

**CONTRACT YEAR 2022 ATTESTATION OF COMPLIANCE AND  
ACKNOWLEDGMENT OF COMPLIANCE OBLIGATION**

**Consolidated Attestation**

ASH Fitness contracts with Medicare Advantage Organizations, Medicaid Managed Care Plans and Qualified Health Plan (“QHP”) Issuers to provide benefits to their members. Because these programs are paid for with federal and/or state tax dollars there are specific compliance requirements that the Medicare Advantage Organizations, Medicaid Managed Care Plans and/or QHP Issuers require ASH Fitness and its contracted fitness centers, fitness studios and YMCAs meet.

To satisfy these requirements, ASH Fitness requires its contracted fitness centers, fitness studios and YMCAs to complete an annual attestation to demonstrate compliance with the below compliance requirements. Please complete this attestation and save in your records as ASH Fitness may request a copy of this attestation at any time. Please also note that this attestation must be kept in accordance with the record retention guidelines in your Fitness Center, Fitness Studio or YMCA Services Agreement.

The below-named individual hereby attests that they have complied with all provisions of the Fitness Center, Fitness Studio or YMCA Services Agreement and the Program Manual including but not limited to:

1. Compliance with Medicare, Medicaid and/or QHP Laws and Regulations: Contracted fitness center, fitness studio and YMCA complies with all applicable Medicare, Medicaid and/or QHP laws and regulations as outlined in their Fitness Center, Fitness Studio or YMCA Services Agreement and Program Manual.
2. General Compliance and Fraud, Waste and Abuse Training: Contracted fitness center, fitness studio and YMCA completes a general compliance and fraud, waste and abuse training program that reflects a commitment to compliance and detecting, preventing, and correcting fraud, waste and abuse. Contracted fitness center, fitness studio and YMCA can complete the General Compliance and Fraud, Waste and Abuse Training that is available on the ASHLink® Web site or a substantially similar training. The training is provided to all persons involved in the administration or delivery of Medicare Part C, Medicaid and/or QHP benefits (including but not limited to the Silver&Fit® program and the Active&Fit® program), within 90 days of hire or contracting, and annually thereafter. Contracted fitness center, fitness studio and YMCA must maintain records of the date, time, attendance, topics, training materials and results of training in accordance with the record retention requirements in their Fitness Center, Fitness Studio or YMCA Services Agreement.
3. Code of Conduct & Ethics Program (inclusive of conflict of interest issues): Acknowledges that ASH Fitness has provided its Code of Conduct & Ethics Program to contracted fitness center, fitness studio and YMCA and has made it available to its employees that interact with members through ASH Fitness. As a reminder, the Code of Conduct and Ethics Program is readily available on ASHLink.
4. Screening for Exclusions from Government Programs: Contracted fitness center, fitness studio and YMCA checks all key employees<sup>1</sup> or contracted persons (including, but not limited to, any new employee, temporary employee, volunteer, consultant, governing body member) involved in the administration or delivery of Medicare Part C, Medicaid, and/or QHP benefits (including, but not limited to the Silver&Fit program and the Active&Fit program) against the List of Excluded

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<sup>1</sup> Key employees include, but are not limited to, front desk staff, fitness instructors, managers, and membership representatives.

Individuals/Entities (“LEIE”) list maintained by the Office of the Inspector General (“OIG”), the System for Award Management (“SAM”) list maintained by the General Services Administration (“GSA”) and any state published Medicaid exclusion lists (collectively “Exclusions Lists”) prior to hire or contracting and monthly thereafter. If contracted fitness center, fitness studio or YMCA finds any key employees or contracted persons as defined above on the Exclusion Lists, the contracted fitness center, fitness studio and YMCA must notify ASH Fitness immediately of such finding. For more information on how to access the Exclusion Lists mentioned above, please refer to the Exclusion Checks Guide on ASHLink.

5. Record Retention: Contracted fitness center, fitness studio and YMCA retains records related to the items noted above and, as applicable, for the services it provides under their Fitness Center, Fitness Studio or YMCA Services Agreement in support of ASH Fitness' contracts with Medicare Advantage Organizations, Medicaid Managed Care Plans and QHP Issuers for ten (10) years from the final date of the final contract period of the contract entered into between ASH Fitness and Contracted Fitness Center, Fitness Studio and YMCA.
6. Offshoring: Contracted fitness center, fitness studio and YMCA attests that it does not send, store or transmit protected information (e.g. Member Personal Information) outside of the United States of America or its territories.

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Signature of Contracted Fitness Center, Fitness Studio or YMCA Owner/Manager      Date

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Please Print or Type Name of Signing Owner/Manager

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Name of Contracted Fitness Center, Fitness Studio or YMCA

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Address of Contracted Fitness Center, Fitness Studio or YMCA