

**JOHNSON MEMORIAL HOSPITAL  
WELLNESS SCREENING SERVICE AGREEMENT FOR THE CITY OF FRANKLIN**

This Agreement is entered into as of the 7th day of September, 2011 between Johnson Memorial Hospital (“the Hospital”) and the City of Franklin (“the City”).

Whereas, the Hospital owns and operates a general acute care hospital and certain outpatient and ancillary facilities, including the Johnson Memorial Hospital Weight Loss and Wellness Center (the “Center”) at 1125 West Jefferson Street, Franklin, IN 46131 to ensure the availability of cost-effective, high quality health care services for the patients and community served by the Hospital; and

Whereas, the Hospital and the City desire to enter into this Agreement wherein the Hospital agrees to provide wellness screening services to the City’s employees and certain other dependent family members as specifically set forth in the Agreement;

The parties agree as follows:

**I. HOSPITAL RESPONSIBILITIES**

The Hospital shall provide Wellness Screening Services as follows:

- 1.1 A pre-screening questionnaire will be available online and in paper format to eligible City participants two weeks prior to the scheduled screening exam;
- 1.2 Tests to be performed on the days of screening include: a Lipid Panel, Glucose test, blood pressure assessment, flexibility assessment, and Body Composition Analysis (BCA);
- 1.3 Post screening individual assessment wellness results will be presented to City participants;
- 1.4 Post screening overall Executive Summary reports will be presented to the City’s Wellness Committee (i.e., total group clinical and lifestyle reports);

## II. TERM AND TERMINATION

2.1 **Term.** The term of this Agreement shall be through end of 2011, commencing September 7th, 2011 and ending December 31st, 2011. The parties agree that at least sixty (60) days prior to the expiration of the contract term, the parties shall begin negotiating an extension of this Agreement consistent with any change in applicable laws, regulations, or reimbursement systems.

2.2 **Termination with and without cause.** This Agreement may be terminated with or without cause by either party upon thirty (30) days written notice to the other party.

## III. COMPENSATION

In consideration of the services rendered by the Hospital and the Center pursuant to this Agreement, City shall pay to the Hospital the following:

Wellness Screening	\$4,330.00
Includes:	
• Lab draws and processing	
• BCA, blood pressure assessments	
• Flexibility assessments	
• Data entry	
Screening process questionnaire and evaluations by MD	\$3,400.00
Includes:	
• Development and pre-screening questionnaire	
• Tabulation and evaluation of screening results	
• Written recommendations to employees	
• Overall results to City of Franklin Wellness Committee	
<b>Total screening cost</b>	<b>\$7,730.00</b>

All invoices are to be paid within 45 days after statement date.

## IV. GENERAL PROVISIONS

4.1 **Independent Contractor.** In performing the services herein specified, the Hospital will be acting as an independent contractor and not an agent or employee of the City. Nothing contained in this Agreement shall be construed to create a partnership or a joint venture between the Hospital

and the City, nor to authorize either the Hospital or the City to act as a general or special agent of the other party in any respect, except as specifically set forth in this Agreement. The parties agree that the patient-related services to be performed by the Hospital pursuant to the provisions of this Agreement constitute the practice of medicine. Said services shall be the responsibility of the Hospital and shall be deemed Hospital and physician acts and services as independently licensed practitioners. The City shall neither have nor exercise any control or direction over the methods used by the Hospital in the performance of said services, but the Hospital agrees that all of the medical services shall be carried on in accordance with currently approved methods and standards of medical practice, including state standards. The City's sole interest is the assurance that all said services shall be performed and rendered in a competent, efficient, and satisfactory manner.

**4.2 Professional Liability Insurance.** The Hospital agrees to provide the City with proof of Hospital-required professional liability insurance.

**4.3 Assignment.** The parties hereto may not assign their rights or obligations under this Agreement to any other person or entity without the prior written consent of the other party.

**4.4 Notices.** Notices or communications herein required or permitted shall be given to the respective parties by registered or certified mail (said notice being deemed given as of the date of the mailing), or hand delivery at the following addresses unless either party shall otherwise designate its new address by written notice:

If to the Hospital:

Larry Heydon, President/CEO  
Johnson Memorial Hospital  
1125 West Jefferson Street  
Franklin, IN 46131

And a copy to:

The Weight Loss and Wellness Center  
Johnson Memorial Hospital  
1125 West Jefferson Street  
Franklin, IN 46131  
Attn: Eileen Williams RN

If to the City:

Chip Orner  
City of Franklin Wellness Committee Chair  
396 Branigin Blvd.  
Franklin IN 46131

4.5 **Severability.** In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.

4.6 **Waiver of Breach.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.

4.7 **Exclusion from Government Payor Programs.** Both parties represent and warrant that neither has been excluded or sanctioned by any of the government payor programs, including Medicare/Medicaid. Each party agrees to immediately notify the other party if it receives notice of such exclusion from a government payor program.

4.8 **HIPAA and HITECH.** The parties acknowledge that the Health Insurance portability and Accountability Act of 1996 and the Health Information Technology Act of 2009, and the regulations promulgated thereunder (collectively "HIPAA" and "HITECH") apply to the activities described in this Agreement.

4.9 **Compliance with Laws and Regulations.** The parties believe that this Agreement complies with all relevant Federal and state laws and regulations. Should either of the parties have a good faith belief that the Agreement creates a material risk of violating any such laws or regulations or jeopardizes the Hospital's tax-exempt status or accreditation, the party shall give written notice to the other regarding such belief. The parties shall then make a good faith effort to reform the Agreement to comply with such laws or regulation or other authority. In the event the parties cannot agree in good faith to a reformation of the Agreement, the Agreement shall terminate upon 30 days from the date of the said written notice.

4.10 **Corporate Compliance.** Johnson Memorial Hospital has a Corporate Compliance Program which has a goal to ensure that the Hospital complies with Federal, state and local laws and regulations. The Program focuses on risk management, the promotion of good corporate citizenship, including the commitment to uphold a high standard of ethical and legal business practices, and to the prevention of misconduct. The City acknowledges Hospital's commitment to Corporate Compliance and agrees to conduct all business transactions, which occur pursuant to this Agreement in accordance with the underlying philosophy of Corporate Compliance adopted by the Hospital.

In Witness Whereof, the Hospital and the City have caused this Agreement to be executed on the date set out below:

**HOSPITAL**

**CITY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_