

## EXHIBIT-A

To Agreement by and between  
County of Monterey, hereinafter referred to as “County”  
AND  
LifeSpeak, Inc., hereinafter referred to as “CONTRACTOR”

### Scope of Services / Payment Provisions

#### A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

A.1.1 CONTRACTOR shall provide **Total Experience** Wellbeats Wellness package for 5,400 County of Monterey full-time and part-time employees. Package includes:

1. Wellbeats Wellness Content Library and services
  - a. Member portal and apps
  - b. Class content and programs
  - c. Marketing support
  - d. Client and member support
2. Consistent Global and Domestic Employee PEPM (Per Employee Per Month)
3. Wellbeats Onsite
4. Mental Health Select Health Library by LifeSpeak Mental Health & Resilience
5. Clinical Nutrition Library by Launch My Health
6. Launch My Health Live Classes

A.1.2 CONTRACTOR shall provide Innovative and Customized Technology that includes:

- Reliable, easy to use, high-quality video streaming
- Accessibility through industry-leading technology with mobile apps (iOS, Android, Windows, Apple TV, Chromecast, Airplay, Roku) or HTML 5 website portal
- Recommendation engine that personalizes and curates content based on interests and behaviors
- Customizable programs promote goal setting, progress tracking, and engagement
- Social community feature that enables members to schedule a class, view their schedule, add to their calendar, send reminders, and invite others to join
- Adherence to key compliance and security regulatory standards including HIPAA, SOC2, GDPR, and WCAG 2.0

- A.1.3 CONTRACTOR shall provide Streaming Content and Expert Programming to include:
- Extensive library with over 1,200 fitness, nutrition, and mindfulness classes available for all ages, interests, and ability levels
  - Diverse team of 60+ authentic, approachable, and credentialed experts
  - High-quality production that promotes a safe, consistent, and family-friendly content experience
  - Goal-based menu options including 60+ programs each geared to help members stay on track, meet their wellness goals, and live happier & healthier lives
  - LifeSpeak Inc.'s Wellbeats Wellness Virtual Solution (on-demand digital fitness and wellness solution with personalized user journey, LifeSpeak Mental Health & Resilience content (on-demand digital expert-led micro-learning content covering all major wellbeing topics); plus, the launch of My Health Nutrition content (educational programs focused on the impact of nutrition on physical health and mental wellbeing).
- A.1.4 CONTRACTOR shall provide expert-led support with rich and engaging content addressing sensitive and complex topics in actionable steps to improve employees' wellbeing, including mental and physical health. This total wellbeing solution will be delivered securely and with privacy on any device. In addition, LifeSpeak, Inc., will help the Employee Wellness Program (Health Promotion) team maximize enrollment and put together tips to support delivering organization-wide employee engagement and sign-ups.
- A.1.5 CONTRACTOR shall make the content available to the members twenty-four (24) hours a day, seven (7) days a week, except for planned downtimes that may occur during scheduled maintenance windows that can last up to eight hours. Contractor is not responsible for any unavailability caused by circumstances beyond reasonable.
- A.1.6 CONTRACTOR shall provide marketing and reporting to enhance well-being programs such as turn-key, monthly themed marketing kits, ongoing product enhancements, new class releases, best practice updates, automated push notifications and content delivery to users, robust measurement and reporting, and strategic engagement support.
- A.1.7 CONTRACTOR shall waive one time set up fee and provide discounted monthly rate.

**B. PAYMENT PROVISIONS**

**B.1 COMPENSATION/ PAYMENT**

County shall pay an amount not to exceed **\$274,104** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

LifeSpeak, Inc.			
Professional Services (Same each fiscal year)	Timeline	Cost Per Employee Per Month (PEPM) 5,400 County employees	Total Cost (per FY)
<ul style="list-style-type: none"> <li>• Marketing and reporting to enhance well-being programs such as turn-key, monthly themed marketing kits, ongoing product enhancements, new class releases, best practice updates, automated push notifications and delivery of content to users, robust measurement and reporting, and strategic engagement support, and a client success manager for ongoing strategy and support (post-launch training focused on best practices to drive engagement).</li> <li>• Digital Streaming Services</li> <li>• Total Experience Package                             <ul style="list-style-type: none"> <li>○ LifeSpeak Inc. Wellbeing Suite:                                     <ul style="list-style-type: none"> <li>• Wellbeats Wellness Virtual Solution</li> <li>• LifeSpeak Mental Health &amp; Resilience</li> <li>• My Health Nutrition Content</li> </ul> </li> </ul> </li> <li>• Innovative and Customized Technology                             <ul style="list-style-type: none"> <li>• Reliable, easy to use, high-quality video streaming</li> <li>• Accessible through industry-leading technology with mobile apps (iOS, Android, Windows, Apple TV, Chromecast, Airplay, Roku) or HTML 5 website portal</li> <li>• Recommendation engine personalizes and curates content based on interests and behaviors</li> <li>• Customizable programs promote goal setting, progress tracking, and engagement</li> <li>• Social community feature enables members to schedule a class, view their schedule, add to their calendar, send reminders, and invite others to join</li> <li>• Wellbeats Wellness adheres to key compliance and security regulatory standards including HIPAA, SOC2, GDPR, and WCAG 2.0</li> </ul> </li> <li>• Streaming Content and Expert Programming                             <ul style="list-style-type: none"> <li>• Extensive library that includes over 1,200 fitness, nutrition, and mindfulness classes available for all ages, interests, and ability levels</li> <li>• Diverse team of 60+ authentic, approachable, and credentialed experts</li> <li>• High-quality production that promotes a safe, consistent, and family-friendly content experience</li> <li>• Goal-based menu options including 60+ programs each geared to help members stay on track, meet their wellness goals, and live happier &amp; healthier lives</li> <li>• LifeSpeak Inc.'s Wellbeats Wellness Virtual Solution (on-demand digital fitness and wellness solution with personalized user journey, LifeSpeak Mental Health &amp; Resilience content (on-demand digital expert-led micro-learning content covering all major wellbeing topics); plus, the launch of My Health Nutrition content (educational programs focused on the impact of nutrition on physical health and mental wellbeing).</li> </ul> </li> </ul>	FY 2023-2024	2023-2024 \$2.73 pepm	\$176,904
	FY 2024-2025	2024-2025 \$.75 pepm	\$48,600
	FY 2025-2026	2025-2026 \$.75 pepm	\$48,600.00
<i>Not to exceed amount</i>			\$274,104.00

There shall be no travel reimbursement allowed during this Agreement. CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

## **B.2 CONTRACTORS BILLING PROCEDURES**

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

**DISALLOWED COSTS:** CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Invoices shall be submitted in duplicate to the following:

County of Monterey Health Department  
Public Health Finance  
1270 Natividad Road  
Salinas, CA 93906  
(831) 755-4500  
[phfiscal@co.monterey.ca.us](mailto:phfiscal@co.monterey.ca.us)

County of Monterey Health Department  
ATTN: Vilma Andari  
1441 Schilling Place-South 1<sup>st</sup> Floor  
Salinas, CA 93901  
(831) 796-2864 [412-](tel:412-796-2864)  
[andarive@co.monterey.ca.us](mailto:andarive@co.monterey.ca.us)

Invoices shall:

- a) Be prepared on Contractor letterhead. An authorized official, employee, or agent certifying that the expenditures claimed represent services performed under this contract must sign invoices.
- b) Bear the Contractor's name as shown on the Agreement.
- c) Be submitted monthly.
- d) Identify the billing and/or performance period covered by the invoice.
- e) Itemize costs for the billing period in the same detail as indicated in the scope of services in the Agreement. Reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this Agreement and approved by the County of Monterey.