

SERVICE AGREEMENT

This Service Agreement (this "Agreement") is entered into this 1st day of July, 2019 by and between DeKalb Medical Center, Inc. d/b/a Emory Decatur Hospital through its Wellness Center, and the City of Avondale Estates, a Georgia entity ("Client") (collectively, the "Parties"). The Effective Date of this Agreement shall be: 1st day of July, 2019.

RECITALS

WHEREAS, Emory Decatur Hospital Wellness Center offers a number of employee safety health and wellness services which includes a variety of services described more fully in Attachment 1 (collectively, the "Services"); and,

WHEREAS, Client seeks to engage Emory Decatur Hospital Wellness Center to provide the Services at Client's facility for the benefit of Client's employed workforce;

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the Parties hereto agree as follows:

AGREEMENTS

1. Scope of Services.
 - i. Emory Decatur Hospital Wellness Center agrees to provide the Services described in Attachment 1, which is hereby incorporated herein and made part of this Agreement. Emory Decatur Hospital Wellness Center shall begin providing the Services on or reasonably after the Effective Date. In the event Client should request services that are outside the scope of those described in Attachment 1, additional fees may be invoiced by Emory Decatur Hospital Wellness Center. As a condition to Emory Decatur Hospital Wellness Center providing the Services, Client must provide adequate and reasonable space, furnishings, utilities, and parking for Emory Decatur Hospital Wellness Center staff and Client associates for the specific Services, taking in to account, among other things, the nature and scope of the specific Services, attendance, safety considerations, and clinical/sanitation considerations (if any).
 - ii. Client shall maintain throughout the Term commercial general liability insurance coverage with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the annual aggregate. Such coverage shall include all locations/space

provided by Client at which Services will occur and such coverage shall include, without limitation, coverage for bodily injury, death, and property damage. Client shall maintain such insurance coverages with insurers authorized to do business in the State of Georgia and rated A- or better by A.M. Best Rating Company. If any such insurance coverage is maintained during the Term on a “claims made” basis, Client shall continue to maintain such insurance coverage for at least two (2) years after the expiration or termination of this Agreement. This subsection will survive the expiration or termination of this Agreement.

2. Ownership of Documents and Work Product. All documents, including but not limited to, deliverables, presentations, handouts, and other work product are provided in the form of a license and nothing herein shall be construed to convey any ownership or proprietary right or interest in such to Client. Emory Decatur Hospital Wellness Center shall retain all ownership and intellectual property rights to anything developed by Emory Decatur Hospital Wellness Center and delivered to Client under this Agreement.
3. Term. The Term of this Agreement shall commence on the Effective Date and shall expire one (1) year from the Effective Date unless terminated sooner by a Party in accordance with this Agreement. Either Party may terminate this Agreement for any or no reason by providing at least ninety (90) calendar days prior written notice to the other Party. In the event of such termination, Client shall fully pay without setoff all outstanding invoices within thirty (30) calendar days from the date of the notice.
4. Payment Terms. Client shall pay the prices for the Services as listed on Attachment 1, attached hereto and incorporated into this Agreement by reference. In the event Client should request services that are outside the scope of those described in Attachment 1, additional fees may be invoiced by Emory Decatur Hospital Wellness Center. All invoices must be paid in full **net thirty (30) calendar** days from the date of invoice without setoff. Late invoices shall accrue at an annual interest rate of ten percent (10%).
5. Notices. All notices and communications hereunder shall be deemed properly given if in writing and received by (i) registered or certified United States mail, postage pre-paid, (ii) by reputable overnight carrier with a reliable method of tracking, or (iii) by hand delivery or courier, sent to the following address:

If to Emory Decatur Hospital:
Emory Decatur Hospital
Wellness Center
Attn: Amanda Posey, Wellness Center Director

2665 North Decatur Road
Decatur, Georgia 30033

If to Client:

Paul Hanebuth
Finance Director, City of Avondale Estates
21 N. Avondale Road
Avondale Estates, Georgia 30002

A Party may update its address for notices under this Section at any time by providing written notice in accordance with this Section to the other Party of the new address.

6. Indemnification. Subject to Section 7 below, each Party (the "Indemnifying Party") shall defend, indemnify, save and hold harmless the other Party and its affiliates, and their respective shareholders, trustees, members, directors, officers, employees, and agents (collectively, an "Indemnified Party") from and against any and all judgments, losses, actions, causes of action, claims, damages, liabilities, harms, costs, and expenses (including reasonable attorney's fees and expenses paid or incurred by an Indemnified Party), which may be asserted against the Indemnified Party arising out of the activities, operations, or negligence of the Indemnifying Party.
7. Disclaimer of Warranty and Limitation of Liability. THE SERVICES, INCLUDING ALL DELIVERABLES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. EMORY DECATUR HOSPITAL WELLNESS CENTER DISCLAIMS ANY AND ALL WARRANTIES OF ANY NATURE WHATSOEVER WITH RESPECT TO THE SERVICES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, PARTICULARLY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY LIABILITY OF EMORY DECATUR HOSPITAL WELLNESS CENTER ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE VALUE OF ALL PAYMENTS MADE BY CLIENT TO EMORY DECATUR HOSPITAL WELLNESS CENTER AS OF THE DATE OF SUCH ALLEGED LIABILITY.
8. Governing Law. This Agreement shall be construed, interpreted, and enforced according to the laws of the State of Georgia, without regard to its conflict of laws provisions. The Parties consent to jurisdiction and venue in the Superior or State Court of DeKalb County, Georgia.
9. No Third-Party Beneficiaries. This Agreement is solely between the Parties hereto. No third-party beneficiary is intended, or shall be entitled, to rely upon, enforce, or assert that it is a third-party beneficiary of the provisions of this Agreement.

10. Confidentiality of Terms and Authority. Other than as required by law, Client shall not disclose to the public or to any third party the terms and conditions or pricing contained in this Agreement without prior written consent of Emory Decatur Hospital Wellness Center. Prior to any disclosure required by law, Client shall make reasonable effort to inform Emory Decatur Hospital Wellness Center of the disclosure and authority/law on which it is based. Client represents that it has all needed authority and approvals to enter into this Agreement.
11. Client acknowledges and agrees that Emory Decatur Hospital Wellness Center is not required to give to Client any protected health information of participants of the Services or patients of Emory Decatur Hospital (whether of the Wellness Center or otherwise). Emory Decatur Hospital Wellness Center may provide reasonable aggregated, de-identified statistical data regarding the participant population as a part of the Services.
12. Emory Decatur Hospital Wellness Center may require participants in the Services to sign one or more documents or agreements regarding their participation, including without limitation documents or agreements related to medical records or releases or waivers of liability with respect to their participation in physical activity.
13. Entire Agreement. The Parties hereby covenant and agree that this Agreement sets forth all of the promises, covenants, agreements, conditions and understandings between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, except as otherwise set forth herein. Each Party specifically warrants that this Agreement is executed without reliance upon any statement or representation by any Party hereto, except as explicitly set forth herein. This Agreement shall not be amended or modified except in a writing signed by the Parties.
14. Force Majeure. Each Party will be excused for any failure or delay in the performance of its obligations under this Agreement due to any cause beyond the control and without the fault of that Party, including without limitation, any act of God, war, terrorism, riot or insurrection, law or regulation, strike, flood, fire, explosion or inability due to any of the those causes to obtain necessary labor, materials or facilities. This provision does not, however, release either Party from using commercially reasonable efforts to avoid or remove the cause of the failure or delay and the excused Party will continue to perform its duties under this Agreement with the utmost dispatch when the causes are removed. Upon claiming any excuse for delay for nonperformance, the Party claiming to be excused will give the other Party prompt written notice of the cause of the delay or non-performance, provided that failure to give that notice will not in any way limit the operation of this provision.

15. Waiver. Any waiver of a breach of any provisions(s) shall not be deemed effective unless in writing and signed by the Party against who enforcement of the waiver is sought. No waiver of breach of this Agreement shall constitute a waiver of any other breach of such provision or any other provision, and no such waiver shall be construed as a continuing waiver.
16. Successors and Assigns. This Agreement, and all covenants and agreements contained herein, shall bind and inure to the benefit of the Parties, and their respective heirs, successors, assigns, and any persons or entities claiming by, through, or under them. Neither Party may assign this Agreement, in whole or in part, without the prior express written consent of the other Party.
17. Severability. Should any provision of this Agreement be determined by any court to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions shall not be affected.
18. Amendments. Any amendments to this Agreement will be effective only if in writing and signed by the Parties.
19. Headings. The headings in this Agreement are inserted for convenience of reference only, and they should not in any manner affect the construction or meaning of any provision contained in this Agreement.
20. Duty to Cooperate. The Parties acknowledge that the Parties' mutual cooperation is critical to the ability of each Party to perform their duties under this Agreement successfully and efficiently. Accordingly, each Party agrees to reasonably cooperate with the other Party in formulating and implementing the goals and objectives of this Agreement.
21. Use of Client's Name. Client hereby authorizes Emory Decatur Hospital Wellness Center to use Client's business name in Emory Decatur Hospital Wellness Center's promotional and advertisement materials.
22. Disclaimer of Agent or Employee Status. It is expressly understood that Emory Decatur Hospital Wellness Center is acting at all times in the role of an independent contractor to Client. Nothing in this Agreement shall be construed to constitute Emory Decatur Hospital Wellness Center as an agent or employee of Client.
23. Survival. Termination or expiration of this Agreement for any reason shall not relieve either Party of any obligation or liability (including, but not limited to, payment of any outstanding invoices) incurred prior to the expiration or termination of this Agreement.

24. Counterparts and Effectiveness of Agreement. This Agreement shall not become effective until and unless all the Parties have duly executed the Agreement. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and together which will constitute one and the same instrument. A signature by electronic means or scanned in Adobe Portable Document Format (.pdf) shall be deemed an original for all purposes and may be transmitted via electronic mail or facsimile.

IN WITNESS WHEREOF, the Parties, themselves or through their appropriate officers or agents, have executed this Agreement, on the date first written above.

[signatures on following page]

DeKalb Medical Center, Inc. d/b/a Emory Decatur Hospital, through its Wellness Center
a Georgia entity

By: _____

Name: _____

Title: _____

City of Avondale Estates
a Georgia Municipality

By: _____

Name: Patrick Bryant

Title: City Manager

Approved as to Form:

By: AGQ 7-11-19
Stephen G. Quinn, Assistant City Attorney

ATTACHMENT 1

Description of Services and Pricing

A. Management of Incentive Program:

- i. Emory Healthcare Wellness Center will provide reporting and tracking of Incentives offered by City of Avondale Estates to its associates for participation or outcomes achieved during Wellness and Health Promotion activities.
- ii. Pricing for the services described in this section is One Thousand Dollars (\$1000) for the contract year.

B. Participant Health Risk Stratification & Outcomes Tracking:

- i. Emory Healthcare Wellness Center will perform risk stratification for participants of the Annual Biometric Screening and Health Risk Assessment.
- ii. Pricing for the services described in this section is Sixty Dollars (\$60) per associate per occurrence for forty (40) associates total performed twice in the contract year, resulting in a price of Forty-Eight Hundred Dollars (\$4800) for the contract year.

C. Participant Health Coach Sessions:

- i. Health coaching, also referred to as wellness coaching, is a process that facilitates healthy, sustainable behavior change by challenging an associate to develop their inner wisdom, identify their values, and transform their goals into action. Health coaching draws on the principles from positive psychology and appreciative inquiry, and the practices of motivational interviewing and goal setting. We will also provide health coaching sessions six times during the course of the program on topics such as Goal Setting, Forming Healthy Habits, Handling and Avoiding Set Backs, Managing Expectations, Managing Stress, and Meditation and Breathing Techniques.
- ii. Pricing for the services described in this section is Two Hundred Dollars (\$200) per session for six (6) sessions, resulting in a price of Twelve Hundred Dollars (\$1200) for the contract year.

D. Nurse Navigator Sessions:

- i. Emory Healthcare Nurse will provide Nurse Navigator sessions six during the course of the program on topics such as Know Your Health, Know Your Numbers, Life Back on: Ergonomics Education, Stress Management, Improving Blood Pressure, Be Stroke Free.
- ii. Pricing for the services described in this section is Four Hundred Dollars (\$400) per session for six (6) session, resulting in a price of Twenty-Four Hundred Dollars (\$2400) for the contract year.

E. Couch to 5K – Physical Activity Challenge:

- i. Emory Healthcare Wellness Coach will provide a program and training schedule to each associate, consistent with their goal settings, to participate in the annual Labor Day 5K. Education Sessions will be scheduled to address specific topics, such as: Appropriate Walking and Running Mechanics, Stretching Techniques, Hydration, Target Heart Rate.
 - ii. Monthly Walking Group for the Associates of City of Avondale Estates. This walk will be led by a designated team member of the Avondale Estates team. This walk will be to encourage the increase of participation to lead up to the Labor Day 5K.
 - iii. Pricing for the services described in this section is One Hundred Sixty Dollars (\$160) per session for eight (8) sessions, resulting in a price of Twelve Hundred Eighty Dollars (\$1280) for the contract year.
- F. Please note that Client shall budget and pay for, and is solely responsible for budgeting and paying for, at least Twenty-Four Hundred Dollars (\$2400) for the incentives. This cost is not included in the pricing listed above.