# City of Carroll

112 E. 5th Street Carroll, Iowa 51401-2799 (712) 792-1000 FAX: (712) 792-0139

**MEMO TO:** Mike Pogge-Weaver, *City Manager* MJP-W

**FROM:** Jack Wardell, *Director of Parks and Recreation* JW

**DATE:** July 5, 2018

**SUBJECT:** Memo to City Council – The Healthways SilverSneakers® Fitness Program by Tivity Health

- Resolution

SilverSneakers® is a free fitness program for seniors that's helping millions of people on Medicare defy the odds, shatter stereotypes and answer every challenge with, "I can do this!" SilverSneakers® includes unlimited access to every participating gym and fitness center in the network. That's a gym membership at more than 14,000 locations with unrestricted access to EVERY location. Weights, treadmills, pools and other amenities are included.

What does the City of Carroll provide:

1. Provide SilverSneakers® members with a no-cost basic membership.
2. Utilize the web-based Healthways Fitness Provider Portal to maintain staff accounts, verify member eligibility, obtain materials, receive training.
3. Report monthly utilization using a electronic tracking system (Healthways tracking device at no extra cost to the City or use our current system if compatible.

**Program and Pricing:**

SilverSneakers® Fitness Program including Tivity Health Proprietary Classes.
$3.00 per Member Visit up to $24.00 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

**RECOMMENDATION**: For the Mayor and City Council consider and approve the resolution to the City to enter into the attached Agreement and partner with SilverSneakers® by Tivity Health to allow their members access to the Carroll Recreation Center.

**RESOLUTION _____**

**RESOLUTION ACCEPTING AND APPROVING THE AGREEMENT WITH TIVITY HEALTH SERVICES, LLC. FOR THE HEALTHWAYS SILVERSNEAKERS® FITNESS PROGRAM**

WHEREAS, a Agreement for the Healthways Silversneakers® Fitness Program has been prepared with Tivity Health Services, LLC.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Agreement with Tivity Health Services, LLC is accepted.

BE IT RESOLVED that the Agreement with Tivity Health Services, LLC for the Healthways SilverSneakers® Fitness Program is approved upon review and acceptance by the City Attorney.

Passed and approved by the Carroll City Council this 9th day of July 2018.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

tivity HEALTH | 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**

| | |
|---|---|
| | _____ Name of Facility |
| _____ Signature | _____ Signature |
| _____ Tivity Health Printed Name | _____ Printed Name |
| _____ Tivity Health Title | _____ 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 Including Tivity Health Proprietary Classes
$3.00 per Member Visit up to $24.00 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

## STANDARD TERMS AND CONDITIONS

1. Definitions. All terms not defined herein will have the meanings given to them in the Partner Location Agreement between Tivity Health and Facility (the "**Agreement**").

a) "**Confidential Information**" means this Agreement, the identity of any Tivity Health customer, Participant information and information a recipient should reasonably understand to be confidential given the nature of such information, including, without limitation, any Tivity Health IP.

b) "**Participant**" means a Sponsoring Organization member, employee, dependent or other person eligible for the Program, determined by the Participant verification process outlined in the Reference Guide.

c) "**Program**" means each Tivity Health program elected in the Agreement and as described on the Portal.

d) "**Reference Guide**" means the procedures and guidelines set forth on the Portal for participation in the Tivity Health network.

e) "**Tivity Health IP**" means any and all intellectual property associated with the Program and tangible embodiments thereof, including, without limitation: the Portal, the Reference Guide; Program descriptions, processes and know-how; Tivity Health content on the Portal; and all data regarding activity at the Facility, such as utilization reports.

2. Facility Responsibilities. In exchange for the compensation to be paid by Tivity Health, Facility shall perform the following services:

a) Program Implementation Process. To prepare for Program commencement, Facility agrees to participate in the following 1) coordination with Tivity Health of electronic reporting containing the required data elements; 2) Tivity Health scheduled and led training; and 3) Tivity Health's evaluation of Facility to certify Facility's preparedness to provide Program (the date by which each of these has been completed, the Ready Date.")

b) Staffed Hours. Facility shall be appropriately staffed in accordance with professionally-recognized standards of fitness programs a minimum of six (6) hours per day, Monday through Friday.

c) Program Enrollment. Facility shall enroll Participants in the Program in accordance with the protocol defined in the Reference Guide or other protocol mutually agreed between the Parties.

d) Reporting Obligations of Facility. Facility shall report Program utilization to Tivity Health on a monthly basis. Program utilization reporting shall consist of all 1) Program forms completed during the previous month as applicable; and 2) visits for the month. Facility shall prepare a report of daily visits and utilization from the month summarizing activity and containing the required data elements and submit it electronically to Tivity Health no later than the fifth (5th) day of the following month. The required file format, data elements and submission options are defined in the Reference Guide. The Parties to this Agreement shall work cooperatively to establish correct and acceptable electronic monthly utilization data reporting; Tivity Health may provide technical support to Facility if necessary.

e) SilverSneakers® Program Advisor. Facility shall designate one staff member as the SilverSneakers Program Advisor, who shall serve as a liaison to Tivity Health and as a resource person for SilverSneakers Participants utilizing the Tivity Health Network, and is knowledgeable concerning all services provided by Facility to Participants.

f) Guest Pass Program. Facility shall provide Program services to persons presenting a Tivity Health guest pass. Properly documented guest visits will be counted the same as a Participant visit for purposes of calculating Facility's compensation.

g) Reference Guide. Facility must comply with the Reference Guide to remain a part of Tivity Health's network.

h) Access to Program at No Charge. Facility will provide all Participants access to the Program at no charge to the Participants.

i) Tivity Health Network Reciprocity. Facility will ensure that all of Facility's locations listed in the Agreement allow access to all Participants.

j) Membership Conversion. Upon the Effective Date, Facility will inactivate any existing gym/facility membership relationship a Participant may have with Facility, which inactivation will be for the duration of the Agreement. Facility will not collect any monthly dues, cancellation fees, or other fees during the inactivation period. Upon termination of

the Agreement or the termination of a Participant's membership with a Tivity Health customer, Facility may re-activate that Participant's inactivated Facility membership.

k) Portal. Facility's participating locations will create and maintain user accounts on the web-based Tivity Health Fitness Provider Portal. Facility shall utilize the Tivity Health Fitness Provider Portal to verify Participant eligibility and to obtain and access Tivity Health materials, including Sponsoring Organization information, training materials, Program forms, Program reports, and the Reference Guide.

l) Communications. Facility will coordinate all external communications through Tivity Health. Facility will immediately notify Tivity Health of all external inquiries regarding any Tivity Health Program, Tivity Health, or a Tivity Health customer.

m) Return of Materials. Facility will promptly return all Tivity Health Program materials upon termination of the Agreement or at Tivity Health's request.

n) Fraud, Waste and Abuse Training. Applicable Facility personnel will complete fraud, waste and abuse training as required by the Center for Medicare and Medicaid Services and provide confirmation of completion of same on the Portal.

o) Insurance. Facility will maintain commercially reasonable levels of general liability insurance in order to satisfy Facility's obligations to Tivity Health under this Agreement and as is reasonable and appropriate and industry-standard given Facility's business operations.

3. Use of Trademarks, Logos, and Copyrighted Materials. Each party grants the other a limited and non-exclusive right to use the other's trademarked or service-marked name, logo, identity, format, and materials solely for use for the purposes outlined in this Agreement (the "**Marks and Materials**"); provided, any use by Facility must be approved in advance and in writing by Tivity Health. Upon termination of the Agreement Facility will cease all use, advertising, marketing, and referencing of Tivity Health Marks and Materials. Nothing in the Agreement grants either party any right, title or interest in or to the Marks and Materials of the other party. All use by Facility of Tivity Health's Marks and Materials (including goodwill) will be for the sole benefit of Tivity Health.

4. Tivity Health IP. Tivity Health is the sole and exclusive owner of any and all Tivity Health IP, and nothing in the Agreement will alter Tivity Health's ownership rights in the Tivity Health IP whatsoever. Facility may not sell, license or otherwise transfer the Tivity Health IP.

5. Disagreements. If the parties have a disagreement they will work in good faith to resolve it. Neither party will sue the other in front of a judge or jury; rather, all unresolved disagreements will be resolved exclusively by binding arbitration. Neither party will initiate, support, or otherwise participate in class action lawsuits, class-wide arbitrations, private attorney-general actions or the like against the other party.

6. Research Studies. Facility must seek prior written approval (which Tivity Health may decline in its sole discretion) from Tivity Health before undertaking any research or clinical study of Participants or Programs. Facility will provide study findings and results to Tivity Health prior to any publication or presentation of same. Tivity Health may withhold approvals hereunder in its sole discretion.

7. Compensation. Tivity Health will pay Facility the fees and rates set forth in the Agreement. Facility will be responsible to pay its own taxes on any payment received from Tivity Health.

8. Termination.

a) Early Termination. Notwithstanding any other provision of this Agreement, Tivity Health may terminate this Agreement at any time upon notice to Facility due to 1) closure of Facility, resulting in denial of Program services to Participants, without thirty (30) days' prior written notice to Tivity Health; 2) fraudulent Program utilization reporting by Facility; or 3) Tivity Health's reasonable determination that the health or safety of Participants may be in jeopardy if this Agreement is not terminated.

b) Bankruptcy. If at any time there is filed by or against a party to the Agreement a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver, trustee, or conservator of all or a portion of the party's property, or if a party makes an assignment for the benefit of creditors, and if such action is not dismissed after 90 calendar days, the Agreement may be immediately terminated by the other party.

c) Material Breach. If either party breaches a material term or condition of the Agreement, the non-breaching party may terminate the Agreement on notice to the other party specifying the nature of the breach as long

as the breach is not cured within 30 days after such notice.

d) Default. Tivity Health may at its sole discretion and without limiting its other remedies withhold payment of any amounts otherwise due to Facility if Facility commits an act of fraud or commits a material breach of the Agreement.

e) Immediate Termination. Tivity Health may immediately terminate the Agreement upon notice to Facility in the event of (i) Facility closure; (ii) fraudulent reporting of Program utilization by Facility; (iii) Tivity Health's determination that a Participant's health or safety may be at risk; or (iv) Facility or any of its owners, employees, agents, or affiliates have been convicted of Medicare fraud or appear on any state or federal government exclusion list, including, without limitation, the System for Award Management or the Office of Inspector General's List of Excluded Individuals and Entities.

f) Termination for Convenience. Tivity Health may terminate the Agreement for convenience with 30 days prior written notice to Facility. In such case, Tivity Health shall have no further obligation or liability to Facility apart from the payment of fees owed.

9. Confidentiality. During the Term and at all times thereafter, Facility may not divulge to anyone or use in any way any Confidential Information.

10. Participant Contact. Facility agrees not to contact Participants during the Term of this Agreement regarding business matters of the Program, including, without limitation, switching health plans, disenrolling, enrolling with other health plans or similar entities, or contracting directly with Facility. Facility will not dissuade Participants from engaging in any Tivity Health Program.

11. Notices. All notices and other communications under this Agreement must be in writing, sent to the applicable contact listed in the Agreement, and will be deemed to have been duly given, made and received when sent by (a) electronic mail or (b) hand delivery, including by a recognized courier service.

12. Waiver of Claims. Unless caused by the gross negligence or intentional wrongdoing of Tivity Health, Tivity Health's customers, or any applicable government agency, Facility hereby waives and releases all claims (known and unknown) against Tivity Health, Tivity Health's customers, and applicable government agencies, and/or any of their respective officers, directors, shareholders, employees, affiliates or representatives (collectively, **"Tivity Health Affiliates"**) sustained by Participants as a result of the Participant's engagement in the Program or any other activities undertaken in or sponsored by Facility.

13. Indemnification. Facility will indemnify, defend, and hold harmless Tivity Health and all Tivity Health Affiliates and their respective officers, directors, shareholders, employees, and representatives from any and all Losses. For purposes of this Section 13, **"Losses"** means all claims, demands, suits, liabilities, damages, obligations, and expenses (including without limitation reasonable attorneys' fees) incurred by Tivity Health related to negligence or willful misconduct of Facility or its officers, directors, employees, agents or affiliates.

14. Cooperation in Defense. Tivity Health and Facility agree that, to the extent permitted by law, they will cooperate with one another in the defense of any claim arising from any acts of their respective officers, shareholders, employees, or agents and will give one another written notice of any claims arising in relation to the Agreement.

15. Miscellaneous.

a) Compliance with Federal and State Rules and Regulations. Facility will comply with all applicable federal and state rules and regulations regarding services provided to Participants.

b) Business License and Regulatory Standards. Facility will hold an active and unrestricted business license as required by law and meet occupational health and safety requirements and regulatory standards in the state and jurisdiction in which Facility operates.

c) Severability. Should any provision of the Agreement be determined by any court of competent jurisdiction to be illegal, invalid or unenforceable in any respect, in whole or in part, the offending provisions will not affect the enforceability of the other provisions.

d) Amendment of Agreement to Comply with Law. Tivity Health may amend this Agreement to comply with applicable law upon 60 days' prior written notice to Facility, and Facility may terminate this Agreement during such period if the amendment would have a demonstrable material adverse effect on Facility.

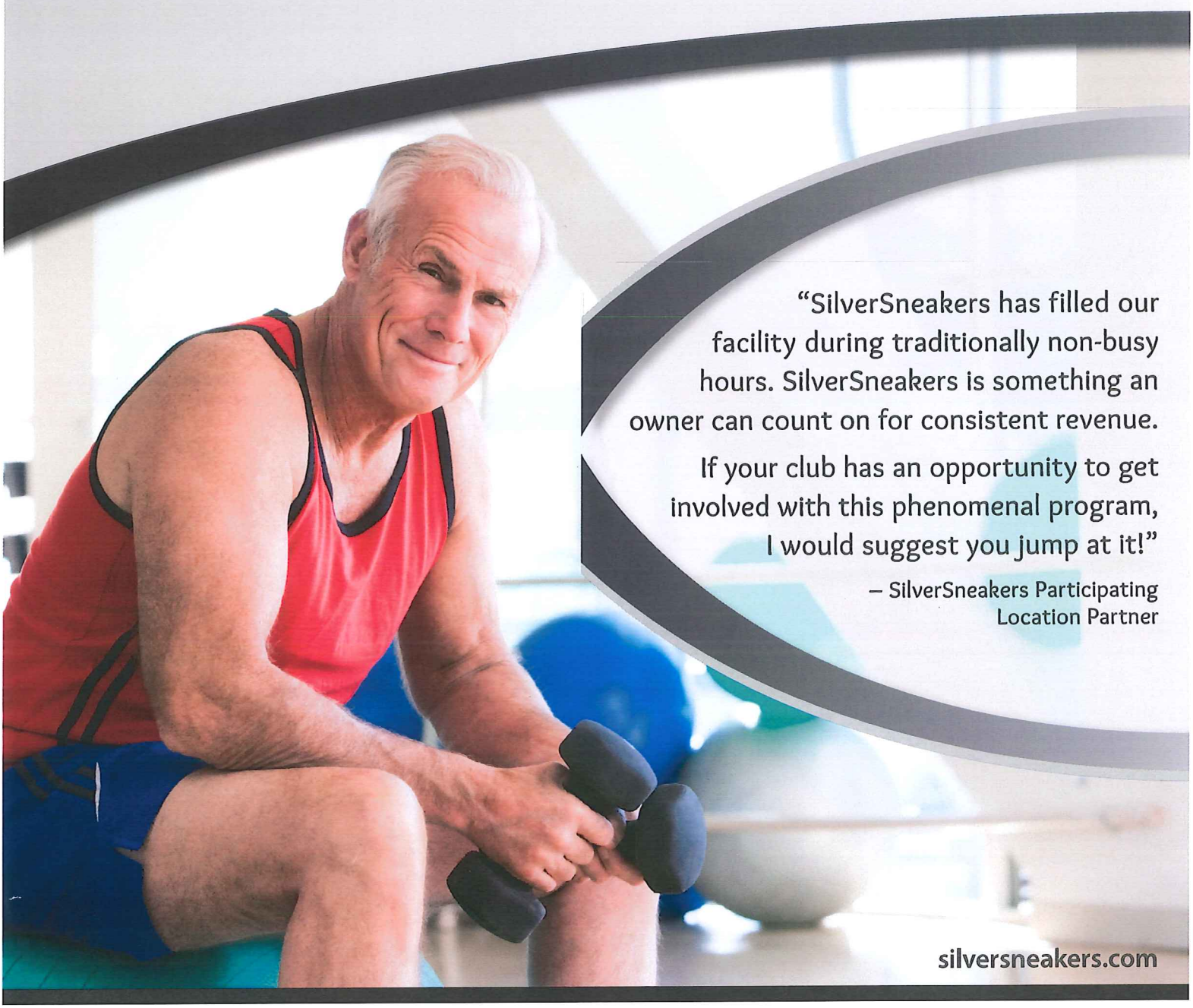
e) Applicable Law. The Agreement is governed by the laws of the State of Delaware, without giving effect to its conflicts of laws provisions, and each party submits to the exclusive jurisdiction of the courts of the State of Delaware.

f) Sale of Business/Transfer of Assets. Facility will notify Tivity Health in writing at least 90 days before it sells or transfers all or substantially all of its assets or business.

g) Survival. Sections 12 through 14 will survive termination of the Agreement, regardless of the reason for termination.

# SILVERSNEAKERS®

## REACH THE LARGEST DEMOGRAPHIC



"SilverSneakers has filled our facility during traditionally non-busy hours. SilverSneakers is something an owner can count on for consistent revenue.

If your club has an opportunity to get involved with this phenomenal program, I would suggest you jump at it!"

– SilverSneakers Participating Location Partner

silversneakers.com

SilverSneakers® by Tivity Health

B2BPLNAT1004SLSKITBKLTAO0417
Amenities Only

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## QUICK FIND

Click on a topic below to learn more.


Program benefits

What types of marketing support will I receive?
» Member marketing samples

How do I get started?

Checklist – what to do next


SilverSneakers® by Tivity Health

silversneakers.com

# PROGRAM BENEFITS

## WHAT ARE THE BENEFITS OF OFFERING THE SILVERSNEAKERS PROGRAM?

» **No fees!** There are no administrative fees or costs to offer our SilverSneakers program.

» **New members.** With SilverSneakers you can successfully reach the largest age demographic and members who don't typically visit a gym.

» **Additional revenue.** You will receive compensation based on program participation, plus opportunities for supplemental revenue (personal training, massage, family referrals).

» **Participation during off-peak hours.** With the program, you will have increased participation during typically off-peak hours.

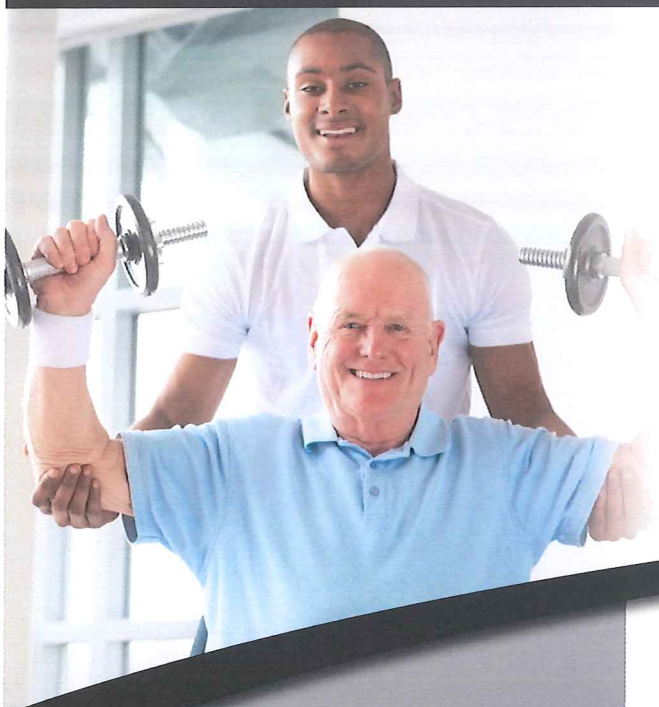
» **Program support.** Tivity Health, Inc. provides staff support to your location.

» **Marketing promotion.** **1) Gain visibility** on silversneakers.com. **2) Increase awareness** by having your location listed in the network directory on our website. **3) Direct members** to your location through SilverSneakers Customer Service.

### PARTNER with SILVERSNEAKERS® BY TIVITY HEALTH

- **Join** a nationwide network of more than 13,000 participating fitness locations.
- **Gain** access to more than 12 million potential members.
- **Bring** brand recognition to your location with SilverSneakers, the nation's leading exercise program for active older adults.

SilverSneakers® by Tivity Health



# WHAT TYPES OF MARKETING SUPPORT WILL I RECEIVE?

## HERE ARE JUST A FEW EXAMPLES OF HOW WE PROMOTE YOUR LOCATION:

» **Silversneakers.com:** Approximately 25,000 people visit silversneakers.com each day. Your location will be displayed on the Location Finder, which helps 185,000 visitors search for convenient SilverSneakers participating locations each month.

» **Health Plan Websites:** Many of our health plan partners display participating locations on their websites and/or a link to **silversneakers.com**, where members can find your location.

» **Social Media:** The SilverSneakers Facebook page, located at **facebook.com/silversneakers**, has more than 95,000 fans and more than 2,600 Twitter followers. Our team frequently posts content encouraging fans and followers to find their participating location by visiting the SilverSneakers website.

» **Direct Mail:** Wide varieties of targeted pieces are mailed to SilverSneakers members.

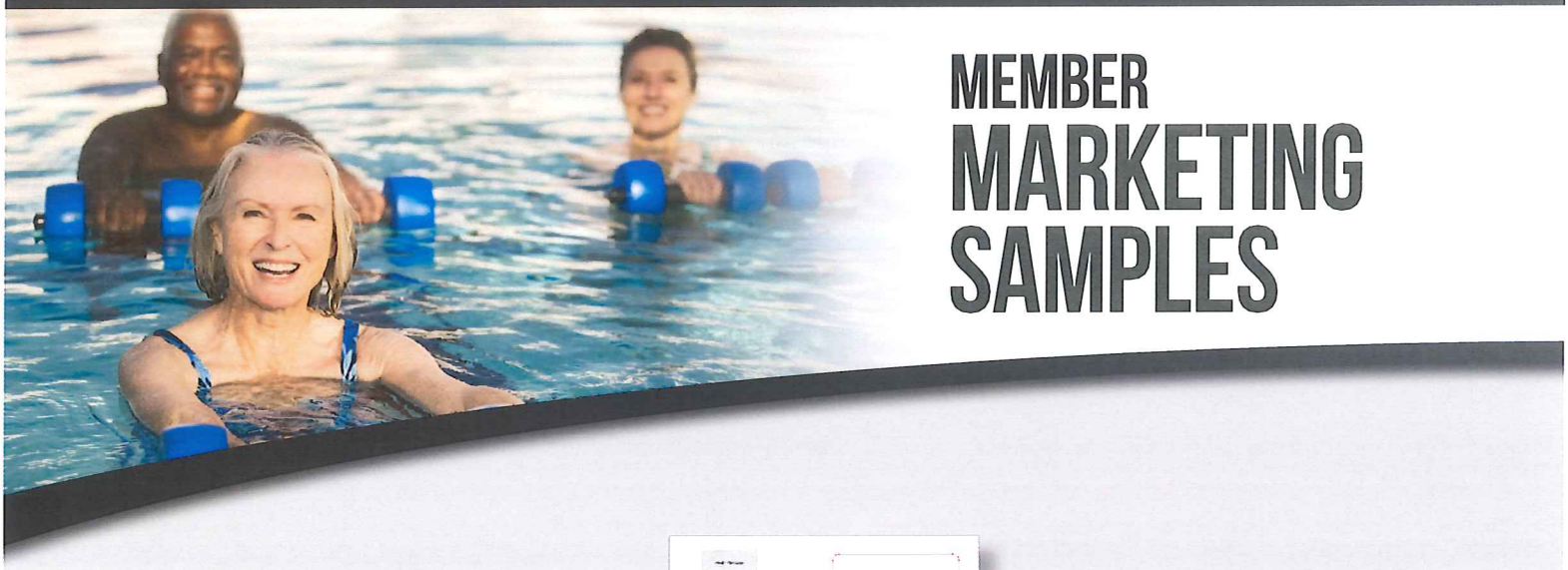
» **Health Plan Partner Collateral:** Your location will be featured on health plan benefit packages, health plan collateral and sales materials.

» **Phone:** Ongoing outbound call campaigns and inbound inquiries direct members to your location.

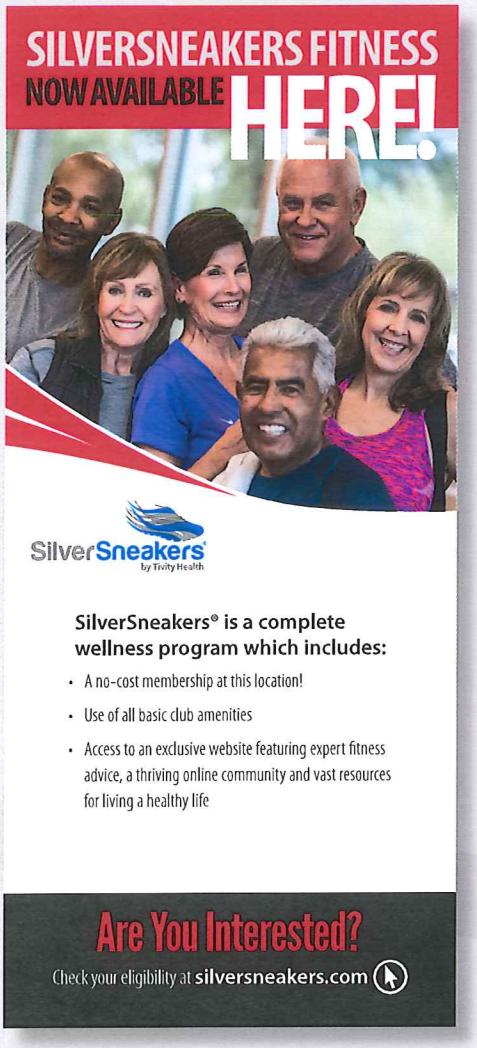
» **More!** Additional tools and marketing kits are available to help you promote your location.

> **"I love my SilverSneakers location.** The staff are friendly and helpful; I feel comfortable there. SilverSneakers is a win-win situation!"
>
> - Harriet S., SilverSneakers member

SilverSneakers® by Tivity Health



# MEMBER MARKETING SAMPLES



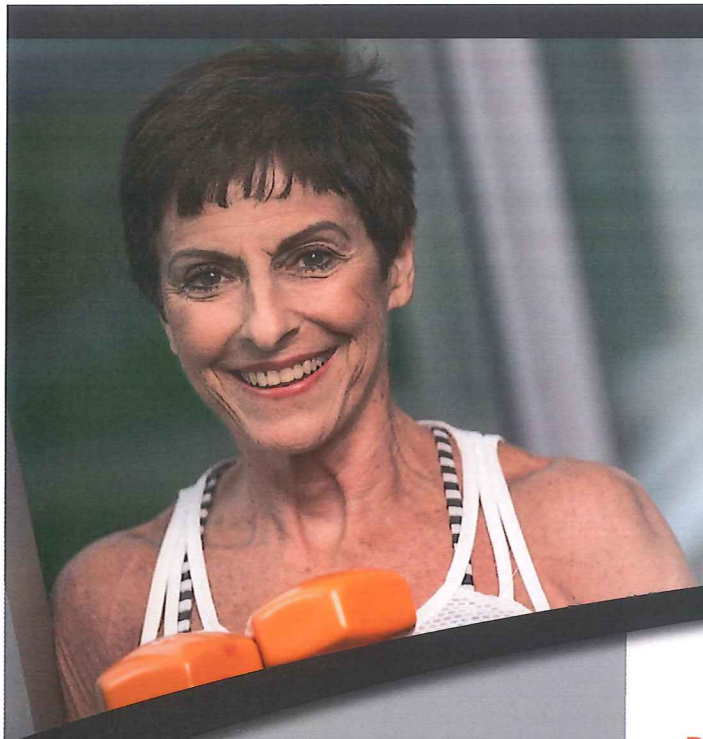

SLIM JIM TAKEAWAY

IMET

NEW LOCATION CARD

NEW MEMBER WELCOME FLIER

SilverSneakers® by Tivity Health

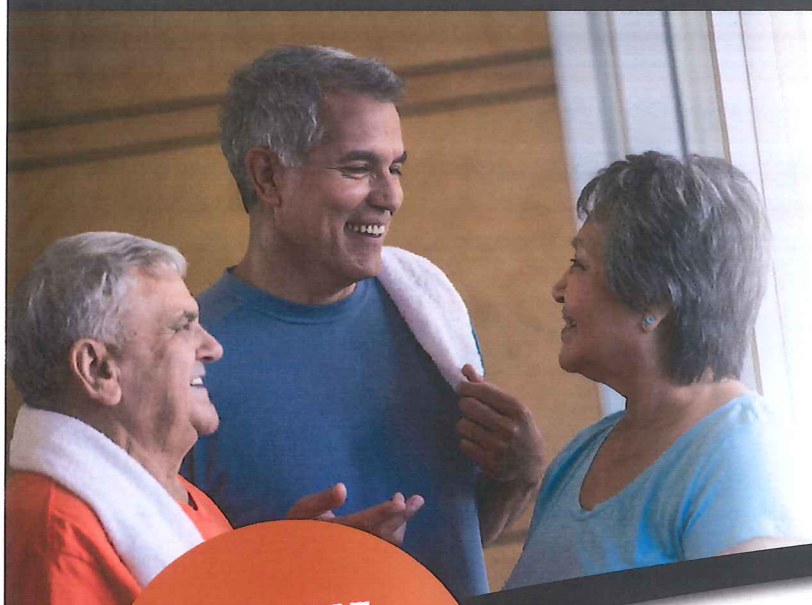


# HOW DO I GET STARTED?

## REQUIREMENTS:

- Provide SilverSneakers members with a no-cost basic membership, and Tivity Health, Inc. will pay you for their participation.
- Designate a staff member to serve as members' Program Advisor®.
- Attend required virtual training for successful program launch.
- Partner with our Provider Services Liaisons to ensure the successful delivery of the program.
- Engage in the web-based Tivity Health Fitness Provider Portal to maintain staff accounts, verify member eligibility, obtain materials, receive training, etc.
- Report monthly utilization using an electronic tracking system.
- Prominently display the provided SilverSneakers window decal.

