

This Occupational Medicine Service Agreement (the “Agreement”) is entered into with an effective date of January 9, 2026, by and between **WellNow Urgent Care P.C.** (hereinafter referred to as “Provider”), a New York professional services corporation with a principal place of business located at 281 Sanders Creek Pkwy, East Syracuse, NY 13057 and **City of Oneida** (hereinafter referred to as “Client”), a New York Company with a principal place of business located at 109 N Main St, Oneida, NY 13421.

WHEREAS, Provider provides occupational health services through its duly licensed providers; and

WHEREAS, Client desires to engage Provider to provide occupational health services; and

WHEREAS, Provider and Client agree that Client will retain Provider to provide occupational health services as more fully set forth herein; and

NOW, THEREFORE, in consideration of the mutual agreement, covenants, terms and conditions in this Agreement, the parties agree as follows:

1.0 RESPONSIBILITIES OF PROVIDER

1.1 Services- As requested by Client, Provider will provide occupational health services at the rates set forth in Exhibit “A” (the “Services”), which is attached hereto and made a part hereof.

1.2 Billing- Provider will submit invoices promptly to Client for Services rendered in monthly arrears. Provider shall be entitled to the fees listed on the Fee Schedule on Exhibit “A”.

2.0 RESPONSIBILITIES OF CLIENT

2.1 Payment- Client will pay Provider within thirty (30) days of the invoice date in accordance with the terms and rates expressed herein. After thirty (30) days, interest will be charged at one and one half percent (1.5%) per month on all unpaid balances. In the event a balance remains unpaid after 90 days, Client shall pay Provider at the time of service for all future Services rendered (“COD Status”). Client shall remain on COD Status until all unpaid balances are paid in full.

2.2 Other Responsibilities- Client’s other responsibilities (if any) are set forth in Exhibit “B”, which is attached hereto and made a part hereof.

3.0 TERM AND TERMINATION

3.1 Term- The term of this Agreement shall be for a period of one (1) year from the effective date as set forth in the introductory paragraph and automatically renew each subsequent year for an additional one-year periods, unless terminated as set forth below.

3.2 Termination- Either party may terminate this Agreement without cause with thirty (30) days advance written notice.



4.0 MISCELLANEOUS

4.1 Relationship of Parties- Provider agrees to provide the Services to Client as an independent contractor. Client shall not have and shall not exercise any control or direction over the means, manner or method by which the Services are carried out and performed pursuant to this Agreement. Nothing herein shall be construed to create a relationship of employer/employee, partner, joint venture, or principal/agent between Provider and Client.

4.2 Ownership of Records- All records concerning the Services provided hereunder shall belong to and remain the property of Provider. Provider will provide Client with reasonable access to such records as necessary for Client's legal or regulatory compliance purposes, or in the case of litigation against Client, unless such access is prohibited by applicable law or regulations. The provisions contained in this Section 4.2 shall survive the expiration or termination of this Agreement.

4.3 Entire Agreement- This Agreement contains the entire agreement between the parties relating to the subject matter hereof and it supersedes any prior Agreement or understandings, whether oral or written, between the parties or with respect to the subject matter hereof. This Agreement may not be modified or amended orally or by any course of conduct or usage of trade but only by an Agreement in writing duly executed by the parties hereto. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto, their legal representatives, heirs, successors and assigns.

4.4 Governing Law- This Agreement shall be understood to be in accordance with, and governed by, the laws of the State of New York without regard to its conflicts of law provisions, and all actions to enforce any rights under this Agreement shall be brought and enforced in the federal or state courts located in Onondaga County and each party hereby irrevocably submits to the venue and jurisdiction of such courts. In addition, in the event litigation is commenced to interpret or enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and litigation expenses.

4.5 Limitation of Liability- IN NO EVENT WILL PROVIDER'S LIABILITY UNDER THIS AGREEMENT OR IN CONNECTION WITH THE SERVICES PROVIDED BY PROVIDER OR THE WELLNOW PROFESSIONALS, INCLUDE ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR CLAIMS FOR LOSS OF BUSINESS OR PROFITS, UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHER LEGAL THEORY, REGARDLESS OF THE CAUSE OF ACTION AND EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE FEES RECEIVED BY PROVIDER FROM CLIENT UNDER THIS AGREEMENT. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. The Parties acknowledge that the limitations in this Section 4.5 have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and will survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy.

4.6 Acts of God- Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement (other than payment obligations) or other interruption of service deemed to result, directly or indirectly, from Acts of God or any similar or dissimilar cause beyond the reasonable control of any party.

4.7 Notices- Any notice required or desired to be given in respect to this Agreement shall be deemed to be given upon the earlier of (i) actual delivery to the intended recipient or its agent, or (ii) upon the third business day following deposit in the United States mail, postage prepaid, certified or registered mail, return receipt requested. Any such notice shall be delivered to the respective addresses set forth in the introductory paragraph.



4.8 Confidentiality; Intellectual Property; HIPAA-

4.8.1. Each party understands that the other party (the “Disclosing Party”) may disclose business, technical or financial information to it relating to the Disclosing Party’s business that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement and any other agreement between the Parties (“Confidential Information”). The party receiving such information (the “Receiving Party”) agrees: (a) to take precautions to protect Confidential Information of the Disclosing Party consistent with the precautions that it takes for its own Confidential Information of a similar nature, but in no case less than reasonable precautions, and (b) not to use (except in performance of this Agreement or as otherwise permitted herein) or divulge to any third person any Confidential Information of the Disclosing Party. Confidential Information excludes information that: (a) is or becomes generally available to the public; (b) was in the Receiving Party’s possession or known by the Receiving Party prior to receipt from the Disclosing Party; or (c) was independently developed without use of any Confidential Information of the Disclosing Party. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided that the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party’s Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information. Each party may disclose Confidential Information to its subcontractors, agents and other representatives, so long as such persons are subject to confidentiality terms consistent with or more stringent than this Section.

4.8.2. Each party owns certain logos, trademarks, service marks, and tradenames (collectively the “Marks”), trade secrets, proprietary information, software, applications, inventions, or modifications and improvements of such intellectual property (collectively, with respect to a party, the “IP”). All proprietary rights, ownership and goodwill in a party’s IP will inure and belong to such party. Except as explicitly provided, nothing in this Agreement involves the transfer of any intellectual property rights of a party’s IP.

4.8.3. Each party will comply with the provisions of the Health Insurance Portability and Accountability Act (“HIPAA”) including the effective dates of regulations adopted to implement HIPAA and HITECH or other such amendments. Specifically, each party will protect the privacy, integrity, security, confidentiality and availability of the protected health information (as that term is defined in 45 C.F.R. § 160.103) disclosed to, used by, or exchanged by the parties by implementing appropriate privacy and security policies, procedures, and practices and physical and technological safeguards and security mechanisms, all as required by, and set forth more specifically in, the HIPAA Privacy Regulations and the HIPAA Security Regulations, codified at 45 C.F.R. Part 164. No results or Protected Health Information (as such term is defined by HIPAA) will be shared with Client, unless a signed HIPAA authorization is signed and on file with Provider. Notwithstanding any other provisions of this Agreement to the contrary, either party may notify the other of any modifications it believes necessary to bring this Agreement into compliance with any new HIPAA regulations and/or HIPAA. If agreed by the parties, such modifications will be incorporated as an addendum to this Agreement. The provisions contained in this Section 4.2 shall survive the expiration or termination of this Agreement.

4.9 Assignment- Neither this Agreement nor any interest herein may be assigned in whole or in part by either party without obtaining the prior written consent of the other party; *provided, however*, that Provider may assign, delegate, transfer or convey its rights, benefits and/or obligations hereunder (whether by merger, consolidation, operation or otherwise) to an entity into which Provider is merged or with which Provider is consolidated or to a purchaser of all or substantially all of its assets or capital stock or as part of a corporate reorganization.



4.10 Waiver of Breach- The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

4.11 Severability- If any provision of this Agreement is held to be unenforceable for any reason, its unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

4.12 Construction- The parties understand, agree, and acknowledge that this Agreement has been freely negotiated by the parties and that should any controversy arise over the meaning, interpretation, validity or enforceability of this Agreement or of its terms and conditions, there shall be no inference, presumption or conclusion drawn against either party by virtue of that party having drafted this Agreement or any part of it.

4.13 No Exclusions- Neither party will be liable or deemed to be in default for any delay or failure to perform any act under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquake, flood, strikes or other work stoppages by either party's employees, or any other similar cause beyond the reasonable control of such party.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date written above.

WellNow Urgent Care, P.C.

Client: _____

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____



ATTACHMENT A



2026 Fee Proposal –City of Oneida

Service	Client Fee
Audiogram w/ Interpretation	\$57.00
EKG w/ Interpretation	\$65.00
Breath Alcohol w/ Confirmation	\$48.00
CBC w/ Dif Lab	\$60.00
CMP Lab	\$60.00
Hep B-Titer	\$95.00
Lipid Panel Lab	\$60.00
On-Site Fee	\$650.00
PSA	\$75.00
TB Placement	\$35.00
Titmus Vision Test	\$32.00
NON-DOT Urine Drug Screen Collection w/MRO	\$70.00
Chest X-RAY (2-view)	\$120.00
Police Exam	\$100.00
PFT	\$60.00
Exam-Firefighter	\$95.00

