**SERVICES AGREEMENT**

This Services Agreement (the “Agreement”) is made and entered into this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2019 (the “Effective Date”), by and between Fathers and Families Resource/Research Center, Inc. d/b/a Fathers and Families Center (“Center”) and Health & Hospital Corporation of Marion County d/b/a Eskenazi Health (“EH”), (referred to individually and collectively as a “Party” or the “Parties”).

RECITALS

1. Center is an Indiana nonprofit corporation exempt from the payment of federal income tax pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and a public charity classified in Code section 170(b)(1)(A)(vi).
2. EH is part of Health and Hospital Corporation of Marion County (“HHC”), which is a municipal corporation pursuant to Indiana Code 16-22-8 *et seq.*, and a government unit exempt from the payment of federal income tax pursuant to Code sections 501(c)(3) and 170(b)(1)(A)(v).
3. Center seeks operational and administrative support, including personnel services (collectively, the “Services”), to conduct its charitable and educational activities, and desires to assist EH patients through the provision of services.
4. EH seeks services for its patients and desires to assist Center through the provision of the Services on the terms and conditions set forth herein.
5. Center and EH have an existing collaborative and working relationship, and this Agreement is intended to memorialize that which already occurs between the parties.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties incorporate the foregoing Recitals and further agree as follows:

AGREEMENT

1. Personnel. Although HHC technically serves as the employer to all personnel who carry out Center activities (the “Employees”), Center reimburses EH the full cost of salary and benefits expenses related to the Employees. The Employees are covered under EH’s existing benefits programs.
2. Obligations with Respect to Employees. Center shall have all day-to-day authority and responsibility to establish the Employees’ hours of work and job duties and otherwise to direct and control the Employees in the performance of Center’s activities. Center also shall be responsible for any supervision, evaluation, counseling, and discipline of the Employees with respect to their performance of Center activities. EH shall be responsible for compliance with all laws governing workplace safety and all other matters with respect to the Employees for which it is responsible under this Agreement. EH also shall be responsible for payment of the Employees’ salary, employee benefits (including group health plan, tuition reimbursement for those who participate in certain covered educational activities, and retirement benefits available to EH employees), workers’ compensation, disability, illness or sickness benefits, Social Security obligations, and other employee-related benefits, which shall be reimbursed by Center. EH shall be responsible to deduct and remit to the proper taxing authority all local, state and federal taxes required of an employer. EH will provide Center access to EH’s electronic timekeeping system, and Center agrees to utilize the system for purposes of accurately recording hours worked and other information required to process payroll for Center’s Employees. Center shall be responsible for any shortages or overages on Employees’ checks that are the result of Center’s errors. Center agrees to abide by EH’s timekeeping and payroll practices. Center shall have the sole authority to make decisions to continue or terminate the Employees’ employment and shall inform EH’s Vice President of Human Resources of such decisions so that they can be effectuated. Center will determine the number of full-time Employees that are required to conduct the activities of Center. When Center desires to hire a new Employee, Center shall inform EH of same so that the job posting procedure may be commenced, and Center shall have the freedom to select the candidate who will be performing Center activities, provided the applicant meets all applicable requirements for EH employees. Moreover, notwithstanding the fact that the Employees are technically the legal employees of HHC, the following shall apply: (i) the Employees shall have a fiduciary duty to Center; and (ii) the Employees shall be supervised by Center’s President and CEO or his/her designee.
3. FFC’s President and Chief Executive Officer. Center’s Board of Directors shall have total responsibility and authority with regard to hiring, retaining, evaluating, and discharging, and to all other aspects of employment of, the Center’s President and Chief Executive Officer. The Center’s President and Chief Executive Officer must meet all applicable requirements for EH employees.
4. Timing and Payment of Reimbursements. Center shall reimburse EH for the cost of the Employees’ salaries and any and all benefits provided to the Employees within thirty (30) days of its receipt of the monthly invoice prepared by EH’s Finance Department. Center agrees to submit payroll information before 10:30 a.m. three banking days prior to check date.
5. Information Technology. EH shall provide space on its server for Center’s emails and electronic documents at no charge. EH does not own or control Center’s emails or documents, and these items remain the sole property of Center. Center shall retain its own distinct naming conventions (e.g., www.fatherresource.org).
6. Internal Policies. Generally, the Parties agree that Center will adopt and follow the policies of EH. The Parties recognize, however, that in some situations the Center and EH may have their own separate policies with respect to certain matters (e.g., Professional Image Policy). The Center’s Board of Directors shall determine which policies need to differ from EH policies, and prior to implementation, shall share such policies with EH’s Vice President of Human Resources for review and feedback. Center understands that certain policies (e.g., annual flu shot, EH’s annual continuing education requirements) may not be modified.
7. Compliance with Laws. With respect to all matters relating to Employees and to Center’s operations, Center shall comply fully at the Center’s sole expense with all applicable local, state and federal laws, regulations, and ordinances (collectively, “laws”), including without limitation all labor and employment laws, health and safety laws, and environmental, pollution and hazardous substances matters. The Center shall, at its sole expense, furnish to Employees all personal protective equipment and training to the extent necessary for the health and safety of the Employees or otherwise as may be required under any local, state or federal law, regulation or ordinance. The Center shall comply with EH’s policies regarding reporting all work related accidents and injuries.
8. Center’s Representations. The Center represents and warrants that there are no pending, threatened or anticipated governmental investigations, inspections or audits or any claim, demand or lawsuit related to the Center’s Employees, the working conditions with respect to the Employees, the services provided by the Center, or any other matters that may or could affect the performance of the obligations or liability of EH under this Service Agreement. . The Center shall notify EH immediately of any change in the facts represented in this Section.
9. Indemnification. EH will defend, indemnify, and hold harmless Center, its directors, officers, employees, and agents, from and against any claim, liability, loss or expense (including without limitation, attorneys’ fees), arising directly or indirectly out of any act, failure to act, or willful misconduct by EH, its directors, officers, employees, or agents in the performance of this Agreement. EH’s obligations to indemnify and hold harmless Center will be limited by applicable statutes designed to protect and limit the exposure of EH, including, without limitation, the Indiana Tort Claims Act and the Indiana Medical Malpractice Act.

Center will defend, indemnify, and hold harmless EH, its directors, officers, employees, and agents, from and against any claim, liability, loss or expense (including without limitation, attorneys’ fees), arising directly or indirectly out of any act, failure to act, or willful misconduct by Center, its directors, officers, employees, or agents in the performance of this Agreement.

1. Insurance. Each party agrees to purchase and maintain insurance from carriers licensed to do business in the State of Indiana. Such insurance will protect the Parties from claims that arise out of or result from the Parties’ performance under this Agreement, whether such performance is by the Party, or subcontractor, anyone directly or indirectly employed by the party or a subcontractor, or anyone for whose acts the Party or a subcontractor may be responsible. Required insurance includes General Liability, Automobile Liability (including owned & non-owned), Business Property Insurance, Cyber Liability, Umbrella and a D&O/EPLI policy. The Parties understand that a Party may meet these requirements through a program of self-insurance. The Parties agree they will not cause any insurance required under this Agreement to be canceled or permit any insurance to lapse during the term of this Agreement.
2. Relational Matters. The Parties shall operate in collaboration with one another as provided herein. Nonetheless, Center shall retain its separate corporate status and its tax-exempt status under Code section 501(c)(3). Center and EH shall continue to be governed by their own respective Boards.
3. Term and Termination. This Agreement shall commence on the Effective Date and shall continue until it is terminated by either party, in writing, upon 180 days’ notice.
4. General Provisions.
5. Relationship of Parties. It is understood and agreed by Center and EH that each Party is an independent contractor of the other, and that neither Party is an agent, employee, joint venturer, or partner of the other. Neither of the Parties has, nor shall it hold itself out as having, any right, power, or authority to create any contract or obligation, expressed or implied, on behalf of, in the name of, or binding on the other Party unless the other Party shall consent thereto in writing.
6. No Third-Party Beneficiary. This Agreement is made and entered into for the sole and exclusive benefit of the Parties hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person other than the Parties hereto (and, in the case of indemnities, any indemnitee) any right, remedy, or claim, legal or equitable, under or by reason of this Agreement or any provision hereof.
7. No Assignment. Neither Center nor EH may assign this Agreement, or any rights or obligations hereunder, without the prior written consent of the other Party.
8. Amendments. This Agreement may be amended at any time but only by a written instrument that the Center and EH duly execute.
9. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Indiana.
10. Construction and Effect. The section headings in this Agreement are used solely for convenience and shall not be deemed to limit the subject matter of the sections or considered in their interpretation. This Agreement may be executed in one (1) or more counterparts, each of which shall constitute an original hereof and which together shall constitute the fully executed Agreement.
11. Severability. Should any clause, portion, or section of this Agreement be held unenforceable or invalid for any reason, Center and EH agree and acknowledge that such unenforceability or invalidity shall not affect the enforceability or validity of the remainder of this Agreement.
12. Non-Waiver. The failure of either Center or EH to insist in any one (1) or more instances upon the performance of any of the provisions of this Agreement or to pursue its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights and shall not preclude any other or further exercise of any other right or power.
13. Entire Agreement. This Agreement sets forth the entire understanding of the Parties as to the subject matter it addresses and supersedes all previous representations, understandings or agreements, whether written or oral, by and between the Parties with respect to its subject matter.
14. Execution. Center and EH have executed this Agreement below through their respective officers, each of whom represents that he or she is duly authorized to do so.
15. Notices. To be effective, any notice given under this Service Agreement must be in writing, shall be effective when received and must be delivered by hand, facsimile transmission, certified US Mail, overnight express delivery service or e-mail address to the intended recipient at the following address:
    1. If to the Center: President and CEO

Fathers and Families Resource/Research Center d/b/a Fathers and Families Center

2835 N. Illinois St.

Indianapolis, IN 46208

* 1. If to Eskenazi Health: CEO

Fifth Third Bank Building, Fifth Floor

720 Eskenazi Ave.

Indianapolis, IN 46202

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

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| **FATHERS AND FAMILIES CENTER** | **ESKENAZI Health** |
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| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Wallace O. McLaughlin, Ph.D, President and CEO | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Lisa Harris, M.D., CEO |
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