

DATE:

August 8, 2024

AGENDA ITEM (ACTION ITEM):

Consider/Approve Agreement with Tivity Health to compensate KCSD for the “SilverSneakers” Fitness Program participants that use the Aquatics Center. The agreement term will run from September 9, 2024 to December 31, 2027.

APPLICABLE BOARD POLICY:

01.1 Legal Status

HISTORY/BACKGROUND:

The KCSD Aquatics Center will be working with the “SilverSneakers” Fitness Program to offer seasonal open pool, lap swim, and water aerobics for its members. Tivity Health recognizes this fitness program and will compensate KCSD for its members visits. The Aquatics Director will coordinate dates, times, and billing.

FISCAL/BUDGETARY IMPACT:

Tivity Health will pay \$3.00 per member visit up to \$24.00 a month

RECOMMENDATION:

Approval Agreement with Tivity Health to compensate KCSD for the “SilverSneakers” Fitness Program participants that use the Aquatics Center. The agreement term will run from September 9, 2024 to December 31, 2027.

CONTACT PERSON:

Matt Wilhoite

M Wilhoite
Principal/Administrator

Cheryl Hume
District Administrator

[Signature]
Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.
Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent’s mailbox.



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 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 through December 31, 2027 (“**Initial Term**”) and thereafter will automatically renew for successive one (1) year terms from January 1 to December 31 (“**Renewal Term**”), provided that after the Initial Term, either party may terminate this Agreement upon 120 days’ prior written notice of the expiration of the Renewal Term.

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 Fitness Provider Portal (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
4031 Aspen Grove Drive, Suite 250
Franklin, TN 37067
Email: PLContracting@tivityhealth.com

2. Program Utilization Payment.

- a) Program Utilization Payment for Selected Tivity Health Programs. Tivity Health shall compensate Facility based on Program Participant Visits, with a maximum cap payment per Program Participant per month. As used herein, the term (“**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. As used herein, the term (“**Program Participant**”) shall mean a Participant, 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 (the “**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.

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

- SilverSneakers® Fitness Program Offering Basic Program Participant Access
\$3.00 per Program Visit up to \$24.00 per Program Participant per Month