

GRANT AGREEMENT

This Grant Agreement (hereinafter "Agreement"), is being entered into by and between **Clark County Health Department** (hereinafter "Grantor") and **Good Health Ideas, Inc. d/b/a Colon Cancer Prevention Project** (hereinafter "Grantee"), on this _____ day of February, 2025 (the "Effective Date") and is executed pursuant to the terms and conditions set forth herein.

In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Agreement; Funding Source.

The purpose of this Agreement is to define the terms and conditions in which Grantee will provide services to Grantor to improve the health and wellness of the residents of Clark County, Indiana, particularly for residents with barriers to accessing preventive health services.

Grantee shall provide the services described in the attached Grant Proposal, attached hereto as **Exhibit A** and incorporated by reference herein (collectively, the "Services") in exchange for being compensated by Grantor in the total amount of **\$75,000** for eligible costs of Services or projects described in the attached **Exhibit A**. The funds received by the Grantee pursuant to this Agreement shall be used only to implement the approved Services and providing such Services exclusively to residents of Clark County, Indiana.

FUNDING SOURCE: _____

2. Representations and Warranties of the Grantee.

- A. The Grantee expressly represents and warrants to the Grantor that it is statutorily eligible to receive these grant funds for the purposes described herein and that the information set forth in the Grant Proposal to Grantor is true, complete, and accurate and remains true, complete, and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentations in its Grant Proposal or other communications to Grantor.
- B. The Grantee certifies by the entering into this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal or state department or agency. The term "principal" for the purposes of this Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has critical influence on or substantive control over the operations of the Grantee.
- C. Grantee is a Kentucky nonprofit corporation validly formed, duly established, and in good standing in the Commonwealth of Kentucky.
- D. Grantee is authorized to do business under its assumed business name of Colon Cancer Prevention Project.
- E. Grantee is authorized to provide the Services in the State of Indiana.

- F. Grantee agrees to maintain its nonprofit status throughout the term of this Agreement.
- G. Grantee agrees to timely assist Grantor with any and all reporting requirements that Grantor has in connection with Grantor's disbursement of funds under this Agreement.
- H. Grantee agrees to timely respond to any and all written requests for information from Grantor with respect to the Services provided by Grantee under this Agreement.

3. Implementation of and Reporting on the Services or Project.

- A. The Grantee shall implement and timely complete the Services in accordance with **Exhibit A** and with plans and specifications contained in **Exhibit A**, which was submitted to the Grantor. Modification of the Services shall require the prior written approval of the Grantor.
- B. Prior to November 1, 2025, Grantee shall submit to Grantor a detailed line-item budget on how it intends to use the funds provided by Grantor.
- C. The Grantee shall submit to the Grantor written progress reports on a monthly basis during the term of the Agreement. These reports shall be submitted to the Clark County Health Department, Board of Commissioners of Clark County, and the Clark County Council and shall contain such details of progress or performance on the Services as is requested by the Grantor or the State.

4. Term.

This Agreement is effective upon its execution by the parties. The Services shall be provided by Grantee from February 1, 2026 through January 31, 2027. This Agreement commences on the Effective Date, and shall remain in effect through January 31, 2027. Unless otherwise provided herein, it may be extended upon written agreement signed by authorized representatives of Grantor and Grantee and as permitted by state or federal laws.

5. Grant Funding.

The Grantor shall fund this grant in the amount of **\$75,000**. The disbursement of funds shall be made solely for the Services described in **Exhibit A** after the commencement date of the Services.

6. Services and Project Monitoring by the Grantor.

The Grantor may conduct on site or off-site monitoring reviews of the Services or project during the term of Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Services or project sites and to relevant documentation to Grantor or its authorized designees for the purpose of determining, among other things:

- A. Whether the Services or project activities are consistent with those set forth in **Exhibit A**, the Grant Proposal, terms and conditions of this Agreement, and I.C. 12-8-10;
- B. The actual expenditure of the funds expended to date on the Services or project is

in conformity with the amounts expended in the Agreement; and

- C. That the Grantee is making timely progress with the Services or project, and that its project management, financial management, and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Agreement and are fully and accurately reflected in the Services or project reports submitted to the Grantor.

7. Compliance with Audit and Reporting Requirements; Maintenance of Records.

- A. The Grantee shall submit, if requested by the Grantor or other state agency, to an audit of funds paid through this Agreement and shall make all books, accounting records, and other documents available at all reasonable times during the term of this Agreement and for a period of three (3) years after the term of the Agreement for inspection by the Grantor, its authorized designee, and the state agencies responsible for monitoring or auditing public subdivisions of the State of Indiana (“State”). Copies of any documentation shall be furnished at no cost to the Grantor or other auditing entity, including the State Board of Accounts and Indiana Department of Health.
- B. The Grantee shall maintain its records relevant to this Agreement and shall not destroy them without first providing copies to the Grantor.

8. Compliance with Laws.

- A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after the execution of this Agreement shall be reviewed by Grantor and the Grantee to determine whether the provisions of this Agreement require formal modification.
- B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a contractual relationship with a political subdivision of the State pursuant to I.C. 36-1-21 et seq. and the promulgations set forth thereunder. Grantee shall ensure compliance with any disclosure requirements.
- C. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State or the Commonwealth of Kentucky, and agrees that it will immediately notify the State and Grantor of any such actions.
- D. The Grantee warrants that the Grantee and any agents, employees, or contractors performing work in connection with the Services or project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of this Agreement. Failure to do so may be deemed a material breach of this Agreement and may be grounds for immediate termination and denial of future grant opportunities with the Grantor.
- E. The Grantee affirms that, if it is an entity described in I.C. Title 23, it is properly

registered and owes no outstanding reports to the Kentucky Secretary of State or other state or federal agency.

9. Employment Eligibility Verification.

As required by I.C. 22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

- A. The Grantee has enrolled in and is participating in the E-Verify program;
- B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
- C. The Grantee does not knowingly employ an unauthorized alien; and
- D. The Grantee shall require its contractors who perform work under this Agreement to certify to the Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of this Agreement and any amendment thereto.

The Grantor may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified in writing by the Grantor.

10. Governing Law.

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana and in a state or federal court in Clark County, Indiana.

11. No Investment Activities in Iran.

As required by I.C. 5-22-16.5, the signature entered on behalf of Grantee below constitutes Grantee's certification that it is not engaged in investment activities with the government of Iran or any agency or instrumentality of the government of Iran, all as defined and regulated by I.C. 5-22-16.5.

12. Insurance.

The Grantee shall maintain insurance coverages and in such amount as may be required by the State or Grantor and shall provide certificates of insurance evidencing such insurance coverage if requested by the Grantor or State.

13. Nondiscrimination.

Pursuant to the Indiana Civil Rights Law, specifically I.C. 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other

characteristic protected by federal, state, or local law ("Protected Characteristics").

14. Notices to Parties.

Whenever any notice, statement, or other communication is required under this Agreement, it will be sent by first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the Grantor shall be sent to:

Clark County Health Department
Attn: Doug Bentfield
1201 Wall Street
Jeffersonville, Indiana 47130

B. Notices to the Grantee shall be sent to:

Colon Cancer Prevention Project
Attn: Misty Ronau
P.O. Box 4039
Louisville, Kentucky 40204

15. Order of Precedence.

Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law; and (2) this Agreement, including any Exhibits and the Grant Proposal.

16. Termination for Breach.

- A. Failure to complete the Services or project and expend funds in accordance with this Agreement may be considered a material breach, and shall entitle the Grantor to suspend the Grantee's participation in any cooperative programs with the Grantor until suchtime as all material breaches are cured to the Grantor's satisfaction.
- B. The expenditure of funds other than in conformance with the Services or project may be deemed a material breach. The Grantee explicitly covenants that it shall promptly repay to the Grantor or State all funds not spent in conformance with this Agreement.

17. Confidentiality and Privacy of Personal Information.

Grantee expressly agrees that it is obligated to comply with the Health Insurance Portability and Accountability Act (hereinafter "HIPAA") of 1996 (sections 1171 through 1179 of the Social Security Act), including any subsequent amendments to such Act, as well as all HIPAA rules adopted and promulgated by the U.S. Department of Health and Human Services.

Furthermore, Grantee shall comply with all state requirements related to the creation, receipt, maintenance, transmission, and protection of Personal Health Information (hereinafter "PHI") and other Personally Identifiable Information (hereinafter "PI"), as defined in

Indiana Code.

Grantee shall not use or further disclose PHI or PU, except as expressly permitted by federal and state law. Nothing in this Agreement shall permit Grantee to use or to disclose PHI in a manner that would violate the provisions of the HIPAA Privacy Rule. Grantee shall fully comply with the HIPAA Security Rule and will employ appropriate and compliant safeguards to reasonably prevent the use or disclosure of PHI or PII other than as permitted or required by federal and state law.

18. Interpretation.

The Parties hereby agree that each Party has reviewed and had the opportunity to review this Agreement, and each Party has had the opportunity, whether exercised or not, to have each respective Party's attorney review this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are resolved against the drafting Party shall not be employed in the interpretation of this Agreement.

19. Modification, Waiver or Discharge.

This Agreement may not be modified, waived, or discharged unless such modification, waiver, or discharge is agreed to in writing and signed by authorized representatives of all Parties hereto. No waiver by either party at any time of any breach by the other party, or of compliance with any condition or provision of this Agreement to be performed by such other party, shall be deemed a waiver of any other provision or condition of this Agreement at the same time or any prior or subsequent time. A waiver shall only apply as to the specific term or condition waived and will not constitute a waiver for the future or apply to anything other than that which is specifically waived. The failure or delay of any party to insist in any one or more instances upon such performance of any of the provisions of this Agreement, or to pursue its rights under this Agreement, shall not be construed as a waiver of any such provisions or relinquishment of any rights under this Agreement, or affect either the validity of the Agreement or any part of the Agreement, or the right to enforce each and every provision of the Agreement in accordance with its terms. No single or partial exercise of any right or remedy by any party shall preclude any other or further exercise thereof or the exercise of any other right or remedy.

20. Entire Agreement.

This Agreement, including the introductory recitals, contains the entire and final understanding and agreement between the parties with respect to the subject matter hereof. This Agreement fully supersedes any and all prior agreements or understandings whether written or oral between the parties as to the subject matter hereof.

21. Construction.

This Agreement is the result of negotiation between the parties, and no party shall be deemed to be the drafter of this Agreement; accordingly, this Agreement shall be interpreted and construed without any presumption or inference based upon or against the party causing this Agreement to be prepared. The language of this Agreement shall,

in all cases, be construed as a whole, according to its fair meaning and not strictly for or against either party.

22. Severability.

Each of the provisions of this Agreement is distinct and severable. If any provision of this Agreement shall be determined to be invalid, illegal, or unenforceable in whole or in part, for any reason, neither the validity of the remaining part of such provision nor the validity of any provision of this Agreement shall in any way be affected.

23. Indemnity.

With respect to the Services or project identified in this Agreement, starting on the date of commencement, Grantee shall defend, indemnify, and hold harmless Grantor, its managers, employees, agents, and affiliates from and against any and all liabilities, claims, actions, liens, demands, expenses, fees, fines, penalties, suits, proceedings, actions, causes of actions, judgments, loss, or injury to property or persons of any and every kind resulting or occurring by reason of Services or projects operated or managed by the Grantee, including all costs, expenses, and reasonable attorney's fees, except to the extent that same is due to or because of actions, omissions, or statements of Clark County, Indiana, its agents, or affiliates.

THE PARTIES HAVE READ THIS ENTIRE AGREEMENT BEFORE SIGNING BELOW AND HAVE EXECUTED THIS AGREEMENT ON THE DATES STATED BELOW. SIGNATURES BELOW INDICATE THAT SAID REPRESENTATIVE OR AGENT OF THE PARTIES HAS THE POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND BIND THE PARTIES TO ITS RESPECTIVE TERMS.

Authorized Representative of
Clark County Health Department

Date

Authorized Representative of
Good Health Ideas, Inc.
d/b/a Colon Cancer Prevention Project

Date

EXHIBIT A

SERVICES TO BE PROVIDED BY GRANTEE

(attach)

Grant Proposal

Submitted to: Clark County Health Department

Submitted by: Colon Cancer Prevention Project

Date: 6/11/25

Amount Requested: \$75,000 for programming slated for 2026

Project Title:

Expanding Colorectal Cancer Awareness and Prevention in Clark County, Indiana

Organization Information

Colon Cancer Prevention Project

PO Box 4039

Louisville, KY 40204

Website: www.coloncancerpreventionproject.org

Contact: Misty Ronau, Director of Outreach

Email: mistyronau@kickingbutt.org

Phone: **502-387-6617**

Mission:

To eliminate preventable colon cancer death by increasing screening rates, supporting patients, and educating the community.

Executive Summary

The Colon Cancer Prevention Project (CCPP) respectfully requests **\$75,000** from the **Clark County Health Department** to expand colorectal cancer (CRC) prevention programming accessible for residents of Clark County. These funds will support critical services available to Clark County residents including transportation to colonoscopy appointments, financial grants for local patients in treatment, first responder education, early-age onset outreach, survivors support groups and regional and targeted digital awareness.

Importantly, this expansion includes a new partnership with **PMC Regional Hospital** and **One GI** to offer **one free colonoscopy per month** to individuals referred by the **Clark County Health Department**, helping to remove cost as a barrier to lifesaving care.

As rates of CRC rise—particularly among those under 50—now is the time to act. Colorectal cancer is on track to be the number one cancer killer of those under 50 by 2030. This project will help Clark County residents **understand risk, recognize symptoms, and access timely screening.**

Project Goals and Objectives

Goal 1: Increase access to colorectal cancer screening

- **Objective 1.1:** Provide **one free to patient colonoscopy per month** through new partnerships with **PMC Regional Hospital** and **One GI**, exclusively for patients referred by the Clark County Health Department.
- **Objective 1.2:** Support **Colonoscopy Transportation Program** with trained volunteers to include Clark County residents with barriers to access.

Goal 2: Provide support for patients undergoing treatment

- **Objective 2.1:** Expand our **Fighters Fund** grants to include Clark County patients in active treatment for CRC, offering small, one-time financial payment in non-medical support (gas, groceries, utilities).
- **Objective 2.2:** Collaborate with local care providers to identify and support eligible patients.

Goal 3: Educate first responders on early detection and awareness

- **Objective 3.1:** Implement the **Bruce DeArk First Responder Education Program** across EMS, fire, and law enforcement agencies in Clark County.
- **Objective 3.2:** Distribute risk and symptom education, screening and mitigation resources through these frontline networks.

Goal 4: Reach younger and underserved populations

- **Objective 4.1:** Expand **Early-Age Onset CRC education** via tabling and outreach at schools, colleges, workforce hubs, health and wellness events.
- **Objective 4.2:** Engage trusted community ambassadors to share tailored CRC education with culturally diverse populations and rural communities.

Goal 5: Increase awareness through digital engagement

- **Objective 5.1:** Deploy **targeted digital marketing campaign efforts** promoting CRC awareness, symptoms, and local screening resources to Clark County audiences.
 - **Objective 5.2:** Track digital reach and referrals to screening partners.
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Expected Outcomes

- 100+ residents transported to colonoscopy appointments annually to decrease barriers to screening.
 - 12 free colonoscopies provided annually to referred Clark County patients, as availability and need allow.
 - 20+ patients supported with Fighter Fund microgrants.
 - 100+ first responders trained through the Bruce DeArk First Responders program.
 - 500+ community members reached through tabling/education events.
 - 150,000+ digital impressions across Clark County through regional digital marketing and targeting.
 - Measurable increase in CRC screening referrals from the health department.
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Timeline

Month	Activity
1-2	Volunteer recruitment, establish colonoscopy referral protocol
3-4	Launch transportation program and first free colonoscopy referral
5-8	Host community tabling events and complete responder training

9-12 Continue programming, evaluate results, and prepare sustainability proposals

Budget Overview (Summary)

Category	Amount
Transportation Program Support and Coordination	\$15,000
Fighters Fund	\$5,000
First Responder Education	\$10,000
Tabling/Early Age Onset Outreach and Education	\$8,000
Digital Resource Support & Media Buys	\$25,000
Staffing & Program Coordination	\$12,000
Total	\$75,000

A detailed line-item budget is available upon request.

Sustainability

This project will be sustained through:

- Ongoing partnerships with healthcare providers like **PMC Regional Hospital** and **One GI**
- Volunteer engagement for transportation and outreach
- Continued funding via events like the **Kicking Butt 5K**, **Bottoms Up Bash**, and awareness campaigns like **#ShineForAnoosh**

- State and federal grant applications, local foundation grant applications, private donors and sponsorships
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Why Clark County, Why Now?

Colorectal cancer remains the **second-leading cause of cancer death**—yet it is one of the most preventable. With new early-age onset trends and barriers to screening still prevalent, this project directly addresses access, education, and support gaps for Clark County residents.

Together, we can catch cancer before it starts—and save lives.

Contact Information

Misty Ronau

Director of Marketing

Colon Cancer Prevention Project

PO Box 4039, Louisville, KY 40204

mistryronau@kickingbutt.org | **502-387-6617**