



CONTRACT APPROVAL ROUTING SLIP

Department: Human Resources

City Staff: Briza Morales, Gabrielle Ressa

Contractor/Consultant Information:

Contract with: American Specialty Health Fitness, Inc.

Name of Signer: George Devries

Email: ashfinalcontract@ashn.com

Name of Signer: _____

Email: _____

Name of Signer: _____

Email: _____

Contract Details

Contract Type: ☒ Original ☐ Amendment ☐ Renewal ☐ Change Order ☐ Grant
☐ Other _____

Total Contract Amount: Per member per month fees (<\$75K)

Amendment/Change Amount: _____

Budgeted: ☒ Yes ☐ No

Line Item Account Number: 60113211-52301

City Council Agenda Date: _____

Staff Report No.: _____

Contract Start Date: 1/1/25

Contract End Date: _____

Have services started? ☐ Yes ☒ No

If yes, when did services begin: _____

Bidding Process: ☐ RFI ☐ RFP ☐ Bids (Public) ☐ Renewal (Amendments Only)

Contract Description/Notes: Fitness membership program

Required Documents (must be included when applicable)

Is W9 on file (MUNIS)? ☒ Yes; Vendor No: _____ ☐ No; W9 attached

Insurance Required?

☒ Yes

☐ No

Insurance Waiver/Modification?

☐ Yes

☐ No

Bonds Required?

☐ Yes

☐ No

Verification of Authority to Sign?

☒ Yes

☐ No

Verification of Corporate Entity?

☒ Yes

☐ No

Business License Required?

☐ Yes

☐ No

If yes, number: _____

Is this a Sole Source Agreement? If yes, must attach justification.

☐ Yes

☒ No

Notary for Management Services Signature Authority?

☐ Yes

☒ No

If yes, which signatures?

☐ City Manager

☐ City Attorney

☐ City Council

Department, Legal, Risk Management, and Purchasing Review (please initial):

Department Manager

^{DS}
WHRD

Department Head

^{DS}
BC

City Clerk's Office

^{DS}
BM

Risk Manager

^{DS}
kl

Purchasing

If City Council approval is required, Clerk's Office must initial after City Attorney signature.

City Clerk's Office

STATEMENT OF WORK NO. 1

Active&Fit Enterprise^{®1} Program

This Statement of Work (“SOW”) is governed under the terms and conditions of the Master Services Agreement between City of Manhattan Beach (“CMB”) and American Specialty Health Fitness, Inc. (“ASH Fitness”) (the “Agreement”) and is effective as of January 1, 2025. This SOW will be construed consistently with the Agreement to the extent feasible. If there is a conflict between a provision in this SOW and a provision contained anywhere else in the Agreement, the provision in this SOW will govern for purposes of this SOW.

RECITALS

WHEREAS, ASH Fitness has developed a wellness program called Active&Fit Enterprise whereby eligible CMB employees are provided with a three-pronged approach focusing on; (1) Fitness Location membership program (2) Digital Fitness Program with home fitness tools, and (3) healthy living program (hereinafter referred to as “Active&Fit Enterprise”).

WHEREAS, CMB wishes to arrange for the Active&Fit Enterprise program to be provided to eligible employees covered under certain CMB commercial benefits plans.

AGREEMENT

NOW, THEREFORE, in consideration of CMB’s monthly payment of fees to ASH Fitness, ASH Fitness agrees to provide Active&Fit Enterprise Services, subject to all the terms and conditions of this Statement of Work (“SOW”), as follows:

1 DEFINITIONS

Whenever used in this SOW, the following terms shall have the following definitions:

- 1.01 **Active&Fit Enterprise Home Fitness Program** is an option offered to Enrolled Members whereby ASH Fitness provides Enrolled Member with Home Fitness kit(s) which include materials and instructions for Enrolled Member to use at their own convenience.
- 1.02 **Active&Fit Enterprise Services** means those services, as described further in this SOW, inclusive of any and all attachments and exhibits attached hereto.
- 1.03 **Benefit Year** means the twelve (12) month period that an Eligible Member is eligible for Active&Fit Enterprise as communicated to ASH Fitness by CMB.
- 1.04 **Eligible Member(s)** are CMB employees entitled to receive Active&Fit Enterprise Services under the CMB commercial benefit plan as specified in Attachment 1 of this SOW.

¹ Active&Fit Enterprise[®] is a registered trademarks of American Specialty Health Incorporated. All rights are hereby reserved.

- 1.05 **Enrolled Member(s)** means/mean person(s) who are Eligible Members that have enrolled with ASH Fitness for participation with an Active&Fit Enterprise Fitness Location.
- 1.06 **Program Fee(s)** mean any applicable fees above the member fee which allows the Eligible Member to elect access to a Fitness Location in the premium Active&Fit Enterprise network.
- 1.07 **Premium Fitness Network** means higher priced Fitness Locations and Fitness Instructors which require the members to pay a monthly Program Fee for access to the Fitness Location. Program Fees paid by the member are considered a Member Cost as set forth in Section 4.02 of this SOW.
- 1.08 **Registered Members** means those Eligible Members who set up an account on the Active&Fit Enterprise web site to access features of the Active&Fit Enterprise program.
- 1.09 **Standard Fitness Network** means Fitness Locations and Fitness Instructors in the Active&Fit Enterprise network which do not require an additional fee paid by the member above any applicable Member Fee for access to the Standard Fitness Center network.
- 1.10 **Service Area** is the State of California. ASH Fitness shall allow Eligible Members to join any Fitness Location within the CMB Service Area or outside of the CMB Service Area where available.

2 OBLIGATIONS AND RESPONSIBILITIES OF ASH FITNESS

- 2.01 **Affiliates.** ASH Fitness may arrange for any of its Affiliates to assist ASH Fitness with the fulfillment of its obligations under this Agreement and with the development, maintenance and management of Active&Fit Enterprise. For the purposes of this Agreement, ASH Fitness' shall arrange for its Affiliate, American Specialty Health Digital, Inc. to administer the Telephonic Health Coaching Program.
- 2.02 **Active&Fit Enterprise Program Services.** ASH Fitness will provide the Active&Fit Enterprise Program Services identified in Attachment 2 of this SOW. Features of Active&Fit Enterprise Services may be added or removed from time to time without the need for an amendment to this SOW unless the rates set forth in Attachment 3 are impacted.
- 2.03 **Fitness Location Network.** ASH Fitness shall take all reasonable steps to provide a sufficient number of Fitness Locations throughout the CMB Service Area to arrange for Active&Fit Enterprise Services and meet the needs of Eligible Members. ASH Fitness shall provide CMB with an electronic file of all Fitness Locations within CMB's Service Area annually and shall provide Eligible Members with access to the Active&Fit Enterprise web site for a listing of all Fitness Locations. ASH Fitness shall allow Eligible Members to join any available Fitness Location regardless of the member's primary residence.

- 2.04 **Eligibility.** ASH Fitness shall verify eligibility when Eligible Members begin accessing Active&Fit Enterprise Services and periodically as needed to support the administration of Active&Fit Enterprise Services. Such verification shall be based on information provided by CMB in accordance with Section 3.02.
- 2.05 **Enrollment.** ASH Fitness shall maintain an enrollment system whereby Eligible Members shall have access via a toll-free telephone number and the Active&Fit Enterprise web site to search for participating Fitness Locations and Fitness Instructors in their area. Eligible Members may go directly to a participating Fitness Location or a Fitness Instructor's group exercise class and execute a membership agreement at no cost to the Eligible Member. The Eligible Member's enrollment date will be the day the member enrolls on the website or via phone, or if the member goes directly to the Fitness Location, the enrollment date will be the day of the month in which they first visit a Fitness Location or Fitness Instructor's group exercise class.
- 2.06 **Materials.** ASH Fitness will make available to CMB a selection of co-branded pieces at no charge from its available library of marketing and promotional materials to promote the Active&Fit Enterprise Program to CMB's Eligible Members. CMB may submit an RFP to ASH Marketing for developing and customizing member materials outside of ASH Fitness' standard templates defined in Attachment 4 of this SOW. These would require an additional cost at a rate of \$125.00 per hour. ASH Fitness shall retain ownership of any of its pre-existing materials or any future materials developed for general use by CMB relating to the Active&Fit Enterprise program.
- Upon the request of CMB, ASH Fitness shall make available in Spanish materials that are core to the delivery of the Active&Fit Enterprise program. Spanish materials will automatically be sent to members where CMB has indicated on its eligibility file that the member's language preference is Spanish. Where there is no such indicator from CMB, ASH Fitness will send materials in Spanish upon the request of the Enrolled Member.
- 2.07 **Active&Fit Enterprise Website.** ASH Fitness shall provide Eligible Members with access to a Active&Fit Enterprise web site for access to the Fitness Location and Fitness Instructor search, enrollment functions, education content, and other features. This site may be linked to CMB's website and co-branded with CMB's logo as mutually agreed to by the Parties in writing. The web site is not designed or intended for use by minors under the age of thirteen (13) and minors under the age of thirteen (13) are not permitted to register for an account on the web site. Please see the Active&Fit Enterprise Website online terms and conditions for more information.
- 2.08 **Reporting.** ASH Fitness shall provide CMB with the aggregated reports as set forth in Attachment 2 of this SOW. Additional reports as mutually agreed to by the Parties, as well as removal or changes to any existing report listed in Attachment 2 may occur without the need for an amendment to this SOW.

