CITY OF OPELIKA
CITY COUNCIL
WORKSESSION MEETING AGENDA

300 Martin Luther King Blvd.

September 15, 2026

TIME: 5:30 PM

1. A CALL TO ORDER
    1. George Allen, Janataka Hughley-Holmes, Leigh Whatley, Chuck Beams, Todd Rauch

2. PRESENTATIONS

3. RESOLUTIONS
    1. Employee Clinic Services Agreement with Symbol Health Solutions - HR.

4. ORDINANCES

5. GENERAL UPDATES

6. REVIEW/DISCUSS CURRENT COUNCIL MEETING AGENDA
    1. Discussion of Consent Agenda or Regular Agenda Items.

7. GENERAL / DISCUSSION

8. END OF WORK SESSION

"In compliance with the Americans with Disabilities Act, the City of Opelika will make reasonable arrangements to ensure accessibility to this meeting. If you need special assistance to participate in this meeting, please contact the ADA Coordinator 72 hours prior to the meeting at (334)705-5130."

Sponsored by: Mayor Eddie Smith
and the Human Resources Department

RESOLUTION NO. _____

RESOLUTION APPROVING CLINIC SERVICES AGREEMENT WITH SYMBOL HEALTH SOLUTIONS

WHEREAS, the City of Opelika, Alabama (the "City") desires to provide near-site medical and prescription services to its eligible employees, covered dependents, and retirees ("Members"); and

WHEREAS, Symbol Health Solutions, L.L.C. ("Symbol") provides non-surgical, non-emergency, episodic and routine services to its participants; and

WHEREAS, the City and Symbol desire to enter into a Clinic Services Agreement to provide episodic primary and preventive care and prescription services to its Members; and

WHEREAS, a proposed Clinic Services Agreement (the "Agreement") between the City and Symbol has been prepared and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika, Alabama, as follows:

1. That the proposed Clinic Services Agreement to be entered into between the City and Symbol, a copy of which is attached hereto and marked Exhibit "A", be and the same is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve, which approval shall be conclusively evidenced by the execution and delivery of said Agreement.

2. That the Mayor is hereby authorized and directed to execute and deliver said Agreement in the name and on behalf of the City.

3. That the officers of the City and any person or persons designated and authorized by any officers of the City to act in the name and on behalf of the City, or any one or more of them, are authorized to do or cause to be done or performed in the name and on behalf of the City such other lawful acts and to execute and deliver or cause to be executed and delivered in the name and on behalf of the City such other notices, certificates, assurances or other instruments or other communications under the seal of the City or otherwise, as they or any of

them deem necessary or advisable or appropriate in order to carry into effect the intent of the provisions of this Resolution and the attached Agreement.

4. That the Director of Human Resources has certified that there are adequate funds in the budget to implement the provision of primary and preventive care services and no budget adjustments are necessary.

5. That this Resolution shall take effect upon its passage and adoption by the City Council.

ADOPTED AND APPROVED this the _____ day of _____, 2026.

_____
PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:

_____
CITY CLERK

Symbol Health Solutions
CLINIC SERVICES
AGREEMENT

In order for the City of Opelika, an Alabama municipality ("Client") to provide near-site medical clinics and health management programs for its employees and those enrolled in Client's health plan ("Plan"), including covered spouses, dependents, and retirees ("Members"), Client and Symbol Health Solutions, LLC ("Symbol"), an Alabama limited liability company, agree as follows:

ARTICLE I
SERVICES, FACILITY, EQUIPMENT & INSURANCE

1.1 **Effective Date;** Client shall designate a start date (the "Effective Date") which shall be the date on which Symbol begins providing services to patients at the clinic (Clinic) located in a facility owned by the City of Opelika and operated and managed by Symbol (the "Clinic").

1.2 **Clinic Services**. Symbol shall provide episodic primary and preventive care services (collectively, "PC") to Members as Symbol Health patients ("Patients"). Symbol shall, at its sole expense, provide a staff of medical professionals ("Medical Staff') to provide PC to its Patients and Participants (described herein below) on a non-surgical, non-emergency, episodic and routine basis. The Medical Staff shall, at a minimum, consist of a board-certified physician supervisor ("Physician"), Physician Assistant(s)/Nurse Practitioner(s), nurses, Medical Assistants, and clerical/administrative personnel. The Medical Staff shall at all times during the term of this Agreement be licensed by the State of Alabama as required by its respective governing bodies. The Physician shall serve as Medical Director of the Clinic and shall supervise mid-level medical provider(s). Symbol shall appoint a mid-level medical provider, to wit: A Licensed Nurse Practitioner as Clinic Director to supervise Clinic staff; Symbol shall also appoint a Client Services representative who shall be Symbol's primary liaison with Client and who shall report directly to Client's designee regarding management of the Clinic. Client shall allow Members to visit the Clinic without clocking out or incurring deductions for paid time off.

1.3 **Symbol Health Management Program**. Client shall make past and current health claims data available as requested by Symbol. Symbol, through a secure third-party health data analytics platform, shall analyze data obtained through biometric screenings and Plan's past claims data to stratify Member's individual health risks and to determine gaps in care, medication adherence, and timely referrals for preventative clinic procedures.

1.4 **Member Communication.** Client shall make eligible Member personal contact information available as requested by Symbol. Symbol shall, at its sole expense, communicate directly with eligible Patients for the purpose of informing Client's Members of Clinic services, health education, wellness challenges, and other information personalized to the unique health risks of individual Members. Symbol's communication methods may include email, social media, patient portal messages, text message, clinic posters, brochures, flyers, handbills, newsletter articles, and Client intranet posts. Any direct mail letters or postcards bearing Symbol health and/or wellness education, Clinic service information, or Patient health information shall be mailed to Members at Client's expense, with the sole exception of letters as required by the Alabama Department of Public Health. Symbol will honor Patient opt-out requests to terminate direct electronic communication within 10 business days, in accordance with CAN-SPAM laws.

1.5 **Clinic Reporting.** Symbol shall produce aggregate reports to depict Program's progress utilizing health risk parameters and claims data analysis and shall deliver such reports to Client on an annual basis and at other times as requested by Client.

1.6 **Onsite Medication Dispensing**. Subject to Alabama laws and regulations and based upon the past utilization of medications derived from an analysis of the Client's claims data, the Client's then-current formulary, along with feedback from Client, Symbol shall order pre-packaged generic medications, according to a pre-determined closed formulary, as well as a limited number of brand and specialty medications to be dispensed from the Clinic by the Medical Staff to Patients based upon the Medical Staff's prescription for such medications. Symbol shall maintain adequate inventory of such medications to meet the anticipated demand ("Medicine Inventory") for medications to be dispensed at the Clinic.

1.7 **Offsite Laboratory Testing**. Certain laboratory tests ordered by Medical Staff (listed Symbol's closed formulary) shall be performed by an offsite, qualified laboratory selected by Symbol, and other "point-of-care" tests shall be performed onsite by Medical Staff. Symbol Medical Staff collect test samples prior to sending specimens to a designated offsite laboratory. Once testing is complete, reports will be made available to the Patients for their own access and use through a secure Patient Portal and/or made available through referral to other physicians if requested by Patient or Client. Medical Staff will explain test results as they deem necessary and/or as requested by Patient.

1.8 **Physical Facility**. Client shall provide Symbol access to and use of the building located at 105 North 10th Street, Opelika, AL. 36801, ("Facility") for operation of the Clinic. Client is responsible for providing regular janitorial service, nearby dumpster, landscaping, sidewalks, handrails, ramps, and required number of parking spaces all in compliance with the Americans with Disabilities Act utilities and VOIP telephone at each work station, efax, internet access via fiber connection, with a minimum speed of 25x25 or a business class internet circuit source with speeds no less than 10x2mbs. All structured cabling, "CAT6" preferred, "CAT5e" acceptable, must be terminated and lines must be pulled to a secure closet or room in a Symbol-only occupied space. Symbol will be responsible for the handling and disposal of any and all materials subject to any regulatory rules or guidelines, including the disposal of any and all medical waste or other medical materials. Symbol shall be solely responsible for implementing appropriate safeguards to secure all medications and medical records located in the Clinic.

1.9 **Medical Equipment, Furnishings, and Disposable Non-Patient Supplies**. Client, at its sole cost and expense, shall provide all medical equipment, furniture, and fixtures necessary to operate the Clinic. Symbol shall be responsible for ordering and maintaining adequate amounts of disposable non-patient medical supplies used at the Clinic and Client shall reimburse Symbol, on a cost pass-through basis, all costs of supplying such disposable medical supplies.

1.10 **Scheduling of Services**. Services shall be available at the Clinic on a schedule that accommodates the Client's work calendar with an initial 10 hours of operation, Monday through Friday, subject to a mutually approved schedule to maximize utilization. Scheduling will be made by appointment and, to the extent that space on the schedule is available, walk-ins will be accommodated. Appointments will be made using 20- minute time slots.

1.11 **Standards of Medical Staff Performance**. Symbol covenants as follows:

(a) Medical Staff shall perform all medical services in a manner consistent with all applicable laws and regulations and in a professional manner consistent with accepted standards of medical care prevailing in the local medical community at the time of treatment. Physician shall supervise the performance of the medical services provided by the Medical Staff in a manner consistent with all applicable laws and regulations.

(b) Medical Staff shall comply with all applicable laws and regulations with respect to the licensing and the regulation of physicians, the privacy of patients, any other rights of patients or the practice of medicine, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as applicable, and any other laws relating to employment matters and environmental safety.

(c) Physician shall maintain, during the term of this Agreement, appropriate credentials including:

1. A duly issued and active license to practice medicine and prescribe and dispense medications in the State of Alabama;

2. Good standing with his or her profession and state professional association;

3. The absence of any license restriction, revocation, or suspension;

4. The absence of any involuntary restriction placed on his or her federal DEA registration; and

5. A duly issued and active Registration or Collaborative Agreement for the Physician for the oversight of Medical Staff members, as necessary.

(d) All non-physician members of Medical Staff shall maintain, during the term of this Agreement, appropriate credentials including:

A duly issued and active license to practice his or her specific category of medical provider in the State of Alabama if allowed by law for his or her specific medical provider category, to prescribe and dispense medications in the States of Alabama;

1. Good standing with his or her profession and state professional association;

2. The absence of any license restriction, revocation, or suspension;

3. The absence of any involuntary restriction placed on his or her federal DEA registration, if applicable; and

4. A duly issued and active Registration or Collaborative Agreement covering all services provided to Members by the non-physician Medical Staff member, as necessary.

(e) Symbol shall immediately remove and promptly replace any member of the Medical Staff who has his or her professional license restricted, revoked, or suspended, has committed, or is charged with the commission of a felony, is no longer in good standing with his or her professional or state licensing authority or is denied or loses professional liability insurance coverage.

(f) Symbol further agrees to notify Client promptly in writing if any Medical Staff member becomes subject to any material litigation, investigation, or regulatory proceeding with regard to medical malpractice or any other medical regulatory issues.

1.12 **Insurance.**

(a) Symbol shall maintain, throughout the term of this Agreement, professional liability insurance covering the errors and omissions of the Medical Staff with a carrier rated at least A- or better by A.M. Best in the minimum annual coverage amounts of $1,000,000.00 per occurrence and $3,000,000.00 aggregate. Symbol shall provide Client proof of such professional liability insurance maintained by the Medical Staff in accordance with paragraph (c) below.

(b) Symbol shall, at its sole cost and expense, obtain and maintain in full force and effect, during the term of this Agreement, with a carrier rated at least A- or better by A.M. Best, the following insurance coverage: (i) workers' compensation insurance as required by the law of the State of Alabama; and (ii) commercial general liability insurance with a $1,000,000 per occurrence and a $3,000,000 general aggregate.

(c) Concurrent with the execution of this Agreement, Symbol shall provide Client with certificates of insurance evidencing the coverage required by this Section 1.12 above. The certificates shall provide 30 days written notice of cancellation or nonrenewal of the coverages named in said certificates. Client will be named as an additional insured under Symbol's general liability insurance.

(d) Any subcontractors or other independent contractors of Symbol hired to provide or assist with any of the services contemplated by this Agreement shall be covered

under the foregoing insurance policies, or such subcontractor or other independent contractor shall provide upon request written proof to Symbol and Client of such subcontractor's or independent contractor's insurance coverage meeting the foregoing requirements that will evidence waivers of subrogation in favor of Symbol and the Client and be made available upon request.

1.13 **Relationship of Parties.**

(a) Symbol and Client are independent of one another in the performance of this Agreement and shall not be considered or permitted to be an agent, servant, joint venture, or partner of the other. All persons furnished, used, retained, or hired by or on behalf of Symbol shall be solely the employees or agents or designees of Symbol. Symbol agrees that it (i) is responsible for payment of any kind and all unemployment, social security, and other payroll taxes for its employees and agents, as applicable, including any related assessments and contributions required by law; and (ii) will assure by contractual provisions that any subcontractors and/or their designees shall provide that they shall be solely responsible for payment of any and all applicable unemployment, social security, and other payroll taxes for their employees and agents, to the same extent as set forth in (i) from this same paragraph.

(b) Symbol and its employees shall abide by, and Symbol shall cause its contractors to agree to abide by, any and all federal and state laws in connection with any regulated employment practices throughout the term of this Agreement and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

(c) Physician shall be solely responsible for his or her actions and/or omissions, as well as the actions and/or the omissions of any agent or any employee used by such Physician in connection with providing the Medical Services contemplated by this Agreement. Neither Client nor Symbol shall have any control or involvement in the independent exercise of medical judgment by the Physician and/or any nurse or other Health Professional.

(d) Symbol hereby agrees to indemnify, defend, and hold harmless the Client, its officials, representatives, agents, servants, and employees, from and against any and all claims, losses, damages, expenses, attorney fees, demands, suits and causes of action of every kind and character and all other liabilities ("Claims") arising out of or in any way incident to, related to or in connection with (i) breach of any representation, warranty, covenant or agreements set forth in this Agreement, (ii) the provision of services contemplated by this Agreement, (iii) any claim of wrongdoing or action or inaction by Physician or Medical Staff or (iv) anything related to the activities at the Clinic except to the extent such Claim arises from the negligent actions or inactions of Client which are not within Symbol's reasonable control.

1.14 **Other Licensed Health Professionals**. Client agrees and acknowledges that Physician may from time to time have other Health Professionals, as defined in the next sentence, assist Medical Staff and/or replace Physician during his or her regularly scheduled times at Clinic. "Health Professional" shall mean a duly licensed medical doctor, licensed Physician's Assistant, or Licensed Nurse Practitioner.

1.15 **Medical Records.**

(a) Patient information is gathered through a third-party electronic health records system. Symbol will utilize only such third parties that support rigorous industry and regulatory standards and that will maintain responsibility for the security of Patient health and personally identifiable information. Symbol shall maintain all medical records, X-rays or other imaging materials, slides, and medical data records relating to Patients ("Records") with respect to all of the Patients and shall maintain such Records in a professional manner consistent with the accepted standards of medical practice and in compliance with HIPAA privacy and security standards. All Records maintained by Symbol in connection with this Agreement, except as otherwise provided by law, shall be the sole property of Symbol.

