

## EMPLOYER HEALTH SERVICES AGREEMENT

**THIS EMPLOYER HEALTH SERVICES AGREEMENT** (“Agreement”) is entered into as of June 16, 2023 (“Effective Date”) by and between **HANCOCK REGIONAL HOSPITAL d/b/a HANCOCK HEALTH** (“**HRH**”) and Mt. Vernon Community School Corporation (“Employer”). HRH and Employer are individually referred to herein as a “party” and collectively as the “parties.”

### WITNESSETH:

**WHEREAS**, HRH provides comprehensive health care services to members of the Hancock County community and surrounding areas, and to other persons who may require such services; and

**WHEREAS**, Employer wishes to arrange for the provision of primary care medical and preventive health services for the Employer’s covered employees and their dependents via an integrated medical clinic program (the “Program”); and

**WHEREAS**, HRH has the necessary resources, personnel, experience and expertise to manage the Program and to provide the medical and preventative health services as set forth herein.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants contained herein, the parties hereto agree as follows:

### **1. DEFINITIONS**

1.1 Definitions. For purposes of this Agreement, the following terms shall have the meanings ascribed thereto:

1.1.1 “**Clinic(s)**” means the physical location where Medical Services and other Program offerings are provided to Participants and Eligible Dependents.

1.1.2 “**Eligible Dependent(s)**” means the spouses, children age twelve (12) months and older, and other family members who are enrolled in the medical plan offered through the Employer by virtue of their relationship with a Participant, or who are otherwise eligible for medical benefits offered through the Employer by virtue of their relationship with a Participant.

1.1.3 “**Employer On-Site Clinic**” means a Clinic, as identified on Exhibit A to this Agreement, in which the Employer owns the Clinic space but at which HRH provides Medical Services to Participants and Eligible Dependents under this Agreement. For avoidance of doubt, an Employer On-Site Clinic shall be considered a “Clinic” for purposes of this Agreement.

1.1.4 “**Immediate Care Center Services**” mean those urgent and/or immediate care services provided by HRH to Participants and Eligible Dependents as

set forth in Section 5.2 and Exhibit B of this Agreement, and at the locations specified in Exhibit A.

- 1.1.5 **“Medical Director”** means a licensed physician who will provide medical guidance and oversight for the Medical Services provided at the Clinics. This oversight includes, but is not limited to, serving as a collaborating physician for advanced practice practitioners providing Medical Services at the Clinics, creating strategies for practitioners to provide value-based care, developing patient-centered programs to manage chronic conditions, and reviewing Clinic drug and laboratory formularies as needed.
- 1.1.6 **“Medical Professional”** means the licensed individuals who provide care at a Clinic. Licensed individuals may include physicians, nurse practitioners, registered nurses, licensed practical nurses, pharmacists, or other appropriately licensed individuals.
- 1.1.7 **“Medical Services”** means the medical services available at the Clinics, which shall generally include those services normally provided in a primary care clinic and as outlined in this Agreement, but whose scope shall be limited by the terms of this Agreement.
- 1.1.8 **“Near Site Clinics”** means those Clinics, identified as such on Exhibit A to this Agreement, in which HRH owns or leases the Clinic space. For avoidance of doubt, a “Near Site Clinic” shall be considered a “Clinic” for purposes of this Agreement.
- 1.1.9 **“Participant”** means an employee of the Employer eligible to utilize the Clinics and other Program offerings.
- 1.1.10 **“Program”** means the available preventive health and medical services, including, but not limited to, classes, counseling sessions or other interventions designed to encourage healthy lifestyle choices, which Employer makes available, in its sole discretion, to Participants and their Eligible Dependents through the Clinics.
- 1.1.11 **“Services”** means both Medical Services and any additional services agreed to by the parties in writing that are provided by HRH at the Clinics and pursuant to this Agreement.

## 2. **TERM AND TERMINATION**

- 2.1 Term. This initial term of this Agreement shall commence on the Effective Date and shall continue for an initial term of one (1) year (the **“Initial Term”**). Thereafter, this Agreement shall automatically renew for successive one (1) year terms (each, a **“Renewal Term”**) unless either party provides written notice of its intent not to renew to the other party at least ninety (90) days prior to the expiration of the then current term, or unless this Agreement is otherwise terminated as set forth herein.

- 2.2 Termination. Notwithstanding Section 2.1, this Agreement shall terminate prior to its natural termination on the occurrence of any of the following events:
- 2.2.1 Termination by Agreement. In the event HRH and Employer mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
- 2.2.2 Termination Upon Discontinuance of Clinic Management Service. In the event HRH chooses to cease the operation of the Clinics or management of the Program, HRH may terminate this Agreement without cause or penalty by providing Employer ninety (90) days' written notice of its intent to terminate this Agreement.
- 2.2.3 Termination Without Cause. Following the Initial Term, either party may terminate this Agreement without cause by providing the other party with ninety (90) days' prior written notice of its intent to terminate this Agreement.
- 2.2.4 For Material Breach. Either party may terminate this Agreement following written notice of a material breach of this Agreement provided to the party in breach specifying the nature of the breach; provided that if such breach is one that can be cured, the party in breach shall have thirty (30) days from the receipt of such notice in which to cure the material breach.
- 2.2.5 Bankruptcy. A party may terminate this Agreement following thirty (30) days' prior written notice of termination if the other party (a) is dissolved, (b) fails to pay its debts generally as they become due, (c) commences a voluntary case in bankruptcy or any other action or proceeding for any other relief under any law affecting creditors' rights that is similar to a bankruptcy law, (d) consents by answer or otherwise to the commencement against it of an involuntary case in bankruptcy or any other action or proceeding for any other relief under any law affecting creditors' rights that is similar to a bankruptcy law, (e) has entered against it an order for relief or a decree in an involuntary case in bankruptcy or any other such action or proceeding, or (f) a receiver, trustee or similar official is appointed in respect of a party or any of its property, and that order or decree is not dismissed or stayed, or that appointment is not terminated, on or before the sixtieth (60<sup>th</sup>) day after the entry of the order or decree or after the appointment (as the case may be) or any such dismissal or stay ceases to remain in effect.
- 2.2.6 As detailed below in Section 3.3, Employer may terminate this Agreement if Employer does not accept the Updated Fee Schedule by providing HRH with written notice of termination and said termination shall be effective at the end of the then-current term.

- 2.2.7 Funding Cancellation. As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, this Agreement shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.
- 2.3 Effect of Termination. Except for the obligations set forth elsewhere in this Agreement which are intended to extend beyond the termination date or except for obligations otherwise described in this Agreement, upon termination, neither party shall have any further obligations hereunder. Upon termination of this Agreement, the parties shall cooperate to notify Participants in a timely manner to ensure continuity of care . The terms of this Section 2.3 shall survive the expiration or termination of this Agreement. Termination by either party of this Agreement hereunder does not waive any other rights or remedies such party may have under this Agreement.

### **3. INVOICING AND FEES.**

- 3.1 Monthly Invoicing, Fees and Reimbursements. Each month during the term of this Agreement, HRH shall invoice Employer, and Employer agrees to pay to HRH within thirty (30) days following the date of each invoice, a monthly per Participant fee (the “Monthly Per Participant Fee”) based upon the number of Participants listed in the applicable month’s Eligibility List, as defined below. During the Initial Term, the Monthly Per Participant Fee shall be Sixty-Five Dollars (\$65.00) per Participant per month. HRH shall not bill any third parties, Participants or Eligible Dependents for the Medical Services provided at the Clinics. Those Services (e.g., medications, laboratory, etc.) that are not covered under the Monthly Per Participant Fee, and which shall be billed separately by HRH to the Employer, are set forth in Exhibit B to this Agreement.
- 3.2 Non-Payment. In the event of a good faith dispute regarding any portion of any invoice, Employer may withhold such disputed portion pending final resolution of the disputed amount. In the event that any invoiced items are disputed, the undisputed items shall be paid within the thirty (30) day invoice payment period and the disputed but resolved amounts shall be paid within thirty (30) days after resolution of the dispute. If Employer fails to pay undisputed amounts within thirty (30) days of receipt of an invoice by Employer, Employer shall pay interest accrued on such undisputed amount at an interest rate of one percent (1%) per month.
- 3.3 Renewal Term Fees. For any Renewal Term, HRH shall provide to Employer not less than ninety (90) days prior to the expiration of the Initial Term or the applicable Renewal Term, an updated fee schedule containing the Monthly Per Participant Fee and the ICC Service Fee (as defined in Section 5.2) that will be effective for the new term (an “Updated Fee Schedule”). Employer shall have

thirty (30) days to accept or reject the Updated Fee Schedule. The Updated Fee Schedule shall be deemed accepted by Employer upon written notice by Employer to HRH, and the Updated Fee Schedule shall be incorporated into this Agreement without any further action of the parties. If Employer does not accept an Updated Fee Schedule, the Employer shall provide HRH with written notice of termination to be effective at the end of the then-current term.

#### **4. OBLIGATIONS OF EMPLOYER**

Employer's obligations during the term of this Agreement are as follows:

- 4.1 Eligibility/Identification. No more than ten (10) days following the Effective Date and no later than the tenth (10<sup>th</sup>) day of each month thereafter, Employer shall provide to HRH an updated list (i.e., census) of Participants and Eligible Dependents eligible to use the Clinics and the Program's Services (an "Eligibility List"). HRH may rely solely on the Eligibility List as a method of identifying Participants and Eligible Dependents as proof of eligibility and correct contact information for refill prescriptions (if applicable). To satisfy this obligation, Employer shall work with HRH to develop a process that is minimally burdensome to both parties. HRH shall not be liable for any inaccurate or incomplete information that Employer provides to HRH, or for any failure of Employer to provide information to HRH. In the event Employer fails to update the Eligibility List or notify HRH of any changes to the Eligibility List, Employer shall be responsible for payment to HRH for all resulting claims. HRH may rely upon a government-issued identification or insurance card (for example, a driver's license) to identify Participants and Eligible Dependents at the Clinics. Employee dependents under twelve (12) months of age may neither be Eligible Dependents nor receive Services under the terms of this Agreement.
- 4.2 Cooperation and Support. Employer acknowledges that the success of the Program requires cooperation by and between the Employer and HRH. This may include, but is not limited to, any of the following: the design and distribution of websites, pamphlets, handouts or other educational materials or communication channels (including, but not limited to direct messaging to Participants) which promote the appropriate use of the Clinics and Program services; generating and reviewing data that evaluate the activities of the Clinics and Program; regular meetings designed to facilitate communication between the Employer and HRH; and other methods not specifically contemplated herein that would nevertheless be reasonably likely to further the Program's likelihood of success.
- 4.3 Employer Representative. Employer shall designate an individual (the "Employer Representative") to serve as Employer's contact person for all matters relating to this Agreement. If the designated Employer Representative is unable to continue to serve or Employer desires to appoint a new Employer Representative, Employer shall promptly appoint, and provide a written notice to HRH with the name of, the new Employer Representative.

- 4.4 Agreement Not to Solicit Employees. Employer agrees that during the term of this Agreement and for a period of two (2) years following its termination, for whatever reason, Employer shall not, either directly or indirectly, for its own or on behalf of others solicit, divert or hire away, or attempt to solicit, divert or hire away, any person employed or contracted by HRH, whether or not such employee is a full-time employee and whether or not such employment was pursuant to written agreement and whether or not such employment was for a determined period or was at-will. Employer agrees that HRH may enforce this provision through injunctive relief in a court of competent jurisdiction in Hancock County, Indiana which the parties hereby agree shall be the exclusive venue and jurisdiction for any such matter.
- 4.5 Business Operations/Legal Compliance. Employer shall be solely responsible for (a) determining the impact, if any, of offering the service to Participants and Eligible Dependents upon Employer's business operations, including but not limited to any impact based upon Employer's other benefit plans and (b) ensuring Employer's compliance with all laws applicable to Employer, including but not limited to benefit, reporting, disclosure and other requirements under the Employee Retirement Income Security Act of 1974, as amended, Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), and the Americans with Disabilities Act of 1990, as amended. If Employer offers a group health plan intended to qualify as a "high deductible health plan" in conjunction with the establishment or maintenance of health savings accounts in accordance with Internal Revenue Code Section 223, Employer should be aware that under certain circumstances the services provided at the Clinics may affect whether the group health plan shall qualify as a high deductible health plan under those rules. Employer agrees that it is solely responsible for determining whether its plan qualifies as a high deductible health plan, and that HRH shall have no responsibility, and no liability, with respect to that determination.
- 4.6 Commercial General Liability. Employer shall carry claims made or occurrence form, primary commercial general liability in minimum limits of \$1,000,000 each occurrence and \$3,000,000 in the aggregate.
- 4.7 Worker's Compensation. Each party shall carry Worker's Compensation insurance covering all of its employees per statutory limits and Employer's Liability insurance in an amount not less than \$500,000.00. Said Worker's Compensation policy shall contain an endorsement waiving subrogation rights against the other party.

## **5. OBLIGATIONS OF HRH**

HRH's obligations during the term of this Agreement are as follows:

- 5.1 Medical Services and Clinic Access. HRH shall provide access to the network of HRH Clinics (the locations and hours of operation of each Clinic are set forth in Exhibit A) to Participants and Eligible Dependents during the term of this Agreement and shall arrange for the provision of Medical Services for Participants and Eligible Dependents over the age of twelve (12) months at the Clinics. The Medical Services provided at the Clinics are set forth in Exhibit B, attached to this Agreement and incorporated herein. HRH shall be solely be responsible for the day-to-day management of the Clinics and shall provide sufficient daily oversight of the Clinics and Program activities.
- 5.2 Immediate Care Center Services. HRH shall provide access to the Immediate Care Centers listed on Exhibit A at which HRH will provide Immediate Care Center Services to Participants and Eligible Dependents for the treatment of acute illnesses only. HRH shall charge Employer a global fixed fee of One Hundred Fifty Dollars (\$150.00) for each immediate care center visit by a Participant or Eligible Dependent (the “ICC Service Fee”), provided that such services are provided outside of the hours of operation of an available Near Site Clinic or the Employer On-Site Clinic. The ICC Service Fee shall include those services set forth in Exhibit B provided by HRH at an Immediate Care Center. HRH shall invoice Employer on a monthly basis for the Immediate Care Center Services, and Employer agrees to pay HRH the invoiced amounts within thirty (30) days of receipt of each invoice.
- 5.3 Future Clinics. The development of any future Clinic locations, if any, and hours of access for such future Clinics, shall be at the sole discretion of HRH, but it is anticipated that Participants and Eligible Dependents shall be provided access to any future Clinic locations pursuant to the terms and conditions of this Agreement.
- 5.4 Equipment. HRH shall be solely responsible for obtaining and maintaining the equipment at the Near Site Clinics that, in HRH’s sole determination, is necessary for the delivery of Medical Services related to the Program, including, but not limited to, medical examination tables, chairs, occasional tables and stands, lamps, shelves, and storage cabinets (“Equipment”). HRH shall provide or cause to be provided necessary medical waste disposal. For the Employer On-Site Clinic, Employer shall be solely responsible for obtaining and maintaining the Equipment at the Employer On-Site Clinic that, in HRH’s sole determination, is necessary for the delivery of Medical Services related to the Program. HRH shall provide Employer a list of Equipment necessary for the delivery of Medical Services related to the Program at least thirty (30) days prior to the commencement of the services under this Agreement.
- 5.5 Supplies. HRH shall arrange for supplies as necessary for the operation of the Clinics and management of Program services, including, but not limited to, dressings, bandages, syringes, blood draw supplies, other similar supplies used in the performance of Medical Services, patient forms, and information pamphlets (“Supplies”).

- 5.6 On-Site Clinic Building Services and Operations. Employer shall provide such building services, supplies, utilities, furniture, fixtures and other support services as are reasonably necessary for HRH's provision of Medical Services at the Employer On-Site Clinic. Employer shall be responsible for all maintenance and repair of the Employer On-Site Clinic space, building, grounds, plumbing, electricity and utilities. Notwithstanding the foregoing, the parties agree that HRH shall be responsible for the cost of a cleaning service and internet and telephone services for the Employer On-Site Clinic.
- 5.7 Staffing/Clinic Hours. HRH shall provide a Medical Director, Medical Professionals and other appropriate staff to perform Medical Services, administrative or other tasks at the Clinics. The Medical Professionals and Clinic staff shall be employees or contractors of HRH. HRH shall consult with Employer concerning the number of Medical Professionals and other appropriate staff necessary to perform services at the Clinics, provided, however, that HRH, in its sole discretion, shall determine the types and number of Medical Professionals and other staff to provide Services at each Clinic location. The days and hours of operation of each Clinic shall be set forth in Exhibit A. It is understood that the staffing and/or hours of operation at each clinic may or may not be sufficient to meet the demand for services on any given day.
- 5.8 Interruptions in Services. From time-to-time, due to illness, unavailability of Medical Professionals or for other reasonable cause, interruption of Medical Services may occur. Whenever possible, HRH shall inform Employer in advance about any anticipated interruption of Medical Services.
- 5.9 Medical Services. The specific Medical Services delivered to an individual Participant or Eligible Dependent at the Clinics shall be determined by the Medical Professionals in consultation with each individual Participant or Eligible Dependent under their care, and shall be performed according to the standards set forth in this Agreement. HRH shall not exercise any control or direction over the medical judgment of the physicians providing the Medical Services. The scope of Medical Services available at the Clinics shall be limited by the education, training and experience of the individual Medical Professionals and by the available Equipment, Supplies and physical restrictions of the Clinics.
- 5.10 Medical Records. HRH shall be responsible for maintaining electronic medical records for all of the Participants and Eligible Dependents receiving Services under this Agreement, all of which shall be maintained in a professional manner consistent with the policies of HRH. HRH and the Medical Professionals shall comply with the privacy standards required by the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"). Subject to the rights and powers of the applicable patient and the Medical Professionals, all medical records maintained by HRH and the Medical Professionals pursuant to this Agreement shall be the sole property of HRH. Employer acknowledges and agrees that all of the medical records and other protected health information maintained by HRH shall be held in strictest confidence and that Employer shall



not be entitled to have access to these medical records in the absence of an appropriate written authorization from the relevant Participant or Eligible Dependent in accordance with applicable laws and regulations.

- 5.11 Reports. HRH shall provide to Employer written reports concerning the Medical Services provided at the Clinics, including utilization and general statistical data (without identifying Participants or their Eligible Dependents), in a manner that complies with HIPAA and applicable laws regarding patient confidentiality. HRH shall work with Employer to identify important metrics, expected results, and other desired data requested in order to customize these reports to a level that is reasonably acceptable to Employer, provided that obtaining the necessary data is not unduly burdensome to HRH and that HRH's provision of such data to Employer complies with HIPAA and applicable laws regarding patient confidentiality.
- 5.12 Professional Liability Insurance. HRH 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 Employer upon written request.
- 5.13 Comprehensive and Property Damage Insurance. HRH 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.
- 5.14 Permits and Licensures. Any permits or licensures necessary to provide Medical Services under this Agreement shall be obtained and maintained by HPN at HPN's expense.
- 5.15 Computer Access. HRH shall install, maintain, and provide the computer configuration meeting requirements for the Clinics. HRH's installing, maintaining, and providing of the access configuration shall not give the Employer any access or other rights to or in the data contained in the access configuration (the "Data"), including specifically, but not limited to, any medical record information, all of which shall be the property of HRH, nor shall Employer have any access or other rights to or in the computer software installed on the access configuration, which shall be the property of HRH or its third party vendors. Furthermore, computer hardware provided by HRH in the Clinics shall be exclusively for use by HRH employees assigned to the Clinics. To preserve confidentiality and security of HRH systems, no software may be installed upon Clinic computer hardware without written permission by HRH.

## **6. STANDARDS OF MEDICAL SERVICES**

- 6.1 Employer Not Providing Medical Services. The parties agree that the Employer is not providing Medical Services.
- 6.2 Referral Services. HRH's Medical Professionals shall exercise their professional judgment when referring Participants or Eligible Dependents for health care services. Neither HRH nor Employer shall interfere with the professional judgment of the Medical Professionals in making such referrals. For purposes of this section, "referral" shall mean the act of identifying another health care provider and communicating information or a recommendation to a patient about that provider, as distinguished from a health care provider exercising his or her professional judgment with respect to the diagnosis or treatment of a Participant or Eligible Dependent.
- 6.3 Practice Standards. Medical Professionals shall provide Medical Services in accordance with generally accepted medical practices and standards in the industry and applicable federal, state and local governmental laws, rules and regulations.
- 6.4 Licensure. In furtherance of the foregoing, Medical Professionals shall: (a) be licensed to practice their professions in Indiana and shall not have had a license limited, suspended or revoked at any time before or during the term of this Agreement (except for administrative reasons, such as, but not limited to, failure to timely pay license renewal fees), and (b) as applicable for their scope of practice, be licensed without restriction under state and federal laws to prescribe all controlled substances, narcotics and other drugs.

## **7. RELATIONSHIP OF EMPLOYER TO HRH**

- 7.1 Independent Contractors. The parties acknowledge and agree that HRH's relationship to Employer is that of an independent contractor. Neither party has any authority to bind or obligate the other party in any manner whatsoever. This Agreement does not constitute either party as an agent of the other party. Neither party shall be responsible in any way for any obligation or liability incurred or assumed by the other party except as specifically described in this Agreement. Neither party shall hold itself out to any third party as a partner of, joint venturer with, agent of, or in any other capacity with regard to the other party except as specifically described in this Agreement.

## **8. INDEMNIFICATION**

- 8.1 Own Acts and Omissions. Each party will be responsible for the acts and omissions of itself and its employees, directors, officers and agents. This Agreement will 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 employees, directors, officers and agents; provided, however, this Section will not constitute a waiver by any party of any right to indemnification,

contribution, subrogation or other remedy available to that party by operation of law or in equity.

8.2 No Limitation of Rights. Nothing in this Agreement shall limit, or shall be deemed to limit HRH's right, or the Medical Professionals' rights to the applicable protections and limitations provided by statutes designed to protect and limit the exposure and liability of the Medical Professionals as qualified health care providers under the Indiana Medical Malpractice Act, including, without limitation, its aggregate liability limits.

8.3 Survival. The obligations of the parties under this Section 8 shall survive expiration or termination of this Agreement.

## **9. CONFIDENTIALITY AND PROPRIETARY RIGHTS**

During the term of this Agreement, each party may have access to procedures, pricing information, data, documents, policy manuals, marketing and other techniques, materials, forms and other information of a proprietary and confidential nature belonging or pertaining to the other party and/or its affiliates and their operations (collectively, "Confidential Information"). Each party shall maintain the other party's Confidential Information in confidence and shall restrict access and dissemination of the other party's Confidential Information to its shareholders, members, officers, directors, employees, independent contractors, agents, successors, assigns and affiliates who reasonably have a need to know such information for the purposes of performing this Agreement. Otherwise, neither party shall disclose or reveal the other party's Confidential Information to any person or entity for any purpose; provided, however, that Confidential Information may be disclosed or used (a) to the extent required by applicable law, including but not limited to the Indiana Access to Public Records Act, or (b) to enforce this Agreement. Each party hereby waives any and all right, title and interest in and to the other party's Confidential Information and shall return to the other party or certify in writing the destruction of all copies of such Confidential Information upon the expiration or termination of this Agreement. The provisions of this Section 9 shall survive expiration or termination of this Agreement. The parties specifically acknowledge and agree that this Agreement, including the pricing and other terms of this Agreement, are Confidential Information.

As between HRH and Employer, all rights to patents, trademarks, trade secrets, contracts, and other intellectual property in the Services, including, but not limited to any materials, documentation, methods, protocols, tools, or software, shall be in and remain with HRH, and Employer shall acquire no right, title or interest. Employer shall have no ownership of any medical records created in whole or in part under the terms of this Agreement. The ownership and right of control of all reports, records, and supporting documents prepared and used by HRH in the provision of the Services shall be exclusively with HRH; provided, however, that any reports delivered by HRH to Employer (such as number of Participants using the Services) may be used by Employer solely for its internal business purposes in accordance with applicable laws, rules, and regulations.

## 10. GENERAL PROVISIONS

- 10.2 Sole Agreement. This Agreement constitutes the sole agreement between the parties relating to the subject matter hereof. Any and all other prior agreements, whether written or oral, between the parties are cancelled and superseded by this Agreement.
- 10.3 No Assignability. This Agreement may not be assigned in whole or in part by either party without the prior written consent of the other party; provided, however, that this Agreement may be assigned by HRH to another entity in connection with a reorganization, merger, consolidation, acquisition, or other restructuring involving all or substantially all of the voting assets of HRH, in which case HRH shall send written notice of such assignment to Employer promptly thereafter.
- 10.4 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, permitted transferees, successors, and assigns.
- 10.5 Headings, Terms, and References. Captions included in this Agreement are for convenience only and are not to be used for purposes of interpretation of this Agreement. All singular terms used herein shall include the plural, and all plural terms used herein shall include the singular, unless the context clearly indicates otherwise. All masculine or neutral pronouns used herein shall include the feminine, neutral or masculine, as the case may be, unless the context clearly indicates otherwise. References herein to particular Sections and Exhibits are to those of this Agreement. Exhibits to this Agreement are incorporated herein by reference.
- 10.6 No Waiver. No delay or failure in exercising any right hereunder and no partial or single exercise thereof shall be deemed to constitute a waiver of such right or any other rights hereunder. No consent to a breach of any express or implied term shall constitute a consent to any prior or subsequent breach.
- 10.7 Severability. If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.
- 10.8 Force Majeure. Any failure by either party to perform its obligations related to the Clinics hereunder, or for any failure by the Medical Professionals to perform Medical Services at the Clinic, shall be deemed not to be a breach of this Agreement if such failure by either party or the Medical Professionals is caused by a condition beyond such party's or the Medical Professionals' reasonable control including, but not limited to, an act of God, war, pandemic, terrorism, strike, fire, flood, natural disaster, governmental restrictions, power failure,

internet outages, or damage to or destruction of any computer or network facilities or servers.

- 10.9 Governing Law. This Agreement in all respects is to be interpreted and construed in accordance with and governed by the laws of the State of Indiana. Any dispute arising out of this Agreement or its operation, performance or non-performance shall be resolved exclusively by the courts located in Hancock County, Indiana. Both parties hereby consent to, and agree not to challenge in any forum or proceedings at any time the jurisdiction and venue of said courts.
- 10.10 Notices. All notices or communications herein required or permitted shall be given to the parties hereto by registered or certified mail (said notice being deemed given as of the date of mailing) or by hand delivery at the following addresses unless either party shall otherwise designate its new address by written notice:

**HRH**

Hancock Regional Hospital d/b/a Hancock Health  
801 N. State Street Greenfield, IN 46140  
Attn: Steve Long, CEO

With a copy to: Michael Fletcher, MD

**EMPLOYER**

Mt. Vernon Community School Corporation  
1806 W SR 234 Fortville, IN 46040  
Attn: Chris Smedley, Assistant Superintendent

With a copy to: Greg Elkins, CFO

- 10.11 Execution and Enforceability of Agreement. Each party represents and warrants to the other that (a) it is not prevented by any other agreement or contract or any law from entering into and performing this Agreement in accordance with its terms; and (b) this Agreement has been duly and validly executed and delivered, and constitutes the legal, valid, binding and enforceable agreement of Employer and HRH.
- 10.12 Compliance with Laws. The parties intend for this Agreement to comply with all applicable local, state and federal laws and regulations (collectively, "Laws"). If either party reasonably believes that this Agreement violates any such laws or regulations, then the other party shall be informed along with an opinion of counsel and the parties shall negotiate in good faith to amend this Agreement. If, within thirty (30) days of either party first providing notice to the other of the need to amend the Agreement to comply with Laws, the parties, acting in good faith, are (a) unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question, or (b) alternatively, the parties determine in good faith that amendments or alterations to the requirements are not feasible, then either party may terminate this Agreement upon thirty (30) days prior written notice.

