

**HEALTH FIRST INDIANA MARION COUNTY
SERVICES AGREEMENT**

This Agreement for the delivery of Core Public Health Services (CPHS) is entered into by and between The Health and Hospital Corporation of Marion County, Indiana (“HHC”) d/b/a **Marion County Public Health Department (“MCPHD”)** with its office at 3838 North Rural Street, Indianapolis, Indiana 46205 and the **YWCA of Greater Indianapolis (“Contractor”)** with principal offices at 6610 N. Shadeland Avenue, Indianapolis, IN 46220.

WHEREAS, Contractor desires through its Top 10 Coalition (Top 10) to support and advance a culture of health through building and maintaining a formal partnership of multi-sectoral stakeholders committed to leveraging resources, creating a shared vision for a healthy community, and commitment to the partnership itself;

WHEREAS, MCPHD desires to engage a healthy community coalition to develop, implement, encourage- and evaluate upstream strategies for the prevention of chronic diseases, including obesity and other nutrition and physical activity related conditions.

NOW, THEREFORE, the parties, intending to be legally bound, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, do agree as follows:

1.0 TERM

The term of this Agreement begins June 1, 2024, and ends May 31, 2026. This Agreement is governed by the laws of the State of Indiana.

2.0 SERVICES

Contractor shall provide the services as described in the attached Scope of Work (**Attachment A**).

3.0 BUDGET AND PAYMENT ARRANGEMENTS

The cost for Contractor’s services shall not exceed \$200,000 as described in the attached Budget (**Attachment B**). Contractor shall submit monthly invoices with the appropriate documentation. MCPHD has a right to retain final payments if professional services were not rendered in accordance with agreement. The final claim shall be sent to MCPHD no later than 30 days after termination of this agreement.

Requests for payment must be supported by appropriate documentation, as set forth below:

- For salary(ies) and fringe benefits: copies of the paycheck, employer expense summary, or the payroll system check register should be attached. If paying with a check, a copy of the front and back of the check paying for the item(s) showing proof of payment The pay date, pay period, employee name, and salary amounts should be visible. If applicable, proof of employer paid insurance, unemployment, or other

benefits should also be attached. If less than 100 percent of an employee's salary is being claimed, supporting documentation should reflect the number of hours charged to Agreement-related activities and the corresponding calculations for Social Security and Medicare.

- For supplies, incentives, rentals, and/or equipment: a copy of the invoice/receipt clearly indicating a description of the item(s), date of purchase, and amount paid should be attached. A copy of the front and back of the check paying for the item(s) showing proof of payment, should also be attached. For equipment, a copy of a receiver document clearly indicating receipt of the item(s) should be attached. If Contractor is tax exempt, the Subawardee should claim no sales tax and provide the tax exemption certificate.
- For items purchased with a credit card: a copy of the credit card receipt; a copy of the credit card statement, highlighting the grant related purchases; and proof of payment to the credit card company.
- For mileage: origin and destination date, number of miles, mileage rate, total amount claimed, and a brief description of each trip's business purpose should be attached and a copy of proof of the amount of mileage claimed, for example MapQuest, Google Maps etc.
- For telephone: a dedicated business line is preferred, and copies of invoices/checks must be attached. MCPHD must pre-approve personal telephone use, and monthly bills must be attached clearly marking and totaling all business-related calls.
- A current, valid W9 must be on file for payment.

MCPHD reserves the right to request additional documentation to support invoices. All documentation related to invoices should be maintained for ten years after the agreement end date, and such documentation must be made available to MCPHD upon request.

4.0 INDEPENDENT CONTRACTOR

The parties are at all times Independent Contractors, and neither party will be considered an agent, servant, partner, or employee of the other party. It is established that Contractor is not an employee of MCPHD. Provider understands and agrees that MCPHD will provide no employment-related benefits pursuant to this Agreement and that Contractor shall have no claim against MCPHD for any social security, worker's compensation, disability unemployment, vacation, or health benefits. Contractor shall secure and keep in force during the term of this Agreement insurance coverage, covering the Contractor for any and all claims of any nature which may, in any manner, arise out of or result from Contractor's performance under this Agreement. Contractor shall obtain and maintain worker's compensation coverage meeting all the statutory requirements of IC § 22-3-2.

5.0 FINANCIAL REPORTING

Contractor shall be responsible for all financial record keeping and reporting as well as for any state, federal or local income tax reporting and payment, and any other tax-related reporting and payment, pertaining to any and all income earned during the term of this Agreement.

6.0 INSURANCE

Contractor shall, as a condition precedent to this Agreement, purchase and thereafter maintain the types of insurance in the amounts listed below as will protect the MCPHD from claims that may arise out of or result from Contractor's operations under this Agreement, whether such operations be by Contractor or its subcontractors or by anyone directly or indirectly employed by any of them or by anyone directly for whose acts any of them may be liable:

Type of Insurance	Minimum Required Coverage
Worker's Compensation Employer's Liability	Statutory (as defined by the Indiana Worker's Compensation Statute) \$1,000,000 each accident \$1,000,000 policy limit \$1,000,000 each employee
General Liability (including Contractual)	\$1,000,000 per Occurrence / \$2,000,000 in the aggregate (includes Property Damage/ Bodily Injury, Products – Completed Operations, Personal & Advertising Injury)
Automobile Liability (including owned & non-owned)	\$1,000,000 Combined Single Limit
Excess/Umbrella over General Liability, Employers Liability, Auto Liability	\$1,000,000
Cyber Insurance including Privacy Notification and Response Expenses	\$1,000,000 for general service providers; or \$5,000,000 for service providers that are considered technology vendors and/or Business Associates
Institution as Additional Insured	Contractor will add The Health and Hospital Corporation of Marion County, its officers, agents and employees, as an additional insured under the commercial general and automobile liability policies.

7.0 INDEMNIFICATION

Contractor agrees to indemnify, defend, and hold harmless MCPHD, its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any negligent or wrongful act or omission nor breach of any provision of this Agreement by Contractor or any of its officers, agents, employees or subcontractors regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder.

8.0 NOTICE

Any notice or other correspondence required to be sent under this Agreement shall be sent to:

Marion County Public Health Department 3838 N. Rural Street Indianapolis, IN 46205 Attn: Virginia A. Caine, MD Office (317) 221-2310	YMCA of Greater Indianapolis 6610 N. Shadeland Ave. Indianapolis, IN 46220 (317) 266-9622
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9.0 CONFLICT OF INTEREST

No officer, employee, or agent of MCPHD or Contractor or any other party who has any function or responsibility in connection with the planning or execution of this Agreement shall have any personal financial interest, direct or indirect, in this Agreement, or receive any benefit from it, other than regular employment or fees as agreed upon.

10.0 NONDISCRIMINATION

Pursuant to the Indiana Civil Rights Law, specifically including 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, Contractor 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. Breach of this covenant may be regarded as a material breach of the Agreement.

11.0 FORCE MAJEURE

Neither party will be liable for failure or delay in performing its obligations under this Agreement if such failure or delay results from any act of God, act of war, civil unrest, labor strike, riot, fire, flood, earthquake, epidemic, act of governmental authorities, or other cause beyond such party's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence) ("Force Majeure"). If, due to Force Majeure, either party is rendered unable, wholly or in part, to carry out its obligations under this Agreement, then such party will give notice and complete details of such Force Majeure in writing to the other party within a reasonable time after occurrence of such Force Majeure. The contractual obligations of the party giving such notice will be suspended (a) while such party is unable to perform, but for no longer period and (b) only to the extent such party is unable to perform due to the reported Force Majeure. Furthermore, such party will endeavor to remove or overcome such inability to perform with all reasonable dispatch.

12.0 TERMINATION

This Agreement may be terminated by either party upon giving thirty days written notice to the other party. Upon receipt of a proper accounting of services rendered to the termination date, MCPHD shall be liable to pay for services rendered through that date. Further, this Agreement may be terminated by MCPHD in the event of nonappropriation by its governing body.