SilverSneakers® by Tivity Health



# CHECKLIST – WHAT TO DO NEXT

**WELCOME to TIVITY HEALTH!**

Partnering with us is a fast and easy process.

Follow the three steps below to **get ready, get set** and **go!**

## 1. GET READY: WHAT WE NEED FROM YOU

- Upon receipt of email instructions, register and log into the Tivity Health portal.
- Review the agreement, and complete the location information and the payment setup.
- Upload the certificate of liability.
- Complete the W-9 form.

## 2. GET SET: NEXT STEPS YOU NEED TO TAKE

- Register for and complete training.
- Verify the reporting method.
- Identify reporting software and send the sample reporting file to your Tivity Health Representative.
- Enter location amenities on the Tivity Health portal.
- Introduce yourself to Tivity Health Representative.

## 3. GO: CELEBRATE A SUCCESSFUL LAUNCH

- Begin enrolling members.
- Complete brief onboarding survey.

Annette Flores
Network Recruitment Specialist
480-444-5464
annette.flores@tivityhealth.com>

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SilverSneakers® by Tivity Health

prime®

## DID YOU KNOW ...

**When you join the Prime® network, you gain access to more than 40 million new members, and pay no administrative fees.**

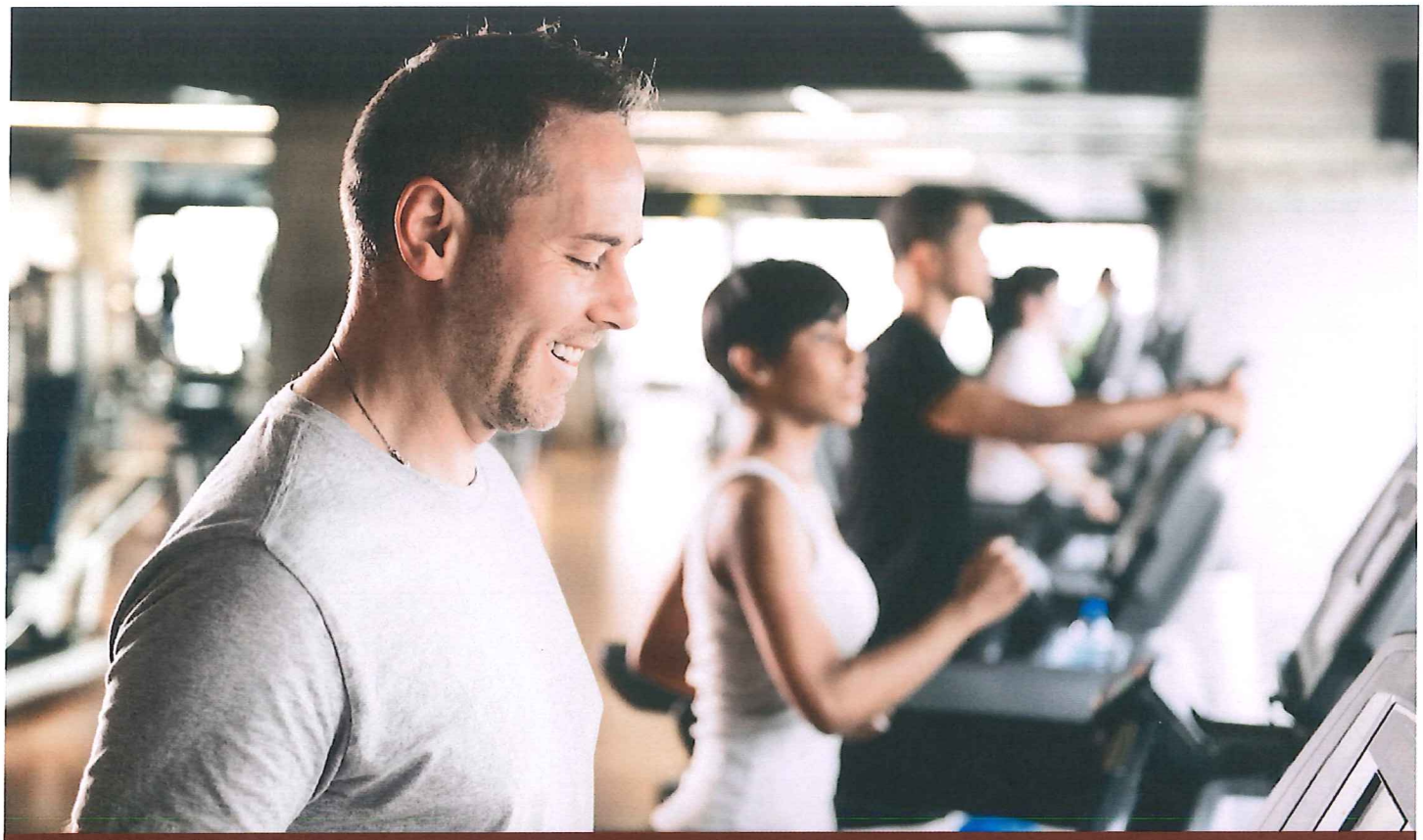
**50%** of Prime members did not have a fitness membership in the year before joining Prime.

**74%** of Prime members are new to the location they attend currently.

tivity HEALTH

tivityhealth.com

PRME4512SLSKIT0318



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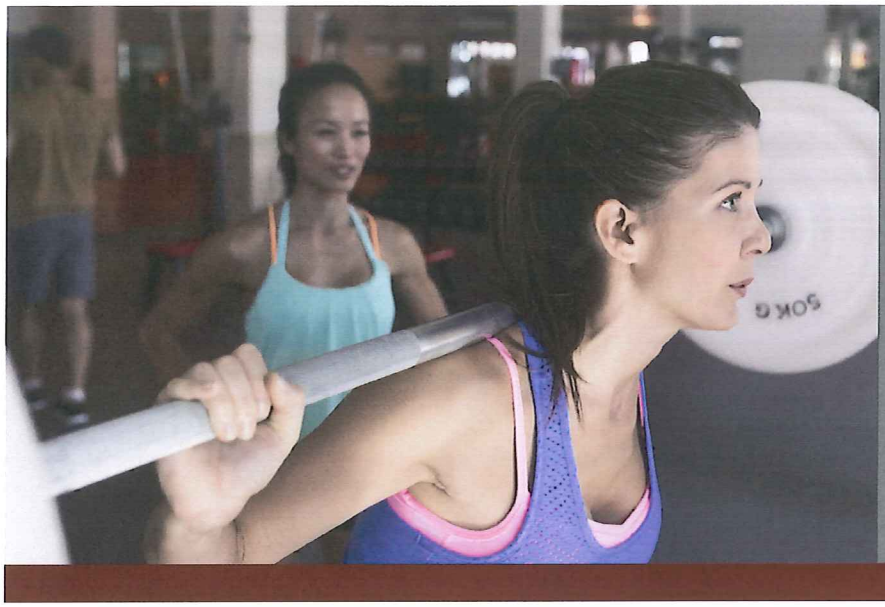


Through working out I was able to lose 51 pounds in a year and reduce my resting heart rate. My favorite classes are Zumba® and kick-boxing. I absolutely love the sauna, as it is a critical part of my fitness regimen.

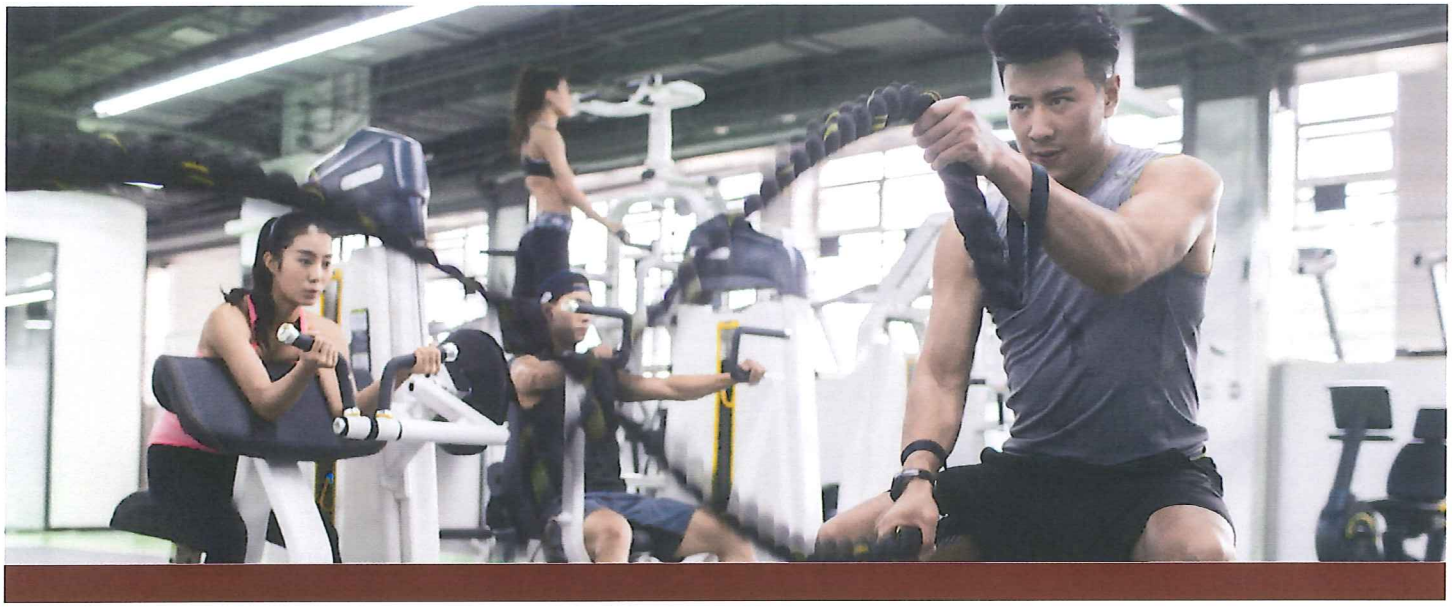
*– Prime member*

## What is Prime?

Prime is an innovative fitness program from Tivity Health™ designed for health plan and employer members. Prime gives you an additional avenue to connect with the young- to middle-adult demographic. The average age of Prime members is 43, with more than half of our membership being over the age of 40. Offering Prime at your location opens the door to new members and helps keep them coming back.

## What are the benefits of offering Prime?

- Attracting new members from among the 40 million who are eligible
- Ongoing program management assistance with free customized reports detailing member activity
- National and regional marketing support including being listed in marketing mailers and on our website
- Additional revenue sources – upsell opportunities; personal training; premium amenities
- Dedicated Tivity Health support team; member incentives and ongoing engagement and retention initiatives
- Zero cost to join the program and acquire new members
- Easy access to funds through EFT and/or virtual card
- Satisfied members – Net Promoter Score® of 73, compared to industry benchmark of 45



## How does the program work?

### Utilization Reporting

#### Within your current systems

- Use your existing computerized member tracking system for recording program members' visits each month.
- Track program member visits as you currently track standard member visits.
- Submit visits and receive payment reimbursement.

**Together** we can continue to achieve our mission to improve the health and well-being of members.

**Ready to get results?** Visit us at tivityhealth.com.

tivity HEALTH prime

# Prime client list and contact information

*December 2017*

Following is a client list including websites and customer service phone numbers to help you assist **Prime® Fitness** members who have questions about their Prime benefit. Please feel free to share this information with Prime members.

