WakeMed Health, Wellness, and Occupational Medicine Terms and Conditions

This WakeMed Health, Wellness, and Occupational Medicine Terms and Conditions apply to the attached Statement of Work (collectively, the "Agreement"), and together represent the entire agreement between WakeMed and the customer identified on the Statement of Work ("Customer") pursuant to which WakeMed shall provide certain Services (as defined below) to Customer.

I. **Services**. WakeMed offers the health, wellness, and occupational medicine services (the "Services") set forth on the attached Statement of Work. The parties acknowledge that the Services provided by WakeMed pursuant to this Agreement are provided to Customer's employees, employees' dependents, and applicants for employment by Customer (collectively, the "Participants"), and such Services are performed for purposes of Customer's group health plan, employee wellness program, and/or application process. The parties agree that the provision of Services does not establish a patient/provider relationship between WakeMed and any Participant.

II. **Term and Termination**. The initial term of this Agreement shall be from the Statement of Work Effective Date for one (1) year (the "Initial Term"). Either party may terminate this agreement with or without cause at any time upon providing written notice to the other party. In the event of early termination, WakeMed shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination. IV.

III. **Confidentiality & Non-Disclosure**. In the course of performing and receiving the Services under this Agreement, each party may receive, develop, be exposed to or acquire Confidential Information of the other party, which shall include but is not limited to all information, data, reports, records, summaries, tables, studies, fund raising and marketing information, information that is confidential by its nature, whether such Confidential Information is written or oral, fixed in hard copy or contained in any computer data base or computer readable form, as well as any identified as confidential or proprietary by the disclosing party ("Confidential Information"). Confidential Information shall not include "public records" as defined by Chapter 132 of the North Carolina General Statutes. This provision shall not apply to Confidential Information (a) after it becomes publicly available through no fault of the receiving party; (b) which is later publicly released by the disclosing party in writing; (c) which is lawfully obtained from a third party without restriction; or (d) which can be shown by credible written evidence to be previously known or developed by the receiving party independent of the disclosure of Confidential Information by the disclosing party.

The obligations of confidentiality and non-disclosure shall remain in effect for a period of three (3) years after the expiration or earlier termination of this Agreement. A receiving party will at all times maintain the confidentiality of the Confidential Information, using the same degree of care that the receiving party uses to protect its own confidential information, but in any event not less than reasonable care. Confidential Information shall not be used by a receiving party except in the performance of this Agreement, and then only to those employees or agents of the receiving party who have a need to know the Confidential Information. A receiving party shall not disclose to any third party any such Confidential Information unless authorized in writing by the disclosing party to do so. Nothing set forth herein shall operate to prohibit or prevent a receiving party from disclosing Confidential Information pursuant to any judicial or government request, legal requirement or court order, provided that the receiving party takes reasonable steps to provide the disclosing party with sufficient prior notice in order to allow the disclosing party to contest such request, requirement, or court order. A receiving party shall be liable and responsible for any breach of this Section committed by any of its employees, agents, consultants, subcontractors or representatives.

If, as indicated on the Statement of Work, WakeMed provides Services to Participants pursuant to Customer's group health plan, WakeMed is acting as a Business Associate of Customer and will comply with the security and privacy standards established in the Health Insurance Portability and Accountability Act ("HIPAA"), as amended, in accessing, using, and disclosing individually identifiable health information regarding plan participants. If applicable, the responsibilities of the parties are set forth in the Business Associate Agreement between the parties which is attached hereto as Exhibit A.

IV. **Billing and Payment**.

a. Billing Customer. Customer, shall pay WakeMed for the Services at the rate set forth on the Statement of Work (collectively, the "Fees"). WakeMed reserves the right to increase the Fees on an annual basis upon thirty (30) days' written notice to Customer. WakeMed shall send monthly invoices for the Services to the address as set forth on the Statement of Work. Customer shall remit payment to WakeMed within thirty (30) days of the date of invoice. Invoices that are not paid within the thirty (30) days are subject to a late charge of 1.5% per month. Multiple late payments of invoices (meaning three (3) or more per calendar year) may result in termination of Services at the discretion of WakeMed. Should WakeMed have to take action to collect for any invoices, Customer shall pay all costs, including interest and attorneys' fees incurred for such collection.

b. Billing Customer's Group Health Plan. WakeMed may bill Customer's group health plan for certain Services, as indicated on the Statement of Work. Such Services will be billed at WakeMed's contracted rates with the third-party payor. Prior to providing such Services, Customer shall confirm to WakeMed in writing that the Service is covered by the group health plan, and WakeMed will bill each Participant's insurance for the Service. Customer intends for any copayments or deductibles to be waived, and WakeMed agrees that it will not seek recovery for payment not covered by insurance from the Customer or Participants; provided, however, if Customer fails to confirm that the Service is covered by insurance or misrepresents such confirmation, Customer will reimburse WakeMed for the cost of the Service for each Participant. Customer will provide all documentation or information necessary to permit WakeMed to seek compensation from the Participant's insurance.

V. Insurance.

a. WakeMed shall maintain (i) professional liability insurance for the term of this Agreement with minimum policy limits of $1,000,000 per claim and $3,000,000 in the aggregate; and (ii) workers' compensation coverage for its employees, with coverage having such limits as are required by North Carolina law.

b. Customer shall maintain (i) commercial general liability insurance against all risks for the term of this Agreement with minimum policy limits of $1,000,000 per claim; and (ii) workers' compensation coverage for its employees, with coverage having such limits as are required by North Carolina law.

VI. **Notices**. Notices or communications herein required or permitted shall be given to the respective party at the address set forth on the Statement of Work by registered or certified mail, by overnight courier service (e.g., UPS), or by hand delivery, unless either party shall designate a new address by written notice. The notice shall be deemed to be given as follows: (i) in the case of certified or registered mail, three (3) days after the date of its mailing; (ii) in the case of overnight courier service, on the next business day following mailing; and (iii) in the case of hand delivery, on the date of its receipt by the party entitled to it.

VII. **E-Verify**. WakeMed shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). Contractor shall require all of the Contractor's subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify).

VIII. **Anti-Human Trafficking**. WakeMed warrants and agrees that no labor supplied by WakeMed or WakeMed's subcontractors in the performance of this Agreement shall be obtained by means of deception, coercion, intimidation or force, or otherwise in violation of North Carolina law, specifically Article IOA, Subchapter 3 of Chapter 14 of the North Carolina General Statutes, Human Trafficking.

IX. **Nondiscrimination**. Pursuant to Section 3-2 of the Town of Apex Code of Ordinances, Contractor hereby warrants and agrees that Contractor will not discriminate against a protected class in employment, subcontracting practices, or the solicitation or hiring of vendors, suppliers, or commercial customers in connection with this Agreement. For the purposes of this Agreement "protected class" includes age, race, religious belief or non-belief, ethnicity, color, national origin, creed, sex, sexual orientation, gender identity, marital status, natural hair style, genetic information, pregnancy, familial status, disability, veteran or military status, or disabled veteran status.

IX. **Miscellaneous.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of North Carolina without giving effect to its laws governing conflicts of laws. The parties consent to submit to the exclusive jurisdiction of the state and federal courts in Wake County, North Carolina and waive objections to venue in such courts. WakeMed shall act as an independent contractor of Customer for all purposes relevant to this Agreement. Nothing in this Agreement shall be construed as creating or intending to create a partnership, joint venture, or employer-employee relationship between WakeMed and Customer. The waiver of a breach of this Agreement or the failure of a party to exercise any right secured to it by this Agreement shall in no event constitute a waiver of any other breach, whether similar or dissimilar in nature, or prevent the exercise of any right under this Agreement. To be enforceable, any waiver must be in writing and signed by the party to be charged with the waiver. Neither party shall be liable for any failure to perform, nor delay in performing, any of its obligations under this Agreement caused by forces or circumstances beyond the party's reasonable control, and without fault or negligence on the part of that party, which forces or circumstances include, but not be limited to, acts of civil or military authority, fires, floods, tornados, hurricanes, epidemics, quarantines, and civil commotion. However, in the event of such a force or circumstance becoming manifest, the party that finds itself unable to perform shall promptly notify the other party in writing and shall take all reasonable steps to remove such impediments to its performance. Neither party may assign its respective rights and obligations under this Agreement without the prior written consent of the other party. This Agreement shall constitute the entire agreement between the parties with respect to its subject matter and supersedes any prior agreements or discussions, whether oral or written, concerning the subject matter hereof. In order to be effective, any amendment to this Agreement shall be required to be in writing and shall be signed by both parties hereto; provided, however, the Fees outlined in the Statement of Work may be unilaterally changed by WakeMed, as described in Section IV(a) of this Agreement.

"WakeMed"	"Customer"
WakeMed *3000 New Bern Avenue* *Raleigh, NC 27610* *Attn: Karen Robins* *With a copy, which shall not constitute notice, to WakeMed's VP & Chief Legal Officer at the same address as above.*	Town of Apex 73 Hunter St. Apex, NC 27502 Attn: Karmen McGee Contact email: Karmen.McGee@apexnc.org Invoices: Apex.Invoices@apexnc.org

Wellness Service Statement of Work

Company: Town of Apex
Location: Town of Apex locations
Insurance Provider: Cigna
Dates of Service: July 1, 2025 - June 30, 2026
Outcomes-Based Administration: No

Onsite Mobile Wellness Clinical Services **COST: bill to insurance**
Dates/Times: Wednesdays, as needed, 6am-3pm

(or $200 per physical for uninsured participants)

- Provided at the worksite in Mobile Wellness vehicle
- Onsite Wednesdays, 6am-3pm (hours may vary based on need/location)
    - January through April onsite weekly (1st, 3rd & 5th Wednesday at Town Hall, 2nd Wednesday at Public Works, 4th Wednesday at Police Department)
    - May through December-once a month as needed, date and location TBD
    - Locations may vary
- Includes:
    - Complete physical exam
    - Full lipid panel plus glucose
    - Vaccines as indicated (Flu, Tdap and Pneumonia)
    - Referrals to primary care and specialists as needed
    - Connections to resources including nutrition, EAP, other available resources
- Services provided by Physician-supervised Nurse Practitioner and Mobile Wellness team
- Self-scheduling via WakeMed MyChart
- Results available in MyChart patient portal
- Monthly Engagement Activities:
    - Mobile onsite clinic includes one engagement activity per month

- Engagement activities may include: health education booth, blood pressure or cholesterol screening, wellness walk

Additional Fees:

- $0.70/mile per day of onsite service (or current IRS mileage rate)

Optional Add-On Services

Service	Price	Notes
Health Coaching	$75/hour	2 patients per hour
Tobacco Cessation Coaching	$75/hour	2 patients per hour
Acute Care/Sick Visits with NP	$200/visit	For specific conditions only
PSA/Prostate Screenings	$50/participant	Men age 40-70
Vascular Screenings	$100/participant	Patients age 50-70
A1C testing	$50/test	
Nutrition Counseling (in-person or virtual)	Bill to insurance	Self-scheduling available, morning, lunch and evening availability
Wellness Challenges	$1500/challenge	Various challenges available
Wellness Walks	$150/each	
Health Education Classes	$300/class	+ $5pp for cooking demo classes
Flu Vaccine Clinic	$40/shot or bill to insurance	
Remote patient blood pressure monitoring	$250/participant	Minimum 10 participants per session

Town of Apex will be responsible for:

- Promoting and marketing services, sending promotional emails
- Providing census information as needed
- Providing 7 parking spaces to park the mobile health truck
- Providing rooms for any onsite nutrition counseling or health education classes
- Vehicle will arrive 30 minutes prior to first appointment

WakeMed	**Town of Apex**
By:_____ Name: _____ Title:_____ Date: _____	By:_____ Name: Randal E. Vosburg Title: Town Manager Date: _____

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