13.0 COMPLIANCE WITH E-VERIFY PROGRAM

As required by IC §22-5-1.7, by signing this Agreement, Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. Contractor further agrees that Contractor shall enroll in and verify the work eligibility status of its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. Contractor shall not knowingly employ or contract with an unauthorized alien. Contractor shall not retain an employee or contract with a person that Contractor subsequently learns is an unauthorized alien.

14.0 ASSIGNMENT

Contractor shall not extend, assign, or subcontract the whole or any part of this Agreement without MCPHD/MCPHD's prior written consent. Additionally, the Contractor shall provide prompt written notice to MCPHD/MCPHD of any change in the Contractor's legal name or legal status so that the changes may be documented and payments to the successor entity may be made.

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IN WITNESS THERETO, the parties have executed this agreement.

YMCA

Randall Bordeau Date
Senior Vice President Finance

THE HEALTH AND HOSPITAL CORPORATION OF MARION COUNTY

Virginia A. Caine, MD Date
Director and Chief Medical Officer
Marion County Public Health Department

Paul T. Babcock Date
President/CEO
Health and Hospital Corporation of Marion County

**YMCA of Greater Indianapolis
(Fiscal agent for the Top 10 Coalition)
Scope of Work
3/1/2024-02/28/2026**

MCPHD will be engaging a healthy community coalition to develop, implement, encourage- and evaluate upstream strategies for the prevention of chronic diseases, including obesity and other nutrition and physical activity related conditions. The healthy community coalition will bring together representatives of various sectors as well as community members, particularly those who experience a disproportionate burden of chronic disease, to draw from evidence-based practices to develop prevention strategies. Coalition will demonstrate commitment to ongoing coalition assessment, development, and evaluation activities. Coalition will establish a strong presence in the Marion County through sustained and on-going communications efforts.

The YMCA of Greater Indianapolis, through its Top 10 Coalition (Top 10) agrees to:

1. Support and advance a culture of health through building and maintaining a formal partnership of multi-sectoral stakeholders committed to leveraging resources, creating a shared vision for a healthy community, and commitment to the partnership itself.
2. Develop and implement an annual Chart of Work.
3. Plan and carry out listening sessions in Marion County to gather insight and thoughts on public health from community members.
4. Conduct outreach and educational activities that reflect Top 10's priority issues and that advance health equity, community engagement, and public health literacy. Emphasize the connections between social determinants of health and chronic conditions as well as a Health in All Policies approach to improving neighborhoods, communities and the environment.
5. Engage in consistent, proactive, and creative communication activities to support the Top 10 Chart of Work priority areas. Update and enhance the Top 10 website. Coordinate with community collaborators to sync messaging and to leverage funds. Track impressions and reach.
6. Provide all financial status reports and maintain records for inspection.
7. Submit quarterly invoices for services rendered as outlined in this agreement. Top 10 must submit the appropriate documentation to said invoices. Appropriate documentation means:
 - a. Invoices and receipts/cancelled checks from vendors for supplies, incentives, rentals, and/or equipment;
 - b. Proof of payment to vendors for supplies and/or equipment;

- c. Payroll records (payroll journals and/or cancelled check stubs) for personnel/staffing costs;
 - d. Statements detailing the date, attendance, and purpose of partnership meetings, community meetings, outreach events, and training sessions. The focus area as it relates to the Health First Indiana Core Public Health Services should be included for each activity.
8. Complete annual reports to MCPHD. Annual reports are due within 45 days of the close of each funding year. Failure to submit annual reports may delay prompt payment of invoices and may prevent Contractor from being awarded future contracts from MCPHD.

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Budget

Category	2024 -2025	2025 - 2026	Total
Personnel	\$ 53,000	\$ 55,360	\$ 108,360
Fringe Benefits (35%)	\$ 18,550	\$ 19,376	\$ 37,926
Computer Hardware/Software	\$ 2,000	\$ 1,500	\$ 3,500
Supplies		\$ 5,000	\$ 5,000
Printing	\$ 4,314	\$ 5,000	\$ 9,314
Advertising	\$ 22,136	\$ 13,764	\$ 35,900
Total	\$ 100,000	\$ 100,000	\$ 200,000