

reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises; reasonable attorney's fees; the present value at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent and other charges and Common Area Maintenance called for herein for the balance of the Lease Term after the time of such award exceeds the amount of such loss for the same period that Tenant proves could be reasonably avoided by Landlord reletting the Premises. Unpaid installments of rent or other sums shall bear interest from the date due at the legal rate; or

- (b) Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent and any other charges and Common Area Maintenance as may become due hereunder; or
- (c) Pursue any other remedy or combination of remedies now or hereafter available to Landlord under the laws or judicial decisions of the State in which the Premises are located.
- (d) Cure any default or breach of warranty of Tenant hereunder, and perform any covenants which Tenant has failed to perform, and any sums expended by Landlord in curing such default or breach of warranty and performing such covenants shall be paid by Tenant to Landlord immediately upon demand, shall bear interest at the legal rate per annum from the date of demand and/or bring a suit to recover from Tenant all sums due Landlord from Tenant together with interest at the legal rate per annum thereon.
- (e) In addition to all other remedies, Landlord is entitled to the restraint by injunction of all violations, actual, attempted or threatened of any covenant, condition or provision of this Lease.
- (f) If Tenant fails to conduct any material business activities in the Premises for a period of 180 consecutive days, excluding any period that Tenant is prevented from doing so due to renovation or casualty, then Landlord may give Tenant a notice of its intention to terminate this Lease and if Tenant does not resume the conduct of material business activities in the Premises

within 30 days after receipt of such notice, then Landlord may terminate this Lease by giving written notice to Tenant within 15 days after expiration of such 30-day period. Upon any such termination, the term of this Lease shall end as if such termination date were originally specified as the expiration date of this Lease and rent for any partial month shall be prorated.

### **36. Estoppel Certificate**

Within ten (10) business days after written request of Landlord, Tenant shall certify by a duly executed and acknowledged written instrument to any mortgagee or purchaser, or proposed mortgagee or proposed purchaser, or any other person, firm or corporation specified by Landlord, as to the validity and force and effect of this Lease, as to the existence of any default on the part of any Party thereunder, as to the existence of any offsets, counterclaims, or defenses thereto on the part of Tenant, and as to any other matters as may be reasonably requested by Landlord, to the best of Tenant's knowledge, all without charge and as frequently as Landlord reasonably deems necessary. Tenant's failure or refusal to deliver such statement within such time shall be conclusive upon Tenant (i) that this Lease is in full force and effect, without modification except as may be represented by Landlord, (ii) that there are no uncured defaults in Landlord's performance or obligations hereunder, and (iii) that not more than one month's installment of minimum rent has been paid in advance of the due date.

### **37. No Waivers**

Any failure of either Party hereto to insist upon strict observance of any covenant, provision or condition of this Lease in any one or more instances shall not constitute or be deemed a waiver, at that time or thereafter, of such or any other covenant, provision or condition of this Lease.

### **38. Hazardous Materials**

(a) Landlord and Tenant hereby covenant and agree that the following terms shall have the following meanings in this Lease:

- (i) **"Environmental Laws"** mean all federal, state, and local laws, statutes, ordinances, and codes relating to the use, storage, treatment, generation, transportation, processing, handling, production, or disposal of any Hazardous Substance and the rules, regulations, policies, guidelines, interpretations, decisions, orders, and directives with respect

thereto.

- (ii) **“Hazardous Substance”** means, any flammable explosives, radioactive materials, asbestos, urea formaldehyde foam insulation, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials, as defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, *et seq.*), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, *et seq.*), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601, *et seq.*), or any other applicable Environmental Law and any medical refuse, waste, needles or related material.
- (iii) **“Release”** has the same meaning as given to that term in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, *et seq.*), and the regulations promulgated thereunder.

(b) Tenant covenants and agrees with Landlord as follows:

- (i) Tenant shall keep, and shall cause all occupants of the Premises to keep the Premises and Building free of all Hazardous Substances introduced by Tenant or anyone acting under Tenant, except for Hazardous Substances stored, treated, generated, transported, processed, handled, produced, or disposed of in the normal operation of the Premises, in accordance with all Environmental Laws.
- (ii) Tenant shall comply with, and shall cause all occupants of the Premises to comply with all Environmental Laws, without assuming responsibility for any pre-existing Hazardous Substances or any obligation of Landlord under this Lease.
- (iii) Tenant shall promptly provide Landlord with a copy of all notifications which it gives or receives with respect to any past or present Release of any Hazardous Substance or the threat of such a Release on, at, or from the Premises and Premises or any property adjacent to or within the immediate vicinity of the Premises.
- (iv) Landlord shall have the right, but not the obligation, to cure any violation

by Tenant of the Environmental Laws and Landlord's costs and expense to so cure shall be the responsibility of Tenant under this Lease.

- (c) Tenant covenants and agrees, at its sole cost and expense, to indemnify, defend, and hold harmless Landlord from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements, and/or expenses (including, without limitation, reasonable attorneys' and experts' fees and expenses) of any kind or nature whatsoever which may at any time be imposed upon, incurred by, asserted, or awarded against Landlord arising out of the actions or inactions of Tenant or any occupant of the Premises, and arising from (i) the storage, treatment, generation, transportation, processing, handling, production, or disposal of any Hazardous Substance introduced to the Premises by Tenant or anyone acting under Tenant; (ii) the presence of any Hazardous Substance introduced by Tenant or anyone acting under Tenant or a Release of any such Hazardous Substance or the threat of such a Release; (iii) human exposure to any Hazardous Substance introduced by Tenant or anyone acting under Tenant; (iv) a violation of any Environmental Law, without assuming responsibility for any pre-existing Hazardous Substances or any obligation of Landlord under this Lease; or (v) a material misrepresentation or inaccuracy in any representation or warranty or material breach of or failure to perform any covenant made by Tenant herein (collectively, the "Indemnified Matters"). The liability of Tenant to Landlord hereunder shall in no way be limited, abridged, impaired, or otherwise affected by: (i) the release, expiration, or termination of this Lease; (ii) the invalidity or unenforceability of any of the terms or provisions contained in this Lease; (iii) any exculpatory provisions of this Lease; (iv) any applicable statute of limitations; (v) the assignment of this Lease by Landlord or Tenant; (vi) the sale, transfer, or conveyance of all or part of the Premises; (vii) the dissolution or liquidation of Tenant; (viii) the death or legal incapacity of Tenant; (ix) the release or discharge, in whole or in part, of Tenant in any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation, or similar proceeding; or (x) any other circumstances which might otherwise constitute a legal or equitable release or discharge, in whole or in part, of Tenant under this Lease. The foregoing indemnity shall be in addition to any and all other obligations and liabilities Tenant may have to Landlord at common law.

- (d) Tenant agrees not to introduce any Hazardous Material in, on or adjacent to the Premises without complying with all applicable federal, state and local laws, rules, regulations, policies and authorities relating to the storage, use or disposal, and clean-up of Hazardous Materials, including, but not limited to, the obtaining of proper permits.
- (e) Tenant shall immediately notify Landlord of any inquiry, test, investigation, or enforcement proceeding by or against Tenant or the Premises concerning a Hazardous Material. Tenant acknowledges that Landlord, as the owner of the Premises, shall have the right, at its election, to participate in any action taken or order issued with regard to a Hazardous Material by an applicable governmental authority.
- (f) If Tenant's storage, use or disposal of any Hazardous Material in, on or adjacent to the Premises results in any contamination of the Premises, Building, the soil or surface or groundwater requiring remediation under federal, state or local statutes, ordinances, regulations or policies, Tenant agrees to clean-up the contamination. Tenant further agrees to indemnify, defend and hold Landlord harmless from and against any claims, suits, causes of action, costs, fees, including attorneys' fees and costs, arising out of or in connection with any clean-up work, inquiry or enforcement proceeding in connection therewith, and any Hazardous Materials currently or hereafter used, stored or disposed of by Tenant or its agents, employees, contractors or invitees on or about the Premises or Building.
- (g) Tenant shall surrender the Premises to Landlord upon the expiration or earlier termination of this Lease free of Hazardous Materials and in a condition which complies with all governmental statutes, ordinances, regulations and policies, recommendations of consultants hired by Landlord, and such other reasonable requirements as may be imposed by Landlord.
- (h) Tenant's obligations under this Article 38 shall survive termination of this Lease.
- (i) Landlord shall have the same obligations to Tenant with respect to any pre-existing Hazardous Material on the Site, or Hazardous Material introduced by Landlord or anyone acting under Landlord, as Tenant has to Landlord with respect to Hazardous Material introduced by Landlord.

### **39. Compliance with Americans with Disabilities Act of 1990**

Landlord shall comply with all laws, rules, and regulations in connection with the Americans with Disabilities Act of 1990, as amended (the "ADA"). If the ADA requires that action be taken with respect to the leased premises (not including the Common Areas), including without limitation removing barriers and altering the leased premises in accordance with the ADA Accessibility Guidelines, such action shall be taken by Landlord, unless such action is required as a result of Tenant's change in its use of the Premises in which cases Tenant shall be responsible for the costs of such compliance. Tenant shall notify Landlord immediately upon receipt of an oral or written complaint or notice by an employee, customer, client, invitee, licensee, or governmental authority regarding a potential violation of the ADA. Each Party shall indemnify and hold the other Party harmless from and against any expense or liability (including attorney's fees) arising from the first Party's failure to fully comply with this Section.

### **40. Compliance with Governmental Laws and Regulations**

Except for noncompliance existing as of the Lease Commencement Date, and noncompliance resulting from breach of Landlord's repair and other obligations set forth in this Lease, for which Landlord shall be responsible, Tenant, at its sole cost and expense, shall comply with and shall cause the Premises to comply with all federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations and ordinances affecting the Premises or any part thereof, or the use thereof. If changes in any of the foregoing require the making of any structural, unforeseen or extraordinary changes constituting capital expenditures under generally accepted accounting principles, whether or not any such statutes, laws, rules, orders, regulations and/or ordinances which may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same, then Landlord shall be responsible for making such changes, but the cost of doing so (in relation to the Premises only, not to the Building or the Site) may be included in Total Cost in accordance with Section 12(d). Except for noncompliance resulting from breach of Tenant's repair and other obligations set forth in this Lease, Landlord, at its sole cost and expense, shall comply with and shall cause the Building, Common Areas and other parts of the Site to comply with all federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations and ordinances affecting the Site or any part thereof, or the use thereof.

### **41. Signs**

Tenant shall have the privilege, subject to the reasonable prior written approval of Landlord

and reasonable standards as established by Landlord from time to time, as well as any applicable ordinances or PUD regulations related to signage, of placing on the Premises such signs as it deems necessary and proper in the conduct of its business, provided the Tenant pays all costs, governmental fees and obtains the proper governmental permits associated with the erection, maintenance and operation of any and all such signs. Tenant agrees to hold Landlord harmless from any and all losses, damages, claims, suits or actions for any damage or injury to the person or property caused by the erection, maintenance and operation of such signs or parts thereof, unless caused by the negligence or other fault of Landlord. Landlord will work with Tenant to arrive at appropriate wayfinding signage to benefit guests and invitees of Tenant, including identification visible from Mason-Montgomery Road. Such signage as may be requested by Tenant and approved by Landlord shall be installed as agreed, at Tenant's sole cost and expense. It is a condition of Tenant's obligations under this Lease that prior to start of construction of the Premises, Landlord or Tenant shall have obtained all governmental authorizations necessary to erect and maintain the signage set forth in the Construction Drawings and the ground-mounted signage shown in Exhibit D, attached hereto and incorporated herein by reference, of a type and size permitted under the Zoning Ordinance of the City of Mason. It is recognized that Exhibit D, upon execution of this Lease, is preliminary and subject to refinement as Construction Documents are finalized.

#### **42. Notices**

Any notice herein provided for to be given to Landlord shall be deemed to be given if and when posted in United States registered or certified mail, postage prepaid, or when deposited with a recognized overnight delivery service, addressed to Landlord at the Building, and any notice herein provided for to be given to Tenant shall be deemed to be given two business days after posted in United States registered or certified mail, or one business day after deposited with a recognized overnight delivery service, addressed to Tenant at the Premises, or at such other notice address as a party may specify.

#### **43. Quiet Enjoyment**

Subject to the terms, covenants and conditions set forth in this Lease, Landlord covenants that Tenant shall have and enjoy quiet and peaceable possession of the Premises during the term hereof.

#### **44. Short Form Lease**

The parties hereto agree that a short form lease, of even date herewith, describing the

Premises, setting forth the term and referring to this Lease, shall, at the request of either Party, be promptly executed and recorded (at the cost of the requesting Party). This Lease may not be recorded.

#### **45. Pronouns**

Every pronoun used in this Lease shall be construed to be of such number and gender as the context shall require.

#### **46. Marginal Headings**

The headings appearing on the margin of this Lease are intended only for convenience of reference, and are not to be considered in construing this instrument.

#### **47. Successors and Assigns**

This Lease and all the terms, covenants, conditions and provisions herein contained, shall be binding upon and shall inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and (if and when assigned in accordance with the provisions hereof) assigns.

#### **48. Occupancy**

If Tenant is unable to obtain possession of the Premises at the beginning of the term hereof due to any act or condition (such as construction delays), Landlord shall not be liable to Tenant or any other person, firm or corporation for any loss or damage resulting therefrom, and this Lease shall not be affected thereby in any way, but the rent payable hereunder shall be proportionately abated until the Premises are available for occupancy by Tenant.

#### **49. Holding Over**

Unless Tenant exercises a right to renew the Term expressly granted elsewhere herein or unless Landlord demands possession of the Premises before the end of the original or any renewal Term of this Lease, then this Lease shall automatically renew itself month to month, at one hundred fifty percent (150%) of Tenant's then current Base Rent rate, and subject to all covenants, provisions and conditions herein contained. Landlord and Tenant shall both have the right to terminate the holdover tenancy upon thirty (30) days written notice.

#### **50. Time is of the Essence; Days or Months Reference**

Time is of the essence of this Lease. Unless specifically provided otherwise, all references



to terms of days or months shall be construed as references to calendar days and/or calendar months, respectively.

#### **51. Attorneys' Fees**

If Landlord and Tenant litigate any provision of this Lease, and one party substantially prevails on the merits, the unsuccessful litigant will pay to the successful litigant all costs and expenses, including reasonably attorney's fees and court costs, incurred by the successful litigant at trial and on any appeal. If, without fault, either Landlord or Tenant is made a Party to any litigation instituted by or against the other, the other will indemnify the faultless one against all loss, liability, and expense, including reasonably attorneys' fees and court costs, incurred by it in connection with such litigation.

#### **52. Brokers**

Each of Landlord and Tenant warrant that it has had no dealings with any real estate brokers or agents in connection with the negotiation of this Lease, and it knows of no other real estate broker or agent who is entitled to a commission in connection with this Lease. Each Party hereby agrees to indemnify, defend and hold harmless the other Party from and against any liability, cost or expense, including attorneys' fees, as a result of any claim for a commission, fee or other compensation made by any other real estate broker, finder or other Person and asserted against the other party by reason of an arrangement made or alleged to have been made by the indemnifying party. The Parties acknowledge that Equity Inc., a licensed Ohio Real Estate Broker has provided consulting services in connection with this Lease and related activities. Landlord warrants that these consulting services were offered to the City of Mason by Equity Inc. on a fee basis, and therefore Equity Inc. will not be due a brokerage commission in connection with this lease transaction.

#### **53. Governing Law; Jurisdiction**

This Contract shall be governed by and construed in accordance with the laws of the State of Ohio and the Parties agree that any dispute pertaining to this Lease shall be commenced in the Warren County, Ohio court system. Each party warrants to the other that this Agreement has been duly authorized by all necessary actions in order for it to be valid and enforceable in accordance with its terms including, in the case of Landlord, all necessary City Council action and issuance of all necessary certificates of available funds.

#### **54. Entire Agreement**

This Lease and the Exhibits set forth the entire agreement between the parties. Any prior

conversations or writings are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed. If any provision contained in an Addendum is inconsistent with a provision of this Lease, the provision contained in an Addendum shall supersede the Lease provision.

**SIGNATURES APPEAR ON THE FOLLOWING PAGES**

Signed and Acknowledged in the Presence of:

Witnesses:

Sheltie Marguis  
(witness signature)

Sheltie Marguis  
(printed name)

12/16/08  
(date)

TENANT:

Bethesda Hospital Inc., an Ohio Non-Profit Corporation

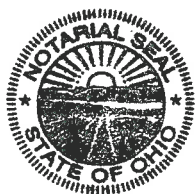
By: C P b

Title: EXP/COO

STATE OF OHIO )  
 ) ss:  
COUNTY OF HAMILTON )

BEFORE ME, a Notary Public in and for said County and State, personally appeared GERALD P. OULHANT, the EXP/COO of Bethesda Hospital, Inc., an Ohio nonprofit corporation, who acknowledged that he/she did sign the foregoing instrument to be of his voluntary act and deed and that he/she had full authority to sign on behalf of said entity.

IN TESTIMONY HEREOF, I have hereunto set my hand and official seal this 16<sup>th</sup> day of DECEMBER, 2008.



RHONDA S. FREY  
Attorney At Law  
Notary Public, State of Ohio  
My commission has no expiration date  
Sec. 147.03 R.C.

Rhonda S. Frey  
NOTARY PUBLIC

Witnesses:

Lisa C. Griffin  
(witness signature)

Lisa C. Griffin  
(printed name)

12-5-08  
(date)

**LANDLORD:**

City of Mason, Ohio  
an Ohio municipal corporation

By: Eric Hansen  
Eric Hansen

Title: City Manager

STATE OF OHIO )  
 ) ss:  
COUNTY OF WARREN )

BEFORE ME, a Notary Public in and for said County and State, personally appeared Eric Hansen, the City Manager of The City of Mason, Ohio, an Ohio municipal corporation, who acknowledged that he/she did sign the foregoing instrument to be of his voluntary act and deed and that he had full authority to sign on behalf of said entity.

IN TESTIMONY HEREOF, I have hereunto set my hand and official seal this 5 day of DECEMBER, 2008.

Joan Bernard  
NOTARY PUBLIC

JOAN BERNARD  
Notary Public, State of Ohio  
My Commission Expires May 7, 2010

**EXHIBIT A**

(UPON FINALIZING, INSERT SITE PLAN SHOWING LOCATION OF PREMISES)

## **EXHIBIT B**

### **Uses of Tenant**

The following is the text (with alterations or additions clearly noted in underlined and italicized text) of the proposal made by Tenant to Landlord, being the basis of the selection of Bethesda Hospital to be the Tenant of the Premises. With the execution of this Lease, the Parties will work cooperatively to define which of the following program options will be selected and implemented within the Facilities. For the purposes of the Lease, all of the noted programming options shall be Permitted Uses, notwithstanding that not all program options are required by Tenant to fulfill its obligations under the Lease.

The four paragraphs that follow shall be deemed to set forth additional considerations applicable to both parties under the Lease (subject to Landlord's obligation to construct the Premises and Tenant's obligation to pay rent and expenses). These four paragraphs shall be collectively called, "Joint Utilization Mission Statement" and do not constitute legal obligations of the parties unless and until they reach mutual agreement on additional steps to be taken and the responsibility for related costs, but the parties agree to negotiate in good faith toward meeting these objectives. The Parties shall meet together at least annually to review programming and planning of services for the coming year, and review status and performance outcomes of existing programs. The purpose of such meeting shall be budgetary for both Parties and have the additional purpose of determining current means and methods to be employed to fulfill the intent of the Joint Utilization Mission Statement.

#### ***Joint Utilization Mission Statement***

TriHealth will work in concert with the City of Mason to expand the scope of its state-of-the-art community center. Together we will craft a continuum of services that will weave health and wellness into the very fabric of the community. We will use a diversified approach aimed at reaching varied populations and actively engage residents in opportunities to improve their overall health.

TriHealth proposes the development and construction of a 30,000-square-foot addition to the existing Mason Community Center. We envision the majority of this space would be occupied by primary medical and specialty physicians but also would include room for physical therapy and rehabilitation services. Additional utilization may include finished space for holistic therapy treatment rooms.

TriHealth also proposes the construction of a Warm Water Pool in the existing aquatic area. Further design, planning and consideration will be needed among all parties, but we believe this will be a significant value-added amenity for Mason residents.

TriHealth will maximize utilization of existing facilities (*"Building" as defined in the Lease*) by offering extensive health-related events, screenings, educational presentations and classes for residents of all ages. Potential exists to develop a combined therapy/fitness area that creates a convenient and seamless flow of care, services, activities and amenities designed to attract and retain members. While much discussion and collaboration will need to occur in the design of this shared venture, TriHealth suggests these key elements as the basis for a forward-minded strategy.

#### Specific Programming Options

The following numerically bulleted points and their sub-paragraphs are intended to set forth programming options that are approved as Permitted Uses under the Lease. Services to be offered in Premises that are listed herein shall not require additional approval by Landlord. Services listed herein shall be subject to mutual agreement of the Parties in order to be offered in the Building.

#### **1. Relocation of Multi-Specialty Physician Group Practice**

Group Health Associates (GHA), one of the region's largest multi-specialty group medical practices, proposes to move its established and successful Mason office to the Community Center Campus and work closely with TriHealth to support medical wellness programming at the facility.

GHA builds its practice around its patients on a foundation of proven quality outcomes. They use leading-edge electronic medical records that allow physicians to access patients' medical histories from multiple locations, including TriHealth hospitals and outpatient centers. GHA's full service center features primary care doctors and specialists all working together under one roof. For busy families, for seniors, nothing can be better than the convenience of this one-stop approach to health care services.

□ In addition to adult medicine physicians and pediatricians, the GHA location within the Mason Community Center campus could include physicians specializing in Obstetrics/Gynecology, Allergies, Dermatology, Endocrinology, Ear Nose & Throat, Gastroenterology, General & Colorectal Surgery, Orthopaedics, Physical Medicine

and Rehabilitation, Podiatry and Rheumatology.

- Ancillary services could include an on-site pharmacy, X-ray and ultrasound.
- Possibility exists to create an exclusive on-site medical directory. Physicians listed in the directory agree to schedule patients referred through this directory within three days, providing added-value and increased satisfaction for residents.
- Significant growth opportunities exist for GHA at the Mason Community Center, including potential addition of Bariatric Surgery, Audiology Services, Infusion Therapy and Mammography.

## **2. Addition of Physical Therapy & Physical Rehabilitation Outpatient Services**

TriHealth proposes offering general Physical Therapy Services and Physical Rehabilitation Outpatient Services (PROS) within the new addition to the Mason Community Center. Physical Therapy focuses on improving patients' functional movement through the use of an evaluation and individualized treatment plan.

PROS provides an individualized treatment approach for those people who do not require hospitalization, but need a comprehensive rehabilitation program. Patients who benefit from this form of rehabilitative care typically have been affected by a physical disability, accident or illness.

- The addition of outpatient physical therapy and rehabilitation services would be positioned near the Center's current fitness floor to allow for easy access to existing equipment to be utilized in therapy. Opportunity exists to arrange a flow of services from TriHealth's proposed new space into the existing Community Center facilities. This will serve many purposes, including efficient use of existing space and equipment as well as encouragement to therapy patients to become members of the Community Center after their treatment/program ends.
- TriHealth also recommends the addition of a post-rehabilitation exercise program to be located in close proximity to the fitness floor. A post rehab program enables patients to transition smoothly from medically prescribed therapy to a supervised exercise program and ultimately to independent workouts.

The post-rehab program creates a successful resource for potential new members to your facility. As an example, the TriHealth Pavilion experiences a 71 percent conversion rate of post-rehab attendees into Pavilion members.



### **3. Construction of a Warm-Water Pool**

TriHealth recommends the addition of a warm-water pool to the Community Center. A warm-water pool would benefit patients undergoing treatment through the physical therapy, rehabilitation and post-rehab programs as well as be available for open usage.

- The warm water pool would be designed, built and used in conjunction with the existing aquatic area within the community center. Although more discussion will be needed, we recommend the pool be no larger than 2,000 square-feet so as not to require lifeguard staffing.

- A popular amenity in most fitness facilities, particularly among seniors, the warm water pool presents increased opportunities for aquatic fitness classes:

- Aqua Yoga
- Watsu
- Hydra Pilates
- Arthritis Exercise Class
- Pain Management Class
- Maternity Exercise Class
- Senior Fitness
- Pre- and Post-Bariatric Surgery Exercise

### **4. Development of Health Promotion & Wellness**

At the heart of TriHealth's mission lies our commitment to improving the health of the community by providing a full range of health-related services focused on prevention, wellness and education. Extending these programs and services into the places people live, work and play is one of the things TriHealth does best.

Our experienced professionals know how to make incorporating healthier lifestyles into busy schedules convenient, informative, fun and, most of all, worthwhile for everyone. We consider the options outlined below to be complementary to the services and activities currently offered at the Mason Community Center.

□ TriHealth will have a community wellness coordinator initially assigned to be available on site during designated hours. In addition to developing and coordinating programming in conjunction with Community Center staff, the wellness coordinator would also serve as a “health coach” for residents and community center members seeking advice on common health-related topics or assistance in researching information via on-line resources available through Life Hub.

□ TriHealth would organize and present a range of events on a wide variety of topics of relevance to members and residents of all ages:

□ Large-Scale Events

Events could be held annually or quarterly and tie into a national health theme (e.g. Diabetes Month) for additional promotional power. All would be fun, interactive and include offerings beyond speaker presentations. For example, an event focusing on Diabetes also might include a health fair in which blood glucose screenings are administered, educational classes presented, and informal Diabetes support groups offered. Endorsements could be obtained from city administrators or local celebrities.

□ Brown-Bag Lunches or Evening Seminars

Smaller event formats could be held monthly with a rotating topic list that changes monthly. Examples might include smoking cessation, weight loss, heart health, etc.

□ Health Screenings

Routine blood pressure monitoring, regularly scheduled blood sugar and cholesterol screenings, mobile mammography and flu immunizations are among some of the services that could be arranged by the proposed Community Wellness Coordinator in conjunction with Community Center staff and GHA physicians.

□ Special Interest and Support Groups

The Community Wellness Coordinator or a designee could organize and facilitate discussion groups in informal settings based on topics generated by members. We would work through existing relationships with the American Heart Association, American Lung Association, MS Society, Diabetes Association, etc. to provide information-based groups. Hospice of Cincinnati staff also could deliver presentations on basic philosophy and services.

□ TriHealth suggests using existing Community Center space (e.g. meeting rooms, auditorium) for many programs such as the ones mentioned throughout this proposal. Details are included in Exhibit C.

□ TriHealth would offer access to a FREE Personalized Health Online Newsletter on which the City of Mason could customize a message specific to its residents. The free online newsletter provides up-to-date information from national health resources that's personalized to each subscriber's needs and interests

## **5. Inclusion of Sports Medicine**

TriHealth has provided sports medicine services to Greater Cincinnati since 1995. As part of TriHealth's comprehensive Orthopaedic Division, the Sports Medicine Program has grown to include services to area high schools, numerous professional and club teams, local organizations, Cincinnati State Community & Technical College, College of Mount St. Joseph and Xavier University. TriHealth also provides event and fan care for the Cincinnati Reds.

TriHealth Sports Medicine has many established ties to the Mason Community and Warren County area. Our program currently provides physician services for Kings High School football games and other onsite high school tournaments. Mason resident and GHA Orthopaedist Marc Orlando MD also serves as team physician for Mason's 7th and 8th Grade football teams. In addition, we work with the Warren County Convention & Visitors Bureau to provide comprehensive event care coverage. There are several ways in which TriHealth Sports' Medicine also can add value to the Mason Community Center:

### **□ Saturday Morning Sports Clinics**

TriHealth Sports Medicine Staff in conjunction with Group Health Associates could host specialized clinics for all area athletes ranging from marathon runners to "weekend warriors."

### **□ Sports Enhancement Programs**

TriHealth Sports Medicine also could conduct programs related to specific sports, including golf and tennis.

### **□ Fitness Center Clinic Day**

TriHealth would schedule a special clinic day at the center wherein a physician would

be available on site to evaluate people experiencing problems with pain, injuries, etc.

☐ Pre-Participation Physicals

TriHealth Sports Medicine staff could conduct onsite pre-participation physicals for student athletes as well as those involved in club sports and non-school related sporting events.

☐ Event Care Coverage

TriHealth would provide medical coverage at any event sponsored by the Community Center or other venues. This includes on-site availability of physicians, nurses, athletic trainers and ambulance services.

## **6. Focus on Corporate Health**

With more than 20 years experience in occupational health and wellness programs, TriHealth Corporate Health is the most comprehensive employer-based resource available. Corporate Health provides services for more than 4,000 companies, including 120 within Mason's zip code alone (Appendix B). Among them are some of Mason's top companies:

- ☐ Procter & Gamble Co.
- ☐ Luxottica
- ☐ J W Harris
- ☐ Great Wolf Lodge
- ☐ International Paper Container
- ☐ Deerfield Manufacturing Inc.
- ☐ Armor Metal Group (Mason, Inc.)
- ☐ Aerotek Inc.
- ☐ Skilled Care Pharmacy
- ☐ Clopay Corporation

The Corporate Health team includes two account managers and one community wellness coordinator dedicated to Northeastern Cincinnati. The vice president of TriHealth Corporate

Health also is a member of the Northeast Chamber advisory committee. The remarkable success and high visibility of our Corporate Health division presents an opportunity for raising awareness of services available through the Mason Community Center.

TriHealth also can provide guidance in the development and structure of a successful corporate membership plan to offer added incentive for area employees.

## **7. Enhancements to the BRIDGE**

TriHealth Seniors' Health has the unique advantage of offering the most comprehensive network of services for older adults and their families of any health system in Greater Cincinnati. Our Seniors' Health division also has particularly strong ties to the Mason community:

- TriHealth Seniors' Health physicians serve as medical directors in each of Mason's three nursing facilities/retirement communities: Cedar Village, Mason Christian Village and Mason Health Care Center. In their role as medical directors, these physicians are responsible for the coordination of care and provision of quality services at these facilities. In addition to medical leadership, TriHealth Seniors' Health provides primary medical coverage to approximately 210 residents of these centers.
- TriHealth partners with Skilled Care Pharmacy (Mason) to present an annual Seniors' Health Symposium, an educational event that attracts more than 300 area health care professionals to Mason's Manor House.
- TriHealth's Seniority Program includes nearly 1,800 Mason residents age 60 and older. Seniority members benefit from participation in special events and exclusive classes, health-related discounts and travel opportunities.

TriHealth proposes the following senior-focused services to complement those currently offered through the Community Center's successful BRIDGE program:

- TriHealth Seniors' Health would provide onsite availability of a TriHealth Navigator for Senior Services representative to provide expert assistance for older adults and their families. Our experienced seniors' health professional would be on site often to help guide older adults and their families through a network of senior care options and arrange for appropriate support both within TriHealth and throughout the community. (Schedule to be set)

- TriHealth Seniority has extensive expertise in the area of senior travel. Over the last 24 months, Seniority has coordinated 15 day trips, eight overnight domestic trips and eight international excursions. This expertise could be extended to include members of the BRIDGE program or to assist in the creation of senior-travel opportunities specifically for BRIDGE members.

- TriHealth Seniors' Health offers an established speakers' program on a variety of health-related subjects ranging from bone health and fall prevention to driving safety and long-term care insurance. Seniority also partners with UC's Institute for Learning in Retirement to present a lecture series on a broad range of topics. Both resources could be utilized to expand health-related program offerings for the BRIDGE.

- TriHealth Seniors' Health currently provides wellness screens and evaluations as well as fitness classes at several locations around Cincinnati. These also could be offered at the Mason Community Center:

- Audiology
- Blood Pressure
- Pulse
- Driver Evaluations
- Seniors' Self-Defense Classes
- Seniors' Chair Exercises and Theraball Classes

## **8. Expansion of Kids' Korner**

In collaboration with the Community Center team, TriHealth suggests adding a wellness component to the inviting Kids' Korner facility. This will expand the Kids' Korner focus beyond child care and more into the realm of children's health and fitness:

- Dietitian to assist with focus on nutrition, healthy eating habits and hands-on demonstrations with children; also add Nutrition Council's fast-food display
- Children's safety events and health fairs provided in conjunction with City of Mason Police, Fire & Safety

- ☐ Dental health displays and demonstrations
- ☐ Programs on Attention-Deficit Disorder and Behavior Counseling
- ☐ Variety of camps that could be offered during summer, winter and spring breaks. These might include Nutrition camp for children, spa camps for “tweens” and fitness camps for teens.

Details for all the above to be coordinated based on staffing and/or a reasonable fee.

## **9. City of Mason Employees**

TriHealth currently provides services to City of Mason employees, through Bethesda Care Occupational Medicine, a division of TriHealth Corporate Health. These services include physical exams, injury care and CONCERN counseling services for all employees. Mason Police and Fire Departments as well as Mason City Schools also contract with our Occupational Medicine for at least one or more of these services.

With appropriate approval, we propose expanding our contracted services for the City of Mason employees to include these options:

- ☐ Conduct health and productivity assessment
- ☐ Develop on-site programming at the Community Center to reflect prioritized needs that could include diet, exercise, use of health-risk appraisals and incentive programs
- ☐ Present mandatory CPR classes for police, fire, local businesses, EMS, etc.

## **10. Enrichment and Support Services**

TriHealth’s broad range of ancillary services are available to support Mason’s community and schools in several ways:

- ☐ Student shadowing and mentoring programs for Mason schools
- ☐ Active Junior Volunteer Program at Bethesda North Hospital for teens 14 and older that allow students to serve in many areas of the hospital with completion of a two-hour orientation program.
- ☐ Access to Xavier, University of Cincinnati and the College of Mt. St. Joseph health-career students to shadow at Mason facilities, offering opportunity for the City

of Mason to begin recruiting process for EMTs and other medical personnel.

- Peer support groups, crisis counseling and in-service sessions through Fernside, a non-profit organization affiliated with Hospice of Cincinnati that offers support and advocacy to grieving families who have experienced a death. Fernside previously has provided six-week support programs to Mason Middle School counselors and crisis support to Kings Jr. High School.

- Informational programming and presentations for City of Mason employees and/or the general community by Hospice of Cincinnati, the community not-for-profit hospice affiliated with TriHealth. These might include but are not limited to the following:

- Hospice 101 (basic philosophy and services)
- Advance Directives & DNR Orders
- Holistic Care (topics vary by audience needs/requests)
- Grief/Bereavement
- Customized Presentations for Specific Needs/Requests

- Potential for participation in leading-edge research conducted by the Hatton Institute, a widely recognized center of biomedical research, education, and innovation supported in part by TriHealth.

Previously, the Mason Fire Department participated in a study with the Bethesda North Cardiac Research Department (a division of the Hatton Institute) involving the use of monitoring equipment on patients suspected of having heart attacks. The study obtained EKGs while still “in the field” and transmitted them within seconds to the Bethesda North Emergency Department. This extra 15 minutes of notification allows the ED and Catheterization Lab more time to prepare for the patient’s arrival and to determine whether the patient should bypass the ED for immediate intervention in the Cath Lab. It’s but one example of incredible collaboration between the Mason community and TriHealth hospitals for continuous improvement of care.

These are but some of the many possibilities available through the City of Mason’s collaboration with TriHealth. We believe they reflect the type of value-added services and



programs Mason seeks to offer its residents. You can feel confident that, while others may take the opportunity presented by the Mason Community Center and make it work, TriHealth will take this opportunity and make it exceptional.

*End of Exhibit*

## EXHIBIT C

### AGREEMENT

**THIS RENT CALCULATION AGREEMENT** (the "Agreement"), made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"), by and between The City of Mason, Ohio (hereinafter called "Landlord") and, Bethesda Hospital, Inc. an Ohio Non-Profit Corporation (hereinafter called "Tenant"; Landlord and Tenant individually referred to as a "Party" or collectively referred to as the "Parties"). The Parties agree as follows:

1. The Total Cost of the Premises is \$\_\_\_\_\_ for the purpose of calculating the Direct Capitalization portion of Tenant's Base Rent for the Base Term of the Lease.

2. The calculation of the Direct Capitalization portion of Tenant's Base Rent is as follows:

\$\_\_\_\_\_ multiplied by .09 = \$\_\_\_\_\_

3. Total Base Rent, being comprised of Direct Capitalization Rent and Additional Rent are then as follows:

\$\_\_\_\_\_ plus \$115,000 = \$\_\_\_\_\_

4. The monthly installment of Base Rent under this lease shall be \$\_\_\_\_\_ during the Base Term thereof.

5. Landlord estimates Shared Operating Expenses to be \$\_\_\_\_\_ for the coming year 20\_\_\_\_ (annualized to be a twelve month spend if Tenant's liability is for a partial year due to its occupancy date).

6. Tenant's Pro Rata Share of Shared Operating Expenses is \_\_\_\_\_% as certified by Landlord's architect, meaning Tenant's annualized liability for estimated Shared Operating Expenses shall be \$\_\_\_\_\_ for the subject year, or a monthly installment of \$\_\_\_\_\_.

7. The Parties have agreed to the following liability of Tenant for Fitness Expenses for the 20\_\_\_\_ year: \$\_\_\_\_\_ payable at the rate of \$\_\_\_\_\_ monthly.

8. Expense Reimbursement, which is the sum of Tenant's Pro Rata Share of Shared Operating Expenses and Tenant liability for Fitness Expenses, are agreed to total

\$\_\_\_\_\_ for the first Year of this Lease or a Monthly installment amount of  
\$\_\_\_\_\_.

9. Total of all forms of rent and expense reimbursement under this Lease shall be as follows for Year One of the term hereof.

|                       | Annual Amount | Monthly Installment |
|-----------------------|---------------|---------------------|
| Total Base Rent       | _____         | _____               |
| Expense Reimbursement | _____         | _____               |
| Total Rent for Yr 1   | _____         | _____               |

Witness:

**TENANT:**

Bethesda Hospital, Inc., an Ohio Non-Profit Corporation

\_\_\_\_\_  
(witness signature)

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

\_\_\_\_\_  
(printed name)

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

\_\_\_\_\_  
(date)

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

BEFORE ME, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a(n) \_\_\_\_\_, who acknowledged that he/she did sign the foregoing instrument to be of his voluntary act and deed and that he/she had full authority to sign on behalf of said entity.

IN TESTIMONY HEREOF, I have hereunto set my hand and official seal this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

---

NOTARY PUBLIC

Witness:

**LANDLORD:**

City of Mason, Ohio  
an Ohio municipal corporation

\_\_\_\_\_  
(witness signature)

By: \_\_\_\_\_  
Eric Hansen

\_\_\_\_\_  
(printed name)

Title: City Manager

\_\_\_\_\_  
(date)

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

BEFORE ME, a Notary Public in and for said County and State, personally appeared Eric Hansen, the City Manager of the City of Mason, Ohio, an Ohio municipal corporation, who acknowledged that he/she did sign the foregoing instrument to be of his voluntary act and deed and that he had full authority to sign on behalf of said entity.

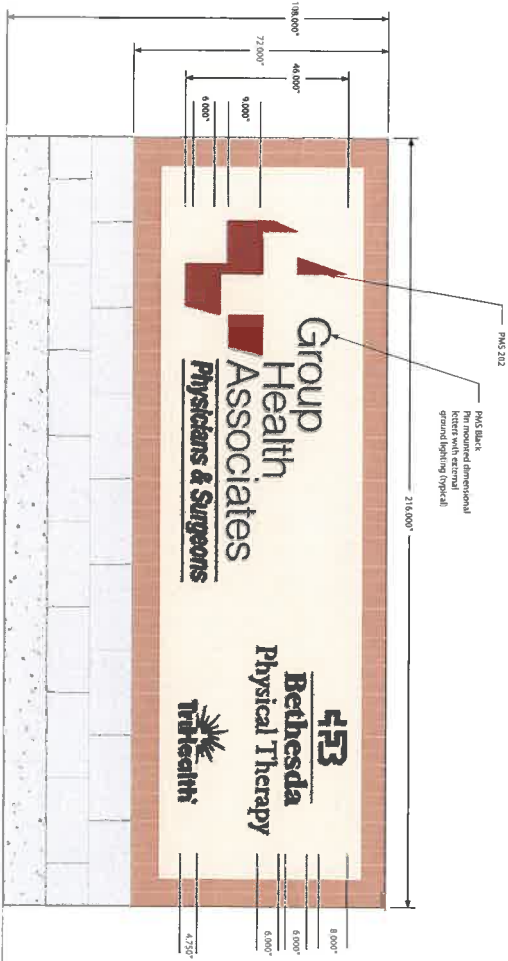
IN TESTIMONY HEREOF, I have hereunto set my hand and official seal this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

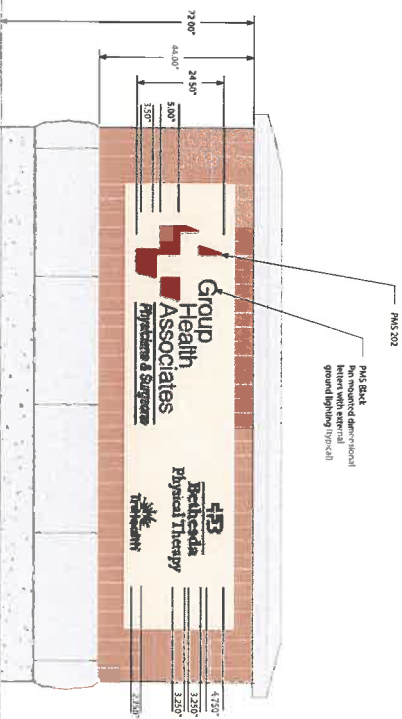
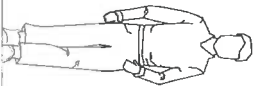
## **EXHIBIT D**

### **Sign Package**

359757.1



Monument A



Monument B



Scale 3/4" = 1'