(b) Symbol shall retain the Records relating to each Patient for the following described periods:

1. ln the case of any Patient who is at least 18 years of age as of the date that Symbol begins operating the Clinic or five (5) years from the anniversary date of the last patient encounter (or any longer period hereafter required by applicable state or federal law);

2. In the case of any Patient who is under the age of 18 as of the date, that Symbol begins operating the Clinic, until the patient has reached an age of 21 years, or five (5) years from the anniversary date of the last patient encounter, whichever is later (or any longer period hereafter required by applicable state or federal law); and

3. After the expiration of the applicable time period described in clauses (1) and (2), Symbol shall dispose of the Records in a manner maintaining patient confidentiality and in accordance with applicable laws and regulations and standards of professional ethics governing the disposition of patient medical records.

(c) Symbol shall, and shall require all its employees, subcontractors, and agents to, comply with and recognize all confidentiality and non-disclosure requirements that apply to the Client and the Plan, specifically including the privacy and security requirements of HIPAA, and the regulations promulgated thereunder, and applicable state requirements. Symbol shall comply with the policies adopted by the Client and Plan for access to and disclosure of protected health information (as defined in HIPAA) and the Business Associate Agreement provisions attached and incorporated herein as Exhibit A.

ARTICLE II
Compensation

2.1 **Monthly Fee**. No later than the 10th day of each calendar month, beginning with the month of March, 2027, Client shall pay to Symbol the amount of $23.00 per person employed by Client during the preceding month.

2.2 **Additional Fees**. Not later than 10 days following the end of each calendar month, beginning with the month of March, 2027, Client shall pay an amount equal to the sum of all expenditures incurred by Symbol during the preceding month in the provision of the services pursuant to this Agreement, including, but not limited to, Medical Professional and/or Medical Assistant salary,wages & benefits costs, reimbursement to Medical Professional for medical malpractice insurance, other required insurance, Medical professional and Medical Assistant training expenses, travel expenses, required taxes (federal, state, local, or other), ongoing marketing and communications, MRO services, maintenance and repair of medical equipment, medical supplies, medications, laboratory expenses, office supplies, clinic equipment, furnishings and any sales taxes (federal, state, local, or other) incurred by Symbol to purchase items necessary to provide the Services under this Agreement. For avoidance of doubt, the fees paid pursuant to this Section 2.2 shall be in the nature of "cost of goods sold."

Access and Audit.

(a) Subject in all respects to applicable patient privacy laws and regulations throughout the term of this Agreement, Client shall have the right to enter the Clinic at all times upon reasonable advance notice to Symbol.

(b) Subject in all respects to applicable patient privacy laws, regulations, throughout the term of this Agreement, Symbol shall provide to Client, upon Client's reasonable request, supporting documentation to enable Client to verify the number of Encounters and the dispensation/injection of medicines for which Symbol bills Client.

ARTICLE III
TERM and TERMINATION

3.1 **Term**. This Agreement shall be for a term of three (3) years commencing on the first day Symbol begins providing services to Patients, subject to earlier termination in accordance with this Agreement. Unless either Client or Symbol provides written notice of non-renewal to the other party at least 60 calendar days prior to the end of the initial term or of any renewal term, this Agreement shall be automatically renewed for additional three (3) year period.

3.2 **Termination for Cause**. Either party may terminate this Agreement for cause upon notice of default under this Agreement and fail to cure such default (a) within 15 days after written notice thereof of a payment-related default or (b) within 45 days after written notice thereof of any other default, but no such termination shall relieve Client of any amounts then due Symbol under this Agreement.

3.3 **Effect of Expiration or Termination**. The expiration or the termination of this Agreement shall not affect the obligation of the Client to pay compensation to Symbol for outstanding invoices to Symbol for the period prior to such expiration or termination and shall not affect the obligation of Symbol to provide monthly reports for the period prior to the expiration or such termination.

3.4 **No Engagement of Medical Staff**. In the event of any termination of, or the expiration of this Agreement, for a period of one (1) year following the effective date of the termination of the Agreement, Client shall not hire or engage the onsite professional healthcare services of Medical Staff providing services pursuant to this Agreement at the time of such termination, unless this provision is waived by Symbol.

ARTICLE IV
MISCELLANEOUS

4.1 **Notice**. All notices and other communications permitted or required pursuant to this Agreement shall be in writing, addressed to the party at the address set forth at the end of this Agreement or to such other address as the party may designate from time to time in accordance with this Section 4.1. All notices and other communications shall be

(a) mailed by certified or registered mail, return receipt requested, postage pre-paid,
(b) personally delivered, or
(c) sent by a nationally recognized overnight courier. Notices mailed pursuant to this Section 4.1 shall be deemed given as of three days after the official U.S. Postmark date and notices personally delivered shall be deemed given at time of receipt. Notices sent by telecopy with receipt confirmation shall be deemed received one day thereafter.

If by mail to Client:
Mayor
C/O Human Resources
City of Opelika
204 S. 7th Street
Opelika, AL 36801

If by mail to Symbol:
Michael G. Molyneux, President/CEO
3765-A Government Boulevard
Mobile, AL 36693

4.2 **Entire Agreement**. This Agreement constitutes the entire agreement between the Client and Symbol with respect to the subject matter hereof and supersedes all prior agreements. This Agreement shall not be amended or waived, in whole or in part, except in writing signed by both the Client and Symbol.

4.3 **Governing Law**. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Alabama, without giving effect to its conflict of laws provision. Legal action arising out this agreement shall be filed in the Circuit Court of Baldwin County, AL.

4.4 **Non-Disclosure**. The parties expressly acknowledge that during the term of this Agreement, each party and its owners, employees, contractors, and agents could have access to trade secrets, proprietary information, and confidential information of the other and its affiliates, as it reasonably pertains to clinic operations, which shall include the following: strategic and business plans, business methods and practices, financial information, marketing information and techniques, data on suppliers and referral sources, and all marketing materials that include the name and/or brand, logo or service marks of Symbol or any of its affiliates. Therefore, each party expressly agrees that all such information shall be and shall remain the property of the other party. The parties further agree that during and after the term of this Agreement, they and their respective owners, employees, contractors, and agents (a) shall protect and preserve the confidential and proprietary nature of all such information and shall not disclose such information or the terms of this Agreement to any other person or entity, except to the extent required to carry out the duties and responsibilities set forth in this Agreement, in connection with litigation arising out of this Agreement, or as may be otherwise required by law, and (b) shall not use such information to its advantage or to the advantage of any other person or entity, except to the extent necessary and consistent with its duties and obligations under this Agreement

4.5 **Binding Agreement and Assignment**. This Agreement shall be binding upon, and shall inure to the benefit of, the parties to it and their respective legal representatives, successors and assigns. No party may assign this Agreement nor any rights hereunder, nor may they delegate any of the duties to be performed hereunder without the prior written consent of the other part, which such consent shall not be unreasonably withheld or delayed.

4.6 **Severability Clause**. In the event any term or provision of this Agreement is determined by a court having jurisdiction to be invalid, illegal, or unenforceable, in whole or in part, for any reason, the invalid, illegal, or unenforceable provision or part shall be considered separable from the remainder and such determination shall not impair the validity, legality, or enforceability of the remainder of this Agreement.

IN WITNESS WHEREOF, Client and Symbol have executed and delivered this Agreement as of the date first above-written.

City of Opelika, Alabama.	**Symbol Health Solutions, L.L.C.**
By: The Honorable Eddie Smith	By: Michael Molyneux
Its: Mayor	Its: President/CEO
Signature: _____	Signature: _____