

CONSULTANT: Navigate Wellness, LLC,  
d/b/a Navigate Wellbeing Solutions

CONTACT PERSON: Troy W. Vincent

ADDRESS: 140 S. 68<sup>th</sup> St., Suite 2200  
West Des Moines, Iowa 50266

FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 27-2536219

TELEPHONE/FAX NUMBER: (888) 282-0822

COUNTY DEPT: Central Human Resources

DEPT. CONTACT PERSON: Rhea Reynolds, HR Director

TELEPHONE/FAX NUMBER: Ph: (425) 388-3932 / Fax: (425) 388-3579

PROJECT: Digital Wellness Platform

AMOUNT: Not to Exceed \$200,000

FUND SOURCE: 508.5127304620

CONTRACT DURATION: Two (2) years from execution of the  
Agreement unless extended or renewed  
pursuant to Section 3 hereof

AGREEMENT FOR PROFESSIONAL SERVICES

THIS SERVICE AGREEMENT (“Agreement”) is made by and between Navigate Wellness, LLC, d/b/a Navigate Wellbeing Solutions (“Navigate Wellness”), an Iowa limited liability company, and SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”). Navigate Wellness and Snohomish County shall collectively be referred to herein as “Parties” and individually as “Party.”

**RECITALS**

- A. Navigate Wellness provides wellness education, wellbeing initiatives, health challenges, competitive events, and tracking services through online, web-based tracking tools and related technology and distributes and licenses said products to third parties for use by their employees and participants. The scope of services is defined in Schedule A attached hereto and by this reference made a part hereof. This Agreement is the product of County RFP-23-016JM Digital Wellness Platform;
- B. The County provides employee wellness programs, as set forth in RCW 41.04.362, to its Participants;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises contained herein, the Parties agree as follows:

## 1.0 SERVICES

**1.1** Navigate Wellness hereby licenses to the County the non-exclusive right to use the Navigate Programs set forth and described in Schedule A attached hereto (the “**Navigate Programs**”) for use by the County’s Participants (the “**Participants**”). A Participant is a County employee that has elected to opt-in to the Navigate Programs. Navigate Wellness will also provide the services related to the Navigate Programs as described in Schedule A (“the **Services**”). The license granted to the County under this Section shall not include or apply to any part of any service or program of Navigate Wellness that is not expressly included and described in Schedule A. The County is prohibited from rebranding the Navigate Programs or from sublicensing or selling the Navigate Programs to third parties. Navigate Wellness retains all right, title and interest in and to the Navigate Programs.

## 2.0 CUSTOMER DUTIES

**2.1** The County shall purchase as set forth in Schedule A (subject to Schedule A’s designation of Excluded Features) and use the Navigate Programs only in a manner consistent with the terms and conditions of this Agreement and such use shall be limited solely to use of the Navigate Programs by the County’s Participants. The County shall provide complete and accurate information regarding eligible employees as requested by Navigate Wellness, necessary for Navigate Wellness to perform the Navigate Programs and to perform its obligations under this Agreement. Information provided by the County includes the following for each employee that has elected to receive information about Navigate Programs: full name, department, ID number, County email, and County issued alias. The County represents and warrants that any information, deliverables, or other items provided to Navigate Wellness for use in the promotion or implementation of the Navigate Programs do not and will not violate or infringe upon the intellectual property right or any other right whatsoever of any person or entity. Subject to Section 10.15, the County shall only provide information regarding the Navigate Programs to third parties as agreed to by Navigate Wellness. The County shall not make any representations, warranties, claims, guarantees, or commitments with respect to the Navigate Programs in addition to, inconsistent with, or beyond those that have been agreed to by Navigate Wellness. The County agrees to defend and hold harmless Navigate Wellness from any claim relating to the inaccuracy or misleading nature of any information or content provided by the County for use or incorporation into the Navigate Programs or the Website (“**Customer Content**”), any claim relating to the infringement of the County Content of any intellectual property of any third party, or any claim relating to any representation, warranty, guaranty or similar claim or other commitment with respect to the Navigate Programs made by the County that are additional to or inconsistent with any existing representation, warranty, guaranty or similar claim or commitment in this Agreement or any other written documentation provided by Navigate Wellness to the County. Navigate Wellness shall not receive from the County any indemnification, defense, or hold harmless for claims related to alleged or actual violations of chapter 19.373 and 19.86 RCW.

## 3.0 TERM AND TERMINATION

**3.1** This Agreement shall commence upon mutual execution by the Parties (the “Effective Date”). The Navigate Programs will begin on the Effective Date or the portal launch date, whichever comes first, and shall continue for two (2) years thereafter PROVIDED, HOWEVER, that the County’s obligations after December 31, 2024, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law, unless terminated earlier pursuant to any of this Agreement’s express

provisions (the “**Initial Term**”). Following the Initial Term, this Agreement may be extended or renewed for up to two (2) additional two (2) year terms, at the sole discretion of the County, by written notice from the County to Navigate Wellness, subject to the same terms and conditions unless either Party provides the other Party with at least ninety (90) days written notice before the expiration of the then current term stating its intention to modify or terminate the Agreement effective as of the date of expiration of the then current term, in which case the receiving Party shall have sixty (60) days to accept the terms offered, negotiate mutually acceptable alternative terms or acknowledge cancellation of the Agreement at the end of the current term (each a “**Renewal Term**” and together with the Initial Term, the “**Term**”).

**3.2** Either Party may terminate this Agreement at any time in the event of a material breach of this Agreement by the other Party if such a breach is not cured within thirty (30) days of delivery to the breaching Party of written notice describing such breach to the other Party.

**3.3** Either Party may immediately terminate this Agreement by giving written notice to the other Party if: (a) the other Party becomes insolvent or has a petition brought by or against it under the bankruptcy or insolvency laws of any jurisdiction; (b) the other Party makes an assignment for the benefit of creditors; or (c) if a receiver, trustee or similar agent is appointed with respect to any property or business of the other Party. The County may terminate this Agreement upon thirty (30) days written notice in the event of non-appropriation of funds necessary for this specific purpose.

**3.4** Further, either Party may terminate this Agreement without cause upon thirty (30) days written notice in accordance with the notice provisions set forth in Section 10.7 of this Agreement.

**3.5** Upon termination or expiration of this Agreement, the County and its Participants shall have no further access to the Navigate Programs and shall immediately cease use of any Navigate Programs, Navigate Marks and content provided. Within 30 days of termination or expiration, Navigate Wellness will provide final reports to the County using the Navigate standard reporting forms reflecting final activity of the Navigate Programs. Further and as permissible by law, Navigate Wellness shall certify to County the destruction of any County Data within the possession or control of Navigate Wellness, but such destruction shall occur only after the final reports have been returned to County. This Section shall survive the termination of this Agreement.

**3.6** Upon termination or expiration of this Agreement, (a) all rights, licenses and authorizations granted by Navigate Wellness to the County shall immediately terminate and the County and its Participants shall cease using any Navigate Programs, (b) the County shall cease using or distributing any materials relating to the Navigate Programs or which use or refer to any Navigate Mark, and (c) subject to applicable records retention requirements, the County shall immediately return or destroy all Confidential Information of Navigate Wellness in the possession of the County.

**3.7** Earlier termination of this Agreement by the County pursuant to Section 3.4 will result in the County paying, within thirty (30) days from termination date, seventy-five percent (75%) of the remaining monthly fees or flat fees that would have been payable by the County under Section 4.0 if the terminated Service(s) had been provided until the end of the Term.

#### **4.0 PRICE, PAYMENT AND PERFORMANCE AND SECURITY GUARANTEES**

**4.1** Prices and fees for the Navigate Programs and Services and any additional payment requirements shall be as set forth in Schedule A attached hereto.

**4.2** After the Initial Term, Navigate Wellness may request increase of pricing and fees by providing the County with ninety (90) days written notice of the new prices and fees and increases will only go into effect upon execution of written amendment to Schedule A.

**4.3** Navigate Wellness will commence invoicing the County for the Navigate Programs and Services as outlined in Schedule A. The invoicing of the monthly portal fee, whether Per Eligible Per Month (“PEPM”) or flat fee, will commence the Effective Date. The County is obligated to pay PEPM based on minimum commitment of 3,000 eligible lives as set forth in Schedule A. Subject to the terms and conditions hereof, the County shall pay invoices received from Navigate Wellness within thirty (30) days of the date of receipt by the County of such properly executed invoice. Notwithstanding any provision in this Agreement to the contrary, and in addition to any other remedies available to Navigate Wellness, Navigate Wellness may cease providing Navigate Wellness Programs under this Agreement if any invoice remains unpaid in full sixty (60) days after receipt by County. Navigate Wellness shall not be obligated to commence Navigate Programs until all invoices have been paid in full. The Parties shall work together to mutually resolve any disputes arising with respect to any invoice.

**4.4** Navigate Wellness reserves the right to require the County to pre-fund an account maintained at Navigate Wellness prior to the issuance of participation incentives, also “Rewards Mall Credits”. Navigate Wellness shall determine whether pre-funding is required based on criteria established from time to time by Navigate Wellness. Navigate Wellness will communicate directly to the County if pre-funding is required. If it is determined the pre-funding is required, the County will provide immediately available and collected funds sufficient to pay all rewards mall credits initiated by the County prior to utilizing any rewards mall credits for which pre-funding is required. Promptly following any termination of this Agreement pursuant to Section 3, Navigate Wellness shall refund to the County the amount, if any, previously pre-funded by the County that exceeds the total costs that remain owing and payable by the County as of the termination of this Agreement.

**4.5** All payments must be made in United States dollars. Schedule A fees does not include any applicable sales, use or similar taxes. The County shall be solely responsible for the payment of any applicable sales, use, or similar taxes relating to the Navigate Programs.

**4.6** Total charges under this Agreement, all fees and expenses included, shall not exceed \$200,000.00 for the Initial Term of this Agreement (excluding extensions or renewals, if any).

**4.7** Navigate Wellness agrees that it will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The Parties agree that Navigate Wellness is not entitled to any benefits or rights enjoyed by employees of the County. Navigate Wellness specifically has the right to direct and control Navigate Wellness’s own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the Parties partners or joint venturers.

Navigate Wellness shall furnish, employ and have exclusive control of all persons to be engaged in performing Navigate Wellness’s obligations under this Agreement (the “Navigate Wellness personnel”), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Navigate Wellness personnel shall for all purposes be solely the employees or agents of Navigate Wellness and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Navigate

Wellness personnel, Navigate Wellness shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Navigate Wellness personnel when required by law.

Because it is an independent contractor, Navigate Wellness shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). Navigate Wellness agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

Navigate Wellness assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by Navigate Wellness and as to all duties, activities and requirements by Navigate Wellness in performance of the work under this Agreement. Navigate Wellness shall assume exclusive liability therefor, and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

## **5.0 PROPRIETARY RIGHTS AND INTELLECTUAL PROPERTY**

**5.1** All right, title and interest in and to the Navigate Programs and all materials and services provided thereunder, including, without limitation, all text, graphics, animation, audio and/or digital video components and all other components of the Navigate Program and related services, and any website of Navigate Wellness devoted to or used in connection with such Navigate Programs and/or related to services (the "**Website**") and the Software (as defined below) (the Website and Software together referred to as the "**Content**"), including without limitations, any copyrights, trade secrets and other intellectual property rights therein, is and shall at all times be owned and held by Navigate Wellness and/or its licensors, as the case may be. The County shall not create or develop any program or service that uses all or any part of the Content in any manner for any purpose unless expressly granted by Navigate Wellness in writing.

**5.2** All right, title and interest in and to any computer code developed by Navigate Wellness (both source and object), including, but not limited to, all interfaces, navigational devices, menus, menu structures of arrangements, icons, help and other operational instructions and the literal and nonliteral expressions of ideas that operate, cause, create, direct, manipulate, access or otherwise effect the Content in the Navigate Programs and the related services (the "**Software**"), along with any copyrights, trade secrets and other intellectual or industrial property rights, are and shall at all times be owned and held by Navigate Wellness and/or its licensors, as the case may be. The County shall not modify, decompile, disassemble, reverse engineer or reconstruct, reconfigure or develop derivative works based upon any of the Software, Content or related documentation or other intellectual property of Navigate Wellness or its licensors, as the case may be.

**5.3** All right, title and interest in and to all Navigate Marks are and shall at all times be owned and held by Navigate Wellness and/or its licensors, as the case may be. The term "**Navigate Marks**" shall mean any names, trademarks, trade names, service marks, logos, or similar proprietary rights owned or developed by Navigate Wellness including, without limitation, the tradenames and trademarks set forth in Schedule B.

**5.4** The County shall not use the Navigate Marks for any purpose unless expressly granted by



Navigate Wellness in writing. Nothing in this Agreement shall be construed a transfer of grant to the County any right, title, interest, or license in or to any intellectual property of Navigate Wellness, including the Navigate Marks, except as expressly provided in this Agreement.

**5.5** Any ideas, discoveries, inventions, patents, products, copyright works or other information (collectively “**Work Product**”) developed in whole or in part in connection with the Navigate Programs under this Agreement will be and remain the exclusive property of Navigate Wellness.

**5.6** Both during the Term and at any time thereafter, the County agrees to execute and deliver any documents reasonably requested by Navigate Wellness to affect any of the provisions of this Section.

**5.7** The County acknowledges that Navigate Wellness and/or its licensors, as the case may be, retain exclusive rights in and ownership of the Navigate Programs, Content, Software, related services and the Navigate Marks, and all intellectual property and goodwill associated therewith. Nothing in this Agreement shall be construed to transfer or grant to the County any right, title, interest or license in or to the Navigate Programs, Content, Software or the Navigate Marks.

**5.8** The County acknowledges and agrees that any breach, attempted breach or repudiation of Section 5.0 (Proprietary Rights and Intellectual Property) by such Party would produce irreparable harm to the other Party, for which no adequate remedy would exist in law. The Parties agree that specific performance and/or injunctive relief shall be remedies available to the Parties to enforce the terms of Section 5.0 or to prevent the breach, attempted breach or repudiation of any provision of Section 5.0. Such remedies shall be in addition to any other remedies that that Parties may have under this Agreement, at law, in equity or otherwise.

**5.9** Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by Navigate Wellbeing or its subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute “work made for hire” as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which Navigate Wellness uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by Navigate Wellness and is not “work made for hire” within the terms of this Agreement.

## **6.0 CONFIDENTIALITY**

**6.1** In connection with this Agreement, each Party (the “Disclosing Party”) may disclose or make available Confidential Information to the other Party (the “Receiving Party”). “Confidential Information” means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including but not limited to information consisting of or relating to the Disclosing Party’s technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, whether or not marked, designated, or otherwise identified as “confidential;” provided that Confidential Information shall not include information that: (i) is or becomes generally available to the public through no wrongful

act of Receiving Party; (ii) was in the rightful possession of Receiving Party prior to Disclosing Party's disclosure (provided that such prior possession can be substantiated by Receiving Party); (iii) was rightfully obtained from a third party having no obligation to Disclosing Party to maintain confidentiality of such information; or (iv) is independently developed by Receiving Party without reference to or reliance upon the Confidential Information. Without limiting the foregoing, the Navigate Programs, and Software are the Confidential Information of Navigate Wellness.

**6.2** Receiving Party shall hold the Confidential Information in strictest confidence and exercise commercially reasonable efforts to protect the confidentiality of the Confidential Information and, at a minimum, Receiving Party will take such action to protect the Confidential Information as Receiving Party takes to protect the confidentiality of its own similar confidential information. Unless compelled by legal process (subject to subsection 6.3 below), Receiving Party shall not, at any time, directly or indirectly, disclose any Confidential Information to any third party or use any Confidential Information for its own benefit or the benefit of any third party; provided, however, that Receiving Party may disclose Confidential Information to only those of its directors, officers, employees and representatives who need to know such information for the sole purposes of fulfilling the purposes of this Agreement (but only to the extent strictly necessary to carry out the purposes for which such information is disclosed); provided, further, that Receiving Party shall be liable for any breach of this Agreement by such directors, officers, employees and representatives. The County and its directors, officers, employees and representatives shall only use the Confidential Information to fulfill the purposes of this Agreement and under no circumstances shall any of them use such information in any manner or for any purpose competitive with Navigate Wellness or the Navigate Programs.

**6.3** Consistent with Section 10.15, if Receiving Party becomes legally compelled, including statutory requirements to disclose under chapter 42.56 RCW, to disclose any Confidential Information it shall provide Disclosing Party with prompt written notice of such requirement prior to disclosure so that Disclosing Party may seek appropriate relief. If such relief is not obtained, Receiving Party will then furnish only that portion of the Confidential Information that Receiving Party is legally required to.

