



## MOUNT CARMEL Corporate Health & Wellness

This Mount Carmel Corporate Health & Wellness agreement is made and entered into effective the date of January 1, 2009 by and between Mount Carmel Corporate Health & Wellness and City of Gahanna (Employer).

Contact Information. The person specified in this section shall be Employer's primary person responsible for results reporting and billing inquiries.

Employer Name: City of Gahanna  
Mailing Address: 200 South Hamilton Rd.  
Gahanna, Ohio 43123

Contact Person: 1) Robin Rupp-Mondok

Phone & Fax: (P) 614-342-4455 (F) 614-  
Email: Robin.Rupp-Mondak@gahanna.gov

Contact Person: 2)

Phone & Fax: (P) (F)  
Email:

Engagement:

As more fully described in Exhibit A (see below), the Employer hereby engages Mount Carmel Corporate Health & Wellness to provide the services during the term, and Mount Carmel Corporate Health & Wellness Health accepts such engagement to render services to the participants required herein.

EXHIBIT A:

Description of Services:

One (1) 50 minute initial assessment with a Mount Carmel EAP Clinician/Coach for all employees and spouses eligible for the "Healthy Merits" wellness plan. Assessments will be scheduled at a Mount Carmel EAP Clinic or on-site at the City of Gahanna Administrative office.

Six hours of on-site (City of Gahanna Administrative Office) coaching each month (three hours twice a month January 2009-December 2009) provided by Mount Carmel Corporate Health & Wellness Clinical Exercise Physiologist for all employees and spouses eligible for the "Healthy Merits" wellness plan.

Mount Carmel Corporate Health & Wellness will make reasonable attempts to ensure that the same Clinical Exercise Physiologist Coach (one male and one female) will be on-site each month.

Mount Carmel Corporate Health & Wellness will provide the City of Gahanna's wellness vendor "Healthy Merits" monthly attendance records.

Mount Carmel Corporate Health & Wellness will invoice the City of Gahanna on a Quarterly basis.

Estimated total cost:

\$7,320.00

Term: This Agreement shall commence on January 1, 2009. This Agreement may be terminated by either party upon written notice to the other of any breach by the other party of any term or condition of this Agreement; provided, however, the other party shall have ten (10) days to cure such breach. Either party may terminate this Agreement without cause upon thirty (30) days advance written notice to the other, with payment due from the Employer for only the services that have been rendered prior to the written notice of termination. Should a termination of service occur less than 3 days prior to a scheduled event, the employer is subject to a cancellation fee.

Compensation: In consideration of the Services provided pursuant to this Agreement, the Employer shall compensate Mount Carmel Corporate Health & Wellness in accordance with the fees and billing schedule

established under Description of Annual Services. Payment shall be due within thirty (30) days of receipt of Mount Carmel Corporate Health & Wellness invoice.

Confidentiality: The parties acknowledge that during the Term of this Agreement Mount Carmel Corporate Health & Wellness may acquire confidential information regarding Participants. Mount Carmel Corporate Health & Wellness agrees to maintain confidentiality of such information in accordance with applicable state and federal laws and regulations and accreditation standards.

Corporate Authority: Each of the parties hereby warrants and represents that it has full corporate power and authority to enter into this Agreement without the consent of any other person, organization or other entity, that this Agreement represents the valid and binding agreement of such party enforceable in accordance with its terms.

Miscellaneous: This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements between the parties in connection with the subject matter. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

In Witness Whereof, the parties have executed this Agreement,

PROVIDER: By:

Date:

EMPLOYER: By:

Date: