

EXECUTIVE SUMMARY

TO: Mayor Blad and Council Members

FROM: John Banks, Parks & Recreation Director
Stacie VanKirk, Recreation Manager

RE: **Contract Agreement to Partner with Tivity Health Services, LLC**

DATE: July 11, 2018

Council may wish to approve the request for the Community Recreation Center enter into an agreement to partner with Tivity Health Services, LLC.

Tivity Health Services oversees the Silver Sneakers program for those ages 65 years and older and the Prime Program members 18-64 years. They offer their program member's incentives to get healthy by attending approved facilities. The facilities are compensated based on Program member visits with a maximum cap payment per Program Member per month.

Silver Sneakers for seniors has been a highly requested program in which the Community Recreation Center was not an approved facility. It has taken 6 years of requesting to be approved and the opportunity is now being offered.



Live healthy. Live long.

TIVITY HEALTH PARTNER LOCATION AGREEMENT

This Partner Location Agreement (this "Agreement") is between **TIVITY HEALTH SERVICES, LLC** ("Tivity Health"), and the "Facility" named below. This Agreement is effective as of as of the date of the signature by the Facility below ("Effective Date"). Facility desires that it and its other locations listed on **Exhibit A-1** be included as a member of Tivity Health's network of locations for the purposes of fitness memberships and/or offering Tivity Health's programs, and Tivity Health desires Facility to be a member of Tivity Health's network.

Facility. The undersigned Facility and any additional participating locations of Facility as mutually agreed to and set forth in **Exhibit A-1**, which have entered into this Agreement with Tivity Health to be part of the Tivity Health Network.

Facility Contact. Facility has designated the person named on **Exhibit A-2** as authorized to represent Facility in communicating with Tivity Health about this Agreement.

Pricing. Tivity Health will pay Facility the selected program fees in **Attachment A**.

Programs. Facility will offer each Tivity Health program marked in **Attachment A**.

Term. The term of this Agreement runs from the Effective Date to December 31 of the current year ("Initial Term") and thereafter will automatically renew for one (1) year periods running from January 1 to December 31, provided that after the Initial Term, either party may terminate this Agreement upon 120 days' prior written notice.

Terms & Conditions. This Agreement will be governed by the Standard Terms and Conditions as they appear on Tivity Health's Fitness Provider Portal located at <https://fitness.tivityhealth.com> (as updated by Tivity Health from time-to-time, the "Portal").

The Tivity Health materials on the Portal are incorporated by reference as an integral part of this Agreement.

This Agreement supersedes any prior agreements and represents the entire understanding and agreement between the parties regarding the subject matter of this Agreement.

Tivity Health and Facility each sign below to agree to be bound to the terms of this Agreement as of the Effective Date.

TIVITY HEALTH SERVICES, LLC

Community Recreation Center
Name of Facility

Signature

Signature

Tivity Health Printed Name

Brian C. Blad
Printed Name

Tivity Health Title

Mayer
Title

Date

Date

ATTACHMENT A**Notices, Utilization Payment, Programs and Pricing****1. Notices to Facility and Tivity Health.**

Facility Contact: Attached Exhibit A-2

Tivity Health Contact: Tivity Health PL Contracting Department, 1445 South Spectrum Blvd., Chandler, Arizona 85286. Phone: (480) 444-5400.
Email: PLContracting@tivityhealth.com.

2. Facility Locations. Attached Exhibit A-1**3. Program Utilization Payment.**

- a) Program Utilization Payment for Selected Tivity Health Programs. Tivity Health shall compensate Facility based on Program Member Visits, with a maximum cap payment per Program Participant per month. Program Visit shall mean one distinct occasion, recorded and reported by Facility in accordance with procedures specified in the Reference Guide, during which a Member enters Facility to enroll in or use the Program. Tivity Health shall not compensate Facility for more than one Program Visit per day. Program Participant shall mean a Member, who, after completing the Program enrollment, has used the Program at a facility in the Tivity Health Network at least once in a given month.
- b) Payment Schedule. Payment shall be processed for direct deposit by Tivity Health by the last day of the month following the month in which Program Visits occurred ("following month"), provided Tivity Health receives Facility's monthly utilization data by the fifth (5th) day of the following month. In the event utilization data is not received in a timely manner, payment may be delayed. Payment for monthly utilization received after the last day of the following month will be denied for non-timely filing and will not be eligible for reimbursement or appeal. Appeals must be brought to the attention of Tivity Health within thirty (30) days of receipt of payment; appeals brought at a later date will not be eligible for review.

4. **Programs and Pricing.** A description of each Program appears on the Portal: <https://fitness.tivityhealth.com>

- SilverSneakers® Fitness Program Offering Basic Member Access
\$2.50 per Member Visit up to \$20.00 per Member per Month

- Prime® (Fully Subsidized for Members 18+)
\$3.50 per Member Visit up to \$30.00 per Member per Month

- Prime Private Brand® (Member Pay Program)
\$3.50 per Member Visit up to \$30.00 per Member per Month

- WholeHealth Living Choices Program
Facility agrees to extend to individuals eligible for the WholeHealth Living Choices Program discounted services as follows; these discounts represent a minimum of 10% off at least one of the rates: