

## 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 Fire Territory (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 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 employees as the program requires.

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 employees 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 described (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 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 sixty (60) days' advance written notice of the intent to terminate and describing the alleged breach. If the breaching Party cures the breach during the sixty (60) day period, the Agreement shall remain in effect. If the breach is not cured, the Agreement shall terminate at the end of the sixty (60) 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 employees, 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 employees, directors, officers, and agents. This section shall not constitute a waiver by either Party or 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, employees 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.

#### 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 communicated by the Disclosing Party that should reasonably be considered confidential under the circumstances, notwithstanding whether it was identified as such at the time of disclosure; (ii) 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 (iii) this Agreement, and (iv) 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, stock exchange requirement 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: Joel Hungate, Executive Director of Strategy &  
Integrated Well-Being

**If to Customer:**

Greenfield Fire Territory

17 W South St

Greenfield, IN 46140

Attn: Jason Horning, Fire Chief

Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated twenty-four (24) hours after mailing. 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. **Amendment.** The terms and provisions of this Agreement may be modified or amended only by written agreement executed by the Parties.
- 6.13. **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**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**COMPANY**

**Hancock Regional Health d/b/a Hancock Health**

By:  \_\_\_\_\_  
Name: **Joel Hungate**  
Title: **Executive Director**

## **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 onsite locations for delivery of the services below.

The following service offering assumes employees screened onsite or at Hancock Health locations at an agreed upon cadence by appointment or mass analysis.

PRICING: \$420 Per Person Per Year for the full offering

SERVICE: Comprehensive Annual Physical for First Responders and Programmatic Follow-Up

SERVICE OFFERING INCLUDES:

<i>Category</i>	<i>Service Offering Includes</i>	<i>Per Person Charge per Year</i>
<i>VO2 Sub-Max</i>	Aerobic capacity and cardiovascular fitness assessment	\$65.00
<i>Blood Panel/Chemistry and Medical Testing</i>	Comprehensive blood work and results consultation- Cardiometabolic Blood Test, Lipid Panel (total cholesterol, HDL, LDL, ratio), Insulin, Hemoglobin A1c, TSH, CMP, CBC, Urinalysis Medical Testing- Vision Acuity, Pulmonary Function Test, Audiometry, Body Composition, Height, Weight, Blood Pressure, EKG w/interpretation and Medical Review/Exam	\$235.00
<i>Administration Fee and Supplies</i>	Includes materials, equipment, and coordination	\$120.00
<i>Health Coaching</i>		-
<i>Nutrition Strategies (Full-Plate Living)</i>	Included in DPC	-
<i>Clinical Exercise Referrals</i>		-
<i>Total</i>	All Services bundled	<b>\$420.00</b>

Additional Resources and Testing Available:

- DARI Motion Capture + 90 Day Movement Program-\$99
- PSA (Prostate Specific Antigen)-\$11
- Heart Scan-\$49
- Lung Screening-billed through insurance
- Medical Nutrition Therapy – billed through insurance, \*additional costs may apply to employer/customer and/or associate depending on plan design\*
- Fitness Programming – leveraging current subsidized membership access to Hancock Wellness Centers



- Population-level data analytics, reporting, and strategies\*

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

## **Service Definitions:**

### *Cardiometabolic Panel:*

Cardiometabolic Biomarker Analysis

Comprehensive Metabolic Profile

Fasting Lipid Profile

A1C

PSA as applicable

### *VO2 Sub-Max:*

Evaluation of Cardiorespiratory Fitness (i.e. the maximum amount of oxygen your body can consume during exercise) with a treadmill and heartrate monitoring

### *Body Composition Analysis:*

Includes an analysis with the InBody Device that generates an individual report detailing body fat percentage, lean skeletal muscle mass, basal metabolic rate, and insights on strategies to gain muscle/reduce body fat relative to the results. This is useful in tracking and trending body composition over time as a better measure of morphological health than purely BMI because it considers muscle mass.

### *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.

### *Health Coaching:*

As defined by the National Board for Health and Wellness Coaching, Health Coaches are certified professionals who “engage individuals and groups in evidence-based, client-centered processes that facilitate and empower clients to develop and achieve self-determined, health and wellness goals. Coaches assist clients to use their own insight, personal strengths, and resources to set goals, commit to action steps, and establish accountability in building an envisioned healthy lifestyle. In this way, coaches empower clients through encouragement, exploration, the mobilization of internal strengths, the identification and utilization of external resources, and through the support and development of self-management strategies for executing sustainable, healthy lifestyle changes”.

Group-based sessions focused on developing practical frameworks for sustainable lifestyle change with community and accountability with a focus on personal buy-in and prolonged engagement with healthy behaviors.

### *DARI Musculoskeletal Analysis:*

Receive the same motion health analysis that is trusted by elite athletes, physicians, wellness experts, and employers around the world to predict and prevent injury, set healthy baselines, and ultimately treat human movement quality like a vital sign. A markerless motion capture technology and insight engine used by the NFL, NBA, US Military, countless universities and health systems, EXOS, Amazon, and more, a subject merely steps into the field of view of the system and the technology overlays an FDA-cleared, highly-accurate digital skeleton over the subject's body which tracks their motion health through a short protocol of functional movements. No sensors, no markers, no special clothing, no force plates are required. Once complete, a report is generated on demand with corrective exercises, a 90-day programmatic exercise plan is generated, and detailed data to objectively track motion health and intervene before little problems become expensive injuries or pain. Aggregate data and individual data outputs and action steps are included with each engagement.