

BOH CONTRACT SUMMARY

- New Contract**
 Renewal

NAME OF ORGANIZATION	IDPH-Wisewoman Program- Noom
EFFECTIVE DATES OF CONTRACT	October 1, 2024-September 30, 2025
BRIEF DESCRIPTION OF CONTRACT PURPOSE	The Illinois Wisewoman Program, through its CDC Cooperative, will soon provide Noom to participants in the WISEWOMAN Program. Noom is a subscription-based app designed to help users achieve sustainable fitness and weight loss by emphasizing behavioral changes and education. This program is reimbursable for WISEWOMAN participants.
MCDH DEPT/STAFF INVOLVED	WISEWOMAN program staff
CONTRACT TERMS	MCDH will purchase Noom through the grant agreement with the WISEWOMAN Program and will be reimbursed per participant monthly.
FINANCIAL TERMS	\$175.00 per participant to be determined based on usage for the applicable number of activated eligible users during the previous month
INDEMNIFICATION CLAUSE?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
SPECIAL ARRANGEMENTS, REQUIREMENTS, CONDITIONS	



One Palmer Square, Suite 441
Princeton, NJ 08542

Enterprise (PPPY) Order #1

Bill To
McHenry County Health Department
2200 North Seminary Avenue
Woodstock, Illinois 60098

Ship To

Start Date	Subscription Term	Billing Frequency	Renewal Term	Payment Terms	PO Required?
10/1/2024	5 years	Monthly, in arrears	12 months	Net 30	No

Service	Maximum User Count (Eligible Users)	Enrollment Fee (per Eligible User activation per year)	Total Fees (\$USD)
Noom Weight – PPPY	1,300	\$175.00	To be determined monthly based on usage for the applicable number of activated Eligible Users during the previous month.

TERMS & CONDITIONS

- Agreement.** The Parties agree that the McHenry County Health Department (“Employer”) shall purchase the Services above and is legally bound by the Master Services Agreement at <https://web.noom.com/legal/msa/> (the “MSA”) and this Order, including any schedules, exhibits, attachments and addenda hereto (the “Agreement”). Where the terms of the MSA and this Order contradict, this Order shall govern. The Agreement constitutes the entire agreement between the parties for the Services above and cannot be modified without both Parties’ prior written consent, including by any terms in any purchase order.
- Term.** The term of this Order (“Subscription Term”) commences on the Start Date and expires at the end of the Subscription Term. The Subscription Term shall automatically renew for the Renewal Term for Services at the then-current Maximum User Count unless either Party provides written notice of non-renewal at least ninety (90) days prior to the end of the then-current Subscription Term.
- Fees.** Upon execution of this Order and for each Renewal Term, Employer shall pay the Total Fees at the Billing Frequency as set forth above. All fees hereunder are payable by ACH, wire transfer, or as otherwise stated in the applicable invoice. The above Pricing Terms shall increase by five percent (5%) annually on each anniversary of

the Start Date. For the avoidance of doubt, an Enrollment Fee will be assessed in the month of an Eligible User's activation of the Services through redemption of their unique identifier to access the Services. Upon redemption of the unique identifier, the individual shall be an Eligible User for the duration of the Subscription Term and their access may not be transferred to another individual. Notwithstanding the foregoing, Illinois Department of Public Health shall be fully responsible and liable for the performance and obligations of the Employer.

- Maximum User Count. During the Subscription Term, Noom shall make available to Employer the ability to offer access to the Services on a first come, first serve basis for up to the Maximum User Count. Employer represents and warrants that the Maximum User Count is the true and accurate number of the maximum Eligible Users that could access the Services as of the Start Date (e.g., for an employee wellness program, the total number of employees) and shall provide an updated number each and every three (3) months of the Subscription Term.
- Reporting. On a quarterly basis, Noom shall provide to Employer, in a format mutually agreed by the Parties, Noom's standard aggregated reports.

[Signature Page to Follow]

Acknowledged and Agreed:

Noom, Inc.

McHenry County Health Department

Name:
Title:
Date:

Name:
Title:
Date: