

Health First Indiana- Jackson County

Grant Agreement # HFJC24-0001

This delivery of Core Public Health Service (CPHS) Grant Agreement (Grant), entered into by and between **Jackson County Health Department (JCHD)** and **Seymour Community School Corporation (Grantee)**, 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 Grant Agreement.** The purpose of this grant agreement is to enable the county to award a grant of \$75,000 (the "Grant") to the Grantee for eligible costs of the services or project (the "Project") described in **Exhibit A** and **Exhibit B** of this Grant Agreement, which is incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code 16-46-16.7-7 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.
- 2. Funding Source:** Local Health (HFI)
- 3. Representations and Warranties of the Grantee.**
 - a. The Grantee expressly represents and warrants to the County that it is statutorily eligible to receive these Grant funds. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined that it was ineligible to receive the funds.
 - b. The Grantee certifies by entering into this Grant Agreement that neither it, nor its principals, are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant 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 a critical influence on or substantive control over the operations of the Grantee.
- 4. Implementation of and Reporting on the Project**
 - a. The Grantee shall implement and complete the Project in accordance with **Exhibit A**. Modification of the Project shall require prior written approval of JCHD.
 - b. The Grantee shall submit to the JCHD written progress reports until the completion of the Project. These reports shall be submitted on a **quarterly** basis and shall contain such details of progress or performance on the Project as is requested by JCHD.
- 5. Term.** This Grant shall commence on **January 1, 2024, and shall remain in effect through December 31, 2024**. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and as permitted by state or federal laws governing this Grant.
- 6. Grant Funding.** JCHD shall fund this Grant in the amount of \$75,000. The approved Project Budget is set forth in **Exhibit B** to this Grant Agreement. The Project costs funded by this Grant Agreement shall not be changed or modified without prior written consent of JCHD. The disbursement of Grant funds to the Grantee shall not be made until all documentation required by this Grant Agreement have been received by JCHD and this Grant Agreement has been fully approved by the Jackson County Board of Commissioners.

7. Payment of funds. Payments to the Grantee shall be paid to the Seymour Community School Corporation via check from the Jackson County Auditor.

8. Project Monitoring by JCHD. JCHD may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant 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 Project site and to relevant documentation to JCHD or its authorized designees for the purpose of determining, among other things:

a. whether Project activities are consistent with those set forth in **Exhibit A**, and the terms and conditions of the Grant Agreement.

b. the actual expenditure of state and local funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **Exhibit B** and that unpaid costs have been properly accrued.

c. that Grantee is making timely progress with the 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 Grant Agreement and are fully and accurately reflected in Project reports submitted to JCHD.

9. Compliance with Audit and Reporting Requirements; Maintenance of Records. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the County or its authorized designee. Copies shall be furnished to the County at no cost.

10. 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 execution of this Grant Agreement shall be reviewed by the County and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

b. If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC§ 4-2-6-10.5 prior to the execution of this Grant Agreement. If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the County may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC§§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

c. The Grantee certifies by entering into this Grant Agreement that neither it, nor its principal(s), is presently in arrears in payment of taxes, permit fees or other statutory, regulatory, or judicially required payments to the County. Payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the County.

d. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the County or State, and agrees that it will immediately notify the County of any such actions. During the term of such actions, the Grantee agrees that the County may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the County or its agencies, and the County decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Jackson County Board of Commissioners. A determination by Jackson County Board of Commissioners shall be binding on the parties. Any disbursements that the County may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

e. The Grantee warrants that the Grantee and any contractors performing work in connection with the 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 work activities for the County. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the County.

f. The Grantee affirms that, if it is an entity described in IC title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

g. As required by IC § 5-22-3-7:

1. The Grantee, and any principals of the Grantee, certify that:

A. the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:

I. IC§ 24-4.7 [Telephone Solicitation of Consumers];

II. IC § 24-5-12 [Telephone Solicitations]; or

III. IC § 24-5-14 [Regulation of Automatic Dialing Machines]

in the previous three hundred sixty-five (365) days, even if IC 24-4. 7 is preempted by federal law; and

B. the Grantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC §24-4. 7 is preempted by federal law.

11. Debarment and Suspension.

a. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Grant Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

b. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the County if any subcontractor becomes debarred or suspended, and shall, at the County's request, take all steps required by the County to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

12. Drug-Free Workplace Certification.

As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the County for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:

- a. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- b. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- c. Notifying all employees in the statement required above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- d. Notifying in writing the County within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of such conviction; and
- e. Within thirty (30) days after receiving notice of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- f. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.

