



This Mount Carmel Workplace Health Wellness Services agreement is made and entered into effective the date of February 1, 2014 between Mount Carmel Workplace 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 Workplace Health to provide the services during the term, and Mount Carmel Workplace Health accepts such engagement to render services to the participants required herein.

EXHIBIT A:

Description of Services:

Eight (8) hours of on-site (City of Gahanna Administrative Office) health coaching performed by an Exercise Physiologist at \$80/hour – TOTAL: \$640

Four (4) Lunch & Learn presentation for 30 minutes at \$100 each – TOTAL: \$400

One (1) Presentation for 1 hour on Healthy Holidays with Cooking Demonstrations and Samples at \$100 each PLUS the cost of food and supplies which is not to exceed \$125.00.

One (1) Grocery Store Field Trip for 1 hour led by a licensed dietitian to provide shopping and meal preparation tips for one hour at \$80.

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

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

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

Estimated total cost based on 12 hours:

\$1,345

Term: This Agreement shall commence on the February 1 2014 and terminate December 31, 2014. 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 Workplace Health in accordance with the fee schedule established under Description of Services. Upon thirty (30) days advance notice Mount Carmel Workplace 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 Workplace 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 Workplace Health invoice.

Confidentiality: The parties acknowledge that during the Term of this Agreement Mount Carmel Workplace Health may acquire confidential information regarding Participants. Mount Carmel Workplace 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.

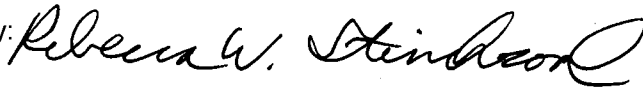
Miscellaneous: This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements between the parties in connection with the subject matter. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

In Witness Whereof, the parties have executed this Agreement,

PROVIDER: By:

Date:

EMPLOYER: By:



Date:

2/13/14

Name: Rebecca Stinchcomb

Title: Mayor