CITY OF FISHERS AGENDA

BOARD/COMMISSION: Board of Public Works and Safety Meeting
DATE: 12/27/2023, at 9:00 AM
DIRECTIONS: Fishers City Services Building, 3 Municipal Drive, Fishers, IN 46038

BOARD OF PUBLIC WORKS AND SAFETY MEETING, 9:00 A.M., CITY COURT CHAMBERS:

1. **Meeting Called to Order**
2. **Announcements**
3. **Presentations**
4. **Consent Agenda**
   a. Request to review the previous meeting memoranda
   b. Request to approve the account payable register
   c. R122723 – A Resolution of the City of Fishers Board of Public Works & Safety Approving the City's2024 Property and Casualty Insurance Coverage
5. **Resolution**
   a. R122723A – Request to Approve Professional Services Agreement with Innovative Edit.
   b. R122723B – Request to approve Professional and Operating Agreement (Indianapolis Art Center).
   c. R122723C - A Resolution Confirming the City of Fishers Road Inventory for the Indiana Department ofTransportation.

d. R122723D– Request to approve resolution amending the City of Fishers Traffic Schedule.

e. R122723E – Request to approve provider agreement.

6. Regular Items

7. Unfinished/New Business

8. Meeting Adjournment

FISHERS
EST. 1872

CITY OF FISHERS AGENDA

BOARD/COMMISSION: Board of Public Works and Safety
DATE: 12/12/23
DIRECTIONS: Fishers City Services Building

BOARD OF PUBLIC WORKS AND SAFETY MEETING, 9:00 A.M., CITY COURT ROOM:

1. **Meeting Called to Order:**
   - The meeting was called to order at 9:00 a.m. by Scott Fadness. Board members Jason Meyer and Scott Fadness were present.
   - Staff present/Legal: Marissa Deckert, Jake Reardon McSoley, Ann Smith, Steve Orusa, Tami Houston, Lindsey Bennett, Eric Steiner, Elliott Hultgren, Tracy Gaynor, Hatem Mekky and Kari Adriano.
   - Members of the Public: Jeff Hill and Larry Lannan.
   - Members of the public were able to submit comments to the Board via form submission. No Public Comments were received.

2. **Announcements:**
3. **Presentations:**

CONSENT AGENDA

4a. Request to review the previous meeting memoranda's: Meeting Minutes 11-28-23.

4b. Request to approve the account payable register: Accounts Payable 12-12-23.

- Jason Meyer made a motion to approve the consent agenda. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.

RESOLUTION

5. **R121223 –** Request for Declaring Vehicles-Equipment as surplus for Trade-ins.
Board Action Form | Resolution

- Elliott Hultgren, Deputy Mayor, presented **R121223** to the board.
- Jason Meyer made a motion to approve **R121223**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.

6. **R121223A –** Request to Approve Resolution regarding allocation of LARE Grant Proceeds.
Board Action Form | Resolution | Exhibit A

- Hatem Mekky, Director of Engineering, presented **R121223A** to the board.
- Jason Meyer made a motion to approve **R121223A**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.

7. **R121223B –** Request to Revoke Right-of-Way permits.
Board Action Form | Resolution | Exhibit A

- Tami Houston, Project Engineer, presented **R121223B** to the board.
- Jason Meyer made a motion to approve **R121223B**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.

8. **R121223C –** Request to Approve Utility Reimbursement Agreement with Duke Energy.
Board Action Form | Resolution | Exhibit A
    - Hatem Mekky, Director of Engineering, presented **R121223C** to the board.
    - Jason Meyer made a motion to approve **R121223C**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.

9. **R121223D** – Request to Approve City Median Landscape Project.
Board Action Form | Resolution | Exhibit A
    - Eric Steiner, Assistant Director of Public Works, presented **R112823D** to the board.
    - Jason Meyer made a motion to approve **R121223D**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.

10. **R121223E –** Request to Approve Professional Services Agreement with WSP.
Board Action Form | Resolution | Exhibit A
    - Hatem Mekky, Director of Engineering, presented **R112823E** to the board.
    - Jason Meyer made a motion to approve **R121223E**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.

11. **R121223F –** Request to Approve Resolution Declaring SCBA Equipment as Surplus**.**
Board Action Form | Resolution
    - Scott Zelhart, SCBA Program Coordinator, Fire Department, presented **R121223F** to the board.
    - Jason Meyer made a motion to approve **R121223F**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.

12. **R121223G –** Request to approve Agreement with Juggernaut Brewing.
Board Action Form | Resolution | Exhibit A
    - Jake Reardon McSoley, Director of Recreation and Wellness, presented **R121223G** to the board.
    - Jason Meyer made a motion to approve **R121223G**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.

13. **R121223H** – Request to approve a Build Operate Transfer Agreement for the City of Fishers Community Center.
Board Action Form | Resolution | Exhibit A
    - Jake Reardon McSoley, Director of Recreation and Wellness, presented **R121223H** to the board.
    - Jason Meyer made a motion to approve **R121223H**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.

14. **R121223I –** Request to approve Memorandum of Understanding Between the City and The Superlative Group.
Board Action Form | Resolution | Exhibit A

- Marrisa Deckert, Director of Parks and Recreation, presented **R121223I** to the board.
- Jason Meyer made a motion to approve **R121223I**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.

15. **R121223J** – Request to approve an amended and restated Management Agreement.
Board Action Form | Resolution | Exhibit A

- Elliott Hultgren, Deputy Mayor, presented **R121223J** to the board.
- Jason Meyer made a motion to approve **R121223J**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.

REGULAR ITEMS

11. **Unfinished/New Business:**

12. **Meeting Adjournment**

- Jason Meyer made a motion to adjourn the meeting. Scott Fadness seconded the motion.
- There was no remonstrance and the motion passed 2 in favor, 0 opposed.
- The meeting was adjourned at 9:20 a.m.

This meeting was recorded at http://tinyurl.com/CityOfFishers

Respectfully Submitted,

Kari Adriano, Board Clerk

I hereby certify that each of the above listed vouchers and the invoices, or bills

attached there to, are true and correct and I have audited same in accordance with IC 5-11-10-1.6.

December 27, 2023 _____

Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

CITY OF FISHERS

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 71 pages and except for accounts payables not allowed as shown on the Register such accounts payables are hereby allowed in the total amount of $24,929,648.65.

Dated this 27th day of December 2023.

_____ _____ _____

_____ _____ _____

_____ _____ _____

Signatures of Governing Board

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 99900000 10108 FIB CIRDA Account

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
68992	12/12/2023	EFT	2600	Indianapolis Metropo	81349	INV-00000223	12/11/2023		121223RD	2,735.50
								CHECK	68992 TOTAL:	2,735.50
						NUMBER OF CHECKS 1		***	CASH ACCOUNT TOTAL ***	2,735.50

	COUNT	AMOUNT
TOTAL EFT'S	1	2,735.50

*** GRAND TOTAL *** 2,735.50

A/P CASH DISBURSEMENTS JOURNAL Nov 2023 MetLi

CASH ACCOUNT: 99900000 10102 FIB Payroll Account

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
113023	12/15/2023	MANL	231	Metropolitan Life In	81551	11302023	11/30/2023			29,477.27
					29,477.27	80600000 29008	Elective Benefits			
								CHECK	113023 TOTAL:	29,477.27
						NUMBER OF CHECKS 1		*** CASH ACCOUNT TOTAL ***		29,477.27

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	1	29,477.27

*** GRAND TOTAL *** 29,477.27

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 99900000 10100 APCash

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
69241	12/19/2023	MANL	2452	Regions Bank	81011	1123CC-Police	11/30/2023		1123CC	45,609.61
					30.00	10108015 43200	Comms And Transportation			
					70.00	10108015 43200	Comms And Transportation			
					30.00	10108015 43200	Comms And Transportation			
					70.00	10108015 43200	Comms And Transportation			
					54.00	10108015 43200	Comms And Transportation			
					48.74	10108015 43200	Comms And Transportation			
					1,683.60	10108015 43100	Professional Services			
					796.50	10108012 42200	Operating Supplies			
					-270.10	10108015 42200	Operating Supplies			
					368.19	10108015 42200	Operating Supplies			
					184.93	10108015 42200	Operating Supplies			
					552.08	10108013 42200	Operating Supplies			
					82.54	10108012 42200	Operating Supplies			
					33.66	10108015 42200	Operating Supplies			
					3,112.84	10108013 42200	Operating Supplies			
					3,000.00	10108013 42200	Operating Supplies			
					861.42	10108013 43200	Comms And Transportation			
					53.92	10108015 43200	Comms And Transportation			
					45.00	10108015 43200	Comms And Transportation			
					949.20	10108015 43200	Comms And Transportation			
					1,605.00	10108011 42200	Operating Supplies			
					600.00	10108015 43100	Professional Services			
					115.51	10108015 42200	Operating Supplies			
					24.99	10108015 42200	Operating Supplies			
					52.50	10108015 42200	Operating Supplies			
					895.00	10108015 43200	Comms And Transportation			
					280.97	10108013 43200	Comms And Transportation			
					2,385.00	10108015 43200	Comms And Transportation			
					474.96	10108015 43200	Comms And Transportation			
					474.96	10108015 43200	Comms And Transportation			
					474.96	10108015 43200	Comms And Transportation			
					80.00	10108013 43200	Comms And Transportation			
					80.00	10108013 43200	Comms And Transportation			
					95.00	10108015 43200	Comms And Transportation			
					684.51	10108015 43200	Comms And Transportation			
					-550.00	10108015 43200	Comms And Transportation			
					826.08	10108015 43200	Comms And Transportation			
					1,171.80	10108015 43200	Comms And Transportation			
					1,151.80	10108015 43200	Comms And Transportation			
					81.47	10108015 42200	Operating Supplies			
					663.48	10108015 42200	Operating Supplies			
					180.00	10108015 42200	Operating Supplies			
					91.50	10108011 42200	Operating Supplies			
					75.97	10108011 42200	Operating Supplies			
					277.00	10108015 42200	Operating Supplies			
					105.62	10108011 42200	Operating Supplies			
					895.00	10108015 43200	Comms And Transportation			
					9.75	10108015 43200	Comms And Transportation			
					1,495.00	10108015 43200	Comms And Transportation			
					2,596.00	10108013 43200	Comms And Transportation			
					371.80	10108015 43200	Comms And Transportation			

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 99900000 10100 APCash

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
				371.80	10108015 43200			Comms And Transportation	
				371.80	10108015 43200			Comms And Transportation	
				371.80	10108015 43200			Comms And Transportation	
				2,300.00	10108015 43100			Professional Services	
				44.85	10108015 42200			Operating Supplies	
				30.00	10108015 43200			Comms And Transportation	
				148.29	10108015 42200			Operating Supplies	
				1,360.79	10108011 42200			Operating Supplies	
				184.95	10108011 42200			Operating Supplies	
				100.15	10108011 42200			Operating Supplies	
				254.15	10108013 43100			Professional Services	
				263.57	10108013 43100			Professional Services	
				125.00	10108011 43100			Professional Services	
				799.77	10108013 43100			Professional Services	
				1,484.94	10108013 42200			Operating Supplies	
				308.00	10108011 43100			Professional Services	
				31.50	10108015 42200			Operating Supplies	
				36.75	10108015 42200			Operating Supplies	
				190.00	10108015 43100			Professional Services	
				735.80	23308011 42200			Operating Supplies	
				44.25	10108015 43200			Comms And Transportation	
				120.35	10108013 42200			Operating Supplies	
				96.25	10108011 42200			Operating Supplies	
				384.08	10108015 42200			Operating Supplies	
				995.00	10108012 42200			Operating Supplies	
				419.99	10108015 42200			Operating Supplies	
				168.00	10108015 43100			Professional Services	
				460.43	10108015 43200			Comms And Transportation	
				36.00	10108015 43200			Comms And Transportation	
				9.20	10108015 43200			Comms And Transportation	
				382.00	10108013 43100			Professional Services	
				100.00	10108013 43100			Professional Services	
				25.00	10108013 43100			Professional Services	
				50.00	10108013 43100			Professional Services	
				50.00	10108013 43100			Professional Services	
				50.00	10108013 43100			Professional Services	
				50.00	10108013 43100			Professional Services	
				1,358.63	10108013 43100			Professional Services	
				550.00	10108013 43200			Comms And Transportation	
				82.91	10108015 43200			Comms And Transportation	
				119.92	10108015 43200			Comms And Transportation	
				498.00	10108015 43200			Comms And Transportation	
				38.48	23308011 42200			Operating Supplies	
				44.35	10108015 42200			Operating Supplies	
				294.00	23308011 42200			Operating Supplies	
				121.58	23308011 42200			Operating Supplies	
				25.13	10108015 42200			Operating Supplies	
							CHECK	69241 TOTAL:	45,609.61

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 99900000 10100 APCash

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
69242	12/19/2023	MANL	2452	Regions Bank	81301	1123CC-Admin	11/30/2023	1123CC		21,533.49
					84.43	10101015 42200	Operating Supplies			
					83.45	10101015 42200	Operating Supplies			
					1,740.00	10101015 43100	Professional Services			
					125.00	10101015 43100	Professional Services			
					7.48	10101011 42200	Operating Supplies			
					5.34	10101017 42200	Operating Supplies			
					-7.48	10101011 42200	Operating Supplies			
					125.00	10101011 42200	Operating Supplies			
					19.08	10101011 42200	Operating Supplies			
					28.51	10101011 42200	Operating Supplies			
					838.14	10101011 43100	Professional Services			
					619.14	10101011 43100	Professional Services			
					1,192.16	10101011 43100	Professional Services			
					26.91	10101011 42200	Operating Supplies			
					4.65	10101011 42200	Operating Supplies			
					341.70	10101011 43100	Professional Services			
					54.77	10101011 43100	Professional Services			
					110.00	10101017 43100	Professional Services			
					51.50	10101017 43100	Professional Services			
					1,886.00	10101017 42200	Operating Supplies			
					100.00	10101017 42200	Operating Supplies			
					52.80	10101017 42200	Operating Supplies			
					-10.00	10101017 43100	Professional Services			
					513.78	10101017 42200	Operating Supplies			
					147.72	10101017 42200	Operating Supplies			
					-33.63	10101017 42200	Operating Supplies			
					-9.67	10101017 42200	Operating Supplies			
					216.04	10101017 42200	Operating Supplies			
					143.73	10101017 42200	Operating Supplies			
					100.00	10101017 43100	Professional Services			
					62.00	10101017 43100	Professional Services			
					120.00	10101017 43100	Professional Services			
					713.47	10101017 42200	Operating Supplies			
					59.89	10101017 42200	Operating Supplies			
					200.00	10101017 42200	Operating Supplies			
					44.14	10101011 42200	Operating Supplies			
					62.73	10101011 42200	Operating Supplies			
					29.45	10101011 42200	Operating Supplies			
					28.00	10101011 43100	Professional Services			
					38.99	10101011 43100	Professional Services			
					15.00	10101011 43100	Professional Services			
					79.30	10101011 42200	Operating Supplies			
					387.82	10101011 43100	Professional Services			
					2,212.35	10101011 43100	Professional Services			
					42.36	10101011 42200	Operating Supplies			
					49.05	10101011 42200	Operating Supplies			
					83.30	10101011 42200	Operating Supplies			
					303.40	10101011 43100	Professional Services			
					110.05	10101011 42200	Operating Supplies			
					33.15	10101011 42200	Operating Supplies			

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 99900000 10100 APCash

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
					17.10	10107010 43100	Professional Services			
					9.17	10107010 42200	Operating Supplies			
					12.95	10107010 43100	Professional Services			
					35.43	10107010 42200	Operating Supplies			
					10.79	10107010 42200	Operating Supplies			
					417.00	10101016 42200	Operating Supplies			
					360.00	10101016 43100	Professional Services			
					49.00	10101016 43200	Comms And Transportation			
					9.99	10101016 43100	Professional Services			
					3,039.75	10101016 43100	Professional Services			
					24.99	10101016 43100	Professional Services			
					117.27	10101016 42200	Operating Supplies			
					20.00	10101016 43100	Professional Services			
					1,290.92	10101016 42200	Operating Supplies			
					12.95	10101016 43100	Professional Services			
					12.95	10101016 43100	Professional Services			
					184.78	10101016 42200	Operating Supplies			
					26.01	10101016 42200	Operating Supplies			
					51.75	10101016 43100	Professional Services			
					396.34	10101016 42200	Operating Supplies			
					110.77	10101016 42200	Operating Supplies			
					41.75	10101016 42200	Operating Supplies			
					147.21	10101016 42200	Operating Supplies			
					164.01	10101016 42200	Operating Supplies			
					96.11	10101016 42200	Operating Supplies			
					28.98	10101016 42200	Operating Supplies			
					1,442.54	10101016 42200	Operating Supplies			
					36.00	10101016 42200	Operating Supplies			
					88.00	10101016 42200	Operating Supplies			
					35.00	10101016 43100	Professional Services			
					12.98	10101016 42200	Operating Supplies			
							CHECK	69242	TOTAL:	21,533.49
69243	12/19/2023	MANL	2452	Regions Bank	81302	1123CC-Admin	11/30/2023	22301094	1123CC	6,000.00
					3,000.00	10101017 42200	Operating Supplies			
					3,000.00	10101017 42200	Operating Supplies			
							CHECK	69243	TOTAL:	6,000.00
69244	12/19/2023	MANL	2452	Regions Bank	81303	1123CC-Admin	11/30/2023	22301095	1123CC	6,920.68
					6,920.68	10101017 43100	Professional Services			
							CHECK	69244	TOTAL:	6,920.68
69245	12/19/2023	MANL	2452	Regions Bank	81304	1123CC-Admin	11/30/2023	22301096	1123CC	995.07
					995.07	10101017 43100	Professional Services			

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 99900000 10100 APCash

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
						CHECK	69245 TOTAL:		995.07
69246	12/19/2023	MANL	2452 Regions Bank	81305	1123CC-Admin	11/30/2023	22301097	1123CC	250.00
				250.00	10101017 43100	Professional Services			
						CHECK	69246 TOTAL:		250.00
69247	12/19/2023	MANL	2452 Regions Bank	81205	1123CC-Fire	11/30/2023		1123CC	29,172.93
				1,218.81	10105013 43200	Comms And Transportation			
				192.20	10105015 42200	Operating Supplies			
				262.30	10105015 42200	Operating Supplies			
				310.92	10105011 43100	Professional Services			
				598.98	10105013 42200	Operating Supplies			
				292.98	10105013 42200	Operating Supplies			
				359.00	10105013 42200	Operating Supplies			
				4,673.63	10105013 42200	Operating Supplies			
				25.00	10105011 43200	Comms And Transportation			
				25.00	10105011 43200	Comms And Transportation			
				25.00	10105011 43200	Comms And Transportation			
				25.00	10105011 43200	Comms And Transportation			
				25.00	10105011 43200	Comms And Transportation			
				25.00	10105011 43200	Comms And Transportation			
				25.00	10105011 43200	Comms And Transportation			
				25.00	10105011 43200	Comms And Transportation			
				25.00	10105011 43200	Comms And Transportation			
				40.00	10105012 42200	Operating Supplies			
				25.00	10105011 43200	Comms And Transportation			
				14.99	10105015 42200	Operating Supplies			
				4,000.00	10105013 42200	Operating Supplies			
				1,290.47	10105012 42200	Operating Supplies			
				3,199.69	10105015 42200	Operating Supplies			
				11.94	10105011 42200	Operating Supplies			
				256.15	10105011 42200	Operating Supplies			
				29.99	10105011 43100	Professional Services			
				525.00	10105011 42200	Operating Supplies			
				33.78	10105011 42200	Operating Supplies			
				41.22	10105012 42200	Operating Supplies			
				476.73	10105012 42200	Operating Supplies			
				1,121.17	10105015 42200	Operating Supplies			
				1,649.90	10105015 42200	Operating Supplies			
				217.79	10105015 42200	Operating Supplies			
				793.85	10105015 42200	Operating Supplies			
				807.00	10105015 42200	Operating Supplies			
				399.98	10105015 42200	Operating Supplies			
				14.99	10105011 43100	Professional Services			
				142.63	10105011 42200	Operating Supplies			
				53.47	10105011 42200	Operating Supplies			
				4.00	10105011 43100	Professional Services			
				42.84	10105011 42200	Operating Supplies			
				40.74	10105011 42200	Operating Supplies			

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 99900000 10100 APCash

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
					46.66	10105011 42200	Operating Supplies			
					43.01	10105015 42200	Operating Supplies			
					17.42	10105015 42200	Operating Supplies			
					37.38	10105011 42200	Operating Supplies			
					21.45	10105011 42200	Operating Supplies			
					36.20	10105011 42200	Operating Supplies			
					20.16	10105011 42200	Operating Supplies			
					921.76	10105011 43100	Professional Services			
					55.35	10105015 42200	Operating Supplies			
					55.12	10105015 42200	Operating Supplies			
					95.20	10105011 42200	Operating Supplies			
					40.55	10105011 42200	Operating Supplies			
					220.75	10105011 42200	Operating Supplies			
					154.70	10105011 42200	Operating Supplies			
					95.25	10105011 42200	Operating Supplies			
					88.20	10105011 42200	Operating Supplies			
					84.15	10105011 42200	Operating Supplies			
					165.92	10105011 42200	Operating Supplies			
					55.50	10105011 42200	Operating Supplies			
					143.88	10105011 42200	Operating Supplies			
					84.06	10105011 42200	Operating Supplies			
					1,170.00	10105015 42200	Operating Supplies			
					824.00	10105015 42200	Operating Supplies			
					441.32	10105015 42200	Operating Supplies			
					40.96	10105013 42200	Operating Supplies			
					131.88	10105013 42200	Operating Supplies			
					-74.94	10105013 42200	Operating Supplies			
					133.46	10105013 42200	Operating Supplies			
					62.94	10105013 42200	Operating Supplies			
					131.88	10105013 42200	Operating Supplies			
					124.90	10105013 42200	Operating Supplies			
					73.56	10105013 42200	Operating Supplies			
					65.94	10105013 42200	Operating Supplies			
					127.23	10105013 42200	Operating Supplies			
					69.99	10103011 43100	Professional Services			
								CHECK 69247 TOTAL:		29,172.93
69248	12/19/2023	MANL	2452	Regions Bank	81206	1123CC-Fire	11/30/2023	22301210 1123CC		1,074.27
					75.00	10105011 42200	Operating Supplies			
					75.00	10105011 42200	Operating Supplies			
					75.61	10105011 42200	Operating Supplies			
					90.00	10105011 42200	Operating Supplies			
					58.96	10105011 42200	Operating Supplies			
					60.00	10105011 42200	Operating Supplies			
					63.02	10105011 42200	Operating Supplies			
					68.38	10105011 42200	Operating Supplies			
					105.00	10105011 42200	Operating Supplies			
					7.50	10105011 42200	Operating Supplies			
					70.30	10105011 42200	Operating Supplies			
					44.42	10105011 42200	Operating Supplies			

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 99900000 10100 APCash

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
					122.26	10105011 42200	Operating Supplies			
					12.74	10105011 42200	Operating Supplies			
					67.90	10105011 42200	Operating Supplies			
					78.18	10105011 42200	Operating Supplies			
							CHECK	69248 TOTAL:		1,074.27
69249	12/19/2023	MANL	2452	Regions Bank	80913	1123CC-DPW	11/30/2023	1123CC		25,285.07
					400.17	10109013 42200	Operating Supplies			
					464.00	10109012 42200	Operating Supplies			
					940.00	10109012 42200	Operating Supplies			
					1,160.81	10109012 42200	Operating Supplies			
					506.92	10109012 42200	Operating Supplies			
					959.90	10109012 42200	Operating Supplies			
					28.15	10109013 42200	Operating Supplies			
					1,161.13	10109012 43100	Professional Services			
					3,998.52	10109012 43100	Professional Services			
					1,878.16	10109012 43100	Professional Services			
					226.82	10109012 43100	Professional Services			
					2,266.99	10109012 43100	Professional Services			
					212.26	10109012 43100	Professional Services			
					203.53	10109012 43100	Professional Services			
					49.37	10109012 43100	Professional Services			
					1,086.75	20109011 42200	Operating Supplies			
					203.53	10109012 43100	Professional Services			
					156.35	10109012 42200	Operating Supplies			
					166.03	10109012 43100	Professional Services			
					166.03	10109012 43100	Professional Services			
					3,750.33	20109011 43100	Professional Services			
					107.00	10109012 42200	Operating Supplies			
					75.17	10109013 42200	Operating Supplies			
					195.00	10109012 43100	Professional Services			
					131.32	10109012 43100	Professional Services			
					1,537.38	60609014 42200	Operating Supplies			
					180.00	62609014 43200	Comms And Transportation			
					3,073.45	60609014 43500	Utility Services			
							CHECK	69249 TOTAL:		25,285.07
69250	12/19/2023	MANL	2452	Regions Bank	81006	1123CC-HealthDept	11/30/2023	1123CC		14,126.54
					128.00	21205058 42200	Operating Supplies			
					247.59	27055058 42200	Operating Supplies			
					688.00	21205058 43100	Professional Services			
					150.00	21205058 43200	Comms And Transportation			
					1,240.00	E 21223003 .Supp .	.			
						27155058 42200	Operating Supplies			
					1,591.01	21205058 42303	Small Tools and Equipment			
					.99	27055058 43100	Professional Services			
					5.00	27055058 43200	Comms And Transportation			

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 99900000 10100 APCash

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
					6.00	27055058 43100	Professional Services			
					262.00	E 21221005 .PROFSE. 27055058 43100	Professional Services			
					117.04	27055058 42200	Operating Supplies			
					-262.00	E 21221005 .PROFSE. 27055058 43100	Professional Services			
					843.72	21205058 43200	Comms And Transportation			
					840.86	21205058 42200	Operating Supplies			
					159.00	21205058 43200	Comms And Transportation			
					159.00	21205058 43200	Comms And Transportation			
					35.43	21205058 42200	Operating Supplies			
					147.64	10103011 42200	Operating Supplies			
					123.00	10103011 43100	Professional Services			
					496.00	10103011 42200	Operating Supplies			
					47.36	10103011 42200	Operating Supplies			
					20.46	10103011 42200	Operating Supplies			
					934.60	10103011 43100	Professional Services			
					130.69	10103011 42200	Operating Supplies			
					303.05	10103011 42200	Operating Supplies			
					68.21	10103011 42200	Operating Supplies			
					10.00	10103011 42200	Operating Supplies			
					163.64	10103011 42200	Operating Supplies			
					22.17	10103011 42200	Operating Supplies			
					109.12	10103011 42200	Operating Supplies			
					263.05	10103011 42200	Operating Supplies			
					42.79	21205058 42200	Operating Supplies			
					116.83	10103011 42200	Operating Supplies			
					171.54	10103011 42200	Operating Supplies			
					127.54	10103011 42200	Operating Supplies			
					26.96	10103011 42200	Operating Supplies			
					2,410.42	60603011 42200	Operating Supplies			
					1,417.20	10103011 42200	Operating Supplies			
					62.07	10103011 42200	Operating Supplies			
					32.00	10103011 42200	Operating Supplies			
					629.05	10103011 42200	Operating Supplies			
					39.51	10103011 42200	Operating Supplies			
							CHECK	69250 TOTAL:		14,126.54
69251	12/19/2023	MANL	2452	Regions Bank	81213	1123CC-IT	11/30/2023	1123CC		1,840.81
					1,219.80	10106050 43100	Professional Services			
					-1,219.80	10106050 43100	Professional Services			
					921.76	10106050 43200	Comms And Transportation			
					10.99	10106050 43100	Professional Services			
					491.67	10106050 43100	Professional Services			
					164.90	21205058 43100	Professional Services			
					64.17	10106050 43100	Professional Services			
					187.32	10106050 43100	Professional Services			
					-156.33	10106050 43100	Professional Services			

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 99900000 10100 APCash

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
					156.33	10106050 43100	Professional Services			
							CHECK	69251 TOTAL:		1,840.81
69252	12/19/2023	MANL	2452	Regions Bank	81214	1123CC-IT	11/30/2023	22301031	1123CC	6,229.68
					6,229.68	10106050 43100	Professional Services			
							CHECK	69252 TOTAL:		6,229.68
69253	12/19/2023	MANL	2452	Regions Bank	81215	1123CC-IT	11/30/2023	22301076	1123CC	4,868.33
					1,422.05	10106050 43100	Professional Services			
					119.90	10106050 43100	Professional Services			
					294.85	10106050 43100	Professional Services			
					124.90	10106050 43100	Professional Services			
					119.90	10106050 43100	Professional Services			
					289.85	10106050 43100	Professional Services			
					156.85	60606050 43100	Professional Services			
					398.30	10106050 43100	Professional Services			
					144.90	10106050 43100	Professional Services			
					210.00	10106050 43100	Professional Services			
					268.26	10106050 43100	Professional Services			
					119.90	10106050 43100	Professional Services			
					124.90	10106050 43100	Professional Services			
					43.52	10106050 43100	Professional Services			
					219.80	10106050 43100	Professional Services			
					84.90	10106050 43100	Professional Services			
					289.85	10106050 43100	Professional Services			
					148.85	10106050 43100	Professional Services			
					286.85	10106050 43100	Professional Services			
							CHECK	69253 TOTAL:		4,868.33
69254	12/19/2023	MANL	2452	Regions Bank	81173	1123CC-Fleet	11/30/2023		1123CC	7,543.57
					30.00	10106010 43100	Professional Services			
					245.00	20106010 43100	Professional Services			
					500.00	60606010 42200	Operating Supplies			
					1,050.00	10106010 43100	Professional Services			
					5.54	20106010 42200	Operating Supplies			
					4.52	10106010 43100	Professional Services			
					31.25	20106010 42200	Operating Supplies			
					5.96	10106010 43100	Professional Services			
					400.40	10106010 43100	Professional Services			
					4,205.10	20106010 42200	Operating Supplies			
					515.00	10106010 42200	Operating Supplies			
					6.18	20106010 43100	Professional Services			
					31.12	10106010 42200	Operating Supplies			
					127.50	10106010 42200	Operating Supplies			
					386.00	10106010 43100	Professional Services			

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 99900000 10100 APCash

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
								CHECK	69254 TOTAL:	7,543.57
69255	12/19/2023	MANL	2452	Regions Bank	81203	1123CC-Controller	11/30/2023		1123CC	6,412.26
					44.43	10101013 42200	Operating Supplies			
					12.69	10101017 42200	Operating Supplies			
					6.35	10102010 42200	Operating Supplies			
					23.30	10107010 43200	Comms And Transportation			
					966.00	10101013 42200	Operating Supplies			
					10.00	10101013 43200	Comms And Transportation			
					1,200.00	60601013 43200	Comms And Transportation			
					795.00	62601013 43200	Comms And Transportation			
					500.00	10101013 43200	Comms And Transportation			
					356.13	10101013 43200	Comms And Transportation			
					28.57	10101013 42200	Operating Supplies			
					242.79	10101013 43200	Comms And Transportation			
					1,100.00	10101013 43200	Comms And Transportation			
					1,035.00	10101013 43200	Comms And Transportation			
					92.00	10101013 43100	Professional Services			
								CHECK	69255 TOTAL:	6,412.26
69256	12/19/2023	MANL	2452	Regions Bank	81204	1123CC-Controller	11/30/2023	22201186	1123CC	761.96
					20.00	60601013 43200	Comms And Transportation			
					721.96	60601013 43200	Comms And Transportation			
					20.00	60601013 43200	Comms And Transportation			
								CHECK	69256 TOTAL:	761.96
69257	12/19/2023	MANL	2452	Regions Bank	81207	1123CC-Recreation	11/30/2023		1123CC	2,036.10
					-172.27	10107010 42200	Operating Supplies			
					-10.70	10107010 42200	Operating Supplies			
					515.00	10107010 43200	Comms And Transportation			
					-25.95	10107010 42200	Operating Supplies			
					-29.81	10107010 42200	Operating Supplies			
					-7.25	10107010 42200	Operating Supplies			
					45.00	10107010 43200	Comms And Transportation			
					-19.25	10107010 42200	Operating Supplies			
					30.00	10107010 43100	Professional Services			
					16.99	10107010 43100	Professional Services			
					800.00	10107010 43100	Professional Services			
					395.00	10107010 43200	Comms And Transportation			
					40.91	E 70023004 .Supp .	.			
						10107010 42200	Operating Supplies			
					24.92	E 70023004 .Supp .	.			
						10107010 42200	Operating Supplies			
					-31.37	E 70023004 .Supp .	.			

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 99900000 10100 APCash

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
						10107010 42200 Operating Supplies				
					12.50	E 70023004 .Supp . .				
						10107010 42200 Operating Supplies				
					48.58	E 70023004 .Supp . .				
						10107010 42200 Operating Supplies				
					14.98	E 70023004 .Supp . .				
						10107010 42200 Operating Supplies				
					71.99	E 70023004 .Supp . .				
						10107010 42200 Operating Supplies				
					70.00	10107010 43200 Comms And Transportation				
					221.21	E 70023004 .Supp . .				
						10107010 42200 Operating Supplies				
					25.62	E 70023004 .Supp . .				
						10107010 42200 Operating Supplies				
								CHECK	69257 TOTAL:	2,036.10
69258	12/19/2023	MANL	2452	Regions Bank	81208	1123CC-Recreation	11/30/2023	22301222	1123CC	4,405.78
					427.93	10107010 42200 Operating Supplies				
					107.25	10107010 42200 Operating Supplies				
					10.99	10107010 42200 Operating Supplies				
					105.94	10107010 42200 Operating Supplies				
					279.69	10107010 42200 Operating Supplies				
					223.26	10107010 42200 Operating Supplies				
					39.96	10107010 42200 Operating Supplies				
					21.97	10107010 42200 Operating Supplies				
					110.48	10107010 42200 Operating Supplies				
					148.00	10107010 42200 Operating Supplies				
					216.35	10107010 42200 Operating Supplies				
					71.08	10107010 42200 Operating Supplies				
					310.33	10107010 42200 Operating Supplies				
					64.00	10107010 42200 Operating Supplies				
					50.00	10107010 42200 Operating Supplies				
					162.54	10107010 42200 Operating Supplies				
					26.00	10107010 42200 Operating Supplies				
					132.00	10107010 42200 Operating Supplies				
					52.16	10107010 42200 Operating Supplies				
					276.05	10107010 42200 Operating Supplies				
					40.55	10107010 42200 Operating Supplies				
					364.28	10107010 42200 Operating Supplies				
					191.53	10107010 42200 Operating Supplies				
					43.57	10107010 42200 Operating Supplies				
					16.34	10107010 42200 Operating Supplies				
					169.95	10107010 42200 Operating Supplies				
					160.00	10107010 42200 Operating Supplies				

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 99900000 10100 APCash

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
					67.36	10107010 42200	Operating Supplies			
					123.11	10107010 42200	Operating Supplies			
					166.94	10107010 42200	Operating Supplies			
					38.99	10107010 42200	Operating Supplies			
					81.27	10107010 42200	Operating Supplies			
					89.86	10107010 42200	Operating Supplies			
					16.05	10107010 42200	Operating Supplies			
							CHECK	69258 TOTAL:		4,405.78
69259	12/19/2023	MANL	2452	Regions Bank	81209	1123CC-Planning	11/30/2023	1123CC		1,759.21
					295.00	10101014 43100	Professional Services			
					31.83	10101014 43100	Professional Services			
					12.18	10103012 42200	Operating Supplies			
					29.50	10103012 42200	Operating Supplies			
					24.68	10103012 42200	Operating Supplies			
					25.92	10103012 43300	Printing And Advertising			
					21.36	10103012 42200	Operating Supplies			
					-27.81	10103012 42200	Operating Supplies			
					43.59	10103012 42200	Operating Supplies			
					17.21	10103012 42200	Operating Supplies			
					126.00	10103012 43100	Professional Services			
					25.92	10103012 43300	Printing And Advertising			
					16.43	10103012 43300	Printing And Advertising			
					25.00	10103012 43200	Comms And Transportation			
					714.66	10103012 42200	Operating Supplies			
					-46.76	10103012 42200	Operating Supplies			
					24.64	10103012 43300	Printing And Advertising			
					25.67	10103012 43300	Printing And Advertising			
					27.72	10103012 43300	Printing And Advertising			
					27.72	10103012 43300	Printing And Advertising			
					341.07	10103012 42200	Operating Supplies			
					-22.32	10103012 42200	Operating Supplies			
							CHECK	69259 TOTAL:		1,759.21
69260	12/19/2023	MANL	2452	Regions Bank	81028	1123CC-Engineering	11/30/2023	1123CC		892.68
					180.00	62604010 43100	Professional Services			
					175.00	60604010 43100	Professional Services			
					80.00	60604010 43100	Professional Services			
					17.08	60604010 42200	Operating Supplies			
					19.24	60604010 42200	Operating Supplies			
					22.67	60604010 42200	Operating Supplies			
					106.99	60604010 42200	Operating Supplies			
					52.46	62604010 42200	Operating Supplies			
					32.03	62604010 42200	Operating Supplies			
					172.99	60604010 43100	Professional Services			
					34.22	20104010 42200	Operating Supplies			

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 99900000 10100 APCash

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
								CHECK	69260 TOTAL:	892.68
69261	12/19/2023	MANL	2452	Regions Bank	81202	1123CC-BSG	11/30/2023		1123CC	712.25
					90.00	10101012 42200	Operating Supplies			
					442.45	10101012 42200	Operating Supplies			
					179.80	10101012 43100	Professional Services			
								CHECK	69261 TOTAL:	712.25
69262	12/19/2023	MANL	2452	Regions Bank	81171	1123CC-Clerk	11/30/2023		1123CC	329.24
					28.84	10102010 43100	Professional Services			
					28.84	10102010 43100	Professional Services			
					28.84	10102010 43100	Professional Services			
					28.84	10102010 43100	Professional Services			
					39.05	10102010 43100	Professional Services			
					39.05	10102010 43100	Professional Services			
					39.05	10102010 43100	Professional Services			
					28.84	10102010 43100	Professional Services			
					28.84	10102010 43100	Professional Services			
					39.05	10102010 43100	Professional Services			
								CHECK	69262 TOTAL:	329.24
69263	12/19/2023	MANL	2452	Regions Bank	81172	1123CC-EconDev	11/30/2023		1123CC	77.78
					34.80	10101014 42200	Operating Supplies			
					42.98	10101014 42200	Operating Supplies			
								CHECK	69263 TOTAL:	77.78

NUMBER OF CHECKS 23 *** CASH ACCOUNT TOTAL *** 188,837.31

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	23	188,837.31

*** GRAND TOTAL *** 188,837.31

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 99900000 10108 FIB CIRDA Account

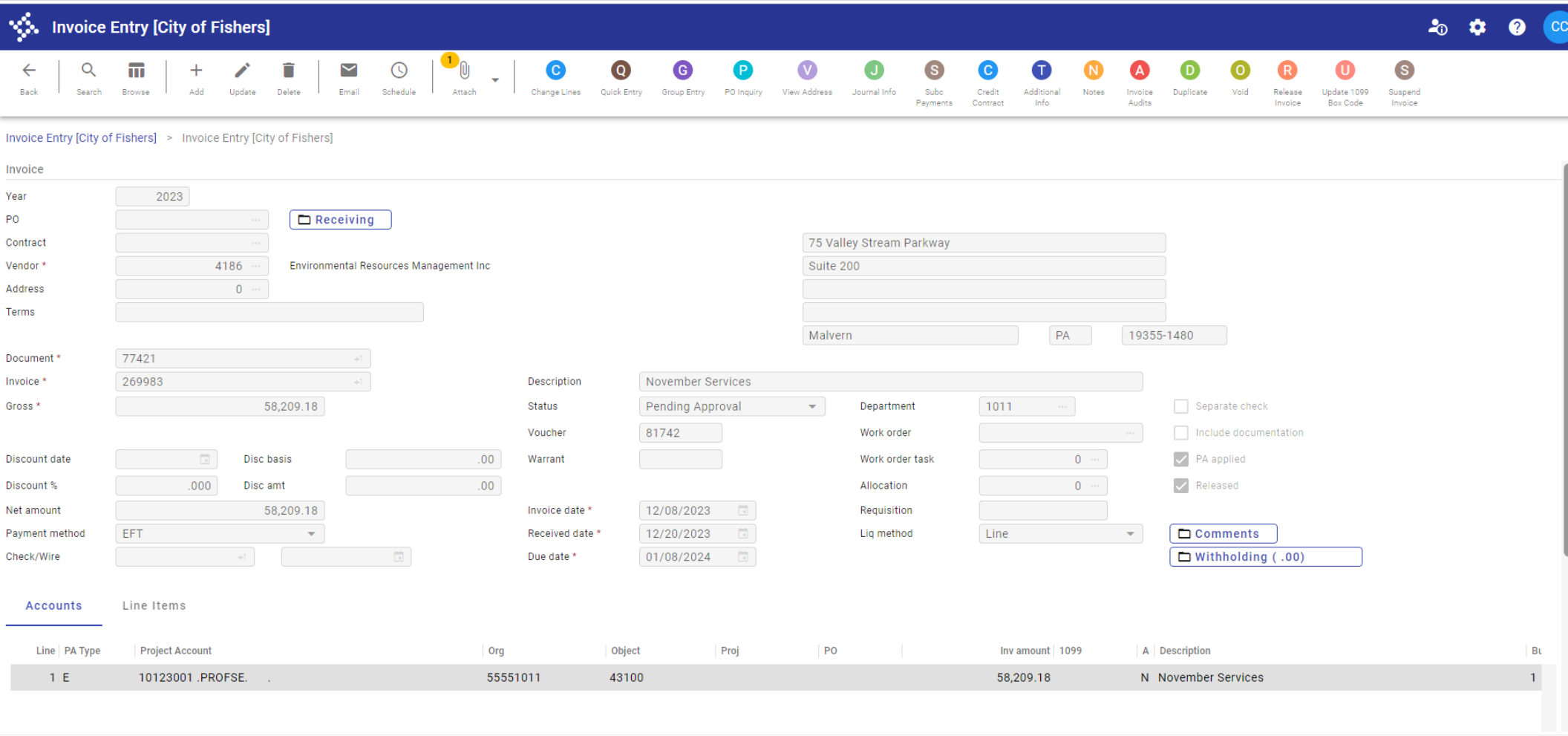
CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
69145	12/19/2023	EFT	4113	City of Carmel	81585	READI_004	12/15/2023		121923RD	17,917.50
					81586	READI_005	12/15/2023		121923RD	12,318.00
								CHECK	69145 TOTAL:	30,235.50
69146	12/19/2023	EFT	3664	Town of McCordsville	81584	READI_001	12/15/2023		121923RD	148,797.58
								CHECK	69146 TOTAL:	148,797.58
						NUMBER OF CHECKS 2		***	CASH ACCOUNT TOTAL ***	179,033.08

	COUNT	AMOUNT
TOTAL EFT'S	2	179,033.08

*** GRAND TOTAL *** 179,033.08

Vendor	Name	Remit	Warrant	Document	Invoice	Payment Method	PO	Contract	Invoice Amt	Voucher
442	Regions Bank	0	1223debt	75975	R903308	EFT			438,500.00	80102
442	Regions Bank	0	1223debt	75974	R881508	EFT			253,000.00	80101
442	Regions Bank	0	1223debt	77211	R864508	EFT			101,930.01	81516
442	Regions Bank	0	1223debt	75973	R855108	EFT			506,546.88	80100
442	Regions Bank	0	1223debt	75972	R811408	EFT			254,250.00	80099
442	Regions Bank	0	1223debt	75971	R781208	EFT			393,000.00	80098
442	Regions Bank	0	1223debt	75969	R781108	EFT			741,199.38	80096
442	Regions Bank	0	1223debt	75970	R771908	EFT			399,500.00	80097
442	Regions Bank	0	1223debt	75968	R736708	EFT			410,500.00	80095
442	Regions Bank	0	1223debt	75967	R442208	EFT			76,846.25	80094
442	Regions Bank	0	1223debt	75977	R1375508	EFT			697,000.00	80104
442	Regions Bank	0	1223debt	75976	R1107308	EFT			372,000.00	80103
698	The Bank Of New York	0	1223debt	76552	LSFISHTOWN11	EFT			153,500.00	80720
698	The Bank Of New York	0	1223debt	76550	LSFISHRDA12_1223	EFT			434,000.00	80718
442	Regions Bank	0	1223debt	75957	G067Z08_BI9001_1223	EFT			99,786.25	80084
442	Regions Bank	0	1223debt	75956	G067Z08_BI9000_1223	EFT			77,813.75	80083
442	Regions Bank	0	1223debt	75961	G067Z08_BI13799_1223	EFT			2,625,897.50	80088
442	Regions Bank	0	1223debt	75960	G067Z08_BI13795_1223	EFT			2,625,897.50	80087
442	Regions Bank	0	1223debt	75963	G067Z08_BI12748_1223	EFT			2,877,462.50	80090
442	Regions Bank	0	1223debt	75962	G067Z08_BI12670_1223	EFT			145,896.25	80089
442	Regions Bank	0	1223debt	75959	G067Z08_BI10085_1223	EFT			97,940.00	80086
2172	The Huntington	0	1223debt	75989	FISHRSSPF19B_1223	EFT			330,500.00	80116
2172	The Huntington	0	1223debt	76011	FISHRSINREF19	EFT			211,800.00	80138
698	The Bank Of New York	0	1223debt	76556	FISHGEN09 12/23	EFT			77,115.00	80725
698	The Bank Of New York	0	1223debt	76555	FISHGEISTRD 12/23	EFT			152,487.51	80724
2172	The Huntington	0	1223debt	75990	FISHERSRR21_1223	EFT			254,500.00	80117
2172	The Huntington	0	1223debt	75992	FISHERSRF20B_1223	EFT			861,500.00	80119
2172	The Huntington	0	1223debt	75991	FISHERSRF20A_1223	EFT			778,000.00	80118
2172	The Huntington	0	1223debt	76013	FISHERSPOL18	EFT			537,500.00	80140
2172	The Huntington	0	1223debt	76014	FISHERSNIC19_1223	EFT			499,500.00	80141
2172	The Huntington	0	1223debt	76012	FISHERSIN18_12/23	EFT			288,125.00	80139
2172	The Huntington	0	1223debt	75739	FISHERSG020A_1223	EFT			416,392.00	79803
2172	The Huntington	0	1223debt	76587	Fishers THBC2023AB	EFT			1,203,000.00	80759
2172	The Huntington	0	1223debt	76993	2019A SPF15 12/23 DS	EFT			469,957.50	81225
2172	The Huntington	0	1223debt	75737	2018CGO_1223	EFT			541,075.00	79801
698	The Bank Of New York	0	1223debt	76840	12/23 TIF Transfers	EFT			714,282.75	81051
2172	The Huntington	0	1223debt	76841	12/23 TIF Transfers	EFT			406,939.41	81052
442	Regions Bank	0	1223debt	76838	12/23 TIF	EFT			2,155,577.62	81049

$ 23,680,718.06


Invoice Entry [City of Fishers]
Back
Search
Browse
Add
Update
Delete
Email
Schedule
Attach
Change Lines
Quick Entry
Group Entry
PO Inquiry
View Address
Journal Info
Subc Payments
Credit Contract
Additional Info
Notes
Invoice Audits
Duplicate
Void
Release Invoice
Update 1099 Box Code
Suspend Invoice
Invoice Entry [City of Fishers] > Invoice Entry [City of Fishers]
Invoice
Year 2023
PO
Receiving
Contract
Vendor * 4186
Environmental Resources Management Inc
Address 0
Terms
75 Valley Stream Parkway
Suite 200
Malvern
PA
19355-1480
Document * 77421
Invoice * 269983
Gross * 58,209.18
Description November Services
Status Pending Approval
Voucher 81742
Warrant
Department 1011
Work order
Work order task 0
Allocation 0
Requisition
Liq method Line
Separate check
Include documentation
PA applied
Released
Comments
Withholding (.00)
Discount date
Disc basis .00
Discount % .000
Disc amt .00
Net amount 58,209.18
Payment method EFT
Check/Wire
Invoice date * 12/08/2023
Received date * 12/20/2023
Due date * 01/08/2024
Accounts
Line Items
Line PA Type Project Account Org Object Proj PO Inv amount 1099 A Description Bu
1 E 10123001 .PROFSE. . 55551011 43100 58,209.18 N November Services 1

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 122723H 12/19/2023
DUE DATE: 12/19/2023

CASH ACCOUNT: 99900000 10103 FIB Health/Flex Account

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2650	Community Health Netw	0000		EFT	01/14/2024	EHS-001308		77264	81572	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 70400000 43100		EHF	PROSERVICE		30,871.59				
							30,871.59			
						CHECK TOTAL	**30,871.59**			
3097	Southeastern Indiana	0000		EFT	12/19/2023	HOD 121923		77336	81649	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 70400000 43100		EHF	PROSERVICE		163.96				
							163.96			
						CHECK TOTAL	**163.96**			
2	**INVOICES**			**WARRANT TOTAL**		**31,035.55**	**31,035.55**			
				CASH ACCOUNT BALANCE			**-6,259,236.37**			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 122723 12/20/2023
DUE DATE: 12/20/2023

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
68	A&F Engineering Co LL	0000		EFT	01/13/2024	18261		77326	81639	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101014 43100		GenEcon	PROSERVICE			22,350.00			
							22,350.00			
						CHECK TOTAL	**22,350.00**			
316	AAA Exterminating Inc	0000	22300023	EFT	12/01/2023	119090-1. 1123		76732	80921	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 43100		GenPWBuild	PROSERVICE			1,515.00			
	2 60609014 43100		SewPWWater	PROSERVICE			190.00			
							1,705.00			
						CHECK TOTAL	**1,705.00**			
62	Accent Coatings LLC	0000	22301308	EFT	01/07/2024	3681		77049	81312	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 21205058 43100		CHD	PROSERVICE			3,450.00			
							3,450.00			
						CHECK TOTAL	**3,450.00**			
4389	Advanced Rescue Solut	0000		EFT	11/03/2023	1707		77102	81403	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105015 43200		GenSafeTr	COMMTRANS			600.00			
							600.00			
4389	Advanced Rescue Solut	0000		EFT	12/27/2023	1766		77103	81404	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105015 43200		GenSafeTr	COMMTRANS			1,800.00			
							1,800.00			
						CHECK TOTAL	**2,400.00**			
2826	AHEAD Inc	0000		EFT	01/17/2024	BD0095117		77296	81607	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106050 43100		GenIT	PROSERVICE			650.00			
							650.00			
						CHECK TOTAL	**650.00**			
1110	Allied-Ott Petroleum	0000		EFT	12/13/2023	7060		77140	81441	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106010 43100		GenFleet	PROSERVICE			125.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 122723 12/20/2023
DUE DATE: 12/20/2023

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							125.00			
						CHECK TOTAL	**125.00**			
808	Amazon.com LLC	0000		EFT	01/06/2024	1FNN-CMM4-WHXD		77013	81249	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105013 42200		GenLogist	OPERSUP			323.94			
							323.94			
808	Amazon.com LLC	0000		EFT	01/08/2024	1FVC-L7HL-K3MR		77077	81341	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 21205058 42200		CHD	OPERSUP			1,209.20			
							1,209.20			
808	Amazon.com LLC	0000		EFT	01/09/2024	1RKR-X9MD-NVKQ		77078	81342	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 21205058 42200		CHD	OPERSUP			390.43			
							390.43			
808	Amazon.com LLC	0000		EFT	01/09/2024	173F-RPCN-NPGG		77079	81343	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101013 42200		GenContr	OPERSUP			66.56			
							66.56			
808	Amazon.com LLC	0000		EFT	11/16/2023	1H7C-YL9T-4MJN_b		77088	81352	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 42200		GenPWBuild	OPERSUP			0.90			
							0.90			
808	Amazon.com LLC	0000	22300491	EFT	01/10/2024	1GDF-GNG3-VH3F		77124	81425	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106050 42200		GenIT	OPERSUP			27.98			
	2 21205058 42200		CHD	OPERSUP			344.35			
	3 10106050 42200		GenIT	OPERSUP			289.98			
	4 10106050 42200		GenIT	OPERSUP			416.50			
	5 10106050 42200		GenIT	OPERSUP			139.00			
							1,217.81			
808	Amazon.com LLC	0000		EFT	01/09/2024	1RKR-X9MD-PFNW		77136	81437	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10103012 42200		GenPZ	OPERSUP			182.25			
							182.25			
808	Amazon.com LLC	0000		EFT	12/28/2023	1PYV-P9PV-PDK3		77143	81444	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 42200		GenPWBuild	OPERSUP			28.94			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 122723 12/20/2023
DUE DATE: 12/20/2023

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							28.94			
808	Amazon.com LLC	0000		EFT	01/12/2024	1QPW-46GF-L7VP		77162	81463	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 21205058 42200		CHD	OPERSUP		365.00				
							365.00			
808	Amazon.com LLC	0000		EFT	01/11/2024	1XPN-3HXN-GPWW		77163	81464	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 21205058 42200		CHD	OPERSUP		30.66				
							30.66			
808	Amazon.com LLC	0000		EFT	01/05/2024	1H3P-11QW-MGDF		77177	81479	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10103011 42200		GenPI	OPERSUP		102.42				
							102.42			
808	Amazon.com LLC	0000		EFT	01/11/2024	1CWK-LWVF-FHPY		77178	81480	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10103011 42200		GenPI	OPERSUP		102.87				
							102.87			
808	Amazon.com LLC	0000		EFT	01/04/2024	1LHD-TQT1-JQ9F		77179	81481	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10103011 42200		GenPI	OPERSUP		-29.14				
							-29.14			
808	Amazon.com LLC	0000		EFT	01/05/2024	1MVM-9JV1-PWXH		77180	81482	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10103011 42200		GenPI	OPERSUP		-29.14				
							-29.14			
808	Amazon.com LLC	0000		EFT	01/08/2024	1MRM-X7HD-G41D		77190	81493	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10107010 42200		GenParks	OPERSUP		-55.56				
							-55.56			
808	Amazon.com LLC	0000		EFT	01/08/2024	1T9P-KMQG-GKTT		77191	81494	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10107010 42200		GenParks	OPERSUP		-7.99				
							-7.99			
808	Amazon.com LLC	0000	22301220	EFT	01/08/2024	1GJW-VHYW-HN74		77192	81495	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10107010 42200		GenParks	OPERSUP		337.27				
							337.27			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 122723 12/20/2023
DUE DATE: 12/20/2023

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000	22301220	EFT	01/08/2024	1GNR-M4DX-HWX9		77193	81496	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10107010 42200		GenParks	OPERSUP			81.24			
							81.24			
808	Amazon.com LLC	0000	22301220	EFT	01/12/2024	1PXN-YCVH-JXVY		77194	81497	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10107010 42200		GenParks	OPERSUP			17.45			
							17.45			
808	Amazon.com LLC	0000	22301220	EFT	01/05/2024	1RPG-H7HM-MPXF		77195	81498	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10107010 42200		GenParks	OPERSUP			35.97			
							35.97			
808	Amazon.com LLC	0000		EFT	01/13/2024	167K-7JHG-1DWY		77255	81563	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 21205058 42200		CHD	OPERSUP			95.16			
							95.16			
808	Amazon.com LLC	0000		EFT	01/14/2024	1474-4JQC-4PFP		77257	81565	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 21205058 42200		CHD	OPERSUP			817.87			
							817.87			
808	Amazon.com LLC	0000		EFT	01/10/2024	1QPW-46GF-1YV1		77261	81569	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101013 42200		GenContr	OPERSUP			34.88			
							34.88			
808	Amazon.com LLC	0000		EFT	01/12/2024	1KFQ-K1JV-NDV3		77310	81622	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105015 42200		GenSafeTr	OPERSUP			-145.04			
							-145.04			
808	Amazon.com LLC	0000		EFT	01/16/2024	1FNG-P36C-QC66		77314	81626	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105015 42200		GenSafeTr	OPERSUP			149.56			
							149.56			
808	Amazon.com LLC	0000	22301220	EFT	01/16/2024	1D94-7NMW-NJWN		77328	81641	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10107010 42200		GenParks	OPERSUP			120.09			
							120.09			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 122723 12/20/2023
DUE DATE: 12/20/2023

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000	22200856	EFT	12/31/2023	19DT-JPMR-M6P7		77363	81680	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101017 42200		GenFndCS	OPERSUP			68.95			
							68.95			
						CHECK TOTAL	**5,512.55**			
808	Amazon.com LLC	0000	22201233	EFT	01/13/2024	1PFW-C7CP-176L		77279	81587	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60604010 42200		SewEng	OPERSUP			18.47			
	2 62604010 42200		SWEng	OPERSUP			33.08			
							51.55			
						CHECK TOTAL	**51.55**			
808	Amazon.com LLC	0000	22201233	EFT	01/13/2024	11K3-J9H6-TRTV		77280	81588	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60604010 42200		SewEng	OPERSUP			16.68			
	2 62604010 42200		SWEng	OPERSUP			29.89			
							46.57			
						CHECK TOTAL	**46.57**			
808	Amazon.com LLC	0000	22201233	EFT	01/13/2024	1QGP-J6YW-TJCH		77281	81589	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60604010 42200		SewEng	OPERSUP			16.70			
	2 62604010 42200		SWEng	OPERSUP			29.93			
							46.63			
						CHECK TOTAL	**46.63**			
808	Amazon.com LLC	0000	22201233	EFT	01/12/2024	1QPW-46GF-QTP3		77282	81590	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60604010 42200		SewEng	OPERSUP			4.07			
	2 62604010 42200		SWEng	OPERSUP			7.30			
							11.37			
						CHECK TOTAL	**11.37**			
808	Amazon.com LLC	0000	22201233	EFT	01/14/2024	14NQ-1K31-4RP3		77287	81598	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60604010 42200		SewEng	OPERSUP			13.68			
	2 62604010 42200		SWEng	OPERSUP			24.51			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 122723 12/20/2023
DUE DATE: 12/20/2023

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							38.19			
						CHECK TOTAL	**38.19**			
228	American Eagle Equipm	0000		EFT	01/04/2024	12670		77091	81356	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10106010 42200		GenFleet	OPERSUP		283.00				
							283.00			
228	American Eagle Equipm	0000		EFT	01/04/2024	12665		77094	81359	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10106010 43100		GenFleet	PROSERVICE		1,700.00				
							1,700.00			
228	American Eagle Equipm	0000		EFT	01/04/2024	12667		77095	81360	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10106010 43100		GenFleet	PROSERVICE		240.00				
							240.00			
228	American Eagle Equipm	0000	22301217	EFT	01/04/2024	12669		77097	81379	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10106010 43100		GenFleet	PROSERVICE		2,345.71				
							2,345.71			
						CHECK TOTAL	**4,568.71**			
2476	American Legal Publis	0000		EFT	12/18/2023	30284		77380	81698	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10101011 43100		GenMayorOf	PROSERVICE		500.00				
							500.00			
						CHECK TOTAL	**500.00**			
36	American United Life	0000		INV	12/28/2023	20231101RW		77372	81689	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10101015 43100		GenHR	PROSERVICE		100.00				
							100.00			
						CHECK TOTAL	**100.00**			
2468	Andrew R Mork	0000	22300132	EFT	12/31/2023	1953		77154	81455	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10101016 43100		GenPR	PROSERVICE		1,500.00				
							1,500.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 122723 12/20/2023
DUE DATE: 12/20/2023

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2468	Andrew R Mork	0000	22301293	EFT	12/31/2023	1953A		77155	81456	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101016 43100		GenPR	PROSERVICE			3,000.00			
							3,000.00			
2468	Andrew R Mork	0000		EFT	01/12/2024	1962		77378	81696	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101016 43100		GenPR	PROSERVICE			1,500.00			
							1,500.00			
2468	Andrew R Mork	0000		EFT	12/09/2023	1940		77379	81697	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101016 43100		GenPR	PROSERVICE			1,500.00			
							1,500.00			
						CHECK TOTAL	**7,500.00**			
3101	Ashley Owens Monk	0000		EFT	01/15/2024	1052		77319	81632	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101014 43100		GenEcon	PROSERVICE			2,700.00			
							2,700.00			
						CHECK TOTAL	**2,700.00**			
700	AT&T Mobility II, LL	0000	22301093	EFT	12/07/2023	287282926527x112023		750082	81380	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106050 43100		GenIT	PROSERVICE			79.73			
							79.73			
						CHECK TOTAL	**79.73**			
700	AT&T Mobility II, LL	0000	22301093	EFT	12/06/2023	287299683950x111923		750092	81381	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106050 43100		GenIT	PROSERVICE			406.12			
							406.12			
						CHECK TOTAL	**406.12**			
700	AT&T Mobility II, LL	0000	22301093	EFT	12/07/2023	287282927199x112023		750102	81382	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106050 43100		GenIT	PROSERVICE			172.72			
							172.72			
						CHECK TOTAL	**172.72**			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 122723 12/20/2023
DUE DATE: 12/20/2023

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
700	AT&T Mobility II, LL	0000	22301093	EFT	12/02/2023	287283895228x111523		750112	81383	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10106050 43100		GenIT	PROSERVICE		2,821.16				
							2,821.16			
						CHECK TOTAL	**2,821.16**			
700	AT&T Mobility II, LL	0000	22301093	EFT	12/06/2023	287301827393x111923		750122	81384	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10106050 43100		GenIT	PROSERVICE		8,938.99				
							8,938.99			
						CHECK TOTAL	**8,938.99**			
700	AT&T Mobility II, LL	0000		EFT	12/06/2023	287303132695x111923		750132	81385	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 27155058 43100		HDVFC	PROSERVICE		62.48				
	2 21205058 43100		CHD	PROSERVICE		93.72				
							156.20			
						CHECK TOTAL	**156.20**			
700	AT&T Mobility II, LL	0000	22301093	EFT	12/07/2023	287282942898x112023		750142	81386	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10106050 43100		GenIT	PROSERVICE		219.95				
							219.95			
						CHECK TOTAL	**219.95**			
700	AT&T Mobility II, LL	0000	22301093	EFT	12/07/2023	287282745434x112023		750151	81387	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10106050 43100		GenIT	PROSERVICE		201.96				
							201.96			
						CHECK TOTAL	**201.96**			
700	AT&T Mobility II, LL	0000	22301093	EFT	12/06/2023	287288211554x111923		750161	81388	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10106050 43100		GenIT	PROSERVICE		6,213.12				
							6,213.12			
						CHECK TOTAL	**6,213.12**			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 122723 12/20/2023
DUE DATE: 12/20/2023

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
700	AT&T Mobility II, LL	0000	22301093	EFT	12/06/2023	287286291889x111923		750172	81389	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 62606050 43100		SWIT	PROSERVICE			4,122.61			
							4,122.61			
						CHECK TOTAL	**4,122.61**			
1144	Barnes & Thornburg, L	0000	22301305	EFT	11/21/2023	3181487		77359	81675	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101011 43101		GenMayorOf	LGLSVCS			4,342.38			
	2 60601011 43101		SewMayor	LGLSVCS			2,875.71			
	3 62601011 43101		SWMayor	LGLSVCS			496.91			
							7,715.00			
1144	Barnes & Thornburg, L	0000	22301305	EFT	12/11/2023	3189263		77370	81687	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101011 43101		GenMayorOf	LGLSVCS			4,690.23			
	2 60601011 43101		SewMayor	LGLSVCS			3,106.06			
	3 62601011 43101		SWMayor	LGLSVCS			536.71			
							8,333.00			
1144	Barnes & Thornburg, L	0000	22301305	EFT	12/15/2023	3189455		77374	81691	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101011 43101		GenMayorOf	LGLSVCS			1,688.55			
	2 60601011 43101		SewMayor	LGLSVCS			1,118.23			
	3 62601011 43101		SWMayor	LGLSVCS			193.22			
							3,000.00			
1144	Barnes & Thornburg, L	0000	22301305	EFT	12/15/2023	3189442		77375	81692	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101011 43101		GenMayorOf	LGLSVCS			1,688.54			
	2 60601011 43101		SewMayor	LGLSVCS			1,118.23			
	3 62601011 43101		SWMayor	LGLSVCS			193.23			
							3,000.00			
						CHECK TOTAL	**22,048.00**			
2460	Beaver Gravel Corpora	0000		EFT	01/03/2024	G1388144		77153	81454	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 43100		GenPWBuild	PROSERVICE			160.00			
							160.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 122723 12/20/2023
DUE DATE: 12/20/2023

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2460	Beaver Gravel Corpora	0000		EFT	12/30/2023	G1387967		77156	81457	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10109012 43100		GenPWBuild	PROSERVICE		1,260.00				
							1,260.00			
2460	Beaver Gravel Corpora	0000		EFT	01/03/2024	G1388152		77157	81458	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10109012 43100		GenPWBuild	PROSERVICE		420.00				
							420.00			
2460	Beaver Gravel Corpora	0000		EFT	12/29/2023	G1387729		77159	81460	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10109012 43100		GenPWBuild	PROSERVICE		160.00				
							160.00			
2460	Beaver Gravel Corpora	0000		EFT	12/27/2023	G1387575		77212	81517	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10109012 43100		GenPWBuild	PROSERVICE		210.00				
							210.00			
2460	Beaver Gravel Corpora	0000		EFT	12/27/2023	G1387568		77214	81520	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10109012 43100		GenPWBuild	PROSERVICE		160.00				
							160.00			
						CHECK TOTAL	**2,370.00**			
621	Best Way of Indiana I	0000	22301309	EFT	10/25/2023	093336		77199	81502	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10107010 43100		GenParks	PROSERVICE		3,015.00				
							3,015.00			
						CHECK TOTAL	**3,015.00**			
3663	Boone County Resource	0000		EFT	12/25/2023	39089		76704	80891	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10109012 43100		GenPWBuild	PROSERVICE		195.00				
							195.00			
						CHECK TOTAL	**195.00**			
725	Bose, McKinney & Evan	0000	22300751	EFT	12/05/2023	868047		77365	81682	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10101011 43100		GenMayorOf	PROSERVICE		2,615.58				
							2,615.58			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 122723 12/20/2023
DUE DATE: 12/20/2023

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	**2,615.58**			
373	Bound Tree Medical, L	0000		EFT	12/31/2023	85172383		77060	81323	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10105012 42200		GenEMS	OPERSUP		1,324.69				
	2 10105013 42200		GenLogist	OPERSUP		226.09				
							1,550.78			
373	Bound Tree Medical, L	0000		EFT	01/05/2024	85176680		77106	81407	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10105013 42200		GenLogist	OPERSUP		1,859.34				
							1,859.34			
						CHECK TOTAL	**3,410.12**			
4038	Brain Performance LLC	0000		EFT	12/31/2023	1367		77045	81308	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10105011 43100		GenFireAdm	PROSERVICE		875.00				
							875.00			
4038	Brain Performance LLC	0000		EFT	01/14/2024	1373		77270	81578	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10105011 43100		GenFireAdm	PROSERVICE		250.00				
							250.00			
						CHECK TOTAL	**1,125.00**			
567	Buckeye Power Sales C	0000	22300651	EFT	01/12/2024	PSV352929		77246	81553	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 60609014 43100		SewPWWater	PROSERVICE		250.00				
							250.00			
567	Buckeye Power Sales C	0000	22300651	EFT	01/12/2024	PSV352931		77247	81554	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 60609014 43100		SewPWWater	PROSERVICE		330.00				
							330.00			
567	Buckeye Power Sales C	0000	22300651	EFT	01/12/2024	PSV352932		77248	81555	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 60609014 43100		SewPWWater	PROSERVICE		200.00				
							200.00			
567	Buckeye Power Sales C	0000	22300651	EFT	01/12/2024	PSV352934		77249	81556	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 60609014 43100		SewPWWater	PROSERVICE		190.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 122723 12/20/2023
DUE DATE: 12/20/2023

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							190.00			
567	Buckeye Power Sales C	0000	22300651	EFT	01/12/2024	PSV352935		77251	81559	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 60609014 43100		SewPWWaterPROSERVICE			170.00				
							170.00			
567	Buckeye Power Sales C	0000	22300651	EFT	01/12/2024	PSV352936		77252	81560	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 60609014 43100		SewPWWaterPROSERVICE			170.00				
							170.00			
567	Buckeye Power Sales C	0000	22300651	EFT	01/13/2024	PSV353056		77253	81561	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 60609014 43100		SewPWWaterPROSERVICE			200.00				
							200.00			
567	Buckeye Power Sales C	0000	22300651	EFT	01/13/2024	PSV353059		77254	81562	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 60609014 43100		SewPWWaterPROSERVICE			200.00				
							200.00			
567	Buckeye Power Sales C	0000	22300651	EFT	01/13/2024	PSV353060		77258	81566	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 60609014 43100		SewPWWaterPROSERVICE			170.00				
							170.00			
567	Buckeye Power Sales C	0000	22300651	EFT	01/13/2024	PSV353062		77260	81568	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 60609014 43100		SewPWWaterPROSERVICE			210.00				
							210.00			
567	Buckeye Power Sales C	0000	22301200	EFT	12/17/2023	PSV349816		77303	81615	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 60609014 43100		SewPWWaterPROSERVICE			325.00				
	2 60609014 42200		SewPWWaterOPERSUP			2,985.19				
							3,310.19			
						CHECK TOTAL	**5,400.19**			
3796	Business Furniture	0000	22301002	EFT	01/07/2024	509210		77057	81320	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10105012 42200		GenEMS	OPERSUP		1,164.56				
							1,164.56			
						CHECK TOTAL	**1,164.56**			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 122723 12/20/2023
DUE DATE: 12/20/2023

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
4319	C&T Design and Equipm	0000	22301326	EFT	12/10/2023	42-0007-01		77429	81752	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105011 44400		GenFireAdm	IMPROTHBUI			17,398.20			
							17,398.20			
						CHECK TOTAL	**17,398.20**			
703	CDW Government, Inc.	0000	22300866	EFT	01/12/2024	NP25532		77224	81530	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106050 42200		GenIT	OPERSUP			2,502.93			
							2,502.93			
						CHECK TOTAL	**2,502.93**			
1734	Certified Consultants	0000	22300843	EFT	12/30/2023	1096		76722	80911	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109013 43100		GenPWParks	PROSERVICE			1,690.00			
							1,690.00			
						CHECK TOTAL	**1,690.00**			
714	Cintas Corporation No	0000		EFT	01/11/2024	5187721836		77120	81421	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106010 42200		GenFleet	OPERSUP			119.69			
							119.69			
714	Cintas Corporation No	0000		EFT	01/08/2024	4176491299		77122	81423	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106010 43100		GenFleet	PROSERVICE			80.23			
							80.23			
714	Cintas Corporation No	0000		EFT	09/28/2023	5173206225		77141	81442	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 42200		GenPWBuild	OPERSUP			476.88			
							476.88			
714	Cintas Corporation No	0000		EFT	10/27/2023	5177154203		77142	81443	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 42200		GenPWBuild	OPERSUP			448.43			
							448.43			
714	Cintas Corporation No	0000		EFT	12/27/2023	5185538485		77145	81446	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 42200		GenPWBuild	OPERSUP			215.74			
							215.74			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 122723 12/20/2023
DUE DATE: 12/20/2023

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
714	Cintas Corporation No	0000		EFT	12/30/2023	5186171676		77147	81448	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 42200		GenPWBuild	OPERSUP			71.80			
							71.80			
714	Cintas Corporation No	0000		EFT	12/29/2023	4175505988		77160	81461	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 43100		GenPWBuild	PROSERVICE			99.32			
							99.32			
714	Cintas Corporation No	0000		EFT	12/29/2023	4175505990		77164	81465	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 43100		GenPWBuild	PROSERVICE			98.05			
							98.05			
714	Cintas Corporation No	0000		EFT	12/29/2023	4175506032		77165	81466	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 43100		GenPWBuild	PROSERVICE			41.48			
							41.48			
714	Cintas Corporation No	0000		EFT	12/29/2023	4175506043		77167	81468	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 43100		GenPWBuild	PROSERVICE			55.44			
							55.44			
714	Cintas Corporation No	0000		EFT	12/31/2023	4175758338		77169	81469	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 43100		GenPWBuild	PROSERVICE			88.49			
							88.49			
714	Cintas Corporation No	0000		EFT	01/05/2024	4176210671		77170	81470	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 43100		GenPWBuild	PROSERVICE			41.48			
							41.48			
714	Cintas Corporation No	0000		EFT	01/05/2024	4176210734		77171	81471	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 43100		GenPWBuild	PROSERVICE			55.44			
							55.44			
714	Cintas Corporation No	0000		EFT	01/05/2024	4176210697		77172	81472	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 43100		GenPWBuild	PROSERVICE			98.05			
							98.05			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 122723 12/20/2023
DUE DATE: 12/20/2023

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
714	Cintas Corporation No	0000		EFT	01/05/2024	4176210695		77173	81473	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10109012 43100		GenPWBuild	PROSERVICE		99.32				
							99.32			
714	Cintas Corporation No	0000		EFT	01/07/2024	4176491308		77174	81474	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10109012 43100		GenPWBuild	PROSERVICE		88.49				
							88.49			
714	Cintas Corporation No	0000		EFT	12/29/2023	4175504489		77289	81599	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10109012 43100		GenPWBuild	PROSERVICE		50.46				
							50.46			
714	Cintas Corporation No	0000		EFT	12/29/2023	4175505985		77290		
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10109012 43100		GenPWBuild	PROSERVICE		41.37				
							41.37			
714	Cintas Corporation No	0000		EFT	01/15/2024	4177181729		77308	81620	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10106010 43100		GenFleet	PROSERVICE		80.23				
							80.23			
						CHECK TOTAL	**2,350.39**			
1048	Clark Dietz, Inc	0000	22101211	EFT	01/05/2024	439431		77168	81467	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 60609014 44200		SewPWWaterINFRSTR			4,875.00				
							4,875.00			
1048	Clark Dietz, Inc	0000	22101211	EFT	12/08/2023	439149		77183	81485	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 60609014 44200		SewPWWaterINFRSTR			2,057.90				
	2 60609014 44500		SewPWWaterMACHEQPT			300.00				
	3 60609014 44500		SewPWWaterMACHEQPT			1,713.86				
							4,071.76			
						CHECK TOTAL	**8,946.76**			
2791	Co-Alliance Cooperati	0000	22301256	EFT	01/25/2024	566014776		77089	81353	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 20106010 42221		MVHFleet	FUEL		2,642.16				
							2,642.16			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 122723 12/20/2023
DUE DATE: 12/20/2023

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2791	Co-Alliance Cooperati	0000	22301255	EFT	01/25/2024	506009333		77146	81447	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106010 42221		GenFleet	FUEL			21,109.44			
							21,109.44			
2791	Co-Alliance Cooperati	0000	22301256	EFT	01/25/2024	566014907		77213	81518	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20106010 42221		MVHFleet	FUEL			3,783.17			
							3,783.17			
						CHECK TOTAL	**27,534.77**			
2650	Community Health Netw	0000	22300269	EFT	12/30/2023	FIN-007025		77080	81344	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 21205058 43100		CHD	PROSERVICE			4,166.67			
							4,166.67			
						CHECK TOTAL	**4,166.67**			
2485	Crown Castle Internat	0000	22300925	EFT	12/30/2023	1460709		77125	81426	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106050 43100		GenIT	PROSERVICE			5,576.42			
	2 60606050 43100		SewIT	PROSERVICE			1,045.57			
	3 62606050 43100		SWIT	PROSERVICE			348.53			
							6,970.52			
						CHECK TOTAL	**6,970.52**			
2083	Cummins Inc	0000		EFT	12/07/2023	N8-87226		77082	81345	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60606010 43100		SewFleet	PROSERVICE			775.46			
							775.46			
						CHECK TOTAL	**775.46**			
2645	CureMD.com, Inc	0000		EFT	12/31/2023	500144954		77133	81434	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101012 43100		GenBSG	PROSERVICE			984.00			
							984.00			
						CHECK TOTAL	**984.00**			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 122723 12/20/2023
DUE DATE: 12/20/2023

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2435	CVK LLC	0000		EFT	01/01/2024	1/24 Rent		77064	81327	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 47140000 43700		FishersI69	RENTALS			36,758.05			
							36,758.05			
						CHECK TOTAL	**36,758.05**			
952	Dive Rescue Internati	0000		EFT	01/05/2024	INV194186		77058	81321	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105013 42200		GenLogist	OPERSUP			118.12			
							118.12			
						CHECK TOTAL	**118.12**			
2038	Do-Si Squares Square	0000		EFT	09/29/2023	08/23S(2)		77202	81505	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 27807010 43100		CPP	PROSERVICE			137.20			
							137.20			
						CHECK TOTAL	**137.20**			
1018	Donley & Associates I	0000	22300998	EFT	01/07/2024	63574		77104	81405	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105015 42231		GenSafeTr	UNIFORMS			1,116.15			
							1,116.15			
						CHECK TOTAL	**1,116.15**			
1047	Donohue & Associates	0000	22300294	EFT	01/28/2024	14366-01		77161	81462	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 43100		SewPWWater	PROSERVICE			7,021.38			
							7,021.38			
						CHECK TOTAL	**7,021.38**			
3720	DOXIM UTILITEC LLC	0000		EFT	12/30/2023	INV022342		760601	81476	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101016 43100		GenPR	PROSERVICE			1.80			
	2 60601013 43100		SewContr	PROSERVICE			1,776.60			
							1,778.40			
3720	DOXIM UTILITEC LLC	0000	22301307	EFT	12/13/2023	1123P		77176	81478	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60601013 43100		SewContr	PROSERVICE			816.24			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 122723 12/20/2023
DUE DATE: 12/20/2023

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							816.24			
						CHECK TOTAL	**2,594.64**			
915	Driessen Water Inc	0000		EFT	12/22/2023	55010569-11302023		77428	81751	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10109012 43100		GenPWBuild	PROSERVICE		851.27				
							851.27			
						CHECK TOTAL	**851.27**			
1186	Elwood Fire Equipment	0000		EFT	11/18/2023	72765		76085	80225	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10109012 43100		GenPWBuild	PROSERVICE		78.00				
							78.00			
						CHECK TOTAL	**78.00**			
1028	Environmental Laborat	0000		EFT	12/03/2023	20389288		76086	80226	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10109012 43100		GenPWBuild	PROSERVICE		105.00				
							105.00			
1028	Environmental Laborat	0000		EFT	11/25/2023	20388975		76702	80889	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10109013 43100		GenPWParks	PROSERVICE		35.00				
							35.00			
1028	Environmental Laborat	0000		EFT	01/06/2024	20390788		77215	81521	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10109012 43100		GenPWBuild	PROSERVICE		105.00				
							105.00			
						CHECK TOTAL	**245.00**			
415	ERMCO Inc	0000		EFT	06/10/2023	28006		77052	81315	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10107010 43100		GenParks	PROSERVICE		1,980.00				
							1,980.00			
						CHECK TOTAL	**1,980.00**			
2040	Evapar	0000	22300957	EFT	11/12/2023	IN0596452		77208	81512	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10109012 43100		GenPWBuild	PROSERVICE		1,598.14				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 122723 12/20/2023
DUE DATE: 12/20/2023

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							1,598.14			
						CHECK TOTAL	**1,598.14**			
514	EWT Holdings III Corp	0000	22300656	EFT	01/10/2024	906226132		77096	81361	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 60609014 42200		SewPWWater	OPERSUP		4,214.06				
							4,214.06			
						CHECK TOTAL	**4,214.06**			
3007	FireService Managemen	0000	22301224	EFT	01/05/2024	28696		77185	81487	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10105015 43100		GenSafeTr	PROSERVICE		888.61				
							888.61			
						CHECK TOTAL	**888.61**			
1196	Frey Water Conditioni	0000		EFT	11/29/2023	103318765		76087	80227	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10109012 43100		GenPWBuild	PROSERVICE		247.98				
							247.98			
1196	Frey Water Conditioni	0000		EFT	11/29/2023	103319514		76088	80228	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10109012 43100		GenPWBuild	PROSERVICE		247.98				
							247.98			
1196	Frey Water Conditioni	0000		EFT	11/03/2023	102929244		76736	80925	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10109012 42200		GenPWBuild	OPERSUP		129.85				
							129.85			
1196	Frey Water Conditioni	0000		EFT	12/06/2023	103761096		76991	81223	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 21205058 43100		CHD	PROSERVICE		25.05				
							25.05			
1196	Frey Water Conditioni	0000		EFT	01/05/2024	103251722		77014	81250	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10105013 42200		GenLogist	OPERSUP		113.87				
							113.87			
1196	Frey Water Conditioni	0000		EFT	01/05/2024	103252828		77015	81251	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10105013 42200		GenLogist	OPERSUP		49.95				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 122723 12/20/2023
DUE DATE: 12/20/2023

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							49.95			
1196	Frey Water Conditioni	0000		EFT	01/05/2024	103253235		77016	81252	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105013 42200		GenLogist	OPERSUP			57.94			
							57.94			
1196	Frey Water Conditioni	0000		EFT	01/05/2024	103254906		77017	81253	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105013 42200		GenLogist	OPERSUP			73.92			
							73.92			
1196	Frey Water Conditioni	0000		EFT	11/20/2023	103587225		77018	81254	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105013 42200		GenLogist	OPERSUP			153.82			
							153.82			
1196	Frey Water Conditioni	0000		EFT	12/06/2023	103760200		77019	81255	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105013 43100		GenLogist	PROSERVICE			10.00			
							10.00			
1196	Frey Water Conditioni	0000		EFT	12/06/2023	103760462		77020	81256	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105013 42200		GenLogist	OPERSUP			57.94			
							57.94			
1196	Frey Water Conditioni	0000		EFT	01/05/2024	103252342		77239	81545	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109013 42200		GenPWParks	OPERSUP			65.93			
							65.93			
1196	Frey Water Conditioni	0000		EFT	01/05/2024	103256832		77240	81546	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109013 42200		GenPWParks	OPERSUP			17.99			
							17.99			
1196	Frey Water Conditioni	0000		EFT	12/06/2023	103618661		77367	81684	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101016 43100		GenPR	PROSERVICE			8.35			
							8.35			
						CHECK TOTAL	**1,260.57**			
3749	Froggy's Fog LLC	0000	22301214	EFT	12/28/2023	2311177705		77032	81268	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105015 42200		GenSafeTr	OPERSUP			3,599.98			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 122723 12/20/2023
DUE DATE: 12/20/2023

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							3,599.98			
						CHECK TOTAL	**3,599.98**			
1326	GW Berkheimer Co., I	0000		EFT	01/10/2024	7537251		77413	81734	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10109012 42200		GenPWBuild	OPERSUP		45.81				
							45.81			
						CHECK TOTAL	**45.81**			
4301	GuidePoint Security L	0000	22301219	EFT	01/03/2024	INV073879		77126	81427	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10106050 43100		GenIT	PROSERVICE		18,055.52				
							18,055.52			
						CHECK TOTAL	**18,055.52**			
3435	Gurney J Bush Inc	0000		EFT	12/09/2023	55814		76146	80287	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10109013 43100		GenPWParks	PROSERVICE		225.00				
							225.00			
3435	Gurney J Bush Inc	0000		EFT	12/09/2023	55815		76151	80292	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10109013 43100		GenPWParks	PROSERVICE		250.00				
							250.00			
3435	Gurney J Bush Inc	0000		EFT	12/09/2023	55816		76153	80294	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10109013 43100		GenPWParks	PROSERVICE		250.00				
							250.00			
3435	Gurney J Bush Inc	0000		EFT	12/09/2023	55817		76155	80296	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10109013 43100		GenPWParks	PROSERVICE		225.00				
							225.00			
						CHECK TOTAL	**950.00**			
1434	H&H Industries, Inc	0000		EFT	11/30/2023	843860		75189	79144	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	2 10109013 42200		GenPWParks	OPERSUP		1,059.60				
							1,059.60			
						CHECK TOTAL	**1,059.60**			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 122723 12/20/2023
DUE DATE: 12/20/2023

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
3718	HD Supply Inc	0000	22201263	EFT	12/03/2023	INV00186652		77070	81333	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 42200		SewPWWaterOPERSUP				1,024.69			
							1,024.69			
3718	HD Supply Inc	0000	22201263	EFT	12/03/2023	INV00186683		77071	81334	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 42200		SewPWWaterOPERSUP				1,765.44			
							1,765.44			
3718	HD Supply Inc	0000	22301286	EFT	01/04/2024	INV00212978		77189	81492	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 42200		SewPWWaterOPERSUP				10,683.77			
							10,683.77			
3718	HD Supply Inc	0000	22301286	EFT	12/03/2023	INV00186459		77217	81522	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 42200		SewPWWaterOPERSUP				1,223.93			
							1,223.93			
3718	HD Supply Inc	0000	22301286	EFT	12/07/2023	INV00188576		77220	81526	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 42200		SewPWWaterOPERSUP				187.90			
							187.90			
3718	HD Supply Inc	0000	22301286	EFT	12/13/2023	INV00194140		77222	81528	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 42200		SewPWWaterOPERSUP				132.99			
							132.99			
3718	HD Supply Inc	0000	22301286	EFT	12/14/2023	INV00195367		77225	81531	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 42200		SewPWWaterOPERSUP				254.17			
							254.17			
3718	HD Supply Inc	0000		EFT	12/14/2023	INV00196723		77266	81574	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 42200		SewPWWaterOPERSUP				970.17			
							970.17			
3718	HD Supply Inc	0000		EFT	12/14/2023	INV00197100		77267	81575	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 42200		SewPWWaterOPERSUP				180.21			
							180.21			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 122723 12/20/2023
DUE DATE: 12/20/2023

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
3718	HD Supply Inc	0000		EFT	12/16/2023	INV00199158		77268	81576	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 42200		SewPWWaterOPERSUP				350.00			
							350.00			
3718	HD Supply Inc	0000		EFT	12/21/2023	INV00203270		77269	81577	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 42200		SewPWWaterOPERSUP				247.44			
							247.44			
3718	HD Supply Inc	0000		EFT	12/21/2023	INV00203417		77271	81579	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 42200		SewPWWaterOPERSUP				266.60			
							266.60			
3718	HD Supply Inc	0000		EFT	12/21/2023	INV00203433		77272	81580	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 42200		SewPWWaterOPERSUP				263.96			
							263.96			
3718	HD Supply Inc	0000		EFT	12/21/2023	INV00203487		77273	81581	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 42200		SewPWWaterOPERSUP				237.97			
							237.97			
3718	HD Supply Inc	0000		EFT	01/04/2024	INV00212787		77283	81591	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 42200		SewPWWaterOPERSUP				263.85			
							263.85			
3718	HD Supply Inc	0000		EFT	01/04/2024	INV00212801		77284	81592	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 42200		SewPWWaterOPERSUP				251.55			
							251.55			
3718	HD Supply Inc	0000		EFT	01/12/2024	INV00220704		77286	81594	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 42200		SewPWWaterOPERSUP				74.59			
							74.59			
3718	HD Supply Inc	0000	22301286	EFT	01/06/2024	INV00215243		77288	81596	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 42200		SewPWWaterOPERSUP				158.98			
	2 62609014 42200		SWPWWater OPERSUP				94.24			
							253.22			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 122723 12/20/2023
DUE DATE: 12/20/2023

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
3718	HD Supply Inc	0000		EFT	01/13/2024	INV00221889		77294	81604	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 42200		SewPWWaterOPERSUP				553.37			
							553.37			
3718	HD Supply Inc	0000	22301286	EFT	01/13/2024	INV00221856		77295	81605	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 42200		SewPWWaterOPERSUP				944.76			
							944.76			
						CHECK TOTAL	**20,130.58**			
3361	Heritage Landscape Su	0000		EFT	01/11/2024	0013553263-001		77325	81638	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 42200		GenPWBuild OPERSUP				677.22			
							677.22			
3361	Heritage Landscape Su	0000		EFT	01/19/2024	0013025107-001		77386	81704	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 42200		GenPWBuild OPERSUP				99.00			
							99.00			
3361	Heritage Landscape Su	0000		EFT	01/13/2024	0013584550-001		77391	81709	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 42200		GenPWBuild OPERSUP				67.03			
							67.03			
						CHECK TOTAL	**843.25**			
1412	Hoosier Fire Equipmen	0000		EFT	12/18/2023	118101		77025	81261	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105015 42200		GenSafeTr OPERSUP				123.05			
							123.05			
1412	Hoosier Fire Equipmen	0000		EFT	12/14/2023	118031		77026	81262	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105015 42200		GenSafeTr OPERSUP				307.50			
							307.50			
1412	Hoosier Fire Equipmen	0000	22201149	EFT	12/21/2023	118109		77072	81335	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105015 42231		GenSafeTr UNIFORMS				554.00			
							554.00			
						CHECK TOTAL	**984.55**			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 122723 12/20/2023
DUE DATE: 12/20/2023

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
708	Hoosier Portable Rest	0000	22301311	EFT	11/01/2023	67792		77201	81504	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10107010 43100		GenParks	PROSERVICE			2,005.00			
							2,005.00			
						CHECK TOTAL	**2,005.00**			
3084	Houselight Ventures L	0000		EFT	12/31/2023	1108		77075	81338	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10107010 43100		GenParks	PROSERVICE			1,085.00			
							1,085.00			
3084	Houselight Ventures L	0000	22301317	EFT	08/18/2023	1090		77315	81627	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10107010 43100		GenParks	PROSERVICE			16,250.00			
							16,250.00			
						CHECK TOTAL	**17,335.00**			
1543	Indiana Oxygen Compan	0000		EFT	12/30/2023	10290213		77061	81324	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105012 43100		GenEMS	PROSERVICE			178.80			
							178.80			
1543	Indiana Oxygen Compan	0000		EFT	12/30/2023	10290181		77081	81346	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 42200		SewPWWaterOPERSUP				44.40			
							44.40			
1543	Indiana Oxygen Compan	0000		EFT	12/30/2023	10288216		77218	81524	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 43100		GenPWBuild	PROSERVICE			85.80			
							85.80			
						CHECK TOTAL	**309.00**			
2399	Indiana Testing Inc	0000		EFT	01/07/2024	93982		77076	81340	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106010 43100		GenFleet	PROSERVICE			95.00			
							95.00			
2399	Indiana Testing Inc	0000		EFT	01/14/2024	95599		77348	81663	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 43100		GenPWBuild	PROSERVICE			105.00			
							105.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 122723 12/20/2023
DUE DATE: 12/20/2023

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2399	Indiana Testing Inc	0000		EFT	01/07/2024	93984		77349	81664	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 43100		GenPWBuild	PROSERVICE			510.00			
							510.00			
2399	Indiana Testing Inc	0000		EFT	01/07/2024	93983		77350	81666	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 43100		GenPWBuild	PROSERVICE			130.00			
							130.00			
						CHECK TOTAL	**840.00**			
793	Indiana Underground P	0000		EFT	01/06/2024	111163		77181	81483	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 62603011 43100		SWPI	PROSERVICE			1,952.25			
							1,952.25			
						CHECK TOTAL	**1,952.25**			
2025	Indianapolis Interpre	0000		EFT	12/31/2023	48773		77245	81552	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10103012 43100		GenPZ	PROSERVICE			120.00			
							120.00			
						CHECK TOTAL	**120.00**			
2104	Innovative Edit Inc	0000	22201291	EFT	12/31/2023	2023419		77416	81737	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101016 42200		GenPR	OPERSUP			2,800.00			
	2 10101016 43100		GenPR	PROSERVICE			4,200.00			
	3 10101016 43100		GenPR	PROSERVICE			2,410.03			
	4 60601016 43100		SewPR	PROSERVICE			527.91			
	5 62601016 43100		SWPR	PROSERVICE			527.91			
	6 10101011 43100		GenMayorOf	PROSERVICE			0.00			
							10,465.85			
						CHECK TOTAL	**10,465.85**			
733	Innovative Integratio	0000		EFT	12/31/2023	42345		77229	81535	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106050 43100		GenIT	PROSERVICE			175.00			
							175.00			
						CHECK TOTAL	**175.00**			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 122723 12/20/2023
DUE DATE: 12/20/2023

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1820	Intellicorp Records,	0000		EFT	12/30/2023	1447833		77364	81681	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101015 43100		GenHR	PROSERVICE			850.15			
							850.15			
						CHECK TOTAL	**850.15**			
1823	Irving Materials, Inc	0000		EFT	12/01/2023	71281156		76134	80274	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20109011 42200		MVHPWStr	OPERSUP			1,442.51			
							1,442.51			
1823	Irving Materials, Inc	0000	22301280	EFT	01/10/2024	11368352		77197	81500	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20209011 42200		LRSPWSTRT	OPERSUP			3,024.00			
							3,024.00			
1823	Irving Materials, Inc	0000	22301280	EFT	12/28/2023	71289582		77198	81501	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20209011 42200		LRSPWSTRT	OPERSUP			308.91			
							308.91			
1823	Irving Materials, Inc	0000		EFT	01/10/2024	11371533		77439	81762	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20109011 42200		MVHPWStr	OPERSUP			4,433.25			
							4,433.25			
						CHECK TOTAL	**9,208.67**			
3680	Jane Girl Media LLC d	0000		EFT	12/20/2023	0001605		77382	81700	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101016 43100		GenPR	PROSERVICE			1,650.00			
							1,650.00			
						CHECK TOTAL	**1,650.00**			
3256	Jeffery Meyer	0000		EFT	01/15/2024	12152023		77219	81525	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60606010 42200		SewFleet	OPERSUP			565.55			
	2 62606010 42200		SWFleet	OPERSUP			1,041.65			
							1,607.20			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 122723 12/20/2023
DUE DATE: 12/20/2023

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
3256	Jeffery Meyer	0000		EFT	01/06/2024	041230		77262	81570	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 42200		SewPWWater	OPERSUP			3.27			
							3.27			
3256	Jeffery Meyer	0000		EFT	01/15/2024	12152023-3		77274	81582	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106010 43100		GenFleet	PROSERVICE			128.95			
	2 20106010 43100		MVHFleet	PROSERVICE			348.84			
							477.79			
3256	Jeffery Meyer	0000		EFT	01/12/2024	041282		77275	81583	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20106010 43100		MVHFleet	PROSERVICE			1,915.93			
							1,915.93			
						CHECK TOTAL	**4,004.19**			
150	Kirby Risk Corporatio	0000		EFT	12/31/2023	S210047916.007		77149	81450	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 42200		GenPWBuild	OPERSUP			18.35			
							18.35			
150	Kirby Risk Corporatio	0000		EFT	12/31/2023	S210097790.001		77151	81452	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 42200		GenPWBuild	OPERSUP			15.60			
							15.60			
150	Kirby Risk Corporatio	0000		EFT	04/06/2023	S112424651.001		77415	81735	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 42200		GenPWBuild	OPERSUP			18.68			
							18.68			
150	Kirby Risk Corporatio	0000		EFT	04/06/2023	S112424651.003		77417	81738	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 42200		GenPWBuild	OPERSUP			-19.44			
							-19.44			
150	Kirby Risk Corporatio	0000		EFT	12/31/2023	S112686594.005		77418	81739	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 42200		GenPWBuild	OPERSUP			162.44			
							162.44			
150	Kirby Risk Corporatio	0000		EFT	10/31/2023	S200007410.001		77419	81740	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 42200		GenPWBuild	OPERSUP			192.84			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 122723 12/20/2023
DUE DATE: 12/20/2023

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							192.84			
150	Kirby Risk Corporatio	0000		EFT	12/31/2023	S210056852.001		77422	81743	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 42200		GenPWBuild	OPERSUP			91.54			
							91.54			
150	Kirby Risk Corporatio	0000		EFT	12/31/2023	S210069784.001		77423	81744	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 42200		GenPWBuild	OPERSUP			129.20			
							129.20			
						CHECK TOTAL	**609.21**			
117	Kleen-It Group, Inc	0000		EFT	11/25/2023	84608		76157	80298	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 43100		GenPWBuild	PROSERVICE			250.00			
							250.00			
						CHECK TOTAL	**250.00**			
152	Krieg Devault LLP	0000	22301304	EFT	11/17/2023	550283		77356	81672	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101011 43101		GenMayorOf	LGLSVCS			5,500.00			
							5,500.00			
152	Krieg Devault LLP	0000	22301304	EFT	11/20/2023	551584		77357	81673	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101011 43101		GenMayorOf	LGLSVCS			5,500.00			
							5,500.00			
152	Krieg Devault LLP	0000	22301304	EFT	09/29/2023	548554		77358	81674	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101011 43101		GenMayorOf	LGLSVCS			5,500.00			
							5,500.00			
152	Krieg Devault LLP	0000		EFT	12/15/2023	552670		77373	81690	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101011 43100		GenMayorOf	PROSERVICE			430.67			
							430.67			
						CHECK TOTAL	**16,930.67**			
1611	Tyler LaShawn	0000		INV	01/13/2024	STAT-535-01A		77371	81688	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 21701015 43200		DonHR	COMMTRANS			250.00			

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VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							250.00			
						CHECK TOTAL	**250.00**			
1830	Leader Promotions Inc	0000	22301215	EFT	12/29/2023	617743		77362	81679	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10101017 42200		GenFndCS	OPERSUP		297.26				
							297.26			
						CHECK TOTAL	**297.26**			
936	Lehman's Inc of Ander	0000		EFT	12/27/2023	18458		77430	81753	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10109012 43100		GenPWBuild	PROSERVICE		1,821.75				
							1,821.75			
						CHECK TOTAL	**1,821.75**			
253	Martin Marietta Mater	0000		EFT	11/22/2023	40814901		76706	80893	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 20209011 42200		LRSPWSTRT	OPERSUP		619.65				
							619.65			
253	Martin Marietta Mater	0000		EFT	12/06/2023	40959848		77351	81667	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10109012 42200		GenPWBuild	OPERSUP		559.44				
							559.44			
253	Martin Marietta Mater	0000		EFT	11/30/2023	40922789		77352	81668	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10109012 42200		GenPWBuild	OPERSUP		1,245.24				
							1,245.24			
253	Martin Marietta Mater	0000		EFT	12/02/2023	40943113		77353	81669	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10109012 42200		GenPWBuild	OPERSUP		721.44				
							721.44			
						CHECK TOTAL	**3,145.77**			
232	McMaster-Carr Supply	0000		EFT	01/07/2024	18820513		77059	81322	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 60609014 42200		SewPWWater	OPERSUP		1,270.42				
							1,270.42			

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VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
232	McMaster-Carr Supply	0000		EFT	01/12/2024	19043855		77186	81488	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 42200		SewPWWater	OPERSUP			127.07			
							127.07			
							CHECK TOTAL	**1,397.49**		
2743	Med-Bill Corporation	0000	22300950	EFT	12/30/2023	MB-8810		77033	81269	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105012 43100		GenEMS	PROSERVICE			12,568.55			
							12,568.55			
							CHECK TOTAL	**12,568.55**		
542	Melissa Kaye Brennema	0000	22300250	EFT	01/05/2024	1296		77128	81429	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106050 43100		GenIT	PROSERVICE			1,887.00			
	2 60606050 43100		SewIT	PROSERVICE			786.25			
	3 62606050 43100		SWIT	PROSERVICE			471.75			
	4 10106050 43100		GenIT	PROSERVICE			1,848.75			
	5 62606050 43100		SWIT	PROSERVICE			616.25			
							5,610.00			
							CHECK TOTAL	**5,610.00**		
266	Menard Inc	0000		EFT	11/29/2023	71045		76713	80901	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 42200		GenPWBuild	OPERSUP			23.98			
							23.98			
266	Menard Inc	0000		EFT	12/22/2023	72383		77028	81264	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105015 42200		GenSafeTr	OPERSUP			153.72			
							153.72			
266	Menard Inc	0000		EFT	12/29/2023	72758		77062	81325	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105016 42200		GenExAff	OPERSUP			99.80			
							99.80			
266	Menard Inc	0000		EFT	01/06/2024	73187		77063	81326	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105013 42200		GenLogist	OPERSUP			51.30			
							51.30			

ACCOUNTS PAYABLE CHECK RUN REPORT

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WARRANT: 122723 12/20/2023
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CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
266	Menard Inc	0000		EFT	01/12/2024	73452		77144	81445	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 42200		SewPWWaterOPERSUP				56.49			
							56.49			
266	Menard Inc	0000		EFT	12/13/2023	71860		77395	81713	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 42200		GenPWBuild OPERSUP				483.52			
							483.52			
266	Menard Inc	0000		EFT	12/28/2023	72679		77398	81716	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 42200		GenPWBuild OPERSUP				279.86			
							279.86			
266	Menard Inc	0000		EFT	12/28/2023	72760		77400	81719	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 42200		GenPWBuild OPERSUP				15.99			
							15.99			
266	Menard Inc	0000		EFT	12/30/2023	72810		77402	81721	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 42200		GenPWBuild OPERSUP				194.72			
							194.72			
266	Menard Inc	0000		EFT	12/20/2023	72254		77405	81724	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 42200		GenPWBuild OPERSUP				97.78			
							97.78			
266	Menard Inc	0000		EFT	12/22/2023	72376		77407		
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 42200		GenPWBuild OPERSUP				53.60			
							53.60			
						CHECK TOTAL	**1,510.76**			
257	Midwest Garage Door S	0000		EFT	12/03/2023	32343		77223	81529	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 43100		GenPWBuild PROSERVICE				288.10			
							288.10			
257	Midwest Garage Door S	0000		EFT	11/06/2023	31959		77425	81748	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 43100		GenPWBuild PROSERVICE				784.00			
							784.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 122723 12/20/2023
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CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
257	Midwest Garage Door S	0000		EFT	01/12/2024	32823		77426	81749	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 43100		GenPWBuild	PROSERVICE			415.50			
							415.50			
257	Midwest Garage Door S	0000		EFT	01/16/2024	32907		77427	81750	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 43100		GenPWBuild	PROSERVICE			670.00			
							670.00			
						CHECK TOTAL	**2,157.60**			
331	Milestone Contractors	0000		EFT	01/18/2024	164939		77433	81756	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20109011 42200		MVHPWStr	OPERSUP			203.85			
							203.85			
331	Milestone Contractors	0000		EFT	01/18/2024	164946		77434	81757	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20109011 42200		MVHPWStr	OPERSUP			184.28			
							184.28			
331	Milestone Contractors	0000		EFT	01/18/2024	164953		77435	81758	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20109011 42200		MVHPWStr	OPERSUP			221.40			
							221.40			
331	Milestone Contractors	0000		EFT	01/18/2024	164959		77436	81759	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20109011 42200		MVHPWStr	OPERSUP			306.46			
							306.46			
331	Milestone Contractors	0000		EFT	01/18/2024	164969		77437	81760	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20109011 42200		MVHPWStr	OPERSUP			266.63			
							266.63			
331	Milestone Contractors	0000		EFT	01/18/2024	164972		77438	81761	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20109011 42200		MVHPWStr	OPERSUP			67.50			
							67.50			
						CHECK TOTAL	**1,250.12**			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 122723 12/20/2023
DUE DATE: 12/20/2023

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2055	MJ Insurance Inc	0000		EFT	12/27/2023	386390		77383	81701	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101011 43100		GenMayorOf	PROSERVICE			150.00			
							150.00			
2055	MJ Insurance Inc	0000		EFT	12/27/2023	386391		77385	81703	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101011 43100		GenMayorOf	PROSERVICE			413.00			
							413.00			
2055	MJ Insurance Inc	0000		EFT	12/27/2023	386392		77387	81705	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101011 43100		GenMayorOf	PROSERVICE			150.00			
							150.00			
2055	MJ Insurance Inc	0000		EFT	12/27/2023	386393		77389	81707	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101011 43100		GenMayorOf	PROSERVICE			150.00			
							150.00			
2055	MJ Insurance Inc	0000		EFT	12/27/2023	386395		77393	81711	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101011 43100		GenMayorOf	PROSERVICE			560.00			
							560.00			
2055	MJ Insurance Inc	0000		EFT	12/27/2023	386396		77394	81712	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101011 43100		GenMayorOf	PROSERVICE			150.00			
							150.00			
2055	MJ Insurance Inc	0000		EFT	12/27/2023	386398		77397	81715	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101011 43100		GenMayorOf	PROSERVICE			150.00			
							150.00			
2055	MJ Insurance Inc	0000		EFT	12/27/2023	386399		77399	81718	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101011 43100		GenMayorOf	PROSERVICE			150.00			
							150.00			
2055	MJ Insurance Inc	0000		EFT	12/27/2023	386406		77401	81720	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101011 43100		GenMayorOf	PROSERVICE			150.00			
							150.00			

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VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2055	MJ Insurance Inc	0000		EFT	12/27/2023	386408		77403	81722	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101011 43100		GenMayorOf	PROSERVICE			150.00			
							150.00			
2055	MJ Insurance Inc	0000		EFT	12/07/2023	386409		77404	81723	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101011 43100		GenMayorOf	PROSERVICE			150.00			
							150.00			
2055	MJ Insurance Inc	0000		EFT	12/07/2023	386410		77406	81725	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101011 43100		GenMayorOf	PROSERVICE			150.00			
							150.00			
							CHECK TOTAL	**2,473.00**		
2626	Mountain Glacier LLC	0000		EFT	01/06/2024	0101590671		77069	81332	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101013 43100		GenContr	PROSERVICE			80.48			
	2 10102010 43100		GenClerk	PROSERVICE			80.48			
							160.96			
							CHECK TOTAL	**160.96**		
4117	ms consultants inc	0000	22300995	EFT	01/06/2024	60-56041-00-2		77048	81311	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10103012 43100		GenPZ	PROSERVICE			1,294.37			
							1,294.37			
							CHECK TOTAL	**1,294.37**		
845	Multi Service Technol	0000		EFT	01/08/2024	991-1-69110		77054	81317	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 62609014 42200		SWPWWater	OPERSUP			170.99			
							170.99			
845	Multi Service Technol	0000		EFT	01/08/2024	991-1-69111		77055	81318	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 42200		SewPWWater	OPERSUP			200.00			
							200.00			
845	Multi Service Technol	0000		EFT	01/09/2024	20231210029632		77119	81420	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106010 42200		GenFleet	OPERSUP			200.00			

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VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							200.00			
845	Multi Service Technol	0000		EFT	12/21/2023	991-1-68626		77232	81539	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109013 42200		GenPWParks OPERSUP				200.00			
							200.00			
845	Multi Service Technol	0000		EFT	12/17/2023	579-1-51578		77234	81540	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109013 42200		GenPWParks OPERSUP				200.00			
							200.00			
845	Multi Service Technol	0000		EFT	12/17/2023	579-1-51579		77236	81542	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109013 42200		GenPWParks OPERSUP				200.00			
							200.00			
845	Multi Service Technol	0000		EFT	12/21/2023	991-1-68625		77237	81543	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109013 42200		GenPWParks OPERSUP				200.00			
							200.00			
845	Multi Service Technol	0000		EFT	12/11/2023	579-1-51375		77329	81642	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 42200		GenPWBuild OPERSUP				200.00			
							200.00			
845	Multi Service Technol	0000		EFT	01/08/2024	579-1-52259		77330	81643	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 42200		GenPWBuild OPERSUP				200.00			
							200.00			
845	Multi Service Technol	0000		EFT	01/09/2024	991-1-69103		77331	81644	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 42200		GenPWBuild OPERSUP				200.00			
							200.00			
845	Multi Service Technol	0000		EFT	01/08/2024	579-1-52260		77334	81647	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 42200		GenPWBuild OPERSUP				200.00			
							200.00			
845	Multi Service Technol	0000		EFT	01/09/2024	991-1-69107		77335	81648	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 42200		GenPWBuild OPERSUP				200.00			
							200.00			

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VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
845	Multi Service Technol	0000		EFT	01/09/2024	991-1-69109		77337	81650	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 42200		GenPWBuild	OPERSUP			200.00			
							200.00			
845	Multi Service Technol	0000		EFT	01/02/2024	784-1-79349		77338	81651	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 42200		GenPWBuild	OPERSUP			200.00			
							200.00			
845	Multi Service Technol	0000		EFT	01/08/2024	579-1-52258		77339	81652	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 42200		GenPWBuild	OPERSUP			200.00			
							200.00			
						CHECK TOTAL	**2,970.99**			
845	Multi Service Technol	0000	22201237	EFT	01/08/2024	991-1-69108		77090	81354	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20104010 42200		MVHEng	OPERSUP			46.66			
	2 60604010 42200		SewEng	OPERSUP			46.67			
	3 62604010 42200		SWEng	OPERSUP			46.67			
							140.00			
						CHECK TOTAL	**140.00**			
903	NCH Corporation	0000		EFT	12/10/2023	8484367		77226	81532	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 43100		GenPWBuild	PROSERVICE			360.00			
							360.00			
						CHECK TOTAL	**360.00**			
2716	Nelson & Co LLC	0000		EFT	01/06/2024	SI157110		77027	81263	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105015 42200		GenSafeTr	OPERSUP			5.80			
							5.80			
2716	Nelson & Co LLC	0000	22300703	EFT	09/01/2023	SI153590		77227	81533	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105015 42231		GenSafeTr	UNIFORMS			569.29			
							569.29			
						CHECK TOTAL	**575.09**			

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VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
327	Nelson Alarm Inc.	0000		INV	12/21/2023	23120999		76707	80894	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 43100		GenPWBuild	PROSERVICE			450.00			
							450.00			
						CHECK TOTAL	**450.00**			
3874	Nicholson Davey Neal	0000		EFT	12/25/2023	113023FED		77320	81633	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101014 43100		GenEcon	PROSERVICE			5,000.00			
							5,000.00			
						CHECK TOTAL	**5,000.00**			
3313	Nova Healthcare IN LL	0000		EFT	12/06/2023	000002494107		77346	81661	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 43100		GenPWBuild	PROSERVICE			224.00			
							224.00			
						CHECK TOTAL	**224.00**			
335	Office Three Sixty In	0000		EFT	06/19/2023	271279		77043	81306	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105013 42200		GenLogist	OPERSUP			401.52			
							401.52			
335	Office Three Sixty In	0000		EFT	11/15/2023	2713823		77044	81307	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105013 42200		GenLogist	OPERSUP			108.12			
							108.12			
335	Office Three Sixty In	0000		EFT	01/10/2024	2747063		77083	81347	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 42200		SewPWWater	OPERSUP			698.00			
							698.00			
335	Office Three Sixty In	0000		EFT	01/10/2024	2752107		77137	81438	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10103012 42200		GenPZ	OPERSUP			42.72			
							42.72			
335	Office Three Sixty In	0000		EFT	01/05/2024	2758262		77409	81728	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 42200		GenPWBuild	OPERSUP			327.87			
							327.87			

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CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	**1,578.23**			
99997	Comprehensive Financi	0000		INV	01/10/2024	Rempe 63345111		77087	81351	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10107010 43901		GenParks	REFUNDS		200.00				
							200.00			
						CHECK TOTAL	**200.00**			
99997	Comprehensive Financi	0000		INV	01/10/2024	Rempe 63345079		77086	81350	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10107010 43901		GenParks	REFUNDS		200.00				
							200.00			
						CHECK TOTAL	**200.00**			
99996	Humane Society for Ha	0000		INV	01/17/2024	HumaneSociety		77306	81618	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 62609014 43905		SWPWWater	Cont Exp		2,325.00				
							2,325.00			
						CHECK TOTAL	**2,325.00**			
2470	OnPoint Hub & Spoke L	0000		EFT	01/01/2024	1/24 Rent		77065	81328	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 47140000 43700		FishersI69	RENTALS		38,172.03				
							38,172.03			
						CHECK TOTAL	**38,172.03**			
1272	Pediatric Emergency S	0000	22301248	EFT	12/27/2023	INV-8596		77036	81272	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10105012 43100		GenEMS	PROSERVICE		4,073.74				
							4,073.74			
						CHECK TOTAL	**4,073.74**			
384	Pinnacle Partners Inc	0000	22301147	EFT	01/17/2024	51062		77291	81601	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10106050 43100		GenIT	PROSERVICE		7,983.72				
	2 62606050 43100		SWIT	PROSERVICE		1,995.93				
							9,979.65			
						CHECK TOTAL	**9,979.65**			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 122723 12/20/2023
DUE DATE: 12/20/2023

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
4273	The Pitney Bowes Bank	0000		EFT	12/27/2023	1223postage		77139	81440	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10101013 43100		GenContr	PROSERVICE		3,000.00				
							3,000.00			
						CHECK TOTAL	**3,000.00**			
1009	Pro Air Midwest LLC	0000		EFT	01/05/2024	13613		77046	81309	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10105011 43100		GenFireAdm	PROSERVICE		465.00				
							465.00			
						CHECK TOTAL	**465.00**			
4207	Propio LS LLC	0000		EFT	12/30/2023	0197571123		77297	81608	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10101012 43100		GenBSG	PROSERVICE		11.49				
							11.49			
4207	Propio LS LLC	0000		EFT	12/30/2023	0197551123		77298	81609	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10101012 43100		GenBSG	PROSERVICE		7.99				
							7.99			
4207	Propio LS LLC	0000		EFT	12/30/2023	0193841123		77299	81610	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10101012 43100		GenBSG	PROSERVICE		10.34				
							10.34			
						CHECK TOTAL	**29.82**			
433	RCS Contractor Suppli	0000		EFT	01/04/2024	1-539711		77411	81730	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10109012 42200		GenPWBuild	OPERSUP		360.82				
							360.82			
						CHECK TOTAL	**360.82**			
4032	Rebar Techway LLC	0000	22301303	EFT	01/04/2024	1009		77047	81310	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 21205058 43100		CHD	PROSERVICE		8,257.50				
							8,257.50			
						CHECK TOTAL	**8,257.50**			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 122723 12/20/2023
DUE DATE: 12/20/2023

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
440	RQAW Corporation	0000	22300953	EFT	12/30/2023	113023-40		77305	81617	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60854010 43100		SWRCPTENG	PROSERVICE			17,880.00			
							17,880.00			
						CHECK TOTAL	**17,880.00**			
3592	Safe Haven Baby Boxes	0000		EFT	01/07/2024	558		77056	81319	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105011 43100		GenFireAdm	PROSERVICE			300.00			
							300.00			
						CHECK TOTAL	**300.00**			
4397	Service Sanitation In	0000		INV	10/22/2023	8651423		77390	81708	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 27807010 43909		CPP	Other			2,970.00			
							2,970.00			
						CHECK TOTAL	**2,970.00**			
466	Sharp Printing Servic	0000		EFT	01/11/2024	100786		77134	81435	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 62609014 42200		SWPWWater	OPERSUP			85.00			
							85.00			
						CHECK TOTAL	**85.00**			
477	Shelby Gravel Inc	0000		EFT	01/16/2024	836938		77432	81755	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109013 42200		GenPWParks	OPERSUP			1,266.17			
							1,266.17			
						CHECK TOTAL	**1,266.17**			
4198	SMG US Midco 2 Inc	0000		EFT	01/15/2024	ARIV1011894		77175	81475	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 44391011 43100		ECNDEVMY	PROSERVICE			5,000.00			
							5,000.00			
						CHECK TOTAL	**5,000.00**			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 122723 12/20/2023
DUE DATE: 12/20/2023

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2372	Smyrna Ready Mix Conc	0000		EFT	10/28/2023	1020423539		76051	80187	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20209011 42200		LRSPWSTRT	OPERSUP			707.00			
							707.00			
2372	Smyrna Ready Mix Conc	0000		EFT	10/29/2023	1020422845		76052	80188	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20209011 42200		LRSPWSTRT	OPERSUP			684.00			
							684.00			
						CHECK TOTAL	**1,391.00**			
3350	SPF 15 Inc	0000		EFT	01/01/2024	1/24 Rent		77068	81331	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 43510000 43700		THBC	RENTALS			7,391.25			
							7,391.25			
						CHECK TOTAL	**7,391.25**			
2817	Sprout Social Inc	0000	22301274	EFT	12/12/2023	INV-47558		77138	81439	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101012 43100		GenBSG	PROSERVICE			37,930.80			
							37,930.80			
						CHECK TOTAL	**37,930.80**			
2114	St Vincent Health, We	0000		EFT	12/30/2023	20-41285		77029	81265	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105011 43100		GenFireAdm	PROSERVICE			1,167.78			
							1,167.78			
2114	St Vincent Health, We	0000	22301134	EFT	12/30/2023	20-41283		77034	81270	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105011 43100		GenFireAdm	PROSERVICE			11,904.66			
							11,904.66			
						CHECK TOTAL	**13,072.44**			
473	State Safety & Compli	0000		EFT	12/27/2023	10719457		76708	80895	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 42200		GenPWBuild	OPERSUP			420.75			
							420.75			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 122723 12/20/2023
DUE DATE: 12/20/2023

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
473	State Safety & Compli	0000		EFT	10/05/2023	10718157		77342	81655	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10109012 42200		GenPWBuild	OPERSUP		528.00				
							528.00			
473	State Safety & Compli	0000		EFT	10/18/2023	10718300		77343	81657	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10109012 42200		GenPWBuild	OPERSUP		528.00				
							528.00			
473	State Safety & Compli	0000		EFT	10/20/2023	10718362		77344	81659	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10109012 42200		GenPWBuild	OPERSUP		528.00				
							528.00			
						CHECK TOTAL	**2,004.75**			
4213	Stephanie Cailfar	0000		EFT	09/30/2023	1017		76681	80869	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10101016 43100		GenPR	PROSERVICE		532.00				
							532.00			
						CHECK TOTAL	**532.00**			
460	Stericycle, Inc.	0000		EFT	12/15/2023	8005530037		77030	81266	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10105012 43100		GenEMS	PROSERVICE		83.95				
							83.95			
						CHECK TOTAL	**83.95**			
2878	Sterling Infosystems	0000		EFT	12/30/2023	9641212		77408	81727	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10101015 43100		GenHR	PROSERVICE		30.00				
							30.00			
						CHECK TOTAL	**30.00**			
558	Stryker Sales Corpora	0000	22301090	EFT	12/21/2023	9205067268		77037	81273	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10105012 42200		GenEMS	OPERSUP		7,843.26				
	2 10105012 43100		GenEMS	PROSERVICE		98.04				
							7,941.30			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 122723 12/20/2023
DUE DATE: 12/20/2023

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
558	Stryker Sales Corpora	0000		EFT	01/04/2024	9205162947		77203	81507	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10105012 43100		GenEMS	PROSERVICE		80.00				
							80.00			
558	Stryker Sales Corpora	0000		EFT	01/04/2024	9205162948		77204	81508	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10105012 43100		GenEMS	PROSERVICE		530.00				
							530.00			
558	Stryker Sales Corpora	0000	22301089	EFT	01/05/2024	9205166414		77205	81509	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10105012 42200		GenEMS	OPERSUP		5,248.17				
							5,248.17			
558	Stryker Sales Corpora	0000	22301089	EFT	01/05/2024	9205166415		77206	81510	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10105012 42200		GenEMS	OPERSUP		619.93				
							619.93			
						CHECK TOTAL	**14,419.40**			
507	Sunbelt Rentals Inc	0000		EFT	12/06/2023	146480407-0001		76710	80897	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10109012 43100		GenPWBuild	PROSERVICE		1,812.99				
							1,812.99			
507	Sunbelt Rentals Inc	0000		EFT	12/01/2023	146602577-0001		76986	81218	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10109013 43100		GenPWParks	PROSERVICE		1,490.80				
							1,490.80			
507	Sunbelt Rentals Inc	0000		EFT	11/30/2023	146612053-0001		77250	81558	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 20109011 43100		MVHPWStr	PROSERVICE		62.75				
							62.75			
507	Sunbelt Rentals Inc	0000		EFT	12/17/2023	147220406-0001		77256	81564	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10109013 43100		GenPWParks	PROSERVICE		367.94				
							367.94			
507	Sunbelt Rentals Inc	0000		EFT	12/20/2023	147440850-0001		77259	81567	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10109013 43100		GenPWParks	PROSERVICE		74.30				
							74.30			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 122723 12/20/2023
DUE DATE: 12/20/2023

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	**3,808.78**			
2103	The Henry P Thompson	0000	22301266	EFT	01/06/2024	28664B17724		77092	81357	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 60609014 42200		SewPWWaterOPERSUP			4,250.00				
							4,250.00			
2103	The Henry P Thompson	0000	22301266	EFT	01/06/2024	28664B17725		77093	81358	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 60609014 42200		SewPWWaterOPERSUP			4,250.00				
							4,250.00			
						CHECK TOTAL	**8,500.00**			
282	The Mailing Station,	0000		EFT	01/14/2024	169647		77317	81630	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10101013 43100		GenContr	PROSERVICE		14.19				
							14.19			
282	The Mailing Station,	0000		EFT	01/14/2024	169640		77318	81631	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10101013 43100		GenContr	PROSERVICE		150.61				
							150.61			
						CHECK TOTAL	**164.80**			
572	The Sherwin-Williams	0000		EFT	01/20/2024	4435-1		77341	81654	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10109012 42200		GenPWBuild	OPERSUP		80.39				
							80.39			
						CHECK TOTAL	**80.39**			
4307	Tiger Connect Inc	0000	22301187	EFT	01/19/2024	11091378		77431	81754	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 21205058 43100		CHD	PROSERVICE		4,000.00				
							4,000.00			
						CHECK TOTAL	**4,000.00**			
3278	TL, LLC DBA (High Shi	0000		EFT	11/04/2023	13561		77005	81239	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10109012 43100		GenPWBuild	PROSERVICE		600.00				
							600.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 122723 12/20/2023
DUE DATE: 12/20/2023

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
3278	TL, LLC DBA (High Shi	0000		EFT	11/05/2023	13563		77006	81240	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10109012 43100		GenPWBuild	PROSERVICE		4,000.00				
							4,000.00			
3278	TL, LLC DBA (High Shi	0000		EFT	11/06/2023	13569		77007	81241	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10109012 43100		GenPWBuild	PROSERVICE		1,200.00				
							1,200.00			
3278	TL, LLC DBA (High Shi	0000		EFT	11/06/2023	13567		77008	81242	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10109012 43100		GenPWBuild	PROSERVICE		410.00				
							410.00			
3278	TL, LLC DBA (High Shi	0000		EFT	11/09/2023	12830		77009	81243	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10109012 43100		GenPWBuild	PROSERVICE		150.00				
							150.00			
3278	TL, LLC DBA (High Shi	0000		EFT	11/09/2023	13573		77010	81244	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10109012 43100		GenPWBuild	PROSERVICE		2,600.00				
							2,600.00			
3278	TL, LLC DBA (High Shi	0000		EFT	11/11/2023	13597		77011	81245	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10109012 43100		GenPWBuild	PROSERVICE		750.00				
							750.00			
3278	TL, LLC DBA (High Shi	0000		EFT	11/12/2023	13605		77012	81247	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10109012 43100		GenPWBuild	PROSERVICE		500.00				
							500.00			
						CHECK TOTAL	**10,210.00**			
553	Trane US Inc.	0000		EFT	11/16/2023	15443569		77345	81660	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10109012 42200		GenPWBuild	OPERSUP		1,288.43				
							1,288.43			
						CHECK TOTAL	**1,288.43**			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 122723 12/20/2023
DUE DATE: 12/20/2023

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	Uline Inc	0000		EFT	11/29/2023	170271096		77238	81544	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109013 42200		GenPWParks	OPERSUP			410.28			
							410.28			
58	Uline Inc	0000		EFT	12/15/2023	171012042		77441	81764	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 42200		GenPWBuild	OPERSUP			2,099.66			
							2,099.66			
						CHECK TOTAL	**2,509.94**			
2039	Ultimate Technologies	0000	22201252	EFT	12/11/2023	ARI000934		77129	81430	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106050 42200		GenIT	OPERSUP			14,103.93			
	2 10106050 43100		GenIT	PROSERVICE			11,898.75			
							26,002.68			
2039	Ultimate Technologies	0000	22301087	EFT	12/11/2023	ARI000935		77130	81431	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106050 42200		GenIT	OPERSUP			6,306.43			
	2 10106050 43100		GenIT	PROSERVICE			1,740.00			
							8,046.43			
						CHECK TOTAL	**34,049.11**			
4214	United Rentals (North	0000		EFT	11/12/2023	221237525-005		77228	81534	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 43100		GenPWBuild	PROSERVICE			195.00			
							195.00			
4214	United Rentals (North	0000		EFT	12/10/2023	221237525-006		77230	81536	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 43100		GenPWBuild	PROSERVICE			195.00			
							195.00			
						CHECK TOTAL	**390.00**			
1871	UrbanEco Properties L	0001		EFT	01/01/2024	1/24 Rent		77067	81330	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 47140000 43700		FishersI69	RENTALS			14,634.86			
							14,634.86			
						CHECK TOTAL	**14,634.86**			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 122723 12/20/2023
DUE DATE: 12/20/2023

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
614	Van Ausdall & Farrar	0000	22301084	EFT	01/05/2024	594608		77131	81432	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106050 43100		GenIT	PROSERVICE			1,932.82			
	2 62606050 43100		SWIT	PROSERVICE			41.21			
							1,974.03			
614	Van Ausdall & Farrar	0000	22301084	EFT	01/12/2024	595372		77233	81538	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106050 43100		GenIT	PROSERVICE			4.81			
	2 62606050 43100		SWIT	PROSERVICE			0.00			
	3 21205058 43100		CHD	PROSERVICE			17.45			
							22.26			
614	Van Ausdall & Farrar	0000		EFT	01/12/2024	595373		77235	81541	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 21205058 43100		CHD	PROSERVICE			36.22			
							36.22			
						CHECK TOTAL	**2,032.51**			
3269	Van Winkle Baten Disp	0000		INV	11/30/2023	15411		77307	81619	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 37804010 44920		SR37PRJENG	CAPEXP			2,908.24			
							2,908.24			
						CHECK TOTAL	**2,908.24**			
3510	Veridus Group Inc	0000	22300170	EFT	01/07/2024	202933		77050	81313	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10103012 43100		GenPZ	PROSERVICE			495.00			
							495.00			
3510	Veridus Group Inc	0000	22300970	EFT	01/08/2024	202965		77051	81314	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101014 43100		GenEcon	PROSERVICE			9,490.00			
							9,490.00			
						CHECK TOTAL	**9,985.00**			
2789	Verizon Communication	0000	22300286	EFT	12/15/2023	9950047478		749942	81390	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106050 43100		GenIT	PROSERVICE			641.22			
							641.22			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 122723 12/20/2023
DUE DATE: 12/20/2023

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2789	Verizon Communication	0000	22300286	EFT	12/15/2023	9950077430		749952	81391	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106050 43100		GenIT	PROSERVICE			967.17			
							967.17			
2789	Verizon Communication	0000	22300286	EFT	12/15/2023	9950110754		749962	81392	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106050 43100		GenIT	PROSERVICE			553.21			
							553.21			
2789	Verizon Communication	0000	22300286	EFT	12/15/2023	9950098982		749982	81393	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106050 43100		GenIT	PROSERVICE			1,200.40			
							1,200.40			
2789	Verizon Communication	0000	22300286	EFT	12/15/2023	9950062688		750002	81394	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106050 43100		GenIT	PROSERVICE			205.58			
							205.58			
2789	Verizon Communication	0000	22300286	EFT	12/15/2023	9950004301		750031	81396	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106050 43100		GenIT	PROSERVICE			7,439.72			
							7,439.72			
2789	Verizon Communication	0000	22300286	EFT	12/15/2023	9950061239		750051	81397	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106050 43100		GenIT	PROSERVICE			1,788.52			
							1,788.52			
2789	Verizon Communication	0000		EFT	12/15/2023	9950055625		77209	81513	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 27155058 43100		HDVFC	PROSERVICE			115.29			
	2 27055058 43100		GRTSHD	PROSERVICE			38.43			
	3 27055058 43100		GRTSHD	PROSERVICE			38.43			
	4 21205058 43100		CHD	PROSERVICE			654.78			
							846.93			
2789	Verizon Communication	0000	22301067	EFT	12/15/2023	9950062647		77210	81514	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60606050 43100		SewIT	PROSERVICE			2,063.07			
							2,063.07			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 122723 12/20/2023
DUE DATE: 12/20/2023

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2789	Verizon Communication	0000	22300286	EFT	12/15/2023	9950015643		77302	81614	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106050 43100		GenIT	PROSERVICE			929.29			
	2 10106050 42200		GenIT	OPERSUP			549.99			
								1,479.28		
							CHECK TOTAL	**17,185.10**		
2813	Visionary Cove LLC	0000		EFT	01/01/2024	1/24 Rent		77066	81329	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 47140000 43700		FishersI69	RENTALS			59,293.00			
								59,293.00		
							CHECK TOTAL	**59,293.00**		
398	Warrens Turf	0000		EFT	01/05/2024	210876		77324	81637	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 42200		GenPWBuild	OPERSUP			226.00			
								226.00		
							CHECK TOTAL	**226.00**		
2380	Whites Ace Hardware F	0000		EFT	01/11/2024	37497830		77123	81424	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 42200		SewPWWater	OPERSUP			5.16			
								5.16		
							CHECK TOTAL	**5.16**		
4086	Worden Tree Team/ DBA	0000		EFT	10/07/2023	09-07-2023		76956	81174	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109013 43100		GenPWParks	PROSERVICE			1,800.00			
								1,800.00		
4086	Worden Tree Team/ DBA	0000		EFT	01/01/2024	12-01-2023		76957	81175	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109013 43100		GenPWParks	PROSERVICE			1,500.00			
								1,500.00		
4086	Worden Tree Team/ DBA	0000		EFT	10/09/2023	09-09-2023		77231	81537	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 43100		GenPWBuild	PROSERVICE			950.00			
								950.00		
							CHECK TOTAL	**4,250.00**		

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 122723 12/20/2023
DUE DATE: 12/20/2023

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1309	WW Grainger Inc	0000		EFT	12/13/2023	9902654806		77021	81257	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10105013 42200		GenLogist	OPERSUP		86.94				
							86.94			
1309	WW Grainger Inc	0000		EFT	12/15/2023	9905812831		77022	81258	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10105013 42200		GenLogist	OPERSUP		689.44				
							689.44			
1309	WW Grainger Inc	0000		EFT	12/16/2023	9907131511		77023	81259	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10105013 42200		GenLogist	OPERSUP		9.21				
							9.21			
1309	WW Grainger Inc	0000		EFT	12/17/2023	9908496582		77024	81260	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10105013 42200		GenLogist	OPERSUP		5.78				
							5.78			
1309	WW Grainger Inc	0000		EFT	12/29/2023	9918823593		77108	81409	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10105015 42200		GenSafeTr	OPERSUP		256.94				
							256.94			
1309	WW Grainger Inc	0000		EFT	12/27/2023	9915437017		77148	81449	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10109012 42200		GenPWBuild	OPERSUP		20.50				
							20.50			
1309	WW Grainger Inc	0000		EFT	01/04/2024	9924238547		77182	81484	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10105016 42200		GenExAff	OPERSUP		321.06				
							321.06			
1309	WW Grainger Inc	0000		EFT	01/04/2024	9924238554		77184	81486	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10105015 42200		GenSafeTr	OPERSUP		170.23				
							170.23			
1309	WW Grainger Inc	0000		EFT	01/03/2024	9922482709		77188	81490	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10105013 42200		GenLogist	OPERSUP		106.91				
							106.91			
						CHECK TOTAL	**1,667.01**			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 122723 12/20/2023
DUE DATE: 12/20/2023

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2036	Zayo Group Holdings I	0000	22300829	EFT	12/31/2023	2023120028823		77132	81433	

ACCOUNT DETAIL				LINE AMOUNT	
1	10106050 43100	GenIT	PROSERVICE	2,862.82	
2	60606050 43100	SewIT	PROSERVICE	1,192.84	
3	62606050 43100	SWIT	PROSERVICE	715.70	
					4,771.36
				CHECK TOTAL	**4,771.36**

390	**INVOICES**	**WARRANT TOTAL**	**759,602.70**	**759,602.70**
		CASH ACCOUNT BALANCE		**67,312,934.49**

City of Fishers
Exhibit A
Insurance Summary
2024

Exhibit I - 2024 v. 2023

	2023	2024-Proposed	2024 Incr/(Decr)	% Incr/(Decr)
Auto	380,818	423,530	42,712	11.22%
General Liability	123,495	150,528	27,033	21.89%
Property	248,649	285,577	36,928	14.85%
Umbrella - $15 mill	96,444	103,849	7,405	7.68%
Inland Marine	48,670	49,345	675	1.39%
Police Professional	81,734	84,392	2,658	3.25%
Public Officials	44,123	44,123	-	0.00%
Social Services Prof.	3,473	-	(3,473)	-100.00%
Abuse/Molestation	1,320	1,320	-	0.00%
Pesticide/Herbicide	661	661	-	0.00%
Volunteer Services (FD)	1,646	1,811	165	10.02%
AgriPark Casualty	3,347	3,024	(323)	-9.65%
Fiduciary Liability	6,003	5,999	(4)	-0.07%
$3M Cyber/$500k Crime	59,431	69,303	9,872	16.61%
Insurance Fee	100,000	100,000	-	0.00%
	1,199,814	1,323,462	123,648	10.31%
	-	-		

Exhibit II - Deductible Change
The below table summarizes deductible option changes available to the City. No deductible option truly saves a significant amount of money so City will stay with current deductibles.

	2024 Proposed	2024 - Options	Premium Change	Total Cost	Proposed Savings	
Auto	1,000	[redacted]	[redacted]	445,524	[redacted]	(A)
Auto	1,000	2,000	22,517	441,027	4,497	(A)
Auto	1,000	3,000	36,547	441,275	4,249	(A)
Auto	1,000	5,000	50,067	447,164	1,640	(A)
Property	10,000	25,000	19,975	290,602	4,975	(B)
Police Professional	10,000	25,000	8,287	101,105	(6,713)	(B)
Public Officials	5,000	10,000	2,070	52,053	(2,930)	(B)

(A) Total cost is calculated based upon estimated claims for 2024 together with the insurance premium.
(B) Cost and proposed savings are calculated based upon 1 claim in 2024.

RESOLUTION NO. R122723

A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY APPROVING THE CITY'S 2024 PROPERTY & CASUALTY INSURANCE COVERAGE

WHEREAS, the City of Fishers, Hamilton County, Indiana ("City") purchases and maintains property & casualty, inland marine, general liability, public official, law enforcement, automobile, umbrella, cyber and crime, fiduciary, and other miscellaneous insurance coverage for the protection of the City ("Insurance");

WHEREAS, through its insurance consultant, M.J. Insurance, the City solicits annual proposals for Insurance;

WHEREAS, after reviewing its 2024 proposals, M.J. Insurance recommends that the City renew its Insurance policy with its current carrier, The Selective Insurance Company, as more particularly described in the Insurance Program Renewal Quote, which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the City now desires to renew its Insurance policy with The Selective Insurance Company for the combined annual premium of $1,223,462 as more particularly described in the Insurance Program Renewal Quote.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY MEETING IN REGULAR SESSION AS FOLLOWS:

Section 1. The Board of Public Works & Safety hereby approves the Insurance Program Renewal Quote, attached hereto and incorporated herein as Exhibit A, and authorizes the City to renew its Insurance with The Selective Insurance Company.

Section 2. The Board hereby designates the Mayor or his designee to execute any and all documents necessary to effectuate The Insurance Program Renewal Quote and renewed insurance policy with The Selective Insurance Company.

Section 3. This Resolution is of full force and effect from and upon its adoption and in accordance with Indiana law.

SO RESOLVED BY THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY THIS 27th DAY OF DECEMBER, 2023.

BOARD OF PUBLIC WORKS & SAFETY, CITY OF FISHERS HAMILTON COUNTY, INDIANA

YAY		NAY	ABSTAIN
	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, Member		

ATTEST: _____ DATE: _____
Kari Adriano, Board Clerk

This instrument prepared by: Lindsey M. Bennett, City Attorney, City of Fishers, Hamilton County, Indiana, One Municipal Drive, Fishers, Indiana, 46038

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." /s/ Lindsey M. Bennett

Board Action Form

MEETING DATE	December 27, 2023			
TITLE	RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY APPROVING THE CITY'S 2024 PROPERTY & CASUALTY INSURANCE COVERAGE			
SUBMITTED BY	Name & Title: Lisa Bradford, City Controller			
	Department:			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☐ Resolution	☒ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1st Reading	☐ 2nd Reading	☐ Public Hearing	☐ 3rd Reading
	Ordinance #:		Resolution #: R122723	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. Check all applicable boxes pertaining to contracts)	☐ Contract **required** for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & **will provide contract** at a later date		☐ **No contract** for this item	
	☐ Contract **over** $50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	

HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document **must** be recorded with the County Recorder's Office ☐ Wait 31 days **prior to** filing with the County Recorders' Office	☐ Document **does not need** recorded with the County Recorder's Office
APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head ☐ Department Head ☐ Deputy Mayor ☐ Mayor ☐ Legal Counsel – *Name of Reviewer:*	☒ Controller's Office ☐ Finance Committee ☐ Technical Advisory Committee ☒ Other: MJ Insurance

BACKGROUND (Includes description, background, and justification)	MJ Insurance, the City's property and casualty insurance broker, has engaged the marketplace for the City's coverage needs for 2024. Following this engagement and analysis, MJ is recommending the attached renewal proposal, effective 1/1/2024 through 1/1/2025. Workers compensation renews March 1, 2023. Total premium is just under $1.2 million. This is an increase of ~$123k from the prior year. Increase is predominately due to market increases for property insurance due to replacement values and reinsurance, auto insurance due to increased rate due to composite rate due to claims, cyber insurance and police professional insurance along with increased general liability insurance due to increased budget.

BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted $:	$1,895,000 (all insurance including Workers Compensation)
	Expenditure $:	$1,199,688 ($571,538 with all other insurance)
	Source of Funds:	General, Sewer, and Storm Water
	Additional Appropriation #:	
	Narrative:	

OPTIONS (Include *Deny Approval* Option)	1.	Approve the request
	2.	Deny the request
	3.	Provide alternate direction
	4.	

PROJECT TIMELINE	Coverage would renew, effective immediately for 1/1/2024 for one year.
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approving this request for the 2024 Property and Casualty renewal, and authorizing the City Controller to pay the invoices for 2024.
SUPPLEMENTAL INFORMATION (List all attached documents)	Exhibit A - Summary of 2024 Renewal

RESOLUTION NO. R122723B

RESOLUTION APPROVING PROFESSIONAL SERVICES AND OPERATING AGREEMENT

WHEREAS, the City of Fishers ("City") is constructing its new municipal building at 1 Municipal Drive, Fishers, Indiana, the first floor of which is designed as a community art center, including a theater (the "Arts Center");

WHEREAS, the Indianapolis Art Center, Inc., an Indiana nonprofit corporation ("IAC") operates an art center and campus in Broad Ripple and is a central-Indiana authority on art programming and services;

WHEREAS, the City desires to engage IAC to program and operate its Arts Center pursuant to an agreement substantially similar to the Professional Services And Operating Agreement attached hereto and incorporated herein as **Exhibit A** (the "Agreement");

WHEREAS, the services to be provided by IAC include the following: (a) pre-opening consulting; (b) full-service operator; (c) develop and administer all programming; (d) provide all personnel; (e) recruit and host exhibits; and (f) program the theater (collectively and as fully described in the Agreement, the "Services");

WHEREAS, in consideration of IAC providing the Services, the City will provide (a) a $75,000.00 budget for furniture, fixtures, tools and equipment; and (b) allow IAC to utilize the Art Center without charge, except that IAC will pay to the City thirty percent (30%) of IAC's Profit derived from the Services and half of all private rentals; and

WHEREAS, capitalized terms used but not defined herein are used with the meaning ascribed to such terms in the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City of Fishers Board of Public Works & Safety meeting in a duly noticed and regularly scheduled meeting as follows:

Section 1. An agreement substantially similar to the Agreement is hereby approved.

Section 2. This Resolution shall be in full force and effect from and upon its adoption and in accordance with Indiana law.

Section 3. The Mayor is hereby authorized to execute the documents necessary to effectuate the intent of this Resolution.

ALL OF WHICH IS RESOLVED by the City of Fishers Board of Public Works & Safety this 27th day of December, 2023.

BOARD OF PUBLIC WORKS & SAFETY,
CITY OF FISHERS
HAMILTON COUNTY, INDIANA

YAY		NAY	ABSTAIN
	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, Member		

ATTEST: _____ DATE: _____
Kari Adriano, Board Clerk

This instrument prepared by: Lindsey M. Bennett, City Attorney, City of Fishers, Hamilton County, Indiana, One Municipal Drive, Fishers, Indiana, 46038

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." /s/ Lindsey M. Bennett

PROFESSIONAL SERVICES AND OPERATING AGREEMENT

This Professional Services and Operating Agreement ("Agreement") is entered into this _____ day of _____, 2023 (the "Effective Date") by and between the Indianapolis Art Center, Inc., an Indiana nonprofit corporation ("IAC"), and the City of Fishers, Hamilton County, Indiana ("City" and together with IAC, the "Parties" or individually, each a "Party") pursuant to the following terms and conditions:

1. PURPOSE OF AGREEMENT. The purpose of this Agreement is for IAC to (a) use, oversee, operate and program the Fishers Art Center (the "Art Center") to be developed and constructed on the first (1st) floor of a municipal building to be located at and about 1 Municipal Drive, Fishers, Indiana, 46038 (the "Building"); and (b) in some instances, as mutually agreed between the Parties, program and operate the theater and Common Area of the Art Center, all pursuant to and consistent with this Agreement. For purposes of this Agreement, "Common Area" shall mean, individually or collectively, areas of the Building held open to occupants and visitors of the Building and not otherwise exclusively dedicated to the use of IAC, including, without limitation, exhibition space, green spaces, lobbies, corridors, stairways, parking lots, elevators, restrooms and areas of ingress and egress to the Arts Center (individually or collectively, the "Common Area").

2. IAC's OBLIGATIONS. In consideration and as a material inducement for the City providing IAC space within the Art Center and completing its other obligations included herein, IAC shall, consistent with and pursuant to its mission to "inspire creative expression in all people" and its vision to "build an inclusively united community through art by inspiring a better, stronger, and more culturally vibrant environment for all", be responsible for each of the following:

a. Pre-Opening. IAC and the City shall cooperate in good faith to determine a mutually acceptable schedule of events and items (the "Pre-Opening Schedule") to be completed prior to, and in preparation for, the Arts Center opening to the public. IAC and the City, as applicable, shall complete and/or implement each of the items as set forth in the Pre-Opening Schedule.

b. Full-Service Operator. IAC shall serve as a full-service operator of the Art Center, and the Art Center, subject to the terms of this Agreement, shall be generally open and operational every day of the week as follows: Monday – Friday 9 a.m. – 10 p.m.; Saturday 9 a.m. to 6 p.m.; and Sunday 12 p.m. to 6 p.m.; provided, however, (i) the Parties may mutually agree to different days, hours of operation, and closures, (ii) the Art Center shall be closed on all nationally recognized holidays, and (iii) IAC may adjust the schedule of the Art Center to align with the standard schedule of IAC's Broad Ripple location; provided, however, if IAC materially reduces its hours of operation pursuant to this subsection (iii) without the mutual agreement of the City, the City shall be entitled to terminate this Agreement. A concierge shall be provided by IAC to staff the welcome desk within the Art Center during the Art Center's hours of operation. Notwithstanding the foregoing, the City may from time-to-time request that IAC open the Art Center on various nationally recognized holidays, in a limited-operations capacity, to allow members to view various art exhibits located in the Art Center ("Limited Operations

Requests"). IAC shall endeavor in good faith to comply with reasonable Limited Operations Requests.

c. Programming. IAC shall develop, offer, operate and oversee all programs, classes and seminars within the Art Center (individually or collectively, the "Programs"). IAC and the City shall work together in good faith to develop a general schedule of Programs with themes and topics consistent with programs offered at IAC's Broad Ripple campus and offered at times and in quantities consistent with IAC's operation at its Broad Ripple campus. Additionally, an array of diverse Programs shall be offered that are appropriate for varying skill levels and age groups and that occur for varying durations of time (e.g. semester classes, mini-term classes, and make-it-take-it classes).

d. IAC Personnel. IAC shall screen (including, without limitation, performing background checks), employ or contract with, oversee and manage all IAC Personnel. For purposes of this Agreement, "IAC Personnel" shall mean any employee, contractor or volunteer providing any portion of the Services (as defined herein below) at the Art Center. As part of IAC's personnel, IAC shall provide the City with a point of contact for IAC that is continuously responsive to the City. The initial IAC point of contact is _____, and such point of contact shall not change without written notice to the City.

e. Administration. IAC shall administer all Programs, including, without limitation, registering participants and collecting fees for participants in the Programs. IAC shall develop a registration system and procedure that provide Fishers' residents priority when registering for Programs (the "Priority Registration").

f. Exhibitions. IAC shall recruit and/or host exhibitions, competitions and festivals that highlight the Art Center and promote art tourism and economic development in the City (the "Exhibitions"), which proposed Exhibitions shall be submitted to the Fishers Art & Cultural Commission for approval not less than three (3) months prior to the proposed date of such Exhibition. For the avoidance of doubt, an Exhibition shall not occur within or about the Art Center without the written approval of the Fishers Art & Cultural Commission (as defined in Section 3(E)), and IAC shall host at least four (4) Exhibitions during each twelve (12) month period of the Term or any Renewal Term.

g. Theater Programming. subject to the City's Reserved Rights (as defined in Section 9), IAC shall program the theater within the Art Center (the "Theater"), including without limitation, hosting performances, hosting discussions and panels, offering theatrical and other performing art classes ("Theater Programming") and hosting Private Rentals (as defined in Section 2(H) below). IAC shall cause all entities and groups operating within the Theater to enter into the Agreement For Use attached as **Exhibit C** (the "Private Rental Agreement"), subject to commercially reasonable edits and/or changes approved by IAC and the City's designated point of contact with respect to this Agreement (the "City POC") in their commercially reasonable discretion. As of the Effective Date, Jennifer Messer is the City POC. The City may designate a replacement City POC from time-to-time upon written notice to IAC.

h. Sponsorships and Grants. IAC shall seek sponsorships and grants for the Programs, Exhibitions and Events. Fifty percent (50%) of any sponsorship received by IAC related to the Art Center shall be remitted to the City within thirty (30) days of receipt of such sponsorship. All grants received by IAC for use at the Art Center and the remaining fifty percent (50%) of sponsorship revenue retained by IAC shall be used in the Art Center; provided, however, IAC shall seek the approval of the City for any sponsorship that includes naming rights of City structures or improvements within or about the Art Center, which approval may be withheld in the City's sole discretion. The City acknowledges and agrees that this Agreement shall not be interpreted to require IAC to utilize grants and sponsorships for the Art Center unless such grant and sponsorship was specifically provided to IAC for use at the Art Center. Sponsorships and grants provided to IAC for general use related to the City shall be used as directed by the terms and conditions of such sponsorship and grants. The City acknowledges and agrees that nothing herein shall be interpreted to include any revenue or sponsorships that are related to IAC's Broad Ripple campus or any other campus that IAC may open, operate or establish during the term – the intent of this Agreement exclusively relates to IAC's operations related to the City.

i. Rentals. Subject to the Reserved Rights, IAC shall be entitled to rent the Art Center, Theater and Common Areas for private events (individually or collectively, "Private Rentals"). The schedule of fees for Private Rentals shall be annually approved by the City. IAC shall be responsible for managing and overseeing all Private Rentals, and IAC shall cause all renters to execute the Private Rental Agreement. IAC shall provide the City notice of any Private Rental not less than thirty (20) days prior to the Private Rental; provided, however, IAC may seek written approval of City for Private Rentals upon less than twenty (20) days' prior notice, which approval the City may grant in its reasonable discretion. In the absence of such notice, IAC shall seek approval from the City for the Private Rental. The term "Private Rental" shall not be interpreted to include City Reserved Events.

j. Marketing. IAC shall develop marketing materials, promotional materials and branding and media strategies for Programs, Theater Programming and Exhibitions in and about the Art Center (individually or collectively, "Marketing Materials"). The Marketing Materials for the Art Center shall include information concerning Priority Registration. IAC shall coordinate with the City to enable the City to assist IAC with disseminating Marketing Materials throughout Fishers and the greater Indianapolis area.

k. Food and Beverage. IAC shall determine the food and beverage options available within the Arts Center. IAC shall be exclusively responsible for obtaining, selling and/or providing food and beverages, except for food and beverages served at City Reserved Events (as defined in Section 9(A)). IAC shall obtain and maintain all permits necessary for selling food and beverages consistent with the Laws; provided however, the City and IAC shall mutually determine how to equitably apportion between the City and IAC the cost of (A) any such permit; and (B) dramshop insurance necessary to adequately protect the City and IAC from Claims associated with the service of alcoholic beverages. Provided that demand for alcohol within the Arts Center is sufficient to warrant a dedicated liquor license for the space, the City shall work

with IAC to obtain the most appropriate license based on advice of counsel specializing in Indiana law governing liquor licenses.

l. General. For purposes of this Agreement, Sections 2(A) – (K) shall constitute the "Services". IAC shall offer and provide the Services consistent with the Laws and in a safe, careful and reputable manner that enhances the goodwill of IAC and the City. IAC shall use the Art Center to deliver the Services and for no other purpose, without the prior written consent of the City. IAC shall be solely responsible for all costs and expenses resulting from performing the Services and satisfying its other obligations included herein. The City shall not be liable for IAC's costs and expenses delivering the Services or satisfying its other obligations included herein.

3. CITY'S OBLIGATIONS. In consideration and as a material inducement for IAC providing the Services and satisfying its other obligations included herein, the City shall satisfy each of the following:

a. Arts Center Condition. City shall construct and provide the Arts Center to IAC in a clean, orderly condition that complies with the Laws (as defined below) and allows IAC to perform the Services. Additionally, the City shall provide IAC Seventy-Five Thousand and no/100 Dollars ($75,000.00) to acquire equipment, tools furniture and fixtures that allow IAC to provide the Services (the "FF&E Budget"). The City and IAC shall agree, in their commercially reasonable discretion, on the personal property to be acquired with the FF&E Budget and the price to be paid for each item. Notwithstanding the foregoing or anything included herein to the contrary, the Parties acknowledge and agree that the City shall not be responsible for providing tools, supplies or equipment, other than the City FF&E, needed for IAC to provide the Services. Moreover, IAC shall be liable for any cost or expense resulting from IAC Parties' damage or destruction of the City FF&E, the Arts Center or the Building, ordinary wear and tear excepted.

b. **Utilities**. The City shall provide, without limitation and at the City's sole cost and expense, heating, ventilation, air conditioning, electricity, WiFi network and trash removal (collectively, the "Utilities"). The City shall maintain and repair the Utilities, as applicable, at is sole cost and expenses.

c. Accessibility. The City shall provide IAC means of access to the Art Center on a twenty-four hour, per day, seven days a week basis. IAC shall provide City a list of all IAC Personnel who have controlled access (keys, fobs, passcodes, etc.) to the Art Center. No IAC Personnel shall possess a key, fobs, passcodes or other forms of access to the Art Center unless the City has been notified in writing, in advance. Without approval or invitation of the City, neither IAC nor IAC Personnel shall enter or access the areas of the Building reserved for municipal uses (generally, floors 2-3 of the Building).

d. Marketing Assistance. The City shall publish Marketing Materials in its publications, on social media accounts and on other mediums used by the City. The number and types of publications in which the Marketing Materials are published, and the information

provided by the City with respect to the Marketing Materials, shall be determined in the sole discretion of the City.

e. City Contact. The City shall provide IAC with a point of contact for the City that is continuously responsive to IAC (the "City Contact"). The initial City Contact is Jordin Alexander and such City Contact shall not change without prior written notice to IAC.

4. TERM. The initial term of this Agreement shall be for one hundred twenty (120) months beginning on the Opening Date and terminating one hundred and twenty (120) months thereafter, subject to Early Termination pursuant to Section 11 (the "Initial Term"). For purposes of this Agreement, "Opening Date" shall mean the first day on which the Art Center is open to the public for use consistent with this Agreement. The City and IAC may mutually agree to extend the Initial Term up to two (2) additional sixty (60) month terms (each a "Renewal Term," and together with the Initial Term, the "Term") on substantially similar terms as this Agreement; provided however, any Renewal Term shall require the written, mutual agreement of the Parties. Upon conclusion of the Term, IAC shall promptly remove its Personal Property (as defined in Section 12) from the Building. The Parties acknowledge and agree that Personal Property remaining within or about the Building for more than forty-five (45) days following conclusion of the Term or any Renewal Term shall be deemed the sole and exclusive property of the City.

5. FINANCES & OPEN BOOKS. For each IAC Fiscal Year (currently September 1st - August 31st) during the Term, IAC shall maintain detailed books and records (sources and uses) for IAC's delivery of the Services and satisfaction of its obligations included herein (the "Books and Records"). The Books and Records shall be specific to the Art Center and shall not include information related to IAC's Broad Ripple site or other sites, except to the extent sources are generally provided to IAC for its operations in both the Art Center and other IAC sites. IAC shall provide the Books and Records, which shall include cumulative records for each IAC Fiscal Year, to the City for its review (a) within thirty (30) business days of the conclusion of each month during the Term (each, a "Report Date"); and (b) within ten (10) business days of written request by the City. Upon City's receipt of the Books and Records in the month immediately following the end of the IAC Fiscal Year, the City shall cause an audit or review of the Books and Records by a nationally recognized certified public accountant, as determined by the City in its reasonable discretion. The auditor shall not be paid on a contingency fee basis. The results of such audit or review shall be promptly provided by the City to IAC, with any discrepancies specifically identified. For the avoidance of doubt, it shall be a material default for IAC to intentionally comingle Art Center funds with funds resulting from or related to IAC's other sites or to utilize Art Center funds to pay expenses, administrative or otherwise, related to or resulting from IAC's other sites.

6. IAC CONTRIBUTION. Beginning on first Report Date following the Opening Date, and continuing on each subsequent Report Date thereafter, IAC shall pay to the City thirty percent (30%) of IAC's Profit derived from the Services and completing its other obligations included herein (the "IAC Contribution") during the previous quarter. For purposes of this Agreement, "Profit" shall mean the positive difference, if any, between IAC's sources and uses as reported in the Books and Records. Notwithstanding the foregoing, for any Private Rental or sponsorship, IAC shall pay to the City fifty percent (50%) of the amount paid to IAC, and such source of revenue

shall not be included in the calculation of the IAC Contribution (for the avoidance of doubt, the 50% of sponsorships or Private Rentals that IAC retains shall not be counted in the calculation of Profit). The Parties acknowledge and agree that the intended use of the Profit is reinvestment in the arts within the City, and the City shall establish a program for reinvestment of the IAC contribution.

7. JANITORIAL. IAC shall be exclusively liable for large trash removal, daily cleaning, janitorial services, and sanitizing the Art Center, except for Common Areas. The City shall be exclusively liable for all janitorial services related to the Common Areas and for small trash and debris removal.

8. MEMBERSHIP. IAC and the City shall mutually determine and establish a comprehensive membership program for the Arts Center that allows persons purchasing a membership to IAC to receive a uniform set of rights and privileges at the published rate for such membership, including, without limitation, reduced fees, if applicable, for Programs and Exhibitions and access to both the Art Center and IAC's Broad Ripple site (and any additional IAC site that is generally held open to the public). For the avoidance of doubt, this Section 8 shall not be interpreted to proscribe (a) specific benefits of membership; or (b) that all Programs and Exhibitions are at set price but shall be interpreted to require IAC to provide uniform membership package(s) (same rights and privileges) at uniform, published price(s).

9. CITY'S RESERVED RIGHTS. Notwithstanding IAC's operation of the Art Center and provision of Services hereunder, the City specifically reserves the right perform or cause to be performed the following:

a. Reservations. The City shall be entitled to reserve the Theater and/or Common Area within the Art Center for up to thirty-six (36) events (individually or collectively, the "City Reserved Event(s)") during each twelve (12) month period of the Term or any Renewal Term, in addition to the City Council's monthly meetings which the Parties acknowledge and agree shall occur in the Theater. For each twelve (12) month period of the Term or any Renewal Term, the City shall provide IAC a calendar of scheduled council meetings; however, the Parties acknowledge and agree that such meeting dates are subject to change. For City Reserved Events, City shall notify IAC of any such City Reserved Event as soon as is reasonably practical and in no event less than thirty (30) days; provided, however, City may seek written approval of IAC for City Reserved Rentals at any time, which approval the IAC may grant or deny in its reasonable discretion. The City shall generally be entitled to host the City Reserved Events on any date selected by the City if IAC has not entered into a written agreement for Theater Programming or a Private Rental that renders the portion of the Art Center unavailable for the City Reserved Event. For City Reserved Events or Council meetings, IAC shall not be liable for operating or overseeing the City Reserved Events or portions of the Art Center used for such City Reserved Events or Council meetings. For the avoidance of doubt, the term City Reserved Event shall not require the City or its bodies or commissions to use the theater or Common Area; rather, the City may authorize any entity or persons to use the Theater and/or Common Area for a City Reserved Event provided the City shall require such entity or person to enter into a Private Rental Agreement. The City shall clean the Theater and/or Common Area following each City Reserved Event.

b. Rental Schedules. Consistent with Section 2(H), the City shall annually approve the rental schedule of fees for Private Rentals. The City, in its sole discretion, shall similarly be entitled to waive all fees for City Rentals.

c. City Appointment. The City shall be entitled to appoint two (2) non-voting, advisory members to the IAC Board of Directors. Such advisory members shall serve at the pleasure of the Mayor of the City and shall be entitled to attend meetings of the IAC Board of Directors. All members of the IAC Board of Directors, including, without limitation, advisory members, shall be subject to the City's and IAC's requirements regarding confidentiality and conflicts of interest.

d. **Alterations**. The City shall have the right at any time, without notice to IAC, to control, change or otherwise alter the Arts Center in such manner as it deems necessary or proper; provided, however, IAC may terminate this Agreement if such alteration substantially decreases the size of the Arts Center and prohibits IAC from providing the Services ("Negative Alterations"). Notwithstanding the foregoing, the City shall provide IAC with at least ninety (90) days prior notice of any such Negative Alterations; provided, however, such ninety (90) day notice requirement may be reduced by the City in response to an emergency to the extent necessary to avoid damage to persons or property.

(individually or collectively, Sections 9(a)-8(d), the "City's Reserved Rights").

10. COMMUNITY ART GROUPS. IAC shall endeavor to effectively communicate and seek input from the Fishers Art & Cultural Commission ("FACC"), Nickel Plate Arts and Fishers Arts Council concerning IAC's provision of Services by meeting with such groups or their members during the Term and any Renewal Term. Additionally, the City shall appoint one (1) representative of the IAC to the FACC which representative shall routinely attend meetings of the FACC.

11. EARLY TERMINATION – MATERIAL DEFAULT.

a. Immediate Termination. Either Party may immediately terminate this agreement upon written notice if the other Party engages in gross misconduct (notwithstanding whether such conduct concerns the subject of this Agreement). Either Party may immediately terminate this agreement upon written notice to the other Party if it becomes generally known that the applicable Party is insolvent, plans to make a general assignment for the benefit of creditors, is expected to file a voluntary petition of bankruptcy, suffers or permits the appointment of the receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, dissolved or liquidated, voluntarily or otherwise.

b. Termination for Material Default. Subject to the Cure Period (as defined herein below), in the event of Material Default, the non-defaulting Party may terminate this Agreement upon sixty (60) days' written notice; provided, however, prior to termination for

Material Default, the non-defaulting Party shall provide the other Party specific notice and the right to meet and discuss such default ("Default Notice"). If the defaulting Party fails to respond to the Default Notice, or if the non-defaulting Party determines, in its reasonable discretion that the material breach cannot or will not be cured during the Cure Period, the non-defaulting Party may terminate this Agreement. For purposes of this Agreement, it shall be an "Material Default" if either Party materially fails to perform or observe any material term or condition of this Agreement to be performed or observed by it. "Cure Period" shall mean a period of: (i) ten (10) days after written notice of such default in the case of any monetary default; and (ii) thirty (30) days after a Party failing to perform or observe any other term or condition of this Agreement to be performed or observed by it receives written notice specifying the nature of the default; provided that, if such default is of such a nature that it cannot be remedied within thirty (30) days, despite reasonably diligent efforts, then the thirty (30) day cure period shall be extended as may be reasonably necessary for the defaulting Party to remedy the default, so long as the defaulting Party: (A) commences to cure the default within the thirty (30) day period; and (B) diligently pursues such cure to completion; provided that in no event shall a Cure Period extend more than one hundred twenty (120) days after the date of the default. Notwithstanding the foregoing or anything included herein to the contrary, a Party shall not be entitled to a Cure Period for the same Material Default more than one (1) time during a twenty-four (24) month period.

c. General Remedies. Subject to the Cure Period, whenever a Material Default occurs, the non-defaulting Party may take whatever actions at law or in equity are necessary or appropriate to: (i) collect any payments due under this Agreement; (ii) protect the rights granted to the non-defaulting Party under this Agreement; or (iii) enforce the performance or observance by the defaulting Party of any term or condition of this Agreement (including, without limitation, the right to specifically enforce any such term or condition). If the non-defaulting Party incurs any costs or expenses in connection with exercising its rights and remedies under, or enforcing, this Agreement, then the defaulting Party shall reimburse the non-defaulting Party for all such costs and expenses, together with interest at the Applicable Rate. For purposes of this Agreement, "Applicable Rate" means the prime rate of interest, as reported in the *Wall Street Journal* plus four percent (4%) per annum.

d. No Remedy Exclusive; Limitation. No right or remedy herein conferred upon, or reserved to, a non-defaulting Party is intended to be exclusive of any other available right or remedy, unless otherwise expressly stated; instead, every such right or remedy shall be cumulative and in addition to every other right or remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission by a non-defaulting Party to exercise any right or remedy upon any Material Default shall impair any such right or remedy, or be construed to be a waiver thereof, and any such right or remedy may be exercised from time to time, and as often as may be deemed to be expedient. To entitle a non-defaulting Party to exercise any of its rights or remedies, it shall not be necessary for the non-defaulting Party to give notice to the defaulting Party, other than such notice as may be required by this Agreement or by the Laws. In no event shall any Party hereunder be liable to the other for punitive or consequential damages as a consequence of a Material Default by such Party.

12. RELEASE, WAIVER AND AGREEMENT TO HOLD HARMLESS. IAC acknowledges and agrees that use of the Arts Center involves certain risk and that injury, death, property damage or other harm could occur to IAC, IAC Personnel, its employees, representatives, agents, participants in its Programs, invitees or others (the "IAC Parties"). IAC hereby accepts and voluntarily incurs and assumes all risks of any injuries, damages, or harm, including, without limitation, to the IAC Parties and to Personal Property (for purposes of this Agreement "Personal Property" shall include, without limitation, supplies, computers, equipment, devices, vehicles, electronics, software, sensors, data in any form, documents and all other forms of personal property in or about the Arts Center) whether owned by IAC or third-parties using the Arts Center that arises or results from IAC's use of the Designated Spaces (as defined herein below) within the Arts Center, except to the extent caused solely by the gross negligence or willful misconduct of the City Released Parties (defined below). For purposes of this Agreement, the term "Designated Spaces" shall mean all areas of the Art Center (1st floor of the Building), except for the (a) Common Area, and (b) Theater; provided, however, the Theater shall be a part of the "Designated Spaces" when (i) used by IAC; and (ii) not subject to a Private Rental Agreement.

13. RESPONSIBILITY. Notwithstanding anything included herein to the contrary, the Parties acknowledge and agree that (a) IAC shall be exclusively and continuously responsible for the Designated Spaces, including, without limitation that IAC shall (i) when not in use, lock the doors to the Designated Spaces and take other reasonable steps to secure the Designated Spaces and the Personal Property, (ii) keep and maintain in good working order all security and safety devices installed in the Designated Spaces by or for the benefit of IAC (such as locks, and burglar alarms), (iii) monitor and oversee the conduct of all IAC Personnel, Program attendees, visitors and invitees in the Designated Space, and (iv) cooperate with City on safety matters; (b) IAC shall oversee, monitor and enforce the terms of the Private Rental Agreement when renting the Art Center or portions thereof pursuant to the Private Rental Agreement; and (c) the City shall be responsible for monitoring and overseeing the Common Areas and the Theater, except for those times during which the Theater is part of the Designated Space or the Theater and/or portion of the Common Areas is subject to a Private Rental Agreement.

14. INDEMNIFICATION. Each Party shall indemnify and hold harmless the other Party's Released Parties from and against any and all Claims arising from or connected with: (i) breaches by such Party under contracts to which it is a party; (ii) the negligence or willful misconduct of such Party; or (iii) the breach by such Party of any term or condition of this Agreement. For purposes of this Agreement, "Claims" shall mean claims, liabilities, damages, injuries, losses, liens, costs, and/or expenses (including, without limitation, reasonable attorneys' fees); provided that in no event shall Claims include consequential or punitive damages; and "Released Parties" shall mean the applicable Party and its related bodies, employees, officers, agents or insurers. Notwithstanding the foregoing or anything contained herein to the contrary, IAC acknowledges and agrees that that City is an Indiana municipal corporation subject to Indiana's Tort Claim Act ("INTCA"), and City's liability to indemnify and save harmless IAC for Claims subject to the INTCA shall be limited to the maximum amount of City's financial exposure under the ITNCA.

15. LATE CHARGES. IAC acknowledges that the City shall incur certain additional unanticipated administrative and legal costs and expenses if IAC fails to pay timely any payment required hereunder. Therefore, in addition to the other remedies available to the City hereunder, if any payment required to be paid by IAC to the City becomes overdue by more than ten (10) days following written notice by the City to IAC, such unpaid amount shall bear interest at the Applicable Rate from the date due until paid.

16. CONFIDENTIALITY/NO DISPARAGEMENT. IAC acknowledges that it may be provided certain confidential nonpublic trade secrets, ideas, samples, models, processes, techniques, methods, drafts, know-how, business information, financial information, research, developmental information, client lists, prospect lists, marketing plans and other similar types of information (individually or collectively, "Confidential Information"). IAC shall exclusively use Confidential Information for the purpose of performing and assisting in the performance of the Services. IAC shall keep all Confidential Information and not disclose any of the same, or any details thereof, or any information relating thereto or derived or developed therefrom, to any third party, without the City's prior written consent. Upon conclusion of the Term, IAC shall return to City all Confidential Information. This provision shall survive termination of this Agreement. Moreover, at no time shall IAC make any statements, or take any other actions whatsoever, to disparage, defame, sully or compromise the goodwill, name, brand or reputation of the City or any boards, commissions or affiliates thereof. Violation of this provision during the Term may be deemed a Material Default, in City's sole discretion.

17. COMPLIANCE WITH LAWS. During the Term and any Renewal Term, IAC shall fully comply with the Laws while delivering the Services. For purposes of this Section 16, "Laws" shall mean all applicable laws, statutes, and/or ordinances, and any applicable governmental or judicial rules, regulations, guidelines, judgments, orders, and/or decrees, including, without limitation, the Americans with Disabilities Act, as amended. Moreover, IAC acknowledges and agree that the City must comply with the Laws, including, without limitation, Indiana's Access to Public Records Acts, Ind. Code § 5-14-3 *et. seq*. and in so complying the City shall disclose the contents of this Agreement and the exhibits attached hereto.

18. IAC CERTIFICATIONS. IAC represents and warrants to the City Body that: (A) it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. IAC agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and IAC will state, in all solicitations or advertisements for employees placed by or on behalf of IAC, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin; and (B) it understands and agrees that terms defined in IND. CODE § 22-5-1.7 *et seq*. are adopted and incorporated into this Section, and pursuant to IND. CODE § 22-5-1.7 *et seq*., IAC covenants to enroll in and verify the work eligibility status of all of its employees using the E-Verify program, if it has not already done so as of the Execution Date. Within ten (10) days after the Effective Date, IAC shall execute the affidavit included as **Exhibit E** affirming that: (Y) it is enrolled and is participating in the E-Verify program; and (Z) it does not knowingly employ any unauthorized aliens. In support of the affidavit, IAC shall provide City with documentation that it has enrolled and is

participating in the E-Verify program. This Agreement shall not take effect until said affidavit is signed by IAC and delivered to the City.

19. FORCE MAJEURE. Notwithstanding anything to the contrary set forth herein, if either Party is delayed in, or prevented from, observing or performing any of its obligations under, or satisfying any term or condition of, this Agreement as a result of Force Majeure, then: (a) the Party asserting Force Majeure shall deliver written notice to the other Party as soon as practical; (b) such observation, performance, or satisfaction shall be excused for the period of days that such observation, performance, or satisfaction is delayed or prevented; and (c) the deadlines for observation, performance, and satisfaction, as applicable, shall be extended for the same period. For purposes hereof, "Force Majeure" means an event or circumstance beyond the reasonable control of the claiming Party, and not substantially caused by the other Party, and includes, but is not limited to, acts of God (including hurricane or tropical storm), war, riot, fire, explosion, accident, flood, sabotage, lack of adequate fuel, power, raw materials, labor, facility malfunctions caused by circumstances beyond the reasonable control of the claiming Party and not resulting from improper maintenance, pandemics, epidemics, or any other event beyond the reasonable control of the claiming Party that prevents the completion, commencement of operations, or operation of IAC's services hereunder. Notwithstanding the foregoing or anything included herein to the contrary, the inability to pay money when due, for whatever reason, or financial insolvency is expressly excluded from Force Majeure.

20. ASSIGNMENT. The rights and obligations contained in this Agreement may not be assigned by IAC without the express prior written consent of City, which consent may be withheld in the City's sole discretion.

21. IAC INSURANCE. At all times during the Term, IAC shall purchase and maintain in full force and effect commercial general liability insurance on an occurrence basis (as opposed to claims made) with limits of liability not less than $1,000,000.00 each occurrence and $2,000,000 general policy aggregate (the "Policy"). Upon request by the City, IAC shall, within three (3) business days of such request, provide the City certificates evidencing the Policy.

22. LICENSE FOR USE. IAC hereby acknowledges and agrees that this Agreement provides IAC a license for use of the Arts Center and does not convey or confer a property right, including, without limitation, a leasehold interest. For the avoidance of doubt, IAC's license under this Agreement shall be irrevocable except as expressly provided herein.

23. NOTICES. Any notice required or permitted to be given by any Party to this Agreement shall be in writing, and shall be given (and deemed to have been given) when: (a) delivered in person to the other Party; (b) three (3) days after being sent by U.S. Certified Mail, Return Receipt Requested; or (c) the following business day after being sent by national overnight delivery service, with confirmation of receipt, addressed as follows: to the City at City of Fishers, 1 Municipal Drive, Fishers, Indiana 46038 Attn: Chris Greisl, City Attorney, with a copy to: Jennifer Messer (via email) at jennifercmesserlaw@gmail.com; and to IAC at Indianapolis Art Center, 820 E. 67th Street, Indianapolis, Indiana 46220, Attn: Mark Williams, President and Executive Director, with a copy to: Jonathan Polak (via email) at

jpolak@taftlaw.com. Each of the Parties may change its address for notice from time to time by delivering notice to the other Party as provided above.

24. RULES. IAC shall comply with and obey all reasonable directions, rules and regulations of City, including, without limitation, the Rules attached hereto as **Exhibit F**, which Rules may be amended from time to time, provided such amendments do not materially increase IAC's responsibilities, or materially decrease the City's responsibilities, hereunder.

25. MISCELLANEOUS. This Agreement shall inure to the benefit of, and be binding upon, City and IAC, and their respective successors and assigns; provided, however, either party may only assign this Agreement upon written approval of the non-assigning party. This Agreement may be signed in one or more counterparts, each of which shall constitute one and the same instrument. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana. IAC waives, to the extent permitted under applicable law: (a) the right to a trial by jury; and (b) any right IAC may have to: (i) assert the doctrine of "forum non conveniens"; or (ii) object to venue. This Agreement may be modified only by a written agreement signed by City and IAC. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. All Exhibits to this Agreement are attached hereto and incorporated herein by reference. Time is of the essence in this Agreement. If any provision of this Agreement or application to any Party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu of such invalid or unenforceable provision, there will be added to this Agreement a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the Parties and still be valid and enforceable. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions. Nothing contained in this Agreement shall be construed to create a partnership, joint venture or employment relationship between IAC and City or their successors in interest. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Art Center is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.

25. EXHIBITS.

Exhibit A: Pre-Opening Schedule
Exhibit B Programs

Exhibit C: Private Rental Agreement
Exhibit D: FF&E
Exhibit E: E-Verify Affidavit
Exhibit F: Rules

[signatures on following pages]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

Indianapolis Art Center, Inc.	City of Fishers, Hamilton County, Indiana
_____	_____
(signature)	Scott Fadness, Mayor
By: _____	
(printed)	
Its: _____	
(printed)	

EXHIBIT A - PROGRAMS

EXHIBIT B – SCHEDULE OF PROGRAMS

EXHIBIT C – PRIVATE RENTAL AGREEMENT

[*included on following page*]

E-VERIFY AFFIDAVIT

_____ ("**Affiant**"), the _____ of the Indianapolis Art Center, Inc., an Indiana nonprofit corporation ("**IAC**"), effective as of _____, 2022 (the "**Effective Date**"), hereby certifies and affirms the following on behalf of IAC:

1. IAC is enrolled in and is participating in the E-Verify program;

2. IAC does not knowingly employ any unauthorized aliens; and

3. Simultaneously with this E-Verify Affidavit, Contactor has provided documentation that it has enrolled and is participating in the E-Verify program.

Under penalties of perjury, Affiant swears that (a) Affiant has examined this E-Verify Affidavit on behalf of IAC and (b) it is true, correct and complete, and Affiant further declares that Affiant has the authority to sign this E-Verify Affidavit on behalf of IAC.

AFFIANT: _____
(printed)

_____
(signed)

_____
(date)

EXHIBIT E - RULES

1. IAC shall not do or permit anything to be done in or about the Arts Center that will in any way cause a nuisance, obstruct or interfere with the rights of other IACs or occupants of the Building or injure them. IAC shall not use the Arts Center, nor allow the Arts Center to be used in a manner that would invalidate or increase the premium for any insurance policy carried by the City on the Arts Center.

2. IAC shall not permit or make material or structural alterations in or to the Arts Center.

3. No sign, lettering, picture, notice or advertisement shall be placed on any outside or public corridor window or door or in a position to be visible from the public corridor or outside the Building.

4. Sidewalks, entrances, passages, courts, corridors, halls, elevators and stairways in and about the Building or elsewhere on the Building shall not be obstructed nor shall objects be placed against glass partitions, doors or windows which would be unsightly from the Building's corridors or from the exterior of the Building.

5. Except for service animals, no animals or pets shall be brought or permitted to be in the Building or the Designated Spaces or kept elsewhere on or about the Building.

6. IAC shall not waste electricity or water.

7. IAC shall not utilize the Building in any manner which would overload the standard heating, ventilating or air conditioning systems of the Building or those exclusively servicing the Building.

8. IAC shall not permit the use of any apparatus for sound production or transmission in such manner that the sound so transmitted or produced shall be audible or vibrations shall be detectable beyond the Building.

9. IAC shall not utilize any electronic, radio wave, microwave or other transmitting, receiving or amplification device which would disturb or interfere with any other IAC of the Building or the operation of the Building generally.

10. IAC shall not utilize any equipment or apparatus in such manner as to create any magnetic fields or waves which adversely affect or interfere with the operation of any systems or equipment on or about the Building.

11. IAC shall keep all electrical and mechanical apparatus free of vibration, noise and air waves which may be transmitted beyond the Building.

12. No locks or similar devices shall be attached to any door other than those installed by the City.

13. IAC assumes full responsibility of protecting the Designated Space from theft, robbery and pilferage.

14. Only machinery or mechanical devices of a nature directly related to IAC's Programs shall be placed or used in the Building and the installation and use of all such machinery and mechanical devices is subject to the other rules contained in this Agreement.

15. IAC shall not in any manner deface or damage any portion of the Building.

16. IAC shall not distribute literature, flyers, handouts or pamphlets of any type in any of the Common Areas or to any other part of the Building or in any parking or other common area serving the Building without the City's consent.

17. In no event shall IAC use, sell or serve, or permit the use, sale or service of tobacco products in or about the Arts Center or elsewhere in the Building.

18. IAC shall not permit objectionable odors or vapors to emanate from the Arts Center

19. IAC shall not place a load upon any floor of the Arts Center exceeding the floor load capacity for which such floor was designed or allowed by law to carry.

Board Action Form

MEETING DATE	December 27, 2023			
TITLE	Resolution Approving Professional Services and Operating Agreement (Indianapolis Art Center)			
SUBMITTED BY	Name & Title: Ashley Elrod, Director of Public Relations Department:			
MEETING TYPE	☐Work Session ☐Executive	☒Regular	☐Special	☐Retreat
AGENDA CLASSIFICATION	☐Consent	☐Ordinance	☒Resolution	☒Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒1st Reading	☒2nd Reading	☐Public Hearing	☒3rd Reading
	Ordinance #:		Resolution #: R122723B	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. Check all applicable boxes pertaining to contracts)	☒Contract **required** for this item		☐Signed copy of contract attached	
	☐Seeking award or other scenario & **will provide contract** at a later date		☐ **No contract** for this item	
	☐Contract **over** $50,000 Please mark the box in the other column that pertains to this contract.		☒ Services ☒ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐Document **must** be recorded with the County Recorder's Office ☐Wait 31 days **prior to** filing with the County Recorders' Office		☒ Document **does not need** recorded with the County Recorder's Office	

Form Revised: 08222017

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Board Action Form

MEETING DATE	December 27, 2023			
TITLE	Resolution Approving Professional Services and Operating Agreement (Indianapolis Art Center)			
SUBMITTED BY	Name & Title: Ashley Elrod, Director of Public Relations Department:			
MEETING TYPE	☐Work Session ☐Executive	☒Regular	☐Special	☐Retreat
AGENDA CLASSIFICATION	☐Consent	☐Ordinance	☒Resolution	☒Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒1st Reading	☒2nd Reading	☐Public Hearing	☒3rd Reading
	Ordinance #:		Resolution #: R122723B	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. Check all applicable boxes pertaining to contracts)	☒Contract **required** for this item		☐Signed copy of contract attached	
	☐Seeking award or other scenario & **will provide contract** at a later date		☐ **No contract** for this item	
	☐Contract **over** $50,000 Please mark the box in the other column that pertains to this contract.		☒ Services ☒ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐Document **must** be recorded with the County Recorder's Office ☐Wait 31 days **prior to** filing with the County Recorders' Office		☒ Document **does not need** recorded with the County Recorder's Office	

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PROFESSIONAL SERVICES AND OPERATING AGREEMENT

This Professional Services and Operating Agreement ("Agreement") is entered into this _____ day of _____, 2023 (the "Effective Date") by and between the Indianapolis Art Center, Inc., an Indiana nonprofit corporation ("IAC"), and the City of Fishers, Hamilton County, Indiana ("City" and together with IAC, the "Parties" or individually, each a "Party") pursuant to the following terms and conditions:

1. PURPOSE OF AGREEMENT. The purpose of this Agreement is for IAC to (a) use, oversee, operate and program the Fishers Art Center (the "Art Center") to be developed and constructed on the first (1st) floor of a municipal building to be located at and about 1 Municipal Drive, Fishers, Indiana, 46038 (the "Building"); and (b) in some instances, as mutually agreed between the Parties, program and operate the theater and Common Area of the Art Center, all pursuant to and consistent with this Agreement. For purposes of this Agreement, "Common Area" shall mean, individually or collectively, areas of the Building held open to occupants and visitors of the Building and not otherwise exclusively dedicated to the use of IAC, including, without limitation, exhibition space, green spaces, lobbies, corridors, stairways, parking lots, elevators, restrooms and areas of ingress and egress to the Arts Center (individually or collectively, the "Common Area").

2. IAC's OBLIGATIONS. In consideration and as a material inducement for the City providing IAC space within the Art Center and completing its other obligations included herein, IAC shall, consistent with and pursuant to its mission to "inspire creative expression in all people" and its vision to "build an inclusively united community through art by inspiring a better, stronger, and more culturally vibrant environment for all", be responsible for each of the following:

a. Pre-Opening. IAC and the City shall cooperate in good faith to determine a mutually acceptable schedule of events and items (the "Pre-Opening Schedule") to be completed prior to, and in preparation for, the Arts Center opening to the public. IAC and the City, as applicable, shall complete and/or implement each of the items as set forth in the Pre-Opening Schedule.

b. Full-Service Operator. IAC shall serve as a full-service operator of the Art Center, and the Art Center, subject to the terms of this Agreement, shall be generally open and operational every day of the week as follows: Monday – Friday 9 a.m. – 10 p.m.; Saturday 9 a.m. to 6 p.m.; and Sunday 12 p.m. to 6 p.m.; provided, however, (i) the Parties may mutually agree to different days, hours of operation, and closures, (ii) the Art Center shall be closed on all nationally recognized holidays, and (iii) IAC may adjust the schedule of the Art Center to align with the standard schedule of IAC's Broad Ripple location; provided, however, if IAC materially reduces its hours of operation pursuant to this subsection (iii) without the mutual agreement of the City, the City shall be entitled to terminate this Agreement. A concierge shall be provided by IAC to staff the welcome desk within the Art Center during the Art Center's hours of operation. Notwithstanding the foregoing, the City may from time-to-time request that IAC open the Art Center on various nationally recognized holidays, in a limited-operations capacity, to allow members to view various art exhibits located in the Art Center ("Limited Operations

Requests"). IAC shall endeavor in good faith to comply with reasonable Limited Operations Requests.

c. Programming. IAC shall develop, offer, operate and oversee all programs, classes and seminars within the Art Center (individually or collectively, the "Programs"). IAC and the City shall work together in good faith to develop a general schedule of Programs with themes and topics consistent with programs offered at IAC's Broad Ripple campus and offered at times and in quantities consistent with IAC's operation at its Broad Ripple campus. Additionally, an array of diverse Programs shall be offered that are appropriate for varying skill levels and age groups and that occur for varying durations of time (e.g. semester classes, mini-term classes, and make-it-take-it classes).

d. IAC Personnel. IAC shall screen (including, without limitation, performing background checks), employ or contract with, oversee and manage all IAC Personnel. For purposes of this Agreement, "IAC Personnel" shall mean any employee, contractor or volunteer providing any portion of the Services (as defined herein below) at the Art Center. As part of IAC's personnel, IAC shall provide the City with a point of contact for IAC that is continuously responsive to the City. The initial IAC point of contact is _____, and such point of contact shall not change without written notice to the City.

e. Administration. IAC shall administer all Programs, including, without limitation, registering participants and collecting fees for participants in the Programs. IAC shall develop a registration system and procedure that provide Fishers' residents priority when registering for Programs (the "Priority Registration").

f. Exhibitions. IAC shall recruit and/or host exhibitions, competitions and festivals that highlight the Art Center and promote art tourism and economic development in the City (the "Exhibitions"), which proposed Exhibitions shall be submitted to the Fishers Art & Cultural Commission for approval not less than three (3) months prior to the proposed date of such Exhibition. For the avoidance of doubt, an Exhibition shall not occur within or about the Art Center without the written approval of the Fishers Art & Cultural Commission (as defined in Section 3(E)), and IAC shall host at least four (4) Exhibitions during each twelve (12) month period of the Term or any Renewal Term.

g. Theater Programming. subject to the City's Reserved Rights (as defined in Section 9), IAC shall program the theater within the Art Center (the "Theater"), including without limitation, hosting performances, hosting discussions and panels, offering theatrical and other performing art classes ("Theater Programming") and hosting Private Rentals (as defined in Section 2(H) below). IAC shall cause all entities and groups operating within the Theater to enter into the Agreement For Use attached as **Exhibit C** (the "Private Rental Agreement"), subject to commercially reasonable edits and/or changes approved by IAC and the City's designated point of contact with respect to this Agreement (the "City POC") in their commercially reasonable discretion. As of the Effective Date, Jennifer Messer is the City POC. The City may designate a replacement City POC from time-to-time upon written notice to IAC.

h. Sponsorships and Grants. IAC shall seek sponsorships and grants for the Programs, Exhibitions and Events. Fifty percent (50%) of any sponsorship received by IAC related to the Art Center shall be remitted to the City within thirty (30) days of receipt of such sponsorship. All grants received by IAC for use at the Art Center and the remaining fifty percent (50%) of sponsorship revenue retained by IAC shall be used in the Art Center; provided, however, IAC shall seek the approval of the City for any sponsorship that includes naming rights of City structures or improvements within or about the Art Center, which approval may be withheld in the City's sole discretion. The City acknowledges and agrees that this Agreement shall not be interpreted to require IAC to utilize grants and sponsorships for the Art Center unless such grant and sponsorship was specifically provided to IAC for use at the Art Center. Sponsorships and grants provided to IAC for general use related to the City shall be used as directed by the terms and conditions of such sponsorship and grants. The City acknowledges and agrees that nothing herein shall be interpreted to include any revenue or sponsorships that are related to IAC's Broad Ripple campus or any other campus that IAC may open, operate or establish during the term – the intent of this Agreement exclusively relates to IAC's operations related to the City.

i. Rentals. Subject to the Reserved Rights, IAC shall be entitled to rent the Art Center, Theater and Common Areas for private events (individually or collectively, "Private Rentals"). The schedule of fees for Private Rentals shall be annually approved by the City. IAC shall be responsible for managing and overseeing all Private Rentals, and IAC shall cause all renters to execute the Private Rental Agreement. IAC shall provide the City notice of any Private Rental not less than thirty (20) days prior to the Private Rental; provided, however, IAC may seek written approval of City for Private Rentals upon less than twenty (20) days' prior notice, which approval the City may grant in its reasonable discretion. In the absence of such notice, IAC shall seek approval from the City for the Private Rental. The term "Private Rental" shall not be interpreted to include City Reserved Events.

j. Marketing. IAC shall develop marketing materials, promotional materials and branding and media strategies for Programs, Theater Programming and Exhibitions in and about the Art Center (individually or collectively, "Marketing Materials"). The Marketing Materials for the Art Center shall include information concerning Priority Registration. IAC shall coordinate with the City to enable the City to assist IAC with disseminating Marketing Materials throughout Fishers and the greater Indianapolis area.

k. Food and Beverage. IAC shall determine the food and beverage options available within the Arts Center. IAC shall be exclusively responsible for obtaining, selling and/or providing food and beverages, except for food and beverages served at City Reserved Events (as defined in Section 9(A)). IAC shall obtain and maintain all permits necessary for selling food and beverages consistent with the Laws; provided however, the City and IAC shall mutually determine how to equitably apportion between the City and IAC the cost of (A) any such permit; and (B) dramshop insurance necessary to adequately protect the City and IAC from Claims associated with the service of alcoholic beverages. Provided that demand for alcohol within the Arts Center is sufficient to warrant a dedicated liquor license for the space, the City shall work

with IAC to obtain the most appropriate license based on advice of counsel specializing in Indiana law governing liquor licenses.

l. **General**. For purposes of this Agreement, Sections 2(A) – (K) shall constitute the "Services". IAC shall offer and provide the Services consistent with the Laws and in a safe, careful and reputable manner that enhances the goodwill of IAC and the City. IAC shall use the Art Center to deliver the Services and for no other purpose, without the prior written consent of the City. IAC shall be solely responsible for all costs and expenses resulting from performing the Services and satisfying its other obligations included herein. The City shall not be liable for IAC's costs and expenses delivering the Services or satisfying its other obligations included herein.

3. **CITY'S OBLIGATIONS**. In consideration and as a material inducement for IAC providing the Services and satisfying its other obligations included herein, the City shall satisfy each of the following:

a. **Arts Center Condition**. City shall construct and provide the Arts Center to IAC in a clean, orderly condition that complies with the Laws (as defined below) and allows IAC to perform the Services. Additionally, the City shall provide IAC Seventy-Five Thousand and no/100 Dollars ($75,000.00) to acquire equipment, tools furniture and fixtures that allow IAC to provide the Services (the "FF&E Budget"). The City and IAC shall agree, in their commercially reasonable discretion, on the personal property to be acquired with the FF&E Budget and the price to be paid for each item. Notwithstanding the foregoing or anything included herein to the contrary, the Parties acknowledge and agree that the City shall not be responsible for providing tools, supplies or equipment, other than the City FF&E, needed for IAC to provide the Services. Moreover, IAC shall be liable for any cost or expense resulting from IAC Parties' damage or destruction of the City FF&E, the Arts Center or the Building, ordinary wear and tear excepted.

b. **Utilities**. The City shall provide, without limitation and at the City's sole cost and expense, heating, ventilation, air conditioning, electricity, WiFi network and trash removal (collectively, the "Utilities"). The City shall maintain and repair the Utilities, as applicable, at is sole cost and expenses.

c. **Accessibility**. The City shall provide IAC means of access to the Art Center on a twenty-four hour, per day, seven days a week basis. IAC shall provide City a list of all IAC Personnel who have controlled access (keys, fobs, passcodes, etc.) to the Art Center. No IAC Personnel shall possess a key, fobs, passcodes or other forms of access to the Art Center unless the City has been notified in writing, in advance. Without approval or invitation of the City, neither IAC nor IAC Personnel shall enter or access the areas of the Building reserved for municipal uses (generally, floors 2-3 of the Building).

d. **Marketing Assistance**. The City shall publish Marketing Materials in its publications, on social media accounts and on other mediums used by the City. The number and types of publications in which the Marketing Materials are published, and the information

provided by the City with respect to the Marketing Materials, shall be determined in the sole discretion of the City.

e. City Contact. The City shall provide IAC with a point of contact for the City that is continuously responsive to IAC (the "City Contact"). The initial City Contact is Jordin Alexander and such City Contact shall not change without prior written notice to IAC.

4. TERM. The initial term of this Agreement shall be for one hundred twenty (120) months beginning on the Opening Date and terminating one hundred and twenty (120) months thereafter, subject to Early Termination pursuant to Section 11 (the "Initial Term"). For purposes of this Agreement, "Opening Date" shall mean the first day on which the Art Center is open to the public for use consistent with this Agreement. The City and IAC may mutually agree to extend the Initial Term up to two (2) additional sixty (60) month terms (each a "Renewal Term," and together with the Initial Term, the "Term") on substantially similar terms as this Agreement; provided however, any Renewal Term shall require the written, mutual agreement of the Parties. Upon conclusion of the Term, IAC shall promptly remove its Personal Property (as defined in Section 12) from the Building. The Parties acknowledge and agree that Personal Property remaining within or about the Building for more than forty-five (45) days following conclusion of the Term or any Renewal Term shall be deemed the sole and exclusive property of the City.

5. FINANCES & OPEN BOOKS. For each IAC Fiscal Year (currently September 1st - August 31st) during the Term, IAC shall maintain detailed books and records (sources and uses) for IAC's delivery of the Services and satisfaction of its obligations included herein (the "Books and Records"). The Books and Records shall be specific to the Art Center and shall not include information related to IAC's Broad Ripple site or other sites, except to the extent sources are generally provided to IAC for its operations in both the Art Center and other IAC sites. IAC shall provide the Books and Records, which shall include cumulative records for each IAC Fiscal Year, to the City for its review (a) within thirty (30) business days of the conclusion of each month during the Term (each, a "Report Date"); and (b) within ten (10) business days of written request by the City. Upon City's receipt of the Books and Records in the month immediately following the end of the IAC Fiscal Year, the City shall cause an audit or review of the Books and Records by a nationally recognized certified public accountant, as determined by the City in its reasonable discretion. The auditor shall not be paid on a contingency fee basis. The results of such audit or review shall be promptly provided by the City to IAC, with any discrepancies specifically identified. For the avoidance of doubt, it shall be a material default for IAC to intentionally comingle Art Center funds with funds resulting from or related to IAC's other sites or to utilize Art Center funds to pay expenses, administrative or otherwise, related to or resulting from IAC's other sites.

6. IAC CONTRIBUTION. Beginning on first Report Date following the Opening Date, and continuing on each subsequent Report Date thereafter, IAC shall pay to the City thirty percent (30%) of IAC's Profit derived from the Services and completing its other obligations included herein (the "IAC Contribution") during the previous quarter. For purposes of this Agreement, "Profit" shall mean the positive difference, if any, between IAC's sources and uses as reported in the Books and Records. Notwithstanding the foregoing, for any Private Rental or sponsorship, IAC shall pay to the City fifty percent (50%) of the amount paid to IAC, and such source of revenue

shall not be included in the calculation of the IAC Contribution (for the avoidance of doubt, the 50% of sponsorships or Private Rentals that IAC retains shall not be counted in the calculation of Profit). The Parties acknowledge and agree that the intended use of the Profit is reinvestment in the arts within the City, and the City shall establish a program for reinvestment of the IAC contribution.

7. JANITORIAL. IAC shall be exclusively liable for large trash removal, daily cleaning, janitorial services, and sanitizing the Art Center, except for Common Areas. The City shall be exclusively liable for all janitorial services related to the Common Areas and for small trash and debris removal.

8. MEMBERSHIP. IAC and the City shall mutually determine and establish a comprehensive membership program for the Arts Center that allows persons purchasing a membership to IAC to receive a uniform set of rights and privileges at the published rate for such membership, including, without limitation, reduced fees, if applicable, for Programs and Exhibitions and access to both the Art Center and IAC's Broad Ripple site (and any additional IAC site that is generally held open to the public). For the avoidance of doubt, this Section 8 shall not be interpreted to proscribe (a) specific benefits of membership; or (b) that all Programs and Exhibitions are at set price but shall be interpreted to require IAC to provide uniform membership package(s) (same rights and privileges) at uniform, published price(s).

9. CITY'S RESERVED RIGHTS. Notwithstanding IAC's operation of the Art Center and provision of Services hereunder, the City specifically reserves the right perform or cause to be performed the following:

a. Reservations. The City shall be entitled to reserve the Theater and/or Common Area within the Art Center for up to thirty-six (36) events (individually or collectively, the "City Reserved Event(s)") during each twelve (12) month period of the Term or any Renewal Term, in addition to the City Council's monthly meetings which the Parties acknowledge and agree shall occur in the Theater. For each twelve (12) month period of the Term or any Renewal Term, the City shall provide IAC a calendar of scheduled council meetings; however, the Parties acknowledge and agree that such meeting dates are subject to change. For City Reserved Events, City shall notify IAC of any such City Reserved Event as soon as is reasonably practical and in no event less than thirty (30) days; provided, however, City may seek written approval of IAC for City Reserved Rentals at any time, which approval the IAC may grant or deny in its reasonable discretion. The City shall generally be entitled to host the City Reserved Events on any date selected by the City if IAC has not entered into a written agreement for Theater Programming or a Private Rental that renders the portion of the Art Center unavailable for the City Reserved Event. For City Reserved Events or Council meetings, IAC shall not be liable for operating or overseeing the City Reserved Events or portions of the Art Center used for such City Reserved Events or Council meetings. For the avoidance of doubt, the term City Reserved Event shall not require the City or its bodies or commissions to use the theater or Common Area; rather, the City may authorize any entity or persons to use the Theater and/or Common Area for a City Reserved Event provided the City shall require such entity or person to enter into a Private Rental Agreement. The City shall clean the Theater and/or Common Area following each City Reserved Event.

b. Rental Schedules. Consistent with Section 2(H), the City shall annually approve the rental schedule of fees for Private Rentals. The City, in its sole discretion, shall similarly be entitled to waive all fees for City Rentals.

c. City Appointment. The City shall be entitled to appoint two (2) non-voting, advisory members to the IAC Board of Directors. Such advisory members shall serve at the pleasure of the Mayor of the City and shall be entitled to attend meetings of the IAC Board of Directors. All members of the IAC Board of Directors, including, without limitation, advisory members, shall be subject to the City's and IAC's requirements regarding confidentiality and conflicts of interest.

d. **Alterations**. The City shall have the right at any time, without notice to IAC, to control, change or otherwise alter the Arts Center in such manner as it deems necessary or proper; provided, however, IAC may terminate this Agreement if such alteration substantially decreases the size of the Arts Center and prohibits IAC from providing the Services ("Negative Alterations"). Notwithstanding the foregoing, the City shall provide IAC with at least ninety (90) days prior notice of any such Negative Alterations; provided, however, such ninety (90) day notice requirement may be reduced by the City in response to an emergency to the extent necessary to avoid damage to persons or property.

(individually or collectively, Sections 9(a)-8(d), the "City's Reserved Rights").

10. COMMUNITY ART GROUPS. IAC shall endeavor to effectively communicate and seek input from the Fishers Art & Cultural Commission ("FACC"), Nickel Plate Arts and Fishers Arts Council concerning IAC's provision of Services by meeting with such groups or their members during the Term and any Renewal Term. Additionally, the City shall appoint one (1) representative of the IAC to the FACC which representative shall routinely attend meetings of the FACC.

11. EARLY TERMINATION – MATERIAL DEFAULT.

a. Immediate Termination. Either Party may immediately terminate this agreement upon written notice if the other Party engages in gross misconduct (notwithstanding whether such conduct concerns the subject of this Agreement). Either Party may immediately terminate this agreement upon written notice to the other Party if it becomes generally known that the applicable Party is insolvent, plans to make a general assignment for the benefit of creditors, is expected to file a voluntary petition of bankruptcy, suffers or permits the appointment of the receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, dissolved or liquidated, voluntarily or otherwise.

b. Termination for Material Default. Subject to the Cure Period (as defined herein below), in the event of Material Default, the non-defaulting Party may terminate this Agreement upon sixty (60) days' written notice; provided, however, prior to termination for

Material Default, the non-defaulting Party shall provide the other Party specific notice and the right to meet and discuss such default ("Default Notice"). If the defaulting Party fails to respond to the Default Notice, or if the non-defaulting Party determines, in its reasonable discretion that the material breach cannot or will not be cured during the Cure Period, the non-defaulting Party may terminate this Agreement. For purposes of this Agreement, it shall be an "Material Default" if either Party materially fails to perform or observe any material term or condition of this Agreement to be performed or observed by it. "Cure Period" shall mean a period of: (i) ten (10) days after written notice of such default in the case of any monetary default; and (ii) thirty (30) days after a Party failing to perform or observe any other term or condition of this Agreement to be performed or observed by it receives written notice specifying the nature of the default; provided that, if such default is of such a nature that it cannot be remedied within thirty (30) days, despite reasonably diligent efforts, then the thirty (30) day cure period shall be extended as may be reasonably necessary for the defaulting Party to remedy the default, so long as the defaulting Party: (A) commences to cure the default within the thirty (30) day period; and (B) diligently pursues such cure to completion; provided that in no event shall a Cure Period extend more than one hundred twenty (120) days after the date of the default. Notwithstanding the foregoing or anything included herein to the contrary, a Party shall not be entitled to a Cure Period for the same Material Default more than one (1) time during a twenty-four (24) month period.

c. General Remedies. Subject to the Cure Period, whenever a Material Default occurs, the non-defaulting Party may take whatever actions at law or in equity are necessary or appropriate to: (i) collect any payments due under this Agreement; (ii) protect the rights granted to the non-defaulting Party under this Agreement; or (iii) enforce the performance or observance by the defaulting Party of any term or condition of this Agreement (including, without limitation, the right to specifically enforce any such term or condition). If the non-defaulting Party incurs any costs or expenses in connection with exercising its rights and remedies under, or enforcing, this Agreement, then the defaulting Party shall reimburse the non-defaulting Party for all such costs and expenses, together with interest at the Applicable Rate. For purposes of this Agreement, "Applicable Rate" means the prime rate of interest, as reported in the *Wall Street Journal* plus four percent (4%) per annum.

d. No Remedy Exclusive; Limitation. No right or remedy herein conferred upon, or reserved to, a non-defaulting Party is intended to be exclusive of any other available right or remedy, unless otherwise expressly stated; instead, every such right or remedy shall be cumulative and in addition to every other right or remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission by a non-defaulting Party to exercise any right or remedy upon any Material Default shall impair any such right or remedy, or be construed to be a waiver thereof, and any such right or remedy may be exercised from time to time, and as often as may be deemed to be expedient. To entitle a non-defaulting Party to exercise any of its rights or remedies, it shall not be necessary for the non-defaulting Party to give notice to the defaulting Party, other than such notice as may be required by this Agreement or by the Laws. In no event shall any Party hereunder be liable to the other for punitive or consequential damages as a consequence of a Material Default by such Party.

12. RELEASE, WAIVER AND AGREEMENT TO HOLD HARMLESS. IAC acknowledges and agrees that use of the Arts Center involves certain risk and that injury, death, property damage or other harm could occur to IAC, IAC Personnel, its employees, representatives, agents, participants in its Programs, invitees or others (the "IAC Parties"). IAC hereby accepts and voluntarily incurs and assumes all risks of any injuries, damages, or harm, including, without limitation, to the IAC Parties and to Personal Property (for purposes of this Agreement "Personal Property" shall include, without limitation, supplies, computers, equipment, devices, vehicles, electronics, software, sensors, data in any form, documents and all other forms of personal property in or about the Arts Center) whether owned by IAC or third-parties using the Arts Center that arises or results from IAC's use of the Designated Spaces (as defined herein below) within the Arts Center, except to the extent caused solely by the gross negligence or willful misconduct of the City Released Parties (defined below). For purposes of this Agreement, the term "Designated Spaces" shall mean all areas of the Art Center (1st floor of the Building), except for the (a) Common Area, and (b) Theater; provided, however, the Theater shall be a part of the "Designated Spaces" when (i) used by IAC; and (ii) not subject to a Private Rental Agreement.

13. RESPONSIBILITY. Notwithstanding anything included herein to the contrary, the Parties acknowledge and agree that (a) IAC shall be exclusively and continuously responsible for the Designated Spaces, including, without limitation that IAC shall (i) when not in use, lock the doors to the Designated Spaces and take other reasonable steps to secure the Designated Spaces and the Personal Property, (ii) keep and maintain in good working order all security and safety devices installed in the Designated Spaces by or for the benefit of IAC (such as locks, and burglar alarms), (iii) monitor and oversee the conduct of all IAC Personnel, Program attendees, visitors and invitees in the Designated Space, and (iv) cooperate with City on safety matters; (b) IAC shall oversee, monitor and enforce the terms of the Private Rental Agreement when renting the Art Center or portions thereof pursuant to the Private Rental Agreement; and (c) the City shall be responsible for monitoring and overseeing the Common Areas and the Theater, except for those times during which the Theater is part of the Designated Space or the Theater and/or portion of the Common Areas is subject to a Private Rental Agreement.

14. INDEMNIFICATION. Each Party shall indemnify and hold harmless the other Party's Released Parties from and against any and all Claims arising from or connected with: (i) breaches by such Party under contracts to which it is a party; (ii) the negligence or willful misconduct of such Party; or (iii) the breach by such Party of any term or condition of this Agreement. For purposes of this Agreement, "Claims" shall mean claims, liabilities, damages, injuries, losses, liens, costs, and/or expenses (including, without limitation, reasonable attorneys' fees); provided that in no event shall Claims include consequential or punitive damages; and "Released Parties" shall mean the applicable Party and its related bodies, employees, officers, agents or insurers. Notwithstanding the foregoing or anything contained herein to the contrary, IAC acknowledges and agrees that that City is an Indiana municipal corporation subject to Indiana's Tort Claim Act ("INTCA"), and City's liability to indemnify and save harmless IAC for Claims subject to the INTCA shall be limited to the maximum amount of City's financial exposure under the ITNCA.

15. LATE CHARGES. IAC acknowledges that the City shall incur certain additional unanticipated administrative and legal costs and expenses if IAC fails to pay timely any payment required hereunder. Therefore, in addition to the other remedies available to the City hereunder, if any payment required to be paid by IAC to the City becomes overdue by more than ten (10) days following written notice by the City to IAC, such unpaid amount shall bear interest at the Applicable Rate from the date due until paid.

16. CONFIDENTIALITY/NO DISPARAGEMENT. IAC acknowledges that it may be provided certain confidential nonpublic trade secrets, ideas, samples, models, processes, techniques, methods, drafts, know-how, business information, financial information, research, developmental information, client lists, prospect lists, marketing plans and other similar types of information (individually or collectively, "Confidential Information"). IAC shall exclusively use Confidential Information for the purpose of performing and assisting in the performance of the Services. IAC shall keep all Confidential Information and not disclose any of the same, or any details thereof, or any information relating thereto or derived or developed therefrom, to any third party, without the City's prior written consent. Upon conclusion of the Term, IAC shall return to City all Confidential Information. This provision shall survive termination of this Agreement. Moreover, at no time shall IAC make any statements, or take any other actions whatsoever, to disparage, defame, sully or compromise the goodwill, name, brand or reputation of the City or any boards, commissions or affiliates thereof. Violation of this provision during the Term may be deemed a Material Default, in City's sole discretion.

17. COMPLIANCE WITH LAWS. During the Term and any Renewal Term, IAC shall fully comply with the Laws while delivering the Services. For purposes of this Section 16, "Laws" shall mean all applicable laws, statutes, and/or ordinances, and any applicable governmental or judicial rules, regulations, guidelines, judgments, orders, and/or decrees, including, without limitation, the Americans with Disabilities Act, as amended. Moreover, IAC acknowledges and agree that the City must comply with the Laws, including, without limitation, Indiana's Access to Public Records Acts, Ind. Code § 5-14-3 *et. seq*. and in so complying the City shall disclose the contents of this Agreement and the exhibits attached hereto.

18. IAC CERTIFICATIONS. IAC represents and warrants to the City Body that: (A) it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. IAC agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and IAC will state, in all solicitations or advertisements for employees placed by or on behalf of IAC, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin; and (B) it understands and agrees that terms defined in IND. CODE § 22-5-1.7 *et seq*. are adopted and incorporated into this Section, and pursuant to IND. CODE § 22-5-1.7 *et seq*., IAC covenants to enroll in and verify the work eligibility status of all of its employees using the E-Verify program, if it has not already done so as of the Execution Date. Within ten (10) days after the Effective Date, IAC shall execute the affidavit included as **Exhibit E** affirming that: (Y) it is enrolled and is participating in the E-Verify program; and (Z) it does not knowingly employ any unauthorized aliens. In support of the affidavit, IAC shall provide City with documentation that it has enrolled and is

participating in the E-Verify program. This Agreement shall not take effect until said affidavit is signed by IAC and delivered to the City.

19. FORCE MAJEURE. Notwithstanding anything to the contrary set forth herein, if either Party is delayed in, or prevented from, observing or performing any of its obligations under, or satisfying any term or condition of, this Agreement as a result of Force Majeure, then: (a) the Party asserting Force Majeure shall deliver written notice to the other Party as soon as practical; (b) such observation, performance, or satisfaction shall be excused for the period of days that such observation, performance, or satisfaction is delayed or prevented; and (c) the deadlines for observation, performance, and satisfaction, as applicable, shall be extended for the same period. For purposes hereof, "Force Majeure" means an event or circumstance beyond the reasonable control of the claiming Party, and not substantially caused by the other Party, and includes, but is not limited to, acts of God (including hurricane or tropical storm), war, riot, fire, explosion, accident, flood, sabotage, lack of adequate fuel, power, raw materials, labor, facility malfunctions caused by circumstances beyond the reasonable control of the claiming Party and not resulting from improper maintenance, pandemics, epidemics, or any other event beyond the reasonable control of the claiming Party that prevents the completion, commencement of operations, or operation of IAC's services hereunder. Notwithstanding the foregoing or anything included herein to the contrary, the inability to pay money when due, for whatever reason, or financial insolvency is expressly excluded from Force Majeure.

20. ASSIGNMENT. The rights and obligations contained in this Agreement may not be assigned by IAC without the express prior written consent of City, which consent may be withheld in the City's sole discretion.

21. IAC INSURANCE. At all times during the Term, IAC shall purchase and maintain in full force and effect commercial general liability insurance on an occurrence basis (as opposed to claims made) with limits of liability not less than $1,000,000.00 each occurrence and $2,000,000 general policy aggregate (the "Policy"). Upon request by the City, IAC shall, within three (3) business days of such request, provide the City certificates evidencing the Policy.

22. LICENSE FOR USE. IAC hereby acknowledges and agrees that this Agreement provides IAC a license for use of the Arts Center and does not convey or confer a property right, including, without limitation, a leasehold interest. For the avoidance of doubt, IAC's license under this Agreement shall be irrevocable except as expressly provided herein.

23. NOTICES. Any notice required or permitted to be given by any Party to this Agreement shall be in writing, and shall be given (and deemed to have been given) when: (a) delivered in person to the other Party; (b) three (3) days after being sent by U.S. Certified Mail, Return Receipt Requested; or (c) the following business day after being sent by national overnight delivery service, with confirmation of receipt, addressed as follows: to the City at City of Fishers, 1 Municipal Drive, Fishers, Indiana 46038 Attn: Chris Greisl, City Attorney, with a copy to: Jennifer Messer (via email) at jennifercmesserlaw@gmail.com; and to IAC at Indianapolis Art Center, 820 E. 67th Street, Indianapolis, Indiana 46220, Attn: Mark Williams, President and Executive Director, with a copy to: Jonathan Polak (via email) at

jpolak@taftlaw.com. Each of the Parties may change its address for notice from time to time by delivering notice to the other Party as provided above.

24. RULES. IAC shall comply with and obey all reasonable directions, rules and regulations of City, including, without limitation, the Rules attached hereto as **Exhibit F**, which Rules may be amended from time to time, provided such amendments do not materially increase IAC's responsibilities, or materially decrease the City's responsibilities, hereunder.

25. MISCELLANEOUS. This Agreement shall inure to the benefit of, and be binding upon, City and IAC, and their respective successors and assigns; provided, however, either party may only assign this Agreement upon written approval of the non-assigning party. This Agreement may be signed in one or more counterparts, each of which shall constitute one and the same instrument. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana. IAC waives, to the extent permitted under applicable law: (a) the right to a trial by jury; and (b) any right IAC may have to: (i) assert the doctrine of "forum non conveniens"; or (ii) object to venue. This Agreement may be modified only by a written agreement signed by City and IAC. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. All Exhibits to this Agreement are attached hereto and incorporated herein by reference. Time is of the essence in this Agreement. If any provision of this Agreement or application to any Party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu of such invalid or unenforceable provision, there will be added to this Agreement a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the Parties and still be valid and enforceable. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions. Nothing contained in this Agreement shall be construed to create a partnership, joint venture or employment relationship between IAC and City or their successors in interest. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Art Center is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.

25. EXHIBITS.

Exhibit A: Pre-Opening Schedule
Exhibit B Programs

Exhibit C: Private Rental Agreement
Exhibit D: FF&E
Exhibit E: E-Verify Affidavit
Exhibit F: Rules

[signatures on following pages]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

Indianapolis Art Center, Inc.	City of Fishers, Hamilton County, Indiana
_____	_____
(signature)	Scott Fadness, Mayor
By: _____	
(printed)	
Its: _____	
(printed)	

EXHIBIT A - PROGRAMS

EXHIBIT B – SCHEDULE OF PROGRAMS

EXHIBIT C – PRIVATE RENTAL AGREEMENT

[*included on following page*]

E-VERIFY AFFIDAVIT

_____ ("**Affiant**"), the _____ of the Indianapolis Art Center, Inc., an Indiana nonprofit corporation ("**IAC**"), effective as of _____, 2022 (the "**Effective Date**"), hereby certifies and affirms the following on behalf of IAC:

1. IAC is enrolled in and is participating in the E-Verify program;

2. IAC does not knowingly employ any unauthorized aliens; and

3. Simultaneously with this E-Verify Affidavit, Contactor has provided documentation that it has enrolled and is participating in the E-Verify program.

Under penalties of perjury, Affiant swears that (a) Affiant has examined this E-Verify Affidavit on behalf of IAC and (b) it is true, correct and complete, and Affiant further declares that Affiant has the authority to sign this E-Verify Affidavit on behalf of IAC.

AFFIANT: _____
(printed)

_____
(signed)

_____
(date)

EXHIBIT E - RULES

1. IAC shall not do or permit anything to be done in or about the Arts Center that will in any way cause a nuisance, obstruct or interfere with the rights of other IACs or occupants of the Building or injure them. IAC shall not use the Arts Center, nor allow the Arts Center to be used in a manner that would invalidate or increase the premium for any insurance policy carried by the City on the Arts Center.

2. IAC shall not permit or make material or structural alterations in or to the Arts Center.

3. No sign, lettering, picture, notice or advertisement shall be placed on any outside or public corridor window or door or in a position to be visible from the public corridor or outside the Building.

4. Sidewalks, entrances, passages, courts, corridors, halls, elevators and stairways in and about the Building or elsewhere on the Building shall not be obstructed nor shall objects be placed against glass partitions, doors or windows which would be unsightly from the Building's corridors or from the exterior of the Building.

5. Except for service animals, no animals or pets shall be brought or permitted to be in the Building or the Designated Spaces or kept elsewhere on or about the Building.

6. IAC shall not waste electricity or water.

7. IAC shall not utilize the Building in any manner which would overload the standard heating, ventilating or air conditioning systems of the Building or those exclusively servicing the Building.

8. IAC shall not permit the use of any apparatus for sound production or transmission in such manner that the sound so transmitted or produced shall be audible or vibrations shall be detectable beyond the Building.

9. IAC shall not utilize any electronic, radio wave, microwave or other transmitting, receiving or amplification device which would disturb or interfere with any other IAC of the Building or the operation of the Building generally.

10. IAC shall not utilize any equipment or apparatus in such manner as to create any magnetic fields or waves which adversely affect or interfere with the operation of any systems or equipment on or about the Building.

11. IAC shall keep all electrical and mechanical apparatus free of vibration, noise and air waves which may be transmitted beyond the Building.

12. No locks or similar devices shall be attached to any door other than those installed by the City.

13. IAC assumes full responsibility of protecting the Designated Space from theft, robbery and pilferage.

14. Only machinery or mechanical devices of a nature directly related to IAC's Programs shall be placed or used in the Building and the installation and use of all such machinery and mechanical devices is subject to the other rules contained in this Agreement.

15. IAC shall not in any manner deface or damage any portion of the Building.

16. IAC shall not distribute literature, flyers, handouts or pamphlets of any type in any of the Common Areas or to any other part of the Building or in any parking or other common area serving the Building without the City's consent.

17. In no event shall IAC use, sell or serve, or permit the use, sale or service of tobacco products in or about the Arts Center or elsewhere in the Building.

18. IAC shall not permit objectionable odors or vapors to emanate from the Arts Center

19. IAC shall not place a load upon any floor of the Arts Center exceeding the floor load capacity for which such floor was designed or allowed by law to carry.

RESOLUTION NO. R122723B

RESOLUTION APPROVING PROFESSIONAL SERVICES AND OPERATING AGREEMENT

WHEREAS, the City of Fishers ("City") is constructing its new municipal building at 1 Municipal Drive, Fishers, Indiana, the first floor of which is designed as a community art center, including a theater (the "Arts Center");

WHEREAS, the Indianapolis Art Center, Inc., an Indiana nonprofit corporation ("IAC") operates an art center and campus in Broad Ripple and is a central-Indiana authority on art programming and services;

WHEREAS, the City desires to engage IAC to program and operate its Arts Center pursuant to an agreement substantially similar to the Professional Services And Operating Agreement attached hereto and incorporated herein as **Exhibit A** (the "Agreement");

WHEREAS, the services to be provided by IAC include the following: (a) pre-opening consulting; (b) full-service operator; (c) develop and administer all programming; (d) provide all personnel; (e) recruit and host exhibits; and (f) program the theater (collectively and as fully described in the Agreement, the "Services");

WHEREAS, in consideration of IAC providing the Services, the City will provide (a) a $75,000.00 budget for furniture, fixtures, tools and equipment; and (b) allow IAC to utilize the Art Center without charge, except that IAC will pay to the City thirty percent (30%) of IAC's Profit derived from the Services and half of all private rentals; and

WHEREAS, capitalized terms used but not defined herein are used with the meaning ascribed to such terms in the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City of Fishers Board of Public Works & Safety meeting in a duly noticed and regularly scheduled meeting as follows:

Section 1. An agreement substantially similar to the Agreement is hereby approved.

Section 2. This Resolution shall be in full force and effect from and upon its adoption and in accordance with Indiana law.

Section 3. The Mayor is hereby authorized to execute the documents necessary to effectuate the intent of this Resolution.

ALL OF WHICH IS RESOLVED by the City of Fishers Board of Public Works & Safety this 27th day of December, 2023.

BOARD OF PUBLIC WORKS & SAFETY,
CITY OF FISHERS
HAMILTON COUNTY, INDIANA

YAY		NAY	ABSTAIN
	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, Member		

ATTEST: _____ DATE: _____
Kari Adriano, Board Clerk

This instrument prepared by: Lindsey M. Bennett, City Attorney, City of Fishers, Hamilton County, Indiana, One Municipal Drive, Fishers, Indiana, 46038

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." /s/ Lindsey M. Bennett

EXHIBIT A
SCOPE OF WORK
(11/09/24 Revision)

719 VIRGINIA AVENUE
#101
INDIANAPOLIS, IN 46203
P: 317.686.6086
F: 317.686.6096
INNOVATIVE
www.innovativei.com

I - CONCEPT PLAN: INNOVATIVE will provide project management, create designs for approval, vet artists, creators and vendors, work with vendors on creative designs and feasibility, gather pricing information, provide monthly updates and present recommendations and considerations of items including production/installation costs, maintenance considerations, and content update schedules to be used in feasibility and budget-making decisions. Formal meetings will be scheduled every month from January '24 until Sept '24

Overall look and theme to be submitted by 12/18/23

Once a project is approved for production/installation, INNOVATIVE will coordinate with the City of Fishers and the vendor(s) regarding installation timeline, site access requirements and infrastructure needs.

II - OWNER'S REPRESENTATIVE FOR PROCUREMENT:
INNOVATIVE will be responsible for overseeing and reporting on production, delivery and installation of the approved creative art and design. The "all-in" budget for said work is $1,400,000 (1.4 Million Dollars). The "all-in" budget does not include ongoing maintenance and utility costs. Maintaining the completed work should be factored into the City of Fishers yearly DPW operating budget. INNOVATIVE will be responsible for a clear and complete vendor list for updates and ongoing maintenance needs to keep the proposed area safe, creative and pleasurable to the citizens of Fishers and their visitors.

- 116th Street markers above the tunnel (Gateway, focus for folks driving by)
- Markers/Signage for entryways:
  - Plaza between "Another Broken Egg" and the Spark Building
  - Landing at Nickel Plate Hotel
  - Entry at South Street
  - Entry at North Street
  - Entry at Lantern Road
  - Entry at Monumental stairs
  - Monumental Stairs
- Trail Paint
- 116th Street Tunnel Walls/Ceiling
- Supplemental projection over contemporary art design (Tunnel)

EXHIBIT A
SCOPE OF WORK
(11/09/24 Revision)

719 VIRGINIA AVENUE
#101
INDIANAPOLIS, IN 46203
P: 317.686.6086
F: 317.686.6096
INNOVATIVE
www.innovativei.com

BUDGET TARGETS: *Broadbased*

INNOVATIVE Project management	$ 200,000
Design build install custom signage	$ 510,000
Lighting and projection	$ 500,000
Trail paint	$ 50,000
Mapping mural artist	$ 15,000
Light design, Digital Content Programming and Edit	$ 95,000
Misc and overruns as needed to the above	$ 30,000
TOTAL	**$1,400,000**

III - INNOVATIVE Design: To be approved by 12/18/23 (see section I)

- Subcontracted, local vendors will be asked to bid on creative work that is harmonious to eventual approved plan and design. To include:
  - Monumental Stairs, (Warren Butch Harling Plaza)
  - *Key to the City* metal art (73'8 X 5' awarded contract to Zahner Architectural Metal)
  - Artistic lighting and Short Throw Projection over and around contemporary mural in 116th Street Tunnel
  - Up lighting or appropriate embellished illumination on entryway art and signage
  - Lighting Design for large format banners on Switch Garage

NOTES:

- INNOVATIVE design and edit work for 116th Street Garage mural, projection storytelling and content would be outside of the $200,000 project management agreement. Such work would be fully disclosed, agreed to and completed with the City of Fishers approval. The work would fall inside the remaining $1,200,000 designated for the entire project.
- It is understood that individual projects with a budget of $100,000 and above will have to go through an RFP process. It will be important for timing purposes that the RFP process be as streamlined as possible to avoid missing the completion deadline. Approval delays could result in completion timeline adjustments.
- Exhibit A adjustments are reflected as of November 9, 2023 in this document as well as in the detailed location examples document.
- This revised Scope of Work no longer includes previously awarded artwork which includes: the small tunnel north of 116th Street (Zach Medler), the stairs/entrance near Cafe Patachou (Wikinson Brothers) and the Switch Garage Mural (Andrea Haydon).

RESOLUTION NO. R122723C

A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY CONFIRMING THE CITY OF FISHERS ROAD INVENTORY FOR THE INDIANA DEPARTMENT OF TRANSPORTATION

WHEREAS, the City of Fishers, Hamilton County, Indiana ("City"), by and through its Board of Public Works and Safety (the "Board"), shall supervise the streets, alleys, sewers, public grounds, and other property of the City, pursuant to Ind. Code §36-9-6-2;

WHEREAS, pursuant to Ind. Code §36-9-6-3, the Board has custody of and maintains all real property of the City; and

WHEREAS, the Board now desires to adopt its annual inventory of public roads, as further described in Exhibit A, and depicted in Exhibit B, which are attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED by the City of Fishers Board of Public Works & Safety meeting in regular session as follows:

Section 1. Road Inventory. The Board hereby approves the City's road inventory as further described in Exhibit A and depicted in Exhibit B, which are attached hereto and incorporated herein by reference.

Section 2. This Resolution shall be published and delivered to the appropriate officials of the State of Indiana immediately upon its adoption in accordance with law.

Section 3. This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

SO RESOLVED, by the City of Fishers Board of Public Works & Safety this 27th day of December, 2023.

BOARD OF PUBLIC BOARD OF PUBLIC WORKS & SAFETY,
CITY OF FISHERS
HAMILTON COUNTY, INDIANA

YAY		NAY	ABSTAIN
	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, Member		

ATTEST: _____ DATE: _____
Kari Adriano, Board Clerk

This instrument prepared by: Lindsey M. Bennett, City Attorney, City of Fishers, Hamilton County, Indiana, One Municipal Drive, Fishers, Indiana, 46038

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." /s/ Lindsey Bennett

Board Action Form

MEETING DATE	December 27th, 2023			
TITLE	Request to approve resolution adopting the City's road inventory.			
SUBMITTED BY	Name & Title: Hatem Mekky, Engineering Director Department:			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1st Reading	☒ 2nd Reading	☒ Public Hearing	☐ 3rd Reading
	Ordinance #:		Resolution #: R122723C	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. Check all applicable boxes pertaining to contracts)	☐ Contract **required** for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & **will provide contract** at a later date		☒ **No contract** for this item	
	☐ Contract **over** $50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document **must** be recorded with the County Recorder's Office ☐ Wait 31 days **prior to** filing with the County Recorders' Office		☒ Document **does not need** recorded with the County Recorder's Office	

Form Revised: 08222017

APPROVALS/REVIEWS	☒ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☐ Legal Counsel – *Name of Reviewer:*	

BACKGROUND (Includes description, background, and justification)	As part of our annual submittal to Indiana Deparment of Transportation (INDOT) we must include a resolution from the City Board accepting any new roads into our inventory. Attached is a list of those roads. We have added 3.803 miles of road to our inventory. Based on 410.913 miles from 2022, we will have 414.716 for 2023.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted $:	
	Expenditure $:	
	Source of Funds:	
	Additional Appropriation #:	
	Narrative:	There are no costs associated with this request.

OPTIONS (Include *Deny Approval* Option)	1.	Approve this request
	2.	Deny this request
	3.	Take no action
	4.	