- 2.09 **Testimonial Outreach.** ASH Fitness reserves the right to outreach to Registered Members and Enrolled Members to receive and use testimonial information regarding the Enrolled Members' participation in the Active&Fit Enterprise program.

3 OBLIGATIONS AND RESPONSIBILITIES OF CMB

- 3.01 **Marketing.** CMB shall promote the availability of Active&Fit Enterprise to Eligible Members who meet CMB's eligibility requirements for participation in Active&Fit Enterprise.
- 3.02 **Eligibility Information.** CMB shall be responsible for identifying Eligible Members. CMB shall provide ASH Fitness with an electronic file containing all required data elements, in a mutually agreed upon format and frequency, preferably once per week but no less than once per month by the tenth (10th) day of each month. Such files shall contain Eligible Member additions, changes and terminations processed since the submission of the previous file.
- 3.03 **Required Regulatory Filings and Approvals.** CMB shall be responsible for any regulatory filings and approvals needed for services and materials provided pursuant to this Agreement. ASH Fitness shall provide information as requested by CMB in order to obtain any required regulatory approvals for filings to be submitted by CMB.
- 3.04 **Materials.** CMB shall send all pre-enrollment materials to Members as specified in Attachment 4 but may not send the pre-enrollment materials sooner than sixty (60) days prior to the first day of each benefit year, unless otherwise agreed upon by the Parties. Should CMB develop materials which refer to the Active&Fit Enterprise program, these materials shall be submitted to ASH Fitness for review and approval prior to any regulatory filing, distribution or use.
- 3.05 **Administration and Provision of Data.** CMB shall perform any applicable administrative functions, accounting, enrollment, eligibility verification and other functions necessary to carry out its obligations under this Agreement.
- 3.06 **Notices to Eligible Members and Enrolled Members.** In the event of the termination of this Agreement, CMB shall promptly notify all Eligible Members and Enrolled Members of the termination of this Agreement. ASH Fitness shall have no responsibility to an Eligible Member or Enrolled Member after such termination in the event CMB fails to provide notices as required by this section.

- 3.07 **Notice of New Service Areas and New Plan Offerings.** CMB shall provide ASH Fitness with one hundred and twenty (120) days prior written notice of expanding into a new service area or before adding Active&Fit Enterprise to any new plan offerings not currently under this Agreement. If notice is for a New Service Area, ASH Fitness shall then be responsible for using its best efforts to provide Fitness Locations and Fitness Instructors in a new CMB Service Area as specified further in Section 2.03. However, in counties with less than forty (40) Eligible Members, ASH Fitness will not be obligated to provide a Fitness Location or Fitness Instructor. For the purposes of this Agreement, new plan offerings shall mean any product outside the commercial group plans supported by this Agreement.

4 FEES

- 4.01 **Fees.** In consideration of ASH Fitness providing or arranging to provide the Active&Fit Enterprise Services, CMB shall pay ASH Fitness the fees as set forth in Attachment 3 of this SOW for each Eligible Member through the last day of the month in which the Eligible Member is reported by CMB as being eligible for Active&Fit Enterprise in accordance with section 3.02. All retroactive changes shall be limited to ninety (90) days from the date the Eligible Member's eligibility changes.
- 4.02 **Payment for Member Incurred Costs.** Enrolled Members may have the option to upgrade their membership or purchase additional services from a Fitness Location. Upgraded memberships and the purchase of additional services are not covered under the Active&Fit Enterprise program and will be the responsibility of the member ("Member Cost"). Where Enrolled Members choose to upgrade their membership or purchase additional services, Enrolled Members will have a direct contract with the Fitness Location and be responsible to pay the Fitness Location directly for any upgrades in their memberships and for any additional services not covered under the basic membership offered to Enrolled Members. Enrolled Members shall be advised in advance of their purchase of, or enrollment in, any additional services or products which incur additional costs. Fitness Locations shall collect payment for Member Costs directly from Enrolled Members. Payment by Enrolled Members to ASH Fitness for enrollment into a Premium Fitness Location is a member buy-up and therefore considered a Member Cost.

5 APPEALS AND GRIEVANCES

- 5.01 **Appeals and Grievances.** In accordance with processes mutually agreed upon by CMB and ASH Fitness, ASH Fitness shall assist CMB with any appeal or grievance an Eligible Member, Registered Member and Enrolled Member has with ASH Fitness, a Fitness Location or a Fitness Instructor, arising under the terms of this SOW, which is presented to CMB for resolution. CMB shall notify ASH Fitness of any grievance no later than five (5) business days after CMB becomes aware of such appeal or grievance. ASH Fitness and CMB shall coordinate the investigation of the appeal or grievance. ASH Fitness shall supply CMB with its recommended determination and any supporting documentation regarding the appeal or grievance within five (5) business days of the receipt of the appeal or grievance by ASH Fitness.

6 TERM AND TERMINATION

6.01 **Term.** The term of this Agreement shall commence on January 1, 2025, and end on December 31, 2025.

6.02 **Automatic Termination upon Revocation of License or Certificate.** This SOW shall automatically terminate upon the revocation, suspension or restriction of any license, certificate, accreditation or other authority required to be maintained by CMB in order for the provision of Services to be offered to Eligible Members under this Agreement or upon CMB's failure to obtain such license, certificate, accreditation or authority.

7 CMB SUBCONTRACTOR REPRESENTATIONS AND WARRANTIES; DIRECTIVE.

7.01 **CMB Subcontractor Representations and Warranties; Directive.** For any third party CMB directs ASH Fitness to work directly with instead of CMB, such entity will be considered a CMB Subcontractor as defined in the Agreement. Where CMB directs ASH Fitness to work directly with a CMB Subcontractor, CMB represents and warrants that CMB has the appropriate written agreements in place with the CMB Subcontractor including, but not limited to, a Business Associate Agreement, as per Agreement Section 5.a.ii. Such direction may include, but not be limited to, ASH Fitness receiving from and/or disclosing data, which could include Protected Health Information (as defined in the Business Associate Agreement between the Parties), personal information, and/or ASH Confidential Information (as defined in Section 9 of the Agreement). The details and obligations related to any such directive are set forth in Attachment 5 hereto.

The Parties, through their duly authorized representatives, are signing this Agreement on the date stated in the introductory clause.

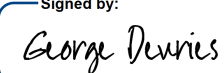
City:

City of Manhattan Beach,
a California Municipal Corporation

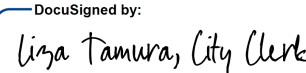
ASH Fitness:

American Specialty Health Fitness, Inc.,
a Delaware Corporation

By: 
Signed by: Talyn Mirzakhanian, City Manager
E8FEFD107389443...
Name: Talyn Mirzakhanian
Title: City Manager
Date: 12/30/2024

By: 
Signed by: George Devries
D365F8695E6F40F...
Name: George Devries
Title: Chairman, CEO & President
Date: 12/20/2024

ATTEST:

By: 
DocuSigned by: Liza Tamura, City Clerk
075D2FF89D8446B...
Name: Liza Tamura
Title: City Clerk
Date: 12/30/2024

APPROVED AS TO FORM:

By: 
DocuSigned by: Quinn M. Barrow, City Attorney
C24C6E263545445...
Name: Quinn M. Barrow
Title: City Attorney
Date: 12/30/2024

APPROVED AS TO FISCAL IMPACT:

By: 
DocuSigned by: Onyx Jones, Interim Finance Director
2E7A73EAE077469...
Name: Onyx Jones
Title: Interim Finance Director
Date: 12/20/2024

APPROVED AS TO CONTENT:

By: 
DocuSigned by: Lisa Jenkins
B419076654F642A...
Name: Lisa Jenkins
Title: Human Resources Director
Date: 12/20/2024

**STATEMENT OF WORK NO. 1
ATTACHMENT 1**

ACTIVE&FIT ENTERPRISE PROGRAM FEATURES AND SERVICES

The following is provided as part of the Active&Fit Enterprise Program:

- Active&Fit Enterprise Fitness Location Network. Access to the Active&Fit Enterprise Network may include but is not limited to:
 - Access to the Active&Fit Enterprise Standard network
 - Access to the Active&Fit Enterprise Premium network, as applicable
- Fitness Instructor Network (“ActiveOptions Network”). Access to Fitness Instructors in our ActiveOptions Network for group exercise classes available to Enrolled Members. Fitness Instructors shall offer at least two (2) classes per week at locations which are not in a traditional Fitness Location setting (e.g. community centers, recreation centers, senior centers, assisted living centers, churches and parks).
- Member Surveys. ASH Fitness will send the following surveys to members:
 - Outcomes Surveys – to be provided annually
 - Satisfaction Surveys – to be provided annually
 - Coaching Surveys – to be provided quarterly where CMB has selected coaching.
- Active&Fit Enterprise Home Fitness Kits. Registered Members and Enrolled Members can select one (1) home fitness kit each year.
- Workout Plans. Registered Members will have access to an online feature that helps guide them with beginning a fitness program or with moving from one level of fitness activity to the next level. Registered Members will be provided a customized program for their preferred exercise, including instructions on getting started and online workout videos.
- Active&Fit Enterprise Digital Fitness Program. Registered Members and Enrolled Members have access to a library of digital workout videos and individual exercise videos available through Active&Fit Enterprise.
- Quarterly Newsletter. Access to a quarterly newsletter through the Active&Fit Enterprise web site containing fitness and general wellness education content.

- Active&Fit Enterprise Connected!™. Access to Active&Fit Enterprise Connected!™, a mechanism for Registered and Enrolled Members to aggregate sources of fitness data for tracking purposes through the Active&Fit Enterprise website. The following data can be tracked:
 - Fitness Location Visit Tracking; and
 - Wearable Devices and Application Tracking.

Registered and Enrolled Members may view their activity data on the website by granting permission to the device or application manufacturer to share with ASH Fitness the data collected. To access, Registered Members and Enrolled Members must use approved wearable devices and agree to the online terms and conditions through the Active&Fit Enterprise Website. ASH FITNESS MAKES THIS FEATURE AVAILABLE ON AN AUXILIARY BASIS OUTSIDE THE CORE PROGRAM. USE OF THIS FEATURE IS NOT REQUIRED FOR ACCESS TO THE ACTIVE&FIT ENTERPRISE PROGRAM, INCLUDING ENROLLMENT, FITNESS CENTER SEARCH, AND ANY OTHER CORE COMPONENT OF THE PROGRAM AND AS SUCH IS NOT INTENDED BY THE PARTIES TO BE SUBJECT TO THE SAME ACCESS STANDARDS AS CORE FEATURES.

- Active&Fit Enterprise ASHSync™ Mobile App. Access to an ASH proprietary mobile application for Apple devices only for the purpose of syncing Apple device activity. ASHSync™ Mobile App augments existing website and call center access to the Active&Fit Enterprise program. ASH FITNESS MAKES THIS FEATURE AVAILABLE ON AN AUXILIARY BASIS OUTSIDE THE CORE PROGRAM. USE OF THIS FEATURE IS NOT REQUIRED FOR ACCESS TO THE ACTIVE&FIT ENTERPRISE PROGRAM, INCLUDING ENROLLMENT, FITNESS CENTER SEARCH, AND ANY OTHER CORE COMPONENT OF THE PROGRAM AND AS SUCH IS NOT INTENDED BY THE PARTIES TO BE SUBJECT TO THE SAME ACCESS STANDARDS AS CORE FEATURES.
- Active&Fit Enterprise Well-Being Coaching. Access to telephonic coaching assist with weight management, stress management, sleep hygiene, nutrition, fitness, and other topics with the help of trained health coaches. ASH FITNESS MAKES THIS FEATURE AVAILABLE ON AN AUXILIARY BASIS OUTSIDE THE CORE PROGRAM. USE OF THIS FEATURE IS NOT REQUIRED FOR ACCESS TO THE ACTIVE&FIT ENTERPRISE PROGRAM, INCLUDING ENROLLMENT, FITNESS CENTER SEARCH, AND ANY OTHER CORE COMPONENT OF THE PROGRAM AND AS SUCH IS NOT INTENDED BY THE PARTIES TO BE SUBJECT TO THE SAME ACCESS STANDARDS AS CORE FEATURES.

**STATEMENT OF WORK NO. 1
ATTACHMENT 2**

ACTIVE&FIT ENTERPRISE REPORTS

ASH Fitness will provide the following reports to CMB:

- **Quarterly Active&Fit Enterprise Performance Standards Report.** An Active&Fit Enterprise Performance Standards Report will be made available within sixty (60) days following the end of each quarter. The report will measure Active&Fit Enterprise aggregate performance on a number of metrics, including but not limited to, telephone responsiveness (Active&Fit Enterprise aggregate), telephone inquiry type, Fitness Location turnover, member participation rates, rewards fulfillment and processing and appeals and grievances (if applicable).
- **Monthly Fitness Utilization Report.** A monthly utilization report will be made available within forty-five (45) days following the month subject to the report. The report will track aggregate Enrolled Member utilization of the following: Fitness Location and Fitness Instructor, home fitness program, digital fitness videos, Connected! and Well-Being Coaching.
- **Annual Outcomes Survey Report.** An Active&Fit Enterprise outcomes survey report will be provided on an annual basis. The report will provide aggregate outcomes results which will be measured by self-reported medical care utilization, fitness measurements and frequency, life coping skills, quality of life and self-rated health.
- **Annual Satisfaction Survey Report.** An Active&Fit Enterprise satisfaction survey report will be provided on an annual basis. The report will provide Active&Fit Enterprise aggregate results of the annual member satisfaction survey.

**STATEMENT OF WORK NO. 1
ATTACHMENT 3**

ACTIVE&FIT ENTERPRISE COMPENSATION

ACTIVE&FIT ENTERPRISE PMPM FEE		
Standard Network – Multi Location Access Premium Network		
Estimated Membership	Annual Member Fee	Health Plan (PMPM Fee)
400	Standard Network Fitness Location – \$0 Home Fitness Kit – \$0	\$8.75

PER MEMBER PER MONTH (PMPM) Fees/Payments. CMB shall make payment to ASH Fitness in accordance with Section 4.01 of this SOW and the above fee schedule on or before the last day of each month based upon the number of Eligible Members reported on the eligibility file for each respective month. Such payment shall be accompanied by an electronic file containing Eligible Member specific accounting of payments by CMB including any retroactive payments or credits. CMB shall pay the greater of 1) the PMPM fees listed in the table above, or 2) \$3,500 per month, whichever amount is higher.

The PMPM fee listed in the above table is based on CMB offering Active&Fit Enterprise to its entire commercial population and the membership data provided by CMB for the purposes of pricing the Active&Fit Enterprise program. The fee above is based on both parties' assumption that 400 members will be eligible for the Active&Fit Enterprise program. Should the average number of Eligible Members differ from the assumed membership by 15% or more, the parties reserve the right to renegotiate the PMPM fees paid by CMB to ASH Fitness. Where the parties cannot agree on a new rate, this Agreement shall terminate with cause in accordance with Article 3(b) of the Agreement.

SELECT PREMIUM FITNESS LOCATION NETWORK. PMPM Rates listed above support the inclusion of the Premium Fitness Location Network contracted Fitness Locations requested by CMB to participate in the Active&Fit Enterprise standard network listed below. Premium Fitness Locations included in the PMPM fees above are limited to these listed Fitness Locations below.

FITNESS LOCATION
AFTERBURN FITNESS - SOUTH BAY 1133 Artesia Boulevard Manhattan Beach, CA 90266
CLUB PILATES - REDONDO BEACH 1914 E Pacific Coast Highway Suite 2C Redondo Beach, CA 90277

CUSTOMIZATION OPTIONS

Fees for Ad Hoc Services	\$125 per hour (Total projected costs based on the entire scope of the project will be provided to CMB prior to start of project.)
Printing or Shipping Costs (Beyond Standard Program)	130% of actual costs

ACTIVE&FIT ENTERPRISE STATEMENT OF WORK ATTACHMENT 4

ACTIVE&FIT ENTERPRISE MATERIALS²

Active&Fit Enterprise Collateral	Description	Responsible for Print Cost and Distribution	Subject to Client Revision/ Approval?	Co-Branding Available?	When Is Piece Sent?
Promotional Materials					
Well-Being Coaching Flier	A color flier providing an overview of Well-Being Coaching.	Client	Yes	Only upon request	At Client's discretion.
Home Fitness Kits Flier	A color flier providing an overview of Active&Fit Enterprise Home Fitness Kits.	Client	Yes	Yes	The flier can be sent by Client at Client's discretion. It is also available to be sent to members upon member request.
Prospective Member Flier	A color flier providing a high-level overview of the Active&Fit Enterprise program; used as a reference guide by sales reps and brokers, and for prospective members that are not enrolled with the health plan yet. Available to clients upon request.	Client	Yes	Yes	At Client's discretion.
Q&A Flier	A color flier providing answers to frequently asked questions from members.	Client	Yes	Yes	At Client's discretion, or for client's internal use.
Pre-enrollment Materials					
Fitness Center Listing (up to 10 closest fitness centers)*	A cover sheet and letter provided to members who contact Active&Fit Enterprise for a listing of the fitness centers in their area. Includes a listing of up to 10 closest Active&Fit Enterprise fitness centers.	Active&Fit Enterprise	Yes	Yes	The listing is sent upon member request.
Guest Pass Letter	A letter advising fitness center staff that the member is eligible for a guest pass to a participating Active&Fit Enterprise fitness center.	Active&Fit Enterprise	No	No	The letter can be printed or saved to mobile device. It can also be sent via mail upon member request.

² Materials in this exhibit are subject to change at the discretion of ASH Fitness. Updates to this exhibit will not require an amendment to the SOW.

Active&Fit Enterprise Collateral	Description	Responsible for Print Cost and Distribution	Subject to Client Revision/ Approval?	Co-Branding Available?	When Is Piece Sent?
Introduction Letter*	A letter, designed to accompany the program flier, advising members of the Active&Fit Enterprise program features and instructs members on how to participate.	Client	Yes	Yes	Client to advise ASH Fitness of their timing to send the letter.
Program Flier*	A color flier for members who contact Active&Fit Enterprise for a copy of their program description. The flier describes all features of the program and directs member to the website or call Customer Service to get started.	Client or Active&Fit Enterprise (upon member request)	Yes	Yes	Client to advise ASH Fitness of their timing to send the Flier. Active&Fit Enterprise will send the flier upon member request. The flier is also available online once it is approved and loaded.
Upon-enrollment Materials					
Fitness Center Welcome Letter with Active&Fit Enterprise card*	A letter for members who enroll via phone to pay their annual member fee or monthly member fees. Advises the member to bring the letter to the fitness center to verify eligibility. Includes the Active&Fit Enterprise card which has the member's fitness ID number, fitness center name, and other fitness center information.	Active&Fit Enterprise	Yes	Yes	The letter is mailed within 3 business days of member paying their fitness center annual member fee or monthly member fees and enrolling. The welcome letter can be printed from the Active&Fit Enterprise website immediately upon enrollment once the materials are approved and loaded.

