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SILVERSNEAKERS® PROVIDER AGREEMENT

This SilverSneakers® Provider Agreement (the "Agreement") is entered into by and between **HEALTHCARE DIMENSIONS INCORPORATED**, an Arizona corporation ("HCD"), and City of Denton, a Texas Fitness Center ("Fitness Center").

PREAMBLE

WHEREAS, HCD has entered into an agreement with a managed care health plan ("Health Plan") to provide fitness services, benefits, and programs for Health Plan's Medicare Members within an established network of fitness centers;

WHEREAS, Fitness Center offers health and fitness programming and services;

WHEREAS, HCD would like to include Fitness Center, and Fitness Center desires to be included, as a member of the network of fitness centers and an outlet for Health Plan-subsidized basic fitness memberships and services; all on the terms and conditions as hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual premises set forth above and the promises hereinafter appearing, and for other good and valuable consideration, the sufficiency and adequacy of which is hereby acknowledged, the parties agree as follows:

1. **Definitions.** Unless the context otherwise requires, the terms defined in this Section 1 shall have the meanings specified for all purposes of this Agreement.
 - a) "**Account Manager**" shall mean an HCD employee overseeing the Territory contemplated by this Agreement. As the official liaison between HCD and Health Plan, and HCD and Fitness Center, this Account Manager will be responsible for implementation and management of the Program.
 - b) "**Agreement**" shall mean this SilverSneakers® Provider Agreement.
 - c) "**Confidential Information**" shall mean any Health Plan membership information or HCD business expertise, manuals, guides, videos, contracts, trade secrets, and financial projections, including compensation to be made to Fitness Center pursuant to the terms of this Agreement.
 - d) "**Fitness Center**" shall mean an HCD approved health club, community based fitness center, health facility, or independently owned fitness center, set forth in Exhibit A,

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which has entered into this Agreement with HCD to be part of its SilverSneakers® Network, on the terms and conditions set forth herein.

- e) "Health Plan" shall mean the sponsoring managed care health plan(s) or any subset thereof whose members shall utilize Fitness Center in accordance with the terms of this Agreement, set forth in Exhibit C.
- f) "Member" shall mean an eligible Health Plan Member enrolled in Health Plan's Designated Medicare Plan(s) as determined by Health Plan's criteria and identified by a card which Health Plan has provided to allow Fitness Center to determine valid Members.
- g) "Program" shall mean the HCD SilverSneakers® Fitness Program, which includes SilverSneakers® Exercise Classes and basic fitness membership services for Members provided through a network of fitness centers located in the Territory. The Program excludes all those programs and services offered by Fitness Center which carry additional charges beyond basic fitness membership services, such as racquetball, tennis, massage therapy, lessons related to recreational sports, tournaments, and similar fee-based activities. If Fitness Center already offers senior members (as defined by Fitness Center) discounts on the above programs, services, and facilities which carry additional charges, Members shall also be entitled to such discounts. Also included in the Program are all facets presented in Section 2 of this Agreement.
- h) "Program Enrollee" shall mean a Member who has completed the Program Enrollment Process and is eligible to participate in the Program.
- i) "Program Enrollment Process" shall mean an organized series of introduction and information forms and processes, as amended by HCD from time to time, to be completed by Members on their first visit to Fitness Center before they begin participating in the Program.
- j) "Program Participant" shall mean a Program Enrollee who, after completing the Program Enrollment Process, has used the Program at a fitness center in the SilverSneakers® Network at least once in a given month.
- k) "Program Visit" shall mean one distinct occasion, recorded and reported by Fitness Center in accordance with procedures specified in the Reference Guide, during which a Member enters Fitness Center to enroll in or use the Program.
- l) "Readiness Review" shall mean HCD's review of the Fitness Center conducted by the Account Manager prior to the Program Roll-Out Date to certify Fitness Center's preparedness to provide the Program.

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- m) “Reference Guide” shall mean the procedures and guidelines established by HCD for participation in the SilverSneakers[®] Network by Fitness Center and under which the Program is administered. The Reference Guide, set forth as Exhibit D, may be amended, modified, or customized from time to time by HCD.
 - n) “Senior AdvisorSM” shall mean a designated employee(s) of Fitness Center who shall serve as a liaison to HCD and as a resource person for Members utilizing the SilverSneakers[®] Network, and be knowledgeable concerning all services provided by Fitness Center to Members.
 - o) “SilverSneakers[®] Exercise Classes” shall refer to the HCD-owned and managed group exercise classes, the HCD-owned and registered trademark name “SilverSneakers” and the accompanying logo, and all HCD/SilverSneakers[®] materials describing class formats and structure.
 - p) “SilverSneakers[®] Network” shall mean, collectively, all fitness centers in the Territory that have entered into a SilverSneakers[®] Provider Agreement with HCD.
 - q) “Term” shall mean the initial term of the Agreement and each successive one (1) year period as provided in Section 4 of this Agreement.
 - r) “Territory” shall mean the Health Plan service area as set forth in Exhibit C.
2. Services to be Delivered by Fitness Center. In exchange for the compensation to be paid by HCD, Fitness Center shall perform the following services:
- a) Acceptance to and Participation in the SilverSneakers[®] Network. In order to become and remain a participant in the SilverSneakers[®] Network, Fitness Center shall throughout the Term of this Agreement comply with the Reference Guide, including all operations, protocols, policies, procedures, follow-up guidelines, and health and safety standards. HCD’s execution of this Agreement shall serve as notice of Fitness Center’s acceptance into the SilverSneakers[®] Network.
 - b) Member Program Rights. Following completion of the Program Enrollment Process, any Member shall be entitled, at no charge (excepting any applicable Member copayment specified by HCD), including those fees normally associated with initiation or monthly dues, to establish a basic fitness membership at Fitness Center, provided that such individual remains a Member and this Agreement remains in effect. As part of the Program and accompanying membership to Fitness Center, each Member will be entitled to full access to Fitness Center, and shall be admitted to free health clinics and seminars, fitness challenges and testing, social events and parties, and organized recreational sports that may be offered from time to time by Fitness Center. Fitness Center shall not impose any charges on Members for Program services covered under this Agreement. If a Member requests services after being informed by Health Plan or

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Fitness Center that the services are not covered under the Program, the Member shall be solely liable for payment.

- c) Program Implementation Process. To prepare for Program commencement, Fitness Center agrees to participate in the following: 1) an introductory session given by HCD for Fitness Center management and staff; 2) coordination of the installation by HCD of a swipe card reader at Fitness Center, at HCD's expense, or demonstration of electronic reporting from current system; 3) HCD-scheduled and led training in-services for representatives from applicable Fitness Center departments; 4) submission of and compliance with HCD-defined health and safety standards; 5) HCD's Readiness Review, which shall be conducted for Fitness Center in order to determine Program participation preparedness; and 6) an initial Program Enrollment Process, which shall require representatives as needed from Fitness Center to enroll new Members at Fitness Center.

- d) Compliance with Health and Safety Standards. Fitness Center shall comply with all health and safety standards as outlined in the Reference Guide. Evidence of compliance with health and safety standards shall be provided at the time of HCD's Readiness Review.

- e) Program Enrollment Process. Fitness Center staff shall administer the Program Enrollment Process for all Members upon their first visit to Fitness Center and prior to participation in the Program. The Program Enrollment Process will include at a minimum the following procedures in accordance with the Reference Guide: 1) the Member shall complete the SilverSneakers® enrollment forms; 2) the Senior AdvisorSM shall clear the Member for exercise prior to actual participation in the Program; 3) the Member shall receive a SilverSneakers® swipe card or facility membership swipe card, and a clearance sticker for their Health Plan membership card; 4) the Member shall receive a fitness demonstration for safe usage of exercise equipment and amenities, and an orientation to Fitness Center programs and offerings. HCD shall supply SilverSneakers® swipe cards and master copies of enrollment forms to Fitness Center. Fitness Center shall bear the cost of preparing and supplying the enrollment forms, including the cost of Fitness Center membership cards if necessary, and will have enrollment forms available for interested Members during all business hours. Fitness Center shall also distribute replacement SilverSneakers® swipe cards to Members as needed.

- f) SilverSneakers® Classes. Fitness Center shall provide HCD's Level I group exercise class, SilverSneakers® Muscular Strength and Range of Movement, a minimum of two days per week on non-consecutive days. All SilverSneakers® classes shall be offered during Members' primary hours of utilization. Fitness Center agrees to add additional classes if the current classes remain at capacity for four (4) or more consecutive weeks, or as demand dictates, and will solely bear the costs of adding

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such classes. Fitness Center and HCD agree to work cooperatively to add Level II classes for more advanced students as needed.

- g) SilverSneakers[®] Class Equipment. Fitness Center shall be responsible for purchasing or providing, and maintaining and replenishing, the required equipment for the classes, including chairs, elastic tubing with handles, hand-held weights and appropriate music. Fitness Center shall comply with the exact specifications for this equipment as defined in the Reference Guide. HCD shall provide a start-up payment to Fitness Center to be applied toward this purpose as set forth in Exhibit B. Fitness Center shall make best efforts to have all equipment available by the Program Roll-Out Date. Should Fitness Center not have the necessary equipment available three weeks prior to the Program Roll-Out Date, HCD shall have the right to purchase and provide such equipment to Fitness Center, and deduct the cost of the purchase from any payments due by HCD to Fitness Center. In the event this Agreement is cancelled for any reason prior to the completion of the initial Term of the Agreement, HCD shall retain ownership of all equipment purchased for the classes utilizing the start-up payment.
- h) Training Workshop. HCD will hold an instructor training workshop to provide Fitness Center instructors with the necessary guidelines to teach the SilverSneakers[®] class according to Program specifications. The training workshop, which will last approximately four (4) hours, will be led by an HCD representative and will include the HCD-designed Instructor Manual, class protocols, formats and choreography, and HCD accreditation as an official SilverSneakers[®] instructor. Two (2) instructors from Fitness Center will be able to attend the workshop at no charge; additional instructors may attend the workshop for a nominal fee.
- i) Senior AdvisorSM Program. Fitness Center shall designate one or more staff members as the Senior AdvisorSM. The Senior AdvisorSM shall be the designated resource person at Fitness Center and shall be available during those hours that most closely follow the Members' primary hours of utilization. HCD will schedule and provide mandatory training for Senior AdvisorsSM as well as updated training sessions.
- j) Guest Pass Program. Health Plan may implement a guest pass program. Guests shall be required to complete a Guest Pass and Physical Activity Waiver prior to utilizing Fitness Center. Properly documented guest visits will be counted the same as Program Visits for purposes of calculating Fitness Center's compensation.
- k) Joint Marketing. Fitness Center agrees to allow HCD and Health Plan to use the information provided in Exhibit A in marketing and advertising materials and campaigns. All marketing and advertising materials, and materials intended for distribution to Members prepared by Fitness Center that refer to the Program, HCD, or Health Plan shall be approved by HCD prior to their distribution.

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- l) Limited Fitness Center Use of HCD Trademarks, Logos, and Copyrighted Materials. Fitness Center agrees that for the Term of this Agreement, all external marketing and advertising of the SilverSneakers® name, logo, identity, format, and materials will first be approved in writing by HCD, and that at the conclusion of this Agreement, Fitness Center shall cease all advertising, marketing, and references to HCD's property, including the SilverSneakers® name, logo, identity, format, and materials. At no time during the Term of this Agreement shall Fitness Center refer to HCD-created programs and/or classes under any title or name other than SilverSneakers® or other authorized, HCD-owned trademarks. Upon termination of this Agreement, HCD shall retain all rights to the SilverSneakers® name, logo, identity, format, and materials, and Fitness Center shall have no further right to use the same.

- m) Customer Service. Fitness Center agrees that in the event any disagreement arises between Fitness Center, HCD and/or Health Plan on any matter whatsoever, HCD, Fitness Center, and/or Health Plan or any subset thereof shall work with the other party(ies) to reach a resolution of the disagreement, and no one shall involve Members in any matter concerning such a disagreement.

- n) Reporting Obligations of Fitness Center. By the fifth (5th) day of each month, Fitness Center shall report Program utilization for the previous month to HCD. Program utilization reporting shall consist of all a) SilverSneakers® forms, including enrollment forms completed during the previous month, and b) visits for the month, which shall be reported by one of two options: SilverSneakers® swipe card reader or electronic reporting.
 - 1) Swipe Card Reader Option. Fitness Center agrees to allow HCD to install and maintain a swipe card reader, at HCD's expense, at a central location in Fitness Center, and provide a working electrical outlet and telephone line accessibility for the swipe card reader during the Term of the Agreement. Fitness Center agrees to direct Members to the swipe card reader immediately upon each visit to Fitness Center. Fitness Center shall immediately contact HCD in the event the swipe card reader becomes damaged or broken, or ceases functioning for any other reason, and allow reasonable access to HCD for service to the swipe card reader. In the event the swipe card reader is not functional, Fitness Center agrees to track and report visits as specified in the HCD Reference Guide. Upon termination or cancellation of this Agreement, Fitness Center shall return the swipe card reader to HCD.

 - 2) Monthly Electronic Reporting Option. Members' daily visits and utilization shall be recorded in a manner similar to other dues paying members via Fitness Center's computer tracking system. At the end of each month, Fitness Center shall prepare a report summarizing activity and containing the required data elements and submit it electronically to HCD by the fifth (5th) day of the following month. The required file format and data elements are defined in the Reference Guide.

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- o) Fitness Center Meeting Space and Participation. Subject to the approval of Fitness Center, Health Plan shall be able to display Health Plan marketing brochures, banners, posters, et cetera within Fitness Center. Additionally, subject to the approval of Fitness Center, Health Plan may hold enrollment meetings, health fairs, health and wellness classes, and public relations activities within Fitness Center. All such functions are restricted to availability and must be scheduled with reasonable preparation time. Approval for such requests will not be unreasonably withheld. All distribution of any Health Plan materials, including brochures, banners, and posters, as well as any activity or event shall be coordinated directly with and approved by the HCD Account Manager.
- p) Quality Assurance Program. As a provider of fitness services to Members, Fitness Center acknowledges the importance of quality management systems in providing quality customer service. Therefore, Fitness Center shall, with the support of HCD, cooperate in a quality assurance program to ensure quality customer service. Such cooperation shall include compliance with Fitness Center operations reviews and corrective procedures as defined in the Reference Guide.
- q) Member Retention Activities. Fitness Center agrees to offer and participate in activities designed to encourage the frequent and ongoing participation of Members enrolled in the Program. Such activities may be a part of the Fitness Center's existing member retention efforts, or may be based on HCD's member retention program.
- r) Research Studies. Fitness Center shall notify HCD of any and all research or clinical studies involving Members or the Program. Fitness Center shall not proceed with such studies without the prior written approval of HCD. Fitness Center shall provide study findings and results to HCD prior to any publication or presentation of such findings or results.
- s) Fitness Center Staff Qualifications. All group exercise instructors and fitness professionals who come in contact with Members shall be qualified for their respective positions, including CPR certification, a minimum of two (2) years teaching experience, certification from a nationally recognized fitness association, and/or a two (2) or four (4) year degree in exercise science or related field. HCD accepted certification organizations include, but are not limited to, HCD Certification for Older Adult Group Exercise Instructors, the American College of Sports Medicine (ACSM), American Council on Exercise (ACE), the Aerobics and Fitness Association (AFAA), the National Strength and Conditioning Association (NSCA), the Cooper Institute for Aerobics Research, YMCA, and NDEITA. SilverSneakers® class instructors must have completed the HCD instructor training workshop prior to teaching SilverSneakers® classes.
- t) Program Training for Fitness Center Staff. Fitness Center staff, including front desk staff, group exercise instructors, fitness professionals, Senior AdvisorsSM, and other Fitness Center employees who have regular contact with Members are required to

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attend HCD training in-services prior to commencement of the Program and as needed thereafter to account for staff turnover and to ensure proper service for Members.

- u) Membership Conversion. Fitness Center agrees that Members who are currently members of Fitness Center will be able to “freeze” those memberships for the duration of this Agreement so that they may attend Fitness Center under the subsidized Program. At the time this Agreement terminates, or if applicable Members terminate their membership in Health Plan, those Members will then be responsible for the remaining terms of their individual memberships with Fitness Center.
 - v) SilverSneakers[®] Network Reciprocity. For the Term of this Agreement, all Members utilizing the Program will be allowed, after completing the Program Enrollment Process and receiving a clearance sticker for their Health Plan membership card, to visit any and all SilverSneakers[®] Network fitness centers within the Territory. Members will enroll at the primary fitness center of their choice and visit any other fitness center upon showing their Health Plan membership card with a clearance sticker and recording their visit at the fitness center by use of the swipe card reader or other means as defined in the Reference Guide. All fitness centers, including the undersigned, will accept Members and be compensated in accordance with the terms of this Agreement. Reciprocity rights under this Agreement shall not include locations of Fitness Center or other affiliated facilities not specifically set forth in Exhibit A.
 - w) Managing the SilverSneakers[®] Experience. Fitness Center shall work cooperatively with HCD to implement strategies to manage the SilverSneakers[®] experience within the Fitness Center. HCD will provide tools that support seniors, many of them experiencing a fitness center environment for the first time, at no cost to Fitness Center. Experience management initiatives include SilverSneakers[®] banners for the entry/front desk area, the group exercise room and the general workout area, branded T-shirts to be worn by class instructors, name tags to be worn by Senior Advisors, posters, bulletin board materials and other materials. Managing the SilverSneakers experience is crucial to the success of the Program.
3. Compensation. Fitness Center shall be compensated by HCD for services offered to Members during the Term of this Agreement as follows:
- a) Membership Compensation. As payment for Program services, HCD shall pay Fitness Center according to the schedule set forth in Exhibit B for services provided on or after the Program Roll-Out Date. Compensation paid by HCD is inclusive of any and all taxes which Fitness Center may be required to pay to any governmental authority.

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- b) Financial Transaction. HCD will make payment to Fitness Center via check or other payment procedure as may be mutually agreed upon by Fitness Center and HCD.
- c) Hold Harmless. Fitness Center agrees that it shall look to HCD for payment for Program services provided to Members under this Agreement. Fitness Center agrees that in no event shall Fitness Center bill, charge, or collect payment from a Member for services provided pursuant to this Agreement. In the event a Member provides payment to Fitness Center for services provided pursuant to this Agreement, HCD retains the right to deduct an equivalent amount from the compensation payable to Fitness Center for the purpose of Member reimbursement.

4. Term.

- a) Initial Term. This Agreement will commence on July 1, 2004, and shall continue in full force and effect until December 31, 2005, subject to cancellation as provided in Section 5 below.
- b) Program Roll-Out Date. The Program Roll-Out Date shall be a date following the commencement of this Agreement, communicated to Fitness Center by HCD. Notwithstanding any other provision of this Agreement, Fitness Center shall not permit Members to use the Program prior to the Program Roll-Out Date.
- e) Renewal of Agreement. This Agreement shall be automatically renewed for successive one year terms after the initial Term unless either party gives notice of termination at least ninety (90) days prior to the expiration of the initial Term or the current renewal Term of the Agreement or unless the Agreement is canceled pursuant to Section 5 below. ~~The maximum amount of one year renewals shall be five additional one year terms.~~

5. Cancellation.

- a) Health Plan Termination or Change in Terms; Poor Usage. HCD retains, upon thirty (30) days written notice, the right to terminate this Agreement for any location of Fitness Center in Exhibit A on the basis of poor usage of Fitness Center by Members or upon termination or change in terms of Health Plan's contract with HCD. In the event HCD removes Fitness Center from the SilverSneakers® Network, Fitness Center shall be compensated per this Agreement for services rendered up to and including the date of cancellation.
- b) Bankruptcy. Notwithstanding any provision in this Agreement, if at any time there shall be filed by or against a party to this Agreement, in any court, tribunal, administrative agency, or any other forum having jurisdiction, pursuant to any applicable law, either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver, trustee, or conservator of all or a

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portion of the party's property, or if a party makes an assignment for the benefit of creditors, and if this action is not dismissed after ninety (90) calendar days, this Agreement may be immediately canceled and terminated by the other party.

- c) Material Breach. Either party may terminate this Agreement by providing the other party with a minimum of thirty (30) days prior written notice in the event the other party commits a material breach of any provision of this Agreement. The notice must specify the nature of said material breach. The breaching party shall have thirty (30) days from receipt of the notice to correct the material breach. In the event the breaching party fails to cure the material breach within the thirty (30) day period, this Agreement shall automatically terminate upon completion of the thirty (30) days notice period, notwithstanding any other provision in this Agreement.
 - d) Unresolved Corrective Action. If the four (4) step corrective action process, as defined in the Reference Guide, has been exhausted, and an issue(s) remains unresolved, HCD reserves the right to cancel this Agreement upon thirty (30) days written notice to Fitness Center.
 - e) Early Termination. Notwithstanding any other provision of this Agreement, HCD may terminate this Agreement at any time upon notice to Fitness Center due to 1) failure of Fitness Center to maintain necessary insurance coverage as required by this Agreement; 2) apparently permanent closure of Fitness Center during normally scheduled operating hours resulting in denial of Program services to Members without advance notice to HCD; or 3) HCD's determination that the health or safety of Members may be in jeopardy if this Agreement is not terminated.
 - f) Default. In the event that Fitness Center defaults under this Agreement or the Agreement is terminated pursuant to Section 5(c) or Section 5(e), HCD may, at its sole discretion and without limiting other remedies available to HCD at law or in equity, withhold payment of any amounts otherwise due and payable to Fitness Center under this Agreement.
6. Exclusivity. Fitness Center agrees to an exclusive relationship with HCD during the Term of this Agreement for all fully subsidized Medicare memberships, programs, products, and services, and Fitness Center will not contract with any health plan, insurance plan, or third party benefits administrator to provide services that may conflict in any way with the services being offered by HCD.
7. Confidentiality. All Confidential Information between HCD and Fitness Center, including the provisions of this Agreement, are shared in strictest confidence to the extent provided by law. During the Term and at all times thereafter, to the extent provided by law Fitness Center shall not divulge, furnish or make accessible to anyone or use in any way (other than use in the ordinary course of providing services under this Agreement) any Confidential Information. Upon completion of this Agreement or in the event of its

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termination, Fitness Center shall return to HCD all of HCD's materials used in the provision of the Program, including the Reference Guide. ~~HCD understand that this provision cannot control information that may be deemed public under the Texas Public Information Act and that all such information will be subject to public release.~~

8. Agreement Not to Compete. Fitness Center agrees that during the Term and for a period of one (1) year after the completion or termination of this Agreement, Fitness Center shall not contract directly with Health Plan, or engage or participate in any competing fitness network business (defined as the ownership, management, or consultation of programs or services that offer fitness services and programs by or for Medicare health plans). This Agreement Not To Compete includes the geographic area defined under Territory in Exhibit C.
9. Member Contact. Fitness Center agrees not to directly contact Members during the Term of this Agreement in regard to business related matters pertaining to the Program, such as, but not limited to, switching health care plans, disenrolling, enrolling with other health care plans or similar entities, or contracting directly with Fitness Center instead of HCD and Health Plan.
10. Enforceability. Fitness Center acknowledges and agrees as follows:
 - a) The amount of payment by HCD pursuant to the Agreement shall not define, limit, or evidence the amount of damages, if any, to which HCD may be entitled as a result of the breach by Fitness Center of any of the provisions of this Agreement; and
 - b) Should any provision herein 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 shall not affect the enforceability of the remaining provisions of this Agreement.
11. Mutual Waiver of Claims; Insurance; Indemnity. Unless caused by the other party's negligence or intentional wrongdoing, each party hereby waives and releases all claims against the other party, and/or any of their respective officers, directors, shareholders, employees, or representatives, in respect of a Member participating in the SilverSneakers® Network, and the other party shall not be liable for injury to person or damage to property sustained by Health Plan's Members as a result of participation in the Program or any activities which may be undertaken in or sponsored by each party, including but not limited to any accident, or from any occurrence, act, or from negligence or omission on the part of each party or any employee or agent thereof. Each party shall indemnify, defend, and hold harmless the other party and their respective officers, directors, shareholders, employees, and representatives, on a current basis, from any and all claims, demands, suits, liabilities, damages, obligations, and expenses (including without limitation reasonable attorneys' fees) arising out of or in any way related to each party's performance under this Agreement or participation of any Members in any

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activities undertaken in connection with or relating to this Agreement, except to the extent caused by the other party's negligence or intentional wrongdoing. Fitness Center obligations under this provision shall only be to the extent allowed by Texas law.

Fitness Center shall obtain and maintain in force self-insurance coverage in an amount of at least \$500,000 per occurrence, and shall provide evidence of such insurance to HCD upon execution of this Agreement. Fitness Center shall immediately notify HCD in the event such self-insurance is no longer valid. Self insurance, for the purposes of this agreement, does not have to meet the requirements of Chapter 2259, Texas Government Code.

Both parties agree that to the extent permitted by law, HCD and Fitness Center shall cooperate with one another in the defense of any claim arising from alleged tortious acts of their respective officers, shareholders, employees, or agents and to give one another written notice of any claims covered by this paragraph.

12. Notices. Unless expressly provided otherwise, all notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received when sent by 1) facsimile transmission using equipment that provides automatic verification of transmission; 2) hand delivery, including by a recognized courier service; or 3) registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below:

If to HCD:

If to Fitness Center:

Mary K. Swanson, President/CEO
HealthCare Dimensions Incorporated
9280 South Kyrene Road, Suite 134
Tempe, Arizona 85284

Either party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this Section 12 for the giving of notice.

13. Medicare Compliance. In recognition that Health Plan and its subcontractors are obligated to comply with all applicable federal governmental regulations regarding managed care organizations, HCD and Fitness Center mutually agree to comply with the following.
- a) Compliance with Federal and State Laws. For the Term of this Agreement, HCD and Fitness Center shall comply with all federal Centers for Medicare and Medicaid

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Services (CMS) Rules and Regulations regarding services provided to Medicare Members. HCD and Fitness Center agree to comply with all laws applicable to individuals and entities receiving federal funds and all other applicable federal and state laws, regulations and governmental issuances.

- b) Government Right to Inspect. HCD and Fitness Center shall give the U.S. Department of Health and Human Services (HHS) and U.S. General Accounting Office (GAO), and their authorized designees, the right to audit, evaluate and inspect all records relating to services furnished to Health Plan Members during the term of this Agreement. Upon termination of the Agreement, all records relating to the Program shall be forwarded immediately to HCD by Fitness Center and shall become the sole property of HCD.
- c) Privacy/Confidentiality. HCD and Fitness Center agree to safeguard the privacy of any information that identifies a particular Health Plan Member in accordance with federal and state laws and Health Plan policy and to maintain Health Plan Members' records in an accurate and timely manner.
- d) Non-Discrimination. HCD and Fitness Center agree to render the services contemplated herein without regard to race, age, sex, religion, creed, color, national origin, health factors, such as medical condition (including mental as well as physical illness), claims experience, receipt of health care, medical history, genetic information, evidence of insurability (including conditions arising out of acts of domestic violence), and disability or ancestry of any Member. During the Term of this Agreement, HCD and Fitness Center shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, sexual orientation, marital status, age, or sex. HCD and Fitness Center shall comply with the provisions of all applicable local, state, and federal equal employment opportunity, fair employment, and affirmative action laws and regulations.
- e) Exclusion of Certain Persons. HCD and Fitness Center shall not employ any individual who is known to be excluded from participation in Medicare under Section 1128 or 1128A of the Social Security Act.
- f) External Review. HCD and Fitness Center agree to cooperate with all independent quality review and improvement organization activities required by CMS and/or Health Plan pertaining to the provision of services to Health Plan Members.
- g) Professionally-Recognized Standards. HCD and Fitness Center shall provide the Program to Health Plan Members in a manner consistent with quality assurance standards, the Reference Guide, and professionally-recognized standards of fitness and wellness programs.

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- h) Compliance with Health Plan Policies, Procedures and Programs. HCD and Fitness Center agree to comply with all applicable Health Plan policies, procedures and quality assurance programs implemented by and reasonably required by Health Plan. HCD and Fitness Center agree to comply with all applicable terms of the contract agreement between HCD and Health Plan for the provision of the Program at Fitness Center.

14. Miscellaneous.

- a) Severability. Should any one or more of the provisions of this Agreement or of any agreement entered into pursuant to this Agreement be determined to be illegal or unenforceable, all other provisions of this Agreement and of each other agreement entered into pursuant to this Agreement shall be given effect separately from the provision or provisions determined to be illegal or unenforceable and shall not be affected thereby.
- b) Choice of Law; Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas. The parties agree that the proper venue for any proceeding at law or in equity shall be Denton County, Texas, and the parties waive any right to object to such venue.
- c) Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, with the same effect as if all parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same instrument.
- d) Integration. This Agreement, together with any Exhibits and Schedules hereto, represents the entire understanding and agreement among the parties with respect to the subject matter hereof and shall supersede any prior writings, understandings, or agreements among the parties with respect to the subject matter hereof.
- e) Sale of Business/Transfer of Assets. If Fitness Center desires to sell or transfer its business to another entity, Fitness Center shall so advise HCD in writing at least ninety (90) days prior to the sale or transfer date. Fitness Center warrants and covenants this Agreement will be part of the sale or transfer, and will be assumed by the new entity and that the new entity will honor and be fully bound by the terms and conditions of the Agreement. Notwithstanding the above, if HCD, in its sole discretion, is of the opinion the Agreement cannot be satisfactorily performed by the assuming entity or does not wish to continue the Agreement with that entity for whatever reason, HCD may terminate this Agreement by giving Fitness Center thirty (30) days written notice.

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f) Authority to Sign. The individual signing below on behalf of Fitness Center represents and warrants that he/she has all requisite corporate power and authority to enter into this Agreement on behalf of Fitness Center.

IN WITNESS WHEREOF, the parties have agreed as set forth above.

HEALTHCARE DIMENSIONS INC.
an Arizona corporation

North Lakes Recreation Center
Name of Fitness Center

Mary K Swanson
Signature

Michael A Conduff
Signature

Mary K. Swanson

Michael A. Conduff
Printed Name

President/Chief Executive Officer

Michael A Conduff
City Manager
Title

8-16-04
Date

8-19-04
Date

Attest:
JENNIFER WALTERS, CITY SECRETARY

BY: Jennifer Walters

APPROVED AS TO LEGAL FORM:
HERBERT L. PROUTY, CITY ATTORNEY

BY: Eddie Marti

EXHIBIT A

FITNESS CENTER INFORMATION

THE INFORMATION IN THE BOX BELOW WILL BE DISTRIBUTED TO HEALTH PLAN MEMBERS, PRINTED ON MEMBER BROCHURES AND DISPLAYED ON THE HCD WEB SITE. PLEASE MAKE SURE IT IS ACCURATE.

Center Name:	<u>North Lakes Recreation Center</u>
Center Physical Address:	<u>2001 West Windsor</u>
Center Phone Number:	<u>(940) 349-8287</u>
Center Web Site Address:	<u>www.dentonparks.com</u>
The following checked amenities are included as part of Fitness Center basic membership and will be provided to SilverSneakers Members at no additional cost:	
<input checked="" type="checkbox"/> Cardio/Strength Equipment	<input type="checkbox"/> Hot Tub/Whirlpool
<input checked="" type="checkbox"/> Aerobics Area	<input type="checkbox"/> Year-Round Swimming Pool
<input type="checkbox"/> Steam and/or Sauna	<input type="checkbox"/> Seasonal Swimming Pool (not available throughout the year)

Center Fax: (940) 349-7284
 Direct Fax Need to call first

Center Email: dlee.delcambre@cityofdenton.com

Who is responsible for daily Fitness Center operations (i.e., owner, general manager):

Contact Person: D'Lee Delcambre

Contact Title: Center Manager

Contact Phone: (940) 349-7752

Contact Fax: (940) 349-7284

Contact Email: dlee.delcambre@cityofdenton.com

EXHIBIT A (continued)

Mailing Address (if not the same as on previous page):

Mailing Address: 321 East McKinney
Denton, Texas
76201

Payment information (if not the same as on previous page):

Payment Name: City of Denton - North Lakes
Payment Address: 321 E. McKinney Denton, Tx. 76201
Attention: D'Lee Delcambre

Please indicate which method you choose to report your monthly Program utilization data:

- SilverSneakers Swipe Card Reader
- Fitness Center's Computer (Providing HCD with an Excel or tab delimited text file each month with the following information for each SilverSneakers visit: Member's ID number, member's first name, member's last name, date of visit, time of visit.)

TAXPAYER CERTIFICATION

Employer identification number

1	7	5	6	0	0	0	5	1	4
---	---	---	---	---	---	---	---	---	---

OR

Social Security number

--	--	--	--	--	--	--	--	--	--

Business Name: City of Denton

(If not the same as on previous page)

- Individual/sole proprietor Partnership
- Corporation Exempt from backup withholding
- Other municipality

By signing this Agreement, I certify that all information provided above is true and correct to the best of my knowledge.

EXHIBIT B

COMPENSATION SCHEDULE

1. Program Start-Up. As payment for the initial start-up costs of providing required SilverSneakers® class equipment and staff training, HCD shall compensate Fitness Center a total of \$900 per location of Fitness Center identified in Exhibit A, to be payable after execution of this Agreement.
2. Program Utilization. As monthly payment for Program utilization, HCD shall compensate Fitness Center \$3.00 per Program Visit, up to a maximum of \$30.00 per Program Participant per month. Program Visits will be documented and reported by Fitness Center as specified in the HCD Reference Guide.
3. Minimum Payment Guarantee. With the exception of the month in which Program Roll-Out occurs, Fitness Center is guaranteed a minimum monthly payment of \$250 per location of Fitness Center identified in Exhibit A, regardless of the number of Program Visits to Fitness Center. For the month in which Program Roll-Out occurs, the Minimum Payment Guarantee will be pro-rated based on the number of days remaining in the month beginning with the Program Roll-Out Date.
4. Six Month Membership Conversion Guarantee. To assist with expenses related to membership conversion, for services provided during the first six months of the Program (September 1, 2004 through March 31, 2005), the monthly compensation from HCD to Fitness Center shall be the greater of (a), (b), or (c) described below.
 - a. The total of the Program Utilization Payment described above.
 - b. The total of the Minimum Payment Guarantee described above.
 - c. The total number of Membership Conversion Members multiplied by Fitness Center's monthly senior rate of \$ 15. Membership Conversion Members shall be identified as such by Fitness Center during the Program Enrollment Process; Fitness Center shall properly indicate on the Member's Getting to Know You enrollment form that the Member is a current Fitness Center member, and attach supporting documentation for the Member in the form of a copy of the Member's Fitness Center membership card, Fitness Center enrollment form, or other documentation that indicates Member is currently a member of Fitness Center.
5. SilverSneakers® Support Fund. A total of \$250 per location of Fitness Center identified in Exhibit A shall be made available to Fitness Center during the Term of the Agreement in the form of the SilverSneakers Support Fund. The SilverSneakers Support Fund shall be used to directly promote and/or support the Program. Qualifying expenses must be incurred during the Term of the Agreement, and include, but are not limited to, replacement

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equipment for the SilverSneakers class, promotional events targeted to increase participation in the Program, and facility upgrades directly related to the Program. Fitness Center shall obtain prior approval from the HCD Account Manager for the event, activity, or cause to which the monies are to be applied. HCD shall then reimburse Fitness Center for the approved incurred expenses.

6. Payment Schedule. Payment for Program Utilization shall be either mailed or processed for direct deposit by HCD by the last day of the month following the month in which Program Visits occurred ("following month"), provided HCD receives Fitness Center's monthly utilization data by the fifth (5th) day of the following month. In the event Fitness Center's utilization data is received after the fifth (5th) day of the following month but before the last day of the following month, payment for Program utilization shall be made by HCD within 30 days of receipt of the utilization data. In the event the utilization data is not received by the last day of the following month, HCD will be unable to report the utilization to the sponsoring Health Plan(s), and therefore shall not provide payment to Fitness Center for that month.

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EXHIBIT C

SPONSORING HEALTH PLAN(S)

Health Plan: PacifiCare of Texas

Territory: Collin, Denton, Dallas, Tarrant, Bexar, Comal, and Guadalupe Counties of the State of Texas

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FAX TO: 480-783-5837 ATTN: CONTRACTS DEPARTMENT

AMENDMENT TO THE SILVERSNEAKERS PROVIDER AGREEMENT BETWEEN AXIA HEALTH MANAGEMENT, INC. AND CITY OF DENTON

This document serves as an Amendment to the SilverSneakers Provider Agreement (the "Agreement") between AXIA HEALTH MANAGEMENT, INC., a Delaware corporation ("Axia"), and CITY OF DENTON. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby amend the Agreement as follows.

- 1. The Axia PRIME product shall be provided under all terms of the Agreement, effective January 1, 2007, to health plan and employer group members identified by Axia as eligible for the product.
2. The title of the Agreement and all instances of the title of the Agreement in the Agreement shall be amended to "Axia Service Agreement."
3. The definition of "Member" in Section 1 of the Agreement shall include members who are eligible for the PRIME product.
4. There shall be no obligation for a specific PRIME class nor PRIME Senior Advisor; therefore, PRIME services shall be provided at all locations in Exhibit A of the Agreement, with the exception of SilverSneakers "class-only" locations.
5. All obligations in the Agreement regarding use of Axia trademarks, logos, and copyrighted materials shall include the PRIME mark and all PRIME materials.
6. The Reference Guide shall be expanded to include procedures and guidelines for the PRIME product as well as the SilverSneakers Fitness Program product.
7. PRIME Members shall be enrolled in accordance with the PRIME enrollment procedures in the Reference Guide. PRIME Member daily visits and utilization reporting shall be provided to Axia on a weekly basis, on the Friday of each week during the Term of the Agreement.
8. PRIME Members shall receive a thirty (30) minute personal training session or personalized orientation session following Member enrollment, based on Axia's PRIME product training.
9. Except as expressly modified by this Amendment, the Agreement and any previously signed amendments or addenda shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective as of January 1, 2007.

AXIA HEALTH MANAGEMENT, INC.
Signature: Robert Jacques
Robert Jacques
Chief Operating Officer
Date: 11/22/04

CITY OF DENTON
Signature: Eric Wrona
Printed Name: Eric Wrona
Title: Center Manager
Date: 11/6/06

HW-TX09571

SP wh/06

FAX TO: 480-783-5837 ATTN: CONTRACTS DEPARTMENT

**AMENDMENT #1 TO THE SILVERSNEAKERS® PROVIDER AGREEMENT
BETWEEN HEALTHCARE DIMENSIONS INCORPORATED
AND CITY OF DENTON**

This document serves as Amendment #1 to the SilverSneakers® Provider Agreement (the "Agreement") between **HEALTHCARE DIMENSIONS INCORPORATED** ("HCD"), and **CITY OF DENTON** ("Fitness Center"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby amend the Agreement as follows.

1. The Agreement is revised to Denton Natatorium as an invisible satellite location of Fitness Center, effective September 1, 2005 as set forth in the attached Exhibit A.
2. Following are the guidelines for limited services provided at the satellite location set forth above.
 - a) The satellite location is included as a convenience to Health Plan Members living in the area and an extension of the program at the North Lakes Recreation Center, not an addition to the SilverSneakers Network. The satellite location will not be included in Member marketing materials.
 - b) Fitness Center shall provide an updated Certificate of Insurance to HCD prior to the rollout of the Program at the satellite location that includes the satellite location as a Program location.
 - c) A Health Plan Member must have the Program Enrollment Process completed prior to utilizing the satellite location.
 - d) SilverSneakers Exercise Classes shall not be held at the satellite location.
 - e) Health Plan Member utilization at the satellite location will be tracked and reported monthly in conjunction with Fitness Center. HCD and Fitness Center shall jointly agree on the mechanism to track Member utilization at the satellite location. Payment for Member utilization at the satellite location will be made to Fitness Center as part of existing compensation as provided in the Agreement. There shall be no payment for Program Start-Up, SilverSneakers Support Fund or separate Minimum Payment Guarantee for services provided at the satellite location.
 - f) Staff training for the satellite location will be provided by HCD as provided for in the Agreement.

FAX TO: 480-783-5837 ATTN: CONTRACTS DEPARTMENT

- 3. Section 2(g) of the Agreement, "SilverSneakers Class Equipment," shall be deleted in its entirety and replaced with Section 2(g) as follows:

 2(g) SilverSneakers® Class Equipment. HCD shall ensure that Fitness Center has all required equipment for the classes available by the Program Rollout Date, including chairs, elastic tubing with handles, hand-held weights and appropriate music, and shall provide such equipment to Fitness Center as necessary. Following the Program Rollout Date, Fitness Center shall be responsible for maintaining and replenishing the equipment, and shall comply with the exact specifications for this equipment as defined in the Reference Guide. In the event this Agreement is cancelled for any reason prior to the completion of the initial Term of the Agreement, HCD shall have the option of retaining ownership of all equipment provided to Fitness Center by HCD.
- 4. Compensation Schedule, Exhibit B, Item #1, "Program Start-up," shall be deleted in its entirety.
- 5. The definition of "Health Plan" in Section 1, "Definitions," shall be modified as follows: "Health Plan" shall mean any health plan or subset thereof that is contracted with HCD to provide the Program to its members and whose members may therefore utilize Fitness Center in accordance with the terms of this Agreement."
- 6. Exhibit C shall be deleted in its entirety.
- 7. The Initial Term of the Agreement shall be extended through December 31, 2006.
- 8. Except as expressly modified by this Amendment, the Agreement and any previously signed amendments or addenda shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective as of September 1, 2005.

HEALTHCARE DIMENSIONS INC.
an Arizona corporation

CITY OF DENTON

Mary K Swanson
Signature

D Lee Delcambre
Signature

Mary K. Swanson

D Lee Delcambre
Printed Name

President/Chief Executive Officer

Center Manager
Title

10/18/05
Date

9-30-05
Date

TX/09570

FAX TO: 480-783-5837 ATTN: CONTRACTS DEPARTMENT

EXHIBIT A - INVISIBLE SATELLITE LOCATION INFORMATION

PLEASE MAKE SURE THE INFORMATION BELOW IS ACCURATE.

Denton Natatorium 2400 Long Road Denton, TX 76207 Ph.: 940.349.8800	<input type="checkbox"/> Cardio/Strength Equipment <input checked="" type="checkbox"/> Aerobics Area <input type="checkbox"/> Hot Tub/Whirlpool <input type="checkbox"/> Steam and/or Sauna <input checked="" type="checkbox"/> Year-Round Swimming Pool <input checked="" type="checkbox"/> Seasonal Swimming Pool (not available throughout the year)
The checked amenities above are included as part of Fitness Center basic membership and will be provided to SilverSneakers Members at no additional cost.	
Web Site Address: ^{www.} dentonparks.com	

Fax: (940) 349-8801 Direct Fax Need to call first
 Email: Bobbie.Davis@cityofdenton.com
 Contact Person: Bobbie Davis Title: Center Manager
 Contact Phone: (940) 349-8801 Fax: () Same as above
 Contact Email: Same as above

Mailing Address: 321 East McKinney St.
Denton, Tx. 76201

Payment Name: North Lakes Recreation Center
 Payment Address: 321 East McKinney, Denton, Tx. 76201
 Attention: D'Lee DelCambre

Please indicate which method you choose to report your monthly Program utilization data:
 SilverSneakers Swipe Card Reader
 Fitness Center's Computer (Please note that if you choose this method, you would provide HCD with an Excel or tab delimited text file each month with the following information for each SilverSneakers visit: Member's ID number, member's first name, member's last name, date of visit, time of visit.)

TX/09570

**ELEVENTH AMENDMENT TO THE AGREEMENT BETWEEN
TIVITY HEALTH SERVICES, LLC AND CITY OF DENTON
EFFECTIVE JULY 1, 2022**

This Eleventh Amendment is dated effective as of July 1, 2022 (“**Amendment Effective Date**”) and amends the Tivity Health Provider Agreement between **TIVITY HEALTH SERVICES, LLC** (“**Tivity Health**”) and **CITY OF DENTON** (“**Facility**”) dated August 16, 2004 (as amended, the “**Agreement**”). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby amend the Agreement as follows:

1. The Agreement shall be amended such that Section 4, “Term,” shall be deleted from the Agreement in its entirety and replaced with the following new Section 4, “Term,” effective July 1, 2022:

4. Term. The term of this Agreement shall commence upon execution by the Parties and shall continue until April 30, 2024 (“**Initial Term**”) and shall automatically renew thereafter for successive one-year terms (“**Renewal Term**”), after the Initial Term unless either party provides written notice of intent not to renew at least 120 days’ prior to the expiration of the Initial Term or the current Renewal Term of the Agreement or unless the Agreement is canceled pursuant to Section 5. “Cancellation,” of the Agreement.

2. The Agreement shall be amended such that the Civic Center Pool (“**Satellite Location**”) identified in Exhibit A-1 attached herein, shall be added to the Agreement as a convenience to Program Participants and considered as an extension of the Program at Denton Natatorium (“**Parent Location**”), not an addition to the Tivity Health Network, effective June 1, 2022.

No Tivity Health Proprietary classes shall be held at the Satellite Location identified in Exhibit A-1 attached herein. Satellite Location shall provide Commercial Program services to eligible Program Participants.

3. Following are the guidelines for services provided at the Satellite Location set forth above:

- a. Members must have the Program Enrollment Process completed prior to utilizing the Satellite Location.
- b. Program Participant utilization at Satellite Location will be tracked and reported monthly in conjunction with Parent Location, and under the same reporting mechanism as Parent Location.
- c. Payment for Program Participant utilization at Satellite Location will be made as part of existing compensation as provided in the Agreement.
- d. Staff training for Satellite Location will be provided by Tivity Health as provided for in the Agreement.

4. Except as expressly modified by this Eleventh Amendment, the Agreement and any previously signed amendments or addenda shall remain in full force and effect. The individual signing below on behalf of Facility represents and warrants that he/she has all requisite corporate power and authority to enter into this Eleventh Amendment on behalf of Facility.

IN WITNESS WHEREOF, the parties hereto have executed this Eleventh Amendment to be effective as of the Eleventh Amendment Effective Date.

TIVITY HEALTH SERVICES, LLC

Adam Holland

Signature

Adam Holland

Tivity Health Printed Name

Chief Financial Officer

Tivity Health Title

7/26/2022

Date

CITY OF DENTON

Alicia McDaniel

Signature

Alicia McDaniel

Printed Name

Fitness Recreation Supervisor

Title

07/22/2022

Date

EXHIBIT A1

LOCATION INFORMATION

Location Information	
Location Name Civic Center Pool	Phone (940) 349-8279
Address 515 N Bell Ave	Website
City Denton	Location Type Nonprofit Swimming Pool
State TX	Gender Specific Coed
Zip Code 76201	

Shipping Information	
Shipping Address 2400 Long Rd	Shipping City Denton
Shipping State TX	Shipping Zip 76207-4230

Location Contact	
First Name Alicia	Phone (940) 349-7764
Last Name McDaniel	Email Alicia.McDaniel@cityofdenton.com

Location Technical Contact	
First Name Paul David	Phone (940) 349-8804
Last Name Morgan	Email PaulDavid.Morgan@cityofdenton.com

EXHIBIT A2

ADMINISTRATOR INFORMATION

Contract Administrator Information			
First Name	Alicia	Contact Title	Fitness Recreation Supervisor
Last Name	McDaniel	Cell Phone	(940) 349-7764
Address	321 E. McKinney St.	Email	alicia.mcdaniel@cityofdenton.com
City	Denton		
State	TX		
Zip Code	76201		

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