

**HANCOCK WELL-BEING@WORK
SERVICES AGREEMENT**

This Services Agreement (the “**Agreement**”), effective as of _____, 2025 (the “**Effective Date**”) is entered into by and between Hancock Regional Hospital d/b/a Hancock Health (the “**Company**”), and ___Greenfield Police Department___(the “**Customer**”), individually referred to herein as a “**Party**” and collectively as the “**Parties.**”

WITNESSETH:

WHEREAS, Company has designed and developed innovative corporate health/well-being solutions and programming;

WHEREAS, Company and Customer have agreed to collaborate on the deployment of said solutions and programming to Customer’s employees and their families as applicable (“**Program**”);

WHEREAS, Customer desires to contract with Company to offer the Program onsite, virtually, and/or at Company locations as applicable upon mutual agreement in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

I. GENERAL OBLIGATIONS.

1.1. **Services.** The Parties shall provide the following services in implementing and offering the Program (the “**Services**”):

1.1.1 **Customer’s Responsibilities:**

1.1.1.1 Customer shall allow Company access to facilities and locations as required to service this agreement.

1.1.1.2 Customer shall abide by all pricing and payment requirements set forth for the term of this agreement and any Exhibits herein.

1.1.1.3 Customer shall grant Company the right to communicate and provide well-being services to Customer’s personnel and any applicable dependents as the program requires based on mutual agreement and opt-in of participants.

1.1.1.4 Customer shall designate employees or contractors that Customer determines, in its sole discretion, to be capable of serving as Customer’s point of contact for its respective Services covered under this Agreement.

1.1.2 **Company’s Responsibilities:**

1.1.2.1 Company shall deliver programming and services as outlined in Exhibit A and according to the pricing therein.

1.1.2.2 Company shall designate personnel or contractors that Company determines, in its sole discretion, to be capable of serving as Company's point of contact for its respective Services covered under this Agreement.

II. COMPENSATION.

- 2.1. **Compensation to Company.** In consideration of the Services to be provided by Company pursuant to this Agreement, Customer agrees to compensate Company as described in Exhibit A, which is attached hereto and made a part hereof.
- 2.2. **Billing and Payment.** Company shall submit an invoice to Customer after delivery of services as described Exhibit A to be paid in full no less than thirty (30) days from the effective date of service delivery.
- 2.3. **Payment on Termination.** Upon termination of this Agreement for any reason, Customer shall pay Company all outstanding balances due within thirty (30) days after termination.

III. TERM AND TERMINATION.

- 3.1. **Term.** The initial term of this Agreement shall be for a period of one (1) year, commencing on the Effective Date, and terminating on the same date one calendar year later, (the "**Initial Term**"). Thereafter, this Agreement shall automatically renew for successive one (1) year terms unless otherwise terminated as hereinafter escribed (each, a "**Renewal Term**" and, together with the Initial Term, the "**Term**").
- 3.2. **Termination by Agreement.** In the event Customer and Company shall mutually agree in writing, this Agreement may be terminated on terms and dates stipulated therein.
- 3.3. **Termination without Cause.** Upon completion of the first year and any successive year thereafter of the Agreement, either Party may terminate this Agreement at any time, without cause or penalty, upon ninety (90) days' advance written notice to the other Party.
- 3.4. **Termination With Cause.** Either Party may terminate this Agreement for a material breach of this Agreement by giving the breaching Party thirty (30) days' advance written notice of the intent to terminate and describing the alleged breach. If the breaching Party cures the breach during the thirty (30) day period, the Agreement shall remain in effect. If the breach is not cured, the Agreement shall terminate at the end of the thirty (30) day period.
- 3.5. **Effect of Termination.** As of the effective date of termination of this Agreement, neither Party shall have any further rights or obligations under the Agreement

except for rights and obligations accruing prior to such effective date of termination or arising as a result of breach of this Agreement.

IV. INDEMNITY AND INSURANCE PROVISIONS.

- 4.1. **Indemnity.** Each Party shall be responsible for the acts and omissions of itself and its personnel, directors, officers, and agents. This Agreement shall not be construed to create a contractual obligation for either Party to indemnify the other for loss or damage resulting from any act or omission of the other Party or its personnel, directors, officers, and agents. This section shall not constitute a waiver by either Party of any rights to indemnification, contribution or subrogation which the Party may have by operation of law.
- 4.2. **Insurance.** Each Party shall procure and maintain policies of insurance or self-insurance of appropriate type and in sufficient amounts to protect it and its directors, officers, personnel and agents against any claims, liabilities, damages or judgments which may arise out of the services to be provided under this Agreement. Each party shall provide certificates of insurance evidencing such insurance to the other upon request.
 - 4.2.1 **Professional Liability Insurance.** Company shall provide professional liability insurance covering the acts and omissions of each applicable Medical Professional with annual coverage limits so as to meet the requirements to be a health care provider who is qualified under the Indiana Medical Malpractice Act, IC 34-18, as amended (the "Malpractice Act"), and to participate in the Patient's Compensation Fund pursuant to and to the extent required by the Malpractice Act. A certificate of insurance coverage will be provided to the Employer upon written request.
 - 4.2.2 **Comprehensive and Property Damage Insurance.** Company shall maintain comprehensive and property damage liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate. A certificate of insurance coverage will be provided to Employer upon written request.

V. CONFIDENTIAL INFORMATION.

- 5.1. **Use and Disclosure Restrictions.** The Parties acknowledge that each Party may receive (the "**Receiving Party**") Confidential Information (as defined hereinafter) from the other Party (the "**Disclosing Party**") during the term of this Agreement and such Confidential Information will be deemed to have been received in confidence and will be used only for purposes of this Agreement. The Receiving Party shall only use the Disclosing Party's Confidential Information to perform its obligations under this Agreement and shall only disclose the Disclosing Party's Confidential Information to the Receiving Party's personnel having a need to know the information for the purpose of performing Receiving Party's obligations under this Agreement. The Receiving Party shall treat the Confidential Information as it does its own valuable and sensitive information of a similar nature and, in any event, with not less than a reasonable degree of care. The obligation of confidentiality shall continue for three (3) years from the expiration or termination

of this Agreement; provided, however, the Receiving Party and its personnel shall keep (i) any personally identifiable information (“PII”) confidential in perpetuity; and (ii) any trade secrets of the Disclosing Party confidential as long as such information is deemed a trade secret. The term “**Confidential Information**” means ; (i) all information identified as confidential to which Receiving Party has access in connection with the subject matter hereof, whether before or after the Effective Date; and (ii) this Agreement, and (iii) all of the Disclosing Party’s (A) trade secrets, (B) existing or contemplated products, services, designs, technology, processes, technical data, engineering, techniques, methodologies and concepts and any information related thereto, and (C) information relating to business plans, sales or marketing methods and client lists or requirements. The obligations of a Party under this Section 5.1 do not apply to information that the Receiving Party can demonstrate (i) was in its possession at the time of disclosure and without restriction as to confidentiality; (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of agreement or other wrongful act by the Receiving Party; provided, however, PII remains subject to confidentiality obligations regardless of its availability to the public or availability through unauthorized disclosure; (iii) has been received from a third party without restriction on disclosure and without breach of agreement or other wrongful act by the Receiving Party; or (iv) is independently developed by the Receiving Party without regard to the Confidential Information of the Disclosing Party.

- 5.2. **No Grant of Rights.** This Agreement does not grant Receiving Party any property rights or intellectual property rights with respect to Disclosing Party’s Confidential Information.
- 5.3. **Protective Orders.** In the event the Receiving Party is required by law, regulation, or facially valid legal order to disclose any of the Confidential Information, the Receiving Party agrees to (a) give Disclosing Party, to the extent possible, advance notice prior to disclosure so the Disclosing Party may contest the disclosure or seek a protective order, and (b) limit the disclosure to the minimum amount that is legally required to be disclosed.
- 5.4. **Return of Confidential Information.** The Receiving Party shall, at the Disclosing Party’s option and written instruction, return, destroy or make permanently unreadable all materials embodying Confidential Information (in any form and including, without limitation, all summaries, copies, and excerpts of Confidential Information) promptly following the earlier of the Disclosing Party’s written request or the termination of this Agreement. At the Disclosing Party’s option and upon written request to the Receiving Party, the Receiving Party shall provide written certification of its compliance with this Section 5.4. Notwithstanding the foregoing, each party may retain information that cannot reasonably be deleted from its systems provided that such party treats such information as Confidential Information in accordance with this Section 5.4.

VI. MISCELLANEOUS PROVISIONS.

- 6.1. **Relationship of the Parties.** The relationship between Company and Customer is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between such Parties, and no such Party shall have authority to contract for or bind the other Party in any manner whatsoever.
- 6.2. **Compliance with Laws and Regulations.** In the performance of this Agreement, each Party shall comply, and shall ensure that its respective personnel comply, at all times, with all state and federal laws, regulations, court or administrative body decisions, and current legal agreements which bind or affect the Party in any way. The Parties believe and in good faith intend that this Agreement complies with all applicable federal and state laws and regulations. Should either of the Parties have a good faith belief that this Agreement creates a material risk of violating any such laws or regulations, the Party shall give written notice to the other regarding such belief. The Parties shall then make a good faith effort to reform the Agreement to comply with such laws or regulations. In the event a reformation of the Agreement is not possible, the Agreement shall terminate upon thirty (30) days from the date of said written notice.
- 6.3. **Governing Law.** The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.
- 6.4. **Severability.** The provisions of the Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the Parties.
- 6.5. **Captions.** Any captions to or headings of the sections, subsections, paragraphs or subparagraphs of this Agreement are solely for the convenience of the Parties, are not a part of the Agreement, and shall not be used for the determination of the validity or interpretation of this Agreement or any provision hereof.
- 6.6. **Amendments.** No amendment to or modification of, or rescission of, this Agreement is effective unless it is in writing, identified as an amendment or modification to, or rescission of, this Agreement and signed by an authorized representative of Company and Customer.
- 6.7. **Waiver.** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the Parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms and conditions hereof.
- 6.8. **Assignment.** Neither Party may assign this Agreement without the express written consent of the other Party.

- 6.9. **Notices.** All notices required by this Agreement to be given to or by Company and Customer shall be affected by personal delivery in writing or by mail, registered or certified, postage prepaid with receipt requested to the requisite Party of the principal office of said Party as set out below.

If to Company:

Hancock Regional Customer d/b/a Hancock Health
801 N. State Street
Greenfield, Indiana 46140
Attn: Dr. Michael Fletcher, MD

If to Customer:

Attn: _____

Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated seventy-two (72) hours after mailing; and email notifications with a corresponding read receipt as of the date of the read receipt.. Either Company or Customer may change the address to which such written notices must be sent by notifying the other Party of the change of address in the manner hereinabove set forth.

- 6.10. **Successors and Assigns.** This Agreement shall be binding upon the Parties hereto and upon their respective representatives, heirs, successors, and subject to the terms and conditions hereof, their assigns.
- 6.11. **No Third-Party Benefit.** This Agreement shall not create any rights in any third parties who have not entered into this Agreement, nor shall this Agreement entitle any such third party to enforce any rights or obligations that may be possessed by such third party.
- 6.12. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to Services. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, that are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their authorized representative as of the Effective Date first written above.

CUSTOMER

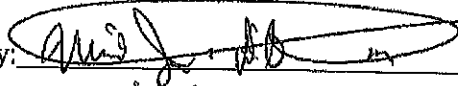
COMPANY

Hancock Regional Health d/b/a Hancock Health

By: _____

Name: _____

Title: _____

By:  _____

Name: Michael J. Fletcher, m.s.

Title: SUP Employee status & well-being

EXHIBIT A

SCOPE OF SERVICE AND FEES

Hancock Health commits to providing the appropriate personnel and equipment/technology to deliver the following services on CUSTOMER premises at a mutually agreed date, time, and duration necessary to screen the desired volume of employees and/or plan members or other stakeholders at CUSTOMER discretion. Hancock Health will work with CUSTOMER to identify and/or adapt the best locations for delivery of the services below.

The following service offering assumes employees screened at an agreed upon location and cadence.

PRICING: \$200 Per Person, one-time payment.

SERVICE: Comprehensive cardiometabolic lab testing, report, population analytics, practitioner follow-up, clinical-exercise referrals as applicable, and initial fitness programming

*Note: *Aggregate results and reports will be reviewed with Customer*

Service Definitions:

Cardiometabolic Panel:

Precision Cardiometabolic Biomarker Analysis and Report

Clinical Exercise Referral:

Free referral to our clinical exercise program at the Hancock Wellness Center of your choice. The Clinical Exercise Program is an 8-week exercise program where participants meet three times a week with a degreed and credentialed exercise specialist in a one-on-one or small group setting specifically tailored to the individual and qualifying conditions such as diabetes, obesity, cardiovascular risk factors, high blood pressure, or just general de-conditioning.

Fitness Programming:

Hancock Health will provide degreed and credentialed exercise specialist(s) to develop fitness programming specific to customer's goals and needs. This will include evaluation of biometric results, population risks, and job-specific demands in order to create an initial, scalable program to address tactical readiness that works in concert with available equipment or existing Hancock Wellness Center access/membership arrangements.