

**BOARD OF PUBLIC WORKS AND SAFETY
Agenda Request Form**

(Form B-01-2012)

Organizations and individuals are asked to submit a request form and supporting documents to be placed on the agenda. You will be contacted by the City confirming the date of the meeting in which your request will be heard. Please make sure that your contact information is accurate in case we need to get in touch with you. The Board of Works meets at 5:00 p.m. in City Hall located at 70 E. Monroe Street.

Date Submitted:	10.27.23	Meeting Date:	11.06.23
Contact Information:			
Requested by:	Jayne Rhoades		
On Behalf of Organization or Individual		City of Franklin	
Telephone:	317.736.3609		
Email:	jrhoades@franklin.in.gov		
Address:	70 E. Monroe St. Franklin, IN 46131		
Describe Request			
Request approval of 2024 Johnson Memorial Hospital Wellness Program Service Agreement			
List Supporting Documentation Provided:			
Contract			
Who will present the request?			
Name:	Jayne Rhoades	Telephone	317.736.3609

In order for an individual and/or agency to be considered for new business on the Board of Works agenda, this reservation form and supporting documents must be received in the Mayor's office no later than 4:00 p.m. on the Wednesday before the meeting.

**2024 JOHNSON MEMORIAL HOSPITAL
WELLNESS PROGRAM SERVICE AGREEMENT FOR THE CITY OF FRANKLIN**

This Agreement is entered into as of the 1st day of January, 2024 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 Wellness Services (Wellness Services) 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 Health Risk Assessment questionnaire will be available online at yearly screenings
- 1.2 Tests to be performed on the days of screening include: a Lipid Panel, Glucose test, blood pressure assessment, Body Composition Analysis (BCA); other screening options may be added as requested for possible additional cost.
- 1.3 Post screening individual assessment wellness results will be presented to City participants via the Wellness Portal
- 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);

The Hospital shall provide Year Round Wellness Program Services as follows:

- 1.5 Participate in Wellness Committee meetings.
- 1.6 Assist with development of Calendar of Events for 2024
- 1.7 Provide every other month Body Composition Analysis (BCA) and blood pressure screening with onsite coaching, & support by MD or wellness coach or RD with educational materials to create awareness, educate participants in wellness and preventative care activities at 6 worksite locations.
- 1.8 Provide individual BCA summary reports to participants via the Wellness Portal and year-end blinded executive summary reports to the City of Franklin Wellness Committee.
- 1.9 Provide quarterly wellness challenges through the Wellness portal with results to City of Franklin Wellness Committee.
- 1.10 Provide Quarterly wellness seminars by professionals with Knowledge on topic to be presented in person is appropriate or online through the Wellness Portal
- 1.11 Provide support to City of Franklin Wellness Committee

II. TERM AND TERMINATION

- 2.1 **Term.** The term of this Agreement shall be through end of December 2023, commencing January 1, 2024 and ending December 31st, 2024. The parties agree that at least ninety (90) 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 Wellness Services pursuant to this Agreement, City shall pay to the Hospital the following:

Year Round Wellness Program

- Calendar of events for year & support to City of Franklin Wellness Committee
- Body Composition Analysis, blood pressure screening February, April, June, and August
- Presenters (in person or zoom) quarterly for educational seminars. Presentations will be recorded and placed on Wellness Portal.
- Onsite, phone, and online coaching and support to all City of Franklin employees during screenings

- | | |
|---|--------------------|
| Total Year Round Wellness Program cost | \$10,000.00 |
|---|--------------------|

Includes:

- ### Total screening cost dependent on number of participants

The Hospital will bill the City twice a year; once in June and once in November. All invoices are to be paid within 45 days after statement date.

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:

Anne Schenk, CNO
Johnson Memorial Hospital
1125 West Jefferson Street
Franklin, IN 46131

And a copy to:

Eileen Williams RN
Johnson Memorial Hospital Wellness Services
1125 West Jefferson Street
Franklin, IN 46131

If to the City:

Mayor Steve Barnett
70 E Monroe St
PO Box 280
Franklin IN 46131

- 4.5 Severability.** In the event that any provision hereof is found invalid or unenforceable pursuant to judicial degree 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 Hopsital 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: _____