13. Employment Eligibility Verification. As required by IC§ 22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

- a. The Grantee has enrolled and is participating in the E-Verify program.
- b. The Grantee has provided documentation to the County that it has enrolled in and is participating in the E-Verify program.
- c. The Grantee does not knowingly employ an unauthorized alien.
- d. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to 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 contract
- e. The county may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the county.

14. Funding Cancellation. Upon a determination made by the Jackson County Auditor that funds are not appropriated or otherwise available to support continuation of this Grant agreement, this Grant shall be void. A determination by the Jackson County Auditor that funds are not appropriated or otherwise available to support continuation of this grant shall be final and conclusive.

15. Governing Law. This Grant 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 filed in Jackson County, Indiana.

16. Information Technology Accessibility Standards. Any information technology related products or services purchased, used, or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended.

17. Insurance. The Grantee shall maintain insurance with coverages and in such amount as may be required by the County or as provided in its Grant Application.

18. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 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 the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee 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"). Furthermore, the Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

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

Notices to the County shall be sent to:

Jackson County Health Department
ATTN: Administrator
801 West Second Street
Seymour, IN 47274
E-mail: healthadmin@jacksoncountyhealth.in.gov

Notices to the Grantee shall be sent to:

Seymour High School
ATTN: Randy Fife
1350 West 2nd St
Seymour, IN 47274
E-mail: fifer@scsc.k12.in.us

20. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law; (2) this Grant Agreement; (3) Exhibits prepared by the County.

21. Public Record. The Grantee acknowledges that the county will not treat this Grant as containing confidential information, and the county will post this Grant publicly as required by IC 16-46-10-3. Use by the public of the information contained in this Grant shall not be considered an act of the County.

22. Termination for Breach.

- a. Failure to complete the Project and/or expend funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the County to suspend grant payments, and to suspend the Grantee's participation in County's grant programs until such time as all material breaches are cured to the County's satisfaction.
- b. The expenditure of the Grantee other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the County all funds not spent in conformance with this Grant Agreement.

23. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the County whenever, for any reason, the County determines that such termination is in the best interest of the County. Termination shall be affected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for the completion of the Project properly done prior to the effective date of termination. The County will not be liable for work on the Project performed after the effective date of termination. In no case shall the total payment made to the Grantee exceed the original grant.

24. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Grant.

25. Federal and State Third-Party Contract Provisions. If part of this Grant project involves the payment of federal funds, the Grantee and, if applicable, its contractors shall comply with the federal provisions attached as **Exhibit C** and incorporated fully herein.

26. Provision Applicable to Grants with tax-funded State Educational Institutions:

"Separateness" of the Parties. The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the County and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

27. HIPAA Compliance. If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

28. Amendments. No alteration or variation of the terms of this Grant shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. Any alterations or amendments, except a change between budget categories, which require the prior written consent of a duly authorized representative of the County, shall be subject to the contract approval procedure of the County.

29. Non-Collusion, Acceptance The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member, or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC§ 4-2-6-1, has a financial interest § in the Grant, the Grantee attests to compliance with the disclosure requirements in IC 4-2-6-10.5.

I understand and agree that by signing and submitting this Grant Agreement I am affirming the truth of the information contained therein. I understand this Grant Agreement will not become binding on the County until it has been approved by the Jackson County Board of Commissioners.

In Witness Whereof, the Grantee and the County have, through their duly authorized representatives, entered into this Grant Agreement. The parties, having read and understood the foregoing terms of this Grant Agreement, do by their respective signatures dated below agree to the terms thereof.

Seymour Community Schools Corporation

Jackson County Health Department

By:
Title:
Date:

By:
Title:
Date:

Jackson County Commissioners

By:
Title:
Date:

Exhibit A
Health First Indiana-Jackson County
Grant Agreement# HFJC24-0001

Jackson County Health Department is committed to our community partners to strengthen current relationships and add additional value to the services already provided in Jackson County. Through Health First Indiana funding, we will be able to enhance the delivery of the core services, as described in SEA 4, and support additional programming in Jackson County that will be beneficial to the well-being of the served population.