PROJECT TIMELINE	Acceptance of new roads take effect upon adoption by City Board.
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	1. Staff recommends approval of this Resolution as submitted
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Exhibit A - Mileage List Exhibit B - Overview Map

EXHIBIT A

2023 City of Fishers INDOT Inventory Submittal

Mileage by Road - Additions

ROAD	DESCRIPTION	SUM OF LENGTH - FEET	SUM OF LENGTH - MILES	ORDINANCE #
E 106TH ST	POST-RAB LINEWORK (106TH & HOOSIER)	368.42732762400	0.070	122120D_111589_020294
E 106TH ST	POST-RAB LINEWORK (106TH & HOOSIER)	152.92778492600	0.029	122120D_111589_020294
E 106TH ST	POST-RAB LINEWORK (106TH & HOOSIER)	60.70435343160	0.011	122120D_111589_020294
E 106TH ST	POST-RAB LINEWORK (106TH & HOOSIER)	81.07364229810	0.015	122120D_111589_020294
E 106TH ST	POST-RAB LINEWORK (106TH & HOOSIER)	107.71893871200	0.020	122120D_111589_020294
E 106TH ST	POST-RAB LINEWORK (106TH & HOOSIER)	127.42395474700	0.024	122120D_111589_020294
HOOSIER RD	POST-RAB LINEWORK (106TH & HOOSIER)	137.24929392000	0.026	122120D_111589_020294
WINDERMERE BLVD	POST-RAB LINEWORK (106TH & HOOSIER)	160.15019207000	0.030	122120D_111589_020294
BLACK WILLOW LN	BRIDGER PINES WEST	637.35191457700	0.121	081919
BLACK WILLOW LN	BRIDGER PINES WEST	807.26923676100	0.153	081919
BLACK WILLOW LN	BRIDGER PINES WEST	534.67785241300	0.101	081919
KATANA CIR	BRIDGER PINES WEST	204.08888826800	0.039	081919
VIRGINIA PINE DR	BRIDGER PINES WEST	129.72502129400	0.025	081919
ATLANTIC RD	BRITTON FALLS	259.46812286400	0.049	041706C
ATLANTIC RD	BRITTON FALLS	904.24400428700	0.171	041706C
CYNTHEANNE RD	CYNTHEANNE RD	733.51481668300	0.139	092021C
CYNTHEANNE RD	CYNTHEANNE RD	589.29559768700	0.112	092021C
ASHCOTT DR	HUNTERS RUN	208.27712231800	0.039	102008B_041706A_041706B
BREENAN CIR	HUNTERS RUN	414.27457353800	0.078	102008B_041706A_041706B
CATERWOOD CIR	HUNTERS RUN	219.30095293300	0.042	102008B_041706A_041706B
DEER BANK RD	HUNTERS RUN	1642.80854085000	0.311	102008B_041706A_041706B
DEER BANK RD	HUNTERS RUN	242.80337709200	0.046	102008B_041706A_041706B
DEER BANK RD	HUNTERS RUN	135.92039003200	0.026	102008B_041706A_041706B
DOWNHAM DR	HUNTERS RUN	1250.59704825000	0.237	102008B_041706A_041706B
STAFFORDSHIRE WAY	HUNTERS RUN	988.89438093800	0.187	102008B_041706A_041706B
STAFFORDSHIRE WAY	HUNTERS RUN	393.86678413600	0.075	102008B_041706A_041706B
TEMPLE WOOD CIR	HUNTERS RUN	312.73229796900	0.059	102008B_041706A_041706B
SOUTH ST	NICKEL PLATE DISTRICT	412.49859784100	0.078	1967 BOUNDARY
COASTAL PL	PIPER GLEN	916.41879331200	0.174	041706B
PALMETTO BAY ST	PIPER GLEN	1119.85307973000	0.212	041706B
TIDECREST DR	PIPER GLEN	555.22450329000	0.105	041706B
AYSHIRE DR	TURNBERRY	2071.90710494000	0.392	041706B_041706C
AYSHIRE DR	TURNBERRY	195.98984887600	0.037	041706B_041706C
GIRVAN WAY	TURNBERRY	282.97492925800	0.054	041706B_041706C
GIRVAN WAY	TURNBERRY	151.05489056600	0.029	041706B_041706C
SENITA LN	WHELCHEL SPRINGS	178.02956006200	0.034	101915A
SENITA LN	WHELCHEL SPRINGS	473.70678163700	0.090	101915A
SENITA LN	WHELCHEL SPRINGS	228.51815092400	0.043	101915A
SONORAN RUN	WHELCHEL SPRINGS	822.55886574400	0.156	101915A
SUCCULENT PL	WHELCHEL SPRINGS	745.07397969200	0.141	101915A
AUTUMN VIEW WAY	WOODS AT THORPE CREEK	490.69526265900	0.093	041618
AUTUMN VIEW WAY	WOODS AT THORPE CREEK	305.05433380700	0.058	041618
SHADY KNOLL DR	WOODS AT THORPE CREEK	337.09323562700	0.064	041618
		TOTAL-FT	**TOTAL-MI**	
ADDITIONS	TOTAL	21,091	3.995	

Mileage by Road - Removals

ROAD	DESCRIPTION	SUM OF LENGTH - FEET	SUM OF LENGTH - MILES	
HOOSIER RD	PRE-RAB LINEWORK (106TH & HOOSIER)	201.45486494500	0.038	
WINDERMERE BLVD	PRE-RAB LINEWORK (106TH & HOOSIER)	203.74467610500	0.039	
106TH RD	PRE-RAB LINEWORK (106TH & HOOSIER)	187.84197081500	0.036	
106TH RD	PRE-RAB LINEWORK (106TH & HOOSIER)	418.75833067900	0.079	
		TOTAL-FT	**TOTAL-MI**	
REMOVALS	TOTAL	1,011.800	0.192	

MILEAGE TOTAL

		TOTAL-FT	TOTAL-MI	
MILEAGE IN 2023	**NET TOTAL**	**20,079.638**	**3.803**	

FISHERS
EST. 1872

Legend

- Fishers
- Fishers Corporate Limits
- Additions to INDOT Road Inventory
- Removals from INDOT Road Inventory

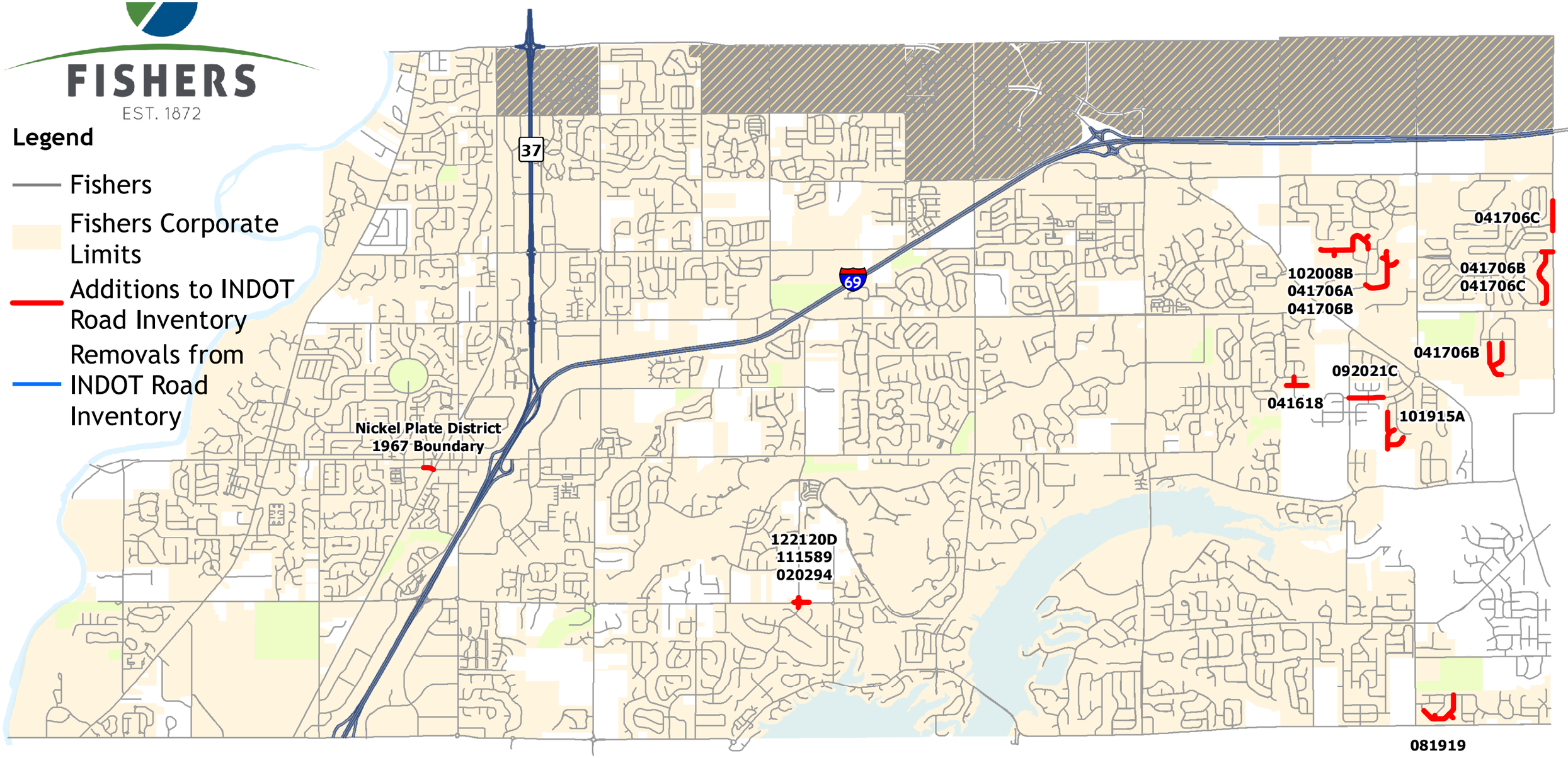

EXHIBIT B

2023 CITY OF FISHERS INDOT INVENTORY SUBMITTAL - OVERVIEW

0 5,000 10,000 Feet

Board Action Form

MEETING DATE	December 27, 2023			
TITLE	Request to approve a resolution amending the City of Fishers' Traffic Schedule			
SUBMITTED BY	Name & Title: Hatem Mekky, Director Department: Engineering			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☐ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1st Reading	☐ 2nd Reading	☐ Public Hearing	☐ 3rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R122723D	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. Check all applicable boxes pertaining to contracts)	☐ Contract **required** for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & **will provide contract** at a later date		☒ **No contract** for this item	
	☐ Contract **over** $50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document **must** be recorded with the County Recorder's Office ☐ Wait 31 days **prior to** filing with the County Recorders' Office		☒ Document **does not need** recorded with the County Recorder's Office	

Form Revised: 03/20/2019

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☐ Legal Counsel – *Name of Reviewer:*	

BACKGROUND (Includes description, background, and justification)	As an update to the City of Fishers Traffic Code Chapter 74, the list of Through Streets and Stop Intersections (Schedule I), Yield Intersections (Schedule II), Speed Limits (Schedule III Section C.) will be changed as shown in the Resolution	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted $:	
	Expenditure $:	
	Source of Funds:	
	Additional Appropriation #:	
	Narrative:	

OPTIONS (Include *Deny Approval* Option)	1.	Approve the Resolution as submitted
	2.	Deny the Resolution
	3.	Take no action
	4.	

PROJECT TIMELINE	N/A
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Engineering staff recommends approval of the resolution.
SUPPLEMENTAL INFORMATION (List all attached documents)	1 Resolution R122722D - Traffic Schedule Updates

RESOLUTION NO. R122723D

A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY AMENDING THE CITY OF FISHERS' TRAFFIC AND PARKING SCHEDULES

WHEREAS, the Common Council ("Council") of the City of Fishers, Hamilton County, Indiana ("City") meeting in regular session, adopted Ordinance No. 031615B delegating various authorities regarding the City's Traffic Code to the Board of Public Works & Safety ("Board");

WHEREAS, from time to time, the Board must revise the City's Traffic & Parking Code and Schedules to accommodate traffic improvements and change in traffic flow within the City's corporate boundaries; and

WHEREAS, the Board now desires to amend the following Traffic Schedules: Chapter 74, Traffic Schedule I (Through Streets and Stop Intersections), Schedule II (Yield Intersections), Traffic Schedule III C. (Speed Limits).

NOW, THEREFORE, BE IT RESOLVED by the Board of Public Works & Safety of the City of Fishers, Hamilton County, Indiana meeting in regular session as follows:

Section 1. The Board hereby amends Chapter 74, Traffic Schedule I (Through Streets and Stop Intersections) by **adding** certain intersections as further defined in Exhibit A, which is attached hereto and incorporated herein.

Section 2. The Board hereby amends Chapter 74, Traffic Schedule II (Yield Intersections) by **adding** certain intersections as further defined in Exhibit B, which is attached hereto and incorporated herein.

Section 3. The Board hereby amends Chapter 74, Traffic Schedule III C. (Speed Limits) by **adding** certain streets as further defined in Exhibit C, which is attached hereto and incorporated herein.

Section 4. All other provisions of Fishers' Traffic Code not in conflict with or specifically changed by this amendment shall remain in full force and effect.

Section 5. This amendment shall become effective upon its adoption and publication in accordance with law.

SO RESOLOVED by this City of Fishers Board of Public Works & Safety this 27th day of December 2023.

BOARD OF PUBLIC WORKS &
SAFETY, CITY OF FISHERS
HAMILTON COUNTY, INDIANA

AYE		**NAY**
	Scott Fadness, Chairman	
	Jeff Lantz, Member	
	Jason Meyer, Member	

ATTEST: _____ DATE: _____
Kari Adriano, Board Clerk

This instrument was prepared by: Lindsey M. Bennett, City Attorney, Fishers, Indiana, One Municipal Drive Fishers, Indiana 46038.

EXHIBIT A

Chapter 74, Traffic Schedule I (Through Streets and Stop Intersections) is hereby amended by adding the following intersections:

Street Name	***Intersecting Street***	***Res./Ord. No.***	***Passing Date***
Black Willow Lane	Sedalia Drive	R122723D	12/27/23
Katana Circle	Black Willow Lane	R122723D	12/27/23
Virginia Pine Drive	Black Willow Lane	R122723D	12/27/23
Sonoran Run	Senita Lane	R122723D	12/27/23
Succulent Place	Senita Lane	R122723D	12/27/23
Autumn View Way	Shady Knoll Drive	R122723D	12/27/23
Shady Knoll Drive	Harvest Glen Boulvard South	R122723D	12/27/23
Downham Drive	Staffordshire Way	R122723D	12/27/23
Ashcott Drive	Downham Drive	R122723D	12/27/23
Caterwood Circle	Staffordshire Way	R122723D	12/27/23
Breenan Circle	Deer Bank Road	R122723D	12/27/23
Deer Bank Road	Corydon Drive	R122723D	12/27/23
Temple Wood Circle	Deer Bank Road	R122723D	12/27/23
Palmetto Bay Street	Coastal Place	R122723D	12/27/23
Ayshire Drive	Girvan Way	R122723D	12/27/23
Cyntheanne Road	Florida Road	R122723D	12/27/23
Giovanni Stevanato Drive	Cumberland Road	R122723D	12/27/23

EXHIBIT B

Chapter 74, Traffic Schedule II (Yield Intersections) is hereby amended by adding the following intersections:

Street Name	***Direction of Travel***	***Intersecting Street***	***Res./Ord. No.***	***Passing Date***
106th Street	All	Hoosier Road/ Windermere Boulevard	R122723D	12/27/2023
Windermere Boulevard	Northbound	106th Street	R122723D	12/27/2023
Hoosier Road	Southbound	106th Street	R122723D	12/27/2023

EXHIBIT C

Chapter 74, Traffic Schedule III C (Speed Limits) is hereby amended by adding the following intersections:

Street Name	***Subdivision***	***Speed Limit***
Black Willow Lane	Bridger Pines	25
Katana Circle	Bridger Pines	25
Sonoran Run	Whelchel Springs	25
Succulent Place	Whelchel Springs	25
Autumn View Way	Woods at Thorpe Creek	25
Shady Knoll Drive	Woods at Thorpe Creek	25
Downham Drive	Hunters Run	25
Staffordshire Way	Hunters Run	25
Caterwood Circle	Hunters Run	25
Deer Bank Road	Hunters Run	25
Breenan Circle	Hunters Run	25
Temple Wood Circle	Hunters Run	25

Ashcott Drive	Hunters Run	25
Coastal Place	Piper Glen	25
Palmetto Bay Street	Piper Glen	25
Ayshire Way	Piper Glen	25
Cyntheanne Road	Whelchel Springs	25
Giovanni Stevanato Drive		25

Board Action Form

MEETING DATE	December 27, 2023			
TITLE	Request to approve Provider Agreements with Anthem & Aetna			
SUBMITTED BY	Name & Title: Monica Heltz, Public Health Director Department: Health Department			
MEETING TYPE	☐ Work Session Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1st Reading	☒ 2nd Reading	☐ Public Hearing	☒ 3rd Reading ☒ Final Reading
	Ordinance #:		Resolution #: R122723E	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. Check all applicable boxes pertaining to contracts)	☒ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☐ Contract over $50,000 Please mark the box in the other column that pertains to this contract.		☒ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

Form Revised: 03/20/2019

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – *Name of Reviewer:* Lindsey Bennett	

BACKGROUND (Includes description, background, and justification)	The Health Department is completing the credentialing process to able to bill and accept health insurance information and payments. These contracts are required by each individual health insurance company.

BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted $:	$0
	Expenditure $:	$0
	Source of Funds:	$0
	Additional Appropriation #:	
	Narrative:	

OPTIONS (Include *Deny Approval* Option)	1.	
	2.	
	3.	
	4.	

PROJECT TIMELINE	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approval of the provider agreements.
SUPPLEMENTAL INFORMATION (List all attached documents)	

ANTHEM BLUE CROSS AND BLUE SHIELD PROVIDER AGREEMENT

WITH

City of Fishers

ANTHEM BLUE CROSS AND BLUE SHIELD
PROVIDER AGREEMENT

This Provider Agreement (hereinafter "Agreement") is made and entered into by and between Anthem Insurance Companies, Inc. doing business as Anthem Blue Cross and Blue Shield (hereinafter "Anthem") and City of Fishers (hereinafter "Provider"), effective as of the date set forth immediately above Anthem's signature (the "Effective Date"). In consideration of the mutual promises and covenants herein contained, the sufficiency of which is acknowledged by the parties, the parties agree as follows:

ARTICLE I
DEFINITIONS

"Affiliate" means any entity that is: (i) owned or controlled, either directly or through a parent or subsidiary entity, by Anthem, or is under common control with Anthem, and (ii) that is identified as an Affiliate on Anthem's designated web site as referenced in the provider manual(s). Unless otherwise set forth in this Agreement, an Affiliate may access the rates, terms and conditions of this Agreement.

"Agency" means a federal, state or local agency, administration, board or other governing body with jurisdiction over the governance or administration of a Health Benefit Plan.

"Anthem Rate" means the lesser of one hundred percent (100%) of Eligible Charges for Covered Services, or the total reimbursement amount that Provider and Anthem have agreed upon as set forth in the Plan Compensation Schedule ("PCS"). The Anthem Rate includes applicable Cost Shares, and shall represent payment in full to Provider for Covered Services.

"Audit" means a post-payment review of the Claim(s) and supporting clinical information reviewed by Anthem to ensure payment accuracy. The review ensures Claim(s) comply with all pertinent aspects of submission and payment including, but not limited to, contractual terms, Regulatory Requirements, Coded Service Identifiers (as defined in the PCS) guidelines and instructions, Anthem medical policies and clinical utilization management guidelines, reimbursement policies, and generally accepted medical practices. Audit does not include medical record review for quality and risk adjustment initiatives, or activities conducted by Anthem's Special Investigation Unit ("SIU").

"Claim" means either the uniform bill claim form or electronic claim form in the format prescribed by Plan submitted by a provider for payment by a Plan for Health Services rendered to a Member.

"CMS" means the Centers for Medicare & Medicaid Services, an administrative agency within the United States Department of Health & Human Services ("HHS").

"Cost Share" means, with respect to Covered Services, an amount which a Member is required to pay under the terms of the applicable Health Benefit Plan. Such payment may be referred to as an allowance, coinsurance, copayment, deductible, penalty or other Member payment responsibility, and may be a fixed amount or a percentage of applicable payment for Covered Services rendered to the Member.

"Covered Services" means Medically Necessary Health Services, as determined by Plan and described in the applicable Health Benefit Plan, for which a Member is eligible for coverage.

"Government Contract" means the contract between Anthem and an applicable party, such as an Agency, which governs the delivery of Health Services by Anthem to Member(s) pursuant to a Government Program.

"Government Program" means any federal or state funded program under the Social Security Act, and any other federal, state, county or other municipally funded program or product in which Anthem maintains a contract to furnish services. For purposes of this Agreement, Government Program does not include the Federal Employees Health Benefits Program ("FEHBP"), or any state or local government employer program.

"Health Benefit Plan" means the document(s) that set forth Covered Services, rules, exclusions, terms and conditions of coverage. Such document(s) may include but are not limited to a Member handbook, a health certificate of coverage, or evidence of coverage.

"Health Service" means those services, supplies or items that a health care provider is licensed, equipped and staffed to provide and which he/she/it customarily provides to or arranges for individuals.

"Medically Necessary" or "Medical Necessity" means the definition as set forth in the applicable Participation Attachment(s).

"Member" means any individual who is eligible, as determined by Plan, to receive Covered Services under a Health Benefit Plan. For all purposes related to this Agreement, including all schedules, attachments, exhibits, provider manual(s), notices and communications related to this Agreement, the term "Member" may be used interchangeably with the terms Insured, Covered Person, Covered Individual, Enrollee, Subscriber, Dependent Spouse/Domestic Partner, Child, Beneficiary or Contract Holder, and the meaning of each is synonymous with any such other.

"Network" means a group of providers that support, through a direct or indirect contractual relationship, one or more product(s) and/or program(s) in which Members are enrolled.

"Other Payors" means persons or entities, pursuant to an agreement with Anthem or an Affiliate, that access the rates, terms or conditions of this Agreement with respect to certain Network(s), excluding Government Programs unless otherwise set forth in any Participation Attachment(s) for Government Programs. Other Payors include, without limitation, other Blue Cross and/or Blue Shield Plans that are not Affiliates, and employers or insurers providing Health Benefit Plans pursuant to partially or wholly insured, self-administered or self-insured programs.

"Participating Provider" means a person or entity, or an employee or subcontractor of such person or entity, that is party to an agreement to provide Covered Services to Members that has met all applicable Plan credentialing requirements, standards of participation and accreditation requirements for the services the Participating Provider provides, and that is designated by Plan to participate in one or more Network(s).

"Participation Attachment(s)" means the document(s) attached hereto and incorporated herein by reference, and which identifies the additional duties and/or obligations related to Network(s), Government Program(s), Health Benefit Plan(s), and/or Plan programs such as quality and/or incentive programs.

"Plan" means Anthem, an Affiliate, and/or an Other Payor. For purposes of this Agreement, when the term "Plan" applies to an entity other than Anthem, "Plan" shall be construed to only mean such entity (i.e., the financially responsible Affiliate or Other Payor under the Member's Health Benefit Plan).

"Plan Compensation Schedule" ("PCS") means the document(s) attached hereto and incorporated herein by reference, and which sets forth the Anthem Rate(s) and compensation related terms for the Network(s) in which Provider participates. The PCS may include additional Provider obligations and specific Anthem compensation related terms and requirements.

"Regulatory Requirements" means any requirements, as amended from time to time, imposed by applicable federal, state or local laws, rules, regulations, guidelines, instructions, Government Contract, or otherwise imposed by an Agency or government regulator in connection with the procurement, development or operation of a Health Benefit Plan, or the performance required by either party under this Agreement. The omission from this Agreement of an express reference to a Regulatory Requirement applicable to either party in connection with their duties and responsibilities shall in no way limit such party's obligation to comply with such Regulatory Requirement.

ARTICLE II
SERVICES/OBLIGATIONS

2.1 Member Identification. Anthem shall ensure that Plan provides a means of identifying Member either by issuing a paper, plastic, electronic, or other identification document to Member or by a telephonic, paper or electronic communication to Provider. This identification need not include all information necessary to determine Member's eligibility at the time a Health Service is rendered, but shall include information necessary to contact Plan to determine Member's participation in the applicable Health Benefit Plan. Provider acknowledges and agrees that possession of such identification document or ability to access eligibility information telephonically or electronically, in and of itself, does not qualify the holder thereof as a Member, nor does the lack thereof mean that the person is not a Member.

2.2 Provider Non-discrimination. Provider shall provide Health Services to Members in a manner similar to and within the same time availability in which Provider provides Health Services to any other individual. Provider will not differentiate, or discriminate against any Member as a result of his/her enrollment in a Health Benefit

Plan, or because of race, color, creed, national origin, ancestry, religion, sex, marital status, age, disability, payment source, state of health, need for Health Services, status as a litigant, status as a Medicare or Medicaid beneficiary, sexual orientation, gender identity, or any other basis prohibited by law. Provider shall not be required to provide any type, or kind of Health Service to Members that he/she/it does not customarily provide to others. Additional requirements may be set forth in the applicable Participation Attachment(s).

2.3 Publication and Use of Provider Information. Provider agrees that Anthem, Plans or their designees may use, publish, disclose, and display, for commercially reasonable general business purposes, either directly or through a third party, information related to Provider, including but not limited to demographic information, information regarding credentialing, affiliations, performance data, Anthem Rates, and information related to Provider for transparency initiatives.

2.4 Use of Symbols and Marks. Neither party to this Agreement shall publish, copy, reproduce, or use in any way the other party's symbols, service mark(s) or trademark(s) without the prior written consent of such other party. Notwithstanding the foregoing, the parties agree that they may identify Provider as a participant in the Network(s) in which he/she/it participates.

2.5 Submission and Adjudication of Claims. Provider shall submit, and Plan shall adjudicate, Claims in accordance with the applicable Participation Attachment(s), the PCS, the provider manual(s) and Regulatory Requirements. If Provider submits Claims prior to receiving notice of Anthem's approval pursuant to section 2.13, then such Claims shall be processed as out of network and Plan may not make retroactive adjustments with respect to such Claims.

2.6 Payment in Full and Hold Harmless.

2.6.1 Provider agrees to accept as payment in full, in all circumstances, the applicable Anthem Rate whether such payment is in the form of a Cost Share, a payment by Plan, or a payment by another source, such as through coordination of benefits or subrogation. Provider shall bill, collect, and accept compensation for Cost Shares. Provider agrees to make reasonable efforts to verify Cost Shares prior to billing for such Cost Shares. In no event shall Plan be obligated to pay Provider or any person acting on behalf of Provider for services that are not Covered Services, or any amounts in excess of the Anthem Rate less Cost Shares or payment by another source, as set forth above. Consistent with the foregoing, Provider agrees to accept the Anthem Rate as payment in full if the Member has not yet satisfied his/her deductible.

2.6.2 Except as expressly permitted under Regulatory Requirements, Provider agrees that in no event, including but not limited to, nonpayment by applicable Plan, insolvency of applicable Plan, breach of this Agreement, or Claim payment denials or adjustment requests or recoupments based on miscoding or other billing errors of any type, whether or not fraudulent or abusive, shall Provider, or any person acting on behalf of Provider, bill, charge, collect a deposit from, seek compensation from, or have any other recourse against a Member, or a person legally acting on the Member's behalf, for Covered Services provided pursuant to this Agreement. In the event of nonpayment and/or insolvency of a Plan that is not underwritten by Anthem or an Affiliate, Provider further agrees that it shall not seek compensation from or have any other recourse against Anthem or an Affiliate. Notwithstanding the foregoing, Provider may collect reimbursement from the Member for the following:

2.6.2.1 Cost Shares, if applicable;

2.6.2.2 Health Services that are not Covered Services. However, Provider may seek payment for a Health Service that is not Medically Necessary or is experimental/investigational only if Provider obtains a written waiver that meets the following criteria:

a) The waiver notifies the Member that the Health Service is likely to be deemed not Medically Necessary, or experimental/investigational;

b) The waiver notifies the Member of the Health Service being provided and the date(s) of service;

c) The waiver notifies the Member of the approximate cost of the Health Service;

d) The waiver is signed by the Member, or a person legally acting on the Member's behalf, prior to receipt of the Health Service.

2.6.2.3 Any reduction in or denial of payment as a result of the Member's failure to comply with his/her utilization management program pursuant to his/her Health Benefit Plan, except when Provider has been designated by Anthem to comply with utilization management for the Health Services provided by Provider to the Member.

2.7 Recoupment/Offset/Adjustment for Overpayments. Anthem shall be entitled to offset and recoup an amount equal to any overpayments or improper payments made by Anthem to Provider against any payments due and payable by Anthem to Provider with respect to any Health Benefit Plan under this Agreement. Provider shall voluntarily refund all duplicate or erroneous Claim payments regardless of the cause, including, but not limited to, payments for Claims where the Claim was miscoded, non-compliant with industry standards, or otherwise billed in error, whether or not the billing error was fraudulent, abusive or wasteful. Upon determination by Anthem that any recoupment, improper payment, or overpayment is due from Provider, Provider must refund the amount to Anthem within thirty (30) days of when Anthem notifies Provider. If such reimbursement is not received by Anthem within the thirty (30) days following the date of such notice, Anthem shall be entitled to offset such overpayment against any Claims payments due and payable by Anthem to Provider under any Health Benefit Plan in accordance with Regulatory Requirements. In such event, Provider agrees that all future Claim payments applied to satisfy Provider's repayment obligation shall be deemed to have been paid in full for all purposes, including section 2.6.1. Should Provider disagree with any determination by Plan that Provider has received an overpayment, Provider shall have the right to appeal such determination under Anthem's procedures set forth in the provider manual, and such appeal shall not suspend Anthem's right to recoup the overpayment amount during the appeal process, unless suspension of the right to recoup is otherwise required by Regulatory Requirements. Anthem reserves the right to employ a third party collection agency in the event of non-payment.

2.8 Use of Subcontractors. Provider and Plan may fulfill some of their duties under this Agreement through subcontractors. For purposes of this provision, subcontractors shall include, but are not limited to, vendors and non-Participating Providers that provide supplies, equipment, staffing, and other services to Members at the request of, under the supervision of, and/or at the place of business of Provider. Provider shall provide Anthem with thirty (30) days prior notice of any Health Services subcontractors with which Provider may contract to perform Provider's duties and obligations under this Agreement, and Provider shall remain responsible to Plan for the compliance of his/her/its subcontractors with the terms and conditions of this Agreement as applicable, including, but not limited to, the Payment in Full and Hold Harmless provisions herein.

2.9 Compliance with Provider Manual(s) and Policies, Programs and Procedures. Provider agrees to cooperate and comply with, Anthem's provider manual(s), and all other policies, programs and procedures (collectively "Policies") established and implemented by Plan applicable to the Network(s) in which Provider participates. Anthem or its designees may modify the provider manual(s) and its Policies by making a good faith effort to provide notice to Provider at least thirty (30) days in advance of the effective date of material modifications thereto.

2.10 Referral Incentives/Kickbacks. Provider represents and warrants that Provider does not give, provide, condone or receive any incentives or kickbacks, monetary or otherwise, in exchange for the referral of a Member, and if a Claim for payment is attributable to an instance in which Provider provided or received an incentive or kickback in exchange for the referral, such Claim shall not be payable and, if paid in error, shall be refunded to Anthem.

2.11 Networks and Provider Panels. Provider shall be eligible to participate only in those Networks designated on the Provider Networks Attachment of this Agreement. Provider shall not be recognized as a Participating Provider in such Networks until the later of: 1) the Effective Date of this Agreement or; 2) as determined by Plan in its sole discretion, the date Provider has met Plan's applicable credentialing requirements, standards of participation and accreditation requirements. Provider acknowledges that Plan may develop, discontinue, or modify new or existing Networks, products and/or programs. In addition to those Networks designated on the Provider Networks Attachment, Anthem may also identify Provider as a Participating Provider in additional Networks, products and/or programs designated in writing from time to time by Anthem. The terms and conditions of Provider's participation as a Participating Provider in such additional Networks, products and/or programs shall be on the terms and conditions as set forth in this Agreement unless otherwise agreed to in writing by Provider and Anthem.

In addition to and separate from Networks that support some or all of Plan's products and/or programs (e.g., HMO, PPO and Indemnity products), Provider further acknowledges that certain Health Services, including by way of example only, laboratory or behavioral health services, may be provided exclusively by designated Participating Providers (a "Health Services Designated Network"), as determined by Plan. Provider agrees to refer Members to such designated Participating Providers in a Health Services Designated Network for the provision of certain Health Services, even if Provider performs such services. Notwithstanding any other provision in this Agreement, if Provider provides a Health Service to a Member for which Provider is not a designated Participating Provider in a Health Services Designated Network, then Provider agrees that he/she/it shall not be reimbursed for such services by Anthem, Plan or the Member, unless Provider was authorized to provide such Health Service by Plan.

2.12 Change in Provider Information. Provider shall immediately send written notice, in accordance with the Notice section of this Agreement, to Anthem of:

2.12.1 Any legal, governmental, or other action or investigation involving Provider which could affect Provider's credentialing status with Plan, or materially impair the ability of Provider to carry out his/her/its duties and obligations under this Agreement, except for temporary emergency diversion situations; or

2.12.2 Any change in Provider accreditation, affiliation, hospital privileges (if applicable), insurance, licensure, certification or eligibility status, or other relevant information regarding Provider's practice or status in the medical community.

2.13 Provider Credentialing, Standards of Participation and Accreditation. Provider warrants that he/she/it meets all applicable Plan credentialing requirements, standards of participation, and accreditation requirements for the Networks in which Provider participates. A description of the applicable credentialing requirements, standards of participation, and accreditation requirements, are set forth in the provider manual(s) and/or in the PCS. Provider acknowledges that until such time as Provider has been determined to have fully met Plan's credentialing requirements, standards of participation, and accreditation requirements, as applicable, Provider shall not be entitled to the benefits of participation under this Agreement, including without limitation the Anthem Rates set forth in the PCS attached hereto.

2.14 Adjustment Requests. If Provider believes a Claim has been improperly adjudicated for a Covered Service for which Provider timely submitted a Claim to Plan, Provider must submit a request for an adjustment to Plan in accordance with the provider manual(s).

2.15 Provision and Supervision of Services. In no way shall Anthem or Plan be construed to be providers of Health Services or responsible for, exercise control, or have direction over the provision of such Health Services. Provider shall be solely responsible to the Member for treatment, medical care, and advice with respect to the provision of Health Services. Provider agrees that all Health Services provided to Members under this Agreement shall be provided by Provider or by a qualified person under Provider's direction. Provider warrants that any nurses or other health professionals employed by or providing services for Provider shall be duly licensed or certified under applicable law. In addition, nothing herein shall be construed as authorizing or permitting Provider to abandon any Member.

2.16 Coordination of Benefits/Subrogation. Subject to Regulatory Requirements, Provider agrees to cooperate with Plan regarding subrogation and coordination of benefits, as set forth in Policies and the provider manual(s), and to notify Plan promptly after receipt of information regarding any Member who may have a Claim involving subrogation or coordination of benefits.

2.17 Cost Effective Care. Provider shall provide Covered Services in the most cost effective, clinically appropriate setting and manner. In addition, in accordance with the provider manual(s) and Policies, Provider shall utilize Participating Providers, and when Medically Necessary or appropriate, refer and transfer Members to Participating Providers for all Covered Services, including but not limited to specialty, laboratory, ancillary and supplemental services.

ARTICLE III
CONFIDENTIALITY/RECORDS

3.1 Proprietary and Confidential Information. Except as otherwise provided herein, all information and material provided by either party in contemplation of or in connection with this Agreement remains proprietary and confidential to the disclosing party. This Agreement, including but not limited to the Anthem Rates, is

Anthem's proprietary and confidential information. Neither party shall disclose any information proprietary or confidential to the other, or use such information or material except: (1) as otherwise set forth in this Agreement; (2) as may be required to perform obligations hereunder; (3) as required to deliver Health Services or administer a Health Benefit Plan; (4) to Plan or its designees; (5) upon the express written consent of the parties; or (6) as required by Regulatory Requirements. Notwithstanding the foregoing, either party may disclose such information to its legal advisors, lenders and business advisors, provided that such legal advisors, lenders and business advisors agree to maintain confidentiality of such information. Provider and Anthem shall each have a system in place that meets all applicable Regulatory Requirements to protect all records and all other documents relating to this Agreement which are deemed confidential by law. Any disclosure or transfer of proprietary or confidential information by Provider or Anthem will be in accordance with applicable Regulatory Requirements. Provider shall immediately notify Anthem if Provider is required to disclose any proprietary or confidential information at the request of an Agency or pursuant to any federal or state freedom of information act request.

3.2 Confidentiality of Member Information. Both parties agree to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), and as both may be amended, as well as any other applicable Regulatory Requirements regarding confidentiality, use, disclosure, security and access of the Member's personally identifiable information ("PII") and protected health information ("PHI"), (collectively "Member Information"). Provider shall review all Member Information received from Anthem to ensure no misrouted Member Information is included. Misrouted Member Information includes but is not limited to, information about a Member that Provider is not currently treating. Provider shall immediately destroy any misrouted Member Information or safeguard the Member Information for as long as it is retained. In no event shall Provider be permitted to misuse or re-disclose misrouted Member Information. If Provider cannot destroy or safeguard misrouted Member Information, Provider must contact Anthem to report receipt of misrouted Member Information.

3.3 Network Provider/Patient Discussions. Notwithstanding any other provision in this Agreement and regardless of any benefit or coverage exclusions or limitations associated with a Health Benefit Plan, Provider shall not be prohibited from discussing fully with a Member any issues related to the Member's health including recommended treatments, treatment alternatives, treatment risks and the consequences of any benefit coverage or payment decisions made by Plan or any other party. In addition, nothing in this Agreement shall be construed to, create any financial incentive for Provider to withhold Covered Services, or prohibit Provider from disclosing to the Member the general methodology by which Provider is compensated under this Agreement, such as for example, whether Provider is paid on a fee for service, capitation or Percentage Rate basis. Plan shall not refuse to allow or to continue the participation of any otherwise eligible provider, or refuse to compensate Provider in connection with services rendered, solely because Provider has in good faith communicated with one or more of his/her/its current, former or prospective patients regarding the provisions, terms or requirements of a Health Benefit Plan as they relate to the health needs of such patient. Nothing in this section shall be construed to permit Provider to disclose Anthem Rates or specific terms of the compensation arrangement under this Agreement.

3.4 Plan Access to and Requests for Provider Records. Provider and its designees shall comply with all applicable state and federal record keeping and retention requirements, and, as set forth in the provider manual(s) and/or Participation Attachment(s), shall permit Plan or its designees to have, with appropriate working space and without charge, on-site access to and the right to perform an Audit, examine, copy, excerpt and transcribe any books, documents, papers, and records related to Member's medical and billing information within the possession of Provider and inspect Provider's operations, which involve transactions relating to Members and as may be reasonably required by Plan in carrying out its responsibilities and programs including, but not limited to, assessing quality of care, complying with quality initiatives/measures, Medical Necessity, concurrent review, appropriateness of care, accuracy of Claims coding and payment, risk adjustment assessment as described in the provider manual(s), including but not limited to completion of the Encounter Facilitation Form (also called the "SOAP" note), compliance with this Agreement, and for research. In lieu of on-site access, at Plan's request, Provider or its designees shall submit records to Plan, or its designees via photocopy or electronic transmittal, within thirty (30) days, at no charge to Plan from either Provider or its designee. Provider shall make such records available to the state and federal authorities involved in assessing quality of care or investigating Member grievances or complaints in compliance with Regulatory Requirements. Provider acknowledges that failure to submit records to Plan in accordance with this provision and/or the provider manual(s), and/or Participation Attachment(s) may result in a denial of a Claim under review, whether on pre-payment or post-payment review, or a payment retraction on a paid Claim, and Provider is prohibited from balance billing the Member in any of the foregoing circumstances.

3.5 Transfer of Medical Records. Following a request, Provider shall transfer a Member's medical records in a timely manner, or within such other time period required under applicable Regulatory Requirements, to other health care providers treating a Member at no cost to Anthem, Plan, the Member, or other treating health care providers.

3.6 Clinical Data Sharing. Provider agrees to comply with Anthem's Electronic Medical Record ("EMR") Clinical and ADT Data Sharing Policy which sets forth Anthem's requirements for providers to collaborate with Anthem by sharing data, including Member Information, to enhance certain health care operations activities, primarily to help improve quality and efficiency of health care. Each party's access to better clinical and administrative data is critical to the mutual goal of Anthem and Provider improving health care quality as it relates to their respective Members and patients. Therefore and upon request of any of the data set forth in the EMR Clinical and ADT Data Sharing Policy by Anthem, Provider agrees to provide data to Anthem for treatment purposes, for payment purposes, for health care operations purposes consistent with those enumerated in the first two paragraphs of the health care operations definition in HIPAA (45 CFR 164.501), or for purposes of health care fraud and abuse detection or compliance. Such data shall be in the form of an automated transfer of Provider's EMR clinical data for closed encounters in the industry-standard Clinical Document Architecture ("CDA") format for the aforementioned uses, which shall be via Epic Payer Platform ("EPP") Clinical Data Exchange ("CDE") for providers on the Epic EMR, or materially similar connectivity interface for alternate EMR platform (e.g. Cerner, Allscripts). Automated transfer of the data shall occur ("go-live") within three (3) months after the Effective Date of this Agreement. Configuration shall be enabled such that clinical information is made available timely during and throughout inpatient encounters. Provider shall provide data as set forth in Policies or the provider manual(s), as applicable.

ARTICLE IV
INSURANCE

4.1 Anthem Insurance. Anthem shall self-insure or maintain insurance as required under applicable Regulatory Requirements to insure Anthem and its employees, acting within the scope of their duties.

4.2 Provider Insurance. Provider shall self-insure or maintain insurance in types and amounts reasonably determined by Provider, or as required under applicable Regulatory Requirements.

ARTICLE V
RELATIONSHIP OF THE PARTIES

5.1 Relationship of the Parties. For purposes of this Agreement, Anthem and Provider are and will act at all times as independent contractors. Nothing in this Agreement shall be construed, or be deemed to create, a relationship of employer or employee or principal and agent, partnership, joint venture, or any relationship other than that of independent entities contracting with each other for the purposes of effectuating this Agreement.

5.2 Provider Representations and Warranties. Provider represents and warrants that it is the duly authorized agent of, and has the corporate power and authority to, execute and deliver this Agreement on its own behalf, and as agent for any other individuals or entities that are owned, employed or contracted with or by Provider to provide services under this Agreement. Accordingly, if Provider is a partnership, corporation, or any other entity, other than an individual, all references herein to "Provider" may also mean and refer to each individual within such entity who Provider certifies is contracted or employed by Provider, and who has applied for and been accepted by Plan as a Participating Provider. Provider further certifies that individuals or entities that are owned, employed or contracted with Provider agree to comply with the terms and conditions of this Agreement.

ARTICLE VI
INDEMNIFICATION AND LIMITATION OF LIABILITY

6.1 Indemnification. Anthem and Provider shall each indemnify, defend and hold harmless the other party, and his/her/its directors, officers, employees, agents, Affiliates and subsidiaries ("Representatives"), from and against any and all losses, claims, damages, liabilities, costs and expenses (including without limitation, reasonable attorneys' fees and costs) arising from third party claims resulting from the indemnifying party's or his/her/its Representative's failure to perform the indemnifying party's obligations under this Agreement, and/or the indemnifying party's or his/her/its Representative's violation of any law, statute, ordinance, order, standard of care, rule or regulation. The obligation to provide indemnification under this Agreement shall be

contingent upon the party seeking indemnification providing the indemnifying party with prompt written notice of any claim for which indemnification is sought, allowing the indemnifying party to control the defense and settlement of such claim, provided however that the indemnifying party agrees not to enter into any settlement or compromise of any claim or action in a manner that admits fault or imposes any restrictions or obligations on an indemnified party without that indemnified party's prior written consent which will not be unreasonably withheld, and cooperating fully with the indemnifying party in connection with such defense and settlement.

6.2 Limitation of Liability. Regardless of whether there is a total and fundamental breach of this Agreement or whether any remedy provided in this Agreement fails of its essential purpose, in no event shall either of the parties hereto be liable for any amounts representing loss of revenues, loss of profits, loss of business, the multiple portion of any multiplied damage award, or incidental, indirect, consequential, special or punitive damages, whether arising in contract, tort (including negligence), or otherwise regardless of whether the parties have been advised of the possibility of such damages, arising in any way out of or relating to this Agreement. Further, in no event shall Plan be liable to Provider for any extracontractual damages relating to any claim or cause of action assigned to Provider by any person or entity.

ARTICLE VII
DISPUTE RESOLUTION AND ARBITRATION

7.1 Dispute Resolution. All disputes between Anthem and Provider arising out of or related in any manner to this Agreement shall be resolved using the dispute resolution and arbitration procedures as set forth below. Provider shall exhaust any other applicable provider appeal/provider dispute resolution procedures under this Agreement and any applicable exhaustion requirements imposed by Regulatory Requirements as a condition precedent to Provider's right to pursue the dispute resolution and arbitration procedures as set forth below.

7.1.1 In order to invoke the dispute resolution procedures in this Agreement, a party first shall send to the other party a written demand letter that contains a detailed description of the dispute and all relevant underlying facts, a detailed description of the amount(s) in dispute and how they have been calculated and any other information that the Anthem provider manual(s) may require Provider to submit with respect to such dispute. If the total amount in dispute as set forth in the demand letter is less than one million dollars ($1,000,000), exclusive of interest, costs, and attorneys' fees, then within twenty (20) days following the date on which the receiving party receives the demand letter, representatives of each party's choosing shall meet to discuss the dispute in person or telephonically in an effort to resolve the dispute. If the total amount in dispute as set forth in the demand letter is one million dollars ($1,000,000) or more, exclusive of interest, costs, and attorneys' fees, then within ninety (90) days following the date of the demand letter, the parties shall begin the mediation process in an effort to resolve the dispute unless both parties agree in writing to waive the mediation requirement. The parties shall mutually agree upon a mediator, and failing to do so, the parties will review the list of mediators under "health care" on the Judicial Arbitration and Mediation Services ("JAMS") website and attempt to reach agreement on a mediator. Absent agreement, the parties will request JAMS to randomly produce a strike list of potential mediators for the parties to choose from. If there is no consensus via the striking process JAMS shall be authorized to appoint a mediator.

7.2 Arbitration. Any dispute within the scope of subsection 7.1.1 that remains unresolved at the conclusion of the applicable process outlined in subsection 7.1.1 shall be resolved by binding confidential arbitration in the manner as set forth below. Except to the extent as set forth below, the arbitration shall be conducted pursuant to the JAMS Comprehensive Arbitration Rules and Procedures, provided, however, that the parties may agree in writing to further modify the JAMS Comprehensive Arbitration Rules and Procedures. The parties agree to be bound by the findings of the arbitrator(s) with respect to such dispute, subject to the right of the parties to appeal such findings as set forth herein. No arbitration demand shall be filed until after the parties have completed the applicable dispute resolution efforts described in this Article. If the dispute resolution efforts described above cannot be completed within the deadlines specified for such efforts despite the parties' good faith efforts to meet such deadlines, such deadlines may be extended as necessary upon mutual agreement of the parties. Enforcement of this arbitration clause, including the waiver of class actions, shall be determined under the Federal Arbitration Act ("FAA"), including the FAA's preemptive effect on state law. The parties agree that the arbitration shall be conducted on a confidential basis pursuant to Rule 26 of the JAMS Comprehensive Arbitration Rules and Procedures. Subject to any disclosures that may be required or requested by Other Payors or under Regulatory Requirements, the parties further agree that they shall maintain the confidential nature of the arbitration, including without limitation, the existence of

the arbitration, information exchanged during the arbitration, and the award of the arbitrator(s). Nothing in this provision, however, shall preclude either party from disclosing any such details regarding the arbitration to its accountants, auditors, brokers, insurers, reinsurers or retrocessionaires.

7.2.1 Location of Arbitration. The arbitration hearing shall be held in the city and state in which the Anthem office identified in the address block on the signature page of this Agreement is located, except that if there is no address block on the signature page, then the arbitration hearing shall be held in the city and state in which the Anthem entity that is a party to this Agreement has its principal place of business. Notwithstanding the foregoing, both parties can agree in writing to hold the arbitration hearing in some other location.

7.2.2 Selection and Replacement of Arbitrator(s). If the total amount in dispute is less than two million dollars ($2,000,000), exclusive of interest, costs, and attorneys' fees, the dispute shall be decided by a single arbitrator who is agreed upon in writing by the parties or selected, and replaced when required, in the manner described in the JAMS Comprehensive Arbitration Rules and Procedures. If the total amount in dispute is two million dollars ($2,000,000) or more, exclusive of interest, costs, and attorneys' fees, the dispute shall be decided by an arbitration panel consisting of three (3) arbitrators, unless the parties agree in writing that the dispute shall be decided by a single arbitrator.

7.2.3 Appeal. If the total amount of the arbitration award is three million dollars ($3,000,000) or more, inclusive of interest, costs, and attorneys' fees, the parties shall have the right to appeal the decision of the arbitrator(s) pursuant to the JAMS Optional Arbitration Appeal Procedure. An arbitration award or decision that is appealed shall not be enforceable while the appeal is pending. In reviewing a decision of the arbitrator(s), the appeal panel shall apply the same standard of review that a United States Court of Appeals would apply in reviewing a similar decision issued by a United States District Court in the jurisdiction in which the arbitration hearing was held.

7.2.4 Waiver of Certain Claims. The parties, on behalf of themselves and those that they may now or hereafter represent, each agree to and do hereby waive any right to join or consolidate claims in arbitration by or against other individuals or entities or to pursue, on a class basis, any dispute; provided however, if there is a dispute regarding the applicability or enforcement of the waiver provision in this subsection 7.2.4, that dispute shall be decided by a court of competent jurisdiction. If a court of competent jurisdiction determines that such waiver is unenforceable for any reason with respect to a particular dispute, then the parties agree that section 7.2 shall not apply to such dispute and that such dispute shall be decided instead in a court of competent jurisdiction.

7.2.5 Limitations on Injunctive Relief. The parties recognize that in the event of a breach by either party of any obligations under this Agreement or other violations of the other party's rights in connection with this Agreement, the damage caused, if any, is not irreparable or sufficient to entitle the other party to injunctive relief. The parties, on behalf of themselves and those that they may now or hereafter represent, each agree to waive their right to seek injunctive relief and further agree that the arbitrator(s) are not authorized to issue injunctive relief. In the event of any conflict or inconsistency between this provision and the JAMS Comprehensive Arbitration Rules and Procedures, this provision shall govern. If any portion of this provision is limited, voided, or found unenforceable for any reason, then the remainder of this provision shall remain enforceable and the parties acknowledge and agree that any claim for injunctive relief is subject to this Dispute Resolution and Arbitration Article. Any injunctive relief sought against the other party or awarded by the arbitrator(s) shall be limited to the conduct or specific issues relevant to the parties to the arbitration, shall not be sought for the benefit of individuals or entities who are not parties to the arbitration, and the enjoined party shall have a right to appeal such injunction per the JAMS Optional Arbitration Appeal Procedure.

7.3 Attorney's Fees and Costs. The fees and costs of mediation and arbitration (e.g. fee of the mediator, fee of the arbitrator(s), JAMS fees if any) will be shared equally between the parties. Each party shall be responsible for the payment of its own specific fees and costs (e.g. the party's own attorney's fees, the fees of the party selected arbitrator, etc.) and any costs associated with conducting the mediation or arbitration that the party chooses to incur (e.g. expert witness fees, depositions, etc.). Notwithstanding this provision, the arbitrator may issue an order in accordance with Federal Rules of Civil Procedure Rule 11, or in conjunction with a party's offer of judgment in accordance with Federal Rules of Civil Procedure Rule 68.

7.4 Period of Limitations. Unless otherwise provided for in this Agreement or a Participation Attachment(s), neither party shall commence any action at law or equity, including but not limited to, an arbitration demand, against the other to recover on any legal or equitable claim arising out of this Agreement ("Action") more than two (2) years after the events which gave rise to such Action; provided, however, this two (2) year limitation shall not apply to Actions by Anthem against Provider related to fraud, waste or abuse which shall be subject to the period of limitations set forth in applicable Regulatory Requirements. In the situation where Provider believes that Anthem underpaid a Claim, the Action arises on the date when Anthem first denies the Claim or first pays the Claim in an amount less than expected by Provider. In the situation where Anthem believes that it overpaid a Claim, the Action arises when Provider first contests in writing Anthem's notice to it that the overpayment was made. The deadline for initiating an Action shall not be tolled by the appeal process, provider dispute resolution process or any other administrative process. To the extent an Action is timely commenced, it will be administered in accordance with this Article.

ARTICLE VIII
TERM AND TERMINATION

8.1 Term of Agreement. This Agreement shall commence at 12:01 AM on the Effective Date for a term of one (1) year, and shall continue automatically in effect thereafter for consecutive one (1) year terms unless otherwise terminated as provided herein.

8.2 Termination Without Cause. Either party may terminate this Agreement without cause at any time by giving at least one hundred eighty (180) days prior written notice of termination to the other party. Notwithstanding the foregoing, should a Participation Attachment(s) contain a longer without cause termination period, the Agreement shall continue in effect only for such applicable Participation Attachment(s) until the termination without cause notice period in the applicable Participation Attachment(s) ends.

8.3 Breach of Agreement. Except for circumstances giving rise to the Immediate Termination section, if either party fails to comply with or perform when due any material term or condition of this Agreement, the other party shall notify the breaching party of its breach in writing stating the specific nature of the material breach, and the breaching party shall have thirty (30) days to cure the breach. If the breach is not cured to the reasonable satisfaction of the non-breaching party within said thirty (30) day period, the non-breaching party may terminate this Agreement by providing written notice of such termination to the other party. The effective date of such termination shall be no sooner than sixty (60) days after such notice of termination.

8.4 Immediate Termination.

8.4.1 This Agreement or any Participation Attachment(s) may be terminated immediately by Anthem if:

8.4.1.1 Provider commits any act or conduct for which his/her/its license(s), permit(s), or any governmental or board authorization(s) or approval(s) necessary for business operations or to provide Health Services are lost or voluntarily surrendered in whole or in part; or

8.4.1.2 Provider commits fraud or makes any material misstatements or omissions on any documents related to this Agreement which Provider submits to Anthem or to a third party; or

8.4.1.3 Provider files a petition in bankruptcy for liquidation or reorganization by or against Provider, if Provider becomes insolvent, or makes an assignment for the benefit of its creditors without Anthem's written consent, or if a receiver is appointed for Provider or its property; or

8.4.1.4 Provider's insurance coverage as required by this Agreement lapses for any reason; or

8.4.1.5 Provider fails to maintain compliance with Plan's applicable credentialing requirements, accreditation requirements or standards of participation; or

8.4.1.6 Anthem reasonably believes based on Provider's conduct or inaction, or allegations of such conduct or inaction, that the well-being of patients may be jeopardized; or

8.4.1.7 Provider has been abusive to a Member, an Anthem employee or representative; or

8.4.1.8 Provider and/or his/her/its employees, contractors, subcontractors, or agents are ineligible, excluded, suspended, terminated or debarred from participating in a Government Program, and in the case of an employee, contractor, subcontractor or agent, Provider fails to remove such individual from responsibility for, or involvement with, the Provider's business operations related to this Agreement, or if Provider has voluntarily withdrawn his/her/its participation in any Government Program as the result of a settlement agreement; or

8.4.1.9 Provider is convicted or has been finally adjudicated to have committed a felony or misdemeanor, other than a non-DUI related traffic violation.

8.4.2 This Agreement may be terminated immediately by Provider if:

8.4.2.1 Anthem commits any act or conduct for which its license(s), permit(s), or any governmental or board authorization(s) or approval(s) necessary for business operations are lost or voluntarily surrendered in whole or in part; or

8.4.2.2 Anthem commits fraud or makes any material misstatements or omissions on any documents related to this Agreement which it submits to Provider or to a third party; or

8.4.2.3 Anthem files for bankruptcy, or if a receiver is appointed.

8.5 Termination of Individual Providers. If applicable, Anthem reserves the right to terminate individual providers from any or all Network(s) under the terms of this Article VIII while continuing the Agreement for one or more providers in a group.

8.6 Transactions Prior to Termination. Except as otherwise set forth in this Agreement, termination shall have no effect on the rights and obligations of the parties arising out of any transaction under this Agreement occurring prior to the date of such termination.

8.7 Continuation of Care Upon Termination.

8.7.1 Unless otherwise set forth in the Health Benefit Plan or required by Regulatory Requirements, Provider shall, upon termination of this Agreement or any Participation Attachment for reasons other than the grounds set forth in the "Immediate Termination" section of this Agreement, continue to provide Covered Services rendered to all designated Members receiving treatment at the time of termination, under the terms and conditions of this Agreement or any terminating Participation Attachment, and as authorized by Anthem under the Anthem continuation of care procedure, until the earlier of ninety (90) days or such time that: (1) the Member has completed the course of treatment and if applicable, was discharged; or (2) reasonable and medically appropriate arrangements have been made for a Participating Provider to render Covered Services to the Member. However, for HMO and POS Health Benefit Plans issued in Indiana, such continuation period shall run for up to sixty (60) days following termination, or, if Provider is providing pregnancy-related care to a Member who is in her third trimester of pregnancy at the time this Agreement or any Participation Attachment terminates, throughout the term of that pregnancy and through the postpartum period (six weeks post-delivery). During such continuation period, Provider agrees to: (i) accept reimbursement from Anthem for all Covered Services furnished hereunder in accordance with this Agreement and at the rates set forth in the PCS attached hereto; and (ii) Provider shall adhere to Anthem's Policies, including but not limited to, Policies regarding quality assurance requirements, referrals, pre-authorization and treatment planning.

8.7.2 Notwithstanding the foregoing, for Members who: (i) have entered the second or third trimester of pregnancy at the time of such termination, or (ii) are defined as terminally ill under § 1861 (dd) (3) (A) of the Social Security Act at the time of such termination, this continuance of care section and all other provisions of this Agreement or any Participation Attachment shall remain in effect for such pregnant Members through the provision of postpartum care directly related to their delivery, and for such terminally ill Members for the remainder of their life for care directly related to the treatment of the terminal illness.

8.8 Survival. The provisions of this Agreement set forth below shall survive termination or expiration of this Agreement or any Participation Attachment(s):

8.8.1 Publication and Use of Provider Information;

8.8.2 Payment in Full and Hold Harmless;

8.8.3 Recoupment/Offset/Adjustment for Overpayments;

8.8.4 Confidentiality/Records;

8.8.5 Indemnification and Limitation of Liability;

8.8.6 Dispute Resolution and Arbitration;

8.8.7 Continuation of Care Upon Termination; and

8.8.8 Any other provisions required in order to comply with Regulatory Requirements.

ARTICLE IX
GENERAL PROVISIONS

9.1 Amendment. Except as otherwise provided for in this Agreement, Anthem retains the right to amend this Agreement, the Anthem Rate, any attachments or addenda by providing notice to Provider at least forty five (45) days in advance of the effective date of the amendment. Except to the extent that Anthem determines an amendment prior to its effective date is necessary to effectuate Regulatory Requirements, if Provider objects to the amendment, prior to its effective date, then Provider has the right to terminate this Agreement, and such termination shall take effect on the later of the amendment effective date identified by Anthem or one hundred eighty (180) days from the date Provider has provided notice of his/her/its intention to terminate the Agreement pursuant to this section. Failure of Provider to provide such notice to Anthem within the time frames described herein will constitute acceptance of the amendment by Provider.

9.2 Assignment. This Agreement may not be assigned by Provider without the prior written consent of Anthem. Any assignment by Provider without such prior consent shall be voidable at the sole discretion of Anthem. Anthem may assign this Agreement in whole or in part. In the event of a partial assignment of this Agreement by Anthem, the obligations of the Provider shall be performed for Anthem with respect to the part retained and shall be performed for Anthem's assignee with respect to the part assigned, and such assignee is solely responsible to perform all obligations of Anthem with respect to the part assigned. The rights and obligations of the parties hereunder shall inure to the benefit of, and shall be binding upon, any permitted successors and assigns of the parties hereto.

9.3 Scope/Change in Status.

9.3.1 Anthem and Provider agree that this Agreement applies to Health Services rendered by Provider at the Provider's location(s) on file with Anthem. Anthem may, in its discretion, limit this Agreement to Provider's locations, operations, business or corporate form, status or structure in existence on the Effective Date of this Agreement and prior to the occurrence of any of the events set forth in subsections 9.3.1.1 – 9.3.1.5. Unless otherwise required by Regulatory Requirements, Provider shall provide at least ninety (90) days prior written notice of any such event.

9.3.1.1 Provider (a) sells, transfers or conveys his/her/its business or any substantial portion of his/her/its business assets to another entity through any manner including but not limited to a stock, real estate or asset transaction or other type of transfer; (b) is otherwise acquired or controlled by any other entity through any manner, including but not limited to purchase, merger, consolidation, alliance, joint venture, partnership, association, or expansion; or

9.3.1.2 Provider transfers control of his/her/its management or operations to any third party, including Provider entering into a management contract with a physician practice management company or with another entity which does not manage Provider as of the Effective Date of this Agreement, or there is a subsequent change in control of Provider's current management company; or

9.3.1.3 Provider acquires or controls any other medical practice, facility, service, beds or entity; or

9.3.1.4 Provider changes his/her/its locations, business or operations, corporate form or status, tax identification number, or similar demographic information; or

9.3.1.5 Provider creates or otherwise operates a licensed health maintenance organization or commercial health plan (whether such creation or operation is direct or through a Provider affiliate).

