



This Mount Carmel Occupational Health Occupational Services agreement is made and entered into effective the date of February 1, 2012 between Mount Carmel Occupational Health (Provider) 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) 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:

Thirty-two (32) hours of on-site (City of Gahanna Administrative Office) presentations and coaching February 2012-November 2012. Two (2) Clinical Exercise Physiologists will be on-site during the month February 2012 for a total of six (6) hours. March 2012-November 2012 one Clinical Exercise Physiologist will be on-site (three hours once a month except for July and August two (2) hours) provided by Mount Carmel Health System. Clinical Exercise Physiologist will meet with all employees and spouses eligible for the "Healthy Merits" wellness plan.

One (1) hour of on-site (City of Gahanna Administrative Office) specialty presentations four times a year provided by Mount Carmel Health System Staff, for all employees and spouses eligible for the "Healthy Merits" wellness plan.

Mount Carmel Occupational Health will make reasonable attempts to ensure that the same Clinical Exercise Physiologist Coach will be on-site each month.

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

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

Estimated total cost based on 36 hours:

\$2,880.00

Term: This Agreement shall commence on the February 1, 2012 and terminate January 31, 2013. 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.

Compensation: 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

**EXHIBIT A**

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.

Confidentiality: 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.

Occupational Authority: Each of the parties hereby warrants and represents that it has full Occupational 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:

Name:

Title: