

CORPORATE WELLNESS SERVICES AGREEMENT

This Agreement (the "Agreement") is entered into this 1st day of January 2019 and is between Indiana Regional Medical Center ("Medical Center") and Indiana Area School District ("Client").

Recitals:

WHEREAS, Client desires to obtain the clinical, educational, and administrative services from the Medical Center as part of Client's Corporate Wellness Program; and

WHEREAS, the Medical Center employs or otherwise contracts with the individuals necessary to provide such services as part of the Client's Corporate Wellness Program; and

WHEREAS Medical Center and Client mutually desire that such services be made available under an arrangement that facilitates consultation on the effective selection, implementation, and utilization based upon the needs of the Client.

NOW, therefore, for and in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

ARTICLE I

Definitions: The following terms used in this Agreement are defined as such:

- 1.1 "Client" shall mean Indiana Area School District.
- 1.2 "On-Site Wellness Services" shall mean the Wellness Services set forth in Appendix A provided at Client's location.
- 1.3 "Off-Site Wellness Services" shall mean the Wellness Services set forth in Appendix A provided at the Medical Center.
- 1.4 "Wellness Services" shall mean, collectively, the On-Site and the Off-Site Wellness Services provided by the Medical Center.

ARTICLE II

Covenants of the Medical Center:

- 2.1 **Scheduling of Services:** Medical Center shall, in its judgment, and in consultation with Client retain and schedule the Wellness Services to best meet the needs of the Client.

- 2.2 **Records:** Medical Center agrees in accordance with Client's policies to properly prepare and maintain the appropriate records of the Medical Center's reports of all Wellness Services performed by Medical Center for the Client. The ownership and right of control of such records shall vest in the Medical Center, provided, however, that Client shall have right of access to such records as shall be provided by federal law, state law and Medical Center policies.
- 2.3 **Confidentiality:** Neither Medical Center nor Client shall disclose any privileged or confidential information which it either obtains or learns as a result of this Agreement except as may be required in connection with audits conducted by third-party payors. Without limiting the generality of the foregoing, Medical Center and Client shall maintain the confidentiality of any patient related records, business or financial records, or matters of practice of the other to which either shall have access or knowledge.
- 2.4 **Billing for Services:** Medical Center shall have the exclusive responsibility for the billing and collections of all charges for Wellness Services rendered by the Medical Center to the Client.
- 2.5 **General Liability and Workers Compensation:** Medical Center shall maintain the following insurances in amounts that are in line with the insurance limits provided by other clinical contracts of the Medical Center.
- (i) Applicable Federal and State Worker's compensation acts, covering employer's liability and third party actions against Client arising out of operations under this Agreement.
 - (ii) Standard comprehensive general liability insurance and with products-completed operations coverage, and contractors protection for work let or sublet.
 - (iii) Contractual liability insurance specifically covering the hold harmless agreement in the Agreement.
- 2.6 **Medicare Access To Books And Records:** In the event, and only in the event, that Section 952 of P.L. 96-499 (42 U.S.C. Section 1395x(v)(1)(I)) is applicable to the Agreement, Medical Center agrees as follows:
- (i) until the expiration of four years after furnishing of the Wellness Services pursuant to this Agreement, Medical Center shall make available, upon written request of the Secretary of the federal Department of Health and Human Services or upon request of the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement, and books, documents and records of Medical Center that are necessary to certify the nature and extent of the cost of the Wellness Services provided pursuant to this Agreement; and
 - (ii) if Medical Center carries out any of the duties of this Agreement through a subcontract, with a value or cost of \$10,000 or more over a twelve-month period,

with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four years after the furnishing of the Wellness Services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of the federal Department of Health and Human Services or upon written request to the Comptroller General of the United States, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of the cost of the Wellness Services provided pursuant to such subcontract.

ARTICLE III

Financial Arrangements:

- 3.1 **Billing and Collection:** Medical Center shall bill the Client for the Wellness Services at the rates itemized in Appendix A, which is attached hereto. Billing shall occur at the end of each calendar month. Client shall pay Medical Center within 30 days of receiving the invoice of the Wellness Services.

ARTICLE IV

Term and Termination of Agreement:

- 4.1 **Term:** This Agreement shall be effective on or before October 15, 2017, shall continue for a period of one (1) year, and shall expire at the end of the term.
- 4.2 **Termination:** In no event shall either party terminate this Agreement with less than 120 days' notice, except as otherwise set forth herein. In the event of a termination, all Wellness Services and payments shall continue throughout the period of notice regardless of whether or not a cure has been achieved. This Agreement shall be terminated prior to its expiration on the first to occur of the following:
- (i) In the event the Medical Center and Client shall mutually agree in writing, this Agreement shall be terminated on the terms and date stipulated therein.
 - (ii) In the event either party shall give notice to the other that such other party has substantially defaulted in the performance of an obligation under this Agreement and such default shall not have been cured within 60 days following the giving of such notice, the party giving such notice shall have the right to immediately terminate this Agreement.
 - (iii) Either party may terminate this Agreement at any time for any reason upon 120 days' written notice to the other party.

- 4.3 **Effects of Termination:** Upon termination of this Agreement, neither party shall have any further obligation hereunder.

ARTICLE V

Miscellaneous:

- 5.1 **Indemnity:** Client agrees to indemnify, defend and hold Medical Center harmless from any claims, suits and reasonable expense arising from action or omissions of the employees or contractors retained by Client under this Agreement.
- 5.2 **Indemnity:** Medical Center agrees to indemnify, defend and hold Client harmless from any claims, suits and reasonable expense arising from action or omissions of the Medical Center or its employees or contractors under this Agreement.
- 5.3 **Status of Client:** It is expressly acknowledged by the parties hereto that Client is an "independent contractor" and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, joint venture relationship or a lease or landlord-tenant relationship between the Medical Center and Client.
- 5.4 **Medical Center Representative:** Except as may be herein more specifically provided, Medical Center shall act with respect to all matters hereunder, through its Chief Executive Officer, or his designee.
- 5.5 **Client Representative:** Except as may be herein more specifically provided, Client shall act with respect to all matters hereunder, through Business Manager, or his/her designee.
- 5.6 **Notices:** Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed effectively given when personally delivered or mailed by a prepaid certified mail return receipt requested addressed as follows:

Amanda Augustine
Manager, Corporate & Community Health
P.O. Box 788
835 Hospital Road
Indiana, PA 15701

Or to such other address and to the attention of such other persons or officers as either party may designate by written notice.

- 5.7 **Governing Law:** This Agreement has been executed and delivered and shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the Commonwealth of Pennsylvania, with a venue for disputes in the courts having jurisdiction over Indiana County.
- 5.8 **Assignment:** No assignment of this Agreement or rights of obligation hereunder shall be valid without specific written consent of both parties hereto.
- 5.9 **Waiver of Breach:** The waiver by either party of a breach or a violation of any portion of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.
- 5.10 **Enforcement:** In the event either party resorts to legal action to enforce the terms and provisions of this Agreement, the prevailing party shall be entitled to recover the cost of such action as incurred including, without limitation, reasonable attorneys' fees.
- 5.11 **Gender and Number:** Whenever the context requires, the gender of all words shall include the masculine, feminine, and neutral and the number of all words shall include the singular and plural.
- 5.12 **Additional Assurance:** The provision of this Agreement shall be self-operative and shall not require further agreement by the parties, except as may be herein specifically to the contrary, provided, however, each party shall, at the request of the other, execute such additional instruments and take such additional actions as may be necessary to effectuate the Agreement.
- 5.13 **Force Majeure:** Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by either party's employees or any similar or dissimilar cause beyond the reasonable control of either party.
- 5.14 **Severability:** In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement which shall remain in full force and effect, and enforceable according to its terms.
- 5.15 **Article and Other Headings:** The articles and other headings contained in this Agreement are for reference purposes only and shall not affect, in any way, the meaning or interpretation of this Agreement.
- 5.16 **Amendments and Agreement Executions:** This Agreement and any amendments hereto shall be in writing and executed in multiple copies on behalf of Medical Center by Chief Executive Officer, or his designee with respect to such execution and on behalf of Client by School Board President or his/her designee. Each multiple copy shall be deemed an original but all multiple copies together shall constitute one and the same instrument.

5.17 **Entire Agreement:** This Agreement supersedes all previous contracts and constitutes the entire agreement between the parties. Neither party shall be entitled to benefits other than those specified herein. No oral statements or prior written material, not specifically incorporated herein, shall be of any force and effect, and no changes or additions to this Agreement shall be recognized unless incorporated herein by amendment as provided herein. Both parties specifically acknowledge that in entering into and executing this Agreement, they rely solely upon the representations and covenants contained in this Agreement and no others.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

WITNESS

INDIANA REGIONAL MEDICAL CENTER

BY: _____
Stephen A. Wolfe, President & CEO

DATE: _____

WITNESS

INDIANA AREA SCHOOL DISTRICT

BY: _____

DATE: _____

APPENDIX A

1. One Community Wellness Platform for 12 months	\$700
2. Health risk assessment and tracking incentives Biometric Screening with a Multiphasic Lab Draw	\$125 per person
3. 4-week Health Education Series	\$600 per session
4. Final Weigh In for Final Incentive – each building	\$150

IASD 2019 Wellness program

Maximum Incentive payment of \$200 based on earning 200 points from any of the following categories worth 50 points each:

1. Health Risk Assessment
2. Biometric Screenings
3. Preventive Exam – Wellness Visit, Mammogram, Pap Test, Prostate Screening
4. Fitness Participation - Marathon, 5 organized walks or 5K, 4 months fitness membership or 4 online fitness challenges in OneCommunity
5. Health Education – 4 week Mindfulness program or 4 week of Nutrition program
6. 10% weight loss in 2019

APPENDIX A cont

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| 1. One Community Wellness Platform for 12 months | \$700 |
| 2. Health risk assessment and tracking incentives
Biometric Screening with a Multiphasic Lab Draw | \$125 per person |
| 3. Know Your Numbers Session
Sessions can be 15, 30 or 60 minutes per person | \$80/per hour |

IASD 2019 Support Wellness program

Participants must complete 4 of the 6 components to receive 50% off health insurance deductible beginning January 2020.

1. Health Risk Assessment
2. Biometric Screenings
3. Preventive Exam – Wellness Visit, Mammogram, Pap Test, Prostate Screening
4. Fitness Participation - Marathon, 5 organized walks or 5K, 4 months fitness membership or 4 online fitness challenges in OneCommunity
5. Online Challenges – complete 2 online challenges between Jan 2019 and Dec 1, 2019.
6. Know Your Numbers Session – review your lab report with an IRMC health coach