**6.4** The Confidential Information and all of the rights therein or related thereto are, and shall at all times remain, the property of Disclosing Party. Nothing in this Agreement shall be construed as granting to Receiving Party any right, title or interest, by license or otherwise, in, to or associated with any Confidential Information.

**6.5** Subject to records retentions requirements, upon the expiration or termination of this Agreement for any reason whatsoever, or upon Receiving Party's earlier request, Receiving Party shall promptly return to Disclosing Party all Confidential Information (including, except as hereafter provided, all copies thereof in any form whatsoever).

**6.6** Each Party acknowledges that any violation of the provisions of this Section by Receiving Party may cause Disclosing Party immediate and irreparable damage for which Disclosing Party cannot be adequately compensated by monetary damages. Therefore, in the event of any such breach, Disclosing Party shall be entitled to seek preliminary or other injunctive relief, an order for specific performance, and any other equitable relief that a court may determine to be appropriate. Disclosing Party shall not be required to post a bond or any other form of surety upon obtaining such equitable relief. The Parties agree that such equitable relief will be in addition to any damages or other remedies provided by law and otherwise available to Disclosing Party.

**6.7** For any Personal Information subject to the California Consumer Privacy Act of 2018 (CCPA), Navigate Wellness shall not: sell the personal information; retain, use, or disclose the personal information for any purpose other than for the specific purpose of performing the Services; retain, use, or disclose the Personal Information for a commercial purpose other than providing the Services; or retain, use, or disclose the information outside of the direct business relationship between Navigate Wellness and the County. Navigate Wellness certifies that it understands these restrictions and will comply with them.

## **7.0 HEALTH CARE AND PRIVACY LAWS**

**7.1** To the extent that the activities of the County and Navigate Wellness make them subject to the Health Insurance Portability and Accountability Act (“HIPAA”) and/or the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), the Parties agree to abide by the terms of the applicable Business Associate Addendum as set forth on Schedule C. To the extent that Navigate Wellness is subject to chapter 19.373 RCW, Navigate Wellness agrees that it shall comply with chapter 19.373 RCW, as amended.

## **8.0 BRANDING**

**8.1** The County shall not have any right to use any Navigate Marks in any way or in any advertising or other materials provided to third parties, unless Navigate Wellness provides its prior written consent to the same, and subject at all times to the applicability of Section 5.0. Navigate Wellness will have a reasonable amount of time to review and approve all proposed Website content and advertising or promotional material utilizing the Navigate Marks in connection with the Navigate Programs. Navigate Wellness will have the right to object or correct such Website content and advertising or promotional material within a reasonable amount of time after receiving copies of such materials. The County shall promptly notify Navigate Wellness in writing of any unauthorized use or infringement of any Navigate Mark of which the County is or becomes aware. The County agrees that the Navigate Programs, related services and any related deliverables, the Website, advertising or promotional materials or any other content or materials relating to the Navigate Programs or the related services incorporating any Navigate Mark shall bear such trademark and/or copyright notices as Navigate Wellness may require. The County shall not alter, amend or remove any such trademark and/or copyright notices from any such related deliverables, Website, advertising or promotional materials, or other materials or content relating to the Navigate Programs or the related services without the prior written consent of Navigate Wellness.

**8.2** With the prior written consent of Navigate Wellness, the County may use its own name, trademarks, trade names, service marks, logos or other proprietary designations of the County (“**Customer Marks**”) on any marketing and advertising materials used in connection with the Navigate Programs or Website, as such use is mutually agreeable to the Parties hereto.

**8.3** The County grants to Navigate Wellness a royalty-free, non-exclusive license to use and display, during the Term, the Customer Marks pre-approved by the County for the purpose of providing the Navigate Programs and the Services under this Agreement; provided, however, such license is limited solely for use in connection with the Navigate Programs and any advertising or other promotional activities relating thereto.

**8.4** Neither Party shall (a) issue any news release or public communication referencing the other Party or its affiliates (or their activities with the other Party), or (b) quote the opinion of any employee, subcontractor and/or other representative of the other Party, unless such Party has first



provided a copy of the proposed news release, public communication, advertising or other applicable material to the other Party and has obtained the prior written consent of the other Party to the same. In the event that a Party is obligated to issue a press release due to legal or regulatory requirements, the other Party shall not prevent the issuance of such press release provided that such Party has an opportunity to review such press release and that the contents of such press release are factually accurate.

## **9.0 LIMITATION OF LIABILITY; WARRANTIES; INSURANCE**

**9.1 NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUES (WHETHER FORSEEABLE OR NOT), ARISING OUT OF OR IN CONNECTION WITH THE NAVIGATE PROGRAMS OR THIS AGREEMENT. EXCEPT AS STATED IN SECTION 2.1, THE TOTAL LIABILITY OF NAVIGATE WELLNESS TO THE COUNTY AND ANY OTHER PERSON UNDER THIS AGREEMENT, IF ANY, SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY THE COUNTY TO NAVIGATE WELLNESS FOR THE NAVIGATE PROGRAMS AND SERVICES PERFORMED UNDER THIS AGREEMENT WHEN THE INITIAL EVENT OR OCCURRENCE GIVING RISE TO A CLAIM OCCURRED.**

**9.2 THE NAVIGATE PROGRAMS, CONTENT, RELATED SERVICES AND ANY DELIVERABLES OR OTHER MATERIALS PROVIDED IN CONNECTION THEREWITH ARE PROVIDED "AS IS" AND NAVIGATE WELLNESS MAKES NO REPRESENTATIONS OR WARRANTIES, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS RELATING TO THE NAVIGATE PROGRAMS, CONTENT, RELATED SERVICES AND SUCH DELIVERABLES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.**

**9.3** Navigate Wellness shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by Navigate Wellness, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors and Omissions coverage, if applicable, may be written on a claims made basis. If coverage is approved and purchased on a "claims made" basis, Navigate Wellness warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section, the County shall not be deemed or construed to have assessed the risks that may be applicable to Navigate Wellbeing under this Agreement. Navigate Wellness shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. Navigate Wellness's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Navigate Wellness to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. Navigate Wellness shall maintain coverage at least as broad as, and with limits no less than:

- (i) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;
- (ii) Automobile Liability: N/A;
- (iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;
- (iv) Employers' Liability or "Stop Gap" coverage: \$1,000,000
- (v) Errors & Omissions/Professional Liability: an amount not less than \$1,000,000 per claim and in the annual aggregate, covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secrets) and network and privacy risks (including coverage for unauthorized access, failure of security, breach of privacy perils, wrongful disclosure of information, as well as notification of costs and regulatory defenses) in performance of such services for the County or on behalf of the County hereunder. Such insurance shall be maintained in force at all times during the term of the agreement and for a period of three (3) years thereafter for services completed during the term of the agreement.

## 10.0 GENERAL

**10.1** Entire Agreement. This Agreement and the Schedules attached hereto, which are hereby incorporated by reference, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings and understandings of any nature whatsoever, whether oral or written.

**10.2** Survival of Terms. Regardless of the circumstances of termination or expiration of this Agreement, the provisions of this Agreement which by its nature extend beyond the termination or expiration hereof will survive according to their respective terms, including, but not limited to, the provisions of: 5.0 (Proprietary Rights and Intellectual Property), 9.0 (Limitation of Liability; Disclaimer of Warranties), and 10.0 (General). Section 6.0 (Confidentiality) shall survive indefinitely.

**10.3** Relationship of the Parties. Navigate Wellness, its employees, subcontractors and other representatives (collectively, "Personnel") shall act solely as independent contractors in relation to the County and its affiliates. Nothing in this Agreement, any Schedule or other attachment hereto constitutes or should be construed as creating a partnership, joint venture, principal-agent, or an employer-employee relationship between the County or its affiliates and Navigate Wellness or its Personnel.

**10.4** Non-Solicitation. During the term of this Agreement, and for a period of one (1) year

immediately thereafter, the County agrees not to solicit any employee or independent contractor of Navigate Wellness on behalf of any other business enterprise, nor shall the County induce any employee or independent contractor associated with Navigate Wellness to terminate or breach an employment, contractual or other relationship with Navigate Wellness.

SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. Navigate Wellness represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

**10.5** Force Majeure. No Party to this Agreement shall hold the other Party liable for failure to comply with any of the terms or provisions of this Agreement (other than a failure to make any payment due hereunder) where such failure to comply has been caused by a "force majeure" event, which shall mean an act of God, force of nature, fire, or other casualty, pandemic, expropriations or war-like activity, utility failure, insurrection, or civil commotion, shortage of raw materials or supplies, labor strikes or unrest, or other similar act or event beyond the other Party's reasonable control.

**10.6** Amendments; Waivers, Assignment. No waiver of any term or condition of this Agreement shall be valid unless in writing and signed by an authorized representative of both Parties, and will be limited to the specific situation for which it is given. No amendment or modification to this Agreement shall be valid unless set forth in writing and signed by authorized representatives of both Parties. Neither Party may assign any of its rights under the Agreement, voluntarily or involuntarily, except (a) with the consent of the other Party, which shall not be unreasonably withheld; (b) by merger, consolidation, dissolution, or operation of law; (c) to a person or entity that acquires all or substantially all of its assets; or (d) to a parent company or any affiliate or subsidiary, provided that any such assignee agrees in writing to be bound by the terms of the Agreement. Any purported assignment of rights in violation of this Section is void. Any assignment in violation of the preceding sentence shall be null and void. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and permitted assigns.

**10.7** Notices. Any notice required under or permitted by this Agreement must be delivered by certified or registered mail, return receipt requested, postage prepaid or by facsimile transmission and addressed as follows or to such other addresses as may be designated by notice from one Party to the other, all such notices being effective on the date received or, if mailed as set forth above, three (3) days after the date of mailing:

(a) if to the County:                      Snohomish County Human Resources  
3000 Rockefeller Avenue, M/S 503  
Everett, Washington 98201  
Attn: Rhea Reynolds, HR Director

and to:    Snohomish County Purchasing Division  
3000 Rockefeller Avenue, M/S 507  
Everett, Washington 98201  
Attention: Purchasing Manager

(b) if to Navigate Wellness:              Navigate Wellness, LLC

Attn: Troy W. Vincent  
140 S. 68<sup>th</sup> Street, Suite 2200  
West Des Moines, Iowa 50266

with copy to:

Thomas D. Johnson  
Brown Winnick Law Firm  
666 Grand Avenue, Suite 2000  
Des Moines, Iowa 50309

**10.8 Severability; Headings.** Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is found to be invalid, void or unenforceable, it will be severed from the rest of this Agreement and a new provision will be deemed added to this Agreement to accomplish to the extent possible the intent of the Parties as evidenced by the provision so severed. The headings used in this Agreement have no legal effect and shall not affect the interpretation of this Agreement.

**10.9 Remedies.** Except as may be otherwise provided in this Agreement, the rights or remedies of the Parties hereunder are not exclusive, and either Party is entitled alternatively or cumulatively, subject to the other provisions of this Agreement, to damages for breach, to apply for an order from an appropriate court requiring specific performance, or to any other remedy available at law or in equity.

**10.10 Governing Law.** This Agreement is governed by and construed in accordance with the applicable laws of the State of Washington (excluding any conflict of laws rule or principle which might require application of the laws of another jurisdiction).

**10.11 Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement. Both Parties agree that the receipt of a facsimile signature or a PDF format signature in the space provided below will represent final execution and acceptance of the terms and conditions contained in the Agreement. Any copy of this Agreement made by reliable means (e.g. photocopy or facsimile) shall be considered an original.

**10.12 County Non-discrimination.** It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

Navigate Wellness shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by Navigate Wellness of Navigate Wellness' compliance with the requirements of Chapter 2.460 SCC. If Navigate Wellness is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect Navigate Wellness' obligations under other

federal, state, or local laws against discrimination.

**10.13 Federal Non-discrimination.** Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

**10.14 Records and Access; Audit; Ineligible Expenditures.** Navigate Wellness shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by Navigate Wellness. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of Navigate Wellness which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to Navigate Wellness, shall be refunded to the County by Navigate Wellness.

**10.15 Public Records Act.** This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of Navigate Wellness agrees to make them promptly available to the County. If Navigate Wellness considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, Navigate Wellness shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by Navigate Wellness and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify Navigate Wellness (a) of the request and (b) of the date that such information will be released to the requester unless Navigate Wellness obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If Navigate Wellness fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of Navigate Wellness to claim any exemption from disclosure under the Act. The County shall not be liable to Navigate Wellness for releasing records not clearly identified by Navigate Wellness as confidential or proprietary. The County shall not be liable to Navigate Wellness for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

## **11. COUNTY DATA**

**11.1 Ownership.** County Data is and shall remain the sole and exclusive property of County and all right, title, and interest in the same is reserved by County. County Data is defined as data that the County provides to Contractor for basic functionality and operation of the services. County Participant Data is defined as data the County employee discloses to Navigate Wellness in the course of using the Navigate Wellness Platform. This Section shall survive the termination of this Agreement.



**11.2** Navigate Wellness Use of County Data. Navigate Wellness is provided a limited license to County Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display County Data only to the extent necessary in providing the hosted services. Navigate Wellness shall: (a) keep and maintain County Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose County Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Agreement and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available County Data for Navigate Wellness's own purposes or for the benefit of anyone other than County without County's prior written consent. This Section shall survive the termination of this Agreement.

**11.3** Backup and Recovery of County Data. As a part of the Services, Navigate Wellness is responsible for maintaining a backup of County Data and for an orderly and timely recovery of such data in the event that the hosted services may be interrupted. Navigate Wellness shall maintain a contemporaneous backup of County Data that can be recovered within twenty-four (24) hours at any point in time. Additionally, Navigate Wellness shall store a backup of County Data in an off-site "hardened" facility no less than daily, maintaining the security of County Data, the security requirements of which are further described herein.

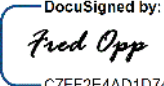
**11.4** Loss of County Data. In the event of the discovery of a Breach of Unsecured Protected Health Information under HIPAA, the Parties shall follow the Breach provisions of the Business Associate Agreement attached as Schedule C to this Agreement. In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of County Data ("Occurrence") or the physical, technical, administrative, or organizational safeguards put in place by Navigate Wellness that relate to the protection of the security, confidentiality, or integrity of County Data, Navigate Wellness shall as applicable: (a) notify County as soon as practicable but no later than five (5) business days of becoming aware of such Occurrence; (b) cooperate with County in investigating the Occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by County; (c) in the case of PII (personally identifiable information), at County's sole election, (i) notify the affected individuals who comprise the PII as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) days of the Occurrence; or, (ii) reimburse County for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less that twelve (12) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the Occurrence; (f) indemnify, defend, and hold harmless County for any and all claims, including reasonable attorneys' fees, costs, and expenses incidental hereto, which may be suffered by, accrued against, charged to, or recoverable from County in connection with the Occurrence; (g) be responsible for recreating lost County Data in the manner and on the schedule set by County without charge to County; and, (h) provide to County a detailed plan within ten (10) business days of the Occurrence describing the measures Navigate Wellness will undertake to prevent a future Occurrence. Notification to affected individuals, as described above, shall comply with applicable law, be written in plain language, and contain, at a minimum: name and contact information of Navigate Wellness's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Navigate Wellness has taken to protect the affected

individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Navigate Wellness. This section shall survive the termination of this Agreement.

**IN WITNESS WHEREOF** the Parties hereto have caused this Agreement to be executed as of the Effective Date.

**Navigate Wellness:**

Navigate Wellness, LLC

By:  \_\_\_\_\_  
C7FF2E4AD1D74F3...

Name: Fred opp

Title: SVP of Finance

Date: 4/17/2024

**Snohomish County:**

By: \_\_\_\_\_

Name: Ken Klein

Executive Director

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved as to insurance and indemnification provisions:**

By: Barker,  Digitally signed by Barker, Sheila

Name: Sheila Date: 2024.04.22 13:25:04 -07'00'

Title: Risk Management

Date: \_\_\_\_\_

Approved by Snohomish County Council - 5/15/2024  
ECAF 2023-1419 / Motion 24-192

## SCHEDULE A – SCOPE OF WORK

### I. SCOPE:

Navigate Wellness shall create and maintain a customized digital wellness platform (“Platform”) and application that is Apple iOS and Android compatible and available year-round. The web link and application download instructions shall be delivered to County Participants.

Navigate Wellness shall exclude the following features (“Excluded Features”) from the County implementation:

- Biometric data integration
- Physician forms
- Call center support – translation services
- Photo Gallery

Excluded Features, even if listed in the NAVIGATE PROGRAMS AND FEES schedule in this Schedule A, shall not be activated by either Party in the County implementation.

#### A. Hosted Services.

1. Navigate Wellness shall create a Navigate Programs admin account for the County and shall provide to the County login details for that account on or before the Effective Date.
2. Data storage provided and any storage related fees or limits on data storage are included in the NAVIGATE PROGRAMS AND FEES schedule.
3. The license granted by Navigate Wellness to the County under this Section is subject to the following limitations: the Hosted Services may only be used by the County Participants that are eighteen (18) years of age or older. The County may add or remove user licenses. Navigate Wellness will invoice the County the PEPM rate based on County provided eligibility files. The County is obligated to pay the minimum commitment of 3,000 eligible lives as set forth in Schedule A.
4. Except to the extent expressly permitted in this Agreement or required by law on a non-excludable basis, the license granted by Navigate Wellness to the County under this Section is subject to the following prohibitions:
  - a. the County must not sub-license its rights to access and use the Hosted Services;
  - b. the County must not permit any unauthorized person to access or use the Hosted Services;
  - c. the County must not use the Hosted Services to provide services to third parties;
  - d. the County must not republish or redistribute any content or material from the Hosted Services except as required by law; and
  - e. the County must not make any alteration to the Platform except as permitted by the Documentation.

5. The County shall use reasonable endeavors, including reasonable security measures relating to all Account access details, to ensure that no unauthorized person may gain access to the Hosted Services using an Account.
6. Navigate Wellness shall use reasonable endeavors to maintain the availability of the Hosted Services to the County.
7. Downtime caused directly or indirectly by any of the following shall not be considered a breach of this Agreement:
  - a. A fault or failure of the internet or any public telecommunications networks;
  - b. Any breach by the County of this Agreement; or
  - c. Scheduled maintenance carried out in accordance with this Agreement.
9. The County must not use the Hosted Services in any way that causes, or may cause, damage to the Hosted Services or Platform or impairment of the availability or accessibility of the Hosted Services.
10. The County must not use the Hosted Services:
  - a. In any way that is unlawful, illegal, fraudulent or harmful; or
  - b. In connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
11. The County has no right to access the software code (including object code, intermediate code and source code) of the Platform, either during or after the term.

**B. Maintenance Services.**

1. Navigate Wellness shall provide software maintenance services to the County for the Term of the Agreement.
2. If the maintenance event is scheduled to exceed two (2) hours, Navigate Wellness shall give the County at least ten (10) Business Days' prior written notice of scheduled maintenance services that are likely to affect the availability of the Hosted Services or are likely to have a material negative impact upon the Hosted Services, without prejudice to Navigate Wellness's other notice obligations under this Agreement.
3. Navigate Wellness shall provide the maintenance services in accordance with the standards of skill and care reasonably expected from a leading service provider in Navigate Wellness's industry.
4. Navigate Wellness may suspend the provision of maintenance services if any amount due to be paid by the County to Navigate Wellness under this Agreement is overdue and Navigate Wellness has given at least thirty (30) days written notice to County of an undisputed invoice, following the amount becoming overdue, of its intention to suspend the maintenance services on this basis.

**C. Support Services.**

1. Navigate Wellness shall provide support services to the County during the term of the Agreement.
2. Navigate Wellness shall make available to the County a helpdesk to provide technical support to County administrative users.
3. Navigate Wellness shall provide the support services in accordance with the standards of skill and care reasonable expected from a leading service provider in Navigate Wellness's industry.
4. County may use the helpdesk for the purposes of requesting and, where applicable, receiving support services; and the County must not use the helpdesk for any other purpose.
5. Navigate Wellness shall respond promptly to all requests for support services made by the County through the helpdesk.

#### **D. Training Services.**

1. Navigate Wellness shall provide Training Services to the County as follows:
  - i. Administrator Training - As part of implementation, Navigate Wellness shall provide County administrators a demo and tutorial of the available Administrative Dashboard. This demo includes a review of the dashboard, reporting system and other features available to support the County during the program year. Navigate Wellness shall also provide County administrators with an Admin Dashboard Guide that they can reference after the demo. The assigned Account Manager is also available to assist or provide guidance to the County on the Administrative Dashboard after implementation, as needed.

## **II. PROJECT MANAGEMENT**

Snohomish County project management best practices will be observed, including County change control procedures and weekly project status update meetings with the participating project team (Navigate Wellness/County). The County Project Manager and Navigate Wellness will negotiate the acceptance level of project management oversight at the Kickoff Meeting.

## **III. PROJECT COMPLETION CRITERIA**

The full wellness solution supplied by Navigate Wellness (including all software, configuration, and training) has been installed or delivered to the County for access by County Participants and is fully functional and proven to be satisfactory to the County. All requirements found in this and all other project documentation including those documents submitted by Navigate Wellness must be satisfactorily met by Navigate Wellness products/services, tested by the County, and accepted through testing at the discretion of the County.

## **IV. SAML 2.0**

If the solution integrates with County's Active Directory Federation Services (ADFS) then SAML2.0 compliance is required. Navigate Wellness shall ensure compliance with SAML 2.0 for end user authentication during the term of this Agreement. If Navigate Wellness has not implemented the full SAML 2.0 standard to include monitoring of federation metadata, County shall provide Navigate Wellness with advance notice of a token-signing certificate replacement and shall provide Navigate Wellness with the new



certificate prior to the scheduled change. Navigate Wellness shall be solely responsible for ensuring the County users are provided uninterrupted access to the Software by managing the Software's certificate renewal during annual updates. Coordination of certificate updates shall be between the following points of contact that may be updated from time to time by notification to the other party in writing.

If solution is an Azure Enterprise application, County prefers that the application is published to the Azure Gallery. Any standard protocol Azure AD supports may be used.

Navigate Wellness Contact for Certificate Coordination

Jeremy Knipper

515 246-3083

[jknipper@navigatewell.com](mailto:jknipper@navigatewell.com)

County Contact for Certificate Coordination

Todd Ryden

425.388.3867

[ADFS-support@co.snohomish.wa.us](mailto:ADFS-support@co.snohomish.wa.us)

# NAVIGATE PROGRAMS & FEES

Optimized Level

Product level overview

## Navigate engagement platform

### Portal features

A private-labeled wellbeing portal that serves as an interactive hub for your program and provides participants with easy, engaging access to information and resources.

**Year-round portal access:**

- Year-round tracking (activity, hydration, sleep, nutrition, steps and weight)
- Recipe database with local food deals
- Fitness video database
- Wellbeing article database
- Wearable device/app integration
- Private-labeled portal (includes logo and URL)
- Access to the Navigate Wellbeing app
- Administrative analytics dashboard with reporting
- Event scheduler
- Incentive management
- Send your own targeted email communications
- Challenges
- Landing page
- Hub and featured posts
- Reporting (year-end, challenge)
- Personal challenges
- Socialbio wall
- Custom color scheme
- Pulse surveys
- Video learning
- Custom incentive tracking

**\$2.25 PEPM (2-year agreement)**  
*PEPM based on based on minimum commitment of 3,000 eligible lives.*

### Benefit incentive tracking table

Ability to display and reward completion status of benefit design activities for participation-based program designs.

**Custom benefit Includes:**

- Group and individual challenge tracking
- Wellbeing Survey
- Annual physical
- Age/gender screening
- Client-specific program requirements and incentive tracking
- Tobacco affidavit
- Video learning tracking
- Population segment programs (3)
- File feeds (3rd Party or client specific) (10)
- Completion awarding (monthly)
- Form approvals (admin)
- Must be in approved Navigate standard file format

**Included**

**Resource hub**

<p>Make your platform the hub of your program with links to third-party resources, benefits information, and other sites or documents that would be useful to your participants</p>	<p><b>Includes:</b></p> <ul style="list-style-type: none"> <li>Allows for cross communication of additional benefits and/or health resources associated with program (i.e. Carrier portal, 401k portal, EAP)</li> <li>Up to 8 posts included</li> <li>Link to resources/PDFs</li> <li>Updated monthly or quarterly or upon request</li> </ul>	<p><b>Included</b></p>
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**Wellbeing Survey**

<p>Navigate’s take on a Health Risk Assessment is a series of questions based on The 8 Pillars of Wellbeing: balance, community, financial, mindfulness, nutrition, physical, purpose, and social.</p>	<p><b>Includes:</b></p> <ul style="list-style-type: none"> <li>A simple, intuitive user experience</li> <li>Participants are guided through a series of lifestyle health question.</li> <li>Available online and through our mobile apps</li> <li>Completed in minutes</li> <li>Survey “serves up” actionable personal challenges and information to help drive behavior change</li> <li>End-of-year aggregate employer reporting and real-time dashboard</li> </ul>	<p><b>Included</b></p> <p><b>Customization available, cost to be quoted</b></p>
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**Challenges**

<p>Our diverse challenge library is built to provide comprehensive wellbeing resources based on our Power of 8 philosophy. Select the challenges that best fit your culture and goals.</p>	<p><b>Group population-based challenges:</b></p> <ul style="list-style-type: none"> <li>Up to (4) standard population-based challenges</li> <li>Custom dates</li> <li>Team or individual participation options</li> <li>Leaderboards</li> <li>Library of standard challenges to choose from</li> <li>Complete marketing campaigns included</li> </ul> <p><b>Snap challenges:</b></p> <p>Create your own steps, activity, or weight challenge with our Snap Challenge tool. Whether you’re looking for a custom challenge for yourself, friendly competition one-on-one, or want the motivation and support of a group, building your own challenge is a great way to work on your health and have fun with your teammates.</p> <p><b>Individual/personal challenges:</b></p> <p>Pillars of Wellbeing personal challenges – Large library of individual challenges that provide balanced, robust resources for every participant, no matter where they are on their personal journey.</p> <p><b>Challenge stakes:</b></p> <p>Stakes are intended to be a tool to enhance intrinsic motivation and promote the socio-competitive potential of wellbeing activities. In no way is this tool intended or allowed for the use of gambling</p>	<p><b>Included</b></p>
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**Pulse Surveys**

<p>A simple and effective participant survey tool built into your Navigate platform designed to take the “pulse” of your population.</p>	<p><b>Create custom surveys to gather actionable data on your population, programs, benefits and more</b></p> <ul style="list-style-type: none"> <li>Schedule surveys over time to collect multiple data points to track trends</li> <li>Get real-time feedback on your program and anything else you’d like to ask about</li> <li>Up to 12 pulse surveys per year</li> </ul>	<p><b>Included</b></p>
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**Care for Social Determinants of Health**

<p>A comprehensive resource directory that helps people find and connect to social services in their area.</p>	<p><b>Search and connect to support</b></p> <p>Our network connects people seeking help and verified social care organizations that serve them.</p> <p>Thousands of nonprofits and social care organizations serve our communities. But for most people, navigating the system to get help has been difficult, time consuming, and frustrating. Too many Americans are suffering, and they don’t need to.</p> <p>In coordination with our partners at findhelp.org, we created a social care network that connects people and programs — making it easy for people to find social services in their communities.</p> <ul style="list-style-type: none"> <li>Zip code search for local support program</li> <li>SDOH Assessment</li> </ul> <p><b>Categories of support include: Food, Housing, Goods, Transit, Health, Money, Care, Education, Work, and Legal.</b></p>	<p><b>Included</b></p>
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**Video Learning**

<p>Video courses with corresponding quizzes that address personal health risks with engaging information provided by Navigate’s wellbeing experts.</p>	<p><b>Course topics</b></p> <ul style="list-style-type: none"> <li>Metabolic Syndrome</li> <li>Heart Health</li> <li>Weight Management</li> <li>Physical Activity and Nutrition</li> <li>Tobacco</li> <li>Mental Health</li> <li>Resilience</li> </ul>	<p><b>Each program consists of:</b></p> <ul style="list-style-type: none"> <li>Video-based learning modules</li> <li>Courses vary in timing from 1 day to 8 weeks</li> <li>Many courses include quizzes and action plans</li> </ul>	<p><b>Included</b></p>
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## Marketing and communications

### Wellbeing program marketing materials

Promotional materials to inform and educate participants about the wellbeing program, drive enrollment in group challenges and motivate completion of program requirements.

#### Standard offerings include:

##### Program communications

- Portal launch flyer (1) †
- Program launch email (1) †
- Program overview (1) ‡
- Quarterly check-in emails (4) †
- Rewards Mall redemption reminders (if applicable) \*
- Rewards Mall promotional emails (if applicable) \*
- Rewards Mall guide
- Monthly wellbeing newsletters (12) \*

##### Challenge promotions

- Registration emails (4) \*
- Poster \*
- Digital screen \*
- Challenge guide (fixed)
- Weekly recording reminders (fixed) \*
- Weekly newsletter (fixed) \*
- Completion emails

#### Client-branded options include

\* Customization not standardly available because of system generated messages and personalization options. Client branding still applies. Customization would require a scope of work.

† Branded materials include client logo and custom URL to direct to platform.

‡ Overview includes customized program requirements and incentive information. Also includes two standard rounds of revisions. Additional revisions may incur additional fees.

#### Delivery, working files, and custom request

Standard delivery of all Navigate marketing materials are through digital format. Should you need custom marketing materials, native files or printed materials, Navigate will provide scope and quote of said service.

Included



## Administrative support

### Administrator resource center

A dashboard within the Navigate online platform that provides a set of downloadable reports and easy-to-understand dynamic charts and graphs.

**Reporting and analytics:**

Standard reporting is made available in two methods.

A real-time analytics dashboard that displays aggregate analytics data in a easy to understand chart and graph based dashboard.

A reporting system that allows our clients to ad-hoc run more than 20 different reports that provide line-item level data on a wide variety of aspects of the program and platform. Reports can be saved for later, scheduled and downloaded into csv formats.

Custom reporting outside of standard reports available, fee may apply.

**Included**

### Call center support

A toll-free number and inbound customer service inbox.

**Available for eligible population who have questions related to use of the wellness portal:**

Hours of operation: 7:00 a.m. – 7:00 p.m. CST

Closed standard holidays

Telephonic translation services are not available under this scope

**Included**

### Account management team

Full support from an Account Manager and Account Coordinator, from implementation through end of program.

**Available as dedicated support for:**

Program implementation

Communication management

Administrative portal maintenance

Program strategy support

Client services

**Included**

### Implementation

**Includes:**

Implementation, discovery, and strategy session

Implementation project plan for the full program year

Communications outline and timeline

Portal review at 30 days to launch

Review of strategic 3rd party vendor integrations

One recorded participant webinar available to introduce the participants to the web platform.

Live webinar options available upon request, Additional fees may apply.

**\$3,000 (one-time)**

### Eligibility

**Includes:**

File feed in Navigate format.

Monthly updates delivered via SFTP

**Included**

## Additional opportunities

### On-site representation

Have a Navigate representative attend an on-site event.

**\$500 per person per day + cost of travel**

## Overview of fees

### 2-year commitment

Spouses included Complementary

### PEPM

PEPM based on a minimum commitment of 3,000 eligible lives

**\$2.25 PEPM**

### Implementation

#### One-time fee

**\$3,000**

### Additional options

#### SSO inbound/outbound (per connection)

**\$2,000.00**

### Payment Schedule

- Implementation fee to be billed upon Implementation Kick-Off Call
- Monthly PEPM billed on a monthly basis and based on a full population monthly eligibility file

## **SCHEDULE B – Navigate Wellness TRADEMARKS**

- A) Live Healthy America
- B) Navigate Wellbeing
- C) Ignite
- D) Power of Eight
- E) Live Amplified
- F) Well Money
- G) Navigate Wellbeing Solutions
- H) Navigate
- I) Be the Spark
- J) Spark Something Incredible
- K) Wellbeing Your Way
- L) Do Good Things

## SCHEDULE C

### HIPAA BUSINESS ASSOCIATE ADDENDUM

#### BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is entered into between Snohomish County (the “Covered Entity”) and Navigate Wellness, LLC (the “Business Associate”), collectively (the “Parties”) and individually (a “Party”). This Agreement is effective as of the Effective Date below.

#### RECITALS

WHEREAS, Business Associate provides certain services to Covered Entity (the “Services”) that sometimes may involve (i) the creation, receipt, maintenance, transmission, or use of Protected Health Information and Electronic Protected Health Information by Business Associate, or (ii) the disclosure of Protected Health Information and Electronic Protected Health Information by Covered Entity (or another business associate of Covered Entity) to Business Associate. Accordingly, the creation, receipt, transmission, or maintenance of Protected Health Information and Electronic Protected Health Information by Business Associate is subject to the Privacy, Security, Breach Notification, and Enforcement rules promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) at 45 C.F.R. Parts 160 and 164. This Agreement is intended to document the business associate assurances required by the HIPAA Privacy Regulations at 45 C.F.R. § 164.504(e) and the HIPAA Security Regulations at 45 C.F.R. § 164.314(a).

WHEREAS, this Agreement will govern the terms and conditions under which Covered Entity may disclose or have disclosed Protected Health Information and Electronic Protected Health Information to Business Associate, and under which Business Associate may create, receive, maintain, transmit, or use Protected Health Information and Electronic Protected Health Information on behalf of Covered Entity.

NOW, THEREFORE, in consideration of the covenants hereinafter set forth and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, Covered Entity and Business Associate agree as follows:

#### AGREEMENT

1. Definitions. Capitalized terms used in this Agreement, but not otherwise defined in this Agreement shall have the same meanings as those terms in the HIPAA Privacy and Security Regulations at 45 C.F.R. Parts 160 and 164. Unless otherwise stated, a reference to a “Section” is to a Section in this Agreement. For Purposes of this Agreement, the following terms shall have the following meanings.
  - 1.1. Breach. “Breach” shall have the same meaning as the term “breach” in 45 C.F.R § 164.402
  - 1.2. Designated Record Set. “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
  - 1.3. Electronic Protected Health Information or EPHI. “Electronic Protected Health Information” or “EPHI” shall have the same meaning as the term “electronic protected health information” in 45

C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

- 1.4. Individual. “Individual” shall mean the person who is the subject of Protected Health Information as provided in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
  - 1.5. Individually Identifiable Health Information. “Individually Identifiable Health Information” shall have the same meaning as the term “individually identifiable health information in 45 C.F.R. § 160.103.
  - 1.6. Protected Health Information or PHI. “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
  - 1.7. Required By Law. “Required By Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
  - 1.8. Secretary. “Secretary” shall mean the Secretary of the federal Department of Health and Human Services or that person’s designee.
  - 1.9. Security Incident. “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.
  - 1.10. Unsecured Protected Health Information. “Unsecured Protected Health Information” shall have the same meaning as the term “unsecured protected health information” in 45 C.F.R. § 164.402, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
2. Permitted Uses and Disclosures by Business Associate.
- 2.1. General. Except as otherwise specified in this Agreement, Business Associate may use or disclose PHI to perform its obligations for, or on behalf of, Covered Entity provided that Business Associate uses and discloses PHI in the following manner:
    - 2.1.1 Consistent with the minimum necessary policies and procedures of Covered Entity; and
    - 2.1.2 Would not violate 45 C.F.R. Subpart E if done by Covered Entity, except as specified in paragraphs 2.2 and 2.2 of this section
  - 2.2. Other Permitted Uses. Except as otherwise limited by this Agreement, Business Associate may use PHI it receives or creates in its capacity as a business associate of Covered Entity, if necessary:
    - 2.2.1. For the proper management and administration of Business Associate;
    - 2.2.2. To carry out the legal responsibilities of Business Associate; or
    - 2.2.3. To provide Data Aggregation services to Covered Entity that relate to the health care operations of Covered Entity in accordance with the HIPAA Privacy Regulations.



- 2.3. Other Permitted Disclosures. Except as otherwise limited by this Agreement, Business Associate may disclose to a third party PHI it receives or creates in its capacity as a business associate of Covered Entity for the proper management and administration of Business Associate, provided that:
    - 2.3.1. The disclosure is Required By Law; or
    - 2.3.2. Business Associate obtains reasonable assurances from the third party to whom the information is disclosed that (i) the PHI will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the third party, and (ii) the third party notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
  - 2.4. De-Identified Information. Health information that has been de-identified in accordance with the requirements of 45 C.F.R. §§ 164.514 and 164.502(d) and is therefore not Individually Identifiable Health Information (“De-Identified Information”) is not subject to the provisions of this Agreement. Covered Entity may disclose PHI to Business Associate to use for the purpose of creating De-Identified Information, whether or not the De-Identified Information is to be used by Covered Entity.
3. Obligations and Activities of Business Associate Regarding PHI.
    - 3.1. Limitations on Uses and Disclosures. Business Associate will not use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law.
    - 3.2. Safeguards. Business Associate will use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.
    - 3.3. Mitigation. Business Associate will mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or subcontractor or agent of Business Associate in violation of the requirements of this Agreement.
    - 3.4. Reporting. Business Associate will report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware.
    - 3.5. Agents and Subcontractors. Business Associate will ensure that any agent, including any subcontractor to whom Business Associate provides PHI that was created for or received from or on behalf of Covered Entity, has executed an agreement containing the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Business Associate will ensure only those who reasonably need to know such information in order to perform Services receive such information and, in such case, only the minimum amount of such PHI is disclosed as is necessary for such performance.
    - 3.6. Access. Where PHI held by Business Associate is contained in a Designated Record Set, within fifteen (15) days of receiving a written request from Covered Entity, Business Associate will make such PHI available to Covered Entity or, as directed by Covered Entity, to an Individual, that is necessary for Covered Entity to respond to Individuals’ requests for access to PHI in accordance with 45 C.F.R. § 164.524. Business Associate will provide such PHI in an electronic format upon

request by Covered Entity unless it is not readily producible in such format in which case Business Associate will provide Covered Entity a readable electronic format as agreed to by Covered entity and Individual.

- 3.7. Compliance with Requirements. To the extent Business Associate is to carry out Covered Entity's obligation under HIPAA, Business Associate will comply with the requirement applicable to such obligation.
- 3.8. Amendment of PHI. Where PHI held by Business Associate is contained in a Designated Record Set, within fifteen (15) days of receiving a written request from Covered Entity or an Individual, Business Associate will make any requested amendment(s) or correction(s) to PHI in accordance with 45 C.F.R. § 164.526.
- 3.9. Disclosure Documentation. Business Associate will document its disclosure of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with C.F.R. § 164.528.
- 3.10. Accounting of Disclosures. Within thirty (30) days of receiving a request from Covered Entity, Business Associate will provide to Covered Entity information collected in accordance with Section 3.8 of this Agreement, as necessary to permit Covered Entity to make an accounting of disclosures of PHI about an Individual in accordance with 45 C.F.R. § 164.528.
- 3.11. Access to Business Associate's Internal Practices. Business Associate will make its internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI, including EPHI, created, used, disclosed, received, maintained, or transmitted by Business Associate on behalf of Covered Entity, available to the Secretary or to Covered Entity, available to the Secretary or to the Covered Entity, in a time and manner designated by the Secretary or reasonably specified by Covered Entity, for purposes of the Secretary determining Business Associate or Covered Entity's compliance with the HIPAA Privacy Regulations and HIPAA Security Regulations.
- 3.12. Breach Notification. Business Associate, following the discovery of a Breach of Unsecured Protected Health Information, shall notify Covered Entity of such Breach. Except as otherwise required by law, Business Associate shall provide such notice without unreasonable delay, and in no case later than thirty (30) calendar days after discovery of the Breach.
  - 3.12.1. Notice to Covered Entity required by this Section 3.12 shall include (i) to the extent possible, the names of the individual(s) whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired, used or disclosed during the Breach; (ii) a brief description of what happened including the date of the Breach and the date of the discovery of the Breach, if known; (iii) a description of the types of Unsecured Protected Health Information that were involved in the Breach; (iv) a brief description of what Business Associate is doing or will be doing to investigate the Breach to mitigate harm to the individual(s) and to protect against further Breaches; and (v) any other information that Covered Entity determines it needs to include in notifications to the individual(s) under 45 C.F.R. §164.404(c).

- 3.12.2. After receipt of notice, from any source, of a Breach involving Unsecured Protected Health Information used, disclosed, maintained or otherwise possessed by Business Associate, or of a Breach involving Unsecured Protected Health Information for which the Business Associate is otherwise responsible, Covered Entity may in its sole discretion (i) require Business Associate, at Business Associate's sole expense, to use a mutually agreed upon written notice to notify, on Covered Entity's behalf, the individual(s) affected by the Breach, in accordance with the notification requirements set forth in 45 C.F.R. § 164.404, without unreasonable delay, but in no case later than sixty (60) days after discovery of the Breach; or (ii) elect to provide notice to the individual(s) affected by the Breach.
- 3.13. Remuneration in Exchange for PHI. Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI unless Covered Entity notifies Business Associate that it obtained a valid authorization from the Individual specifying that the Individual's PHI may be exchanged for remuneration by the entity receiving such Individual's PHI.
- 3.14. Marketing. Business Associate must obtain or confirm that Covered Entity has obtained an authorization for any use or disclosure of PHI for marketing, as defined in 45 C.F.R. § 164.501.
- 3.15. Exporting Information. Business Associate shall ensure that any agent or subcontractor to whom Business Associate provides PHI, as well as Business Associate, not export PHI beyond the borders of the United States of America.
4. Obligations of Covered Entity
- 4.1. Limited Disclosure Obligations. Covered Entity will limit the PHI provided to Business Associate to only that necessary to the business needs of Covered Entity. Prior to the transmission of PHI to Business Associate, Covered Entity will notify Business Associate of the need to transmit PHI and will arrange with Business Associate for the proper and secure transmission of such PHI.
- 4.2. Requested Restrictions. Covered Entity shall notify Business Associate, in writing, of any restriction on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, which permits an Individual to request certain restrictions or uses and disclosures, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- 4.3. Changes in or Revocation of Permission. Covered Entity will notify Business Associate in writing of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes or revocation may affect Business Associate's use or disclosure of PHI.
- 4.4. Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Regulations and the HIPAA Security Regulations if done by Covered Entity, except to the extent that Business Associate will use or disclose PHI for Data Aggregation or management and administrative activities and legal responsibilities of Business Associate.
5. Security Restrictions on Business Associate

- 5.1. General. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by the HIPAA Security Regulations.
  - 5.2. Agents; Subcontractors. Business Associate will ensure that any agent, including a subcontractor, to whom Business Associate provides EPHI, agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of such EPHI.
  - 5.3. Reporting of Security Incidents. Business Associate shall report to Covered Entity any Security Incident affecting EPHI created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity, of which Business Associate becomes aware.
  - 5.4. HIPAA Security Regulations Compliance. Business Associate agrees to comply with Sections 164.306, 164.308, 164.310, 164.312, and 164.316 of Title 45, Code of Federal Regulations with respect to all EPHI.
6. Term and Termination.
- 6.1. Term. This Agreement shall take effect on Effective Date, and shall terminate when all of the PHI disclosed to Business Associate by Covered Entity or created or received by Business Associate on behalf of Covered Entity, is destroyed according to applicable records retention guidelines or returned to Covered Entity, or, if it is infeasible to return or destroy PHI in accordance with applicable records retention guidelines, protections are extended to such information, in accordance with the termination provisions in this Section 6.
  - 6.2. Termination for Cause. If Covered Entity determines that Business Associate has breached a material term of this Agreement, Covered Entity will provide written notice to Business Associate that sets forth Covered Entity's determination that Business Associate breached a material terms of this Agreement, and Covered Entity may:
    - 6.2.1. Provide written notice to Business Associate that provides an opportunity for Business Associate to cure the breach or end the violation, as applicable. If Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, then Covered Entity may immediately thereafter terminate this Agreement; or
    - 6.2.2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure it not possible
    - 6.2.3. If neither termination nor cure is feasible as provided in Section 6.2.1 and 6.2.2 of this Agreement, Covered Entity will report the violation to the Secretary.
  - 6.3. Effect of Termination.
    - 6.3.1. Except as provided in Section 6.3.2 of this Agreement, upon termination of this Agreement, for any reason, Business Associate will return or destroy in accordance with records retention guidelines all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision also applies to PHI that is in the possession of

subcontractors or agents of Business Associate. Business Associate will retain no copies of the PHI.

6.3.2. In the event that Business Associate determines that returning or destroying the PHI in accordance with records retention guidelines is infeasible, Business Associate will provide to Covered Entity notification of the conditions that make return or destruction in accordance with records retention guidelines infeasible. Upon reasonable determination that return or destruction of PHI in accordance with records retention guidelines is infeasible, Business Associate will extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains the PHI.

## 7. Miscellaneous

- 7.1. Regulatory References. A reference in this Agreement to a section in the HIPAA Privacy Regulations or the HIPAA Security Regulations means the section as in effect or as amended.
- 7.2. Amendment. If any new state or federal law, rule, regulation, or policy, or any judicial or administrative decision affecting the use or disclosure of PHI is enacted or issued, including but not limited to any law or regulation affecting compliance with the requirements of the HIPAA Privacy Regulations or the HIPAA Security Regulations, the parties agree to take such action in a timely manner and as is necessary for the Covered Entity and Business Associate to comply with such law, rule, regulation, policy or decision. If the parties are not able to agree on the terms of such an amendment, either party may terminate this Agreement on at least thirty (30) days prior written notice to the party.
- 7.3. Survival. The respective rights and obligations of Business Associate under Section 6.3 of this Agreement (“Effect of Termination”) shall survive the termination of this Agreement.
- 7.4. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Privacy Regulations and the HIPAA Security Regulations. The section and paragraph headings of this Agreement are for the convenience of the reader only and are not intended to act as a limitation on the scope or meaning of the sections and paragraphs themselves.
- 7.5. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Business Associate and Covered Entity and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- 7.6. Assignment. This Agreement shall not be assigned or otherwise transferred by either party without the prior written consent of the other, which consent shall not be unreasonably withheld provided that no such consent shall be required for either party’s assignment or transfer of this Agreement in connection with a sale or transfer of all or substantially all of the business or assets of the assigning party. This Agreement shall be binding on and inure to the benefit of all the parties hereto and their permitted successors and assigns.

- 7.7. Entire Agreement. This Agreement constitutes the entire agreement between the parties as to its subject matter and supersedes all prior communications, representations, and agreements, oral or written, of the parties with respect to its subject matter.
- 7.8. Severability and Waiver. The invalidity of any term or provision of this Agreement will not affect the validity of any other provision. Waiver by any party of strict performance of any provision of this Agreement will not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision of this Agreement.
- 7.9. Notices. Any notices permitted or required by this Agreement will be addressed as follows or to such other address as either Party may provide to the other.

If to Covered Entity:

Viggo Forde  
Snohomish County  
3000 Rockefeller Avenue, M/S 504  
Everett, WA 98201

If to Business Associate:

Navigate Wellness, LLC  
Attn: Jeremy Knipper  
140 S 68<sup>th</sup> St, Suite 2200  
West Des Moines, IA 50266

- 7.10. Counterparts. This Agreement may be executed in multiple counterparts all of which together will constitute one agreement, even though all Parties do not sign the same counterpart. Electronic or facsimile transmission of any signed original document, and retransmission of any signed electronic or facsimile transmission, shall be the same as delivery of an original.
- 7.11. Effective Date. This Agreement is effect on execution or on the first day upon which Business Associate received PHI from Covered Entity, whichever is earlier ("Effective Date").
- 7.12. Venue and Choice of Law.
- 7.12.1. This Agreement shall be governed by the laws of the State of Washington, without giving effect to any conflict-of-law provision that would result in the laws of any other jurisdiction governing this Agreement.
- 7.12.2. Each Party submits to the jurisdiction of any state or federal court sitting in the State of Washington, in any action or proceeding arising out of or relating to this Agreement. Each Party agrees that all claims in respect of the action or proceeding may be heard and determined in any such court.

## 8. Penalties.

- 8.1. Business Associate shall be responsible for the full cost of all civil and criminal penalties assessed upon Business associate as a result of the failure of the Business Associate, its officers, directors,

employees, contractors or agents to comply with this Agreement. This obligation shall survive the expiration or termination of this Agreement.

8.2. Covered Entity shall be responsible for the full cost of all civil and criminal penalties assess upon Covered Entity as a result of the failure of Covered Entity, its officers, directors, employees, contractors or agents to comply with this Agreement. This obligation shall survive the expiration or termination of this Agreement

9. Applicability

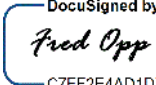
9.1. The Parties recognize that this Agreement is intended to apply if HIPAA and HITECH are implicated by the work performed by a subcontractor for Business Associate or on its behalf. If HIPAA/HITECH does not apply, then the rights and obligations of the Parties under this Agreement are a nullity and the Parties agree that they must look elsewhere for a definition of their relative rights and obligations.

IN WITNESS WHEREOF, the Parties hereto have caused this BUSINESS ASSOCIATE AGREEMENT to be duly executed as of the Effective Date.

COVERED ENTITY:

BUSINESS ASSOCIATE:

\_\_\_\_\_  
For Snohomish County                      Date

DocuSigned by:  
 Fred Opp  
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For: NAVIGATE WELLNESS, LLC                      Date  
4/17/2024