Johnson County Health First Indiana Grant Agreement Johnson Memorial Hospital Behavioral Health Facility

This Grant Agreement("Agreement") made the 27th day of May 2025 ("Award Date") by and between Johnson Memorial Hospital ("JMH"), with offices located at 1155 W. Jefferson Street, Franklin, IN 46131 ("Grantee"), and the Johnson County Indiana Health Department, acting through its Board of Commissioners, and its successors and assigns, 86 West Court Street, Franklin, IN 46131 (collectively "Grantor").

Witnesseth, that the Grantee and the Grantor for the consideration named agree as follows:

Article 1 Amount Awarded

The Grantor has awarded Grantee One Million Dollars and 00/00 Cents (\$1,000,000.00) to operate the Behavioral Health Facility as a core public health service for the citizens of Johnson County, Indiana.

Article 2 Grant Terms

- 1. Grantee attests that funds granted will be used solely as required by the Health First Indiana Program, Ind. Code § 16-18-2-79.5, Ind. Code § 16-20-1-12, and specified in Grantee's Grant Proposal and Budget attached hereto and incorporated herein as "Exhibit A;" and
- 2. All expenditures and financial transactions must be supported by documentation that supports why the transaction is allowable for grant purposes by including an invoice summary cover sheet which has a list of all expenditures. The cover sheet must contain:
 - a. the date of transaction,
 - b. the type of transaction,
 - c. the payee,
 - d. total amount of expense,
 - e. the form/type of supporting documentation,
 - f. a brief explanation of the purpose of the expense; and
- 3. Accounting records must be traced back to source documentation. In general, documentation will be:
 - a. A copy of a cancelled check/electronic copy or other document supporting that the transaction was executed; e.g., bank statement, electronic reference, etc. All copies of cancelled checks submitted should include both the front and back of the check. If the back side is not available, a copy of the respective bank statement or online statements can be substituted.

- b. Submission of a credit card statement is not sufficient documentation of an incurred and paid cost unless you are able to provide supporting documentation such as a contract, purchase receipt or invoice and a subsequent statement verifying the account balance was paid in full no later than 90 days after the period of performance end date. If the credit card account carries a balance, only the pro-rated portion of the expenditure in relation to the outstanding balance will be allowed.
- c. Debit card transactions can be supported with the receipt or invoice and the bank statement highlighting the transaction; and
- 4. Entire grant award must be expended within twelve (12) months of the Award Date. If Grantee has extreme circumstances and is unable to spend the entire awarded amount within twelve (12) months, Grantee may ask for an extension from the Johnson County Board of Commissioners. If Grantee does not have a granted extension and had not expended the entire grant award amount within twelve (12) months, the remaining awarded funds shall revert back to the Health First Indiana general grant fund account for Johnson County.
- 5. To maintain financial records adequate to verify expenditures and activity related to this grant for three (3) years.

Article 3 General provisions

Grantee understands that this Grant is a one-time grant and acknowledges that it has received no assurances that this Grant may be extended beyond its expiration date.

All work in association with Grantee's and this Agreement shall be completed in a workmanlike manner and in complete compliance with all applicable state and federal laws.

To the extent required by law, all work in association with and this Grantee and this Agreement shall be performed by individuals duly licensed and authorized by law to perform said work.

Pursuant to Ind. Code § 22-9-1-10, Grantee and any employee shall not discriminate against any employee or applicant for employment to be employed in the performance of work under this Agreement, with respect to hire, tenure, terms, conditions, or privileges or employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, or ancestry. Breach of this provision/covenant may be regarded as a material breach of the Agreement.

Grantee warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Grantee or its employees or subcontractors and shall provide a certificate of insurance and all endorsements to Grantor. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of Grantee. Failure to provide insurance as required in this Agreement is a material breach of contract entitling the Grantor to terminate this Agreement immediately.

To the fullest extent permitted by law, Grantee shall indemnify, hold harmless, and defend the Grantor from and against all liability, claims, actions, damages, losses, and expenses, including without limitation reasonable attorney's fees and costs, arising out of any alleged or negligent or willful acts or omissions of Grantee, its officers, employees, and agents.

This Agreement shall be construed and interpreted in accordance with the laws of the State of Indiana, as well as all applicable federal, state, or local laws or regulations, which are herein incorporated by reference. The Parties agree that any action related to the Agreement shall be brought in Johnson County, Indiana.

If any term of this Grant is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the Grant does not contain the illegal or unenforceable term.

Article 4 Termination

- 1. **Termination by Mutual Agreement or Notice.** This Grant may be terminated at any time by mutual consent of both parties executed in writing, or upon 30 days' written notice by either party, with or without cause.
- 2. **Termination for Lack of Funding or Authority**. Termination of this Grant under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination. Grantor may terminate the whole or any part of this Grant, effective upon delivery of written notice to Grantee or on any later date stated in the notice, under any of the following conditions:
 - a. If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or for the indicated term. The Grant may be modified by mutual consent of the parties in writing to accommodate a reduction in funds.
 - b. If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this Grant or are no longer eligible for the funding proposed for payments authorized by this Grant.
 - c. If any license, permit, or certificate required by law or rule, or by the terms of this Grant, is for any reason denied, revoked, suspended, or not renewed.
- 3. **Termination for Cause**. The rights and remedies of Grantor provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Grant. Grantor may terminate this Grant effective upon delivery of written notice to Grantee, or any later date stated in the notice:

- a. If Grantee fails to provide services required by this Grant as described in Exhibit A within the time specified or within any extension agreed to by Grantor; or
- b. If Grantee fails to perform any of the other provisions of this Grant, or so fails to pursue the work in a way that endangers performance of this Grant in accordance with its terms.
- c. If Grantee performance of the services required by this Grant as described in Exhibit A become impossible because of circumstances beyond the control of Grantee, and through no fault of Grantee, the Grant will be terminated and Grantor may set off, against any liability or obligations owed to Grantee under this Grant or otherwise, any amounts paid for individual items of work which are incomplete at the time of the breach.

Article 5 Notice

All notices required to be given under this Agreement will be made in writing and will be sent by certified or registered mail addressed to the parties, as follow:

County: Board of Commissioners of Johnson County

Johnson County West Annex

86 West Court St Franklin, IN 46131

And copy to: County Attorney

Johnson County West Annex

86 West Court St Franklin, IN 46131

Grantee: Johnson Memorial Hospital

1155 W. Jefferson Street

Franklin, IN 46131

Article 6 Entire Agreement; Amendment

This Agreement contains and constitutes the entire agreement of the parties regarding the subject matter hereof, and there are no other agreements, written or oral, between the parties affecting the subject matter hereof. No amendment of this Agreement shall be effective unless the same is made in writing and signed by the parties hereto. To the extent there are inconsistencies between this Agreement and any exhibits or attachments, this Agreement controls.

Article 7 Authority to Contract

Grantee may subcontract with qualified providers of services, provided that any subcontract acknowledges the binding nature of this Grant, and incorporates this Grant, together with its attachments as appropriate. Grantee is solely responsible for the performance of any subcontractor. Grantee may not contract for or on behalf of or incur obligations on behalf of Grantor. Grantee may not assign or otherwise transfer or delegate any right or duty without Grantor's express written consent.

Article 8 Independent Entity

Grantee is an independent entity under this Grant. Grantee, its employees, agents, or representatives are not employees of Grantor for any purpose. No part of this Grant may be construed to represent the creation of an employer/employee relationship between Grantor and Grantee. Grantee retains sole and absolute discretion in the manner and means of carrying out Grantee's activities and responsibilities under this Grant, except to the extent specified in this Grant.

Article 9 Audit Responsibility/Retention of Records

Grantee agrees to keep financial records necessary to fully disclose the complete financial status of the Grant. Grantee must submit documentation supporting requests for reimbursement for review by Grantor or its agents, upon request. All records, regardless of physical form, and the accounting practices and procedures of Grantee relevant to this Grant are subject to examination by the Indiana State Auditor, the Auditor's designee, or federal auditors and Grantee must be able to provide them at any reasonable time. Grantee agrees to retain records for at least three years following completion of this Grant or, if subject to audit, from the date the audit is completed and closed, whichever occurs later.

Article 10 Acceptance of Terms & Conditions

This grant is conditional upon Grantee's acceptance of the terms and conditions set forth herein. By signing below, Grantee agrees to accept and comply with the stated terms and conditions of this grant.

Article 11 Authorized Signature

By typing in your Name, and Title in the spaces below, you confirm that you are authorized to make legal contracts for the Grantee and that you agree to enter into this agreement.

IN WITNESS WHEREOF, Grantee and Grantor have executed this contract on the date first above stated:

JOHNSON MEMORIAL HOSPITAL	JOHNSON COUNTY BOARD OF COMMISSIONERS
Signature	
Printed:	Brian P. Baird, Chair
Title:	
	Kevin M. Walls, Member
	Populd H. Woot, Mombor
	Ronald H. West, Member
	Attest:
	Elizabeth Alvey, County Auditor

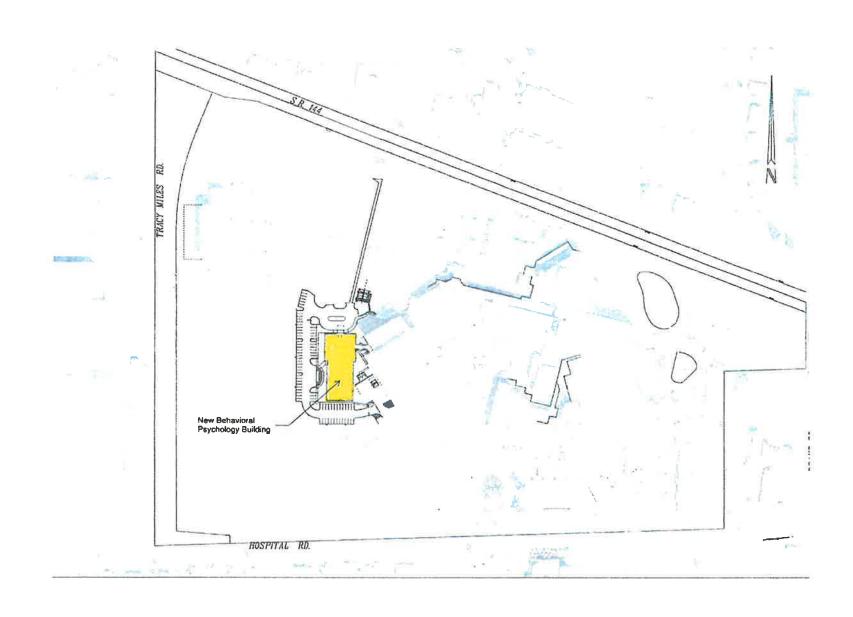
Exhibit A

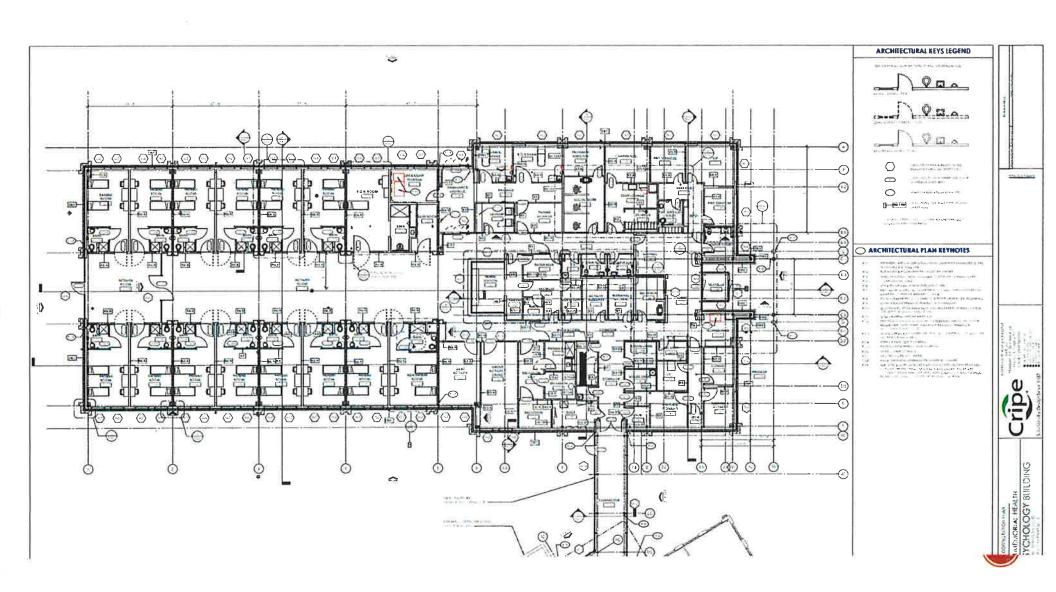


JOHNSON MEMORIAL HOSPITAL STAFFING

Level I ADC; 14.4 Level II ADC; 16.8

JOHNSON MEMORIAL HOSPITAL STAFFI	NG				Level1AUL; 14.4 Level1[AUL; 16.6
	Days/Week Hourly Rate Benefits	Hours per Day	Hours per Week	FTEs Annual Salary	Annual Salary & Benefits
	Daysi week (Tourly have Deficits	I II III	I II III	I II II II	
Nuise Manager	5 0.2835		0 0 0	0 0 0 0 0	
Program Secretary	5 0.2835		0 0 0	0 0 0 0 0	
Nuise Practitioner	7 67.307692 0.2835	8 8 8	56 56 56	1.4 1.4 1.4 196000 196000 196000	
Receptionist	7 18 0,2835	8 8 8	56 56 56	1,4 1.4 1.4 52416 52416 52416	67273 67273 67273 Reception
	Subtotal	16 16 16	112 112 112	2.8 2.8 2.8 248416 248416 248416	318830 318830 318830
Shift 1					
Program Director	5 0.2835		0 0 0	0 0 0 0 0	
Community Education Manager	5 0.2835		0 0 0	0 0 0 0 0	
Registered Nurse	7 38.701923 0.2835 X	24 36 36	168 252 252	4,6667 7 7 338100 507150 507150	
Psych Tech/Cett, Nursing Asst.	7 19,230769 0,2835 X	36 36 42	252 252 294	7 7 8.1667 252000 252000 294000	•
Cert. Nursing Assistant	7 0,2 835 X		0 0 0	0 0 0 0 0	
Unit Secretary	7 15 0.2835	12 12 12	84 84 84	2.1 2.1 2.1 65520 65520 65520	
Social Worker	5 33.653846 0.2835	12 16 16	60 80 80	1.5 2 2 105000 140000 140000	
AT/RT	5 24 0.2835	8 10 14	40 50 70	1 1.25 1.75 49920 62400 87360	
Security	1 31.5 0.2835 X	8 6 8	40 40 40	1 1 1 00020 00020 00020	
Social Worker (Weekend)	1 33.653846 0.2835	8 8 8	8 6 8	0.2 0.2 0.2 14000 14000 14000	
AT/RT (Weekend)	1 24 0.2835	8 8 8	8 8 8	0.2 0.2 0.2 9984 9984 9984 0 0 0 0 0 0	·
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Shift 2	7 (0 704000 0 0007 14		100 224 252	4,6667 6,2222 7 355572 474096 533358	456359 608479 684539 Registere
Registered Nurse	7 40.701923 0.2835 X	24 32 36	168 224 252 0 0 0	4,6667 6,2222 7 355572 474096 533358 0 0 0 0 0 0 0	
LPN/LVN	7 0.2835 X		0 0 0	0 0 0 0 0	
Cert, Nursing Assistant	7 0.2835 X		0 0 0		O O O Cerciadi:
Security	7 0.2835		0 0 0	0 0 0 0 0	0 0 0 Social W-
Social Worker	0.2835		0 0 0	0 0 0 0 0	
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Psych Tech/Cert, Nursing Asst.	7 0.2835	30 30 42	0 0 0	0 0 0 0 0	•
	7 0.2835		0 0 0		
	7 0,2835		0 0 0		
	1 0,2033		0 0		0
	Subtotal	60 68 78	420 476 546	11,667 13,222 15,167 633780 752304 857934	813426 965 545 1E+06
Shift 3					0 0 O Recisters
Registered Nuise	7 0.2835 X		0 0 0		
LPN/LVN	7 0.2835 X		0 0 0		
Nursing Assistant	7 0.2835 X		0 0 0		
Psych Tech	7 0.2835 X		0 0 0		
	7 0.2835		0 0 0	0 0 0 0 0	0 0 0





JOHNSON MEMORIAL HOSPITAL CONTRIBU	ITION MARGIN ANALYSIS
Average Daily Census	16.8
Average Length of Stay	7.1
Patient Days	6,132
Discharges	865
Gross Charges	16,618,902
Less: Adjustments	11,949,967
Medicare Sequestration	18,082
Incremental DSH	D
Net Revenue	4,650,853
Incremental Expenses	
Direct Expenses	
Salaries	2,311,397
Benefits	655,165
Management Fee	365,280
Pass-Throughs (Horizon Staff)	571,392
Physician On-Call Coverage	O
Medical Director Stipend	50,400
Other Variable	45,229
Other Fixed	39,196
Supplies	0
Other	0
Subtotal Direct Expenses	4,038,059
Indirect Expenses	
Dietary	122,988
Laundry	84,121
Medical Ancillaries	297,315
Maintenance	24,812
Plant Operations	21,580
Housekeeping	42,266
IT/Elec HR	11,500
Subtotal Indirect Expenses	604,582
Incremental Expenses	4,642,642
Contribution Margin	8,211



Job Title	JMH	Horizon	Contract	2025 Costs		Prorated (6 months)	
Psychiatrist	Х		х	\$	375,000.00	\$ 187,500.0	00
Nurse Practitioner/Physician Assistant (3.0 FTE)	х			\$	375,000.00	\$ 187,500.0	00
Support Shift 1							
Receptionist	х					\$	
Program Secretary		х				\$	
Leadership Shift 1						\$	
Program Director		х				\$	
Community Education Manager		х				\$	
Clinical Assessment Coordinator		Х				\$	
Clinical Shift 1						\$	
Registered Nurse	х		х	- 3		\$	
Psych Tech/Cert. Nursing Asst.	х				_	\$	
Unit Secretary	х					\$	
Social Worker (MSW, LCSW, LMHC)	х					\$	
AT/RT (Certification)						\$	
Social Worker (Weekend)						\$	
AT/RT (Weekend)						\$	
Intake Coordinator (Weekend)		Х				\$	
Security	х					\$	
Clinical Shift 2						\$	
Registered Nurse	х		х			\$	
LPN/LVN	х					\$	
Cert. Nursing Assistant	х					\$	
Social Worker	х					\$	
Intake Coordinator		х				\$	
Psych Tech/Cert. Nursing Asst.							
Security	х						
				\$ 2	2,311,397.00	\$ 1,155,698.5	50

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