

CONTRACT FOR SERVICES

Pursuant to IC 16-20-5-6 (Powers and Duties) this agreement made for the Vigo County Health Department, and hereinafter called "VCHD" and the Vigo County YMCA, hereinafter called the Grantee, witness that Grantee will conduct a project entitled:

Vigo County YMCA Cardiovascular Disease and Obesity Prevention Program

Article 1- Service to be provided

Grantee shall, in a satisfactory and proper manner will provide the NINJA Zone Program, which is designed to help youth to develop their listening skills, confidence, work through frustration, and manners; Will provide swimming lessons to improve water safety and teach lifelong skills for youth to stay active and healthy for their lifetime; Will provide scholarships because the YMCA believes families will enjoy their time at the Y and develop the routine and habits to continue their membership following the 30-day free membership. Additionally, the YMCA will purchase/replace equipment our group water exercise classes to help improve the membership experience. The efforts prevent or reduce the prevalence of health issues or improve the health and behavioral health of Indiana residents as outline in the plan described in IC 16-30-3-2; Obesity, Diabetes, cardiovascular diseases, including hypertension and hyperlipidemia.

Article 2- Length of the Contract

The services of Grantee are to commence January 1, 2025 and continue through December 31, 2025, unless this contract is canceled in accordance with the provisions contained herein.

Article 3-Compensation

The VCHD agrees to pay Grantee up to **\$ 76,060**, all of which sums are to be used by grantee and any unused funds must be returned to the VCHD. All other expenses shall be paid by the grantee without compensation by the VCHD.

Article 4- Retention of Records

Records will be maintained by the Grantee to facilitate any state or federal program or fiscal audit. A bi-annual report of fiscal and program activities shall be submitted to the VCHD from by all Grantee's by July 1, 2025 and February 1, 2026. The Grantee's shall report all evaluation data to the VCHD by July 1, 2025 and February 1, 2026.

Article 5- Termination

This contract may be terminated by either party providing the other party receives notice in writing by registered mail addressed to the usual place of business 30 days prior to the effective date of termination.

Article 6- Modification

No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

Article 7- Funding

Funds for this contract will be provided under the VCHD. Continuation of this contract is contingent upon availability of funds.

Article 8- Failure to Perform

The VCHD may terminate this agreement and be relieved other payment of any consideration to Grantee should the Grantee fail to perform services herein stated at the time and in the manner herein provided.

Article 9- Governing Law

The contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the County of Vigo, State of Indiana.

Vigo County Health Department

Vigo County YMCA

Joni K. Wise
Vigo County Health Department
Administrator

Sam Albrecht
Vigo County YMCA
Branch Director