

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 **MCCOY (“Contractor”)** with principal offices at 1375 W. 16th Street, Indianapolis, IN 46202.

WHEREAS, Contractor desires through the Marion County Youth Violence Prevention Coalition to support and advance a culture empowering youth led solutions to building a future without gun violence;

WHEREAS, MCPHD desires to engage a healthy community coalition to develop, implement, encourage- and evaluate strategies for the prevention of firearm injuries.

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 September 16, 2024, and ends December 31, 2024. 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 \$28,000 as described in the attached Budget (**Attachment B**). Contractor shall submit Expense Reports/Invoices with the appropriate documentation to validate expense associated with reimbursements. 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. MCPHD reserves the right to request additional documentation to support invoices.

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	MCCOY 1375 W. 16 th Street Indianapolis, IN 46202 (317) 921-1266 Attn: Liz Coit
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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.

MCCOY

Liz Coit
Executive Director

Date

THE HEALTH AND HOSPITAL CORPORATION OF MARION COUNTY

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

Date

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

Date

**MCCOY
(Fiscal agent for Marion County Youth Violence Prevention Coalition)
Scope of Work
09/16/2024-12/31/2024**

MCPHD desires to engage a healthy community coalition to develop, implement, encourage- and evaluate strategies for the prevention of firearm injuries.

The Marion County Youth Violence Prevention Coalition, through a partnership with other youth servicing entities including Judge Gaither, TRU Colors, New B.O.Y., Inner Beauty Program Inc., VOICES Corp, and Big Brothers/Big Sisters of Central Indiana agrees to:

1. To host a series of meetings designed to address and bridge the gaps in community dialogue.
 - a. The first meeting will bring together a diverse group of youth and mentors to explore pressing issues and generate actionable solutions.
 - b. The second meeting will serve as a follow-up session with community leaders, where the insights gained at the first meeting will be discussed with the intent of strategizing methods of implementation of possible solutions.

2. The rationale of developing the Youth Empowered Project is to:
 - a. Address a critical need: Youth gun violence is a pressing issue in our community that demands immediate and effective intervention. By focusing on youth empowerment and community engagement, the aim is to address the root causes of violence and provide a platform for young voices to be heard.
 - b. Collaborative Efforts: The involvement of diverse organizations such as TRU Colors, New B.O.Y., Inner Beauty Program Inc., VOICES Corp, Big Brothers/Big Sisters of Central Indiana, and Judge Gaither underscores our commitment to a collaborative approach. By leveraging the expertise and resources of these partners, we can create a more comprehensive and effective strategy.
 - c. Structured and Inclusive Events: The proposed meetings are carefully structured to facilitate meaningful discussions and actionable outcomes including both a youth-led discussion and an adult session. This dual approach ensures that all stakeholders are engaged.
 - d. Clear Objectives and Outcomes: Each component of the project has clear objectives and expected outcomes. For example, the breakout sessions aim to generate actionable ideas, while the commitment cards serve to formalize participants' dedication to implementing these ideas.
 - e. Sustainable Impact: The aim is to create lasting change by focusing on long-term strategies. Follow-up meetings and ongoing collaborations with community partners as integral parts of the project, ensuring that the momentum gained from the events is sustained over time.
 - f. Community Engagement: Engaging the broader community is essential for the success of the project. By involving various stakeholders, including schools, local

organizations, and community leaders, we ensure that our initiatives are supported and that the solutions proposed have a greater chance of being implemented and sustained.

3. Provide all financial status reports and maintain records for inspection.
4. Submit quarterly invoices for services rendered as outlined in this agreement. MCCOY 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 (Trauma and Injury Prevention) as it relates to the Health First Indiana Core Public Health Services should be included for each activity.
5. The following project deliverables will be provided to MCPHD 45 days following 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.

Deliverable	Description
Documentation and Reporting	Compilation of a comprehensive report detailing event outcomes, participant feedback, and key insights from discussions.
Distribution of Materials	Sharing meeting recordings, notes, and materials with all participants and stakeholders
Follow-Up Meetings	Organizing follow-up meetings to review progress on actionable items identified during the event and to plan further actions.
Funding Utilization Report	Comprehensive report on how the funds were utilized, including breakdowns of transportation costs, materials and supplies, honorariums, and logistical support.

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Budget

Category	Cost
Transportation Costs: Providing buses to ensure students from various districts can attend	\$2,000
Materials and Supplies: Educational materials, discussion aids, and event-specific supplies.	\$2,000
Honorariums: For youth speakers and mentors who will be leading discussions and sharing insights.	\$4,000
Facilities: Venue rental, technical equipment	\$2,000
Catering:	\$17,500
<ul style="list-style-type: none"> • Event #1-\$25/person x 500 people = \$12,500 • Event #3-\$20/person x 250 people = \$5,000 	
Marketing	\$500
Total	\$28,000