Active&Fit Enterprise Collateral	Description	Responsible for Print Cost and Distribution	Subject to Client Revision/ Approval?	Co-Branding Available?	When Is Piece Sent?
Welcome Flier*	A color flier welcoming the member to the Active&Fit Enterprise program and providing program features information.	Active&Fit Enterprise	Yes	Yes	The flier is posted on the website. Members can view or print after choosing a program. Or it can be mailed upon member request.
Post-enrollment Educational Materials					
Newsletter	A quarterly online newsletter featuring educational information for Active&Fit Enterprise registered/enrolled members.	Active&Fit Enterprise	No	No	The quarterly newsletter is posted on the website for all eligible members registered on the site.
Outcomes Survey	Survey sent to assess health outcomes.	Active&Fit Enterprise	No	No	Initial member survey is sent in the 1 st /2 nd quarter. Annual member assessment is sent one year later.
Satisfaction Survey	Survey sent to assess member satisfaction with their fitness center and the program.	Active&Fit Enterprise	No	No	Sent in June/July.
Customer Service Letters					
Fitness Center Change Letter* with Active&Fit Enterprise card	A letter sent to members to acknowledge their decision to change to a new fitness center. The letter includes the Active&Fit Enterprise card with the new fitness center name and address and advises the member to bring it to the fitness center. <i>Note: this letter does not apply for clients with the Multi-Fitness Center option</i>	Active&Fit Enterprise	Yes	Yes	Within 3 business days of a member changing fitness center.

Active&Fit Enterprise Collateral	Description	Responsible for Print Cost and Distribution	Subject to Client Revision/ Approval?	Co-Branding Available?	When Is Piece Sent?
Fitness Center Move Letter*	A letter sent to members when their fitness center updates their contact information. The letter includes the fitness center's up-to-date address and phone number. This letter informs the member of their option to choose a different fitness center if they do not wish to continue their membership at that location.	Active&Fit Enterprise	Yes	Yes	When a fitness center notifies ASH of changes to their contact information.
Fitness Center Term Letter*	A letter sent to members 30 days in advance (if possible) to notify them that their fitness center is terminating from the network. Instructs them to go online or call Active&Fit Enterprise choose a new fitness center. Includes a listing of up to 10 closest fitness centers.	Active&Fit Enterprise	Yes	Yes	30 days in advance (if possible) of a fitness center termination.
Fee Renewal Letter*	A letter sent to all members enrolled in a Premium Fitness Center, prompting them to pay their monthly member fees to Active&Fit Enterprise again in their new benefit year. <i>Note: This letter does not apply to clients with no Premium Network.</i>	Active&Fit Enterprise	Yes	Yes	Within 30 days prior to the member's program renewal date.
Fitness Center Fee Change Letter	A letter sent to members to notify them of a change to a fitness center's fees. <i>Note: Only applicable to plans which offer the Premium network.</i>	Active&Fit Enterprise	Yes	Yes	At least 30 days in advance of a monthly fee change.
Standard to Premium Change Letter	A letter sent to members to notify them that a Standard location they are enrolled into is switching to the Premium network. The letter includes the date of change, the new monthly rate, and the member's options. <i>Note: Only applicable to plans which offer the Premium network. If a client does not offer the Premium Network and a Standard location switches to Premium, their members will receive a Fitness Center Termination Letter.</i>	Active&Fit Enterprise	Yes	Yes	At least 60 days in advance of network change.

*Available in Threshold Languages

**ACTIVE&FIT ENTERPRISE STATEMENT OF WORK
ATTACHMENT 5**

ACTIVE&FIT ENTERPRISE THIRD PARTY INFORMATION SHARING

Pursuant to Section 7.01 of this SOW, where CMB has instructed ASH Fitness to work directly with a CMB Subcontractor, the following terms apply:

- (1) A CMB Subcontractor has no authority to impose any obligations or requirements on ASH Fitness that are not contained in this SOW.
- (2) Should a dispute occur between a CMB Subcontractor and ASH Fitness, ASH Fitness may engage CMB for assistance with resolution of the dispute and CMB will provide all necessary assistance to resolve the dispute in a manner that is acceptable to ASH Fitness and CMB.
- (3) Should CMB terminate any delegated activity with CMB Subcontractor, CMB shall notify ASH Fitness immediately. CMB shall hold ASH Fitness harmless for its failure to comply with this section including, but not limited to, any actual or suspected unauthorized disclosure that may result from this CMB's non-compliance with this section.
- (4) CMB shall inform ASH Fitness in writing of the addition of a new CMB Subcontractor without having to amend this SOW. CMB shall inform ASH Fitness of the new CMB Subcontractor at least sixty (60) days before ASH Fitness is to begin working with the new CMB Subcontractor.

Certificate Of Completion

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Source Envelope:
Document Pages: 18
Certificate Pages: 7
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
City of Manhattan Beach - Human Resources
1400 Highland Ave
Manhattan Beach, CA 90266
hrjobrequest@manhattanbeach.gov
IP Address: 47.176.8.47

Record Tracking

Status: Original
12/19/2024 2:18:07 PM
Holder: City of Manhattan Beach - Human Resources
hrjobrequest@manhattanbeach.gov

Location: DocuSign

Signer Events

Breana Contreras
contracts@manhattanbeach.gov
City of Manhattan Beach
Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Pre-selected Style
Using IP Address: 47.176.8.47

Timestamp

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Viewed: 12/20/2024 8:30:09 AM
Signed: 12/20/2024 8:33:29 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Briza Morales
bmorales@manhattanbeach.gov
Risk Manager
City of Manhattan Beach
Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
Using IP Address: 108.147.175.86
Signed using mobile

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Viewed: 12/20/2024 8:11:23 AM
Signed: 12/20/2024 8:14:01 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

George Devries
ashfinalcontract@ashn.com
Chairman, President and CEO
American Specialty Health
Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
Using IP Address: 163.116.157.122

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Electronic Record and Signature Disclosure:
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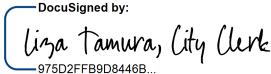
Kameron Allen
purchasing@manhattanbeach.gov
City of Manhattan Beach
Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
Using IP Address: 47.176.8.47

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Signed: 12/20/2024 9:28:47 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
Lisa Jenkins, Human Resources Director ljenkins@manhattanbeach.gov Human Resources Director City of Manhattan Beach Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Uploaded Signature Image Using IP Address: 47.176.8.47	Sent: 12/19/2024 2:33:10 PM Resent: 12/20/2024 1:10:48 PM Viewed: 12/20/2024 1:11:20 PM Signed: 12/20/2024 1:11:28 PM
Lisa Jenkins, Human Resources Director ljenkins@manhattanbeach.gov Human Resources Director City of Manhattan Beach Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Uploaded Signature Image Using IP Address: 47.176.8.47	Sent: 12/20/2024 1:11:31 PM Viewed: 12/20/2024 1:21:38 PM Signed: 12/20/2024 1:21:44 PM
Onyx Jones, Interim Finance Director ojones@manhattanbeach.gov Interim Finance Director City of Manhattan Beach Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 104.172.233.170	Sent: 12/20/2024 1:21:47 PM Viewed: 12/20/2024 1:59:06 PM Signed: 12/20/2024 1:59:13 PM
Quinn M. Barrow, City Attorney qbarrow@manhattanbeach.gov City Attorney City of Manhattan Beach Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 104.28.85.108	Sent: 12/20/2024 1:49:29 PM Resent: 12/30/2024 7:48:16 AM Viewed: 12/30/2024 8:42:31 AM Signed: 12/30/2024 8:44:03 AM
Talyn Mirzakhanian, City Manager tmirzakhanian@manhattanbeach.gov Acting City Manager City of Manhattan Beach Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 47.176.8.47	Sent: 12/30/2024 8:44:06 AM Viewed: 12/30/2024 10:25:47 AM Signed: 12/30/2024 10:25:56 AM
Liza Tamura, City Clerk ltamura@manhattanbeach.gov City Clerk City of Manhattan Beach Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 47.176.8.47	Sent: 12/30/2024 10:25:58 AM Viewed: 12/30/2024 10:52:29 AM Signed: 12/30/2024 10:52:51 AM
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Alicia Palmere AliciaP@ashn.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/30/2024 10:52:54 AM
Contracts - Copy of Agreement contracts@manhattanbeach.gov City of Manhattan Beach Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/30/2024 10:52:54 AM
Copy of Contract ASHFinalContract@ashn.com Chairman, President and CEO American Specialty Health Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 12/20/2024 1:05:21 PM ID: 6896df02-941d-404c-bdec-1f70a657c494	COPIED	Sent: 12/30/2024 10:52:54 AM Viewed: 12/30/2024 11:06:53 AM
Gabrielle Ressa gressa@manhattanbeach.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/30/2024 10:52:54 AM
Matthew Vock MatthewV@ashn.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/30/2024 10:52:54 AM
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Notary Events	Signature	Timestamp
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Signing Complete	Security Checked	12/30/2024 10:52:51 AM
Completed	Security Checked	12/30/2024 10:52:54 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		