

This Mount Carmel Occupational Health Occupational Services agreement is made and entered into effective the date of January 1, 2016 between Mount Carmel Occupational Health (Provider) and City Of Gahanna (Employer).

<u>Contact Information</u>. 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, OH 43123

Contact Person: 1) Sue Wadley

Phone & Fax: (P) 614-342-4450 (F) 614-342-4451 Email: Sue.Wadley@gahanna.gov

Engagement:

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

EXHIBIT A:

Description of Services:

Thirteen (13) hours of on-site (City of Gahanna Administrative Office) presentations and coaching January-December, 2016.

One (1) Clinical Exercise Physiologist will be on-site during the months of January – March, 2016 every two weeks for ninety (90) minutes from 3:45 p.m. – 4:30 p.m. and 5:15 p.m. – 6:00 p.m. The Clinical Exercise Physiologist will conduct Onsite Workout Sessions.

One (1) hour of on-site (City of Gahanna Administrative Office or designated City location) specialty presentations three (3) times a year provided by Mount Carmel Health System Staff. Selected topics are: Preventing Back Injury and Improving Core Strength, How to Be Stress Hardy and Men's Health.

Two (2) one (1) hour Cooking Demonstrations conducted by a Mount Carmel Dietitian – Summer BBQ – early June and fall based – early September.

One-on-one consultation with a Mount Carmel Exercise Physiologist on an as needed or gym orientation sixty (\$60) dollars per hour. One-on-one consultation and gym orientation will be billed at 15 minute increments.

Mount Carmel Occupational Health will invoice the City of Gahanna on a Quarterly basis.

Estimated total cost based on 13 hours: \$1,165.00*

*does not include supplies for cooking demonstrations, ono-on-one consultation and gym orientation

<u>Term:</u> This Agreement shall commence on the January 1, 2016 and terminate December 31, 2016. 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.

<u>Compensation:</u> In consideration of the Services provided pursuant to this Agreement, the Employer shall compensate Mount Carmel Occupational Health in accordance with the fee schedule established under Description of Services. Upon thirty (30) days advance notice Mount Carmel Occupational Health may increase its fees; provided, however, that fees may not be increased more than one time per calendar year without Employer's written agreement. Mount Carmel Occupational Health shall bill Employer for the services provided on a quarterly basis. Payment shall be due within forty-five (45) days of receipt of Mount Carmel Occupational Health invoice.

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

<u>Occupational Authority</u>: Each of the parties hereby warrants and represents that it has full I 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.

<u>Miscellaneous</u>: 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:

Name:

Title: