

Revised  
GSA Fitness Center Services Policy

SUBJECT: Fitness Center Services Policy

1. **PURPOSE:** This document replaces the previous Fitness Center Services Policy. It outlines the role of customer agencies and GSA in establishing, operating and maintaining Fitness Center (FC) services in GSA-controlled buildings. Federal agencies have the authority to provide health and wellness programs for the benefit of their employees in accordance with the policies and guidance listed below. Contractors are not federal employees, and therefore, may not use an agency-financed and operated FC.

The tenant agency determines the FC requirements and is responsible for all equipment costs. GSA only assists with the build-out of the space and guiding the tenant agency or agencies through the process of establishing an FC. However, when GSA is a tenant in a building and will be sharing Joint-Use (JU) of the FC space, it should participate in the tenant-led FC Committee (Committee), if applicable, requirements development, and may assist with equipment purchasing.

2. **AUTHORITY:** Authority to establish and operate physical fitness programs and facilities designed to promote and maintain federal employee health:
  - a. [5 U.S.C. § 7901. Health Service Programs](#)
  - b. [41 CFR 102-79. Elements Federal Agencies must address when establishing fitness programs](#)
3. **GUIDANCE & TOOLS:**
  - a. [Comptroller General Decision B-240371](#) (dated January 18, 1991), noting exception to 5 U.S.C. § 5946.
  - b. [GSA Pricing Desk Guide](#). See pricing standards for Owned and Leased JU space.
  - c. [Sample Fitness Center Tenant Agency Memorandum of Agreement\\*](#)
  - d. [Sample Fitness Center Waiver and Consent Form\\*](#)

\* Consult Regional Counsel before using these documents
4. **ESTABLISHMENT:**
  - a. Joint Use Fitness Centers (JUFCs)

Once agencies have established a need for a FC, a Committee should be established and a chairperson designated. The Committee should consist of a representative from each participating agency that has the authority to represent the agency in negotiations that may have a financial impact on said agency. A Memorandum of Agreement (MOA) should be developed between participating agencies to detail and assign responsibilities as described below in the Operation section of this document. At a minimum, the MOA should address:

- i. **FC Management** - To minimize risk to GSA, all JUFCs must be managed by an entity other than GSA. This means that there must be a non-GSA organization/operator (Operator) in charge of overseeing day-to-day operations for the FC. An Operator can be a third-party Contractor hired by the Committee (i.e., Federal Occupational Health (FOH) or a commercial contractor), an individual agency, or the Committee itself (not including GSA).

**FC Staffing** - Although FCs must be *managed* by an Operator, they are not required to be *staffed*. This means that the Operator might not be required to have staff onsite/physically present at the FC during hours of operation. The Tenant Committee must decide whether the FC will be staffed or non-staffed.

- ii. The Pay Structure - The Pay Structure refers to how tenant agencies will pay for all associated operational expenses of the FC. The MOA should detail how agencies will share costs and responsibilities and who will initiate and pay for the RWA including custodial costs (if applicable), equipment purchases, repairs, and maintenance, above standard services, etc.

Charges for “Other Services”, such as contracted FC management, exercise classes, towel or water services, and above standard custodial duties (see attachment 1) are the responsibility of individual members through dues, or are allocated to each agency having access to the FC. The funding for “Other Services” is determined by the MOA agreed upon by the FC Committee.

- iii. Fee Structure - If FC users will be charged fees through membership, the MOA should address the fee, how it will be collected, and how users will be charged.
- iv. Compliance - All parties must agree to comply with all applicable federal regulations, rules and policies, including those of the facility housing the FC. In the event of an emergency, the FC may be subject to access restriction or closure consistent with these requirements.

The Committee must present the draft MOA to the GSA Facility Manager for review prior to execution. Before approving the draft MOA, the Facility Manager should review the MOA with the GSA Regional FC representative to ensure that critical FC management needs (i.e., Managing Operator, operational expenses, equipment, etc.) are addressed and to discuss and coordinate requirements, planning and design of the new FC. Following the approval of the GSA Facility Manager each Committee member should present the MOA to their respective manager (who has signature authority for final execution) for approval. Once completed and approved by all parties, a copy of the signed MOA must be provided to the GSA Facility Manager.

The size and scope of the FC services should be based on the willingness and ability of the participating agencies to pay for the space, equipment, contractor support and ongoing operational expenses. Federal Occupational Health (FOH) fitness experts can perform comprehensive analyses to assist agencies in assessing whether proposed FC space will be adequate for projected population needs. Once space has been designated, FOH can develop exercise programs and equipment space plans that consider participant flow and equipment utilization. FOH can also offer assistance to groups of agencies that want to create a single FC for multiple agency participants.

b. FC Rent Charges

Rent is charged to all federal tenants in the building, facility, or designated community directly in proportion to each agency’s percentage of federal occupancy. The JU Rent charge consists of shell rent, operating rent (which includes utilities and standard custodial costs), and amortized tenant improvements. FCs are typically designated as JU space and the rent charges are reflected in the JU Charges line of the rent bill. JU charges apply whether or not employees of the tenant agencies elect to use the JU amenity. If a FC is for the exclusive use (assigned FC space) of a single tenant agency, then the Rent is passed entirely onto that tenant agency as its assigned usable space.

5. OPERATION:

**Table 1: All FCs operating in GSA-controlled buildings must meet the following requirements:**

Requirement	Who Is Responsible (Either/Or)	Funding Source
Have controlled and secure access at the point of entry to FC services. Limiting FC access to those who have building access is not sufficient. Contractors may not use an agency financed and operated FC.	<b>Non-staffed FC:</b> GSA responsible for installing an access control system (i.e. Key card control, combination pad, etc) at the request of the tenant Agency or FC Committee.	RWA
	<b>Staffed FC:</b> FC Contractor or Committee oversees admittance (i.e. front desk personnel checking participants into the facility).	FC Contract

Post signage advising participants that “All Fitness Center Activities Are At Your Own Risk. GSA assumes no liability for accidents or thefts that may occur in FC space.”	FC Committee  <b>OR</b>  FC Contractor	RWA    FC Contract
Provide a telephone or another emergency calling system adjacent to physical activity areas	GSA	RWA
Use informed consent statements to advise of the benefits and risks of participation, screenings, evaluations and fitness testing, and physical activity. Examples can be found at: <a href="#">Sample Fitness Center Waiver and Consent Form</a>	FC Committee  <b>OR</b>  FC Contractor	FC Committee    FC Contract
Post or distribute fitness facility rules and regulations to participants.	FC Committee  <b>OR</b>  FC Contractor	FC Committee    FC Contract
Post manufacturers' instructions for all equipment.	FC Committee  <b>OR</b>  FC Contractor	FC Committee    FC Contract
Provide a fitness facility orientation and review manufacturers' written instructions on how to safely use the facility and equipment	FC Committee  <b>OR</b>  FC Contractor	FC Committee    FC Contract
Post warning signs that identify dangerous physical symptoms to watch for during exercise (for example, nausea, dizziness, and pain in chest) and relevant risks associated with the use of specific equipment.	FC Committee  <b>OR</b>  FC Contractor	FC Committee    FC Contract
Maintain an equipment inventory. Ensure and document ongoing inspection, maintenance, and repair of the fitness facility and equipment, and remove any broken or unsafe equipment in accordance with GSA Excess/Disposal Facility Process.	Equipment owner (FC Committee or agency)    <b>OR</b>    FC Contractor	Process and costs funded by the agency that owns the equipment or by the FC Committee (as outlined in the MOA) if all agencies contributed to purchase of equipment.    Funded through FC Contract except for excessing old equipment, which is the responsibility of the equipment owner(s).

At a minimum FCs must meet the requirements outlined in Table 1, but it is highly recommended that FCs utilize a contracted fitness management company to operate the facility and ensure compliance with this policy.

For further information on health and fitness facility standards and resources, please see the following links:

1. [The American College of Sports Medicine](#)
2. [OPM Employee Health Services Handbook](#)
3. [Sample Fitness Center Waiver and Consent Form\\*](#)

\* Consult Regional Counsel before using this document

6. **EQUIPMENT PURCHASE AND MAINTENANCE:** The purchase of equipment is the responsibility of the participating agency or agencies. For JUFCs, equipment purchasing is not included in the GSA JU charges and should be addressed in the FC MOA. Equipment may be acquired through individual

agency procurements or through the FC Committee. GSA may assist in procurement of equipment through an RWA (See [GSA RWA Policy](#)). The use of Federal Supply Schedules to purchase equipment specifically designed for commercial use is strongly recommended. Commercial-Use equipment is also available for lease or may be listed on the government surplus list.

Equipment maintenance should be addressed by the FC committee through the MOA, including establishing a schedule and procedures for maintaining equipment through a warranty or an equipment maintenance contract. The equipment owner(s) is responsible for maintenance and it is highly recommended that an equipment maintenance log be kept.

- 7. **LIABILITY AND RISKS ASSOCIATED WITH PHYSICAL FITNESS PROGRAMS:** Providing health and fitness activities for employees is not without risk to agencies, contractors or employee organizations responsible for providing physical fitness programs, fitness equipment vendors, and private health clubs. Although many accidents can be prevented through adequate supervision, staff training, appropriate screening procedures, and proper facility and equipment maintenance, an employee may still sustain personal injury. Depending on the particular facts and circumstances, an employee who is injured while engaging in physical fitness activities may bring claims against the United States under the Federal Employees' Compensation Act and the Federal Tort Claims Act and against non-federal groups for personal injury. To minimize risk to GSA, all FCs in GSA-controlled space must be managed, preferably by FOH, a Tenant Committee/Employee Association, or a third-party vendor. When contracting with non-federal groups, agencies must require that the vendor carry general liability insurance.

Agencies are also encouraged to use waivers and informed consent forms for participation in agency-sponsored fitness facilities or events. Although these waivers and informed consent forms generally will not absolve an agency from liability for its own negligence, they are useful in outlining the terms and conditions for using the facilities or participating in events, informing the participant of the risks, and limiting liability exposure. Agencies are strongly encouraged to consult with their Office of General Counsel to determine the need for a waiver or other informed consent form and to make sure that the waiver or form conforms to all applicable laws.

**Table 2: Four potential operational scenarios for JU space FCs**

To minimize risk to GSA, unmanaged FCs are not allowed.

Operational Scenario	(a) Equipment Purchase (b) Maintenance	(a) Staffing (b) Access Control	(a) Custodial (b) Membership Fees
<b>Managed by Federal Occupational Health (FOH)</b>	(a) Assists agencies in designing the FC and procuring the appropriate types and amount of equipment and provides equipment maintenance resources.  (b) These services are provided by FOH for a fee. For more information see <a href="http://www.foh.hhs.gov">www.foh.hhs.gov</a>	(c) Provides highly qualified, fully certified staff for group fitness classes, instruction on equipment usage, and front desk access control to ensure only authorized users access the FC.  (d) Provides and manages liability waivers and membership applications.	(a) Provides above standard cleaning services such as floor to ceiling mirrors, shower curtains, shower gel, and equipment as part of the agreement with the fitness contractor.  (b) FOH can collect employee membership dues; however, they must either operate using 100% tenant agency funds or 100% employee membership dues but not both. FOH is reimbursed for staffing and management by the tenant agencies using the FC.

<p><b>Managed by FC Committee or an Employee Association</b></p>	<p>(a) Purchase equipment as outlined in the FC MOA (i.e., through agency RWA to GSA).</p> <p>(b) Establish equipment maintenance schedule and/or contract.</p>	<p>(a) Staffed FC: Minimum staffing would require personnel at front desk for access control. Additional staffing recommended for equipment instruction as well as persons trained to respond to medical emergencies.</p> <p>(b) Non-staffed FC: If no staff onsite then key card access control is required allowing individuals access only after signing liability waiver. It is recommended that employee associations contract with a qualified fitness company for the staffing and management of the FC.</p>	<p>(a) Due to the expertise required in this area, building custodial staff is unable to perform above standard/specialized cleaning requirements (see attachment I) for FC equipment and therefore this must be done by a separate qualified Contractor. Non-technical, above standard cleaning such as providing shower curtains, shower gel, etc. can be accomplished through an RWA.</p> <p>(b) Employee associations may collect membership dues from individual employees for the operational costs of FC.</p>
<p><b>Managed by Third-Party Contractor</b></p>	<p>(a) Can assist agencies in designing the FC and procuring the appropriate types and amounts of equipment.</p> <p>(b) Contract should stipulate that the contractor must maintain and replace equipment as needed.</p>	<p>(a) Staffed FC: Provides highly qualified, fully certified staff for group fitness classes, instruction on equipment usage, and front desk access control to ensure only authorized users access the FC.</p> <p>Non-staffed FC: Contractor manages the FC overall, but does not have full-time personnel onsite to oversee the space.</p> <p>(b) Staffed FC: Minimum staffing would require personnel at front desk for access control. Provides and manages liability waivers and membership applications.</p> <p>Non-staffed FC: If no staff onsite then key card access control is required allowing individuals access only after signing liability waiver.</p>	<p>(a) Provides above standard cleaning services such as floor to ceiling mirrors, shower curtains, shower gel, and equipment as part of the fitness contractor.</p> <p>(b) Contractor collects employee membership dues, usually on a recurring monthly basis.</p>

<b>Managed by A Single Tenant Agency (i.e. sole tenant, lead or anchor tenant)</b>	<p>(a) Tenant agency purchases equipment and establishes a maintenance schedule as outlined in FC MOA.</p> <p>(b) GSA may assist in procurement of equipment through an RWA, however maintenance and documentation of services for equipment must be managed by participating tenant agencies as outlined in the FC MOA.</p>	<p>(a) Minimum staffing would require personnel at the front desk for access control. Additional staffing recommended for equipment instruction as well as persons trained to respond to medical emergencies.</p> <p>(b) If an agency does not provide staffing then access control measures must be in place to limit only authorized employees the use of FC after they sign a liability waiver.</p>	<p>(a) Due to the expertise required in this area, building custodial staff is unable to perform specialized cleaning requirements (see attachment 1) for FC equipment and therefore this must be done by a separate qualified Contractor. Non-technical, above standard cleaning such as providing shower curtains, shower gel, etc. can be accomplished through an RWA.</p> <p>(b) Federal agencies are not allowed to collect membership dues from their employees except in special circumstances. See OPM's guidance.</p>
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#### 8. ATTACHMENT 1: ABOVE STANDARD CUSTODIAL SERVICES

Refer to the current custodial contract of the building where the FC is or will be established to identify standard and above standard cleaning services (for new custodial services see [The National Custodial Specification](#)).

- a. Standard Custodial Services - Cleaning standards for FCs are to be in accordance with the cleaning and disinfection requirements of the custodial contract of the building. Standard custodial services for JUFs are paid for through JU charges to the tenant agencies in the building.
- b. Above Standard Custodial Services - Above standard custodial services must be provided by a company experienced in the specialized cleaning and disinfection requirements of a fitness facility (i.e. cleaning pulleys and moving parts of fitness equipment or moving fitness equipment such as treadmills to clean underneath). Above standard cleaning refers to tasks that are not included in the building's standard custodial service contract, thus, a system for providing and paying for them needs to be described in the FC MOA. If the FC is managed by FOH or a third-party FC Contractor, it is generally best to incorporate above standard cleaning services into the FC contract. If the FC is managed by a Committee and an RWA will be utilized for above standard cleaning services the MOA must specify who will initiate and pay for the RWA.

Due to the expertise required in this area, some custodial contractors are unable to perform specialized FC cleaning services; therefore, a separate custodial contractor may be required. The GSA Facility Manager should review any additional planned cleaning services to ensure it adequately addresses the cleaning and disinfection needs of the space.

Examples of above standard cleaning service may include:

- Maintenance of group fitness room floor- if wood will require periodic stripping, buffing, and waxing
- Cleaning, disinfecting, and dusting fitness equipment to include free weights, machines, mats, steps, balls etc.
- Cleaning and disinfecting under equipment such as cardio-vascular equipment, free weights, and circuit machines
- Cleaning and disinfecting FC floor to ceiling mirrors where ladders are required
- Cleaning and disinfecting inside lockers
- Providing shower gel
- Providing cloth towel service