



TELADOC HEALTH SERVICES AGREEMENT

This **Teladoc Health Services Agreement** ("Agreement") is entered into on **October 1 2025** ("Effective Date"), by and between **Teladoc Health, Inc.** ("Teladoc Health") and **Town of Apex** ("Employer"). Teladoc Health and Employer shall be referred to herein as the "**Parties**" and each individually as a "**Party**".

Introduction

A. Teladoc Health provides (i) a suite of telehealth services, (ii) a suite of expert medical information services, and (iii) a suite of online health coaching programs related to the management of chronic health conditions, as more fully described in the Exhibit(s) and/or Addendum(s) (collectively "**Exhibits**") incorporated in this Agreement (such services and programs, the "**Services**").

B. Employer desires to purchase the Services for use by certain of its employees ("**Employees**") and their eligible dependents ("**Eligible Dependents**") as an additional benefit in connection with Employer's employee benefits program. "Eligible Dependent" means a "dependent," as defined under the Internal Revenue Code, I.R.C. § 152, or as may be mutually agreed between the Parties. Employees and Eligible Dependents are referred to as "**Member(s)**".

Terms and Conditions

1. Scope.

This Agreement sets forth the terms and conditions under which Teladoc Health will provide the Services to Employer. Employer agrees to provide access to the Services to all Members and to inform the Members regarding the availability of the Services as provided in this Agreement. The specific Services that Employer has engaged Teladoc Health to provide, as well as the specific terms and conditions applicable to the provisions of those Services, are described in the attached Exhibit(s), which are incorporated by reference and made a part of this Agreement.

Capitalized terms used but not separately defined in the Exhibits shall have the meanings assigned to them in this Agreement. In the event of a conflict between terms set forth in this Agreement and the terms of an Exhibit or Attachment to the Agreement, the terms of the Exhibit or Attachment will govern.

2. Term and Termination; Survival. This Agreement commences on the Effective Date and will continue in force until all Exhibits have terminated or expired ("**Term**"), unless terminated earlier as outlined below; *provided, however*, that the provisions of Section 3 (*Intellectual Property Rights*), Section 5 (*Protected Health Information; Confidential Information*), Section 7 (*Indemnification; Limitations of Liability*), and Section 11 (*Miscellaneous*), as well as any other provision that contemplates performance or observance subsequent to the expiration or termination of this Agreement shall survive any expiration or termination of the Agreement. Either Party may terminate this Agreement and/or any Exhibit (a) for the other Party's material breach of the Agreement or an Exhibit, which breach has not been cured, or cannot reasonably be cured, within 30 days after receipt of written notice by the non-breaching Party; or (b) for the other Party's Insolvency. In addition, Teladoc Health may terminate this Agreement and/or any Exhibit if (i) a change in law or regulation would, in the reasonable opinion

of Teladoc Health, make the Services to be provided unlawful or impracticable and (ii) the Parties are unable to agree on amendments to this Agreement and/or the affected Exhibit to mitigate the effects of such change in law or regulation within 30 days of Teladoc Health's notice to Employer of its intent to terminate this Agreement and/or the applicable Exhibit. For the purposes of this Agreement, "**Insolvency**" means that the other Party files or is subject to any voluntary or involuntary bankruptcy, receivership, or assignment for the benefit of creditors or similar proceeding. Termination of an Exhibit will not affect any other Exhibit then in effect but termination of this Agreement will result in immediate termination of all Exhibits then in effect.

3. Intellectual Property Rights.

3.1 Employer acknowledges that all materials relating to the Services that are developed by or on behalf of Teladoc Health including those provided to Employer by Teladoc Health (including, without limitation, any software, systems, certain methods, devices, equipment and communication and/or Member engagement materials referred to in the attached Exhibit(s)) included as part of the Services, and all trade names, service marks, trademarks and logos that are owned by Teladoc Health, and such other trade names, trademarks and logos as may be used hereafter by Teladoc Health in connection with its business (the "**Teladoc Health Marks**") are the unique intellectual property of Teladoc Health (the "**Intellectual Property**"), and Employer agrees that it will not: (a) duplicate the Services in any format that would, in whole or in part, infringe upon the intellectual property rights of Teladoc Health, and will not use the Intellectual Property in any manner other than pursuant to this Agreement; (b) distribute, rent, sell, lease, or grant a sublicense or otherwise display, disclose, transfer, or make available the Services to any parties other than Members; (c) modify, change, reverse engineer, decompile or disassemble, the software underlying the Services or

otherwise attempt to discover any such software source code or underlying Confidential Information; (d) work around any technical limitations, security devices or other restrictions in the Services; or (e) remove, efface, or obscure any copyright notices, logos, or other proprietary notices or legends (whether of Teladoc Health or its licensors) from the Services.

3.2 Pursuant to the terms of this Agreement and only in a manner that has been approved by Teladoc Health in advance, Teladoc Health grants Employer a limited, non-exclusive, non-transferable, revocable license to use the Teladoc Health Marks in communications with its Employees regarding the Services during the Term. Teladoc Health agrees that, if applicable, Employer may describe the Services in its health benefits plan materials, provided that any such descriptions are approved in advance by Teladoc Health.

3.3 Employer hereby grants to Teladoc Health a limited, non-transferable, fully-paid, worldwide, non-exclusive right and license to use, reproduce, adapt, incorporate, integrate, and distribute Employer's trade names, trademarks, and logos in connection with its promotion and delivery of the Services to Members, during the Term, solely as necessary to perform its obligations under this Agreement.

4. No Joint Undertaking. Teladoc Health and Employer are and shall at all times function as independent contractors under this Agreement, and neither Teladoc Health nor Employer is authorized to assume or create any obligations or liabilities, express or implied, on behalf of or in the name of the other Party, except to the extent otherwise specifically contemplated herein. The employees, agents, representatives, providers, methods, facilities and equipment of a Party shall at all times be under the exclusive direction and control of that Party.

5. Protected Health Information; Confidential Information.

5.1 Teladoc Health is a Covered Entity Provider ("**CE Provider**") as defined by and pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended ("**HIPAA**"), including but not limited to those changes adopted and incorporated by Section XIII of the American Recovery and Reinvestment Act of 2009 ("**ARRA**") known as Health Information Technology for Economic and Clinical Health ("**HITECH**"). As such, Teladoc Health maintains compliance with the HIPAA as a CE Provider with respect to PHI it collects, maintains, and uses to deliver the Services. With respect to the delivery of the Services and activities supporting the delivery of the Services, Employer acknowledges that Teladoc Health is not acting as its business associate.

5.2 MUST BE COMPLETED by Employer: By choosing the appropriate box below, Employer confirms one of the following statements:

☐ Services being provided under this Agreement are being incorporated as part of Employer's Group Health Plan, as defined by 45 C.F.R. § 160.103, and to the extent that Teladoc Health performs any functions on behalf of Employer's Group Health Plan, as defined by 45 C.F.R. § 160.103, the receipt, creation, use, and/or disclosure of Protected Health Information by Teladoc Health to perform such functions will be governed, as applicable, by the Teladoc Health Business Associate Agreement attached to this Agreement as **Exhibit 1**.

OR

☒ Services being provided under this Agreement are not being incorporated as part of Employer's Group Health Plan, as defined by 45 C.F.R. § 160.103 and Teladoc Health is not performing any functions on behalf of the Group Health Plan.

5.3 For purposes of this Agreement, "**Disclosing Party**" shall mean the Party that discloses any Confidential Information, as defined below, to the other Party to this Agreement, and the "**Receiving Party**" shall mean the Party that receives any Confidential Information, as defined below, from the other Party to this Agreement.

- (a) For purposes of this Agreement, "**Confidential Information**" shall include information: (i) that is generally unavailable to the public; and (ii) that has actual or potential economic value to the Disclosing Party. Confidential Information shall include trade secrets, discoveries, developments, designs, improvements, inventions, concepts, formulas, software programs, processes, products, techniques, methods, know-how, research, technical data (whether or not any of the foregoing are patentable or registerable under copyright or similar statutes, and including all rights to obtain, register, perfect, and enforce those proprietary interests) and any other Intellectual Property, customer and supplier lists, price lists, business plans, forecasts, analyses, contracts, and all program, marketing, sales, or other financial data or business information disclosed to the Receiving Party by the Disclosing Party, either directly or indirectly, in writing or orally or by drawings or observation, together with and any summaries, modifications or enhancements of the same, and any content related to the Disclosing Party's products and services in any medium (images, audio, video, etc.), and any other information that a reasonable party would conclude is confidential or proprietary in nature, regardless of whether it is marked as such. Confidential Information shall also include, without limitation,

- employee information not otherwise defined as Protected Health Information by 45 C.F.R. § 160.103
- (b) Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it: (i) is or becomes a part of the public domain through no act or omission on the part of the Receiving Party; (ii) is disclosed to third parties by the Disclosing Party without restriction on such third parties; (iii) is in the Receiving Party's possession, without actual or constructive knowledge of an obligation of confidentiality with respect thereto, at or prior to the time of disclosure under this Agreement; (iv) is disclosed to the Receiving Party by a third party having no obligation of confidentiality with respect thereto; (v) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; or (vi) is released from confidential treatment by written consent of the Disclosing Party.
 - (c) Notwithstanding the foregoing, portions of Confidential Information may be disclosed pursuant to the request of a governmental agency or third party if such disclosure is required by operation of law, regulation or court order, provided the Receiving Party gives the Disclosing Party prompt written notice of such proposed disclosure in order to enable the Disclosing Party to obtain an appropriate protective order, if it so desires and the Receiving Party discloses only that portion of the Confidential Information that is legally required.
 - (d) The Receiving Party shall hold and maintain the Confidential Information of the Disclosing Party in strictest confidence and, except as otherwise set forth in this Agreement, shall not (i) disclose such Confidential Information to third parties; or (ii) use such Confidential Information for any purpose other than the exercise of its rights or performance of its obligations under this Agreement. Notwithstanding anything to the contrary in this Agreement, the Receiving Party shall have the right to disclose Confidential Information to those of its employees, contractors, advisors and agents who have a need to know such Confidential Information to perform their duties, provided that any such individuals are bound to maintain such information in confidence consistent with the terms of this Section.
 - (e) The Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information of the Disclosing Party in violation of this Agreement may cause the Disclosing Party irreparable harm, and that monetary damages may not be a sufficient remedy. Thus, the Receiving Party agrees that the Disclosing Party shall have the right to apply to a court of competent jurisdiction to seek an injunction or other equitable remedy respecting such violation or continued violation, in

addition to any other remedies available to the Disclosing Party at law or in equity. If any action at law or in equity is brought to enforce or interpret the provisions of this Section, the prevailing Party in such action shall be entitled to reasonable attorneys' fees.

- (f) Upon request, the Receiving Party shall promptly return to the Disclosing Party any and all records, notes and other written, printed or tangible materials pertaining to the Confidential Information of the Disclosing Party and will destroy all records, notes and other materials containing Confidential Information stored in electronic or other non-tangible media (and provide certification of such destruction on Disclosing Party's request); provided that Receiving Party shall not be required to destroy any Confidential Information that is stored on automatic computer back-up or archiving systems pursuant or that is otherwise impractical to destroy, it being agreed that any such Confidential Information remains subject to the terms of this Section 5 so long as it is retained by Receiving Party.

6. Representations of the Parties; Disclaimer.

6.1 Each Party represents that (a) it has the necessary and actual right and authority to enter into and to perform its obligations under this Agreement, (b) it has taken all necessary corporate action to authorize the execution, delivery, and performance of this Agreement, (c) this Agreement constitutes a valid and binding obligation enforceable against the Party in accordance with its terms, and (d) it will perform its obligations under this Agreement in a manner that complies with all laws applicable to such Party.

6.2 Employer represents that (a) Employer has sought its own legal advice with respect to the use of the Services as part of a wellness program, if applicable; and (b) Teladoc Health has not provided Employer with advice regarding the legality of any of Employer's wellness programs or use of the Services for such wellness programs.

6.3 Each Party represents that it will maintain such insurance coverage as is reasonably necessary to support its respective obligations under this Agreement, which, for Employer, shall be at least a commercially reasonable general liability policy and cyber liability insurance with commercially reasonable limits in proportion to Employer's cyber liability risks.

Specifically, Teladoc Health represents that during the Term, it will maintain the following minimum types and amounts of insurance in the provision of the Services, with carriers having an AM Best Rating of A- or better:

- (a) Workers Compensation Insurance in an amount satisfying statutory requirements;

- (b) General Liability coverage of \$1 million per occurrence/\$2 million aggregate;
- (c) Technology Errors and Omissions and Cyber Risk Liability coverage (including network security and privacy liability) of \$10 million per claim/annual aggregate; and
- (d) With respect to telehealth services, Teladoc Health will ensure that each physician is provided with the requisite medical malpractice insurance coverage, in all cases complying with the minimum requirements of the applicable jurisdiction but in no event less than \$1 million per occurrence and \$2 million annual aggregate.

Upon request, Teladoc Health will provide Employer with a certificate evidencing the above insurance coverage.

6.4 Employer acknowledges and agrees that except as explicitly set forth in this Agreement or any Exhibit, Teladoc Health EXPRESSLY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY AS TO THE SERVICES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR TITLE.

7. Indemnification; Limitations of Liability.

7.1 Each Party agrees that it is solely liable for any breach, misrepresentation, error or omission by its employees, agents and representatives concerning the Services or otherwise made by such Party in fulfilling its obligations under this Agreement.

7.2 Teladoc Health's total liability (including the liability of any of its officers, employees, or agents) relating to claims for damages arising from or relating to the performance of this Agreement shall be limited to direct (reasonably foreseeable) and actual damages and shall in no event exceed the amount of Fees paid by Employer during the twelve (12) months immediately preceding the first event, action, or omission giving rise to Teladoc Health's liability; *provided, however, that:*

- (a) Teladoc Health's total liability arising from (i) a breach of the Teladoc Health Business Associate Agreement attached as Exhibit 1, if applicable, or Section 5.3 of the Agreement or (ii) a claim asserted by a third party relating to Teladoc Health's

performance of its obligations under this Agreement shall in no event exceed \$5 million; and

- (b) in the event of a decision of liability attributed to both Parties, each Party's obligation will be limited by its relative fault as compared to the other Party and/or any third party in such matter.

Client expressly waives any right to seek consequential, indirect, exemplary, punitive, or special damages for claimed losses arising from or relating to the performance of this Agreement from Teladoc Health including, without limitation, claims for loss of business, data, revenue, profits, or goodwill, even if the Parties had knowledge of the possibility of such damages and whether or not such damages were foreseeable.

7.3 This Section has been removed.

7.4 In defending against any claim or action pursuant to Section 7.1 based upon an allegation that the Services infringe the intellectual property rights of a third party, Teladoc Health may at its option (a) procure for Employer the right to continue using the Services, or (b) modify or replace the Services so that it no longer infringes. If Teladoc Health concludes in its sole judgment that neither of the foregoing options is commercially reasonable, then Teladoc Health may terminate this Agreement and cease providing the Services, upon which Employer will cease offering the Services. This Section 7.4 specifies Teladoc Health's entire liability and Employer's exclusive remedy for infringement.

8. Data Transmission Security. Data transmission security is the process of sending data from one computer system to another in a secure manner so that only the intended recipient of the data receives the data and the data sent is identical to the data received. When ePHI (Electronic Protected Health Information) is transmitted over an electronic communications network (i.e., "the internet"), transmissions of ePHI to and from Teladoc Health will utilize Secure File Transport Protocol (SFTP).

Employer and its representatives are expressly prohibited from indirectly or directly, knowingly violating or attempting to violate the security of Teladoc Health's web sites, including, without limitation, accessing data not intended for such user or logging into a server or account that such user is not authorized to access, attempting to probe, scan or test the vulnerability of the system or network or to breach security or authentication measures, scanning or testing the performance of the system or network, attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus or "trojan horse" to the Web site, overloading, "flooding", "mail bombing" or "crashing", or sending unsolicited electronic mail, including promotions and/or advertising of products or services. Violations of system or network security may result in civil or criminal liability. Teladoc Health will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting individuals involved in such violations.

9. Publicity. Teladoc Health may use Employer's trade name and logo on Teladoc Health's standard sales-deck and customer list(s) solely to indicate, during the Term, Employer's status as a customer of Teladoc Health, without other indications of endorsement. Any other use of Employer's trade name, trademark, service mark, or symbol in Teladoc Health's marketing, publicity or other promotional endeavors requires the prior consent of Employer.

10. Dispute Resolution. Except as provided in Section 5.3(e) or to protect a Party's Intellectual Property rights, prior to the institution of any formal court action, the Parties agree that any claim or controversy arising from this Agreement shall be considered and addressed by one representative from Teladoc Health and one representative from Employer at a meeting held upon at least five business days' advance notice from the complaining Party. Such meeting shall be held at a neutral location in the city where the non-complaining Party has its principal office or, if agreed by the Parties, may be conducted virtually by video conference. If the claim or controversy is not resolved by the representatives at such meeting or within five business days thereafter, either Party may proceed with court action.

11. Miscellaneous.

11.1 Entire Agreement; Amendment; Severability. This Agreement (including any Exhibits or attachments hereto) constitutes the entire agreement by and between Teladoc Health and Employer with respect to any of its subject matter, and any representation, warranty, covenant, understanding or agreement not contained or incorporated herein by reference shall be of no force or effect. This Agreement supersedes all prior proposals, discussions, writings, and agreements between the Parties relating to the subject matter hereof. This Agreement may only be modified in writing, signed by an authorized representative of each Party. If any provision of this Agreement is

determined to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather this Agreement shall be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties shall be construed and enforced accordingly.

11.2 Waiver. No waiver by either Party of a breach or default under this Agreement shall be effective unless in a writing signed by the Party to whom such compliance is owed. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision or of any subsequent breach or default.

11.3 No Third-Party Beneficiaries. No person other than the Parties and their respective successors and permitted assigns is intended to be a beneficiary of this Agreement. In executing this Agreement, the Parties do not intend to create third-party beneficiary rights in anyone not a Party to this Agreement.

11.4 Force Majeure. Neither Party shall have liability to the other as a result of a Force Majeure Event; *provided, however*, that the non-performing Party uses commercially reasonable efforts to avoid or remove such causes of nonperformance and restore performance as soon as practicable. For purposes of this Agreement, "**Force Majeure Event**" means an event not reasonably foreseeable, beyond a Party's reasonable control, and occurring without its fault or negligence, including, without limitation (a) an act of nature, such as fire, flood, earthquake, storm, tornado, lightning, landslide, sink hole, or outbreak of disease, (b) a service failure caused by third parties, such as a power or utility outage or a labor dispute affecting suppliers or subcontractors, (c) a civil disruption such as war, invasion, insurrection, trade embargo, or activities by terrorists or public enemies, or (d) action by a governmental body that enjoins or prevents performance by a Party.

11.5 Notices. All notifications, consents, reports, requests, demands, and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed given: (a) three (3) days after being mailed (with return receipt requested), (b) when emailed, or (c) one (1) day after being sent via a recognized overnight courier service, to the Parties at the following addresses, or pursuant to such other instructions as may be designated in writing by the Party to receive such notice:

If to Teladoc Health:

Teladoc Health, Inc.
Attn: Chief Legal Officer
10 Grand Central
155 E 44th Street, 17th Floor
New York, NY 10017

Email: legalnotices@teladochealth.com

With a Copy to: clientservices@teladoc.com

If to Employer:

Apex Police Department
Attn: Nicole Lajoie
205 Saunders Street
Apex, NC 27502

Email: nicole.lajoie@apexnc.org

11.6 Governing Law; Jurisdiction; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to the conflict of laws principles of such State. Jurisdiction and venue for any and all disputes under this Agreement shall be the state and/or federal courts of Wake County, North Carolina.

11.7 Assignment. Neither Party may assign or otherwise transfer any of its rights, duties, or obligations under this Agreement, in whole or in part, by operation of law or otherwise, to any person or entity without the prior written consent of the other Party, except that a Party may assign its rights and obligations under this Agreement without the other Party's consent in the event of a corporate reorganization, consolidation with or merger into any person or a transfer of all or substantially all of its assets to any person. A party may also assign its rights and obligations under this Agreement to an entity it controls, is controlled by or is under common control with, provided that no such assignment shall relieve the transferring Party of its obligations under this Agreement without the consent of the other Party. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

11.8 Taxes. Employer shall be responsible for the payment of any taxes on amounts due to Teladoc Health, including, but not limited to, state and local sales, use, excise and

value-added taxes. Any taxes due on Teladoc Health's income or gross receipts shall be the sole responsibility of Teladoc Health. Applicable taxes will be invoiced by Teladoc Health to Employer unless Employer provides Teladoc Health with a valid applicable tax exemption certificate or a valid direct pay certificate from the appropriate State or States before an invoice is generated. Employer must promptly notify Teladoc Health if any such exemption certificate or direct pay certificate has been suspended, revoked or has expired.

If sales tax is not invoiced by Teladoc Health and a taxing jurisdiction subsequently imposes a sales tax on Teladoc Health as the remitting agent and Teladoc Health is compelled to pay such sales tax, Employer agrees to reimburse Teladoc Health for any such payments.

If applicable law obligates Employer to withhold or deduct taxes from amounts payable to Teladoc Health, Employer shall provide Teladoc Health with Employer's tax registration number assigned by the relevant taxing authority and official receipts or other documentary evidence of any such withholding, deduction or payment of tax.

11.9 Joint Preparation. This Agreement is deemed to have been prepared jointly by the Parties, and any uncertainty or ambiguity herein shall not be interpreted against either Party, but shall be interpreted according to the application of the rules of interpretation for arm's length agreements

11.10 Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts (and may be executed by way of email or electronic signature, any of which shall be considered an original) with the same effect as if the Parties had signed the same instrument. Each signatory represents that he/she has full authority to sign this Agreement on behalf of his/her respective Party and to bind and obligate such Party to the terms hereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Teladoc Health, Inc.		Town of Apex	
Laurie Woodward	Director, Contracts - Employee	Randal E. Vosburg	Town Manager
Print Name	Title	Print Name	Title
 Laurie Woodward (Sep 23, 2025 10:25:00 PDT)	09/23/2025		Friday, September 26th, 2025 5:14 PM UTC
Signature	Date		Date

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.



Jon Griffin, Finance Director

Confidential

Exhibit 1 Teladoc Health Business Associate Agreement

This TELADOC HEALTH BUSINESS ASSOCIATE AGREEMENT ("**BAA**") is entered into by and between Employer (referred to herein as "**Plan Sponsor**"), on behalf of Plan Sponsor's Group Health Plan ("**Covered Entity**"), and Teladoc Health, Inc. and its affiliated companies (referred to herein as "**Teladoc Health**") pursuant to the Teladoc Health Services Agreement dated **October 1, 2025** ("**Agreement**"), the terms and conditions of which are incorporated by reference into this BAA. The Effective Date of this BAA shall be the same as the Effective Date defined in the Agreement.

Introduction

WHEREAS, the U.S. Department of Health and Human Services ("**HHS**") has promulgated privacy and security requirements reflecting the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), Public Law 104-191; and the American Recovery and Reinvestment Act of 2009 (the "**ARR Act**"), including, without limitation, the requirements of the Health Information Technology for Economic and Clinical Health Act (the "**HITECH Act**"), which is part thereof, enacted and established additional provisions for written business associate agreements and required these additional provisions be incorporated into all business associate agreements;

WHEREAS, the HIPAA Rules provide that a covered entity is permitted to disclose protected health information to a business associate only if the covered entity has first obtained "satisfactory assurances," in the form of a written contract requiring that the business associate will appropriately safeguard such protected health information;

WHEREAS, Teladoc Health will be providing Services described in the Agreement ("**Services**");

WHEREAS, as part of performing the Services, Teladoc Health may be performing certain activities that are on behalf of Covered Entity and which create a business associate relationship between the Parties, thus necessitating a written contract that meets the applicable requirements of the HIPAA Rules

NOW THEREFORE, in consideration of the mutual promises contained herein, Covered Entity and Teladoc Health (each a "**Party**" and together the "**Parties**") agree as follows:

Terms

1. Definitions.

Definitions. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as set forth in the Privacy Rule, the Security Rule (as both are defined below) and/or the security and privacy provisions of the ARR Act and the HITECH Act that are applicable to Teladoc Health along with any regulations issued by HHS with respect to the ARR Act and the HITECH Act that relate to the obligations of agents and subcontractors of Teladoc Health.

- (a) "**Covered Services**" shall mean, as applicable, the activities Teladoc Health performs on behalf of Covered Entity. Such activities may include identifying individuals eligible for the Services, engaging individuals to enroll in the Services, and performing a return-on-investment analysis. Once an individual is enrolled in the Services, Teladoc Health is a covered entity Provider. As such, the delivery of, and activities related to the delivery of the Services are not activities performed by Teladoc Health on behalf of Covered Entity.
- (b) **Electronic Protected Health Information** or **ePHI** shall have the meaning given such term in 45 C.F.R. § 160.103, but limited to the information received from or created on behalf of Covered Entity by Teladoc Health to perform the Covered Services.
- (c) **HIPAA Rules** shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.
- (d) "**Individual**" shall have the same meaning as the term "individual" in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- (e) "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- (f) **Protected Health Information** or **PHI** shall have the meaning given such term in 45 C.F.R. § 160.103, but limited to the information received from or created on behalf of Covered Entity by Teladoc Health to perform the Covered Services.
- (g) "**Security Rule**" shall mean the Standards for Security of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

2. Permitted Uses and Disclosures by Teladoc Health. Teladoc Health may use and disclose PHI only as follows:

- (a) Teladoc Health may use or disclose PHI in order to perform its obligations under the Agreement relating to providing the Covered Services.
- (b) Teladoc Health may use or disclose PHI as Required By Law.

- (c) Teladoc Health may use PHI for the proper management and administration of Teladoc Health or to carry out the legal responsibilities of Teladoc Health.
- (d) Teladoc Health may disclose PHI for the proper management and administration of Teladoc Health, provided that – (1) the disclosures are Required by Law, or (2) Teladoc Health obtains reasonable assurances from the entity to which the information is disclosed that it will be held confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the entity, and the entity notifies Teladoc Health of any instances of which it is aware in which the confidentiality of the information has been breached.
- (e) Teladoc Health may use PHI to provide data aggregation services to Covered Entity.
- (f) Teladoc Health may use PHI to create de-identified information as defined by 45 C.F.R. §164.514(b). The Parties agree that once PHI is de-identified, it is no longer subject to this BAA.
- (g) Teladoc Health may use PHI to create a limited data set as defined by 45 C.F.R. §164.514(e)(2) and use and disclose such limited data set pursuant to 45 C.F.R. §164.514(e)(1).
- (h) Teladoc Health may use and disclose PHI for research purposes pursuant to a HIPAA compliant authorization form from the Individual or as permitted by and pursuant to 45 C.F.R. §164.512(i).
- (i) Teladoc Health may disclose PHI at the direction of Covered Entity to any other vendors of Covered Entity that provide other services for or on behalf of Covered Entity. Covered Entity hereby agrees that it shall not request or permit Teladoc Health to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA if done by Covered Entity.
- (j) Teladoc Health agrees to use reasonable efforts to limit PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request pursuant to 45 C.F.R. § 164.502(b).
- (k) Subject to any form signed by an Individual prohibiting such Disclosure, Teladoc Health may provide to Plan Sponsor PHI, subject to the requirements of 45 C.F.R. § 164.504(f)(2), for the purpose of carrying out legitimate plan administration functions that the Plan Sponsor performs on behalf of Covered Entity. Plan Sponsor agrees it will only request PHI for legitimate plan administration functions.

3. Obligations and Activities of Teladoc Health. Teladoc Health agrees to:

- (a) not use or disclose PHI other than as permitted or required by this BAA or as Required By Law.
- (b) use commercially reasonable and appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by this BAA.
- (c) in accordance with 45 C.F.R. § 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of Teladoc Health agree to the same restrictions, conditions, and requirements that apply to Teladoc Health with respect to such information.
- (d) report, within thirty (30) days of becoming aware, to Covered Entity any use or disclosure of the PHI not provided for by this BAA, any Breaches of Unsecured PHI as required at 45 C.F.R. 164.410, and any successful Security Incident of which it becomes aware. Successful Security Incidents shall not include pings and other broadcast attacks on Teladoc Health's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, Use or Disclosure of PHI.
- (e) mitigate, to the extent practicable, any harmful effect that is, or becomes, known of a use or disclosure of PHI by Teladoc Health or any of its employees, agents, contractors or subcontractors in violation of the requirements of this BAA, the Privacy Rule, ARR Act or HITECH Act.
- (f) implement and use appropriate policies and procedures for the identification and notification of Breach.
- (g) make available PHI in a Designated Record Set to the individual or the individual's designee as necessary to satisfy Covered Entity's obligation under 45 C.F.R. § 164.524. Teladoc Health will, at the request of the Individual or Covered Entity, provide a copy of PHI directly to the Individual or the Individual's designee.
- (h) make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under C.F.R. § 164.526.
- (i) maintain and make available the information required to provide an accounting of disclosures to the Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528.
- (j) comply with the requirements of Subpart E of 45 C.F.R. Part 164 to the extent Teladoc Health is to carry out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164.
- (k) make its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI available to the Secretary, in a time and manner reasonably designated by the Secretary, for purposes of having the Secretary determine Covered Entity's compliance with the Privacy Rule. Teladoc Health shall have an annual HIPAA compliance audit conducted by an independent third party auditor and, upon request by Covered Entity, provide the results of such annual audit to Covered Entity. In the event of a Breach occurs, Teladoc Health will conduct an additional audit which shall be shared with Covered Entity at Covered Entity's request as confirmation the issue causing the Breach was remediated.

4. Obligations of Covered Entity.

- (a) To Inform of Privacy Practices and Restrictions:
 - (1) Covered Entity shall notify Teladoc Health in writing of any limitation(s) in the Notice of Privacy Practices of Covered Entity under 45 C.F.R. § 164.520, to the extent that such limitation may affect Teladoc Health's use or disclosure of PHI.
 - (2) Covered Entity shall notify Teladoc Health in writing of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Teladoc Health's use or disclosure of PHI.
 - (3) Covered Entity shall notify Teladoc Health in writing of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Teladoc Health's use or disclosure of PHI.
- (b) Representations by Covered Entity. Covered Entity represents that it has the right and authority to disclose PHI to Teladoc Health to enable Teladoc Health to perform its obligations and provide services to Covered Entity. Except as otherwise permitted in this BAA, Covered Entity shall not request that or permit Teladoc Health to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity. Covered Entity will neither request nor require Teladoc Health to deliver any PHI to Covered Entity, plan sponsor, or a third party in violation of this BAA.

5. Term and Termination.

- (a) Term. This BAA shall take effect on the Effective Date and shall terminate when the Agreement terminates.
- (b) Termination for Cause. Both Parties agree that this BAA may be terminated by either Party upon breach of a material term of the BAA. The non-breaching Party shall:
 - (1) provide the breaching Party the opportunity to cure the breach or end the violation within fifteen (15) days; and
 - (2) if cure of such breach is not possible or if the breaching Party does not cure the breach or end the violation within fifteen (15) days, terminate the BAA.
- (c) Effect of Termination. Upon termination of this BAA for any reason, Teladoc Health shall:
 - (1) Retain only that PHI which is necessary for Teladoc Health to continue its proper management and administration or to carry out its legal responsibilities;
 - (2) Destroy the remaining PHI that Teladoc Health still maintains in any form;
 - (3) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this section, for as long as Teladoc Health retains the PHI;
 - (4) Not use or disclose the PHI retained by Teladoc Health other than for the purposes for which such PHI was retained and subject to the same conditions set out at section 2(c) and 2(d) which applied prior to termination; and
 - (5) Destroy the PHI retained by Teladoc Health when it is no longer needed by Teladoc Health for its proper management and administration or to carry out its legal responsibilities.
- (d) Survival. The obligations of Teladoc Health under this section 5 shall survive the termination of this BAA.

6. Miscellaneous.

- (a) Regulatory References. Any reference in this BAA to a section of the HIPAA Rules means the section as in effect or as amended.
- (b) Amendment. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- (c) Interpretation. Any ambiguity in this BAA shall be interpreted to permit compliance with the HIPAA Rules.
- (d) No Third-Party Beneficiaries. Nothing expressed or implied in this BAA is intended to confer, nor shall anything in the BAA be deemed to confer, upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- (e) Governing Law. This BAA shall be governed by and construed in accordance with the laws of the State of New York.

BETTERHELP SERVICES EXHIBIT

This **BetterHelp Services Exhibit** (the “**Exhibit**”) is entered into on **October 1, 2025** (“**Effective Date**”), by and between **Teladoc Health, Inc.** (“**Teladoc Health**”) on behalf of its wholly owned subsidiary, **BetterHelp, Inc.** (“**BetterHelp**”) and **Apex Police Department** (“**Employer**”), pursuant to the terms of the Teladoc Health Services Agreement entered into by Teladoc Health and Employer, dated **October 1, 2025** (“**Agreement**”), the terms and conditions of which are incorporated by reference into this Exhibit. Teladoc Health and Employer shall be referred to herein as the “**Parties**” and each individually as a “**Party**”.

I. Introduction

- A. BetterHelp provides online therapy services, as more fully described below (collectively, the “**Online Therapy Services**”), and has entered into a contract with one or more professional associations that employ and/or contract with various mental health practitioners (collectively, the “**Provider(s)**”), and for which BetterHelp provides various operational and administrative services to the Provider. The various mental health practitioners are employed by, or under a contractual arrangement with, the Provider form a network that is designed to facilitate online therapy visits provided by mental health practitioners who provide patient care via electronic exchange (“**Online Therapy Visit(s)**”) to individuals desiring to purchase the Online Therapy Services. The arrangement between BetterHelp and the Provider permits BetterHelp to offer a program to its customers that consists of: (a) a network of various mental health practitioners who provide online therapy via electronic exchange; and (b) support for the operation and administration of that network, as further described herein.
- B. Employer desires to purchase Online Therapy Services for use by certain of its employees (“**Employees**”) and their eligible dependents as an additional benefit in connection with Employer’s employee benefits program. “Employees and eligible dependents are collectively and each referred to as “**Member(s)**.” A Member may enroll in the Online Therapy Services as described below, and upon enrollment the Member shall thereafter be defined as a “**Participant**.”

II. Term and Termination

- A. BetterHelp will provide the Online Therapy Services commencing on **October 1, 2025** (“**Start Date**”). This Exhibit commences on the Effective Date and will continue in force for an initial term that will end on **June 30, 2026**, the **first** anniversary of the Start Date (“**Initial Term**”), unless terminated earlier pursuant to **Section II(B)** below. Unless otherwise agreed by the Parties, at the expiration of the Initial Term, the Exhibit will be extended automatically on a year-to-year basis on **July 1st** (“**First Renewal Term**”), unless either Party has given written notice to the other at least 60 days prior to the scheduled expiration of this Exhibit of its election not to extend the Term. For the avoidance of doubt, after the Initial Term, the renewal terms will begin on July 1st and end on June 30th the following year. Any extensions of this Exhibit past the First Renewal Term are referred to as “**Renewal Term**”. The Initial Term, the First Renewal Term and any Renewal Terms of this Exhibit are collectively referred to as the “**Exhibit Term**.”

III. Services

- A. During the Exhibit Term, BetterHelp will provide the Online Therapy Services described in this Exhibit, which consist of Online Therapy Services to Participants and Online Therapy Services to Employer. As used in this Exhibit, the following terms shall have the following meanings:

“**BetterHelp Platform**” means online platform through which counseling may be provided, available through BetterHelp’s website(s) and mobile app(s). Access to the BetterHelp Platform allows Members to contact with therapists for professional counseling via asynchronous messaging, real-time chat, phone sessions, and video sessions. BetterHelp Platform Services shall be provided and conducted in English, with services provided in other languages on an as-available basis.

“**PEPM**” means “Per Employee Per Month,” which the Parties recognize as a common term in the health care industry. For purposes of this Exhibit, PEPM is defined as the applicable rate paid by Employer to Teladoc Health for each Employee who is eligible to utilize the Online Therapy Services each month.

“**Sessions**” will be defined as a Participant engaged in at least one of the following:

1. asynchronous messaging exchange over a week time (anything under 500 words would not be considered as a billable session) with a Therapist hosted on the BetterHelp Platform;
2. at least one live telephone session with a Therapist hosted on the BetterHelp Platform;
3. at least one live video session with a Therapist hosted on the BetterHelp Platform;
4. at least one live chat session with a Therapist hosted on the Platform.
5. include any of the messaging, real-time chat, phone sessions, and video sessions provided in accessing Services.
6. If within a week, a Participant had a live Session (as defined in Sections 2, 3, 4, and asynchronous text messaging exchange – it would still be considered as one (1) session for invoicing purposes.

"Therapist" means an accredited, trained, and experienced licensed psychologist, licensed marriage and family therapist, licensed clinical social worker, licensed professional counselor, or similar applicable recognized professional certification based on their state and/or jurisdiction.

B. Online Therapy Services for Participants. BetterHelp will provide the following Online Therapy Services to Participants:

1. BetterHelp Business Coverage Includes:

- Access to the BetterHelp Platform (Journaling, Groups, Classes, etc.)
- Individual Therapy
- Couples Therapy
- Teen Therapy (13+ years of age)

2. BetterHelp Business Plus

- **Meditation, Relaxation, Sleep & Wellness App.** This benefit is in partnership with BetterSleep.

** For the avoidance of doubt, Parties acknowledge that the provided add-ons are not a part of BetterHelp and not included in Services.*

C. Online Therapy Services for Employer. BetterHelp will provide the following services to Employer.

1. Account Support. BetterHelp will be available to Employer to assist with the following:

- Designated Account Manager
- 1 BeWell Session*
- Onsite Crisis Management + Fitness for Duty Evaluation as described in Exhibit 1*
- Implementing Online Therapy Services
- Administrative Support (member communications for Open Enrollment + year round)
- Launching the Participant Engagement Package(s) described below, and monitoring its performance
- Providing assistance to Employer in answering questions and resolving issues
- Reviewing and explaining reporting

*These services are optional and not included in the Fees listed below in Section IV A. If an Employer opts to use these services, additional costs may be incurred.

2. Reporting. BetterHelp will provide Employer with the following reporting:

- 24/7 Utilization, ROI and Billing Reporting

3. Communications & Participant Engagement. Fees include the following Participant Engagement Package(s):

i. Member Engagement Package:

- a. BetterHelp will provide templates including description of the Online Therapy Services and monthly administrator toolkits for use by Employer to communicate the Online Therapy Services to Employees. Any changes or modifications to such template description, and any and all materials used by Employer or its agents to describe the Online Therapy Services (other than the template descriptions provided by BetterHelp), must be approved in advance in writing by BetterHelp prior to distribution. Such communications include, but are not limited to, those that are in written form, on websites, on the radio, on television, sent by email, sent by fax, etc. In addition, Employer hereby authorizes BetterHelp to communicate directly with the Members via email for the purpose of: (i) promoting the Online Therapy Services and ancillary services or products related to the provision of virtual care; and (ii) treatment, payment, and health care operations of BetterHelp.

