

**ASHEBORO CITY COUNCIL
SPECIAL MEETING AGENDA
THURSDAY, APRIL 27, 2017, 6:00 PM
EVENT HALL AT 347 WEST SALISBURY STREET**

1. Call to order and welcome.
2. Mayor Smith will enter into the record an Asheboro day of prayer proclamation.
3. Community Development Director Trevor Nuttall will present a request for approval of a proposed Duke Energy Progress, LLC easement across city-owned property.
4. City Manager John Ogburn will lead a discussion about transitions in the city's human resources functions:
 - (a) Leadership transitions in the human resources department; and
 - (b) A health management agreement with North Carolina Wellness Consultants, LLC.
5. Community Development Director Trevor Nuttall will discuss the Downtown Associate Community Program and will request approval of a resolution of commitment to participate in the program.
6. City Manager John Ogburn will provide status reports on the following projects:
 - (a) Current economic development projects;
 - (b) Current capital projects (FY 2016-2017); and
 - (c) Upcoming capital projects (FY 2017-2018).
7. Adjournment.

EASEMENT

NORTH CAROLINA
RANDOLPH COUNTY

Prepared By: Debbie Gordon
Return To: Duke Energy Progress, LLC
Attn: Debbie Gordon
1025 Frazier Drive
Sanford, NC 27332

THIS EASEMENT ("Easement") is made this _____ day of _____, 20_____
("Effective Date"), from CITY OF ASHEBORO, ("GRANTOR," whether one or more), to Duke Energy Progress, LLC, a North Carolina limited liability company ("DEP"); its successors, licensees, and assigns.

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto DEP, its successors, lessees, licensees, transferees, permittees, apportionees, and assigns, the perpetual right, privilege, and easement to go in and upon the land of GRANTOR situated in Asheboro Township, described as follows: containing .34 acre, more or less, and being the land described in a deed from The United States of America, to the City of Asheboro, dated September 17, 2009, recorded in Deed Book 2148 Page 689, Randolph County Registry (the "Property"), LESS AND EXCEPT any prior out-conveyances, and to construct, reconstruct, operate, patrol, maintain, inspect, repair, replace, relocate, add to, modify and remove electric and/or communication facilities thereon including but not limited to, supporting structures such as cables, wires, underground conduits, enclosures/transformers, vaults and manholes and other appurtenant apparatus and equipment (the "Facilities") within an easement area being ten (10) feet wide, together with an area ten (10) feet wide on all sides of the foundation of any DEP enclosure/transformer, vault or manhole (the "Easement Area"), for the purpose of transmitting and distributing electrical energy and for communication purposes of DEP and Incumbent Exchange Carriers. The center line of the Facilities shall be the center line of the Easement Area.

The right, privilege and easement shall include the following rights granted to DEP: (a) ingress and egress over the Easement Area and over adjoining portions of the Property (using lanes, driveways and paved areas where practical as determined by DEP); (b) to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening or improvement; (c) to trim and keep clear from the Easement Area, now or at any time in the future, trees, limbs, undergrowth, structures or other obstructions, and to trim or clear dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of DEP, might interfere with or fall upon the Facilities; (d) to install guy wires and anchors extending beyond the limits of the Easement Area; and (e) all other rights and privileges reasonably necessary or convenient for DEP's safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement Area for the purposes described herein.

TO HAVE AND TO HOLD said rights, privilege, and easement unto DEP its successors, licensees, and assigns, forever, and GRANTOR, for itself, its heirs, executors, administrators, successors, and assigns, covenants to and with DEP that GRANTOR is the lawful owner of the Property and the Easement Area in fee and has the right to convey said rights and Easement.

IN WITNESS WHEREOF, this EASEMENT has been executed by GRANTOR and is effective as of the Effective Date herein.

City of Asheboro

By: _____

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, Clerk

(Affix Official Seal)

NORTH CAROLINA, _____ COUNTY

I, _____, a Notary Public of _____ County, North Carolina, certify that _____ personally appeared before me this day and acknowledged that she is City Clerk of the City of Asheboro, and that by authority duly given and as the act of said City, the foregoing EASEMENT was signed in its name by its Mayor, sealed with its official seal, and attested by herself as its City Clerk.

Witness my hand and notarial seal, this _____ day of _____, 20_____.



(Notary Seal)

Notary Public

My commission expires: _____

Health Management Agreement

Introduction

This Agreement is made and entered by and between **North Carolina Wellness Consultants, LLC**, a North Carolina limited liability company ("NCWC"), and **City of Asheboro**, a North Carolina Municipal Corporation ("Employer" or "the city") and, along with any attachments hereto, sets forth the terms and conditions of the agreement between NCWC and Employer with respect to its subject matter.

About NCWC:

North Carolina Wellness Consultants LLC is an independent company based in North Carolina that operates on-site employer health clinics and provides a full line of occupational health services and wellness programs. We employ, contract or partner with licensed companies and individuals to provide high-quality health care and programs that allow employers to get the most for their health care dollars while offering a highly-valued benefit to employees.

Contact Information:

Josh Lewis

Member

NC Wellness Consultants

jlewis@fpmedical.com

336-953-1540

Definitions:

For the purposes of this document, "plan members", "clinic user", "patient", "employee" and "covered dependent" all refer to those that utilize or are eligible to utilize the Employer clinic.

Notice:

The information contained in this agreement is proprietary to North Carolina Wellness Consultants LLC. Distribution of the information contained in this agreement is limited to the employees of City of Asheboro who are involved in the purchasing decision.

The terms, processes, tools and prices are proprietary information than must not be disseminated or disclosed to outside agencies, competitors, or potential NC Wellness Consultants' customers.

Notwithstanding any other clause, provision, or text in this Agreement, NCWC acknowledges and agrees that the City is subject to North Carolina's public records law. Therefore, if an item meets the definition of public record, the custodian of the record(s) must allow public inspection unless the custodian can point to a North Carolina or federal statute that requires or permits denial of public access. One such exception to the public disclosure requirements pertains to items deemed to be a "trade secret" under G.S. 132-1.2. A copy of this statute has been provided to NCWC for its use.

Summary of the proposed solution:

NCWC will staff, supervise and operate an on-site clinic for the City of Asheboro. The primary purpose of the clinic is to offer convenience to the city's eligible employees and covered dependents and to help improve the health of the employees for reduced long-term health care costs. The clinic will be housed in existing city property at 1312 N Fayetteville St. The facility is fully equipped and operational at present. It is believed that little additional medical equipment will be needed for startup. All existing medical equipment will remain the property of the city. Newly acquired medical equipment will be billed to the city and will become city property. Any equipment that is to become city owned property shall be acquired in compliance with all purchasing and contracting laws applicable to the city.

The clinic will be staffed with a licensed medical practitioner (either a nurse practitioner (NP) or a physician's assistant (PA)) and the employer's current staff nurse (nurse). The practitioner will be under the medical supervision of a licensed medical doctor affiliated with Five Points Medical Center (FPMC).

The operational days and hours of the clinic are covered in Schedule C.

The on-site clinic will offer basic health services to eligible employees and covered dependents (18 months and older) as specified in the Services section. NCWC will provide the services currently performed in the existing on-site clinic plus several additional services at no additional charge, including: medical supply ordering, limited medical oversight and training of the nurse employed by the City of Asheboro, and increased chronic disease management as detailed in "Schedule A – Services".

In addition to on-site services, NCWC, through our partnership with Five Points Medical Center, offers access to external facilities at reduced prices as detailed in "Schedule B - Fee Schedule".

1. NCWC Services and Obligations:

a. *Services.* NCWC shall provide to Employer the services described more fully on Schedule A (the "Services"). The provision of Services under this Agreement is contingent upon the Employer's fulfillment of certain obligations set forth in Section 2 including, but not limited to, the transmission of Program Participant Information (as defined below) for Program Participants.

b. *Establishment of Health Registry.* A "Program Participant" includes any of Employer's Health Plan members, including employees, that executes a written authorization to participate in the services offered by NCWC (the "Participant Authorization"). A key feature of these services is the use of an Electronic Medical Record (EMR) system to build a health history of participants. The Participant Authorization utilized by NCWC shall be compliant with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Program Participant Information collected by NCWC during the term of this Agreement shall be secured as provided in Section 5 below. This agreement does not include importing existing patient health data into our EMR. Importing and maintaining health record information from previous vendors or systems would be covered under a separate statement of work and at additional cost to employer.

c. *Medical Practitioners.* Where indicated under "Schedule A - Services", NCWC shall supply medical practitioners to provide services (individually "Medical Practitioner" and collectively "Medical Practitioners"). Any Medical Practitioners furnished by NCWC shall be duly licensed to provide medical services in the state of North Carolina.

2. Employer Obligations.

Employer hereby agrees to undertake the following obligations (the "Employer Obligations"):

a. *Promotion of Health and Wellness Services.* Employer acknowledges and agrees that the success of the Services offered by NCWC is wholly dependent upon participation and acceptance. Employer shall actively promote clinic participation and use of NCWC's services by notifying eligible health plan members, cooperating with NCWC in the presentation of education sessions, touting the benefits of the program, and communicating with management on their role in the success of the clinic.

b. *Program Participant Information.* Employer acknowledges and agrees that the provision of Services by NCWC is contingent upon the furnishing of Program Participant information to NCWC. For each Program Participant, Employer shall provide or shall direct Employer's health plan (including any third-party administrator) to furnish the demographic information and health care claims data required by NCWC so as to facilitate the provision of the Services.

c. *Premises and Space.* To the extent required under the “Services” section, Employer shall dedicate a space on Employer's premises to permit NCWC to: i) meet privately with Program Participants, and ii) if necessary, furnish clinical interventions and/or employee education. The following will be provided to NCWC at no cost:

c1. Right of access to and use of Employer’s clinic premises (including parking areas, common hallways, and public access ways) in order for NCWC to arrange for the provision of Services as provided herein.

c2. Facilities maintained in a safe and proper operating capacity. Employer is also responsible for cleaning common rooms, hallways, lobbies, restrooms, supplying all common supplies such as hand soap, paper towels, trash bags and common cleaning supplies along with a convenient location for non-medical trash.

c3. Employer liability for any accidents or occurrences to participants or visitors to the clinic in common hallways and public access ways.

c4. Secure facility both during and after clinic hours. Employer agrees to take reasonable precautions to prevent unauthorized entry into the clinic area and to provide reasonable protections to NCWC personnel, records and property. This includes locks on specified cabinets, office doors and clinic access doors.

d. *Scheduling and Contact Person.* Employer shall provide NCWC with the name of one individual to serve as the Program Coordinator. The Program Coordinator will assist with the coordination of clinic operations and employee communications. This could include scheduling of Program Participant appointments with NCWC personnel and establishing a sign-up scheduling process to facilitate the recording of clinic visits. In the event the contact person is changed, Employer shall provide notice of such change promptly to NCWC.

e. *Office Services, Technology and supplies.* Employer agrees to provide at the clinic premises, at no charge to NCWC:

e1. Telephone, telephone service and telephone extension with voicemail, secure/encrypted laptop computer, Internet service, Wi-Fi, fax machine, fax line, etc.

e2. All common office supplies such as stapler, staples, printer paper, printer and copier ink, writing instruments, trash cans, etc.

e3. Convenient access to a secure document disposal service

e4. HIPAA-compliant data security measures for all computers, networks, data storage, data transportation, email and all other systems and devices involved in clinic operations

3. Invoice and Payment:

- a. *General Payment Provisions.* NCWC shall furnish Employer with two invoices per month based on Schedule B.
- b. *Payment Terms.* Payment of all invoices is due within thirty (30) days of receipt. Any overdue payments shall bear a late payment fee of one and a half percent (1.5%) per month, or, if lower, the maximum rate allowed by law.
- c. *Invoice Schedule.* Hourly labor will be billed every two weeks. The month-end invoice will also include all other charges for that period which could include equipment, HRAs, labs, administrative fees and any other outstanding charges.
- d. *One-time Startup Fee.* The startup fee will be billed upon signing of this contract by both parties and will be due as defined in "Payment Terms" above.

4. Term and Termination.

- a. The initial term (the "Initial Term") of this Agreement is two (2) years. This Initial Term shall commence at 12:01am EDT on July 1, 2017, and expire at 11:59pm EDT on June 30, 2019. The actual initiation of service (the "Service Date") will occur as described in Schedule A – item 10. Thereafter this agreement is renewable for successive one (1) year terms ("Renewal Term") upon mutual written agreement to continue service. The Initial Term and any Renewal Terms shall be collectively referred to hereunder as the "Term." To insure uninterrupted service, agreement to continue must be made in writing no less than ninety (90) days prior to the end of the term.
- b. During the Term of this Agreement either party may terminate this Agreement upon ninety (90) days prior written notice with or without cause.
- c. Any outstanding Invoices as of the date of termination will be due and payable within thirty (30) days following the effective date of termination.
- d. Termination of this Agreement shall not release or discharge either party from any obligation, debt or liability which shall have previously accrued and remain to be performed upon the date of termination.
- e. Upon termination of this Agreement, NCWC shall either (i) maintain for a period of no less than five years and then destroy any Program Participant information that would be considered Individually Identifiable Health Information, as defined pursuant to HIPAA, which is received by NCWC or maintained in its Health Registry Database; or (ii) transfer any Program Participant information that would be considered Individually Identifiable Health Information to another entity or individual designated by Program Participant or by Employer, provided such transfer is permitted by state and federal privacy laws and regulations or by the Program Participant. Employer agrees to pay NCWC, at a rate of sixty-dollars (\$60.00) per hour, for labor involved in the transfer of program participant data.

5. Security of Employee Information.

a. NCWC is a "business associate," as defined by HIPAA, and the regulations promulgated there under. As such, NCWC will maintain strict administrative, physical, and technical safeguards that protect the confidentiality and security of all Program Participant Information it creates, receives, maintains or otherwise has in its possession. At a minimum NCWC will implement and utilize best industry practices in protecting the Program Participant information.

b. Except as permitted or required by state or federal law or as expressly authorized in writing by the Program Participant, i) NCWC shall not produce or furnish to Employer any Individually Identifiable Health Information unless such information has been de-identified in accordance with 45 C.F.R. § 164.514; and ii) Employer expressly directs NCWC not to disclose any Individually Identifiable Health Information to Employer, its officers or Employees.

6. Confidentiality.

For purposes of this Agreement, the term "Proprietary Information" shall include all types of proprietary data, trade secrets, pricing, contemplated products and services, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models and confidential information of either party whether oral or written, which is not legitimately in the public domain. Each party acknowledges that the other's Proprietary Information disclosed to it pursuant to this Agreement is disclosed in confidence and with the understanding that it constitutes valuable business information developed at great expenditure of time, effort and money. Each party agrees that it will not, without the express prior written consent of the other, (i) use the other's Proprietary Information for any purpose other than the performance of this Agreement; or (ii) disclose or reveal the other's Proprietary Information to any third party, except to the extent such disclosure is required by law, or pursuant to subpoena or other legal process. If any person seeks to compel either party to disclose any Proprietary Information, the party will promptly notify the other party so that the other party may seek an appropriate protective order. Each party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Proprietary Information of the other party in order to prevent the unauthorized use, dissemination or publication of the Proprietary Information and to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have such information. Such measures shall include, but shall not be limited to, the highest degree of care that the receiving party utilizes to protect its own Proprietary Information of a similar nature. Upon termination of this Agreement by either party for any reason whatsoever, each party shall return to the other party all material constituting or containing Proprietary Information of the other or, if return is not feasible, destroy it. Both parties recognize and agree that no adequate remedy at law may be available for breach of this section and that either party may enforce its rights in equity by obtaining a temporary restraining order or a temporary or permanent injunction, without limiting any other rights such party may have. The provisions of this Section 6 shall survive termination of this Agreement.

7. Indemnification/Insurance.

a. Each party (the "Indemnitor") agrees to defend, indemnify and hold harmless the other party, its successors, assigns, owners, employees, representatives, officers, agents, contractors and directors (the "Indemnitee") from and against any and all losses, claims, judgments, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and costs of settlement) which directly result from or arise out of any material breach by the Indemnitor of any of its representations, warranties, covenants or obligations in this Agreement. NCWC agrees to defend, indemnify and hold harmless the Employer, its successors, assigns, owners, employees, representatives, officers, agents, contractors and directors from and against any and all losses, claims, judgments, damages, costs and expenses (including without limitation reasonable attorneys' fees, court costs and costs of settlement) for damages arising out of or resulting from any accident or injury to persons or property, whether occasioned by the actions or omissions to act of NCWC, a Medical Practitioner, or any other NCWC representatives, contractors, agents, employees or invitees, in connection with the performance of obligations or services under this Agreement.

b. The Indemnitee shall notify the Indemnitor in writing sent by registered mail of the existence of any such action, claim or demand giving rise to a claim for indemnity under this paragraph within fifteen (15) days of receipt of such written assertion of a claim or liability; provided, however, the failure to give such notice shall affect the Indemnitor's obligations hereunder only to the extent the Indemnitor is materially prejudiced by such failure. The Indemnitor shall not, without the prior written consent of the Indemnitee, settle or compromise any claim or consent to the entry of any judgment which does not include as an unconditional term thereof the giving by the claimant to the Indemnitee a release from all liability in respect to such claim.

c. All indemnifications made by the parties shall survive the termination of this Agreement.

d. Each party agrees to use its commercially reasonable best efforts to cooperate in the investigation, mitigation, defense, and settlement of any third-party claim subject to this Indemnification section; to permit the cooperation and participation of the other party in any such claim or action; and to promptly notify the other party of the occurrence of any indemnified event or material developments or amounts due respecting any indemnified event.

e. NCWC shall ensure, at all times during the term of this Agreement, that the following insurance coverage is in place, from a source other than the City, for any and all health care professionals sent to the on-site clinic by NCWC:

- (1) Workers' compensation insurance as required by the State of North Carolina; and
- (2) Medical professional liability insurance (sometimes known as medical malpractice insurance) to protect licensed health care professionals who are not city employees from liability associated with wrongful practices resulting in bodily injury, medical expenses, and property damage as well as the cost of defending lawsuits related to such claims. The required insurance coverage may be written on a claims-made or occurrence basis and shall have primary limits of liability of no less than one million dollars (\$1,000,000).

On an annual basis, NCWC shall provide to the City certificates of insurance that are in a form satisfactory to the City. All policies shall provide for thirty (30) days advance written notice of material change, cancellation, or non-renewal.

8. Non-Solicitation.

Individuals supplied or introduced by NCWC to Employer have been or will be recruited at significant time and expense by NCWC and NCWC has a compelling interest in maintaining its contractual relationships and expectancy of future contractual relationships with such individuals. Employer covenants that it, its employees, agents, or representatives shall not, during the Initial Term or any Renewal Terms of this Agreement and for a period of twelve (12) months after the effective date of any termination of this Agreement hire or engage as an independent contractor any individual supplied or introduced by NCWC to Employer at any time during the Term of this Agreement.

9. Independent Contractors.

In providing Services under this Agreement the parties and their employees shall at all times act and perform as independent contractors to one another. No act or failure to act by any party hereto shall be construed to make or render the other party its partner, joint venturer, employee or associate. The parties do not have any authority or rights to act as the representative or agent of the other.

10. Clinic Use Restrictions.

- a. Employer may wish to offer clinic services to covered dependents either as a full-time option or for service specific events (e.g. Flu Shots). When these offerings are not a part of the original scope of services, NCWC must have proper notice and must mutually agree in writing to the services offered and the timeframe of the offering to insure proper planning and staffing.
- b. The clinic is only available to Employer employees and covered dependents (where specified in Scope of Services). Clinic users must be 18 months or older.
- c. When dependents are offered services, Employer must provide direction, data, and an easy-to-follow procedure for identifying eligible covered dependents to clinic staff. All covered dependents will be required to sign and agree to applicable releases and compliance documents. Adult employees or dependents will sign for any minors.
- d. NCWC on-site clinics are not intended to be the patient's primary care provider. We encourage everyone to maintain a relationship with a primary care doctor who is available for emergencies, can be reached during non-clinic hours, and who can offer more intensive care and monitoring of chronic conditions than can be fully managed in a clinic setting. The clinic is not available beyond the hours where it is physically staffed. NC Wellness Consultants reserves the right to refer patients to their primary care providers or emergency facilities at any time it is determined to be in the patient's best interest.

11. Miscellaneous.

This Agreement shall be governed by, construed under and enforced in accordance with the laws of the state of North Carolina, without regard to its conflict of laws principles. Any claim or conflict arising out of this Agreement shall be adjudicated in City of Asheboro, North Carolina. NCWC shall not be responsible for delays or failures in its performance resulting from acts or omissions attributable to Employer's employees. Any delay or failure by either party to enforce any of its rights under this Agreement shall not be deemed a waiver of any other rights hereunder. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. This Agreement may only be amended in a writing executed by both parties. This Agreement supersedes all previous contracts and constitutes the entire agreement between the parties. No oral statements or prior written material not specifically incorporated herein shall be of any force and effect and no changes in or additions to this Agreement shall be recognized unless and until made in writing signed by all parties hereto.

Iran Divestment Act

In order to comply with statutorily mandated contracting procedures that are applicable to the City as a North Carolina municipal corporation, an Iran Divestment Act certification must be obtained from service providers attempting to enter into contracts with the City of Asheboro. Therefore, in compliance with Section 147-86.59 of the General Statutes of North Carolina (the "General Statutes"), NCWC hereby certifies that (i) NCWC is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to Section 147-86.58 of the General Statutes, and that (ii) NCWC will not utilize any subcontractor identified on the Final Divestment List to perform work under any contract with the City of Asheboro. The Final Divestment List can be found on the North Carolina State Treasurer's website with resources related to the Iran Divestment Act (www.nctreasurer.com/Iran). The Final Divestment List will be updated every 180 days.

E-Verify Compliance

In order to ensure compliance with Section 143-133.3 of the North Carolina General Statutes (this statute prohibits the City from entering into contracts with entities that do not comply with the state's E-Verify hiring requirement), the City requires compliance provisions in service contracts such as this Agreement with NCWC. For the sole and limited purpose of creating a binding agreement that is compliant with the statutory contracting requirements applicable to the City, NCWC hereby agrees that, to the full extent required by law, NCWC will comply with Article 2 of Chapter 64 of the North Carolina General Statutes (the state's E-Verify hiring requirement). Furthermore, if NCWC utilizes a subcontractor in performance of this Agreement, NCWC will require such a subcontractor to comply with Article 2 of Chapter 64 of the North Carolina General Statutes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written below.

North Carolina Wellness Consultants, LLC

Date: _____

Signature: _____

Printed Name: Josh Lewis

Title / Authority: Member NCWC

Employer: City of Asheboro, NC

Date: _____

Signature: _____

Printed Name: John N. Ogburn, III

Title / Authority: City Manager, City of Asheboro

PRE-AUDIT CERTIFICATE:

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

By: _____

Deborah P. Reaves, Finance Officer

Date: _____

Schedule A Services

The specific Services to be provided by NCWC to the Employer are provided below in further detail.

1. *On-Site Medical Practitioner:* NCWC shall furnish Employer with a Medical Practitioner who shall be either a family nurse practitioner, or physician assistant, depending upon availability in the Employer's geographic area. The Medical Practitioner shall:
 - a. Perform periodic clinical assessments on Program Participants of identified health risk factors and related medical conditions
 - b. Treat medical conditions related to identified high risk issues
 - c. Order medical tests and make referrals for Program Participants, as needed
 - d. Monitor a Program Participant's medication administration and side effects and prescribe medications as needed
 - e. Treat minor medical conditions

2. *On-Site Nurse:* NCWC shall supervise the city-employed nurse in the operation of the on-site clinic. The employer assumes all responsibility for the employment-related functions of the nurse such as scheduling, pay, benefits, performance evaluation and corrective actions. NCWC will have no authority to take disciplinary actions against the City Nurse. Any performance and /or conduct concerns pertaining to the City nurse must be referred to the City's management team for investigation and, if warranted, corrective action. If requested, NCWC personnel will provide feedback on performance but NCWC assumes no liability for any resulting employment actions based on this feedback. NCWC will supervise and train the nurse in clinic-related procedures and operations only. **The Employer assumes all liability for any malpractice or HIPAA related incidents resulting from the actions or inactions of any employees involved in the operation of the on-site clinic.** The nurse will work under the direction of the Medical Practitioner to perform routine medical measurements and procedures along with clerical work in support of efficient clinic operations.

3. *Health Screenings and Health Risk Assessments:* (offered upon request – details to be mutually agreed)

4. *Completion of Individual Health Profile:* Program Participant specific information collected by NCWC Medical Practitioners as designated in these services shall be combined and maintained electronically on the "Health Registry Database." This information will be used to educate and counsel, as well as treat the Program Participant. This information will allow the NCWC Medical Practitioners to identify current and potential health risks. This risk identification will assist the Medical Practitioners and Program Participant to make a plan to address these health risks.
5. *On-Site Operation:* NC Wellness Consultants will staff, train, oversee and run the clinic.
6. *Specific Clinic services provided (this is not a comprehensive list and some services come with additional lab work, supplies, and/or fees (e.g. flu shots)):*
 - a. Sick Visits
 - b. Chronic Condition Management or referral
 - c. Flu Shots
 - d. Routine Vaccinations
 - e. Routine Yearly Physicals
 - f. First Aid
 - g. Pre-employment Drug Screening
 - h. Drug Testing
 - i. Health Education
 - j. Wellness Programs
 - k. Health Coaching
 - l. Population Reporting
7. *Health record retention and compliance*
8. *Supply ordering:* Supplies to be ordered by NCWC on behalf of Employer. Supply vendor will furnish invoices directly to Employer. Invoice payment is the responsibility of the Employer. Any payment terms, arrangements, disagreements or legal actions between Employer and supply vendor are entirely between the two parties and will not involve NCWC or Five Points Medical Center.
9. *Impact Reports:* NCWC will furnish Employer with reports on agreed upon timeframe that will aggregate results on clinic utilization and health risk factors driving Employer's health plan costs. Reports are based on clinic data only. Employer will not receive any individualized Program Participant information, health or otherwise. Any information furnished to Employer by NCWC will be "de-identified" according to HIPAA's Privacy Rule requirements (as defined at 45 C.F.R. § 164.514).
10. Initiation of this service will begin no later than **July 3, 2017** or the first scheduled day of that week ("Service Date") - specific day to be mutually agreed. Start dates are contingent upon: 1) receipt of an original executed version of this Agreement; 2) availability of resources; 3) availability of required facilities, equipment and supplies.

Schedule B

Fee Schedule

Fees will be included in the twice-monthly invoices from NCWC to Employer, as provided in Section "3. Invoice and Payment".

The Service Fees for the individual services provided for Employer are as follows:

On-Site Clinic	
On-site Nurse Practitioner (per hour)	\$80.00
Administration Fee (per month)	\$2,500.00
One-time start-up fee	\$1,500.00
Labs at discounted rate	
Supplies paid by employer directly to vendor	
Five Points Medical Center	
Level 1 visit (per visit)	\$60.00
Level 2 visit (per visit)	\$85.00
Nurse-only visit (per visit)	\$15.00
X-rays (per each)	\$45.00
Injections and Labs at discounted rate	
Prices based on 2 year commitment	

Practitioner will receive 8 hours of training (billed at above rate) prior to the clinic opening.

Schedule C

On-Site Clinic Hours of Operation and Location

The on-site clinic operated by NCWC shall be operated three (3) day(s) per week for eight (8) hours per day for forty-eight (48) to fifty (50) weeks per year beginning on the Service Date listed in Schedule A, item 10. The clinic will be operated during the workweek and will not be available on weekends. The specific days and hours shall be set by mutual agreement based on employer need and staffing availability. NCWC observes the following holidays and will be closed on any other holidays observed by the employer:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving (Thanksgiving day and the Friday after)
- Christmas (Christmas day and other days observed by the Employer)

Upon mutual agreement, the days per week and hours per day can be adjusted.

Since the staffing model is a single resource with no backup, employer understands that no back-up resource is available when sickness, family emergencies, vacations or other lost-time incidents occur. NCWC will provide as much notice as possible for planned lost-time and will make every effort to reschedule lost days but rescheduling will not always be possible.

The on-site clinic will be operated in existing City of Asheboro facilities located at: 1312 N Fayetteville St. Asheboro NC. Adequate space and facilities will be provided at no charge to NCWC.

Security of Employee Information Waiver and Assumption of Liability Part 2

This document pertains to section 5.b.i-ii "Security of Employee Information" and section 6 "Confidentiality" of the Health Management Agreement between North Carolina Wellness Consultants LLC ("NCWC") and City of Asheboro ("Employer") (collectively referred to as "the parties").

The parties agree to waive the restriction of disclosing Individually Identifiable Health Information to the employer or its employees in the following way:

Employer has employed a nurse ("the nurse") that is assigned to NCWC for the purpose of staffing the on-site employee health clinic. To perform the duties of this position, it is necessary for the nurse to have access to personal health records, protected patient information and confidential conversations on a regular and on-going basis. Employer agrees that the nurse will be treated, for purposes of Individually Identifiable Health Information, the same as all other NCWC staff in that no Individually Identifiable Health Information will be requested and Employer expressly directs NCWC and the nurse not to disclose any Individually Identifiable Health Information to Employer, its officers or Employees.

Additionally:

- I. Employer agrees that the nurse, as an employee of City of Asheboro, is responsible for upholding all HIPAA and PHI rules that pertain to the employer and NCWC.
- II. Employer assumes all liability for the actions of the nurse that violate HIPAA rules or NCWC data security practices and which result in fines or other legal actions against NCWC.

North Carolina Wellness Consultants, LLC

Signature: _____ **Date:** _____

Printed Name: Josh Lewis

Title / Authority: Member

Employer: City of Asheboro, NC

Signature: _____ **Date:** _____

Printed Name: _____

Title / Authority: _____

**RESOLUTION OF COMMITMENT
TO THE NC MAIN STREET & RURAL PLANNING CENTER
TO PARTICIPATE IN THE
DOWNTOWN ASSOCIATE COMMUNITY PROGRAM**

WHEREAS, the City of Asheboro *desires to be selected* as a community participating in the Downtown Associate Community program administered by the NC Main Street & Rural Planning Center; and

WHEREAS, the City of Asheboro and its Council embraces the concept of downtown revitalization as *economic development within the context of historic preservation* and wishes to ensure the ongoing vitality of its downtown business district; and

WHEREAS, the City of Asheboro and its Council understands that the Downtown Associate Community program will *focus on the organizational development process for up to three years* in order to create a sustainable downtown organizational structure to implement a vision, develop strategies and produce action plans;

WHEREAS; the City of Asheboro is dedicated to *utilizing the foundation of the National Main Street Center's Main Street Four-Point Approach®* to downtown revitalization and the principles of Organization, Design, Promotion and Economic Vitality; and

WHEREAS; the City of Asheboro recognizes the nationwide success of the principles of the Main Street Program for creation of new businesses, significant private sector capital investment that increases the property tax base and a significant increase in net employment; and

WHEREAS, the City of Asheboro *will propose to budget up to \$5,000 for fiscal year 2017-2018*, in order to reimburse the NC Main Street & Rural Planning Center for travel related expenses at the current IRS rate as well as meals and lodging at the state per diems when applicable and for travel and training of designated coordinator for the local Downtown Associate Community program; and

WHEREAS, the City of Asheboro acknowledges that if *selected to participate in the Downtown Associate Community program, that the City will sign a Memorandum of Understanding (MOU) with the N.C. Department of Commerce, NC Main Street & Rural Planning Center*, outlining the requirements for participation in the Downtown Associate Community program with the Center; and

WHEREAS, the City of Asheboro agrees that if selected acknowledging that *selection does not guarantee future designation as a North Carolina Main Street community*; and

WHEREAS, the City of Asheboro and its Council understands that the foundation of a successful local Downtown Associate Community program is based in the knowledge that both the public and private sectors have a vital interest in the success of the downtown business district and must partner together in order for it to succeed. Now, therefore,

NOW, BE IT RESOLVED, that the *Asheboro City Council endorses the City of Asheboro's* application to the North Carolina Department of Commerce, NC Main Street & Rural Planning Center for participation in the Downtown Associate Community program; and

BE IT FURTHER RESOLVED, that the City of Asheboro and its Council commits up to twenty (20) hours of Community Development Division staff time to the administration of the local Downtown Associate Community program.

This resolution was adopted by the Asheboro City Council in open session during a regular meeting that was held on the _____ day of _____, 20_____

David H. Smith, Mayor
City of Asheboro, North Carolina

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk
City of Asheboro, North Carolina