Seymour Community School Corporation will provide the following:

1. Social Worker to address the following needs of Seymour High School and Middle School students:
 - Supports social, emotional, and mental well-being of all students
 - Provide counseling to individuals and groups for the following areas:
 - mental health
 - academics
 - prevention of substance use
 - vaping education/prevention
 - family and peer stressors
 - social skills, etc.
 - Crisis Intervention that can lead to assessment and referrals
 - Collaborate with school staff, families, outside community organizations
 - Make appropriate referrals to outside community agencies - mental health, medical health, food and/or clothing, resource assistance, etc.
 - Immediate reporting of any suspected child abuse/neglect to the Indiana Child Abuse and Neglect Hotline
2. Timely feedback to JCHD regarding the activities of the social worker. Reporting will be based on the core services provided by the social worker. Reporting will be due quarterly on:
 - Q1-March 30th
 - Q2-June 30th
 - Q3-September 30th
 - Q4-December 31st

Core services addressed by the JCHD and Seymour Community Schools partnership include:

- 1.) Student Health
- 2.) Referral to clinical care
- 3.) Trauma and injury prevention and education
- 4.) Tobacco prevention and cessation

Report will include the following information:

- 1.) Description of the activity
- 2.) Time frame of activity
- 3.) Number of unique students served
- 4.) Staff members engaged with this activity (example: teachers, counselors, school nurse, SRO)
- 5.) Describe positive effect of this activity
- 6.) Referral to additional services
 - a. Type
 - b. Number
 - c. In-county
 - d. Out of county
- 7.) Language
 - a. English
 - b. Other, describe

Exhibit B
Health First Indiana-Jackson County
Grant Agreement# HFJC24-0001

Name of Organization: **Seymour Community School Corporation**
Address: **1420 Corporate Way, Seymour, Indiana 47274**

Name of Signatory:
Phone: **812-522-3340**
Name of Grant Contact: **Randy Fife**
Email: **fifer@scsc.k12.in.us**

Grant Period: **January 1, 2024-December 31, 2024**

As the awardee, the Jackson County Board of Commissioners and the Jackson County Health Department are responsible for administering the Health First Jackson County grant program using the Jackson County Local Public Health Fund. All funds are received from the State of Indiana to support public health core service activities. The intent of this program is to provide funding to local public health partners to sustain and support local public health efforts with a focus specifically on gaps in core public health services within Jackson County. All expenses claimed by the Grantee must directly support the achievement of this goal. As a sub-awardee to these funds, the Jackson County Health Department is providing funding to achieve these goals through a deliverable-based grant agreement with quarterly and annual reporting requirements to the Jackson County Health Department. All deliverables in **Exhibit A** directly support the intent of the State of Indiana.

Funding to be issued in a single payment.
All deliverables in the budget must be completed by December 31, 2024.

Grant Funding Summary and Breakdown

Contract	\$60,000.00
Supplies	\$15,000.00
Total	\$75,000.00

Exhibit C: State Funding
Health First Indiana-Jackson County
Grant Agreement# HFJC24-0001

State Agency: Indiana Department of Health
Budget Fund: Local Public Health Fund
Project Name: SCSC Social Worker
Grant Agreement: HFJC24-0001

1.) Accessibility of Services

Services must not discriminate on the basis of age, disability, sex, race, color, national origin, or religion.

2.) Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The grantee must protect all information systems, electronic or hard copy which contain personal data from unauthorized access to protect sensitive patient health information from being disclosed without the patient's consent or knowledge.

3.) Fund Disclosure Requirements

a. Any entity's statements, press release or any other document describing projects or programs supported in whole or in part by local public health funds must report the amount of local public health funds for the project.

b. Publications, journal articles, etc. produced under grant support must bear acknowledgement and disclaimer as appropriate. For example: "This publication was supported by Health First Jackson County grant from Jackson County Health Department. Its content is solely the responsibility of the authors and do not necessarily represent the official views of the Jackson County Health Department."

4.) Funding Accountability and Transparency

For Jackson County to comply with the State of Indiana reporting requirements this grant contract must be posted for at least 30 days.

5.) State Funding Limitations

The Grantee certifies that to the best of its knowledge and belief that no appropriated funds have been paid or will be paid, by or on behalf of the Grantee, for the following per the State of Indiana. This may not be an exhaustive list.

- a. Personal Items
- b. Items not related to IC 16-46-10-3
- c. Alcoholic beverages
- d. Duplicate payments or overpayments
- e. Capital expenses not permitted by IC 16-46-140-3c (such as vehicles, motorized items, trailers, building/structures, renovations, etc.)
- f. Scholarships
- g. Donations
- h. State or Federal Lobbying or any Political Activity
- i. Food/Beverages

- j. Any unallowable expenditure as determined by the Indiana State Board of Accounts
- k. Any expenditure not allowed by Indiana State Law
- l. Incentives (unless educational or protective public health measure in nature and with prior approval by the Jackson County Health Department)
- m. Other activities or purchases deemed inappropriate by Jackson County or the Jackson County Health Department.