D. Employer Responsibilities:

1. Provide the BetterHelp approved description of the Online Therapy Services to Employees.
2. Cooperate with BetterHelp in implementing the Online Therapy Services.
3. Provide consistent contextual placement of content and messaging related to the Online Therapy Services across all appropriate Employee touch-points (e.g. Employee Benefits Portal, Direct Outreach, Open Enrollment, Newsletters, etc.).
4. Provide BetterHelp with timely and accurate contact information for Employees, which may include: Name (first, last, middle initial), mailing address, and/or email address. Employer acknowledges that it is the responsibility of the Employer to obtain all legally required consents/provide all legally required disclosures to Members to obtain the email addresses of the Members and provide these to BetterHelp or to upload these to the self-service BetterHelp landing page, for the purpose of BetterHelp administering the eligibility of its Members to use the Online Therapy Services contemplated herein. It is also the responsibility of the Employer to notify and disclose to Members/Participants that some non-PII aggregated information about usage will be shared with the Employer in relation to the Online Therapy Services provided herein.

5. Employer acknowledges and agrees that each Participant's access to the BetterHelp Platform shall be subject to his or her completing enrollment through the online BetterHelp Platform located at <https://betterhelp.com> and agreeing to the terms and conditions and privacy policy, set forth therein (the "**Terms and Conditions**") as may be amended from time to time in BetterHelp's sole discretion. BetterHelp's provision of the BetterHelp Platform services and all rights, obligations, and liabilities therefore, including Participant's continued access to the Services, shall be subject, at all times, to the Terms and Conditions which includes the BetterHelp Privacy Policy.

IV. Fees

A. Fees.

1. BetterHelp Business

(a) **Pay Per Session:** Rate paid by Employer to BetterHelp for each billable Session of Online Therapy Services.

- \$1.00/PEPM Platform Access
- \$85.00 per billable Session
 - \$85 PSF per billable Session, with the number of sessions capped to **12** per Participant.
 - To the extent Employer seeks to change and/or to the capped amount of Sessions, Employer can change and/or add in their individual dashboard at their discretion, which is incorporated into this Exhibit.

2. The above fees apply up to and are based on **150** invited members per month with a minimum invited member headcount in the first month of **150** members

B. Payment of Fees.

1. Teladoc Health will submit a monthly invoice to Employer for the Online Therapy Services ("**Invoice**"), and Employer agrees to pay such Invoice by the last day of that month.
2. Unless Employer directs otherwise in writing, Teladoc Health will deliver all Invoices for the Online Therapy Services via email to the following email address: Apex.Invoices@apexnc.org.
3. If any Fees due to Teladoc Health become more than sixty (60) days delinquent, Teladoc Health may suspend provision of the Online Therapy Services until such amounts have been paid.

Exhibit 1 - R3 Services

To the extent Organization utilizes Disruptive Event Services and/or FFD/FFD-VS by R3, Organization agrees that the following Statement of Work and Rates apply.

Statement of Work:

Disruptive Event Management (DEM) includes a range of supportive interventions designed to enhance a person's natural resilience, facilitating individual and workgroup return-to-work/return-to-functioning. Caring for the emotional needs of employees following a disruptive event lessens the potential negative effects to efficiency and productivity and is a powerful demonstration of corporate care and responsibility.

When the consultant arrives at your facility or connects with your facility telephonically, the services provided could include:

- **Management Consultation** – The consultant will meet with the main point of contact at the location to establish a schedule for the day and engage in discussion to determine specific worksite needs.
- **Educational Group Briefings** – Often delivered to larger groups and/or to those less directly impacted by the event, the consultant collaborates with the organization's leadership to acknowledge the incident, and share practical stress management information with employees, which promotes regaining hope and confidence in the future.
- **Interactive Group Briefings** – Consultant meets with small group(s) of the more intensively impacted, facilitates sharing reactions to the event, and provides resiliency/recovery strategies. Interactive group briefings assist the employees to understand that their reactions to the event are not unexpected, and that there are things they can do to reduce the intensity and speed up their recovery.
- **One-on-One Support** – The consultant is available to meet with employees privately to provide support in a safe, structured, caring environment. This helps the employee develop strategies for return to work and stay and work.

Rates:

Standard Response: (Any next day response that is not considered immediate, or same day)

\$195.00 per hour

Travel – Flat rate of \$165.00

Same Day Response: (Any same day response, that is outside of 3.0 hours, and is not considered immediate)

\$220.00 per hour

Travel – Flat rate of \$175.00

Immediate Response: (Any response within 3.0 hours)

\$255.00 per hour

Travel – Flat rate of \$195.00

BILLING EXCEPTIONS

Remote Location

When a customer requests on-site response to a remote location, i.e., farther than 50 miles from a town with a population of at least 40,000 people, the applicable hourly rate is charged door-to-door and shall include the Consultant's travel time. The standard flat travel fee will be applied in instances where the hourly rate, door-to-door, does not exceed the flat travel fee.

Special Request for Consultant

When a customer requests a specific consultant, or requests a consultant with a specific training, skillset, or other uniquely qualifying characteristic. For example, but not limited to language, ethnicity, religious affiliation, and gender the below terms apply:

- **On-Site Service Requests:**
 - An additional \$20 per hour will apply to the applicable hourly rate

- Travel will be charged at the applicable hourly rate door-to-door and shall include the Consultant's travel time. The flat travel fee will be applied in instances where the hourly rate, door-to-door, does not exceed the flat travel fee.
- **Virtual Service Requests:**
 - An additional \$20 per hour will apply to the applicable hourly rate.
 - If the specified request cannot be fulfilled with the availability of R3's virtual network, an alternative solution will be discussed with the customer
 - Requests for a specific consultant to be added to R3's Virtual Network to meet specific service requirements must be made 72-hours in advance, and will result in a flat fee of \$300.00 per added consultant

Interpreters

When a customer requests a consultant to be bi-lingual, and a local bi-lingual consultant is not available, an interpreter may be utilized, pending pre-approval of the customer. Interpreter fees will be billed at cost, as a separate shift, and are subject to the contracted interpreter's billing terms.

Unspecified End Time

When Customer requests services without a specified end time, shift minimum terms apply

Immediate/Same Day Response

- Customers requesting a shift(s) to begin or the consultant's name within three (3) hours will be billed at the Immediate Response rate.
- Customers requesting a shift(s) or a consultant named Same Day for a Standard Response will be billed at the Same Day rate.
- Shifts referred after 11 PM in the service area time zone scheduled at or before 9 AM the next day in the service area time zone will be billed at the Immediate Response rate

Shift Minimums

When Disruptive Event Management services are requested, a minimum cost per shift applies

- **On-Site Service Requests:** 2.0 hours at the applicable hourly rate; plus travel.
- **Virtual Service Requests:** 1.5 hours at the applicable hourly rate; no travel cost.

Cancellation Policy

If a customer cancels or reschedules Disruptive Event Management services within forty-eight (48) hours of the originally scheduled appointment, customer will pay a flat fee, per shift, based on the number of hours scheduled.

- Shifts canceled or rescheduled on the date of service will be billed in full.
- **Shifts Scheduled 4 Hours or Less:** In the event of canceled or rescheduled services within 48- hours of the originally scheduled time, Customer will pay a flat fee of \$350 per shift canceled. The deadline for canceling or rescheduling services for a Monday shift is 12:00 noon on the preceding Friday, in the service area time zone.
- **Shifts Scheduled Over 4 Hours:** In the event of canceled or rescheduled services within 48- hours of the originally scheduled time, Customer will pay a flat fee of \$500 per shift canceled. The deadline for canceling or rescheduling services for a Monday shift is 12:00 noon on the preceding Friday, in the service area time zone.

Early Payment Discounts

We do not offer early payment discounts.

Abbreviated Sessions

When Customer requests Services, Customer will pay Service Consultant for the full requested time, even if the client terminates the session earlier than scheduled. Services that exceed original time will be billed accordingly.

Large-scale Responses

- When there is an overall high demand for on-site service requests in an area due to a specific event, additional costs will apply to all service requests in the impacted area. Rates will be automatically applied based on the date of service, not the request date.
 - Single Event Response - Typically will not last more than two weeks
 - Hourly rate: applicable hourly rate plus \$40 per on-site hour
 - Travel rate – Applicable hourly rate is charged door-to-door from the Consultant's lodging location to the intervention site. The flat travel fee will be applied in instances where the hourly rate, door-to-door, does not exceed the flat travel fee.
 - Ongoing Event Response – These events are scheduled when there is knowledge that that it will be a long-term request (more two weeks) or may be a continuation of a large-scale single event once it exceeds two weeks
 - Subject to negotiated terms via a contract Addendum

Fitness for Duty Evaluations (FFD)
&
Fitness for Duty with Violence Screen (FFD-VS)

Assignment Description

R3 Continuum's (R3's) fitness for duty (FFD) evaluation is a specialized medical-legal evaluation of an employee. The purpose of an FFD is to determine whether the employee can perform essential job functions. A fitness for duty evaluation with violence screen (FFD-VS) is a specialized type of FFD which assesses an employee's capacity to perform essential job functions and screens for violence risk issues. We conduct our FFDs with the belief that people have a right to lead productive, meaningful lives. With that, we are committed to providing an objective, timely and thorough assessment that aids in your ability to make appropriate employment decisions.

Roles and Responsibilities

Referral Source (RS) is R3's primary contact who refers the case to R3 and provides the purpose of the referral and specific case instructions to be followed by the R3 evaluator. The RS's responsibilities include providing appropriate records of what led to the referral (e.g., written warnings, email communications, performance documentation, etc.), referral form, current job description, and description of what the employer needs to have addressed. RS manages communication with the employee regarding attending the evaluation including the date, time and location of the evaluation once scheduled.

R3 Evaluation Coordinator (EC) will be the point of contact for the RS and R3 evaluator throughout the FFD evaluation. The EC's responsibilities include: scheduling the evaluation with an appropriate evaluator, receiving a copy of the authorization(s) signed by the employee to release and share information, receiving copies of the signed consent forms and providing all documentation to the evaluator prior to the date the FFD is scheduled.

R3 Evaluator assesses the employee's capacity to safely perform his or her essential job functions and to address the presence of challenges that may interfere with performance. The evaluator also identifies any potential risks including self-harm, harm to others or harm to the business. Recommendations for reasonable accommodations are also typically addressed if appropriate.

R3 FFD evaluators are selected based on the nature of the presenting concern, proximity to the employee, their specialty/scope of practice, and/or request for telehealth appointment. The evaluator is required to maintain a position of neutrality and does not represent either the employer's or employee's interests. This is critical to the success of the FFD for all parties. Additionally, the employee cannot be seen by the evaluator for treatment.

R3 Clinical Director oversees the overall quality of the FFD program, working with the quality assurance (QA) department to ensure the evaluator completes a thorough report that addresses all the questions being asked by the RS.

Please note: R3 does not have any role or responsibility in the implementation of the findings by the evaluator. The client makes the sole determination as to how the report's conclusions may or may not impact the employee's status or benefits.

Fit For Duty (FFD) Evaluations Process

Initiation of the FFD evaluation process will occur when the RS has submitted a new case referral to the R3 EC.

- Upon receipt of a completed referral, R3 EC enters the case information into the R3 database

A completed referral must include:

- A referral form completed in its entirety

- A current job description or occupational demands description

- All other documentation that is to be reviewed as part of the evaluation

- o A member of the clinical team reviews referral for violence risk indicators if applicable

- o All components of the completed referral are required before the evaluation appointment is scheduled

Please note: If a cancellation or no show of the appointment happens, the cancellation fees outlined in the client appointment confirmation letter will be followed. R3 will only cancel an evaluation upon the request of the RS. If a cancellation is requested from any other parties, the R3 EC will contact the RS to discuss next steps.

- The case documentation is organized and staged for the evaluator according to R3's staging protocols
- The R3 EC schedules the evaluation within two (2) business days following the receipt of the completed referral. *(Please note: should an evaluator not be available within the area requested, R3 will initiate real time recruiting efforts as described below);* the appointment is scheduled to occur no later than five business days following the receipt of the completed referral. *(Please note: timeframes indicated are subject to change based on evaluator availability and referral documentation receipt).*
- An appointment confirmation letter is sent to the RS:

What follows is a list of what is included in the RS appointment confirmation letter:

- o Evaluation appointment date and time
- o Address of evaluation location, or login information for telehealth appointments
- o Expected length of appointment
- o Phone number(s) for assistance
- o R3 re-schedule and/or cancellation policy

- Employee is required to sign an informed consent which outlines the employee's rights, and a notice of privacy practices which outlines how R3 uses and discloses protected health information, before the R3 evaluator can proceed with the evaluation
 - o R3 evaluator is required to ensure all consent and release forms have been obtained and are completed prior to beginning the evaluation and/or any collateral interviews

o The consent and release forms clarify for the employee that the evaluation is being conducted on behalf of a third party (i.e., RS), and that the third party has sole ownership of the report and can release the report at their discretion. Note: it is R3's policy that the RS responds to any requests for release of an FFD report to the employee by the employee. R3 will not release an FFD report to an employee with the following exceptions:

When both the RS and the employee are requesting the release of the FFD report; and

- we have appropriate authorizations to do so; and
- release of the report is not clinically contra-indicated

When we receive a court order to do so; or

When required to do so by law

o If the R3 evaluator advises that there would be adverse impact to the employee (or others in the case that a risk of violence may be elevated), the R3 Clinical Director will explain this to the RS and the employee and R3 will not release the FFD reports to the employee. Further correspondence or requests at this point will be handled by R3's legal counsel

- The R3 evaluator conducts the evaluation, which lasts an average of 4-8 hours (based on specialty type requested) and includes a clinical interview and administration of empirically validated assessment instruments as applicable
- The R3 evaluator submits the report to R3 and the R3 QA Editor completes a quality review of the final written report
- Final written report(s) (in PDF format) are provided to the RS and/or employer five (5) business days following the evaluation
 - o Final written evaluation report is provided to the RS, if requested, and includes all the information obtained and assessed as part of the evaluation except for any raw testing data
 - o Final written employer report is provided to the employer, if requested, and includes only:
 - Brief description of the incident that led to the referral
 - Conclusion on fitness for duty
 - Statement of confidentiality
 - Analysis (rationale for opinion)

Responses to RS questions including recommendations relevant to the case and referral questions

Please note: The report provided to the employer is a condensed version of the evaluation report; however, it does not contain sensitive protected health information (PHI) or similar sensitive information that HR or a supervisor is not entitled to have concerning any employee. Having this sensitive information can expose the employer to potential litigation. In order to safeguard the employee's PHI, the employer report will only include details relevant to answer the question of fitness for duty, and to provide any recommendations pertinent to the case. If the receiving party is an occupational medicine group or disability group within the workplace, a full report may be released with proper signed authorization as they are viewed as separate from HR and management and are capable to manage this PHI appropriately.

Real Time Recruiting (RTR) Process

In the event that RTR is warranted and RS has accepted, we will utilize our same recruitment standards and process:

- Clinical Recruiting will locate and conduct a pre-screening of potential recruits which includes:
 - o Verify state license is active and in good standing
 - o Confirm board certification is active and without adverse action (*if applicable*)
 - o Confirm with internet search that clinician's name does not yield potential concerns
- Update is provided to RS at the end of the third business day at which time:
 - o Future touch points are determined
 - o Next steps are established
- With acceptance from RS identified clinician is credentialed and contracted

Turnaround Times (TATs)

The final written report(s) will be completed five (5) business days from the date of the evaluation. If additional time is needed for the completion of the report (due to the complexity of the case), the R3 EC will request an extension of the due date with the RS.

Process By Which Modifications Can Be Made to The Contract/Scope of Work

At any time, any of the parties in this contract can discuss suggested changes/improvements or modifications to the process. Any changes/improvements or modifications agreed to will be submitted in the form of an addendum to the original contract.

Special Limitation of Liability for the Content of Mental Health Assessments.

The parties acknowledge that the results of any mental or behavioral health assessment, including psychological and/or social assessments ("mental health assessment") involve an inherent degree of uncertainty and that R3 does not guarantee the accuracy of any such assessment. Mental health assessments include services called Fitness for Duty (FFD) Fitness for Duty with a Violence Screen (FFD-VS). Notwithstanding any term to the contrary between the parties, if service provider, or any person or entity performing under R3 (together, the "assessing party"), is providing a mental health assessment, the parties acknowledge that under no circumstances shall the assessing party be subject to any liability or any obligation to indemnify or defend in connection with or related to any injury, damages, loss, claim or other liability related to the content or feedback (or lack thereof) of such mental health assessment, including with regard to any act subsequently committed by the subject of such mental health assessment where such act was not identified as a risk or possibility by the individual conducting the mental health assessment. The limitation of liability in the immediately preceding sentence shall not apply to any injury, damage, loss, claim or other liability caused by the gross negligence and/or intentional misconduct of the assessing party.

Fees

Fees are based on specialty of the specialist assigned to conduct the evaluation.

\$325.00 per hour - Psychologist (PhD or PsyD)

\$425.00 per hour - Neuropsychologist (PhD or PsyD)

\$525.00 per hour - Psychiatrist (DO or MD)

\$ 85.00 per hour - Administrative fee (non-clinical case shaping; client correspondence to include follow up for missing information; sending authorization forms; correspondence between R3c specialist and referral source; scheduling fees, creating confirmation letters and authorization forms, status updates, etc.)

All rates are minimum rates based on national averages. In the event rates vary based on regional location and/or resource availability, an estimate for services will be provided to you for pre-approval prior to scheduling evaluation. These rates do not include any travel costs. Should travel be required, an estimate will be provided before proceeding.

These rates are for evaluation services. Cancellation Fees will be provided at the time of scheduling. Litigation Fees will be quoted at time of request.

Teladoc Health Services 2026-0499: Telehealth & Coaching Services

Document ID
68adea86c47d4c857b26bdbd

Filename
Apex Police Department and TDH Inc SA_BetterHelp (part Exec) 9_23-25.pdf

Randal Vosburg

Jonathan Griffin

What	When	Where
 Signed by Randy Vosburg randy.vosburg@apexnc.org	26 Sep 2025 17:14 UTC	IP 136.56.45.103 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/140.0.0.0 Safari/537.36
 Viewed by Randy Vosburg randy.vosburg@apexnc.org	26 Sep 2025 17:14 UTC	IP 136.56.45.103 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/140.0.0.0 Safari/537.36
 Sent for signing by Nicole Lajoie nicole.lajoie@apexnc.org	25 Sep 2025 19:25 UTC	IP 96.10.1.162 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/140.0.0.0 Safari/537.36 Edg/140.0.0.0
 Signed by Jonathan Griffin jon.griffin@apexnc.org	25 Sep 2025 19:25 UTC	IP 96.10.1.162 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/140.0.0.0 Safari/537.36 Edg/140.0.0.0

	What	When	Where
	Sent for signing by Nicole Garcia nicole.garcia@apexnc.org	25 Sep 2025 15:49 UTC	IP 96.10.1.162 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/140.0.0.0 Safari/537.36
	Commented by Nicole Garcia nicole.garcia@apexnc.org	25 Sep 2025 15:45 UTC	IP 96.10.1.162 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/140.0.0.0 Safari/537.36
	Commented by Nicole Lajoie nicole.lajoie@apexnc.org	24 Sep 2025 14:59 UTC	IP 24.211.237.180 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/140.0.0.0 Safari/537.36
	Commented by Nicole Garcia nicole.garcia@apexnc.org	24 Sep 2025 14:49 UTC	IP 96.10.1.162 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/140.0.0.0 Safari/537.36
	Commented by Nicole Lajoie nicole.lajoie@apexnc.org	24 Sep 2025 13:18 UTC	IP 24.211.237.180 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/140.0.0.0 Safari/537.36
	Commented by Nicole Garcia nicole.garcia@apexnc.org	19 Sep 2025 14:09 UTC	IP 96.10.1.162 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/140.0.0.0 Safari/537.36
	Commented by Nicole Garcia nicole.garcia@apexnc.org	19 Sep 2025 14:04 UTC	IP 96.10.1.162 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/140.0.0.0 Safari/537.36
	Commented by erika sacco erika.sacco@apexnc.org	18 Sep 2025 18:33 UTC	IP 70.244.44.74 Mozilla/5.0 (iPhone; CPU iPhone OS 18_6_2 like Mac OS X) AppleWebKit/605.1.15 (KHTML, like Gecko) EdgiOS/140.0.3485.52 Version/18.0 Mobile/15E148 Safari/604.1

What	When	Where
 Commented by Chris Welch christopher.welch@apexnc.org	18 Sep 2025 15:12 UTC	IP 99.10.95.110 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/140.0.0.0 Safari/537.36
 Commented by Nicole Lajoie nicole.lajoie@apexnc.org	18 Sep 2025 14:57 UTC	IP 74.218.164.146 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/140.0.0.0 Safari/537.36
 Commented by Nicole Lajoie nicole.lajoie@apexnc.org	18 Sep 2025 14:54 UTC	IP 74.218.164.146 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/140.0.0.0 Safari/537.36
 Commented by Ryan Johansen ryan.johansen@apexnc.org	9 Sep 2025 21:35 UTC	IP 74.218.164.146 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/140.0.0.0 Safari/537.36
 Commented by Nicole Garcia nicole.garcia@apexnc.org	9 Sep 2025 19:43 UTC	IP 96.10.1.162 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/140.0.0.0 Safari/537.36
 Commented by Nicole Garcia nicole.garcia@apexnc.org	9 Sep 2025 18:51 UTC	IP 96.10.1.162 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/140.0.0.0 Safari/537.36
 Commented by Nicole Garcia nicole.garcia@apexnc.org	5 Sep 2025 15:37 UTC	IP 96.10.1.162 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/140.0.0.0 Safari/537.36
 Commented by Nicole Lajoie nicole.lajoie@apexnc.org	5 Sep 2025 15:26 UTC	IP 74.218.164.146 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/140.0.0.0 Safari/537.36

	What	When	Where
	Commented by erika sacco erika.sacco@apexnc.org	5 Sep 2025 13:15 UTC	IP 70.244.44.74 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/139.0.0.0 Safari/537.36 Edg/139.0.0.0
	Commented by Nicole Lajoie nicole.lajoie@apexnc.org	3 Sep 2025 20:49 UTC	IP 24.211.237.180 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/139.0.0.0 Safari/537.36
	Commented by Nicole Lajoie nicole.lajoie@apexnc.org	2 Sep 2025 20:21 UTC	IP 24.211.237.180 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/139.0.0.0 Safari/537.36
	Commented by Nicole Garcia nicole.garcia@apexnc.org	2 Sep 2025 20:11 UTC	IP 96.10.1.162 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/139.0.0.0 Safari/537.36
	Commented by Nicole Lajoie nicole.lajoie@apexnc.org	2 Sep 2025 12:16 UTC	IP 74.218.164.146 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/139.0.0.0 Safari/537.36
	Commented by Cathi.dickerson@apexnc.org cathi.dickerson@apexnc.org	28 Aug 2025 21:14 UTC	IP 74.218.164.146 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/139.0.0.0 Safari/537.36
	Commented by Nicole Lajoie nicole.lajoie@apexnc.org	27 Aug 2025 12:33 UTC	IP 74.218.164.146 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/139.0.0.0 Safari/537.36
	Commented by Nicole Lajoie nicole.lajoie@apexnc.org	27 Aug 2025 12:31 UTC	IP 74.218.164.146 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/139.0.0.0 Safari/537.36

What	When	Where
 Commented by Nicole Garcia nicole.garcia@apexnc.org	26 Aug 2025 20:45 UTC	IP 172.125.172.231 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/139.0.0.0 Safari/537.36
 Commented by Nicole Garcia nicole.garcia@apexnc.org	26 Aug 2025 20:40 UTC	IP 172.125.172.231 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/139.0.0.0 Safari/537.36
 Commented by Nicole Garcia nicole.garcia@apexnc.org	26 Aug 2025 20:39 UTC	IP 172.125.172.231 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/139.0.0.0 Safari/537.36
 Commented by Nicole Garcia nicole.garcia@apexnc.org	26 Aug 2025 20:38 UTC	IP 172.125.172.231 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/139.0.0.0 Safari/537.36
 Created by Nicole Lajoie nicole.lajoie@apexnc.org	26 Aug 2025 17:10 UTC	IP 74.218.164.146 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/139.0.0.0 Safari/537.36