| Client | Tivity Health™ product name | Website | Member customer service | Member/ Location information |
|---|---|---|---|---|
| **Blue Cross Blue Shield Association (Blue 365)*** | Fitness Your Way™ by Tivity Health | **Members:** fitnessyourway.tivityhealth.com **New members:** blue365deals.com/daily_deals56509 | **CareNet:** 888-242-2060 | • Eligible members, their spouses and dependents 18+ • Nationwide |
| **BCBS Illinois, Montana, New Mexico, Oklahoma, Texas (HCSC)*** | Fitness Program (Well onTarget) | bcbsil.com, bcbsmt.com, bcbsnm.com, bcbsok.com, bcbstx.com | **CareNet:** 888-762-2583 (BLUE) | • Eligible members, their spouses and dependents 18+ • Nationwide |
| **BlueCross BlueShield of Tennessee (BCBST)*** | FitnessBlue℠ | fitnessblue.tivityhealth.com | **CareNet:** 855-515-1332 | • Eligible members, their spouses and dependents 18+ • Nationwide but majority in TN |
| **Federal Employees Program (FEP)*** | Fitness Your Way™ by Tivity Health | fepblue.org | CareNet: 888-242-2060 | • Eligible members, their spouses and dependents 18+ • Nationwide |
| **Eli Lilly** | Fit for Life | primemember.com | **Tivity Health:** 866-336-0498 | • Employees, spouses and dependents over 18 to 25 regardless of health plan coverage. Retirees eligible for Prime only if they participate in the Lilly health plan. • Main offices IN; employees nationwide |
| **Highmark** | Prime | primemember.com | **Tivity Health:** 877-238-6240 **Highmark HR:** 800-650-8442 | • Employees outside of main offices in PA/WV and DE. Individuals working out of branch sites are considered remote employees. |
| **Novitas/ FCSO/ Guide Well** | Prime | primemember.com | 877-238-6240 | • Employees of Novitas, GuideWell Source, and First Coast Service Options (FCSCO) • Nationwide |

** These are member-pay*

*(continued)*

## Prime client list and contact information (cont.) *December 2017*

| Client | Tivity Health™ product name | Website | Member customer service | Member/ Location information |
|---|---|---|---|---|
| **Highmark** | Prime | primemember.com | **Tivity Health:** 877-238-6240 **Highmark HR:** 800-650-8442 | • Employees outside of main offices in PA/WV and DE. Individuals working out of branch sites are considered remote employees. |
| **Novitas/ FCSO/ Guide Well** | Prime | primemember.com | 877-238-6240 | • Employees of Novitas and First Coast Service Options (FCSCO)<br>• FL, MD, NJ, PA, TX, WI |
| **Presbyterian Health** | Prime | primemember.com | **Presbyterian:** 877-356-2219 | • Employer groups covered under Presbyterian |
| **Royal Bank of Canada** | Prime | primemember.com | **Tivity Health:** 877-238-6240 | • Approximately 7,800 lives, only employees of the U.S. are eligible.<br>• 1/3 of population in NY; 1/3 in MN; 1/3 national |
| **Sharecare (legacy Healthways employees)** | Prime | primemember.com | 877-252-8410 | • Not all Sharecare employees are eligible. Benefit is limited to legacy **Healthways employees who transitioned to Sharecare,** and their spouses and dependents 18+. |
| **Sheriff's Employees' Benefit Association** | **Prime** | primemember.com | 909-885-6074 | • Law enforcement employees of San Bernardino County |
| **Tivity Health (formerly Healthways)** | BeWell | primemember.com | **Tivity Health:** 866-238-6240 | • Employees, spouses/domestic partners and dependents 18+<br>• Nationwide (no retirees) |
| **Wellcare GA Prime** | Prime | wellcare.com/en/Georgia | **Tivity Health:** 866-556-1236 **WellCare:** 866-231-1821 | • Employees, spouses/domestic partners and dependents 18+<br>• This Prime fitness benefit is only available in GA (through WellCare) |

*(continued)*

## Prime client list and contact information (cont.) *December 2017*

| Call centers | Clients | Hours of operation |
|---|---|---|
| **Sharecare WBIC** | Sharecare, Anthem/WellPoint | 6 a.m. – 9 p.m. Monday – Friday (7 a.m. – 10 p.m. Daylight Savings Time); 6 a.m. – 6 p.m. Saturday |
| **Tivity Health Call Center** | SilverSneakers® clients with Prime; Lilly, Novitas and Royal Bank of Canada | 8 a.m. to 8 p.m. Monday – Friday ET |
| **CareNet** | Blue 365, HCSC | 8 a.m. – 8 p.m. Monday – Friday ET |

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# WholeHealth Living Choices™

## Integrative Health – Providers, Practitioners and Services

### Market Opportunity

Americans are **spending billions** of dollars in out-of-pocket costs on Complementary and Alternative Medicine (CAM) therapies. Improve member satisfaction by partnering with Tivity Health™ to provide access to the **right** practitioners, at a **fraction** of the cost for your members.

**$30 Billion**
Amount spent out-of-pocket on CAM therapies[1]

**59 Million**
Americans who use CAM care or treatment[1]

**57%**
Americans likely to visit a Chiropractor if they have back or neck pain[2]

### Customized Discount Network

**WholeHealth Living *Choices*** provides your members with access to practitioner and lifestyle products and resources. The new ***Choices'*** online portal is easily accessible, connecting members to a discounted network of vetted, alternative medicine practitioners, lifestyle products and other resources. **No pre-authorizations needed, no claims to file** – participants simply show their ID cards to receive discounts from each provider. Plus, our portal offers discounts to healthy products to fit every lifestyle!

**35K+ Providers**
ranging from Chiropractic to Physical and Occupational Therapy, Acupuncture and more.

**10-40%-off**
local and national discounts including Jenny Craig® weight loss system, Gaiam yoga and fitness equipment, POLAR® watches and heart-rate monitors.

jenny CRAIG Beltone POLAR. INFOARMOR.

### Turnkey Solution

**WholeHealth Living *Choices*** is a ready-to-use market differentiator that increases engagement. It's also an easily accessible solution for both members and employer groups.

Learn more about delivering **WholeHealth Living *Choices*** to your members. **Visit tivityhealth.com.**

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1. Nahin, Richard L., Ph.D, MPH., National Institutes of Health; Barnes, Patricia M., M.A., National Center for Health Statistics; Stussman, Barbara J., B.A., National Institutes of Health; (2016) "Expenditures on Complementary Health Approaches: United States, 2012," National Health Statistics Reports, (95; June 22, 2016). U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, National Center for Health Statistics. https://www.cdc.gov/nchs/data/nhsr/nhsr095.pdf 2. Americans' Perceptions of Chiropractic, Gallup-Palmer College of Chiropractic Inaugural Report, Gallup Inc, June, 2015.

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