- 10.13 Disclaimer Regarding Admissions. Under no circumstances shall this Agreement, either explicitly or implicitly, require or obligate the parties to utilize or arrange for each other's services. The parties acknowledge and agree that this Agreement shall not be construed as an inducement for referrals or to generate any business between the parties.
- 10.14 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, HRH covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement 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's 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"). The Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this Section may be regarded as a material breach of this Agreement, but nothing in this Section shall be construed to imply or establish an employment relationship between the Employer and any applicant or employee of HRH.
- 10.15 Employment Eligibility Verification. HRH, and the representative of HRH signing this Agreement, affirm under penalties of perjury that HRH does not knowingly employ an unauthorized alien.

HRH shall verify the work eligibility status of all its newly hired employees through the E-Verify Program, unless the program no longer exists. HRH shall not knowingly employ or contract with an unauthorized alien and shall not retain an employee or contract with a person the HRH subsequently learns is an unauthorized alien.

HRH shall require its subcontractors, who perform work under this Agreement, to ensure that the subcontractor does not knowingly employ or contract with an unauthorized alien who performs services under this Agreement.

If HRH violates this section, it shall remedy the violation not later than thirty (30) days after the date the Employer notifies the HRH of the violation. Under IC 22-5-1.7-13, Employer may terminate this Agreement if HRH fails to comply with this provision and HRH shall be liable for actual damages to the extent required by law.

*Signature page follows*

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date.

Hancock Regional Hospital d/b/a Hancock  
Health (“HRH”)

Mt. Vernon Community School Corporation  
 (“Employer”)

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

## **EXHIBIT A**

### **CLINIC AND IMMEDIATE CARE CENTER LOCATIONS AND HOURS**

#### **A. Near Site Clinic Locations:**

##### **1. Hancock Well-Being at Work / Greenfield**

1515 North State Street  
Greenfield, IN 46140

Hours of Operation:

Monday, Wednesday and Friday: 2:00 pm – 5:00 pm  
Tuesday and Thursday: 7:30 am – 9:30 am

##### **2. New Palestine Healthway Park**

4055 South Roy Wilson Way  
Suite 110  
New Palestine, IN 46163

Hours of Operation:

Monday and Wednesday: 2:00 pm – 5:00 pm  
Tuesday, Thursday and Friday: 7:00 am – 9:00 am

##### **3. McCordsville**

8535 North Clearview Drive  
Suite 200  
McCordsville, IN 46055

Hours of Operation:

Wednesday: 1:00 – 4:00 pm

##### **4. Hancock Well-Being at Work / Gateway**

6189 W. John L. Modglin Drive  
Suite 202  
Greenfield, IN 46140

Hours of Operation:

To be determined

#### **B. Employer On-Site Clinic Location:**

Located on campus of Mt. Vernon Community School Corporation:

1776 W. State Road 234, Ste. 200  
Fortville, IN 46040



Hours of Operation: 32 Total Hours; specific schedule to be mutually determined by the parties.

**C. Immediate Care Center Locations:**

**1. Hancock Immediate Care - Greenfield**

124 W. Muskegon Drive  
Greenfield, IN 46140

Hours of Operation:  
Daily from 9:00 am – 9:00 pm

**2. Gateway Immediate Care**

6189 W. John L. Modglin Drive  
Suite 101  
Greenfield, IN 46140

Hours of Operation:  
Monday – Friday 8:00 am – 8:00 pm  
Saturday and Sunday 8:00 am – 5:00 pm

Additional Clinic locations and corresponding hours of operation, or changes to existing Clinic locations and hours of operation, may be mutually agreed to in writing by the parties.

## **EXHIBIT B**

### **MEDICAL SERVICES**

Medical Services provided at the Clinics are limited to those common primary, immediate and preventive care medical services typically provided in a community-based primary care practice. Medical Services may include, but are not limited to, the services listed below.

#### **A. Services Included in the Monthly Per Participant Fee:**

##### **Diagnosis and Treatment of Common Ailments:**

- Upper and lower respiratory illnesses, such as colds, sore throats, ear aches, sinusitis, allergy (hay fever), asthma, and bronchitis
- Headaches, including migraine
- Routine, non-specific chest, abdominal, back, and musculoskeletal pain
- Strains, sprains, and minor arthritic conditions
- Rashes, bites, stings, and acne
- Hypertension (high blood pressure)
- Diabetes
- High cholesterol
- Obesity
- Hypothyroidism (underactive thyroid gland)
- Urinary complaints and vaginal discharge
- Osteoporosis (bone density)
- Family planning advice and prescription
- Minor lacerations, including suturing

##### **Screening, Treatment, and Prevention:**

- Annual physical examination (including routine gynecologic care) and other preventive health maintenance
- Sports physicals
- Pediatric services for children twelve (12) months old and over, excluding vaccinations (vaccines provided as a pass through cost)
- Department of Transportation (DOT) physicals
- Strep Throat screening
- Flu and Covid testing
- Minor skin procedures, including biopsies and lesion destruction with liquid nitrogen
- Urinalysis (and collection of culture, if indicated)
- Pregnancy testing
- Finger stick glucose (blood sugar)
- Oximetry (oxygen levels in blood)
- Pap Smears
- Fecal Occult Blood (check stool for blood)
- Visual Acuity / Vision Tests (screening only)
- Referral to the Clinical Exercise Program for qualifying conditions

- Health coaching

**B. Services Offered But Not Included in the Monthly Per Participant Fee:**

Unless otherwise noted below, HRH shall bill Employer for all services below on a monthly basis and Employer shall pay HRH the invoiced amount within thirty (30) days of receipt of an invoice.

**Immediate Care Center Services:**

- HRH shall provide access to the Immediate Care Centers listed on Exhibit A, at which HRH will provide Immediate Care Center Services to Participants and Eligible Dependents for the treatment of acute illnesses only.
- HRH shall charge Employer an ICC Service Fee of One Hundred Fifty Dollars (\$150.00) for the following services related to an immediate care center visit by a Participant or Eligible Dependent, provided that such services are provided outside of the hours of operation of an available Near Site Clinic or the Employer On-Site Clinic:
  - Clinical visit
  - Plain X-rays (excluding radiology professional fee)
  - Point of care testing

**Vaccinations:**

Vaccinations shall be billed as a pass-through cost and invoiced to Employer on a monthly basis.

**Medications:**

- HRH shall maintain a limited on-site formulary of medications for distribution to Participants and Eligible Dependents in Clinics upon the order of Medical Professionals. A list of such medications and related pricing ("Medication List") is available to Employer upon request, and is subject to change by HRH.
- For purposes of clarity, all medications shall be offered outside of the Monthly Per Participant Fee, at the rates set forth on the Medication List, and shall be invoiced to Employer on a monthly basis. Employer agrees to pay HRH the invoiced amounts within thirty (30) days of receipt of each invoice.
- In addition to the on-site formulary described above, HRH shall make available to Employer certain mail order pharmacy, pharmacy retail card and rebate services. Employer acknowledges and agrees that HRH may contract with a third party vendor to provide such services to Employer. If Employer elects to receive such services, HRH and Employer agree to enter into an Addendum to this Agreement governing the provision of such services and the related fees.

**Laboratory Tests in Clinics (\*Excluding Laboratory Tests in Immediate Care Centers):**

- Certain laboratory tests will be offered at pass-through costs outside of the Monthly Per Participant Fee, and shall be invoiced to Employer on a monthly basis. Employer agrees to pay HRH the invoiced amounts within thirty (30) days of receipt of each invoice.
- HRH shall maintain a list of available laboratory tests and corresponding discounted pricing (the “Employer Clinic Laboratory Test List”) and shall make this list available to Employer upon request. HRH may update the Employer Clinic Laboratory Test List and corresponding pricing at its own discretion.
- If a laboratory test is not on the Employer Clinic Laboratory Test List, HRH may draw and/or collect the specimen in the Clinic and send it to an appropriate laboratory, including but not limited to Hancock Regional Hospital, at which point such laboratory shall bill the Participant or Eligible Dependent’s insurance. These laboratory tests shall be billed at standard charges.

**C. Exclusions**

Medical Services specifically exclude the following, which shall not be performed at the Clinics:

- Obstetrical care
- Treatment of injuries or conditions that may be reasonably viewed as eligible for Worker’s Compensation claims
- Management of chronic pain, severe behavioral, or severe mental health disorders
- Fracture (broken bone) management
- Dispensing of controlled substances of any kind (such as, narcotics, benzodiazepines, stimulant medications)
- Any services that, in the professional judgment of the Medical Professional, would be better treated by a medical specialist or surgeon, or conditions (such as moderate/severe chest or abdominal pain) that requires services beyond the scope of a primary care office
- Flu shot clinics provided a non-Clinic location (available as separate service and additional cost for Employer)
- Management of complex medical issues that are better served in a traditional office practice due to more extensive hours of operation or higher levels of staff support
- Emergency medical services