

Clark County Health Department / YMCA of Greater Louisville  
CONTRACT AGREEMENT: Project Title: DPP / Swim Safety / Safe Sitter

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

Contract Date: \_\_\_\_\_

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

Project Period: May 1, 2025, to April 30, 2026

CCHD Budget Period: date of executed contract to April 30, 2026

Amount of this contract not to exceed: \$140,000

THIS AGREEMENT 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, Health Department recognizes the importance of the YMCA Project: Diabetes Prevention Program DPP / Swim Safety / Safe Sitter to meet the needs of the citizens across Clark County. The YMCA is willing and able to provide Health Department 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 \_\_\_\_\_ and shall terminate on \_\_\_\_\_, with a closeout date of \_\_\_\_\_.
- B. This Agreement may be terminated by submitting thirty (30) days' written notice to the nonterminating party of such intent to terminate.

II. PAYMENTS:

A. Health Department shall make disbursements to the YMCA with Health Department funds. 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 one hundred forty thousand dollars (\$140,000) 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 Health Department.

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: DPP / Swim Safety / Safe Sitter 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 programs areas.

B. YMCA agrees to maintain all records related to this project for a period of five (3) years after final payment. Health Department 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

i. Financial Reporting: YMCA agrees to submit monthly invoices. The final invoice must be received no later than May 15, 2026. Invoices must be submitted through \_\_\_\_\_. 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. All invoices must be submitted through the \_\_\_\_\_ system.

#### ii. Performance Reporting:

YMCA must submit the following reports by the dates requested.

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

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

D. YMCA agrees to participate in quarterly project review meetings.

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

i. Child Abuse/Neglect (CAN) Central Registry Check (DP-156)

ii. Criminal background check

iii. Mandatory training on youth protection policies (provided to the YMCA), with a completed compliance form for each adult staff.

iv. YMCA will maintain a copy of the background and CAN 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.

F. YMCA will participate in any data collection and evaluation projects coordinated by Health Department, including the administration of validated client surveys and assessments.

### IV. 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 Health Department.

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 or other agreements of organization.

G. YMCA covenants that neither this Agreement, the Work Program, the grant application or any other document submitted to Health Department 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 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.

#### V. 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 County 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.

#### VI. DEFAULT:

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

A. Failure to administer and implement the Project in conformity with this Agreement and the Work Program.

C. 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 Health Department if required pursuant to Section III.B. of this Agreement.

D. 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 Health Department 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 the Contract Agreement, by written notice, after which Health Department shall be under no obligation to advance any undisbursed Funds to the YMCA.

B. Commence an appropriate equitable action 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 Health Department 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 Health Department.

#### 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.

WITNESS the agreement of the parties hereto as attested by their signatures affixed hereon,  
this \_\_\_\_ day of \_\_\_\_\_ 2025.

APPROVED:

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

By:  
Title:  
Print Name:

By:  
Title:  
Print Name:

Signature: \_\_\_\_\_  
Date:

Signature: \_\_\_\_\_  
Date:



FOR YOUTH DEVELOPMENT®  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

## **Clark County Family YMCA Program Guide for CCHD Partnership**

### **Work Plan Outline**

In a joint effort to enhance the health and safety of our shared community, the Clark County YMCA (YMCA) and the Clark County Health Department (CCHD) are working together to explore a partnership that aims to ease the financial burden associated with offering vital programs that benefit the well-being of local residents. Both organizations recognize the importance of these programs in promoting a healthier, more active, and safe community and we are committed to ensuring that access to these resources is available to as many individuals as possible, regardless of financial circumstances.

The programs outlined below are designed to address various health-related needs within the community, with a focus on prevention, education, and support. Each program includes a detailed description, participants expectation, target registration goals, proposed marketing strategies, and an estimated cost. We believe these initiatives will have a significant, positive impact on the community, and we are excited about the potential to collaborate on their success.

Target low-income families. The YMCA and CCHD will market these programs primarily to low income families and youth. Both parties understand that the YMCA will not turn away participants based on income.

Comprehensive cost for each of the programs is listed as a per participant cost, which will cover the YMCA's financial requirements for their implementation.

## **Diabetes Prevention Program (DPP): \$2,750 per participant.**

### **Program Description**

Our year-long program engages participants in 25 sessions and focuses on small, measurable lifestyle goals. With group support and instruction from Lifestyle Coaches, participants learn how to incorporate healthier eating, physical activity, problem-solving and coping skills into their daily lives. The curriculum is CDC-approved and is part of the CDC-led National Diabetes Prevention Program. To participate, individuals must be 18 years or older, meet the financial requirements of the LDH, and either have a referral from a healthcare provider or meet the risk criteria based on the CDC's prediabetes risk quiz. A family membership for 12 months is included in this program for participants who actively attend the program.

### **Participant Responsibilities**

Participants are expected to attend all sessions; each session will offer a specific program module focused on content related to the Diabetes Prevention Program (DPP). Additionally, participants will complete an action plan journal for each module, track and meet their activity goals through their included YMCA facility membership, and maintain food and weight logs to review with their Lifestyle Coach.

### **Target Registration Goals & Marketing Strategies**

Each Lifestyle Coach can effectively manage up to 16 participants per session. Our goal is to offer two separate sessions on different dates, targeting a total of 20-30 participants. We plan to market the program to eligible community members through various channels, including our extensive YMCA member list and our Active Older Adults (AOA) program. Flyers promoting the sessions will be displayed at the YMCA branch and distributed to the LHD, encouraging their medical team to refer eligible patients to the program.

## **'Go for Green' Swim Lessons: \$150 per participant**

### **Program Description**

YMCA swim lessons focus on more than just technique—they aim to build essential skills, foster self-confidence, and create positive experiences that last a lifetime. Beyond learning to swim, participants gain numerous benefits, including improved motor skills, cognitive development, strength, and enhanced self-esteem and social confidence. Swimming is a fundamental skill and through the development of water safety skills and stroke techniques, participants will build confidence in the water. To participate individuals must be under the age of 14, be deemed a 'red' or 'yellow' swimmer, and meet the financial requirements of the LDH. A family membership for 12 months is included in this program for participants who actively attend sessions.

### **Participant Responsibilities**

Participants are expected to attend all sessions; each session will include repetitive practices that focus on the 4 main components of Safety Around Water, building confidence in and out of the water, and new water skills. Additionally, participants will learn basic pool/pool equipment safety.

### **Target Registration Goals & Marketing Strategies**

Each Swim Lesson instructor can manage 10 participants in Swim Starters (Parent/Child), 4 participants in Swim Basic (Pre-School Swim Lessons), and 8 participants in Swim Strokes (School-Age Swim Lessons). Our goal is to offer 300 sessions, providing 1200+ available spots, by offering these sessions on a variety of dates with multiple time slots to encourage registrations. We plan to market the program to eligible community members through various channels, including our School Aged Childcare children who are on childcare assistance and sharing flyers with school districts who serve our county.



## **Safe Sitters: \$250 per participant**

### **Program Description**

Safe Sitters is a national non-profit organization whose goal is to provide willing instructors with the training and skills needed to provide individuals with the life and safety skills they need for when they are home alone, watching younger siblings, or babysitting. Safe Sitters will teach tips to manage behavior that will help them stay in control of themselves (and the children in their care), they will learn the ages and stages of child development, practicing diapering, and will become first aid/CPR certified.

### **Participant Responsibilities**

Participants are expected to attend a 6-hour course that will provide them with education, materials, and training on life and safety skills. All attendees should be polite and considerate during the class, arrive and leave on time, and participate in the activities that are required of them.

### **Target Registration Goals & Marketing Strategies**

Each Safe Sitter instructor can manage 8 participants per session, our goal is to offer each session with two instructors, targeting our goal to 16 participants per sessions. We plan to market the program to eligible community members through various channels, including our extensive YMCA member list and our Teen programming. Flyers promoting the program will be displayed at our YMCA branch and shared with our CCHD.