

ADAMS COUNTY, COLORADO
SERVICE AGREEMENT
ADDENDUM ONE

THIS ADDENDUM TO THE SERVICE AGREEMENT ("Addendum") is entered into this 14th day of March, 2014, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, CO 80601, hereinafter referred to as the "County," and **GLOBAL AFFILIATES, INC., D.B.A. GLOBALFIT**, located at 1818 Market Street, Suite 2710, Philadelphia, PA 19103, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

RECITALS

WHEREAS, on May 2, 2012, the County entered into a Service Agreement under Agreement #RFP 2012.097 with **GLOBAL AFFILIATES, INC., D.B.A. GLOBALFIT**, to provide a Pedometer Walking Program for the Adams County Employees; and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to extend the term of the agreement, effective January 1, 2014.

NOW, THEREFORE, for the consideration set forth herein, the sufficiency of which is mutually acknowledged by the parties, the County and the Contractor agree as follows:

1. The County shall pay the Contractor for the work furnished under this Addendum in accordance with **Payment Schedule per Agreement #RFP 2012.097** for a sum not to exceed ten thousand dollars and no cents (\$10,000.00).
2. The term of the Service Agreement is extended for one (1) additional year effective through December 31, 2014.
3. The Agreement and Addendum One contain the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by both parties. Any terms, conditions, or provisions of the Agreement that are not amended or modified by Addendum One shall remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Agreement and Addendum One, the terms, conditions, and provisions of Addendum One shall prevail.
4. The Recitals contained in Addendum One are incorporated into the body hereof, and accurately reflect the intent and agreement of the parties.
5. Addendum One may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

6. Nothing expressed or implied in Addendum One is intended or shall be construed to confer upon or to give to, any person other than the parties, any right, remedy, or claim under or by reason of Addendum One or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in Addendum One by and on behalf of the County and the Contractor shall be for the sole and exclusive benefit of the County and the Contractor.
7. If any provision of Addendum One is determined to be unenforceable or invalid for any reason, the remainder of Addendum One shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Agreement.
8. Each party represents and warrants that it has the power and ability to enter into Addendum One, to grant the rights granted herein, and to perform the duties and obligations herein described.

IN WITNESS WHEREOF, the County and the Contractor have caused their names to be affixed.

**BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO**

By: [Signature]
Chairman

3.14.14
Date

CONTRACTOR:
GLOBAL AFFILIATES, INC.,
D.B.A. GLOBALFIT

By: RICHARD E PENN
Name (Print or Type)
[Signature]
Authorized Signature

3/4/14
Date
President & CEO
Title

ATTEST:
Karen Long
Clerk and Recorder

[Signature]



APPROVED AS TO FORM:
Adams County Attorney's Office

By: [Signature]
Attorney Signature

NOTARIZATION:
COUNTY OF Philadelphia)
STATE OF Pennsylvania)SS.

Signed and sworn to before me this 4th day of March, 2014,
by Richard E. Penn, [Signature]
Notary Public

My commission expires on: April 30, 2016

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
ROCHELLE L. DEVENS, Notary Public
City of Philadelphia, Phila. County
My Commission Expires April 30, 2016

FILE COPY

Destination: You

Agreement between GlobalFit and [Company Name]

THIS *Destination: You* Agreement (Agreement) dated, between Global Affiliates, Inc. (GlobalFit) and [Company Name] (You or [Company Name]) is made the 2nd day of May 2012

1. You are offering the *Destination: You* fitness program (D: Y) to 15 (Fifteen) Participants.
2. Participants are defined by You. Participants will enroll in D: Y by navigating to Your co-branded landing page at www.globalfit.com/ where they will enter their unique identifier to establish their eligibility to participate in D: Y.
3. The pricing for all D: Y equipment and services is set forth in the attached Quotation, which becomes Exhibit 1 to this Agreement.
4. All Trackers will be provided to You for distribution to Eligible Participants who elect to enroll in the program.
5. You have designated the person listed below as your Program Champion for D: Y. The Program Champion will be GlobalFit's primary point of contact for the implementation and operation of the program unless and until you designate a new Program Champion. GlobalFit will provide a D: Y expert to train your Program Champion over an initial eight hour period. Your D: Y Expert will available for an additional eight hours during the term of the program.
6. GlobalFit will provide You with a list of the Participants who have earned the incentive, or any portion of the incentive, on a monthly basis.
7. You will have access to reports showing aggregated data about Participants. These reports will be available to You through Your Virtual Account Manager (VAM).
8. To help maximize the value of D: Y to You, GlobalFit has provided You with certain marketing and communications materials and a timeline for their use, which are set forth in the Marketing Plan (Schedule 2).
9. ~~At the inception of the program, GlobalFit, You agree to pay the first month's Monthly Program Cost as set forth in the Quotation. Except to the extent the number of Eligible Participants increases during the year, the eleven subsequent PPPM payments for the year shall be in the same amount as the initial payment. If the number of Eligible Participants increases during the year, then GlobalFit will calculate the new monthly fee as described in the Quotation. The amount for the increase in Eligible Participants will be billed monthly for the next 12 months unless the agreement is terminated without renewal in which case the remaining balance of the monthly payments for the additional Eligible Participants would be due in the last month of the agreement. GlobalFit shall submit an invoice to You by the seventh (7th) day of each month for the cost to You of the D: Y program for the following month. You agree to pay the invoice within fifteen (15) days of receipt.~~
10. GlobalFit will be responsible for all technical support for D: Y. Support desk hours for telephone inquiries will be from 8:00 a.m. until 8:00 p.m. Eastern Time Monday through Friday, excluding Holidays. On line help is available 24 hours per day 7 days per week.
11. D: Y primarily is a walking program, but it also includes suggested exercises that will increase the strength and flexibility of Participants. All fitness recommendations made in the D: Y program are considered to be safe and effective when performed correctly. Each enrolling Participant will be required to review and certify that they have taken a Physical Activity Readiness Questionnaire (PAR-Q) or equivalent screening document before they can proceed to use the program. This process requires that Participants take personal responsibility for determining if they have a pre-existing medical condition that warrants clearance from a physician before they begin a program of regular activity. GlobalFit shall not be responsible for any Participant's failure to properly take the PAR-Q, for their failure to see a physician before beginning a program of regular activity or for any Participant's failure to properly follow any exercise recommendations made by the D: Y program.
12. GlobalFit will indemnify, defend and hold harmless [Company Name], its subsidiaries and affiliates and their directors, officers and employees from and against any and all liabilities, demands, claims, suits, losses, damages, infringement of proprietary rights, causes of action, fines, or judgments (including costs, attorneys' fees and expenses incident thereto) arising out of or in connection with GlobalFit's performance of, or failure to perform, the duties provided for herein, unless caused by the gross negligence or willful misconduct of [Company Name]. ~~[Company Name] will indemnify, defend and hold harmless GlobalFit, its subsidiaries and affiliates and their directors, officers and employees from and against any and all liabilities, demands, claims, suits, losses, damages, infringement of proprietary rights, causes of action, fines, or judgments (including costs, attorneys' fees and expenses incident thereto) arising out of or in connection with [Company Name]'s performance of, or failure to perform, the duties provided for herein, unless caused by the gross negligence or willful misconduct of GlobalFit.~~ *RE*
13. All hardware is warranted to be free from defects in materials and workmanship for 6 months from the date of registration. This warranty do not cover damage to the hardware caused by You or a Participant's negligence, abuse or misapplication, other external causes or usage not in accordance with the program instructions. Your sole and exclusive remedy and GlobalFit's sole and exclusive obligation for breach of the foregoing performance warranty, is to repair or replace the hardware. EXCEPT FOR THIS WARRANTY, GLOBALFIT MAKES NO AND DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
 - a. In case a device fails, a replacement will be provided within 7-10 days by completing an RMA form and returning the defective device to GlobalFit. Lost devices can be replaced at the cost of \$40 per unit plus applicable shipping and handling.
14. This agreement is effective as of the date first written above and shall remain in effect for a period of twelve months, unless it is terminated earlier by agreement of the parties in writing. However, in no event shall this agreement terminate until such time as all Participants have completed at least their original 26 week program.

Program Champion:

Name:

Email:

Telephone:

[Company Name]

By:

Its:

GlobalFit Representative.

Name: Dennis Rubisch

Email: drubisch@globalfit.com

Telephone: 215.320.4120

GlobalFit

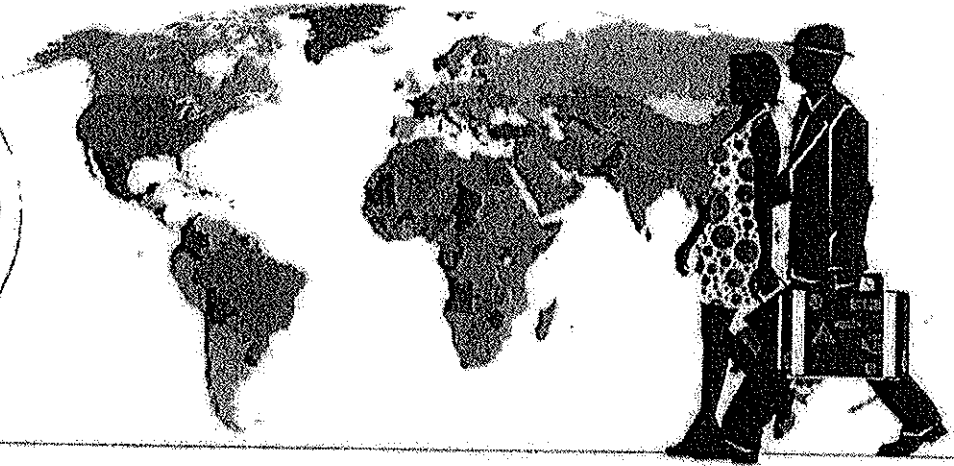
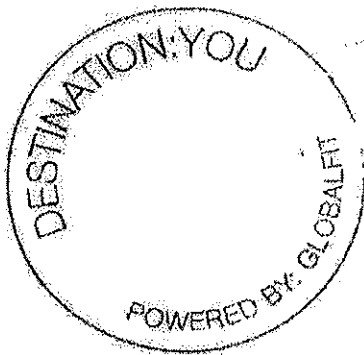
By:

Its:

APPROVED AS TO FORM

COUNTY ATTORNEY





Qty		Pricing	
	Item	Price	Total
400	Trackers	\$ 40.00	\$ 16,000.00
400	Monthly Website Access Fee for each Active Participant**	\$ 2.50	\$ 12,000.00
5	USBs*	\$ 29.95	\$ 149.75
5	WAPs*	\$ 119.95	\$ 599.75
1	Shipping & Handling	\$	25.00
Total Cost of Program:			\$ 28,774.50

* Access point count is an estimate. Actual count will be determined based upon County's footprint.
 ** Pricing is discounted from the List price of \$3.50/mo due to Gallagher relationship.

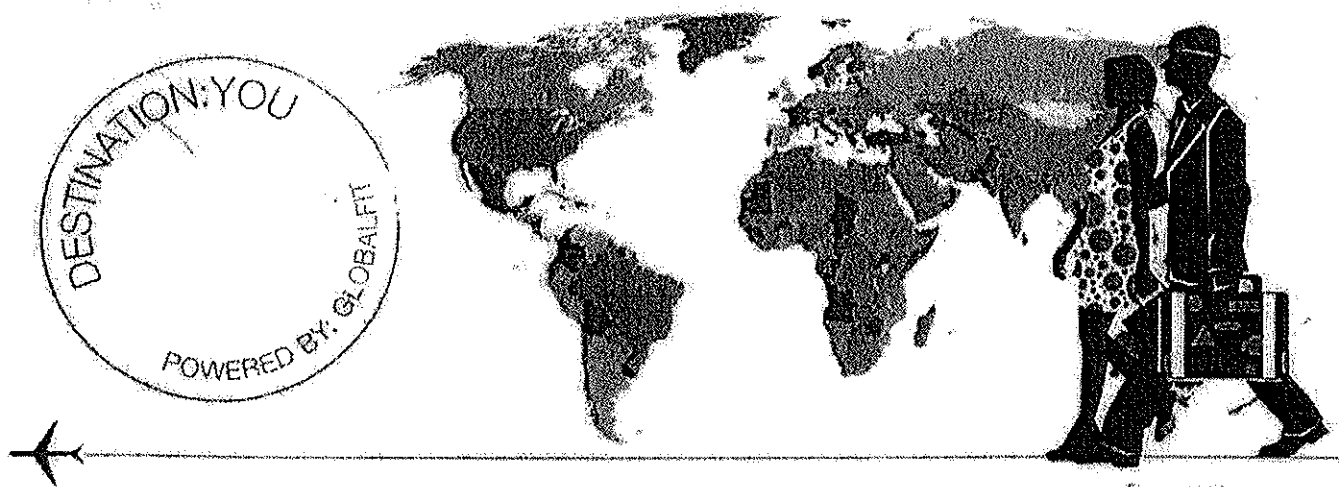
One time cost for upload Devices:

Remote Access Point (RAP): \$899.95 per device

Workgroup Access Point (WAP): \$119.95 per device (\$99.95 for quantities > 10)

USB Key: \$29.95 per device

100ft.

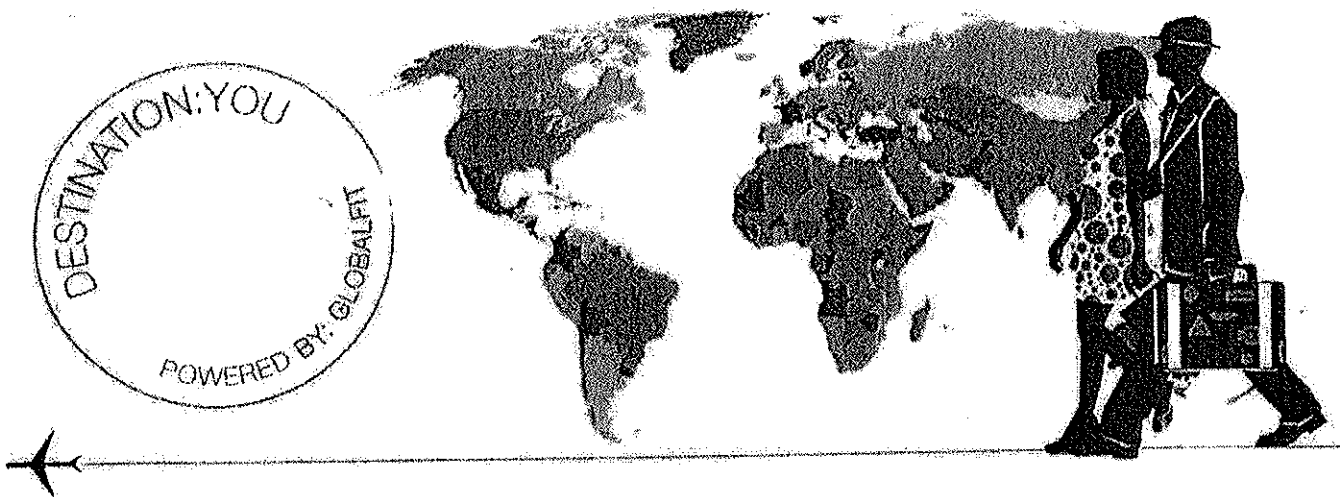


- Joe Zitzpatrick

GlobalFit Program Proposal

ADAMS COUNTY
Client of
Gallagher Benefit Services, Inc.

March 30, 2012



Overview

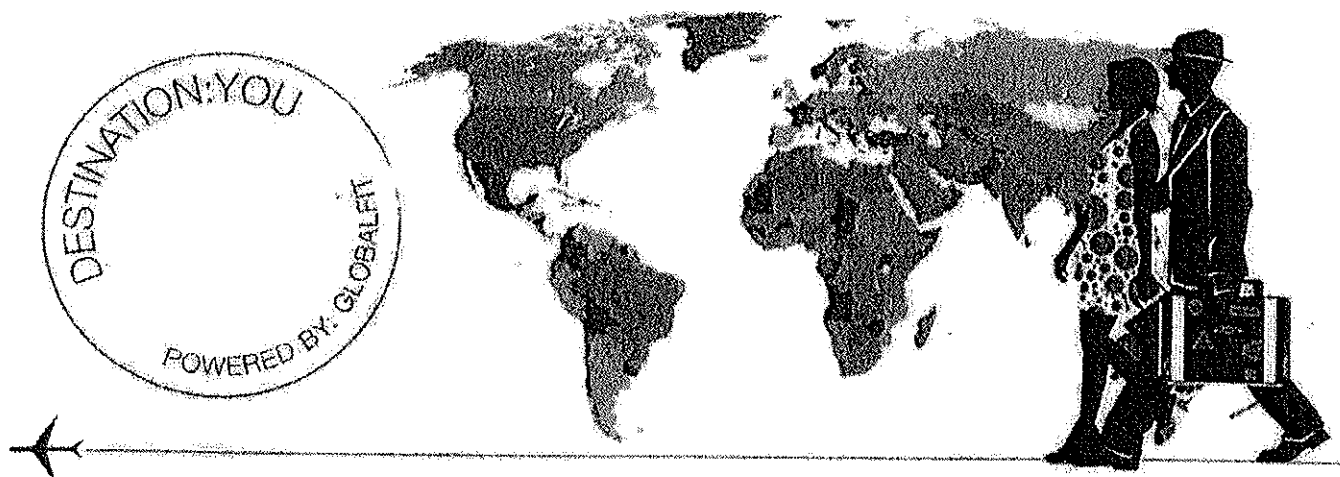
Since 1992, GlobalFit has been helping companies build a healthier workforce by putting convenient, affordable programs for healthy living within reach of employees. Today, GlobalFit provides a single source for activity based programs, fitness, weight-loss and behavior management for more than 1,400 sponsor organizations.

Introducing *Destination: You*

Destination: You is GlobalFit's groundbreaking corporate wellness program that consistently drives in excess of 50% employee engagement and ongoing participation. This innovative program helps employees get healthier while doing something they WANT to do. It eliminates the hurdles to participation through a combination of automated activity tracking, social networking, team and individual challenges, and incentives.

The *Destination: You* activity tracker uses patented Walk-By Offload™ Technology to capture and timestamp the number of steps and type of activity (walking, running, or other) the participant engages in. That data is then automatically and wirelessly offloaded as the employee walks into the office. This hardware coupled with the SmartChallenges™ community engine leads to the program being something that employees look forward to each day:

- **Easy**
 - Employees just clip the tracker to their shoe and go -- no need to manually record activity amounts or "dock" a device
- **Accurate**
 - The tracker detects the impact of every step, so it captures all activity
- **Motivating**
 - With easy-to-read charts, employees will see how much they're moving and build on that
 - Employees can tap into their competitive side by participating in team and individual challenges
- **Mobile/Social Network Friendly**
 - Travel-themed website takes you on virtual trips and employees can send postcards, link to Facebook or Twitter and lots more
 - Employees who work in environments with no computer access can track their progress on their mobile devices



Effortless Launch and Administration

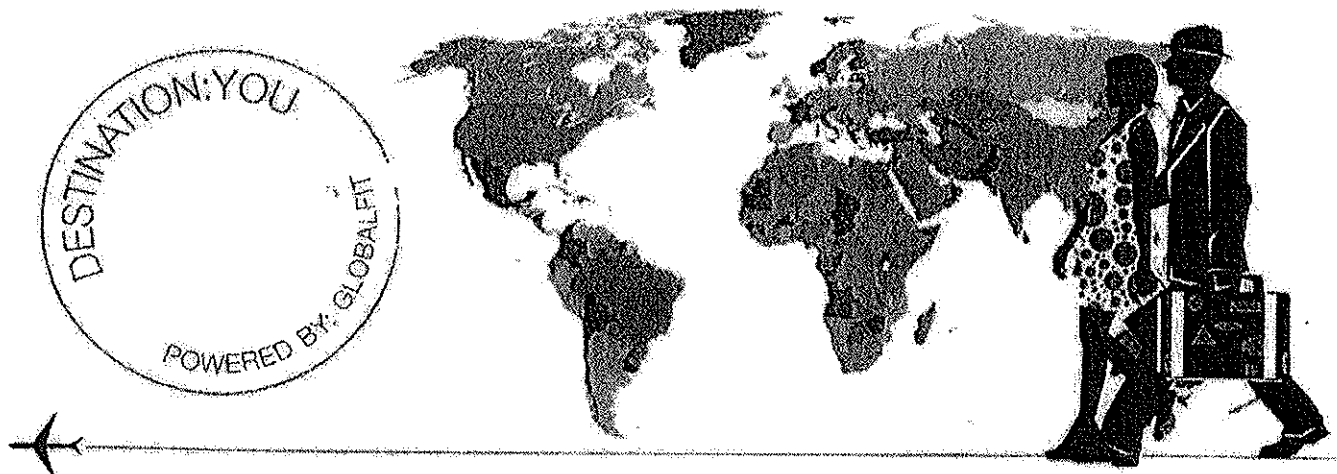
A dedicated Program Strategist will be assigned to you to facilitate a flawless launch and on-going support utilizing the following materials:

- Step-by-step Launch Guide
- Custom Teaser and Launch Emails
- Automated weekly emails to all participants
- Real time reporting including aggregate statistics and individual achievement of goals

Note: To ensure success, GlobalFit suggests an 8 week pre-launch planning process, from contract completion to launch. However, this process can be significantly expedited if IT and marketing deliverables from the client are met in the first 1-2 weeks after contract completion. Please review Addendum A for details about IT requirements and Addendum B for the Standard Implementation/Pre-Launch Timeline.

Pricing Details:

- Trackers are shipped to a centralized Adams County, Client of Gallagher location and distributed via Adams County, Client of Gallagher internal shipping protocol.
- The Monthly ID:Y Access fee will be charged for a minimum of 12 months for both the initial Trackers, and any subsequent Trackers purchased, starting in the month a Tracker is activated.



Addendum A

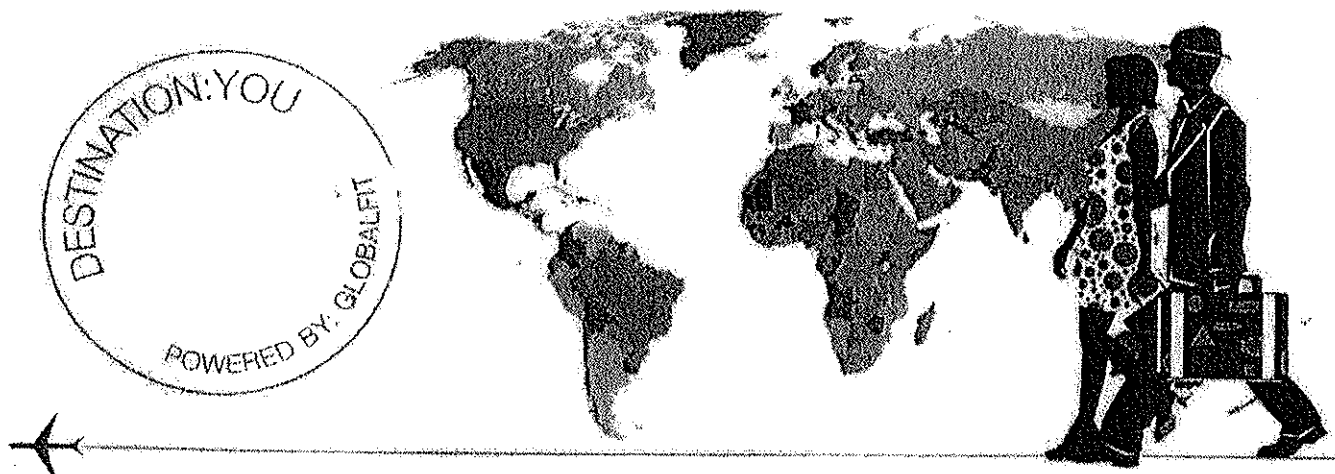
IT Requirements

Destination: You is a web based program that tracks steps and activity for participants wearing a small device and uploads the data wirelessly to a website via a local access point device on your network.

Access points can either be Workgroup Access Points (WAPs), which are USB devices with a small signal amplifier (about the size of a computer mouse) that plug into a standard USB port on a computer with an extended USB cable, or a small USB key that plugs directly into a computer.

In order to communicate to the devices that participants will be wearing (Trackers), a small application must be installed on the computers hosting the Access Points. Instructions will be provided for downloading this application. This client software will require full permission to run through a corporate firewall, if applicable.

An Instruction Manual will be provided with step by step instructions for implementation of WAPs and USB keys. Access Points will be installed and tested prior to launch. Technical assistance will be provided by GlobalFit's launch team during pre-launch implementation period to insure proper installation and operation of trackers and access points.



Addendum B

Implementation/Pre-Launch Timeline

Deliverables due from CLIENT

- ✓ Final access point/tracker count
- ✓ Logo
- ✓ Teaser email content
- ✓ Eligibility File
- ✓ Incentive plan

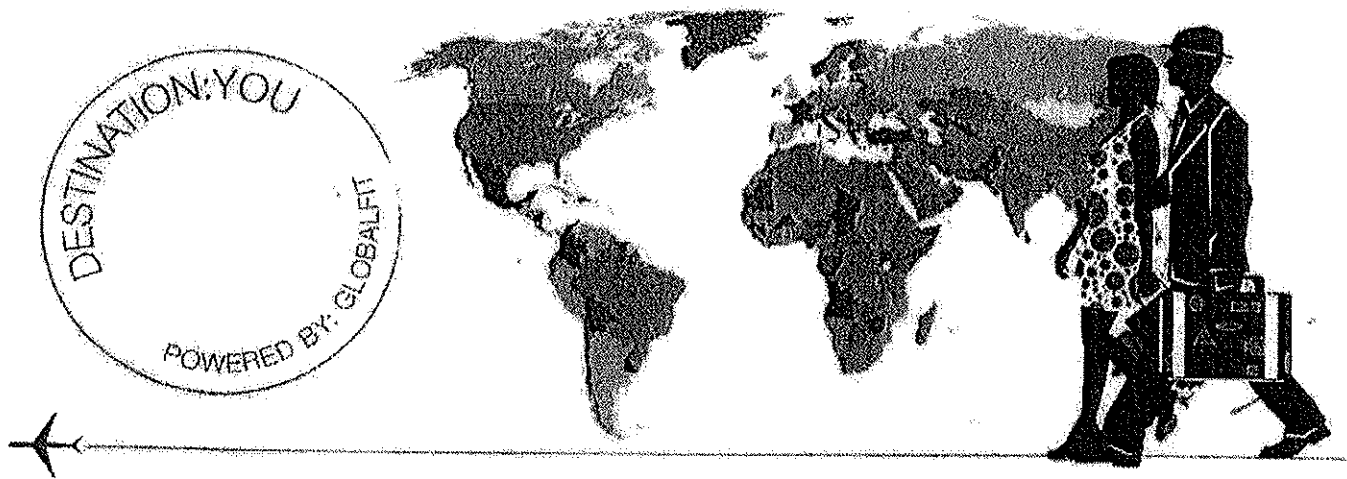
Pre-Launch Timeline

PRE-SALE:

- Pre-sale launch planning/implementation overview
 - Hardware needs (number and location of access points, number of trackers)
 - Technical installation requirements
 - Pre-launch timeline and deliverables
 - Goals, challenges, and incentive plan
 - Program champions/committees
- Confirm contract and payment deadline to meet proposed launch date

L-8 WEEKS:

- CLIENT to send contract and payment (this is needed before GlobalFit can begin ANY work/deliverables below)
- CLIENT to finalize access point and tracker count - send to GlobalFit
- CLIENT Program Champions/Committee and GlobalFit launch planning meeting (scheduled webinar – approximately 1 1/2 hours)
 - DY overview for program champions
 - Overview of goals/ challenge options and best practices
 - Review timeline and deliverable deadlines leading up to launch
 - Discuss marketing and communication plan
 - Discuss launch day best practices and planning
 - Schedule future meeting dates for CLIENT and GlobalFit



L-7 WEEKS:

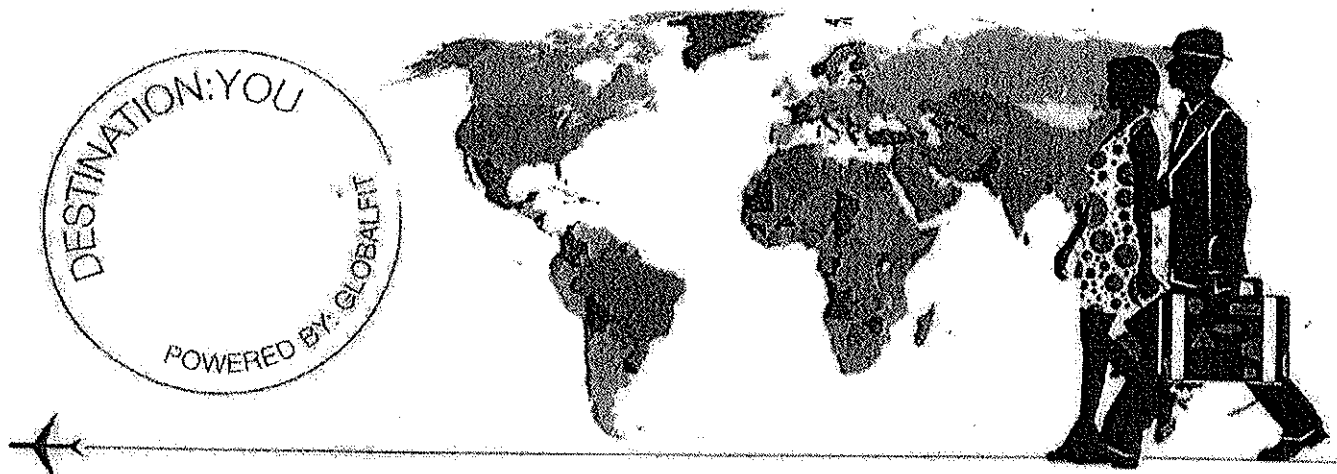
- CLIENT Program Champions/Committee to discuss and plan incentive structure internally
- CLIENT Program Champions/Committee to decide on content for the teaser and launch emails and send to GlobalFit (a template with suggested content is provided by GlobalFit)
- CLIENT Program Champion to send logo to GlobalFit
- CLIENT IT department and GlobalFit to discuss technical requirements (scheduled meeting)

L-6 WEEKS:

- CLIENT Program Champions/Committee to finalize incentive structure for participants and send summary to GlobalFit
- CLIENT and GlobalFit L-6 week check-in (scheduled meeting)

L-5 WEEKS:

- CLIENT Program Champion to send eligibility file to GlobalFit
- GlobalFit to return customized and formatted teaser emails to CLIENT Program Champion



L-4 WEEKS:

- GlobalFit to ship trackers and access points to CLIENT
- GlobalFit to set up and test custom landing page
- CLIENT and GlobalFit L-4 week check-in (scheduled meeting)

L-3 WEEKS:

- CLIENT to send first DY email teaser
- CLIENT to ship trackers and access points to satellite locations

L-2 WEEKS:

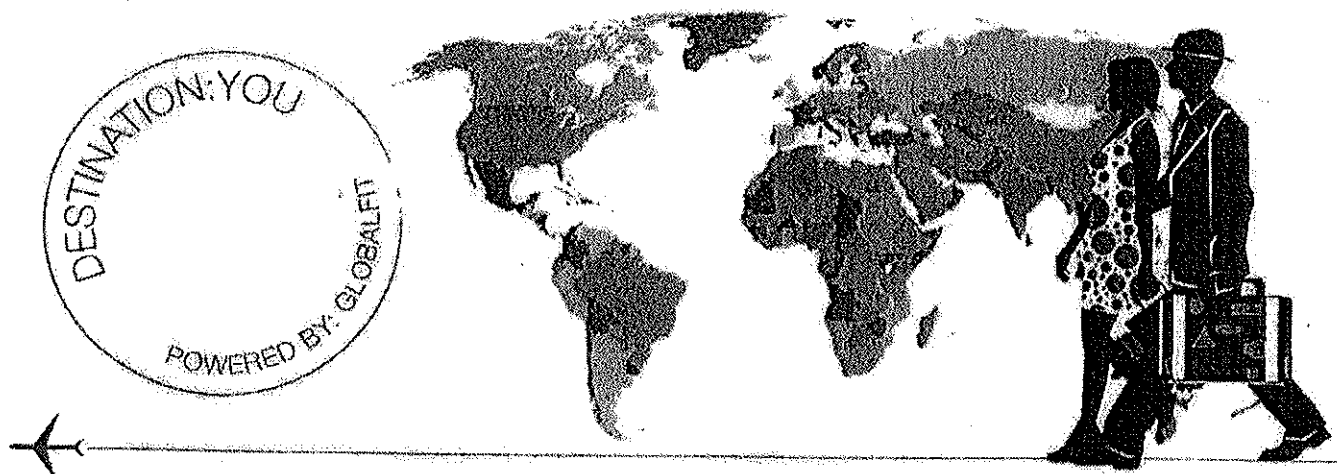
- CLIENT to send second DY email teaser
- CLIENT to install and test access points and trackers with GlobalFit (scheduled meeting)
- CLIENT Program Champions/Committee Administrator Training to include: reports, goals set up, and challenges tools (scheduled meeting)
- CLIENT to register program champions

L-1 WEEK:

- CLIENT to send third DY email teaser
- CLIENT and GlobalFit – final pre-launch meeting (Q&A, confirm preparations for launch are complete, confirm goals and challenges are set up)

LAUNCH WEEK:

- CLIENT to send customized launch email to participants
- LAUNCH!!! CLIENT to distribute Trackers and support materials to participants. Participants begin registering for DY

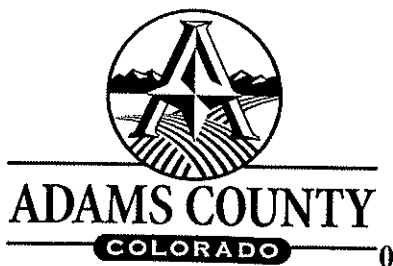


POST LAUNCH:

- CLIENT Program Champions/Committee and GlobalFit debrief meeting **one week** post launch to review successes and issues, current or upcoming initial challenge (scheduled meeting)
- CLIENT Program Champions/Committee and GlobalFit meeting **one month** post launch to review progress, success stories, issues, future (scheduled meeting)
- CLIENT Program Champions/Committee and GlobalFit **quarterly** meetings to review progress, success stories, issues, future planning (scheduled meeting)

CLIENT and GlobalFit Meeting Schedule

- | | |
|---------------------------------|-------|
| ➤ Technical Requirements Review | DATE: |
| ➤ L-6 week check-in meeting | DATE: |
| ➤ L-4 week check-in meeting | DATE: |
| ➤ Install/test access points | DATE: |
| ➤ Administrator Training | DATE: |
| ➤ Final pre-launch meeting | DATE: |
| ➤ One week post launch meeting: | DATE: |



Finance and Information Technology Department
450 South 4th Avenue, Brighton, CO 80601 www.adams.co.us
Phone 303.654.6052 Fax 303.654.6058

MEMORANDUM

To: Board of County Commissioners

Through: Jim Robinson, County Administrator

From: Liz Estrada, Contract Administrator

Date: April 18, 2012

Re: Accept a proposal and award an agreement to GlobalFit to provide Pedometer Walking Program for the Adams County Employees

BACKGROUND: The Adams County Human Resources Department in conjunction with Gallagher Benefit Services, the Adams County Health Insurance Broker, sent out a Request for Proposal on behalf of Adams County. Sonic Boom, FitBug and GlobalFit submitted proposals. After the evaluation process was completed, GlobalFit's pedometer based program had the lowest fee structure and the best customized website. They also provide 20 different challenges, the employee can include family participation using GlobalFit and their program is designed to accommodate large employee groups. The other two companies either provided minimal customization or would charge the county an additional fee. Fitbug did not have a wireless pedometer or receivers. Participants would have to manually calculate their steps and log them into the website. Sonic Boom's monthly fee to the employee was highest of the three companies.

Device	Cost per device	Number of devices	Total Cost
Trackers(pedometers)	\$40.00	595	\$23,800.00
Receivers (WAP)	\$99.95	10	\$999.50
Shipping & Handling		1	\$25.00
			\$24,824.50

Members (employees) will be charged \$2.50 per month for daily website access through GlobalFit.

The Human Resources Department recommends the contract be awarded to GlobalFit for this year's program with the option to renew for three years.

Cost & Source of Funding: 2012 approved budget. Each enrollee pays the monthly fee

Timing: ASAP – Start date May 15, 2012

Interested and/or Involved Parties: Human Resources Department

Agencies, Departments, Offices Coordinated With: Human Resources Department

Recommended/Required Action: The recommendation is that the award be made to the most qualified firm, GlobalFit, in the amount of \$24,824.50.

RESOLUTION TO ACCEPT A PROPOSAL AND AWARD AN AGREEMENT TO GLOBALFIT FOR THE PEDOMETER WALKING PROGRAM.

WHEREAS, GlobaFit submitted a proposal for the Pedometer Walking Program, and,

WHEREAS, GlobalFit agrees to provide the trackers, receivers, and implementation and support services in the amount of \$24,824.50. Employees will be charged \$2.50 per month for daily website access.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado that the award be made to GlobalFit in the amount of \$24,824.50.

BE IT FURTHER RESOLVED that the Chairman is hereby authorized to sign the agreement with GlobalFit, after negotiation and approval as to form is completed by the County Attorney's Office.

MOTION

I move that the Resolution awarding an agreement to GlobalFit, be approved.