9.3.2 Notwithstanding the termination provisions of Article VIII, and without limiting any of Anthem's rights as set forth elsewhere in this Agreement, Anthem shall have the right to terminate this Agreement by giving at least sixty (60) days written notice to Provider if Anthem determines, that as a result of any of the transactions listed in subsection 9.3.1, Provider cannot satisfactorily perform the obligations hereunder, or cannot comply with one or more of the terms and conditions of this Agreement, including but not limited to the confidentiality provisions herein; or Anthem elects in its reasonable business discretion not to do business with Provider, the successor entity or new management company, as a result of one or more of the events as set forth in subsection 9.3.1.

9.3.3 Provider shall provide Anthem with thirty (30) days prior written notice of:

9.3.3.1 Addition or removal of individual provider(s) who are employed or subcontracted with Provider, if applicable. Any new individual providers must meet Plan's credentialing requirements or other applicable standards of participation prior to being designated as a Participating Provider; or

9.3.3.2 A change in mailing address.

9.3.4 If Provider is acquired by, acquires or merges with another entity, and such entity already has an agreement with Anthem, Anthem will determine in its sole discretion which Agreement will prevail.

9.4 Definitions. Unless otherwise specifically noted, the definitions as set forth in Article I of this Agreement will have the same meaning when used in any attachment, the provider manual(s) and Policies.

9.5 Entire Agreement. This Agreement, exhibits, attachments, appendices, and amendments hereto, and the provider manual(s), together with any items incorporated herein by reference, constitute the entire understanding between the parties and supersedes all prior oral or written agreements between them with respect to the matters provided for herein. If there is an inconsistency between any of the provisions of this Agreement and the provider manual(s), then, this Agreement shall govern. In addition, if there is an inconsistency between the terms of this Agreement and the terms provided in any attachment to this Agreement, then the terms provided in that attachment shall govern.

9.6 Force Majeure. Neither party shall be deemed to be in violation of this Agreement if such party is prevented from performing any of his/her/its obligations hereunder due to natural or man-made disasters, including fire, flood, earthquake, terrorism, or any similar unforeseeable act beyond its reasonable control, acts of any public enemy, statutory or other laws, regulations, rules, orders, or actions of the federal, state, or local government or any agency thereof.

9.7 Compliance with Regulatory Requirements. Anthem and Provider agree to comply with all applicable Regulatory Requirements, as amended from time to time, relating to their obligations under this Agreement, and maintain in effect all permits, licenses and governmental and board authorizations and approvals as necessary for business operations. Provider warrants that as of the Effective Date, he/she/it is and shall remain licensed and certified for the term of this Agreement in accordance with all Regulatory Requirements (including those applicable to utilization review and Claims payment) relating to the provision of Health Services to Members. Provider shall supply evidence of such licensure, compliance and certifications to Anthem upon request. If there is a conflict between this section and any other provision in this Agreement, then this section shall control.

9.7.1 In addition to the foregoing, Provider warrants and represents that at the time of entering into this Agreement, neither he/she/it nor any of his/her/its employees, contractors, subcontractors, principals or agents are ineligible, excluded, suspended, terminated or debarred from participating in a Government Program ("Ineligible Person"). Provider shall remain continuously responsible for ensuring that his/her/its employees, contractors, subcontractors, principals or agents are not Ineligible Persons. If Provider or any employees, subcontractors, principals or agents thereof

becomes an Ineligible Person after entering into this Agreement or otherwise fails to disclose his/her/its Ineligible Person status, Provider shall have an obligation to (1) immediately notify Anthem of such Ineligible Person status and (2) within ten (10) days of such notice, remove such individual from responsibility for, or involvement with, Provider's business operations related to this Agreement.

9.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where Anthem has its primary place of business, unless such state laws are otherwise preempted by federal law. However, coverage issues specific to a Health Benefit Plan are governed by the state laws where the Health Benefit Plan is issued, unless such state laws are otherwise preempted by federal law.

9.9 Intent of the Parties. It is the intent of the parties that this Agreement is to be effective only in regards to their rights and obligations with respect to each other; it is expressly not the intent of the parties to create any independent rights in any third party or to make any third party a third party beneficiary of this Agreement, except to the extent specified in the Payment in Full and Hold Harmless section of this Agreement, or in a Participation Attachment(s).

9.10 Non-Exclusive Participation. None of the provisions of this Agreement shall prevent Provider or Plan from participating in or contracting with any provider, preferred provider organization, health maintenance organization/health insuring corporation, or any other health delivery or insurance program. Provider acknowledges that Plan does not warrant or guarantee that Provider will be utilized by any particular number of Members.

9.11 Notice. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be delivered by hand, facsimile, electronic mail, or mail. Notice shall be deemed to be effective: (a) when delivered by hand, (b) upon transmittal when transmitted by facsimile transmission or by electronic mail, (c) upon receipt by registered or certified mail, postage prepaid, (d) on the next business day if transmitted by national overnight courier, or (e) if sent by regular mail, five (5) days from the date set forth on the correspondence. Unless specified otherwise in writing by a party, Anthem shall send Provider notice to an address that Anthem has on file for Provider, and Provider shall send Anthem notice to Anthem's address as set forth on the signature page. Notwithstanding the foregoing, and unless otherwise required by Regulatory Requirements, Anthem may post updates to its provider manual(s) and Policies on its web site.

9.12 Severability. In case any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect, the remaining provisions shall be construed liberally in order to effectuate the purposes hereof, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. If one or more provisions of the Agreement are invalid, illegal or unenforceable and an amendment to the Agreement is necessary to maintain its integrity, the parties shall make commercially reasonable efforts to negotiate an amendment to this Agreement and any attachments or addenda to this Agreement which could reasonably be construed not to contravene such statute, regulation, or interpretation. In addition, if such invalid, unenforceable or materially affected provision(s) may be severed from this Agreement and/or attachments or addenda to this Agreement without materially affecting the parties' intent when this Agreement was executed, then such provision(s) shall be severed rather than terminating the Agreement or any attachments or addenda to this Agreement.

9.13 Waiver. Neither the waiver by either of the parties of a breach of any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasion, to enforce any of the provisions of this Agreement, shall thereafter be construed as a waiver of any subsequent breach of any of the provisions of this Agreement.

9.14 Construction. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

9.15 Counterparts and Electronic Signatures.

9.15.1 This Agreement and any amendment hereto may be executed in two (2) or more counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9.15.2 Either party may execute this Agreement or any amendments by valid electronic signature, and such signature shall have the same legal effect of a signed original.

ARTICLE X
BCBSA REQUIREMENTS

10.1 Blue Cross Blue Shield Association (BCBSA). Provider hereby expressly acknowledges his/her/its understanding that this Agreement constitutes a contract between Provider and Anthem, that Anthem is an independent corporation operating under a license from the Blue Cross and Blue Shield Association ("BCBSA"), an association of independent Blue Cross and/or Blue Shield Plans, permitting Anthem to use the Blue Cross and/or Blue Shield service marks in the state (or portion of the state) where Anthem is located, and that Anthem is not contracting as the agent of the BCBSA. Provider further acknowledges and agrees that he/she/it has not entered into this Agreement based upon representations by any person other than Anthem, and that no person, entity or organization other than Anthem shall be held accountable or liable to Provider for any of Anthem's obligations to Provider created under this Agreement. Provider has no license to use the Blue Cross and/or Blue Shield names, symbols, or derivative marks (the "Brands") and nothing in the Agreement shall be deemed to grant a license to Provider to use the Brands. Any references to the Brands made by Provider in his/her/its own materials are subject to review and approval by Anthem. This section shall not create any additional obligations whatsoever on the part of Plan other than those obligations created under other provisions of this Agreement.

10.2 Blue Cross Blue Shield Out of Area Program. Provider agrees to provide Covered Services to any person who is covered under another BCBSA out of area or reciprocal program, and to submit Claims for payment in accordance with current BCBSA Claims filing guidelines. Provider agrees to accept payment by Plan at the Anthem Rate for the equivalent Network as payment in full except Provider may bill, collect and accept compensation for Cost Shares. The provisions of this Agreement shall apply to Eligible Charges as defined in the PCS for Covered Services under the out of area or reciprocal programs. Provider further agrees to comply with other similar programs of the BCBSA. For Members who are enrolled under BCBSA out of area or reciprocal programs, Provider shall comply with the applicable Plan's utilization management policies.

Each party warrants that it has full power and authority to enter into this Agreement and the person signing this Agreement on behalf of either party warrants that he/she has been duly authorized and empowered to enter into this Agreement.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

Provider shall be designated as a Participating Provider in the Networks set forth on the Provider Network Attachment on the later of: (1) the Effective Date of this Agreement or; (2) as determined by Plan in its sole discretion, the date Provider has met applicable credentialing requirements, standards of participation and accreditation requirements.

PROVIDER LEGAL NAME: City of Fishers

By: _____ _____
Signature, Authorized Representative of Provider(s) Date

Printed: Eric Ward Credentialing Specialist
Name Title

Address: 8937 Technology Dr Fishers IN 46038
Street City State Zip

Tax Identification Number (TIN): 351361390

(Note: if any of the following is not applicable, please leave blank)

Phone Number: 3175675045

Anthem Insurance Companies, Inc. doing business as Anthem Blue Cross and Blue Shield

ANTHEM INTERNAL USE ONLY

THE EFFECTIVE DATE OF THIS AGREEMENT IS: _____

By: _____ _____
Signature, Authorized Representative of Anthem Date

Printed: Mickey Kanosky Regional Vice President, Healthcare Networks
Name Title

Address 220 Virginia Avenue - IN0202-A548 Indianapolis IN 46204
Street City State Zip

(Note: if any of the following is not applicable, please leave blank)

Facsimile Number: 317-287-5183

Web Site: www.anthem.com

PROVIDER NETWORKS ATTACHMENT

Provider shall be designated as a Participating Provider in the Networks set forth on the Provider Network Attachment on the later of: (1) the Effective Date of this Agreement or; (2) as determined by Plan in its sole discretion, the date Provider has met applicable credentialing requirements, standards of participation and accreditation requirements.

Commercial lines of business:

- HMO
- PPO
- Indemnity/Traditional/Standard

Governmental lines of business:

- Healthy Indiana Plan
- Medicaid (Hoosier Healthwise, Hoosier Care Connect and Indiana PathWays for Aging)
- Medicare Advantage HMO
- Medicare Advantage PPO

COMMERCIAL BUSINESS
PARTICIPATION ATTACHMENT TO THE
ANTHEM BLUE CROSS AND BLUE SHIELD
PROVIDER AGREEMENT

This is a Commercial Business Participation Attachment ("Attachment") to the Anthem Blue Cross and Blue Shield Provider Agreement ("Agreement"), entered into by and between Anthem and Provider and is incorporated into the Agreement.

ARTICLE I
DEFINITIONS

The following definitions shall apply to this Attachment. Terms not otherwise defined in this Attachment shall carry the meaning set forth in the Agreement.

"Commercial Business" means certain Health Benefit Plans, including individual and employer groups, partially or wholly insured or administered by Plan, under which Members have access to a network of providers and receive an enhanced level of benefits when they obtain Covered Services from Participating Providers. Commercial Business does not include Government Programs as defined in the Agreement, but does include the FEHBP as well as state and local government employer programs.

"Commercial Business Covered Services" means, for purposes of this Attachment, only those Covered Services provided under Plan's Commercial Business products.

"Commercial Business Member" means, for purposes of this Attachment, a Member who is covered under one of Plan's Commercial Business products.

"Complete Claim" means, unless applicable law otherwise requires, an accurate Claim submitted pursuant to this Agreement, for which all information necessary to process such Claim and make a benefit determination is included.

"Medically Necessary" or "Medical Necessity" means the definition set forth in the Health Benefit Plan, unless a different definition is required by Regulatory Requirements.

ARTICLE II
SERVICES/OBLIGATIONS

2.1 Participation-Networks Supporting Commercial Business. As a participant in one or more Networks supporting Plan's Commercial Business as set forth on the Provider Networks Attachment of the Agreement, Provider will render Commercial Business Covered Services to Commercial Business Members in accordance with the terms and conditions of the Agreement and this Attachment. Except as set forth in this Attachment, or the PCS, all terms and conditions of the Agreement will apply to Provider's participation in Networks supporting Plan's Commercial Business. The terms and conditions set forth in this Attachment are limited to the provision of and payment for Health Services provided to Commercial Business Members.

2.1.1 This provision intentionally left blank.

2.2 This provision intentionally left blank.

2.3 Submission and Adjudication of Commercial Business Claims. Unless otherwise instructed, or required by Regulatory Requirements, Provider shall submit Claims to Plan, using appropriate and current Coded Service Identifier(s), within ninety (90) days from the date the Health Services are rendered or Plan will refuse payment. If Plan is the secondary payor, the ninety (90) day period will not begin until Provider receives notification of primary payor's responsibility.

2.3.1 Provider agrees to provide to Anthem, unless otherwise instructed, at no cost to Anthem, Plan or the Commercial Business Member, all information necessary for Plan to determine its payment liability. Such information includes, without limitation, accurate and Complete Claims for Commercial Business Covered Services. Once Anthem determines Plan has any payment liability, all Complete Claims will be paid in accordance with the terms and conditions of a Commercial Business Member's Health Benefit Plan, the PCS, and the provider manual(s).

2.3.2 Provider agrees to submit Claims and applicable attachments to the Claims in an electronic format consistent with industry standards and as set forth in the provider manual(s), unless otherwise mandated by applicable Regulatory Requirements.

2.3.3 If Anthem or Plan asks for additional information so that Plan may process the Claim, Provider must provide that information within sixty (60) days, or before the expiration of the ninety (90) day period referenced in section 2.3 above, whichever is longer.

2.3.4 In no event, shall Provider bill, collect, or attempt to collect payment from the Commercial Business Member for Claims Plan receives after the applicable period(s) as set forth in section 2.3 above, regardless of whether Plan pays such Claims.

2.3.5 In all events, however, Provider shall only look for payment (except for applicable Cost Shares or other obligations of Commercial Business Members) from the Plan that provides the Health Benefit Plan for the Commercial Business Member for Commercial Business Covered Services rendered.

2.4 Plan Payment Time Frames. Anthem shall require Plans or their designees to use commercially reasonable efforts to adjudicate or arrange for adjudication and where appropriate make payment for all Complete Claims for Commercial Business Covered Services submitted by Provider within ninety (90) days, exclusive of Claims that have been suspended due to the need to determine Medical Necessity, or the extent of Plan's payment liability, if any, because of issues such as coordination of benefits, subrogation or verification of coverage.

2.5 Out of Network Referrals and Transfers. In addition to the Cost Effective Care provision in the Agreement, Provider may refer or transfer a Commercial Business Member to a non-Participating Provider after obtaining a written acknowledgement (e.g. written waiver form) from the Commercial Business Member, prior to the provision of the service, indicating that: (1) the Commercial Business Member was advised that no coverage, or only out-of-network coverage would be available from Plan; and (2) the Commercial Business Member agreed to be financially responsible for additional costs related to such service.

2.6 Pass-Through Charges. Provider agrees not to pass through to Plan or the Commercial Business Member any charges which Provider incurs as a result of providing supplies or making referrals to another provider or entity. Examples include, but are not limited to, pass-through charges associated with laboratory services, pathology services, radiology services and durable medical equipment. If Anthem has a direct contract with the subcontractor, the direct contract shall prevail over the Agreement.

2.7 Plan and Commercial Business Member Access. Only Plans administering Commercial Business and Commercial Business Members may access the terms and conditions of this Attachment and the Commercial Business rates set forth in the PCS.

ARTICLE III
TERMINATION

3.1 Termination-Commercial Business Attachment and/or Network(s). At any time either party may terminate, without cause, Provider's participation in one or more Commercial Network(s) designated on the Provider Networks Attachment, or this Attachment by giving at least one hundred eighty (180) days prior written notice of termination to the other party. Following any termination as described herein, the remainder of the Agreement shall remain in full force and effect, if applicable. This provision shall not apply to Provider's participation in Anthem's Indemnity/Standard/Traditional products.

3.2 Survival. The provisions of this Attachment set forth below shall survive termination or expiration of the Agreement:

3.2.1 Any provisions required in order to comply with Regulatory Requirements.

3.3 Effect of Termination. Following termination of this Attachment, the remainder of the Agreement shall continue in full force and effect, if applicable. In addition, upon termination of this Attachment but subject to the Continuation of Care provision(s) and applicable Regulatory Requirements, any references to services, reimbursement, or participation in Networks related to Commercial Business are hereby terminated in full and shall have no further force and effect.

ARTICLE IV

GENERAL PROVISIONS

4.1 Exchanges. Unless specifically set forth on the Network listing on the Provider Networks Attachment and /or in the PCS or as otherwise designated by Anthem, the Anthem Rate shall not apply to any products which Anthem may offer on state-based, regional or federal health insurance exchanges ("Exchanges") established by the Patient Protection and Affordable Care Act.

4.2 Inconsistencies. In the event of an inconsistency between terms of this Attachment and the terms and conditions as set forth in the Agreement, the terms and conditions of this Attachment shall govern. Except as set forth herein, all other terms and conditions of the Agreement remain in full force and effect.

INDIANA MEDICAID
PARTICIPATION ATTACHMENT TO THE
ANTHEM BLUE CROSS AND BLUE SHIELD
PROVIDER AGREEMENT

This is a Medicaid Participation Attachment ("Attachment") to the Anthem Provider Agreement ("Agreement"), entered into by and between Anthem and Provider and is incorporated into the Agreement.

ARTICLE I
DEFINITIONS

The following definitions shall apply to this Attachment. Terms not otherwise defined in this Attachment shall carry the meaning set forth in the Agreement.

"Clean Claim" means a claim submitted by a Provider for payment under the Medicaid Program that can be processed without obtaining additional information from: (1) the provider of the service; or (2) a third party. This includes a claim with errors originating in the state's claims processing system; and does not include a claim: (a) from a provider who is under investigation for fraud or abuse (as used in 42 CFR 447.45(b)); or (b) under review for medical necessity.

"Medicaid" means medical assistance provided under a state plan approved under Title XIX of the Social Security Act. Hoosier Healthwise ("HHW"), Healthy Indiana Plan ("HIP") Hoosier Care Connect ("HCC") and Indiana PathWays for Aging are the medical assistance programs provided in Indiana. Such programs are defined on the Agency's website.

"Medicaid Program(s)" means a medical assistance provided under a Health Benefit Plan approved under Title XVI, Title XIX and/or Title XXI of the Social Security Act or any other federal or state funded program or product as designated by Anthem. HHW, HIP, HCC and Indiana PathWays for Aging shall be considered Medicaid Programs. All uses of Medicaid Program(s) shall apply to HHW, HIP, HCC and Indiana PathWays for Aging as applicable.

"Medicaid Covered Services" means those Covered Services provided under Anthem's Medicaid Program(s). All uses of Medicaid Covered Service(s) shall apply to HHW, HIP, HCC and Indiana PathWays for Aging as applicable.

"Medicaid Member" means a Member who is enrolled in Anthem's Medicaid Program(s). All uses of Medicaid Member(s) shall apply to HHW, HIP, HCC and Indiana PathWays for Aging as applicable.

"Medically Necessary/Medical Necessity" means a Covered Service if, in a manner consistent with accepted standards of medical practice, it is reasonably expected to (i) prevent or diagnose the onset of an illness, injury, condition, primary disability or secondary disability; (ii) cure, correct, reduce or ameliorate the physical, mental, cognitive or developmental effects of an illness, injury or disability; or (iii) reduce or ameliorate the pain or suffering caused by an illness, injury, condition or disability.

ARTICLE II
SERVICES/OBLIGATIONS

2.1 Provider Network Participation.

2.1.1 As applicable, Provider agrees to participate as a Network Provider in Anthem's managed care Healthy Indiana Plan Network ("Healthy Indiana Plan Network") and to provide Health Services to Medicaid Members who are enrolled in HIP.

2.1.2 As applicable, Provider agrees to participate as a Network Provider in Anthem's managed care Hoosier Healthwise Network including Hoosier Care Connect and Indiana PathWays for Aging, ("Hoosier Healthwise Network") to provide Health Services to Medicaid Members who are enrolled in HHW, HCC, and Indiana PathWays for Aging.

2.1.3 For the purposes of this Attachment, Hoosier Healthwise Network and Healthy Indiana Plan Network, shall be individually or collectively referred to as "Anthem's Medicaid Network", as applicable.

2.1.4 As a participant in Anthem's Medicaid Network, Provider will render Medicaid Covered Services to Medicaid Members enrolled in Anthem's Medicaid Network in accordance with the terms and conditions of the Agreement and this Attachment. Such Medicaid Covered Services provided shall be within the scope of Provider's licensure, expertise, and usual and customary range of services pursuant to the terms and conditions of the Agreement and this Attachment, and Provider shall be responsible to Anthem for his/her/its performance hereunder. Except as set forth in this Attachment or the Plan Compensation Schedule ("PCS"), all terms and conditions of the Agreement will apply to Provider's participation in Anthem's Medicaid Network. The terms and conditions set forth in this Attachment are limited to the provision of and payment for Health Services provided to Medicaid Members.

2.2 Duties and Obligations to Medicaid Members. All of Provider's duties and obligations to Members set forth in the Agreement shall also apply to Medicaid Members. To the extent mandated by Regulatory Requirements, Provider shall ensure that Medicaid Members have access to twenty-four (24) hour-per-day, seven (7) day-per-week urgent and Emergency Services, as defined in the PCS. Provider shall not discriminate in the acceptance of Medicaid Members for treatment, and shall provide to Medicaid Members the same access to services as Provider gives to all other patients. Provider shall furnish Anthem with at least ninety (90) days prior written notice if Provider plans to close its practice to new patients or ceases to continue in Provider's current practice.

2.3 Provider Responsibility. Plan shall not be liable for, nor will it exercise control or direction over, the manner or method by which Provider provides Health Services to Medicaid Members. Provider shall be solely responsible for all medical advice and services provided by Provider to Medicaid Members. Provider acknowledges and agrees that Plan may deny payment for services rendered to a Medicaid Member which it determines are not Medically Necessary, are not Medicaid Covered Services under the applicable Medicaid Program(s), or are not otherwise provided or billed in accordance with the Agreement and/or this Attachment. A denial of payment or any action taken by Plan pursuant to a utilization review, referral, discharge planning program or claims adjudication shall not be construed as a waiver of Provider's obligation to provide appropriate Health Services to a Medicaid Member under applicable Regulatory Requirements and any code of professional responsibility. However, this provision does not require Provider to provide Health Services if Provider objects to such service on moral or religious grounds.

2.4 Reporting Fraud and Abuse. Provider shall cooperate with Anthem's anti-fraud compliance program. If Provider identifies any actual or suspected fraud, abuse or misconduct in connection with the services rendered hereunder in violation of Regulatory Requirements, Provider shall promptly report such activity directly to the compliance officer of Anthem or through the compliance hotline in accordance with the provider manual(s). In addition, Provider is not limited in any respect in reporting other actual or suspected fraud, abuse, or misconduct to Anthem.

2.5 Plan Marketing/Information Requirements. Provider agrees to abide by Plan's marketing/information requirements. Provider shall forward to Plan for prior approval all flyers, brochures, letters and pamphlets Provider intends to distribute to Medicaid Members concerning its payor affiliations, or changes in affiliation or relating directly to the Medicaid population. Provider will not distribute any marketing or recipient informing materials without the consent of Plan or the applicable Agency.

2.6 Schedule of Benefits and Determination of Medicaid Covered Services. Anthem shall make available upon Provider's request schedules of Medicaid Covered Services for applicable Medicaid Program(s), and will notify Provider in a timely manner of any material amendments or modifications to such schedules.

2.7 Medicaid Member Verification. Provider shall establish a Medicaid Member's eligibility for Medicaid Covered Services prior to rendering services, except in the case of an Emergency Condition, as defined in the PCS, where such verification may not be possible. In the case of an Emergency Condition, Provider shall establish a Medicaid Member's eligibility as soon as reasonably practical. Plan shall provide a system for Providers to contact Plan to verify a Medicaid Member's eligibility twenty-four (24) hours a day, seven (7) days per week. Nothing contained in this Attachment or the Agreement shall, or shall be construed to, require advance notice, coverage verification, or pre-authorization for Emergency Services, as defined in the PCS, provided in accordance with the federal Emergency Medical Treatment and Active Labor Act ("EMTALA") prior to Provider's rendering such Emergency Services.

2.8 Hospital Affiliation and Privileges. To the extent required under Plan's credentialing requirements, Provider or any Participating Providers employed by or under contract or subcontract with Provider shall maintain privileges to practice at one or more of Plan's participating hospitals. In addition, in accordance with the

Change in Provider Information Section of the Agreement, Provider shall immediately notify Anthem in the event any such hospital privileges are revoked, limited, surrendered, or suspended at any hospital or health care facility.

2.9 Participating Provider Requirements. If Provider is a group provider, Provider shall require that all Participating Providers employed by or under contract or subcontract with Provider comply with all terms and conditions of the Agreement and this Attachment. Notwithstanding the foregoing, Provider acknowledges and agrees that Anthem is not obligated to accept as Participating Providers all providers employed by or under contract or subcontract with Provider.

2.10 Coordinated and Managed Care. Provider shall participate in utilization management and care management programs designed to facilitate the coordination of services as referenced in the applicable provider manual(s).

2.11 Representations and Warranties. Provider represents and warrants that all information provided to Plan is true and correct as of the date such information is furnished, and that Provider is unaware of any undisclosed facts or circumstances that would make such information inaccurate or misleading. Provider further represents and warrants that Provider: (i) is legally authorized to provide the services contemplated hereunder; (ii) is qualified to participate in all applicable Medicaid Program(s); (iii) is not in violation of any licensure or accreditation requirement applicable to Provider under Regulatory Requirements; (iv) has not been convicted of bribery or attempted bribery of any official or employee of the jurisdiction in which Provider operates, nor made an admission of guilt of such conduct which is a matter of record; (v) is capable of providing all data related to the services provided hereunder in a timely manner as reasonably required by Plan to satisfy its internal requirements and Regulatory Requirements, including, without limitation, data required under the Health Employer Data and Information Set ("HEDIS") and National Committee for Quality Assurance ("NCQA") requirements; and (vi) is not, to Provider's best knowledge, the subject of an inquiry or investigation that could foreseeably result in Provider failing to comply with the representations set forth herein. In accordance with the Change in Provider Information Section of the Agreement, Provider shall immediately provide Anthem with written notice of any material changes to such information.

ARTICLE III
COMPENSATION AND AUDIT

3.1 Submission and Adjudication of Medicaid Claims. Unless otherwise instructed, or required by Regulatory Requirements, Provider shall submit Claims to Plan, using appropriate and current Coded Service Identifier(s), within ninety (90) days from the date the Health Services are rendered or Plan may refuse payment. If Plan is the secondary payor, the ninety (90) day period will not begin until Provider receives notification of primary payor's responsibility. Anthem shall waive the timely filing requirement in the case of Claims for Medicaid Members with retroactive coverage, such as presumptively eligible pregnant women and newborns. In addition, Anthem shall waive the ninety (90) day timely filing requirement in the case of Claims for Medicaid Members where a retroactive coverage change or error has resulted in Other Payors recouping or recovering a Claim; Provider shall submit such Claim to Anthem within ninety (90) days of the Other Payor's recovery or recoupment notice.

3.1.1 Provider agrees to provide to Anthem, unless otherwise instructed, at no cost to Anthem, Plan or the Medicaid Member, all information necessary for Plan to determine its payment liability. Such information includes, without limitation, accurate and Clean Claims for Medicaid Covered Services. Once Anthem determines Plan has any payment liability, all Clean Claims will be paid in accordance with the terms and conditions of the Medicaid Member's Health Benefit Plan, the PCS, and the provider manual(s).

3.1.2 Provider agrees to submit Claims in a format consistent with industry standards and acceptable to Plan either (a) electronically through electronic data interchange ("EDI"), or (b) if electronic submission is not available, utilizing paper forms as defined by the National Uniform Claim Committee ("NUCC").

3.1.3 If Anthem asks for additional information so that Anthem may process the Claim, Provider must provide that information within sixty (60) days, or before the expiration of the ninety (90) day period referenced in section 3.1 above, whichever is longer.

3.1.4 Anthem shall adjudicate a Clean Claim, in accordance with, and within the time frames under, the Regulatory Requirements applicable to Anthem's Medicaid Program(s).

3.2 Medicaid Affiliate Services. Provider acknowledges that Anthem is affiliated with health plans that offer similar benefits under similar programs as the programs covered hereunder ("Medicaid Affiliates"). The parties acknowledge that Provider is not a Participating Provider in Medicaid Affiliate's Network for purposes of rendering services to Medicaid Members. However, in the event Provider treats a Medicaid Member of a Medicaid Affiliate, subject to Regulatory Requirements, Provider shall accept as payment in full the rates established by the Medicaid Affiliate's state program governing care to Medicaid Members. Such services must be Medicaid Covered Services under the Medicaid Affiliate's state program, and shall require prior authorization, except for Emergency Services and services for which a Medicaid Member is entitled to self-refer. Upon request, Anthem shall coordinate and provide information as necessary between Provider and Medicaid Affiliate for services rendered to Medicaid Member.

3.3 Audit for Compliance with CMS Guidelines. Notwithstanding any other terms and conditions of the Agreement, this Attachment, or the PCS, Anthem has the same rights as CMS, to review and/or Audit and, to the extent necessary recover payments on any claim for Medicaid Covered Services rendered pursuant to this Agreement to ensure compliance with CMS Regulatory Requirements.

3.3.1 Anthem will suspend all payments to Provider if Agency determines that there is credible allegation of fraud and provides written notice of a payment suspension to Anthem.

ARTICLE IV
COMPLIANCE WITH REGULATORY REQUIREMENTS

4.1 Indemnification of State. In addition to the Indemnification provision of the Agreement, Provider shall indemnify and hold harmless the state, its agencies, officers, and employees from all claims and suits, including court costs, attorney's fees, and other expenses, brought because of injuries or damages received or sustained by any person, persons, or property that is caused by any act or omission of Provider.

4.2 Medicaid Hold Harmless.

4.2.1 Provider agrees that Anthem's payment constitutes payment in full for any Medicaid Covered Services rendered to Medicaid Members as a condition of participation in Anthem's Medicaid Program(s). Provider agrees it shall not seek payment from the Medicaid Member, his/her representative or the state for any Health Services rendered pursuant to this Attachment, with the exception of Cost Shares, if any, or payment for non-Medicaid Covered Services otherwise requested by, and provided to, the Medicaid Member if the Medicaid Member agrees in writing to pay for the service prior to the service being rendered. The form of agreement must specifically state the admissions, services or procedures that are non-Medicaid Covered Services and the approximate amount of out of pocket expense to be incurred by the Medicaid Member. Provider agrees to use best commercial efforts to collect any required Cost Shares for Covered Services rendered to Medicaid Members. Provider agrees not to bill Medicaid Members for missed appointments while enrolled in the Medicaid programs. This provision shall remain in effect even in the event Anthem becomes insolvent.

4.2.2 In addition, Medicaid Members may not be held liable for any of the following:

4.2.2.1 Any payments for Medicaid Covered Services furnished under a contract, referral or other arrangement, to the extent that those payments are in excess of the Anthem Rate;

4.2.2.2 Medicaid Covered Services provided to the Medicaid Members for which Agency does not pay Anthem;

4.2.2.3 Medicaid Covered Services provided to the Medicaid Members for which Agency or Anthem does not pay the Provider that furnishes the Medicaid Covered Services under a contractual, referral or other arrangement;

4.2.2.4 Anthem's debts in the event of Anthem's insolvency; and

4.2.2.5 Provider shall be prohibited from balance billing Medicaid Members or their family members for any amount not paid as billed for a Medicaid Covered Service, i.e., charge the Medicaid Members for Medicaid Covered Services above the amount paid to Provider by Anthem.

4.2.3 A Provider can bill a Medicaid Member only when the following conditions have been met:

4.2.3.1 The service rendered must be determined to be non-covered by Anthem; or

4.2.3.2 The Medicaid Member has exceeded the program limitations for a particular service; and

4.2.3.3 The Medicaid Member must understand, before receiving the service, that the service is not covered by Anthem, and that the Medicaid Member is responsible for the charges associated with the service.

4.2.3.4 The Provider must maintain documentation that the Medicaid Member voluntarily chose to receive the service, knowing that Anthem did not cover the service. A generic consent form is not acceptable unless it identifies the specific procedure to be performed, and the Medicaid Member signs the consent before receiving the service. See the Indiana Health Coverage Programs ("IHCP") Provider Reference Modules and/or Medicaid Policy Manual for more information.

4.2.4 In cases where prior authorization is denied, Provider can bill a Medicaid Member for services if;

4.2.4.1 Provider establishes that authorization has been requested and denied prior to rendering the service;

4.2.4.2 Provider has an opportunity to request review of the authorization decision by Anthem;

4.2.4.3 If authorization is denied upon review, Provider must inform the Medicaid Member that the service requires authorization, and that authorization has been denied;

4.2.4.4 The Medicaid Member must be informed of the right to contact Anthem to file an appeal if the Medicaid Member disagrees with the decision to deny authorization;

4.2.4.5 Provider must inform the Medicaid Member of his/her responsibility for payment if the Medicaid Member chooses to or insists on receiving the services without authorization;

4.2.4.6 If a waiver is used to establish Medicaid Member responsibility for payment, use of such a waiver must meet the following requirements:

4.2.4.6.1 The waiver is signed only after the Medicaid Member receives the appropriate notification.

4.2.4.6.2 The waiver does not contain any language or condition to the effect that if authorization is denied, the Medicaid Member is responsible for payment.

4.2.4.6.3 Providers must not use non-specific patient waivers. A waiver must be obtained for each encounter or patient visit that falls under the scenario of non-Medicaid Covered Services.

4.2.4.6.4 The waiver must specify the date the services are provided and the services that fall under the waiver's application.

4.3 Agency Contract. Provider shall comply with the terms applicable to providers set forth in the Government Contract, including incorporated documents, between Anthem and the Agency, which applicable terms are incorporated herein by reference. Anthem agrees to provide Provider with a description of the applicable terms upon request.

4.4 Provider Regulatory Requirements. Provider agrees to the following with respect to Medicaid Members:

4.4.1 Maintain a current IHCP provider agreement and comply with all IHCP regulations;

4.4.2 Maintain medical care standards and practice guidelines as set forth and detailed in the IHCP Provider Reference Modules and/or Medicaid Policy Manual, but not limited to utilizing the Indiana

Health Coverage Program Prior Authorization Form available on the Indiana Medicaid website for submission of prior authorization requests to Anthem;

4.4.3 Respond to cultural, racial and linguistic needs of Medicaid Members;

4.4.4 Be duly licensed in accordance with the applicable state licensing board of the State of Indiana. Provider further agrees to remain in good standing with said board;

4.4.5 Comply with the terms applicable to Providers set forth in (1) the Request for Services issued by the State of Indiana in connection with the Medicaid Program, (2) the Government Contract between Anthem and the State of Indiana, which applicable terms are incorporated herein by reference and (3) the IHCP Provider Reference Modules and/or Medicaid Policy Manual;

4.4.6 Cooperate and comply with Anthem's Provider appeals process as fully set forth in the provider manual for purposes of Claims dispute resolution;

4.4.7 Cooperate with any program designed to monitor Medicaid Program compliance by Providers who participate in Anthem's Medicaid Network and comply with any corrective actions related thereto if Provider is out of compliance with the Agency's or Anthem's standards;

4.4.8 Submit all encounter Claims for Health Services rendered to Medicaid Members in accordance with Anthem's specifications for the submission of such encounter data; this provision shall survive termination of this Attachment for services rendered to Medicaid Members while Provider is a Network Provider;

4.4.9 Provide a copy of a Medicaid Member's medical record at no charge upon reasonable request by the Medicaid Member;

4.4.10 Facilitate the transfer of the Medicaid Member's medical record to another provider at said Medicaid Member's request, at no charge;

4.4.11 Cooperate with and permit evaluations, through on-site inspection or other means, during normal business hours, of the quality, appropriateness, and timeliness of Health Services rendered to Medicaid Members. Such evaluations may be conducted by Anthem, Agency, or other duly authorized agent of the state or Agency;

4.4.12 Cooperate with and permit inspections upon reasonable notice and at reasonable times of any records, medical or financial, pertinent to Provider's delivery of Health Services to Medicaid Members. Such inspections may be conducted by Anthem, Agency, or other duly authorized agent of the state or Agency;

4.4.13 Maintain an adequate record keeping system for recording services, charges, date and other commonly accepted information elements for Health Services rendered to Medicaid Members, including, without limitation, the following:

4.4.13.1 Prescriptions for medications;

4.4.13.2 Inpatient discharge summaries;

4.4.13.3 Patient histories (including immunizations) and physicals;

4.4.13.4 A list of substances used and/or abused, including alcohol, smoking and legal and illegal drugs; and

4.4.13.5 A record of outpatient, inpatient and emergency care, specialist referrals, ancillary care, laboratory and x-ray tests and findings.

Such medical records must be maintained in a detailed and comprehensive manner that conforms to good professional medical practice, permits effective professional medical review and medical audit processes, and facilitates an accurate system for follow-up treatment. Medical records must be legible, signed and dated and maintained for at least seven (7) years as required by state and federal regulations. Confidentiality of, and access to, medical records must be provided in

accordance with the Health Insurance Portability and Accountability Act ("HIPAA") Privacy Rule and all other state and federal requirements;

4.4.14 Participate in any internal and external quality assurance, utilization review, peer review, and grievance procedures established by Anthem for Medicaid Members;

4.4.15 Comply with the requirements of 42 CFR 489, Subpart I, related to maintaining and distributing written policies and procedures respecting advance directives;

4.4.16 Observe and protect the rights of Medicaid Members;

4.4.17 Provide Health Services to Medicaid Members for a minimum of thirty (30) calendar days or until the Medicaid Member finds another source of primary care, if Provider is designated by Anthem as a Primary Care Provider ("PCP") and Provider no longer participates in the Medicaid Network but continues to be an IHCP provider;

4.4.18 Prepare and submit reports as requested by an Agency by the completion date established by an Agency. Such requests will be limited to situations in which the desired data is considered essential and cannot be reasonably obtained through standard Anthem reports;

4.4.19 In the event of Anthem's insolvency, continue to provide Health Services to Medicaid Members until the end of the month in which insolvency has occurred and to provide inpatient Health Services until the date of discharge for any Medicaid Member institutionalized when insolvency occurs;

4.4.20 Maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Attachment and make such materials available at the respective offices at all reasonable times during the term of this Attachment, and for three (3) years from the date of final payment under this Attachment, for inspection by the state or its authorized designees. Copies shall be furnished at no cost to the state if requested;

4.4.21 If Provider renders lab services in the office, it must maintain a valid Clinical Laboratory Improvement Amendments ("CLIA") certificate for all laboratory testing sites and comply with CLIA regulations at 42 CFR Part 493 for all laboratory testing sites performing Health Services pursuant to this Attachment; and

4.4.22 Provider shall ask and encourage Medicaid Members to sign a consent that permits release of substance abuse treatment information to Anthem and other providers.

4.4.23 Behavioral Health Services. If Provider is a behavioral health provider or providing behavioral health services, the following provisions shall also apply:

4.4.23.1 Provider shall ensure that Medicaid Members receiving inpatient psychiatric services are scheduled for outpatient follow-up and/or continuing treatment prior to discharge and that such follow-up and/or continuing treatment is within seven (7) calendar days from the date of the Medicaid Member's discharge. If the Medicaid Member misses the follow-up and/or continuing treatment that was scheduled within seven (7) calendar days from the date of the Medicaid Member's discharge, Provider shall contact the Medicaid Member within three (3) business days of the notification of the missed appointment.

4.4.23.2 Provider shall notify Anthem and the Medicaid Member's PCP within five (5) calendar days of a Medicaid Member who is at risk for hospitalization or who has had a hospitalization, and submit the following information to Anthem and the Medicaid Member's PCP;

4.4.23.2.1 A written summary of the initial assessment session;

4.4.23.2.2 Primary and secondary diagnoses;

4.4.23.2.3 Medication prescribed;

4.4.23.2.4 Psychotherapy prescribed; and

4.4.23.2.5 Any other relevant information.

4.4.23.3 Provider shall notify Anthem and the Medicaid Member's PCP of a Medicaid Member who is not at risk for hospitalization, and submit the following information to Anthem and the Medicaid Member's PCP within five (5) calendar days of the initial session:

4.4.23.3.1 A written summary of the initial visit and a summary of the findings, including:

4.4.23.3.2 Provider's contact information;

4.4.23.3.3 Visit Date;

4.4.23.3.4 Presenting problem and diagnosis;

4.4.23.3.5 Medication prescribed;

4.4.23.3.6 Psychotherapy prescribed; and

4.4.23.3.7 Any other relevant information.

4.4.23.4 Provider shall notify Anthem and the Medicaid Member's PCP of any significant changes in the Medicaid Member's status and/or a change in the level of care.

4.4.24 Maintain quality improvement goals and performance activities specific to the types of Health Services performed by Provider.

4.5 Primary Care Provider ("PCP") Requirements.

4.5.1 PCPs must accept a panel of Medicaid Members of at least one hundred (100) individuals. The foregoing does not require PCP to maintain a panel size as indicated, but merely prohibits PCP from closing his/her practice to new Medicaid Members unless the panel size is reached. PCP is also not prohibited from accepting more Medicaid Members than the indicated panel size. For group practices, the panel size indicated is for each PCP within the group but the total panel is calculated in the aggregate for the group*;

4.5.2 This provision intentionally left blank.

4.5.3 PCPs must provide or arrange for coverage of services twenty four (24) hours a day, seven (7) days a week;

4.5.4 All PCPs must coordinate Medicaid Member's physical and behavioral health care and make any referrals necessary for services required when Medicaid Member receives services from any provider other than the PCP unless the service is a self-referral service;

4.5.5 All PCPs must have a mechanism in place to offer Medicaid Members direct contact with their PCP, or the PCP's qualified clinical staff person, through a toll-free telephone number twenty four (24) hours a day, seven (7) days a week;

4.5.6 Each PCP must be available to see Medicaid Members at least three (3) days per week for a minimum of twenty (20) hours per week at any combination of no more than two (2) locations;

4.5.7 All PCPs must provide "live voice" coverage after normal business hours. After hours coverage for the PCP may include an answering service or a shared-call system with other medical providers.

PCP group panel size is established on a per PCP basis but calculated in the aggregate for the group. Each PCP in the group is not required to have equal panel size. Thus a panel assignment of one hundred (100) Medicaid Members for a group with three (3) PCPs means that the group as a whole must have three hundred (300) Medicaid Members before it may close its practice to new Medicaid Members. The panel of three hundred (300) Medicaid Members may be distributed among the three (3) PCPs in any configuration. All of the following configurations satisfy the

requirement for a per PCP panel of one hundred (100) Medicaid Members for a group of three (3)PCPs.

Ex. A.	PCP 1: 100	Ex. B.	PCP 1: 150	Ex. C.	PCP 1: 300
	PCP 2: 200		PCP 2: 150		PCP 2: 0
	PCP 3: 300		PCP 3: 0		PCP 3: 0

4.6 Compliance with Healthy Indiana Plan.

4.6.1 Provider agrees to the following with respect to HIP Members:

4.6.1.1 Provider shall be compensated pursuant to the PCS. Provider acknowledges that HIP Members shall have access to Provider's rates. Such rates, as well as quality information regarding Provider, may be made available on Anthem's Member website.

4.6.1.2 PCPs must coordinate HIP Member's physical and behavioral health care.

4.7 Compliance with Other Laws. In addition to the provisions in the Agreement, Provider agrees to comply with:

4.7.1 I.C. 22-9-1-10 and the Civil Rights Act of 1964, as amended, and any other applicable state or federal law, regulations and executive orders prohibiting discrimination, in that Provider shall not discriminate against any employee or applicant for employment in the performance of this Attachment. Provider shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this provision shall be considered default.

4.7.2 All requirements applicable to Provider under the Health Insurance Portability and Accountability Act ("HIPAA") of 1996.

4.8 Federal Funds. Provider acknowledges that payments Provider receives from Plan to provide Medicaid Covered Services to Medicaid Members are, in whole or part, from federal funds. Therefore, Provider and any of his/her/its subcontractors are subject to certain laws that are applicable to individuals and entities receiving federal funds, which may include but are not limited to, Title VI of the Civil Rights Act of 1964 as implemented by 45 CFR Part 84; the Age Discrimination Act of 1975 as implemented by 45 CFR Part 91; the Americans with Disabilities Act; the Rehabilitation Act of 1973, lobbying restrictions as implemented by 45 CFR Part 93 and 31 USC 1352, Title IX of the Educational Amendments of 1972, as amended (30 U.S.C. sections 1681, 1783, and 1685-1686) and any other regulations applicable to recipients of federal funds.

4.9 Surety Bond Requirement. If Provider provides home health services or durable medical equipment, Provider shall comply with all applicable provisions of Section 4724(b) of the Balanced Budget Act of 1997, including, without limitation, any applicable requirements related to the posting of a surety bond.

ARTICLE V
TERMINATION

5.1 Termination of Medicaid Participation Attachment. Either party may terminate this Attachment or Provider's participation in a Medicaid Network without cause by giving at least ninety (90) days prior written notice of termination to the other party without affecting the Agreement, amendments, addenda, or other attachments, or Provider's participation in the other Medicaid Network(s).

5.2 Termination of Government Contract. If a Government Contract between Agency and Anthem terminates or expires or ends for any reason or is modified to eliminate a Medicaid Program, this Attachment shall have no further force or effect with respect to the applicable Medicaid Program(s).

5.3 Effect of Termination. Following termination of this Attachment, the remainder of the Agreement shall continue in full force and effect, if applicable.

5.4 Automatic Termination of Medicaid Participation Attachment. In addition to the provisions of the Agreement, this Attachment shall automatically terminate upon the occurrence of any one of the following:

5.4.1 Termination of Provider's license;

5.4.2 Termination of Provider's IHCP provider agreement;

5.4.3 Failure to maintain all required permits, licenses and approvals and comply with all applicable health, safety and environmental statutes, rules, regulations or ordinances necessary for the performance of Health Services;

5.4.4 Termination/expiration of Anthem's contract with the State of Indiana in accordance with IC 12-15-30-5.

ARTICLE VI
GENERAL PROVISIONS

6.1 Regulatory Amendment. Notwithstanding the Amendment provision in the Agreement, this Attachment shall be automatically modified to conform to required changes to Regulatory Requirements related to Medicaid Members or Medicaid Programs without the necessity of executing written amendments.

6.2 Inconsistencies. In the event of an inconsistency between terms and conditions of this Attachment and the terms and conditions as set forth in the Agreement, the terms and conditions of this Attachment shall govern. Except as set forth herein, all other terms and conditions of the Agreement remain in full force and effect.

6.3 Disclosure Requirements. In addition to the Provider Subcontractors provision in the Agreement, Provider:

6.3.1 Certifies that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Attachment by any Federal agency or by any department, agency or political subdivision of the state. For purposes of this Attachment, "principal" means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence or substantive control over Provider's operations (42 CFR 438.610).

6.3.2 Shall immediately notify Anthem if it or any of its principals becomes debarred or suspended, and Anthem shall, at the state's request, take all steps required by the state to terminate its contractual relationship with Provider for work to be performed under this Attachment.

6.3.3 In accordance with Regulatory Requirements, Provider agrees to disclose to Anthem complete ownership, control and relationship information ("Disclosure") in accordance with 42 CFR 455.100 through 455.106. Provider shall provide required Disclosures to Anthem at the time of initial contract, upon contract renewal, and/or upon request by Anthem. Provider further agrees to notify Anthem within fourteen (14) days of any changes to the Disclosures. Failure to provide Disclosures as required under Regulatory Requirements shall be deemed a material breach of this Attachment and the Agreement.

6.4 Survival of Attachment. Provider further agrees that: (1) the hold harmless and continuation of care sections shall survive the termination of this Attachment or disenrollment of the Medicaid Member; and (2) these provisions supersede any oral or written contrary agreement now existing or hereafter entered into between Provider and a Medicaid Member or persons acting on their behalf that relates to liability for payment for, or continuation of, Medicaid Covered Services provided under the terms and conditions of these provisions.

MEDICARE ADVANTAGE
PARTICIPATION ATTACHMENT TO THE
ANTHEM BLUE CROSS AND BLUE SHIELD
PROVIDER AGREEMENT

This is a Medicare Advantage Participation Attachment ("Attachment") to the Anthem Blue Cross and Blue Shield Provider Agreement ("Agreement"), entered into by and between Anthem and Provider and is incorporated into the Agreement.

ARTICLE I
DEFINITIONS

The following definitions shall apply to this Attachment. Terms not otherwise defined in this Attachment shall carry the meaning set forth in the Agreement.

"Clean Claim" means a Claim that has no defect or impropriety, including a lack of required substantiating documentation, or particular circumstances requiring special treatment that prevents timely payment from being made on the Claim. A Claim is clean even though Plan refers it to a medical specialist within Plan for examination. If additional documentation (e.g., a medical record) involves a source outside Plan, then the Claim is not considered clean.

"CMS" is defined as set forth in Article I of the Agreement.

"Downstream Entity(ies)" means any party that enters into a written arrangement, acceptable to CMS, with persons or entities involved with the Medicare Advantage benefit, below the level of the arrangement between Anthem and a First Tier Entity. These written arrangements continue down to the level of the ultimate provider of both health and administrative services.

"Emergency Condition" is defined as set forth in the PCS.

"Emergency Services" is defined as set forth in the PCS.

"First Tier Entity(ies)" means any party that enters into a written agreement, acceptable to CMS, with Anthem to provide administrative services or health care services for a Medicare eligible Member under the Medicare Advantage Program.

"Medically Necessary" or "Medical Necessity" means care for which CMS determines is reasonable and necessary under Medicare for services, supplies, or drugs that are needed for the prevention, diagnosis, or treatment of MA Member's medical condition and meet accepted standards of medical practice.

"Medicare" means the Health Insurance for the Aged Act, Title XVIII of the Social Security Act, as then constituted or later amended.

"Medicare Advantage Covered Services ("MA Covered Services")" means, for purposes of this Attachment, only those Covered Services provided under Plan's Medicare Advantage Program.

"Medicare Advantage Member ("MA Member")" means, for purposes of this Attachment, a Member who is covered under a Medicare agreement between CMS and Plan under Part C of Title XVIII of the Social Security Act ("Medicare Advantage Program") and for Plan's DSNP Medicare Program, the beneficiary is also entitled to Medicaid under Title XIX of the Social Security Act, see 42 USC §1396 et seq..

"Medicare Advantage Network" means Network of Providers that provides MA Covered Services to MA Members.

"Related Entity(ies)" means any entity that is related to Anthem by common ownership or control and (1) performs some of Anthem's management functions under contract or delegation; (2) furnishes services to MA Member under an oral or written agreement; or (3) leases real property or sells materials to Anthem at a cost of more than twenty-five hundred dollars ($2,500) during a contract period.

"Urgently Needed Care" means MA Covered Services provided when a MA Member is either: (1) temporarily absent from Plan's Medicare Advantage service area and such MA Covered Services are Medically Necessary and immediately required: (a) as a result of an unforeseen illness, injury, or condition;

and (b) it was not reasonable, given the circumstances, to obtain the services through Plan's Medicare Advantage Network; or (2) under unusual and extraordinary circumstances, the MA Member is in the service area but Plan's Network is temporarily unavailable or inaccessible and such MA Covered Services are Medically Necessary and immediately required: (a) as a result of an unforeseen illness, injury, or condition; and (b) it was not reasonable, given the circumstances, to obtain the services through Plan's Medicare Advantage Network.

ARTICLE II
SERVICES/OBLIGATIONS

2.1 Participation-Medicare Advantage. As a participant in Plan's Medicare Advantage Network, Provider will render MA Covered Services to MA Members enrolled in Plan's Medicare Advantage Program in accordance with the terms and conditions of the Agreement and this Attachment. Except as set forth in this Attachment, or in the PCS, all terms and conditions of the Agreement will apply to Provider's participation in Plan's Medicare Advantage Program(s). The terms and conditions set forth in this Attachment are limited to the provision of and payment for Health Services provided to MA Members. This Agreement does not apply to any of Plan's Medicare Advantage Private Fee for Service or Medical Savings Account Programs. If Plan contracts with a third party to manage all or any portion of its Medicare Advantage Network, then Provider shall be required to contract separately with such third party to maintain its status as a Participating Provider for such Network(s).

2.1.1 New Programs. Provider acknowledges that Plan has or may develop Medicare Advantage Networks that support certain products, programs or plans with specific participation criteria that may include but are not limited to, quality and/or cost of care metrics. Pursuant to this Agreement, Provider shall be a Participating Provider in any such Network unless Anthem notifies Provider in writing to the contrary. Plan shall notify Provider sixty (60) days in advance of any specific Network participation criteria. Any notice of non-inclusion in any of Plan's Medicare Advantage Network(s) shall be provided in writing sixty (60) days in advance.

2.2 Participation-Out of Area Programs. Pursuant to the Blue Cross and Blue Shield Out of Area Program section of the Agreement, Provider hereby acknowledges and agrees that Provider shall provide MA Covered Services to any person who is covered under another Blue Cross and Blue Shield Plan under the Blue Cross and Blue Shield Association Out of Area Program, a network sharing program developed to support Medicare Advantage Programs.

2.3 Accountability/Oversight. Plan delegates to Provider its responsibility under its Medicare Advantage contract with CMS to provide the services as set forth in this Attachment to MA Members. Plan may revoke this delegation, including, if applicable, the delegated responsibility to meet CMS reporting requirements, and thereby terminate this Attachment if CMS or Plan determine that Provider has not performed satisfactorily. Such revocation shall be consistent with the termination provisions of the Agreement and this Attachment. Performance of Provider shall be monitored by Plan on an ongoing basis as provided for in this Attachment. Provider further acknowledges that Plan shall oversee and is accountable to CMS for the functions and responsibilities described in the Medicare Advantage Regulatory Requirements and ultimately responsible to CMS for the performance of all services. Further, Provider acknowledges that Plan may only delegate such functions and responsibilities in a manner consistent with the standards as set forth in 42 CFR § 422.504(i)(4).

2.4 Accountability/Credentialing. Both parties acknowledge that accountability shall be in a manner consistent with the requirements as set forth in 42 CFR § 422.504(i)(4). Therefore the following are acceptable for purposes of meeting these requirements:

2.4.1 The credentials of medical professionals affiliated with Plan or Provider will be either reviewed by Plan, if applicable; or

2.4.2 The credentialing process will be reviewed and approved by Plan and Plan must audit Provider's credentialing process and/or delegate's credentialing process on an ongoing basis.

2.5 Medicare Provider. Provider must have a provider and/or supplier agreement, whichever is applicable, with CMS that permits Provider to provide services under original Medicare.

ARTICLE III
ACCESS: RECORDS/FACILITIES

3.1 Inspection of Books/Records. Provider acknowledges that Plan, Health and Human Services Department ("HHS"), the Comptroller General, or their designees have the right to timely access to inspect, evaluate and audit any books, contracts, medical records, patient care documentation, and other records of Provider, or his/her/its First Tier, Downstream and Related Entities, including but not limited to subcontractors or transferees involving transactions related to Plan's Medicare Advantage contract through ten (10) years from the final date of the contract period or from the date of the completion of any audit, or for such longer period provided for in 42 CFR § 422.504(e)(4) or other Regulatory Requirements, whichever is later. For the purposes specified in this section, Provider agrees to make available Provider's premises, physical facilities and equipment, records relating to Plan's MA Member, including access to Provider's computer and electronic systems and any additional relevant information that CMS may require. Provider acknowledges that failure to allow HHS, the Comptroller General or their designees the right to timely access under this section can subject Provider to a fifteen thousand dollar ($15,000) penalty for each day of failure to comply.

3.2 Confidentiality. In addition to the confidentiality requirements under the Agreement, each party agrees to abide by all Regulatory Requirements applicable to that party regarding confidentiality and disclosure for mental health records, medical records, other health information, and MA Member information. Provider agrees to maintain records and other information with respect to MA Member in an accurate and timely manner; to ensure timely access by MA Member to the records and information that pertain to him/her; and to safeguard the privacy of any information that identifies a particular MA Member. Information from, or copies of, records may be released only to authorized individual. Provider must ensure that unauthorized individuals cannot gain access to or alter patient records. Original medical records must be released only in accordance with Regulatory Requirements, court orders or subpoenas. Both parties acknowledge that Plan, HHS, the Comptroller General or its designee have the right, pursuant to section 3.1 above, to audit and/or inspect Provider's premises to monitor and ensure compliance with the CMS requirements for maintaining the privacy and security of protected health information ("PHI") and other personally identifiable information ("PII") of MA Member.

ARTICLE IV
ACCESS: BENEFITS AND COVERAGE

4.1 Non-Discrimination. Provider shall not deny, limit, or condition the furnishing of Health Services to MA Member of Plan on the basis of any factor that is related to health status, including, but not limited to medical condition; claims experience; receipt of health care; medical history; genetic information; evidence of insurability, including conditions arising out of acts of domestic violence; or disability.

4.2 Direct Access. Provider acknowledges that MA Member may obtain covered mammography screening services and influenza vaccinations from a participating provider without a referral and that MA Member who are women may obtain women's routine and preventive Health Services from a participating women's health specialist without a referral.

4.3 No Cost Sharing. Provider acknowledges that covered influenza vaccines and pneumococcal vaccines are not subject to MA Member Cost Share obligations.

4.4 Timely Access to Care. Provider agrees to provide MA Covered Services consistent with Plan's: (1) standards for timely access to care and member services; (2) policies and procedures that allow for MA Member Medical Necessity determinations; and (3) policies and procedures for Provider's consideration of MA Member input in the establishment of treatment plans.

4.5 Accessibility to Care. A Provider who is a primary care provider, or a gynecologist or obstetrician, shall provide Health Services or make arrangements for the provision of Health Services to MA Member on a twenty-four (24) hour per day, seven (7) day a week basis to assure availability, adequacy and continuity of care to MA Member. In the event Provider is not one of the foregoing described providers, then Provider shall provide Health Services to MA Member on a twenty-four (24) hour per day, seven (7) day a week basis or at such times as Health Services are typically provided by similar providers to assure availability, adequacy, and continuity of care to MA Member. If Provider is unable to provide Health Services as described in the previous sentence, Provider will arrange for another Participating Provider to cover Provider's patients in Provider's absence.

ARTICLE V
BENEFICIARY PROTECTIONS

5.1 Cultural Competency. Provider shall ensure that MA Covered Services rendered to MA Members, both clinical and non-clinical, are accessible to all MA Members, including those with limited English proficiency or reading skills, with diverse cultural and ethnic backgrounds, the homeless, and MA Members with physical and mental disabilities. Provider must provide information regarding treatment options in a cultural-competent manner, including the option of no treatment. Provider must ensure that MA Members with disabilities have effective communications with participants throughout the health system in making decisions regarding treatment options.

5.2 Health Assessment. Provider acknowledges that Plan has procedures approved by CMS to conduct a health assessment of all new MA Members within ninety (90) days of the effective date of their enrollment. Provider agrees to cooperate with Plan as necessary in performing this initial health assessment.

5.3 Identifying Complex and Serious Medical Condition. Provider acknowledges that Plan has procedures to identify MA Members with complex or serious medical conditions for chronic care improvement initiatives; and to assess those conditions, including medical procedures to diagnose and monitor them on an ongoing basis; and establish and implement a treatment plan appropriate to those conditions, with an adequate number of direct access visits to specialists to accommodate the treatment plan. To the extent applicable, Provider agrees to assist in the development and implementation of the treatment plans and/or chronic care improvement initiatives.

5.4 Advance Directives. Provider shall establish and maintain written policies and procedures to implement MA Members' rights to make decisions concerning their health care, including the provision of written information to all adult MA Members regarding their rights under Regulatory Requirements to make decisions regarding their right to accept or refuse medical treatment and the right to execute an advance medical directive. Provider further agrees to document or oversee the documentation in the MA Members' medical records whether or not the MA Member has an advance directive, that Provider will follow state and federal requirements for advance directives and that Provider will provide for education of his/her/its staff and the community on advance directives.

5.5 Standards of Care. Provider agrees to provide MA Covered Services in a manner consistent with professionally recognized standards of health care.

5.6 Hold Harmless. In addition to the hold harmless provision in the Agreement, Provider agrees that in no event, including but not limited to non-payment by Plan, insolvency of Plan or breach of the Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a MA Member or persons other than Plan acting on their behalf for MA Covered Services provided pursuant to this Attachment. This section does not prohibit the collection of supplemental charges or Cost Shares on Plan's behalf made in accordance with the terms of the MA Member's Health Benefit Plan or amounts due for services that have been correctly identified in advance as a non-MA Covered Service, subject to medical coverage criteria, with appropriate disclosure to the MA Member of their financial obligation. This advance notice must be provided in accordance with the CMS regulations for Medicare Advantage organizations. CMS regulations require that a coverage determination be made with a standard denial notice (Notice of Denial of Medical Coverage (or Payment)/CMS-10003) for a non-Covered Service when such Health Service is typically not covered, but could be covered under specific conditions. If prior to rendering the non-Covered Service, Provider obtains, or instructs the MA Member to obtain, a coverage determination of a non-Covered Service(s), the MA Member can be held financially responsible for non-Covered Services. However, if a service or item is never covered by the Plan, such as a statutory exclusion, and the MA Member's Evidence of Coverage ("EOC") clearly specifies that the service or item is never covered, the Provider does not have to seek a coverage determination from Anthem in order to hold the MA Member responsible for the full cost of the service or item. Additional information, related requirements and the process to request a coverage determination can be found in the Provider Guidebook. Both Parties agree that failure to follow the CMS regulations can result in Provider's financial liability.

5.6.1 Dual Eligibles. Provider further agrees that for MA Members who are dual eligible beneficiaries for Medicare and Medicaid, that Provider will ensure he/she/it will not bill the MA Member for Cost Sharing that is not the MA Member's responsibility and such MA Members will not be held liable for Medicare Parts A and B Cost Sharing when the State is liable for the Cost Sharing. In addition, Provider agrees to accept Plan payment as payment in full or Provider should bill the appropriate state source.

5.7 Continuation of Care-Insolvency. Provider agrees that in the event of Plan's insolvency, termination of the CMS contract or other cessation of operations, MA Covered Services to MA Members will continue through

the period for which the premium has been paid to Plan, and services to MA Members confined in an inpatient hospital on the date of termination of the CMS contract or on the date of insolvency or other cessation of operations will continue until their discharge.

5.8 Out of Network Referrals and Transfers. In addition to the Cost Effective Care provision in the Agreement, Provider shall seek authorization from Plan prior to referring or transferring an MA Member to a non-Participating Provider. For Plan's HMO Medicare Advantage Network, if a Participating Provider is not accessible or available for a referral or transfer, then Provider shall call Plan for an authorization. If, however, a Participating Provider is accessible and available for a referral or transfer, then Provider shall transfer or refer the MA Member to such Participating Provider. For Plan's PPO MA Members, Provider shall advise the MA Member that an out of network referral is being made, and shall ensure that the MA Member understands and agrees to be financially responsible for any additional costs related to such out of network service.

ARTICLE VI
COMPENSATION AND AUDIT

6.1 Submission and Adjudication of Medicare Advantage Claims. Unless otherwise instructed in the provider manual(s) or Policies applicable to Plan's Medicare Advantage Program, or unless required by Regulatory Requirements, Provider shall submit Claims to Plan, using appropriate and current Coded Service Identifier(s), within ninety (90) days from the date the Health Services are rendered or Plan will refuse payment. If Plan is the secondary payor, the ninety (90) day period will not begin until Provider receives notification of primary payor's responsibility.

6.1.1 Provider agrees to provide to Anthem, unless otherwise instructed, at no cost to Anthem, Plan or the MA Member, all information necessary for Plan to determine its payment liability. Such information includes, without limitation, accurate and Clean Claims for MA Covered Services. Once Anthem determines Plan has any payment liability, all Clean Claims will be paid in accordance with the terms and conditions of a MA Member's Health Benefit Plan, the PCS, and the provider manual(s).

6.1.2 Provider agrees to submit Claims in a format consistent with industry standards and acceptable to Plan either (a) electronically through electronic data interchange ("EDI"), or (b) if electronic submission is not available, utilizing paper forms as defined by the National Uniform Claim Committee ("NUCC").

6.1.3 If Anthem or Plan asks for additional information so that Plan may process the Claim, Provider must provide that information within sixty (60) days, or before the expiration of the ninety (90) day period referenced in section 6.1 above, whichever is longer.

6.2 Prompt Payment. Anthem agrees to make best efforts to pay a majority of Clean Claims for MA Covered Services submitted by or on behalf of MA Members, within forty-five (45) days of receipt by Anthem. Anthem agrees to make best efforts to pay all remaining Clean Claims for MA Covered Services submitted by or on behalf of MA Members, within sixty (60) days of receipt by Anthem. Anthem agrees to make best efforts to pay all non-Clean Claims for MA Covered Services submitted by or on behalf of MA Members within sixty (60) days of receipt by Anthem of the necessary documentation to adjudicate the Clean Claim.

6.3 Audit for Compliance with CMS Guidelines. Notwithstanding any other terms and conditions of the Agreement, Plan has the same rights as CMS, to review and/or Audit and, to the extent necessary recover payments on any claim for MA Covered Services rendered pursuant to this Agreement to insure compliance with CMS Regulatory Requirements.

ARTICLE VII
REPORTING AND DISCLOSURE REQUIREMENTS

7.1 Risk Adjustment Documentation and Coding Reviews and Audits. Provider is required in accordance with 42 CFR § 422.310(e) to submit medical records for MA Members for the purpose of validation of Risk Adjustment Data (as defined below in section 7.2) as requested by Plan. Provider is also required to comply with all other medical record requests from Plan for other governmental (e.g., CMS, Office of Inspector General (OIG)) and/or Plan documentation and coding review and audit activities. Accordingly, Plan, or its designee, shall have the right, as set forth in section 3.4 of the Agreement to obtain copies of such documentation on at least an annual basis or otherwise as Plan may reasonably require. Provider agrees to

provide copies of the requested medical records to Plan, or its designee, within fourteen (14) calendar days from Plan's, or its designee's, and/or any Agency's written request, unless sooner required by CMS or such other Agency. Such records shall be provided to Plan, or its designee, or a governmental agency, at no additional cost to Plan, its designee or such Agency. Provider also agrees to participate in education and/or remediation, as required by Plan, based on the outcome of any documentation and coding reviews and/or audits.

7.2 Data Reporting Requirements. Provider shall provide to Plan all information necessary for or requested by Plan to enable Plan to meet its data reporting and submission obligations to CMS, including but not limited to, data necessary to characterize the context and purpose of each encounter between a MA Member and the Provider ("Risk Adjustment Data"), and data necessary for or requested by Plan to enable Plan to meet its reporting obligations under 42 CFR §§ 422.516 and 422.310 or under any subsequent or additional regulatory provisions or CMS guidance. In accordance with CMS Regulatory Requirements, Plan reserves the right to assess Provider for any penalties resulting from Provider's submission of false data.

7.3 Risk Adjustment Data Submission. Provider shall submit all diagnosis data generated in connection with this Agreement by way of filing a Claim with Plan. Where Provider identifies supplemental diagnosis data through retrospective medical chart review or other processes, Provider shall file an amended Claim containing the supplemental diagnosis data. If an amended Claim cannot be filed and Provider wants to submit supplemental diagnosis data, then Provider shall ensure that a Claim (i.e., the associated encounter data record) has already been submitted for the original MA Member/Provider encounter. This Claim must be (i) from the same date of service, (ii) having the same Provider identification number, (iii) with the same MA Member information, and (iv) containing the same procedural information as the supplemental data identified through the retrospective medical chart review or other processes. Plan requires submission of the original Claim prior to the submission of supplemental data to ensure the two (2) can be linked.

Supplemental diagnosis data shall be submitted in a format specified by Plan. If Provider reasonably determines that a Provider is unable to meet these requirements, then Provider must inform Plan within a reasonable time, but no later than thirty (30) days after receiving knowledge, actual or constructive of such inability, and Plan shall have the right to validate the data by auditing medical records and/or data generation processes, or by requesting additional data and/or documentation from Provider to confirm the acceptability of the data. For purposes of clarity, Provider shall cooperate with any such requests by Plan or on Plan's behalf, as set forth in this Agreement. If Provider identifies data corrections (e.g., prior data submissions not supported in the medical record), then Provider shall promptly inform Plan and submit data corrections to Plan in a format specified by Plan as soon as reasonably possible, but in no event later than thirty (30) days after identifying.

7.4 Risk Adjustment Data. Provider's Risk Adjustment Data shall include all information necessary for or requested by Plan to enable Plan to submit such data to CMS as set forth in 42 CFR § 422.310 or any subsequent or additional regulatory provisions or CMS guidance. If Provider fails to submit accurate, complete, and truthful Risk Adjustment Data in the format described in 42 CFR § 422.310 or any subsequent or additional regulatory provisions or CMS guidance, then this may result in denials and/or delays in payment of Provider's Claims. Plan will make best efforts to work with Provider to resolve Risk Adjustment Data format and/or processing issues.

7.5 Accuracy of Risk Adjustment Data. Risk Adjustment Data submitted by Provider must be accurate, complete, and truthful. By submitting Risk Adjustment Data to Plan, Provider is certifying and attesting to the accuracy, completeness, and truthfulness of such Risk Adjustment Data. If requested by Plan, Provider shall execute such further certifications or attestations as to the accuracy, completeness, and truthfulness of such Risk Adjustment Data as Plan may require.

ARTICLE VIII
QUALITY ASSURANCE/QUALITY IMPROVEMENT REQUIREMENTS

8.1 Independent Quality Review Organization. Provider agrees to comply and cooperate with an independent quality review and improvement organization's activities pertaining to the provision of MA Covered Services for MA Member.

8.2 Compliance with Plan Medical Management Programs. Provider agrees to comply with Plan's medical policies, quality improvement and performance improvement programs, and medical management programs to the extent provided to or otherwise made available to Provider in advance.

8.3 Consulting with Participating Providers. Plan agrees to consult with Participating Providers regarding its medical policies, quality improvement program and medical management programs and ensure that practice guidelines and utilization management guidelines: (1) are based on reasonable medical evidence or a consensus of health care professionals in the particular field; (2) consider the needs of the enrolled population; (3) are developed in consultation with participating physicians; (4) are reviewed and updated periodically; and (5) are communicated to providers and, as appropriate, to MA Member. Plan also agrees to ensure that decisions with respect to utilization management, MA Member education, coverage of Health Services, and other areas in which the guidelines apply are consistent with the guidelines.

ARTICLE IX
COMPLIANCE

9.1 Compliance: Medicare Laws/Regulations. Provider agrees to comply, and to require any of his/her/its subcontractors to comply, with all applicable Medicare Regulatory Requirements and CMS instructions. Further, Provider agrees that any MA Covered Services provided by Provider or his/her/its subcontractors to or on the behalf of Plan's MA Member will be consistent with and will comply with Plan's Medicare Advantage contractual obligations.

9.2 Compliance: Exclusion from Federal Health Care Program. Provider may not employ, or subcontract with an individual, or have persons with ownership or control interests, who have been convicted of criminal offenses related to their involvement in Medicaid, Medicare, or social services programs under Title XX of the Social Security Act, and thus have been excluded from participation in any federal health care program under §§1128 or 1128A of the Act (or with an entity that employs or contracts with such an individual) for the provision of any of the following: healthcare, utilization review, medical social work, or administrative services.

9.3 Compliance: Appeals/Grievances. Provider agrees to comply with Plan's policies and procedures in performing his/her/its responsibilities under the Agreement. Provider specifically agrees to comply with Medicare Regulatory Requirements regarding MA Member appeals and grievances and to cooperate with Plan in meeting its obligations regarding MA Member appeals, grievances and expedited appeals, including the gathering and forwarding of information in a timely manner and compliance with appeals decisions.

9.4 Compliance: Policy and Procedures. Provider agrees to comply with Plan's policy and procedures in performing his/her/its responsibilities under the Agreement and this Attachment including any supplementary documents that pertain to Plan's Medicare Advantage Program such as the provider manual(s).

9.5 Illegal Remunerations. Both parties specifically represent and warrant that activities to be performed under this Agreement are not considered illegal remunerations (including kickbacks, bribes or rebates) as defined in 42 USCA § 1320(a)-7b.

9.6 Compliance: Training, Education and Communications. In accordance with CMS requirements, Provider agrees and certifies that it, as well as its employees, subcontractors, Downstream Entities, Related Entities and agents who provide services to or for Plan's Medicare Advantage and/or Part D MA Members or to or for Plan itself shall conduct general compliance and fraud, waste and abuse training, education and/or communications annually or as otherwise required by Regulatory Requirements, and must be made a part of the orientation for a new employee, new First Tier Entities, Downstream Entities, or Related Entities, and for all new appointments of a chief executive, manager, or governing body member who performs leadership and/or oversight over the service provided under the Agreement. Provider or its subcontractors or Downstream Entities shall ensure that their general compliance and fraud, waste and abuse training and education is comparable to the elements, set forth in Anthem's Standards of Ethical Business Conduct and shall provide documentation to demonstrate compliance prior to execution of the Agreement and annually thereafter. In addition, Provider is responsible for documenting applicable employee's, subcontractor's, Downstream Entity's, Related Entity's and/or agent's attendance and completion of such training on an annual basis. Provider shall provide such documentation to Plan and as required to support a Plan or CMS audit. If necessary and upon request, Plan or its designee can make such compliance training, education and lines of communication available to Provider in either electronic, paper or other reasonable medium.

9.7 Federal Funds. Provider acknowledges that payments Provider receives from Plan to provide MA Covered Services to MA Members are, in whole or part, from federal funds. Therefore, Provider and any of his/her/its subcontractors are subject to certain Regulatory Requirements that are applicable to Members and entities receiving federal funds, which may include but is not limited to, Title VI of the Civil Rights Act of 1964 as implemented by 45 CFR Part 80; the Age Discrimination Act of 1975 as implemented by 45 CFR Part 91;

the Americans with Disabilities Act; the Rehabilitation Act of 1973 as implemented by 45 CFR Part 84, lobbying restrictions as implemented by 45 CFR Part 93 and 31 USC 1352 and any other regulations applicable to recipients of federal funds.

ARTICLE X
MARKETING

10.1 Approval of Materials. Both parties agree to comply, and to require any of his/her/its subcontractors to comply, with all applicable Regulatory Requirements, CMS instructions, and marketing activities under this Agreement, including but not limited to, the Medicare Marketing Guidelines for Medicare Managed Care Plans and any requirements for CMS prior approval of materials. Any printed materials, including but not limited to letters to Plan MA Members, brochures, advertisements, telemarketing scripts, packaging prepared or produced by Provider or any of his/her/its subcontractors pursuant to this Agreement must be submitted to Plan for review and approval at each planning stage (i.e., creative, copy, mechanicals, blue lines, etc.) to assure compliance with Regulatory Requirements, and Blue Cross/Blue Shield Association guidelines. Plan agrees its approval will not be unreasonably withheld or delayed.

ARTICLE XI
TERMINATION

11.1 Notice Upon Termination. If Plan decides to terminate this Attachment, Plan shall give Provider written notice, to the extent required under CMS regulations, of the reasons for the action, including, if relevant, the standards and the profiling data the organization used to evaluate Provider and the numbers and mix of Participating Providers Plan needs. Such written notice shall also set forth Provider's right to appeal the action and the process and timing for requesting a hearing.

11.2 Effect of Termination. Following termination of this Attachment, the remainder of the Agreement shall continue in full force and effect, if applicable. In addition, upon termination of this Attachment but subject to the Continuation of Care provision(s) and applicable Regulatory Requirements, any references to services, reimbursement, or participation in Networks related to the Medicare Advantage Program are hereby terminated in full and shall have no further force and effect.

11.3 Termination Without Cause. Either party may terminate this Attachment without cause by giving at least one hundred twenty (120) days prior written notice of termination to the other party.

ARTICLE XII
GENERAL PROVISIONS

12.1 Inconsistencies. In the event of an inconsistency between terms of this Attachment and the terms and conditions as set forth in the Agreement, the terms and conditions of this Attachment shall govern. Except as set forth herein, all other terms and conditions of the Agreement remain in full force and effect.

12.2 Interpret According to Medicare Laws. Provider and Plan intend that the terms of the Agreement and this Attachment as they relate to the provision of MA Covered Services under the Medicare Advantage Program shall be interpreted in a manner consistent with applicable requirements under Medicare Regulatory Requirements.

12.3 Subcontractors. In addition to the Use of Subcontractors provision of the Agreement, Provider agrees that if Provider enters into subcontracts to perform services under the terms of this Attachment, Provider's subcontracts shall include: (1) an agreement by the subcontractor to comply with all of Provider's obligations in the Agreement and this Attachment; (2) a prompt payment provision as negotiated by Provider and the subcontractor; (3) a provision setting forth the term of the subcontract (preferably one (1) year or longer); and (4) dated signatures of all the parties to the subcontract.

12.4 Delegated Activities. If Plan has delegated activities to Provider, then Plan will provide the following information to Provider and Provider shall provide such information to any of its subcontracted entities:

12.4.1 A list of delegated activities and reporting responsibilities;

12.4.2 Arrangements for the revocation of delegated activities;

12.4.3 Notification that the performance of the contracted and subcontracted entities will be monitored by Plan;

12.4.4 Notification that the credentialing process must be approved and monitored by Plan; and

12.4.5 Notification that all contracted and subcontracted entities must comply with all applicable Medicare Regulatory Requirements and CMS instructions.

12.5 Delegation of Provider Selection. In addition to the responsibilities for delegated activities as set forth herein, to the extent that Plan has delegated selection of providers, contractors, or subcontractor to Provider, Plan retains the right to approve, suspend, or terminate any such arrangement.

12.6 Survival of Attachment. Provider further agrees that: (1) the hold harmless and continuation of care sections shall survive the termination of this Attachment or disenrollment of the MA Member; and (2) these provisions supersede any oral or written contrary agreement now existing or hereafter entered into between Provider and an MA Member or persons acting on their behalf that relates to liability for payment for, or continuation of, MA Covered Services provided under the terms and conditions of these clauses.

12.7 Attachment Amendment. Notwithstanding the Amendment provision in the Agreement, this Attachment shall be automatically modified to conform to required changes to Regulatory Requirements related to Medicare Advantage Programs without the necessity of executing written amendments. For amendments not required by Regulatory Requirements related to Medicare Advantage Programs, Anthem shall make a good faith effort to provide notice to Provider at least thirty (30) days in advance of the effective date of the amendment.

12.8 References to Regulatory Requirements. All references in this Attachment to any Regulatory Requirement shall mean and refer to the existing law, regulation or guidance as of the Effective Date of the Agreement and any subsequent, successor or additional Regulatory Requirements related to the same subject matter.

PLAN COMPENSATION SCHEDULE ("PCS")

I. DEFINITIONS

The definitions set forth below shall apply with respect to all of the terms outlined in this PCS. Terms not otherwise defined in this PCS and defined elsewhere in the Agreement shall carry the meanings set forth in the Agreement.

"Anthem Medicare Advantage Rate" shall mean the Anthem Rate that is used for Medicare Advantage.

"Capitation" means the amount paid by Anthem to a provider or management services organization on a per member per month basis for either specific services or the total cost of care for Covered Services.

"Case Rate" means the all-inclusive Anthem Rate for an entire admission or one outpatient encounter for Covered Services.

"Coded Service Identifier(s)" means a listing of descriptive terms and identifying codes, updated from time to time by CMS or other industry source, for reporting Health Services on the CMS 1500 or CMS 1450/UB-04 claim form or its successor as applicable based on the services provided. The codes include but are not limited to, American Medical Association Current Procedural Terminology ("CPT®-4"), CMS Healthcare Common Procedure Coding System ("HCPCS"), International Classification of Diseases, 10th Revision ("ICD-10"), National Uniform Billing Committee ("Revenue Code") and National Drug Code ("NDC") or their successors.

"Diagnosis-Related Group" ("DRG") means Diagnosis Related Group or its successor as established by CMS or other grouper, including but not limited to, a state mandated grouper or other industry standard grouper.

"DRG Rate" means the all-inclusive dollar amount which is multiplied by the appropriate DRG Weight to determine the Anthem Rate for Covered Services.

"DRG Weight" means the weight applicable to the specific DRG methodology set forth in this PCS, including but not limited to, CMS DRG weights as published in the Federal Register, state agency weights, or other industry standard weights.

"Eligible Charges" means those Provider Charges that meet Anthem's conditions and requirements for a Health Service to be eligible for reimbursement. These conditions and requirements include but are not limited to: Member program eligibility, Provider program eligibility, benefit coverage, authorization requirements, provider manual specifications, Anthem administrative, clinical and reimbursement policies and methodologies, code editing logic, coordination of benefits, Regulatory Requirements, and this Agreement. Eligible Charges do not include Provider Charges for any items or services that Provider receives and/or provides free of charge.

"Emergency Condition" means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, with an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in serious jeopardy to the health of the individual, or in the case of a pregnant woman, the health of the woman or her unborn child; serious impairment to bodily functions; or serious dysfunction of any bodily organ or part.

"Emergency Services" means those Covered Services furnished by a provider qualified to furnish emergency services, and which are needed to evaluate or treat an Emergency Condition.

"Encounter Data" means Claim information and any additional information submitted by a provider under capitated or risk-sharing arrangements for Health Services rendered to Members.

"Encounter Rate" means the Anthem Rate that is all-inclusive of professional, technical and facility charges including evaluation and management, pharmaceuticals, routine surgical and therapeutic procedures, and diagnostic testing (including laboratory and radiology) capable of being performed on site.

"Fee Schedule(s)" means the complete listing of Anthem Rate(s) for specific services that is payment for each unit of service allowed based on applicable Coded Service Identifier(s) for Covered Services.

"Global Case Rate" means the all-inclusive Anthem Rate which includes facility, professional and physician services for specific Coded Service Identifier(s) for Covered Services.

"Inpatient Services" means Covered Services provided by a facility to a Member who is admitted and treated as a registered inpatient, is assigned a licensed bed within the facility, remains assigned to such bed and for whom a room and board charge is made.

"Outpatient Services" means Covered Services provided by a facility to a Member who is admitted and treated as a registered outpatient within the facility.

"Percentage Rate" means the Anthem Rate that is a percentage of Eligible Charges billed by a provider for Covered Services.

"Per Diem Rate" means the Anthem Rate that is the all-inclusive fixed payment for Covered Services rendered on a single date of service.

"Per Hour Rate" means the Anthem Rate that is payment based on an increment of time for Covered Services.

"Per Relative Value Unit" ("RVU") means the Anthem Rate for each unit of service based on the CMS, Agency or other (e.g., American Society of Anesthesiologists (ASA)) defined Relative Value Unit (RVU).

"Per Service Rate" means the Anthem Rate that is payment for each service allowed based on applicable Coded Service Identifier(s) for Covered Services.

"Per Unit Rate" means the Anthem Rate that is payment for each unit of service allowed based on applicable Coded Service Identifier(s) for Covered Services.

"Per Visit Rate" means the Anthem Rate that is the all-inclusive fixed payment for one encounter for Covered Services.

"Provider Charges" means the regular, uniform rate or price Provider determines and submits to Anthem as charges for Health Services provided to Members. Such Provider Charges shall be no greater than the rate or price Provider submits to any person or other health care benefit payor for the same Health Services provided, regardless of whether Provider agrees with such person or other payor to accept a different rate or price as payment in full for such services.

II. GENERAL PROVISIONS

Billing Form and Claims Reporting Requirements. Provider shall submit all Claims on a CMS 1500 or CMS 1450/UB-04 claim form or its successor form(s) as applicable based on the Health Services provided in accordance with Policies or applicable Regulatory Requirements. Provider shall report all Health Services in accordance with the Coded Service Identifier(s) reporting guidelines and instructions using HIPAA compliant billing codes. In addition, Plan shall not pay any Claim(s) nor accept any Encounter Data submitted using non-compliant codes. Plan audits that result in identification of Health Services that are not reported in accordance with the Coded Service Identifier(s) guidelines and instructions, will be subject to recovery through remittance adjustment or other recovery action as may be set forth in the provider manual(s).

Claim Submissions for Pharmaceuticals. Each Claim submitted for a pharmaceutical product must include standard Coded Service Identifier(s), a National Drug Code ("NDC") number of the covered medication, a description of the product, and dosage and units administered.

Coding Updates. Coded Service Identifier(s) used to define specific rates are updated from time to time to reflect new, deleted or replacement codes. Anthem shall use commercially reasonable efforts to update all applicable Coded Service Identifiers within sixty (60) days of release by CMS or other applicable authority. When billing codes are updated, Provider is required to use appropriate replacement codes for Claims for Covered Services, regardless of whether this Agreement has been amended to reflect changes to standard billing codes. If Provider bills a new, replacement or revised code prior to the effective date of such code, the Claim will be rejected or denied and the Provider shall resubmit Claim with correct code. In addition, Claims with codes which have been deleted will be rejected or denied.

Coding Software. Updates to Anthem's Claims processing filters, code editing software, pricers, and any edits related thereto, as a result of changes in Coded Service Identifier(s) reporting guidelines and instructions, shall take place automatically and do not require any notice, disclosure or amendment to Provider.

Modifiers. All appropriate modifiers must be submitted in accordance with Regulatory Requirements, industry standard billing guidelines and Policies. If appropriate modifiers are not submitted, Claims may be rejected or denied.

New/Expanded Service or New/Expanded Technology. In accordance with the Scope/Change in Status section of the Agreement, as of the Effective Date of this Agreement, any New/Expanded Service or New/Expanded Technology (defined below) is not reimbursable under this Agreement. Notwithstanding the foregoing, Provider may submit the following documentation to Anthem at least sixty (60) days prior to the implementation of any New/Expanded Service or New/Expanded Technology for consideration as a reimbursable service: (1) a description of the New/Expanded Service or New/Expanded Technology; (2) Provider's proposed charge for the New/Expanded Service or New/Expanded Technology; (3) such other reasonable data and information required by Anthem to evaluate the New/Expanded Service or New/Expanded Technology. In addition, Anthem may also need to obtain approval from applicable Agency prior to Anthem making determination that New/Expanded Service or New/Expanded Technology can be considered a reimbursable service. If Anthem agrees that the New/Expanded Service or New/Expanded Technology may be reimbursable under this Agreement, then Anthem shall notify Provider, and both parties agree to negotiate in good faith, a new Anthem Rate for the New/Expanded Service or New/Expanded Technology within sixty (60) days of Anthem's notice to Provider. If the parties are unable to reach an agreement on a new Anthem Rate for the New/Expanded Service or New/Expanded Technology before the end of the sixty (60) day period, then such New/Expanded Service or New/Expanded Technology shall not be reimbursed by Anthem, and the Payment in Full and Hold Harmless provision of this Agreement shall apply.

a. "New/Expanded Service" shall be defined as a Health Service: (a) that Provider was not providing to Members as of the Effective Date of this Agreement and; (b) for which there is not a specific Anthem Rate as set forth in this PCS.

b. "New/Expanded Technology" shall be defined as a technological advancement in the delivery of a Covered Service which results in a material increase to the cost of such service. New/Expanded Technology shall not include a new device, or implant that merely represents a new model or an improved model of a device or implant used in connection with a service provided by Provider as of the Effective Date of this Agreement.

Non-Priced Codes for Covered Services. Anthem reserves the right to establish a rate for codes that are not priced in this PCS or in the Fee Schedule(s), including but not limited to, Not Otherwise Classified Codes ("NOC"), Not Otherwise Specified ("NOS"), Miscellaneous, Individual Consideration Codes ("IC"), and By Report ("BR") (collectively "Non-Priced Codes"). Anthem shall only reimburse Non-Priced Codes for Covered Services in the following situations: (i) the Non-Priced Code does not have a published dollar amount on the then current applicable Plan, State or CMS Fee Schedule, (ii) the Non-Priced Code has a zero dollar amount listed, or (iii) the Non-Priced Code requires manual pricing. In such situations, such Non-Priced Code shall be reimbursed at a rate established by Anthem for such Covered Service. Notwithstanding the foregoing, Anthem shall not price Non-Priced Codes that are not Covered Services under the Members Health Benefit Plan. Anthem may require the submission of medical records, invoices, or other documentation for Claims payment consideration.

Reimbursement for Anthem Rate Based on Eligible Charges. Notwithstanding any reimbursement amount set forth herein, Provider shall only be allowed to receive such reimbursement if such reimbursement is for an Eligible Charge. In addition, if Provider reimbursement is under one or more of the following methodologies: Capitation, Case Rate, DRG Rate, Encounter Rate, Global Case Rate, Per Diem Rate, Per Relative Value Unit (RVU), and Per Visit Rate, then individual services billed shall not be reimbursed separately, unless otherwise specified in Article IV of this PCS.

Reimbursement for Subcontractors. If Anthem has a direct contract with the subcontractor, the direct contract shall prevail over this Agreement and the subcontractor shall bill Anthem under the direct contract for any subcontracted services, with the exception of nursing services provided for Home Infusion Therapy, or unless otherwise agreed to by the parties. The subcontracted entity shall bill Anthem directly under the subcontracted entity's Anthem agreement for the subcontracted services. Provider shall not bill Anthem for

such subcontracted entity's services. Provider acknowledges and agrees that the reimbursement Anthem has agreed to pay the subcontracted entity as set forth in the subcontracted entity's agreement shall represent payment in full for such subcontracted entity's services.

Tax Assessment and Penalties. The Anthem Rates in this Agreement include all sales and use taxes and other taxes on Provider revenue, gross earnings, profits, income and other taxes, charges or assessments of any nature whatsoever (together with any related interest or penalties) now or hereafter imposed against or collectible by Provider with respect to Covered Services, unless otherwise required by Agency pursuant to Regulatory Requirements. Neither Provider nor Plan shall add any amount to or deduct any amount from the Anthem Rates, whether on account of taxes, assessments, tax penalties or tax exemptions.

Updates to Anthem Rate(s) Based on External Sources. Unless otherwise required by Regulatory Requirements, and notwithstanding any proprietary fee schedule(s)/rate(s)/methodologies, Anthem shall use commercially reasonable efforts to update the Anthem Rate(s) based on External Sources, which include but are not limited to, i) CMS Medicare fee schedule(s)/rate(s)/methodologies; ii) Medicaid or Agency fee schedule(s)/rate(s)/methodologies; iii), vendor fee schedule(s)/rate(s)/methodologies; or iv) or any other entity's published fee schedule(s)/rate(s)/methodologies ("External Sources") no later than sixty (60) days after Anthem's receipt of the final fee schedule(s)/rate(s)/methodologies change from such External Sources, or on the effective date of such final fee schedule(s)/rate(s)/methodologies change, whichever is later. The effective date of such final fee schedule(s)/rate(s)/methodologies change shall be the effective date of the change as published by External Sources. Claims processed prior to the implementation of the new Anthem Rate(s) in Anthem's payment system shall not be reprocessed, however, if reprocessing is required by Regulatory Requirements, and such reprocessing could result in a potential under and/or over payment to a Provider, then Plan may reconcile the Claim adjustments to determine the remaining amount Provider owes Plan, or that Plan owes to Provider. Any resultant overpayment recoveries (i.e. Provider owes Plan) shall occur automatically without advance notification to Provider. Unless otherwise required by Regulatory Requirements, Anthem shall not be responsible for interest payments that may be the result of a late notification by External Sources to Anthem of fee schedule(s)/rate(s)/methodologies change.

III. PROVIDER TYPE

"Multispecialty Group Practice" means a group of licensed practitioners with varying specialties who provide Health Services to Members.

To the extent required by Regulatory Requirements or an accrediting body, upon termination without cause, Provider will provide timely, sixty (60) day, notice to affected Member(s) of termination of this Agreement or termination of individual Network participation.

"PCP Group" means one or more licensed medical practitioners who agree to be primarily responsible for managing and coordinating the overall health care needs of Members.

Provider is designated as a Primary Care Provider ("PCP" or "Primary Care Provider") for those Network(s) designated on the Provider Networks Attachment of the Agreement.

As a Primary Care Provider, Provider agrees to be primarily responsible for managing and coordinating the overall health care needs of Members.

A Provider who is a Primary Care Provider, or a gynecologist or obstetrician, shall provide Health Services or make arrangements for the provision of Health Services to Members on a twenty-four (24) hour per day, seven (7) day a week basis to assure availability, adequacy, and continuity of care to Members. In the event a Provider is not one of the foregoing described Providers, then Provider shall provide Health Services to Members on a twenty-four (24) hour per day, seven (7) day a week basis or at such times as Health Services are typically provided by similar providers to assure availability, adequacy, and continuity of care to Members. If Provider is unable to provide Health Services as described in the previous sentence, Provider will arrange for another Network Provider to cover Provider's patients in Provider's absence.

"PCP Group (Non-MD or DO)" means one or more licensed medical practitioners who agree to be primarily responsible for managing and coordinating the overall health care needs of Members.

Provider is designated as a Primary Care Provider ("PCP" or "Primary Care Provider") for those Network(s) designated on the Provider Networks Attachment of the Agreement.

As a Primary Care Provider, Provider agrees to be primarily responsible for managing and coordinating the overall health care needs of Members.

A Provider who is a Primary Care Provider, or a gynecologist or obstetrician, shall provide Health Services or make arrangements for the provision of Health Services to Members on a twenty-four (24) hour per day, seven (7) day a week basis to assure availability, adequacy, and continuity of care to Members. In the event a Provider is not one of the foregoing described Providers, then Provider shall provide Health Services to Members on a twenty-four (24) hour per day, seven (7) day a week basis or at such times as Health Services are typically provided by similar providers to assure availability, adequacy, and continuity of care to Members. If Provider is unable to provide Health Services as described in the previous sentence, Provider will arrange for another Network Provider to cover Provider's patients in Provider's absence.

"Specialty Physician Group" means one or more licensed or certified medical practitioners who have specialized education, training or experience in accordance with the Regulatory Requirements of the state in which Health Services are rendered.

Provider is designated as a Specialty Care Provider ("SCP" or "Specialty Care Provider") for those Network(s) designated on the Provider Networks Attachment of the Agreement.

Except in case of an Emergency, or as otherwise set forth in the Member's Health Benefit Plan, or required by Regulatory Requirements, prior to treating a Member, Specialty Care Provider agrees to obtain a referral, in accordance with Member's Health Benefit Plan, from a Primary Care Provider ("PCP") who is primarily responsible for providing or authorizing the professional services as set forth in the Health Benefit Plan.

A Provider who is a Primary Care Provider, or a gynecologist or obstetrician, shall provide Health Services or make arrangements for the provision of Health Services to Members on a twenty-four (24) hour per day, seven (7) day a week basis to assure availability, adequacy, and continuity of care to Members. In the event a Provider is not one of the foregoing described Providers, then Provider shall provide Health Services to Members on a twenty-four (24) hour per day, seven (7) day a week basis or at such times as Health Services are typically provided by similar providers to assure availability, adequacy, and continuity of care to Members. If Provider is unable to provide Health Services as described in the previous sentence, Provider will arrange for another Network Provider to cover Provider's patients in Provider's absence.

To the extent required by Regulatory Requirements or an accrediting body, upon termination without cause, Provider will provide timely, sixty (60) day, notice to affected Member(s) of termination of this Agreement or termination of individual Network participation.

"Specialty Provider Group (Non-MD or DO)" means one or more licensed or certified medical practitioner who has specialized education, training or experience in accordance with the Regulatory Requirements of the state in which Health Services are rendered.

To the extent required by Regulatory Requirements or an accrediting body, upon termination without cause, Provider will provide timely, sixty (60) day, notice to affected Member(s) of termination of this Agreement or termination of individual Network participation.

"Multispecialty Physician" means a licensed medical practitioner who: (1) agrees to be primarily responsible for managing and coordinating the overall health care needs of Members (a "PCP") and; (2) has specialized education, training or experience in accordance with the Regulatory Requirements of the state in which Health Services are rendered (a "Specialty Physician/Provider").

To the extent required by Regulatory Requirements or an accrediting body, upon termination without cause, Provider will provide timely, sixty (60) day, notice to affected Member(s) of termination of this Agreement or termination of individual Network participation.

"Health Professional Practitioner (Employed)" means any state or nationally licensed or certified health professional such as Nurse Practitioners, Midwives, Registered Nurse Anesthetists, Clinical Nurse Specialists, Physician Assistants, Registered Nurse First Assistant.

"National Identification Number" (NPI) means a standard unique identifier for health care providers as mandated in The Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

All Health Professional Practitioners and any Health Professional Practitioners hereafter added to this Agreement shall be bona fide employees of Provider and as such shall be included under Provider's general and professional liability insurance.

Health Professional Practitioners shall clearly represent themselves and their appropriate designation to Members and in no circumstances shall Health Professional Practitioners hold themselves out or represent themselves as physicians.

Unless otherwise noted in the Agreement, Health Professional Practitioners shall be subject to all provisions in the Agreement and all Attachments thereto and the term "Provider" throughout the Agreement and all Attachments thereto shall be construed to include Health Professional Practitioners.

Health Professional Practitioners shall be included in those Networks designated on the Provider Networks Attachment of the Agreement. Health Professional Practitioners shall be subject to the same requirements and restrictions to which the Provider is subject by virtue of Provider's participation in any Network. Health Professional Practitioners shall perform only those Health Services that are strictly within the scope of their respective licensure, education, certification and collaborative or supervision agreement. Except as set forth below, Health Professional Practitioners shall not be designated as Primary Care Providers. For Commercial and Medicare Advantage Networks, the following Health Professional Practitioners may be designated as a Primary Care Provider: Nurse Practitioners. For Medicaid Networks, the following Health Professional Practitioners may be designated as a Primary Care Provider (i.e. Primary Medical Provider): Nurse Practitioners, Midwives, Clinical Nurse Specialist and Physician Assistants.

Health Professional Practitioners shall perform only those Health Services that are strictly within the scope of their respective licensure, education, certification and collaborative or supervision agreement.

Plan shall only reimburse Health Professional Practitioners for those Covered Services rendered to Members which are within the scope of the respective licensure, education, certification and collaborative or supervision agreement.

Following the Effective Date of this Agreement, all Claims for services rendered by Health Professional Practitioners shall be submitted to Anthem solely under the Health Professional Practitioners NPI number. Claims submitted under an NPI other than that of the individual Health Professional Practitioner or physician personally rendering the service to a Member shall be considered invalid. Notwithstanding the foregoing, Nurse Practitioners and Physician Assistants who participate in the Indiana state sponsored Medicaid program(s) and are designated as a SCP, may submit Claims under the NPI assigned to the supervising physician when providing Medicaid Covered Services that meet the billing policies outlined in the Indiana Health Coverage Programs ("IHCP") Provider Reference Modules and/or Medicaid Policy Manual in effect at the time of service.

To the extent required by Regulatory Requirements or an accrediting body, upon termination without cause, Provider will provide timely, sixty (60) day, notice to affected Member(s) of termination of this Agreement or termination of an individual Network participation.

IV. SPECIFIC REIMBURSEMENT TERMS

COMMERCIAL BUSINESS

For Covered Services provided by or on behalf of Provider to a Member who is enrolled in a product and/or program that is supported by a Network designated in this Agreement, Provider agrees to accept as the Anthem Rate, the lesser of Eligible Charges or the applicable Fee Schedule.

Allowances for Injectable/Infusible/Oral Drugs, Vaccines and Radiopharmaceutical Agents. Plan shall automatically update its allowance for injectable/infusible/oral drugs, vaccines and radiopharmaceutical agents on a quarterly basis in accordance with the quarterly updates made by CMS to its drug pricing file or any other external or internal source as set forth in this PCS. Retroactive adjustments made by CMS to its drug pricing file shall be inapplicable to Anthem's fee allowances and payment responsibility.

Out-of-Network Compensation. Except for Government Programs, if Provider renders services to a Member who accesses a Network in which Provider does not participate, Provider will receive compensation as follows:

Plan shall compensate Provider for Emergency Services rendered to a Member based on the applicable Indemnity/Traditional/Standard Anthem Rate. Provider agrees to accept the Indemnity/Traditional/Standard Anthem Rate as payment in full and shall only bill for the applicable Cost Share.

Except for Emergency Services, if the Member's Health Benefit Plan requires authorization by the Plan or a Provider for out of Network Covered Services in order for the Member to have the highest level of benefits, and such authorization has been given, then Plan shall compensate Provider for such authorized Covered Services based on the applicable Participating Provider ("Indemnity/Traditional/Standard") Anthem Rate. Provider agrees to accept the Indemnity/Traditional/Standard Anthem Rate as payment in full and shall only bill for the applicable Cost Share. Except for Emergency Services, if the Member's Health Benefit Plan does not have out-of-network benefits unless authorized by the Plan or Provider, Plan shall have no liability for Health Services rendered without such authorization. In that event, Provider shall bill the Member for Health Services rendered.

Except for Emergency Services, if the Member's Health Benefit Plan has out-of-network benefits without authorization being required by the Plan or Provider, and no authorization has been given, then Plan will compensate Provider for Covered Services based on the Anthem Rate established for the Network and/or product that supports the Member's Health Benefit Plan. For example, if the Member's access is supported by PPO Network, compensation is based on the applicable Anthem Rate for the PPO Network. Provider shall only bill for the applicable Cost Share as well as any amount designated as the Member's responsibility on the Provider payment voucher (or other written notice of explanation of payment). In no event shall payment from Plan and the Member exceed Provider's Charge for such Covered Services.

MEDICARE ADVANTAGE

Provider shall be compensated at one hundred percent (100%) of the current Anthem Medicare Advantage Rate in effect at the time the Medicare Advantage Covered Service is rendered. The Anthem Medicare Advantage Rates may be amended from time to time as to apply changes in rates or methodology.

When determining the Anthem Medicare Advantage Rate, any reimbursement terms in this Agreement that are based, in whole or in part, on Medicare rates, pricing, fee schedules or payment methodologies published or established by CMS, shall refer to the per claim payment amounts that CMS and a Medicare beneficiary would directly pay to Provider for the same items or services under fee-for-service Medicare Part A or Part B. The Anthem Medicare Advantage Rate shall not include any bonus payment or settlement amount paid to Provider by CMS outside of the Medicare per claim payment process, unless otherwise set forth in the Medicare Advantage reimbursement terms of this Agreement. Unless Anthem notifies Provider otherwise, in the event CMS changes payment to Provider due to a CMS directive, Act of Congress, Executive Order, or Regulatory Requirement, the amount payable to Provider hereunder will automatically be changed as soon as reasonably practicable, as described herein, in the amount specified by CMS as a result of such directive or change in law, or in the absence of such specification, in the same percentage amount as payment is changed by CMS to Provider.

INDIANA MEDICAID PROGRAM(S)

Hoosier Healthwise (HHW), Hoosier Care Connect (HCC), Healthy Indiana Plan (HIP), and Indiana PathWays for Aging:

Primary Care Provider ("PCP"). For PCPs, the Anthem Rate for the Medicaid Programs is based on one hundred percent (100%) of the applicable Indiana Medicaid Fee Schedule, or Provider's Eligible Charges, whichever is less. For purposes of this PCS, PCP means the following types of health care providers: internal medicine physicians, general practice physicians, family practice physicians, pediatricians, obstetrics/gynecology physicians, endocrinologists (if primarily engaged in internal medicine), physician assistants and advanced practice nurse practitioners who elect to be a PCP. All other professional health care providers, including obstetrics/gynecology physicians or advance nurse practitioners who do not elect to be a PCP, will be deemed to be a Specialty Care Provider ("SCP"), unless Provider is an ancillary provider as set forth below.

Specialty Care Provider (SCP). For SCPs, the Anthem Rate for the Medicaid Programs is based on one hundred percent (100%) of the applicable Indiana Medicaid Fee Schedule, or Provider's Eligible Charges, whichever is less.

Ancillary Providers (if applicable). For Ancillary Provider(s), the Anthem Rate for the Medicaid Programs is based on one hundred percent (100%) of the applicable Indiana Medicaid Fee Schedule, or Provider's Eligible Charges, whichever is less.

Provider acknowledges that reimbursement for some Medicaid Covered Services may first be made from the HIP Member's POWER Account, with any remaining balance payable by Anthem. Provider agrees that under no circumstances shall Provider balance bill the HIP Member. For purposes of this Attachment, "POWER Account" means an individual health care account funded by, at a minimum, the State of Indiana and the HIP Member and used by that Member to purchase Medicaid Covered Services before their deductible is met.

Nothing in this Attachment shall be interpreted as interfering with Provider's ability to hold HIP Members liable for the Emergency Services copayment or payment of Medicaid Covered Services with POWER Account funds before the HIP Member's deductible has been met.

Hello there,

Just a few more steps …

Dear Health Care Professional/Administrator:

Once you successfully complete the credentialing process (when applicable) and after we sign your contract and return it to you, you're in. You'll be part of our network. Until then, we want to let you know a little about our processes and online resources.

A PIN just for you

After you're credentialed (when applicable) and contracted, you'll get a provider identification number (PIN). We use this number to identify you and/or your office. Your PIN will be on the Service and Pay to Remittance Form when you get your countersigned agreement.

Note: The Health Insurance Portability and Accountability Act (HIPAA) requires that you include your PIN on all the following:

- Electronic claims
- Claims status inquiries
- Authorizations and referrals
- Eligibility and transactions

Welcome kit

After you receive your signed contract, we'll send you welcome materials. You'll receive them on or near your effective date. The guide has handy information and links to resources you'll need. You can download and print those materials.

Online resources

- **Aetna at a Glance** guide
- Electronic tools, sign up for ERA, EFT, and e-EOBs through the Council for Affordable Quality Healthcare(CAQH)
    - You can use Enroll Hub™, a CAQH Solution™, at **Solutions.caqh.org**. Even if you use CAQH for credentialing, you'll need to enroll separately for the utility using the orange "Register Now" button.
- Discover our health care plans and check your network status
    - Once contracted, you can search for your provider name/facility in our directories:
        - **Medicare provider directory** and/or
        - **Commercial provider directory**

  Once you find your provider name/facility, see "Plans and Network Information."
- Attend **webinars**

About Medicare Advantage products (if applicable)

If you part of any of our Medicare Advantage products, you and your downstream entities must comply with all **Medicare Compliance Program requirements**. You can learn more on our First Tier, Downstream and Related entity Medicare compliance in our **online office manual**.

For more information, call us at:

- **1-800-624-0756 (TTY: 711)** for HMO-based and Medicare Advantage plans, or
- **1-888-MDAetna (1-888-632-3862) (TTY: 711)** for all other benefits plans

Aetna® performance programs

We analyze the performance of participating practices in two programs: **Aetna Smart Compare**™ and **Aexcel**®. To learn more about them, follow the links

Aetna Smart Compare is a performance designation program launched in 2020. For members looking for a new physician, this program shows practices that deliver “effective care” and/or “quality care.” (We do not use Aetna Smart Compare for network or benefit products.) This program uses specialty and procedure specific measures. We will share your practice’s performance results with each annual update.

Aexcel is a legacy performance designation for two different programs. Like Aetna Smart Compare, we display practices with this status to our members. We will replace it with Aetna Smart Compare over time, as we launch new designations for the same specialists.

We also Aexcel to place physician performance in tiers for network products like Aetna Premier Care Network (APCN). We will assess your status in Aexcel and APCN every two years.

For Ohio providers only

Ohio Revised Code 3901.381 requires third-party payers, such as Aetna, to send electronic payments. We send them to contracted providers who submit an electronic claim. To enroll, complete an **ERA/EFT Enrollment Form**. Our standard processing time is 15 business days. Once your enrollment is complete, you’ll get confirmation and begin receiving electronic payments to your bank account. If EFT isn’t for you, you must fill out the **Refusal to Enroll in Electronic Funds Transfer (EFT)Form**. Then fax it to the phone number on the form.

Once you're approved as a network provider, see below:

- **Effective date:** See contract
- **Provider Identification Number (PIN-All other plans):** See Service and Pay to Remittance Location Form
- **Group provider Number (HMO-based plans):** See Service and Pay to Remittance Location Form

PROVIDER AGREEMENT

Aetna Network Services LLC, on behalf of itself and its Affiliates ("Company"), and_____**,** on behalf of itself and any and all of its Group Providers and locations ("Provider"), are entering into this Provider Agreement (the "Agreement"), as of the Effective Date listed below.

The Agreement includes this cover/signature page, the **General Terms and Conditions** and **Definitions** that follow. It also includes one or more of the following parts:

i) **State Compliance Addenda** that contain state-specific requirements for various Product Categories;
ii) **Product Addenda** that include additional requirements for specific Product Categories;
iii) **Service and Rate Schedules** that go along with the various Product Addenda;
iv) **Appendices** and/or other attachments containing definitions and/or other information.

As of the Effective Date, Provider agrees to participate in each Product Category checked below. Important information on how Product Categories can be added to or deleted from this list is contained in the Agreement.

	PRODUCT CATEGORIES
✓	Commercial Health
✓	Medicare
✓	Medical Rental Network
	Institutes of Excellence® (IOE) Transplant Program (subject to separate approval by Company)

EFFECTIVE DATE: _____ 20_____

TERM: This Agreement begins on the Effective Date, continues for an initial term of (1) year, and then automatically renews for consecutive one (1) year terms. The Agreement may be terminated by either Party at any time after the initial term, or non-renewed at the end of the initial or any subsequent term, for any reason or no reason at all, with at least ninety (90) days advance written notice to the other Party. Additional termination provisions are included in the Agreement.

The undersigned representative of Provider has read and understood this Agreement, has had the opportunity to review it with an attorney of Provider's choice, and is authorized to bind Provider, including all Group Providers and Provider locations, to the terms of the Agreement.

PROVIDER

By:

Printed Name:

Title:

Date:

FEDERAL TAX I.D. NUMBER:

As required by Section 8.6 ("Notices") of this Agreement, notices shall be sent to the following addresses:

Provider contract notice address:

Provider contract notice email address:

COMPANY

By:

Printed Name:

Title:

Date:

As required by Section 8.6 ("Notices") of this Agreement, notices shall be sent to the following addresses:

Company:

Aetna Inc
PO BOX 818030
CLEVELAND OH 44181-8030

GENERAL TERMS AND CONDITIONS

1.0 PROVIDER OBLIGATIONS

1.1 **General Obligations**. Provider agrees that it and all Group Providers will:

(a) provide Covered Services to Members according to generally accepted standards of care in the applicable geographic area and within the scope of its/their licenses and authorizations to practice;

(b) obtain and maintain all applicable license(s), certification(s), registration(s), authorization(s) and accreditation(s) required by Applicable Law;

(c) comply with all Applicable Law related to this Agreement and the provision of and payment for health care services; Provider represents that neither it nor any Group Provider has been excluded from participation in any Federal or state funded health program, or has a report filed in the National Practitioner Data Bank (NPDB);

(d) comply with Company's credentialing/recredentialing requirements and applicable Participation Criteria; Provider understands that no Group Provider may serve as a Participating Provider until that provider is fully credentialed and approved by the applicable peer review committee;

(e) require all Group Providers in all Provider locations, to provide Covered Services to Members in compliance with the terms of this Agreement; any exceptions must be approved in advance, in writing, by Company;

(f) obtain from Members any necessary consents or authorizations to the release of their medical information and records to governmental entities, Company and Payers, and their agents and representatives;

(g) obtain signed assignments of benefits from all Members authorizing payment for Provider's services to be made directly to Provider instead of to the Member, unless Company specifically directs otherwise or the applicable Plan requires otherwise;

(h) treat all Members with the same degree of care and skill as they treat patients who are not Members; Provider further agrees not to discriminate against Members in violation of Applicable Law or Company Policies;

(i) maintain an ongoing internal quality assurance/assessment program that includes, but is not limited to, the credentialing, supervision, monitoring and oversight of its employees and contractors providing services under this Agreement;

(j) cooperate promptly, during and after the term of this Agreement, with reasonable and lawful requests from Company and Payers for information and records related to this Agreement, as well as with all requests from governmental and/or accreditation agencies. Among other things, Provider agrees to provide Company and Payers with the information and records necessary for them to properly administer claims and the applicable Plan; resolve Member grievances, complaints and appeals; comply with reporting requirements related to the Affordable Care Act (ACA) (including, but not limited to, information related to the ACA's medical loss ratio requirements); perform quality management activities; and fulfill data collection and reporting requirements (e.g., HEDIS).

(k) not provide or accept any kickbacks or payments based on the number or value of referrals in violation of Applicable Law. Unless disclosed in advance to Company and the affected Member, Provider will not accept any referral from persons or entities that have a financial interest in Provider, or make any referrals to persons or entities in which Provider has a financial interest;

(l) refer Members only to other Participating Providers (including, but not limited to pharmaceutical providers and vendors), unless specifically authorized otherwise by Company and/or permitted by the applicable Plan and Company Policies.

(m) unless prohibited by Applicable Law or a violation of a specific peer review privilege, notify Company promptly about any: (i) material litigation brought against Provider or a Group Provider that is related to the provision of health care services to Members and/or that could reasonably have a material impact on the services that Provider renders to Members; (ii) claims against Provider or a Group Provider by governmental agencies including, but not limited to, any claims regarding fraud, abuse, self-referral, false claims, or kickbacks; (iii) change in the ownership or management of Provider; and (iv) material change in services provided by Provider or any loss, suspension or restriction of licensure, accreditation, registration or certification status of Provider or a Group Provider related to those services.

1.2 **Provider and Group Provider Contact and Service Information**. Provider agrees that it has provided Company with contact information, including, but not limited to, a list of Group Providers and Provider locations, that is complete and accurate as of the Effective Date. Provider will notify Company within ten (10) business days of all changes to the list of Group Providers, the services it/they provide and all contact and billing information for Provider and Group Providers. Provider understands that failure to keep all such information current and to periodically confirm its accuracy as reasonably requested by Company, will be a material breach of this Agreement. Company's additional requirements for updating information and the actions it may take if Provider fails to confirm its information are outlined in the Provider Manual and/or related Policies made available to Provider.

1.3 **Compliance with Company Policies**. Provider agrees to comply with Company Policies, including, but not limited, those contained in the Provider Manual, as modified by Company from time to time. If a change in a Company Policy would materially and adversely affect Provider's administration or rates under this Agreement, Company will send Provider at least ninety (90) days advance written notice of the Policy change. Provider understands that Policy changes will automatically take effect on the date specified, unless an earlier date is required by Applicable Law. Provider is encouraged to contact Company to discuss any questions or concerns with Company Policies or Policy changes.

1.4 **Claims Submission and Payment**. Subject to Applicable Law, Provider agrees:

(a) to accept the rates contained in the applicable Service and Rate Schedule(s), regardless of where services are provided, as payment in full for Covered Services (including for services that would be Covered Services but for the Member's exhaustion of benefits (e.g., above the annual maximum)).

(b) that it is responsible for and will promptly pay all Group Providers for services rendered, and that it will require all Group Providers to look solely to Provider for payment;

(c) to submit complete, clean, electronic claims for Covered Services provided by Provider and Group Providers, containing all information needed to process the claims, within one hundred and twenty (120) days of the date of service or discharge, as applicable, or from the date of receipt of the primary payer's explanation of benefits if Company or Payer is the secondary payer. This requirement will be waived if Provider provides notice to Company, along with appropriate evidence, of extraordinary circumstances outside of Provider's control that resulted in a delayed submission.

(d) to respond within forty-five (45) days to Company or Payer requests for additional information regarding submitted claims;

(e) to notify Company of any underpayment or payment/claim denial dispute, within one hundred and eighty (180) days from date of payment and to follow Company's dispute and appeal Policies for resolution;

(f) to notify Company promptly after becoming aware of any overpayment (e.g., a duplicate payment or payment for services rendered to a patient who was not a Member) and to cooperate with Company for

the prompt return of any overpayment. In the event of Provider's failure to cooperate with this section, Company shall have the right to offset any overpaid amount against future claims.

(g) that Company and Payers will not be obligated to pay for claims not submitted, completed or disputed/appealed as required above, or that are billed in violation of Applicable Law, this Agreement or Company Policies, and that Members may not be billed for any such claims.

(h) in the event that Provider acquires or takes operational responsibility for another Participating Provider , the then current agreement between Company and such Participating Provider will remain in place and apply to Covered Services provided by such Participating Provider for the longer of: (i) one (1) year; or (ii) the expiration of the then current term of such agreement. Notwithstanding the foregoing, Company may notify Provider with at least sixty (60) days' prior written notice that the terms of this Agreement shall sooner apply to such Participating Provider.

1.5 **Member Billing**. Provider agrees that Members will not be billed or charged any amount for Covered Services, except for applicable copayments, coinsurance and deductible amounts. If services are not reimbursed because of Provider's failure to comply with its obligations under this Agreement (e.g., for late submission of claims), Members may not be billed for those services. A Member may be billed for services that are not Covered Services under the Member's Plan (including for services that are not considered "medically necessary" under a Plan) as long as the Member is informed that those services are not covered and has agreed, in advance, to pay for the services. This section will survive the termination of this Agreement.

2.0 COMPANY OBLIGATIONS

2.1 **General Obligations**. Company agrees that:

(a) unless an exception is stated in the applicable **Product Addendum**, Company or Payers will: (i) provide Members with a means to identify themselves to Provider; (ii) provide Provider with an explanation of provider payments, a general description of products and a listing of Participating Providers; (iii) provide Provider with a means to check Member eligibility; and (iv) include Provider in the Participating Provider directory(ies) for the applicable Plans.

(b) it, through its applicable Affiliate(s), will be appropriately licensed, where required, to offer, issue and/or administer Plans in the service areas covered by this Agreement;

(c) it is, and will remain throughout the term of this Agreement, in material compliance with Applicable Law related to its performance of its obligations under this Agreement.

(d) it will notify Provider of periodic updates to its Policies as required by this Agreement and make current Policies available to Providers through its provider websites or other commonly accepted media.

2.2 **Claims Payment**. Subject to Applicable Law, the terms of each applicable **Product Addendum(a) and Service and Rate Schedule(s)**, and Company's payment and review Policies (e.g., prepayment review of certain claims), and except for applicable Member copayments, coinsurance and deductibles, Company agrees:

(a) when it is the Payer, to pay Provider for Covered Services rendered to Members; and
(b) when it is not the Payer, to notify the Payer to forward payment to Provider for Covered Services,

within forty-five (45) days of receipt of a clean, complete, undisputed electronic claim. While Company may service or process payment for claims on behalf of Payers who are not Affiliates (e.g., self-funded plan sponsors), Provider acknowledges that Company has no legal or other responsibility for the payment of those claims. However, Company will use commercially reasonable efforts to assist Provider, as appropriate, in collecting payments from Payers.

3.0 NETWORK PARTICIPATION

Provider agrees that it and Group Providers will participate in the Product Categories checked on the signature sheet to this Agreement. Company has the right, upon ninety (90) days written notice to Provider, to:

(a) add Product Categories (e.g., Medicare or a new Product Category not existing as of the Effective Date); and
(b) add types of Plans (e.g., PPO, HMO) and/or specialty programs (e.g., disease management or women's health) in any Product Category.

Company will notify Provider of the rates that will apply for any addition and will, as necessary, send Provider a new or revised **Product Addendum** and **Service and Rate Schedule**.

Provider can decline any addition by notifying Company in writing, within thirty (30) days of receiving Company's notice. A variation of an existing Product Category, Plan type or specialty program at existing terms and rates will not be considered "an addition" under this section.

Company is not required to designate, include, or continue to include Provider, any specific Group Provider(s) or any specific Provider location(s) as a preferred provider or Participating Provider in any specific Product Category, Plan (or Plan variation), product, specialty program or geographic area. Company may operate networks in which Provider is not included, whether for specific Payers/customers or otherwise. In certain situations, Provider may treat a Member of a Plan or Product Category in which Provider does not participate (e.g., a Member traveling out of area, emergency services). In those situations, Company may apply rates and terms (e.g., no balance billing) that Provider has accepted under this Agreement for Covered Services provided to those Members. Not all Product Categories and Plan types are available in all geographic locations.

4.0 CONFIDENTIALITY

Company and Provider agree that Provider's medical records do not belong to Company. Company and Provider agree that the information contained in the claims Provider submits under this Agreement belongs to Company and/or the applicable Payer and may be used by Company and/or the applicable Payer for quality management, plan administration and other lawful purposes. Each Party will maintain and use confidential Member information and records in accordance with Applicable Law. Each Party agrees that the confidential and proprietary information of the other Party is the exclusive property of that other Party and, unless publicly available, each Party agrees to keep the confidential and proprietary information of the other Party strictly confidential and not to disclose it to any third party without the other Party's consent, except: (a) as required by Applicable Law; (b) to governmental authorities having jurisdiction; (c) in the case of Company's disclosure, to Members, Payers, prospective or current customers, or consultants or vendors under contract with Company; and (d) in the case of Provider's/Group Providers' disclosure, to Members for the purpose of advising a Member of potential treatment options and costs. Provider will keep the rates and the development of rates and other terms of this Agreement confidential; provided, however, that nothing herein shall be deemed to prohibit Provider and Company/or a Payer from disclosing rates/and other information as required by Applicable Law (e.g., to promote transparency in pricing and quality information). Provider is encouraged to discuss Company's provider payment methodology with patients, including descriptions of the methodology under which the Provider is paid. In addition, Provider and Group Providers are encouraged to communicate with patients about their treatment options, regardless of benefit coverage limitations. This section will survive the termination of this Agreement.

5.0 ADDITIONAL TERMINATION/SUSPENSION RIGHTS AND OBLIGATIONS

5.1 **Termination of Individual Group Providers**. Company may terminate the participation of one or more individual Group Providers or locations by providing Group with at least ninety (90) days written notice prior to the date of termination.

5.2 **Termination for Breach**. This Agreement may be terminated at any time by either Party upon at least sixty (60) days prior written notice of such termination to the other Party, upon such other Party's material breach of its obligations under this Agreement, unless such material breach is cured within sixty (60) days of the notice of termination.

5.3 **Immediate Termination or Suspension**. Company may terminate or suspend this Agreement with respect to Provider or any Group Provider or location, with written notice to Provider, due to: (a) Provider's or the applicable Group Provider's failure to continue to meet the licensure and other requirements of the applicable Participation Criteria; (b) bankruptcy or receivership or an assignment by Provider for the benefit of creditors; (c) Provider's or the applicable Group Provider's indictment, arrest or conviction of a felony; or for any indictment, arrest or conviction of criminal charge related to fraud or in any way impairing Provider's or a Group Provider's practice of medicine; (d) the exclusion, debarment or suspension of Provider or a Group Provider from participation in any governmental sponsored program, including, but not limited to, Medicare or Medicaid; (e) change of control of Provider to an entity not acceptable to Company; (f) any false statement or material omission of Provider or a Group Provider in a network participation application and/or related materials; or (g) a determination by Company that Provider's continued participation in provider networks could reasonably result in harm to Members. To protect the interests of patients, including Members, Provider will provide immediate notice to Company of any of the events described in (a)-(f) above. Provider may terminate this Agreement, with written notice to Company due to: (x) Company's failure to continue to maintain the licensure and authorizations required for it to meet its obligations under this Agreement; or (y) Company's bankruptcy or receivership, or an assignment by Company for the benefit of creditors.

5.4 **Obligations Following Termination**. Upon termination of this Agreement for any reason, Provider agrees to provide services, at Company's discretion, to: (a) any Member under Provider's care who, at the time of the effective date of termination, is a registered bed patient at a hospital or facility, until such Member's discharge or Company's orderly transition of such Member's care to another provider; and (b) in any other situation required by Applicable Law. The applicable **Service and Rate Schedule** will apply to all services provided under this section. Upon notice of termination of this Agreement or of participation in a Plan, Provider will cooperate with Company to transfer Members to other providers. Company may provide advance notice of the termination to Members.

5.5 **Obligations During Dispute Resolution Procedures**. In the event of any dispute between the Parties in which a party has provided notice of termination for breach under Section 5.2 above, and the dispute is required to be resolved or is submitted for resolution under Section 7.0 below, the termination of this Agreement shall cease and the Parties shall continue to perform under the terms of this Agreement until the final resolution of the dispute.

6.0 RELATIONSHIP OF THE PARTIES

6.1 **Independent Contractor Status/Indemnification**. Company and Provider are independent contractors, and not employees, agents or representatives of each other. Company and Provider will each be solely liable for its own activities and those of its employees and agents, and neither Company nor Provider will be liable in any way for the activities of the other Party or the other Party's employees or agents. Provider acknowledges that all Member care and related decisions are the responsibility of Provider and/or Group Providers and that Policies do not dictate or control Provider's and/or Group Providers' clinical decisions with respect to the care of Members. Provider agrees to indemnify and hold harmless Company from any and all third party claims, liabilities and causes of action (including, but not limited to, reasonable attorneys' fees) arising out of Provider's and/or Group Providers' provision of care to Members. Company agrees to indemnify and hold harmless Provider and Group Providers from any and all third party claims, liabilities and causes of action (including, but not limited to, reasonable attorneys' fees) arising out of the Company's administration of Plans. This provision will survive the termination of this Agreement.

6.2 **Use of Name**. Provider agrees that its name and other identifying and descriptive material can be used in provider directories and in other materials and marketing literature of Company and Payers, including, but not limited to, in customer bids, requests for proposals, state license applications and/or other submissions. Provider will not use Company's or its Affiliates' or a Payer's names, logos, trademarks or service marks without Company's and/or the applicable Payer's prior written consent.

6.3 **Interference with Contractual Relations**. Provider will not engage in activities that would cause Company to lose existing or potential Members, including but not limited to, advising Company customers, Payers or other entities currently under contract with Company to cancel, or not renew their contracts. Except as required under this Agreement or by a governmental authority or court of competent jurisdiction, Provider will not use or disclose to any third party, membership lists acquired during the term of this Agreement including, but not limited to, for the purpose of soliciting individuals who were or are Members or otherwise to compete with Company. Nothing in this section is intended or will be deemed to restrict: (a) any communication between Provider and a Member, or a party designated by a Member, that is determined by Provider to be necessary or appropriate for the diagnosis and care of the Member; or (b) notification of participation status with other insurers or plans. This section will survive the termination of this Agreement for a period of one (1) year following termination or expiration.

7.0 DISPUTE RESOLUTION

7.1 **Dispute Resolution** Company will provide an internal mechanism under which Provider can raise issues, concerns, controversies or claims regarding the obligations of the Parties under this Agreement. Provider will exhaust Company's internal mechanism before instituting any arbitration or other permitted legal proceeding. The Parties agree that any discussions and negotiations held during this process will be treated as settlement negotiations and will be inadmissible into evidence in any court proceeding, except to prove the existence of a binding settlement agreement.

7.2 **Arbitration**. Any controversy or claim arising out of or relating to this Agreement, including breach, termination, or validity of the Agreement, except for injunctive relief or any other form of equitable relief, will be settled by confidential, binding arbitration, in accordance with the Commercial Rules of the American Arbitration Association (AAA). **COMPANY AND PROVIDER UNDERSTAND AND AGREE THAT, BY AGREEING TO THIS ARBITRATION PROVISION, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT.** The arbitrator may award only compensatory damages for breach of contract, and is not empowered to award punitive, exemplary or extra-contractual damages. Where a Party's claim is for greater than Ten Million Dollars ($10,000,000), a panel of three (3) arbitrators (one chosen by each Party and the third to be a former Federal district court judge agreed upon by the Parties) will preside over the matter, unless the Parties agree otherwise. If a Party's claim is for less than Ten Million Dollars ($10,000,000), a single (1) arbitrator will preside over the matter, unless the Parties agree otherwise. The arbitrator(s) are bound by the terms of this arbitration provision. In the event a Party believes there is a clear error of law and within thirty (30) days of receipt of an award of $250,000 or more (which shall not be binding if an appeal is taken), a Party may notify the AAA of its intention to appeal the award to a second arbitrator (the "Appeal Arbitrator"), designated in the same manner as the original, except that the Appeal Arbitrator must have at least twenty (20) years' experience in the active practice of law or as a judge. The award, as confirmed, modified or replaced by the Appeal Arbitrator, shall be final and binding, and judgment thereon may be entered by any court having jurisdiction thereof. No other arbitration appeals may be made. Except as may be required by law or to the extent necessary in connection with a judicial challenge, permitted appeal, or enforcement of an award, neither a Party nor an arbitrator may disclose the existence, content, record, status or results of dispute resolution discussions or an arbitration. Any information, document, or record (in whatever form preserved) referring to, discussing, or otherwise related to dispute resolution discussions or arbitration, or reflecting the existence, content, record, status, or results of dispute resolution discussions or arbitration is confidential. The Parties are entitled to take discovery consistent with the Federal Rules of Civil Procedure (including, but not

limited to, document requests, expert witness reports, interrogatories, requests for admission and depositions). This section will survive the termination of this Agreement.

8.0 MISCELLANEOUS

8.1 **Entire Agreement**. This Agreement and any addenda, schedules, exhibits or appendices to it constitutes the entire understanding of the Parties and supersedes any prior agreements related to the subject matter of this Agreement. If there is a conflict between the **General Terms and Conditions** and a **Product Addendum** or **Service and Rate Schedule**, the terms of the applicable **Product Addendum** and corresponding **Service and Rate Schedule** will prevail for that Product Category. If there is a conflict between an applicable **State Compliance Addendum** and any other part of the Agreement, the terms of the **State Compliance Addendum** will prevail, but only with respect to the particular line of business (e.g., fully insured HMO) or Product Category.

8.2 **Waiver/Governing Law/Severability/No Third Party Beneficiaries/Headings**. The waiver by either Party of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach of this Agreement. Except as otherwise required by Applicable Law, this Agreement will be governed in all respects by the laws of the state where Provider is located, without regard to such state's choice of law provisions. Any determination that any provision of this Agreement or any application of it is invalid, illegal or unenforceable in any respect in any instance will not affect the validity, legality and enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provision of this Agreement. Other than as expressly set forth in this Agreement, no third persons or entities are intended to be or are third party beneficiaries of or under the Agreement, including, but not limited to, Members. Headings in the Agreement are for convenience only and do not affect the meaning of the Agreement.

8.3 **Limitation of Liability**. A Party's liability, if any, for damages to the other Party related to this Agreement, will be limited to the damaged Party's actual damages. Neither Party will be liable to the other for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind. This section will survive the termination of this Agreement.

8.4 **Assignment**. Provider may not assign this Agreement without Company's prior written consent. Company may assign this Agreement, in whole or in part, from time to time. To support a partial assignment, Company may duplicate this Agreement, including one or more of the relevant **Product Addenda** and **Service and Rate Schedules**, and assign the duplicate while retaining all or part of the original. If Company sells all or a portion of a Product Category in which Provider participates (e.g., a line of business), Company may also create and assign to the purchaser a duplicate of this Agreement including the relevant **Product Addenda** and **Service and Rate Schedules**. If Company assigns this Agreement to any entity other than an Affiliate, Company will provide advance written notice to Provider.

8.5 **Amendments**. This Agreement will be deemed to be automatically amended to conform with all Applicable Law promulgated at any time by any state or Federal regulatory agency or governmental authority. Additionally, Company may amend this Agreement, upon at least ninety (90) days prior written notice to Provider. If Provider is not willing to accept an Amendment that is not required by Applicable Law, it may terminate the Agreement, with at least sixty (60) days written notice to Company in advance of the effective date of the Amendment.

8.6 **Notices**. Notices required to terminate or non-renew the Agreement or to decline participation in a new Product Category or Plan/program, must be sent by U.S. mail, nationally recognized courier, or electronic mail (with proof of delivery in any case), to the applicable Party's most currently updated address. Any other notices required under this Agreement may be sent by letter, electronic mail or other generally accepted media, to the applicable Party's last updated address.

8.7 **Non-Exclusivity**. This Agreement is not exclusive and does not preclude either Party from contracting with any other person or entity for any purpose.

DEFINITIONS

Affiliate. Any corporation, partnership or other legal entity, that is directly or indirectly owned or controlled by, or which owns or controls, or which is under common ownership or control with Company. Plans may be offered by separate Company Affiliates and each of those Affiliates is considered to be a Party to this Agreement.

Applicable Law. All applicable Federal and state laws, regulations and governmental directives related to this Agreement, as well as, with respect to Provider, applicable accreditation agency/organization requirements.

Covered Services. Those health care and related services for which a Member is entitled to receive coverage or program benefits under a Plan.

Group Provider. A health care provider (a) employed by Provider or (b) who, through a contract or arrangement with Provider, provides services to Members for which Provider is reimbursed under this Agreement or who otherwise bills for services under this Agreement, whether on a regular or on call basis. Group Provider includes all of the persons and entities that provide services to Members in any of Provider's practice arrangements or locations and under any of its tax identification numbers, unless specifically excluded, as explained in the Agreement.

Member. A person covered by or enrolled in a Plan. Member includes the subscriber and any of the subscriber's eligible dependents.

Participating Provider. A health care provider that participates in Company's participating provider network(s) for the applicable Plan.

Participation Criteria. The participation criteria (e.g., office standards, DEA requirements, etc.) that apply to various types of Participating Providers under Company Policies.

Party. Company or Provider, as applicable.

Payer. A person or entity that is authorized to access one or more networks of Participating Providers and that: (a) is financially responsible for funding or underwriting payments for benefits provided under a Plan; or (b) is not financially responsible to fund or underwrite benefits, but which contracts directly or indirectly with persons or entities that are financially responsible to pay for Covered Services provided to Members. Payers include, but are not limited to, Company, insurers, self-funded employers, third party administrators, labor unions, trusts, and associations.

Plan. A health care benefits plan or program for which Provider serves as a Participating Provider; the terms of each specific Plan are outlined in the applicable summary plan description, certificate of coverage, evidence of coverage, or other coverage or program document.

Policies. Company's policies and procedures that relate to this Agreement, including, but not limited to, Participation Criteria; Provider Manuals; clinical policy bulletins; credentialing/recredentialing, utilization management, quality management, audit, coordination of benefits, complaint and appeals, and other policies and procedures (as modified from time to time), that are made available to Provider electronically or through other commonly accepted media. Policies may vary by Affiliate, Product Category and/or Plan.

Product Category. A category of health benefit plans or products (e.g., Commercial Health, Medicare) in which Provider participates under this Agreement, as more fully described on the applicable **Product Addendum(a)**.

Provider Manual. Company's handbook(s), manual(s) and guide(s) applicable to various types of Participating Providers and Product Categories.

State Compliance Addendum

INDIANA

The State Compliance Addendum attached to this Agreement, is expressly incorporated into this Agreement and is binding upon the Parties to this Agreement. In the event of any inconsistent or contrary language between the State Compliance Addendum and any other part of this Agreement, including but not limited to exhibits, attachments or amendments, the Parties agree that the provisions of the State Compliance Addendum shall prevail, but, if applicable, only with respect to a particular line of business (e.g., fully-insured HMO) and/or Product.

5.2 Termination for Breach

All references in Section 5.2 Termination for Breach, to "sixty (60)" shall be deleted and replaced with "thirty (30)".

5.4 Obligations Following Termination

Subsection (b) is the first sentence of Section 5.4 Obligations Following Termination, shall be deleted and replaced with the following:

"(b) to a pregnant Member in the third trimester of pregnancy, throughout the term of the Member's pregnancy."

8.0 Miscellaneous

The following shall be added to the end of Section 8.0 Miscellaneous:

"8.8 Holding Members Harmless. In accordance with Ind. Code Ann. § 27-13-15-1 (a) (4), in the event Company fails to pay for Covered Services as specified by the Agreement, the Member is not liable to the Provider for any sums owed by the Company."

COMMERCIAL HEALTH PRODUCT ADDENDUM

The term Commercial Health Product means those commercial health products, benefit plans, programs, and networks offered, administered and/or serviced by Company.

It includes Federal Employee Health Benefit Programs (FEHB) and other Office of Personnel Management (OPM) plans and both full or partially insured plans, as well as self-funded plans administered and/or serviced by Company, whether group or individual. Examples of Commercial Health Products include, but are not limited to: *HMO, PPO, EPO, POS, QPOS, Elect Choice, Open Choice, Managed Choice POS, Aetna Choice POS II, Aetna Select, Aetna Student Health, indemnity plans with network incentives, Aetna Signature Administrators®, Joint Claims Administration, Meritain/Meritain Shared Administrative Services, Passport to Healthcare® and National Advantage Program*.

Nothing in this Addendum requires Company to include Provider in any specific Commercial Health Product(s). Provider's participation may be terminated by Company from one or more Commercial Health Products with ninety (90) days' prior written notice to Provider, without affecting participation in any other Commercial Health Products or other Product Categories.

Note: Many Member ID cards for Commercial Health Products also include the National Advantage Program (NAP) logo. In those circumstances, the rates listed on the Service and Rate Schedule applicable to the Commercial Health Product (other than NAP) will apply. If no NAP logo is included on a Member's ID card, the rates listed on the Service and Rate Schedule for Commercial Health Products will apply to Members in the following order: (1) the rate for the Member's Commercial Health Product, if a rate applicable to that product is listed (as long as the Member may access Provider for any level of in-network benefits); (2) the NAP rate, if a rate specific to NAP is listed OR the rate applicable to the non-gated Aetna Open Choice/PPO product, if a NAP rate is not listed.

MEDICARE ADVANTAGE PRODUCT ADDENDUM

The terms of this Medicare Advantage Product Addendum ("Addendum") apply to Provider's participation in the Medicare Advantage Product as described below. All terms and conditions of the Agreement not in conflict with the terms and conditions set forth in this Addendum shall apply to this Addendum. In the event of a conflict between the terms of the Agreement and this Addendum, the terms of this Addendum shall apply. All terms not capitalized herein shall have the meanings ascribed to them in the Agreement. The term "Applicable Law" or "applicable law" as used in the Agreement shall include, as it relates to this Addendum, all applicable orders, directives, instructions, sub-regulatory guidance, and other requirements of any Official, including requirements for Medicare Advantage plans that pertain to participation as a First Tier or Downstream Entity in the Medicare Advantage Program.

1. DESCRIPTION. The Medicare Advantage Product includes the Medicare Advantage ("MA") plan(s) offered, administered and/or serviced by Company for Medicare beneficiaries in connection with a contract with the Centers for Medicare and Medicaid Services ("CMS") pursuant to Part C of Title XVIII of the Social Security Act ("Company's Medicare Plans"). Nothing herein requires that Provider be included in or designated as a Participating Provider in all MA plan(s)/plan variations or network(s) or in any specific geographic location(s).

2. PAYMENT.

A. Reimbursement. Reimbursement under this Addendum shall be made in accordance with the applicable Service and Rate Schedule in the Agreement. Provider acknowledges that payments made to Provider by Company are made in whole or in part with Federal funds and subject Provider to those laws applicable to individuals/entities receiving Federal funds. [45 C.F.R. part 84 and 45 C.F.R. part 91].

B. Prompt Pay. In accordance with 42 C.F.R. § 422.520(b)(1), Company shall pay clean claims submitted by Provider for Covered Services provided to Medicare Members within thirty (30) calendar days of receipt. For purposes of this Addendum, the term "clean claim" shall have the meaning assigned in 42 C.F.R. §422.500.

C. Overpayments. Company shall have the right to pursue overpayments from Provider within three (3) years from the claim payment date.

D. Medicare Payment Adjustment. Company shall not pay any amounts beyond the amounts set forth in the applicable Service & Rate Schedule, including but not limited to any incentive payments that may be payable under traditional Medicare, except as expressly required by the Agreement or Applicable Law. Further, the Parties acknowledge and agree that payments under the Medicare program to providers, suppliers, and Medicare Advantage organizations may be adjusted as the result of legislation, regulation, executive order or other federal mandate ("Medicare Payment Adjustment"). Furthermore, any such Medicare Payment Adjustment could result in an increase or decrease in Medicare payments. In accordance with the terms of this Agreement, the Parties agree that, in the event of a Medicare Payment Adjustment, Company's payment to Provider will be adjusted in accordance with the Medicare Payment Adjustment. Company shall adjust payments under this Agreement for Covered Services rendered by Provider on and after the effective date of the Medicare Payment Adjustment, and shall continue to adjust payments to Provider until the earlier of the date (i) the Medicare Payment Adjustment is discontinued or (ii) is replaced by a subsequent Medicare Payment Adjustment. Medicare Payment Adjustments do not include performance based incentive payments made under traditional Medicare as the result of the Medicare Access and CHIP Reauthorization Act of 2015 ("MACRA") and its implementing regulations, as may be amended from time to time.

3. ASSIGNMENT. Provider may not assign this Agreement without Company's prior written consent. Company may assign this Agreement, in whole or in part, from time to time. To support a partial assignment, Company may duplicate this Addendum, along with the underlying Agreement and any Service and Rate Schedules

applicable to participation in Company's Medicare Plans, and assign the duplicate while retaining all or part of the original. If Company sells all or a portion of Company's Medicare Plans, Company may also create and assign to the purchaser a duplicate of this Addendum along with the underlying Agreement and any Service and Rate Schedules applicable to participation in Company's Medicare Plans. If Company assigns this Agreement to any entity other than an Affiliate, Company will provide advance written notice to Provider.

4. SUBCONTRACTING. Provider shall require all of its subcontractors, if any, to comply with Applicable Law.

A. **Contract Requirements**. Provider shall include in Provider's contracts with subcontractors all contractual and legal obligations required to appear in such contracts under Applicable Law. To the extent CMS requires additional provisions to be included in such subcontracts, Provider shall amend its contracts accordingly.

B. **Delegation.** If Provider delegates to a subcontractor a service required by this Agreement, and the service is required under the terms of Company's CMS Contract, Provider's subcontract shall be in writing and shall specify the delegated activities and reporting responsibilities, in addition to meeting the requirements described above. In the event that Company delegates a function to Provider, Company retains the right to approve, suspend or terminate such delegation.

5. COMPLIANCE OBLIGATIONS

A. Compliance with CMS Contract, Law. Any services performed by Provider for Company's Medicare Plans shall be consistent with Company's obligations under its CMS Contract and comply with Applicable Law. [42 C.F.R. § 422.504(i)(3)(iii)] and [42 C.F.R. § 423.505(i)(3)(iii)] [42 C.F.R. §§ 422.504(i)(4)(v)] and [42 C.F.R. § 423.505(i)(4)(iv)]

B. Compliance with Medicare Policies. In addition to complying with the obligations set forth in the underlying Agreement, Provider shall comply with Policies applicable to Company's Medicare Plans, including, but not limited, those contained in the Provider Manual, as modified by Company from time to time. Provider understands that Policy changes will automatically take effect on the date specified, unless an earlier date is required by Applicable Law. Provider is encouraged to contact Company to discuss any questions or concerns with Company Policies or Policy changes. [42 C.F.R. § 422.503] and [42 C.F.R. § 422.504] and [Medicare Managed Care Manual, Chapter 11, Section 100.4].

C. Grievances/Appeals. Provider agrees to cooperate with Company in resolving Medicare complaints, appeals, and grievances in accordance with Applicable Law. [42 C.F.R. § 422.504(a)(7)].

D. Offshore Services. If Provider (or its subcontractors) provides services for Company's Medicare Plans that involve the receipt, processing, transferring, handling, storing or accessing of Protected Health Information ("PHI") Offshore ("Offshore Services"), Provider agrees to complete Company's Offshore Services Attestation prior to the commencement of Offshore Services (where possible), within fifteen (15) days of a material change in scope or delivery of Offshore Services, and no less than annually. [42 C.F.R. §§ 422.504(i)(4) and (5)].

E. Excluded Entities. Provider agrees that no person or entity that provides services, directly or indirectly, for Company's Medicare Plans, may be an Excluded Entity under Section 1128 or 1128A of the Social Security Act. Provider shall screen the Exclusion Lists prior to initially hiring/contracting and monthly thereafter to ensure no employee or subcontractor appears on Exclusion Lists. If any employee or subcontractor appears on an Exclusion List or is otherwise prohibited from receiving payment under the Medicare program by Federal law, Provider will remove such individual or entity from any direct or indirect work on Company's Medicare Plans and promptly notify Company of the same.

F. Compliance Program and Anti-Fraud Initiatives. Provider shall maintain an effective compliance program to prevent, detect, and correct: (1) non-compliance with CMS's program requirements and (2) fraud waste and abuse ("FWA"). Such compliance program shall include dissemination to employees and Downstream Entities of (a) written policies and/or standards of conduct articulating the entity's commitment to compliance with Applicable Law, initially within ninety (90) days of hire/contracting, and at least annually thereafter; (b) communications regarding the obligation to report potential non-compliance or FWA issues (internally and to payers, including Company, as applicable), and a no-tolerance policy for retaliation or retribution for good faith reporting, and reporting mechanisms to employees and Downstream Entities and (c) appropriate training and education to ensure familiarity with and compliance with the compliance program. Provider, through its compliance program shall establish and maintain a process to: oversee and ensure that employees and Downstream Entities perform applicable services for Company's Medicare Plans consistent with this Agreement and Applicable Law and shall require implementation of disciplinary actions and corrective actions up to terminations where needed to ensure such compliance. Provider shall require that any Downstream Entity maintains an effective compliance program consistent with the requirements of this section. [42 C.F.R. §§ 422.504(i)(2)(i) and (iv)] and [42 C.F.R. §423.505].

G. Home Infusion Drugs. If Provider dispenses home infusion drugs that are covered under Medicare Part D to a Medicare Member and such Medicare Member has MA-PD coverage offered by Company ("Home Infusion Drug") then Provider agrees that the home infusion drugs section in the Provider Manual shall, as required by Applicable Law, be considered a part of this Agreement.

H. Marketing. Provider shall comply with the Medicare Communications and Marketing Guidelines ("MCMGs") and shall remain neutral when assisting Medicare beneficiaries with enrollment decisions. [Medicare Communications and Marketing Guidelines, as may be updated from time to time.].

I. Provider Directory. Provider shall promptly provide Company with notice of any changes in Provider information set forth in Company's provider directory, including Provider's ability to accept new patients, the closing of a Provider's panel, the retirement or a provider leaving the group, or other similar changes at least thirty (30) days prior to the effective date of the change or no later than 10 days after such event. Provider shall respond to requests from Company for updated directory information within ten (10) calendar days of receipt of such request. [42 CFR §422.111(b)(3)] and [Medicare Managed Care Manual, Chpt. 4, § 110.2]

6. MEDICARE MEMBER PROTECTIONS.

A. Hold Harmless. Provider shall not hold Medicare Members liable for payment of any fees that are the legal obligation of the MA organization. [42 C.F.R. §§ 422.504(i)(3)(i) and 422.504(g)(1)(i)]

B. Continuation of Benefits. If Company's CMS Contract terminates or Company becomes insolvent or fails to make payment under this Agreement, Provider shall continue to provide Covered Services to Medicare Members who are hospitalized through the date of discharge and shall be prohibited from billing Medicare Members for such Covered Services. [42 C.F.R. § 422.504(g)(2)(i) and (ii)].

C. Non-Covered Services. Provider must hold Medicare Members harmless for the cost of non-covered services, except for normal cost-sharing amounts (i.e., copayments, coinsurance, and/or deductibles), unless the Medicare Member has received a pre-service organization determination notice of denial from Company before such services are rendered by Provider. This restriction on holding a Medicare Member financially responsible for non-covered services does not apply in instances where a service is never covered by Medicare under any circumstance. [CMS, Memorandum to Medicare Advantage Plans, et. al, "Improper Use of Advance Notices of Non-coverage" (May 5, 2014).] [42 C.F.R. §§ 422.504(i)(3)(i) and 422.504(g)(1)(i)] and [42 C.F.R. §423.505(i)(3)(i)].

D. Dual Eligible Cost Share. Provider shall not hold Medicare Members eligible for both Medicare and Medicaid liable for Medicare Part A and B cost sharing when the State is responsible for paying such

amounts. Provider shall not impose cost-sharing that exceeds the amount of cost-sharing that would be permitted with respect to the individual under title XIX if the individual were not enrolled in such a plan. Provider will: (1) accept Company's payment as payment in full, or (2) bill the appropriate State source. [42 C.F.R. §§ 422.504(i)(3)(i) and 422.504(g)(1)(iii)]

7. RECORDS AND AUDIT.

A. Maintenance of Records. Provider shall preserve records applicable to Medicare Members and to Company's Medicare Plans, including its compliance with Applicable Law and this Agreement for the longer of: (i) the period of time required by State and Federal law, or (ii) ten (10) years. In addition, to the extent applicable, Provider shall comply with 42 C.F.R. §422.2480(c) and maintain all records containing data used by Company to calculate Medicare medical loss ratios ("MLRs") for Company's Medicare Plans and/or evidence needed by Company and/or Officials to validate MLRs (collectively, "MLR Records") for ten years from the year in which such MLRs are filed by Company.

B. Audit. Provider agrees that Officials, including but not limited to HHS, the Comptroller General, or their designees have the right to directly or indirectly audit, evaluate, and inspect—any pertinent information possessed by Provider or its Downstream Entities and relating to Company's Medicare Plans and any CMS Contract for any particular contract period, including, but not limited to, any books, contracts, computer or other electronic systems (including medical records and documentation of First Tier and Downstream Entities) (collectively, "Records") through 10 years from the final date of the Final Contract Period of the CMS Contract or from the date of Completion of Audit, whichever is later. Provider shall notify Company within two (2) business days of any request by an Official, or their designees, to audit or evaluate Provider Records, and to the extent feasible, shall provide Company the right to participate in any such evaluation of Provider. [42 C.F.R. §§ 422.504(i)(2)(i), (ii), and (iv)] and [42 C.F.R. § 423.505(i)(2)(i), (ii), and (iv)]

C. Confidentiality and Accuracy of Records. Provider will comply with the confidentiality and Medicare Member record accuracy requirements, including: (1) abiding by all Federal and State laws regarding confidentiality and disclosure of medical records, or other health and enrollment information, (2) ensuring that medical information is released only in accordance with Applicable Law, or pursuant to valid court orders or subpoenas, (3) maintaining the records and information in an accurate and timely manner, and (4) ensuring timely access by Medicare Members to the records and information that pertain to them. [42 C.F.R. §§ 422.504(a)(13) and 422.118] and [42 CFR § 423.136]

D. Submission and Certification of Encounter Data. Provider acknowledges that Company is required to provide CMS, other Officials and accrediting organizations with encounter data, including medical records and claims data. Provider shall routinely provide such encounter data to Company in the form and manner requested by Company. Provider certifies that such encounter data shall be accurate, complete and truthful to the best of its knowledge and belief. Provider agrees to immediately notify Company if any encounter data that Provider submitted to Company for Medicare Members is inaccurate, incomplete or erroneous, and cooperate with Company to correct erroneous encounter data.

E. Company Oversight/Information and Records. Provider acknowledges and agrees that Company shall monitor, shall have the right to audit, and remains accountable for, the functions and responsibilities performed by Provider for Company's Medicare Plans. Accordingly, in addition to specific requirements for information and records set forth in this Addendum, Provider agrees to promptly provide to Company any information and records, including without limit, MLR Records, if applicable, and information and records that are reasonably needed by Company: (1) for administration of Company's Medicare Plans, (2) to monitor and audit performance of Provider and its subcontractors with this Agreement, Applicable Law, and requirements of accreditation agencies, including information regarding Provider's oversight and monitoring of its Downstream Entities (including a summary of any results of such activities), and (3) to fulfill any reporting requirements Company may have to CMS or other Officials, including information about any physician incentive plan that Provider may have relating to this Agreement. Provider shall complete an

attestation from Company to confirm its compliance with requirements of this Agreement as it relates to Company's Medicare Plans upon request and agrees that Company may require corrective actions in the event of non-compliance with the requirements of this Agreement. Ultimately, should Company determine such noncompliance has not been or is not capable of being corrected to Company's satisfaction, Company may terminate Provider's participation in Company's Medicare Plans in accordance with the terms of the Agreement.

8. TERMINATION. This Addendum may be terminated on its own without respect to the remainder of the Agreement, with or without cause, by either Party in accordance with the termination provisions of the underlying Agreement, except that no termination of this Medicare Addendum shall occur without cause or for convenience with less than 90 days advance notice to the other party. This Addendum shall terminate automatically in the event that the underlying Agreement is terminated in accordance with the termination provisions of the Agreement.

9. DEFINITIONS:

A. CMS Contract: The contract(s) with CMS governing Company's Medicare Plans.

B. Completion of Audit: Completion of audit by the Department of Health and Human Services, the Government Accountability Office, or their designees of Company or of any First Tier, Downstream, or Related Entity.

C. Downstream Entity: Any party that enters into a written arrangement, acceptable to CMS, with persons or entities involved with Company's Medicare Plans, below the level of the arrangement between an MA organization and a First Tier Entity. These written arrangements continue down to the level of the ultimate provider of both health and administrative services.

D. Excluded Entity: A person or entity listed on the Department of Health and Human Services ("HHS") Office of Inspector General ("OIG") List of Excluded Individuals and Entities and the General Services Administration System for Awards Management ("SAM"), or appearing on the Federal Preclusion List.

E. Exclusion Lists: Collectively, the HHS OIG List of Excluded Individuals and Entities and the SAM.

F. Final Contract Period: The final term of the applicable CMS Contract governing Company's Medicare Plan(s).

G. First Tier Entity: Any party that enters into a written arrangement, acceptable to CMS, with an MA organization to provide administrative services or health care services for Medicare Members.

H. Medicare Member: A Medicare Advantage eligible individual who has enrolled in a Company Medicare Plan.

I. Officials: Federal and state regulatory agencies or officials with jurisdiction, including but not limited to CMS, HHS, the Comptroller General and their designees

J. Offshore: Physically located outside of one of the fifty United States or one of the United States Territories (i.e., American Samoa, Guam, Northern Marianas, Puerto Rico, and Virgin Islands)

K. Policies: Company's policies and procedures that relate to this Agreement, including, but not limited to, participation criteria; Provider Manuals; clinical policy bulletins; credentialing/recredentialing, utilization management, quality management, audit, coordination of benefits, complaint and appeals, and other policies and procedures (as modified from time to time), that are made available to Provider electronically or through other commonly accepted media. This includes but is not specifically limited to Medicare Policies.

L. Provider Manual: Company's handbook(s), manual(s) and guide(s) applicable to various types of Participating Providers, including but not limited to Medicare specific content.

MEDICAL RENTAL PRODUCTS ADDENDUM

1. Medical Rental Products. "Medical Rental Products" are defined as those plans/products, designated by Company in writing from time to time, in which Company provides access to its health care provider networks, repricing services, network credentialing services and other network administration functions to entities that either (i) are responsible for funding Covered Services, such as fully insured health plans or medical insurance carriers, or (ii) are not responsible for funding Covered Services but which contract, directly or indirectly, with entities that are financially responsible for funding Covered Services (both of which for purposes of this Addendum are defined as "Payor"). The term "Medical Rental Product" does not include plans/products which are underwritten by Company and/or for which Company serves as the third party administrator and specifically does not include the Aetna Signature Administrators® and joint claim administration programs.

2. Designation. Company designates the following Medical Rental Products as of the Effective Date:

   First Health®

   In the event that Provider participates in a Medical Rental Product under a separate agreement with a Company Affiliate, such other agreement shall govern the terms of participation in that network.

3. Payment. In consideration of Provider's agreement to provide Covered Services to Members of Medical Rental Products in accordance with this Medical Rental Products Addendum ("Addendum") and the Agreement, Provider shall be paid according to the terms set forth in Medical Rental Products Service and Contract Rate Schedule attached to the Agreement. Provider understands and agrees that the utilization management/claims management and other policies of the applicable Payor (which may differ from Company's policies) shall apply. Provider understands and agrees that the applicable Payor and not Company is responsible for all Provider claims and fees for health care services related to the Medical Rental Products and that, in no event, shall Company be responsible for funding claims or provider payments, in whole or in part. Provider agrees that it shall not file suit against Company as a result of any Payor's nonpayment or underpayment.

4. Termination. Without limiting the termination rights of the parties under the Agreement, effective twelve (12) months from the effective date of this Addendum, either party may terminate this Addendum (and related schedules), without cause, in its entirety or with respect to any specific designated medical rental network(s), upon ninety (90) days prior written notice to the other.

5. Other Provisions. Notwithstanding anything to the contrary in the Agreement, Company may, in its discretion, sell, lease, transfer, rent or otherwise convey or grant access to any third parties the benefits of the Agreement and to designate new Medical Rental Products under this Addendum. Nothing in the Agreement or this Addendum shall require Company to designate Provider as a participating network provider in all Medical Rental Products and/or in all geographic locations.

6. Agreement Terms and Conditions/Conflict. All terms and conditions of the Agreement, not in conflict with the terms and conditions set forth in this Addendum (to the extent reasonably applicable to Medical Rental Products) shall apply to this Addendum. In the event of a conflict between the terms of the Agreement and this Addendum, the terms of this Addendum shall apply. All terms not capitalized herein shall have the meanings ascribed to them in the Agreement.

PROVIDER
SERVICES AND RATE SCHEDULE

RATE:

Payment Details:

For Gatekeeper and Non-Gatekeeper products:

Service	Billing Codes	Rates
All Services not otherwise identified		100% of Aetna Market Fee Schedule

For Government Programs products:

Service	Billing Codes	Rates
All Services not otherwise identified		100% of Medicare Physician Fee Schedule

SERVICES:

Provider will provide services that are within the scope of and appropriate to the Provider's license and certification to practice.

RATE TERMS AND CONDITIONS:

Definitions

"**Aetna Market Fee Schedule**" (AMFS) – A fee schedule that is based upon the contracted location where services are performed. Company may periodically update this fee schedule.

"Medicare Physician Fee Schedule" (MFS)- A fee schedule established by Company for use in payment to providers for Covered Services, which is based upon Centers for Medicare & Medicaid Services (CMS) Geographic Pricing Cost Indices (GPCI) and Resource Based Relative Value Scale (RBRVS) Relative Value Units (RVU) [including Outpatient Prospective Payment System (OPPS) cap rates]; the Clinical Laboratory Fee Schedule (CLAB); the Durable Medical Equipment, Prosthetics, Orthotics and Supplies Fee Schedule; including PEN (DMEPOS) and 'Medicare Part B Drug Average Sales Price (ASP)'. Coding and fees determined under this schedule will be updated as CMS releases code updates, changes in the MFS relative values, including OPPS cap payments, or the CMS conversion factors. Company plans to update the schedule within 60 days of the final rates and/or codes being published by CMS. However, the rates and coding sets for these services do not become effective until updates are completed by Company and payment is considered final and exclusive of any retroactive or retrospective CMS adjustments. Aetna payment policies apply to services paid based upon the Medicare Physician Fee Schedule.

"Gatekeeper products" – For purposes of this Service and Rate Schedule, Gatekeeper products refer to Commercial Health Products offered, administered and/or serviced by Company which encourage or promote the use of a Primary Care Provider, regardless of whether (i) selection of a Primary Care Provider is mandatory or voluntary under the terms of the Plan; or (ii) an individual Member has selected a Primary Care Provider. Examples of Gated Commercial Health Products include, but are not limited to: HMO, QPOS, Elect Choice, Managed Choice

POS, Aetna Choice POS II, Aetna Select, Open Access Student MC. In some circumstances, certain Commercial Health Products (e.g., FEHB plans) may be available on both a "Gatekeeper" and "Non-Gatekeeper" basis.

"Non-Gatekeeper products" – For purposes of this Service and Rate Schedule, Non-Gatekeeper products refer to Commercial Health Products offered, administered and/or serviced by Company which do not allow for the designation and/or use of a Primary Care Provider in the administration of the product. Examples of Non-Gated Commercial Health Products include, but are not limited to: PPO, Passport to Healthcare® and National Advantage. In some circumstances, certain Commercial Health Products (e.g., FEHB plans) may be available on both a "Gatekeeper" and "Non-Gatekeeper" basis.

"Service Groupings" – A grouping of codes (e.g., HCPCS, CPT4, (ICD-10 or successor standard)) that are considered similar services and are contracted at one rate under the Services and Rate Schedule.

General

a) Rates are inclusive of any applicable Member Copayment, Coinsurance, Deductible and any applicable tax including but not limited to sales tax. For procedures and/or services not specifically listed above, Provider agrees to accept then current AMFS as payment in full.

b) CPT-4 codes included in the Professional Component of this Agreement apply to the services rendered and are not limited to the specialty of the performing provider.

c) Unless prohibited by applicable law, Company may, at its sole discretion, upon thirty (30) days prior written notice to Provider reduce the rates for Covered Services by ten percent (10%) for a three (3) month period should Provider fail to provide timely notice of change in Provider information to Company as required and set forth in the Agreement, e.g., changes in notice address, location, staff and demographics.

d) The parties acknowledge that payments (including, but not limited to, those based on a percentage of Medicare) will not reflect CMS Quality Payment Program adjustment factors or incentive payments (e.g., MIPS, APM).

Billing

e) Provider must designate the codes set forth in this Rate Schedule when billing.

f) The Parties acknowledge and agree that payments under the Medicare program to providers, suppliers, and Medicare Advantage organizations may be adjusted as the result of legislation, regulation, executive order or other federal mandate ("Medicare Payment Adjustment"). Furthermore, any such Medicare Payment Adjustment could result in an increase or decrease in Medicare payments. In accordance with the terms of this Agreement, the Parties agree that, in the event of a Medicare Payment Adjustment, Company's payment to Provider will be adjusted in accordance with the Medicare Payment Adjustment. Company shall adjust payments under this Agreement for Covered Services rendered by Provider on and after the effective date of the Medicare Payment Adjustment, and shall continue to adjustment payments to Provider for until the earlier of (i) the Medicare Payment Adjustment is discontinued or (ii) is replaced by a subsequent Medicare Payment Adjustment.

Coding

g) Company utilizes nationally recognized coding structures including, but not limited to, Revenue Codes as described by the Uniform Billing Code, AMA Current Procedural Terminology (CPT4), CMS Common Procedure Coding System (HCPCS), Diagnosis Related Groups (DRG), ICD-9 (ICD-10 or successor standard) Diagnosis and Procedure codes, National Drug Codes (NDC) and the American Society of Anesthesiologists (ASA) relative values for the basic coding, and description for the services provided. As changes are made to nationally recognized codes, Company will update internal systems to accommodate

new and/or changes to existing codes. Such updates may include assignment and/or reassignment to Service Groupings for new and/or existing codes. Such changes will only be made when there is no material change in the procedure itself. Until updates are complete, the procedure will be paid according to the standards and coding set for the prior period. Unless otherwise specified, the reimbursement for new, replacement, reassigned, or modified code(s) will be paid on the same basis or at a comparable rate as set forth within this Schedule.

Company will comply and utilize nationally recognized coding structures as directed under applicable Federal laws and regulations, including, without limitation, the Health Insurance Portability and Accountability Act (HIPAA).

PROVIDER
MEDICAL RENTAL PRODUCTS SERVICE AND RATE SCHEDULE

I. RATE:

For Covered Services rendered to a Member, Provider will accept the lesser of (i) the rate listed in the grid below or (ii) 60% of Eligible Billed Charges.

For Medical Rental Products:

Service	Billing Codes	Rates
All Services	**All**	100% of Aetna Market Fee Schedule

II. SERVICES:

Physicians/providers will provide services that are within the scope of and appropriate to their license and certification to practice.

III. TERMS AND CONDITIONS:

Definitions

"Aetna Market Fee Schedule" (AMFS) – A fee schedule that is based upon the contracted location where services are performed. Company may periodically update this fee schedule.

"**Eligible Billed Charges"** the amount billed by Provider for a Covered Service, less charges due to the application of billing, coding, reimbursement criteria, standards, or guidelines in accordance with applicable Policies of Company, Customer or Payer.

"Service Groupings" A grouping of codes (e.g., HCPCS, CPT4, (ICD-10 or successor standard)) that are considered similar services and are contracted at one rate under the Medical Rental Products Service and Rate Schedule.

General

General

a) For procedures and/or services not specifically listed above, Provider agrees to accept the then current Aetna Market Fee Schedule. Rates are inclusive of any applicable Patient Copayment, Coinsurance, Deductible and any applicable tax, including but not limited to sales tax.

b) Unless required by Applicable Law, reimbursement for mid-level practitioners and other qualified healthcare professionals may differ, depending on licensure, including applicable behavioral healthcare providers. Such reimbursement will be based on our then current reimbursement policies, as updated from time to time, at Company's discretion.

c) For claims submitted with modifiers pricing will be according to Company's, Customer's and/or Payer's Rules and Regulations.

Billing and Coding

d) Provider must designate the codes set forth in this Medical Rental Products Service and Rate Schedule when billing.

e) Company utilizes nationally recognized coding structures including, but not limited to, Revenue Codes as described by the Uniform Billing Code, AMA Current Procedural Terminology (CPT4), CMS Common Procedure Coding System (HCPCS), Diagnosis Related Groups (DRG), ICD-9 (ICD-10 or successor standard) Diagnosis and Procedure codes, National Drug Codes (NDC) and the American Society of Anesthesiologists (ASA) relative values for the basic coding, and description for the services provided. As changes are made to nationally recognized codes, Company will update internal systems to accommodate new and/or changes to existing codes. Such updates may include assignment and/or reassignment to Service Groupings for new and/or existing codes. Such changes will only be made when there is no material change in the procedure itself. Until updates are complete, the procedure will be priced according to the standards and coding set for the prior period. Unless otherwise specified, the reimbursement for new, replacement, reassigned, or modified code(s) will be priced on the same basis or at a comparable rate as set forth within this Schedule.

   Company will comply and utilize nationally recognized coding structures as directed under applicable Federal laws and regulations, including, without limitation, the Health Insurance Portability and Accountability Act (HIPAA).

f) Multiple Procedure Processing: The primary surgical procedure will be identified as the highest applicable category. The primary procedure will be considered at 100.00% of the contract Rate. The secondary procedure will be considered at 50% of the contract Rate. Subsequent procedures will be considered at 50% of the contract Rate.

Notwithstanding anything to the contrary in this Medical Rental Products Service and Rate Schedule, the terms of this Medical Rental Products Service and Rate Schedule have been subject to negotiation and in no case shall compensation for any Covered Service exceed the Eligible Billed Charge.

Service and Pay to (Remittance) Location Form

Listed below is each participating provider* with the corresponding physical service location, pay to (remittance) address and telephone numbers. *Upon written notice from Provider, Company may agree to add new or relocating facilities, locations or providers to existing Agreement upon completion of applicable credentialing and satisfaction of all other requirements of Company. **Other demographic information may be revised upon written notice from Provider.**

- **You must complete this form for at least one location (below) as there are mandatory fields to complete.**
- **Enter "N/A" for any field that is not applicable to your specialty.**

Provider Name:

Service Location Name			**Electronic Pay to (Remittance) Name**
		As it appears on the submission.	
Street		Street	
Suite #		Suite #	
City		City	
State, Zip		State, Zip	
Phone #		Phone #	
Fax #		Fax #	
Email Address		Email Address	
Tax ID #		NPI:	NPI Type:
Directory Inclusion:	Select...	Handicap Accessible:	Select...

Individual/Group License information below:				
License#:	License State:	License Type:	License Status:	Expiration Date:

Hospital affiliation Name:
Hospital affiliation Address:

Hospital affiliation Name:
Hospital affiliation Address:

Hospital affiliation Name:
Hospital affiliation Address:

	Practitioner(s) Morning Hours		**Practitioner(s) Afternoon Hours**		**Practitioner(s) Evening Hours**	
Day	Start AM/PM	Stop AM/PM	Start AM/PM	Stop AM/PM	Start AM/PM	Stop AM/PM
Mon						
Tues						
Wed						
Thurs						
Fri						
Sat						
Sun						

Document Languages spoken by – This information will be listed in our provider directories.	
Provider(s):	
Other Medical Professionals:	
Qualified Interpreter:	
American Sign Language:	Select...

Company Use Only: **PIN #** **PVN #** **PBG#**

Service and Pay to (Remittance) Location Form

If you have multiple locations, you can attach an Excel ONLY formatted document with your additional locations.

Include ALL of the information required for each location. Use attachment field ONLY if you have more than two locations.

This attachment field should be used for additional locations: Attachment:

Provider Name:

Service Location Name			**Electronic Pay to (Remittance) Name**
		As it appears on the submission.	
Street		Street	
Suite #		Suite #	
City		City	
State, Zip		State, Zip	
Phone #		Phone #	
Fax #		Fax #	
Email Address		Email Address	
Tax ID #		NPI:	NPI Type
Directory Inclusion:	Select...	Handicap Accessible:	Select...

Individual/Group License information below:				
License#:	License State:	License Type:	License Status:	Expiration Date:
Hospital affiliation Name: Hospital affiliation Address:				
Hospital affiliation Name: Hospital affiliation Address:				
Hospital affiliation Name: Hospital affiliation Address:				

	Practitioner(s) Morning Hours		**Practitioner(s) Afternoon Hours**		**Practitioner(s) Evening Hours**	
Day	Start AM/PM	Stop AM/PM	Start AM/PM	Stop AM/PM	Start AM/PM	Stop AM/PM
Mon						
Tues						
Wed						
Thurs						
Fri						
Sat						
Sun						

Document Languages spoken by – This information will be listed in our provider directories.	
Provider(s):	
Other Medical Professionals:	
Qualified Interpreter:	
American Sign Language:	Select...

Company Use Only: **PIN #** **PVN #** **PBG#**

PRACTICING PROVIDER INFORMATION: *(Please indicate all Healthcare Providers that see patients/file claims under the Federal Tax Identification Number.)*

Provider Name (First, MI and Last Name, Degree) Individual NPI	**Provider Specialty**	**Provider Date of Birth (MM/DD/YYYY)**	**Gender**	**Board Certified**
			☐ M ☐ F	☐ Y ☐ N
			☐ M ☐ F	☐ Y ☐ N
			☐ M ☐ F	☐ Y ☐ N
			☐ M ☐ F	☐ Y ☐ N
			☐ M ☐ F	☐ Y ☐ N
			☐ M ☐ F	☐ Y ☐ N
			☐ M ☐ F	☐ Y ☐ N
			☐ M ☐ F	☐ Y ☐ N
			☐ M ☐ F	☐ Y ☐ N
			☐ M ☐ F	☐ Y ☐ N
			☐ M ☐ F	☐ Y ☐ N
			☐ M ☐ F	☐ Y ☐ N
			☐ M ☐ F	☐ Y ☐ N
			☐ M ☐ F	☐ Y ☐ N
			☐ M ☐ F	☐ Y ☐ N

RESOLUTION NO. R122723E

A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY APPROVING PROVIDER AGREEMENTS WITH ANTHEM AND AETNA

WHEREAS, in 2020, the City of Fishers created a Health Department ("Health Department") to protect and promote the health and wellbeing of Fishers residents;

WHEREAS, Anthem Blue Cross and Blue Shield ("Anthem") is an insurance company that provides health benefit plans for cover participants;

WHERAS, Aetna ("Aetna") is an insurance company that provides health benefit plans for cover participants;

WHEREAS, The Health Department is completing the credential process to allow the City to accept health information and payments from Anthem and Aetna;

WHEREAS, the City now desires to enter into an Agreement with Anthem ("Anthem Agreement") all as more particularly described in Exhibit A, which is attached hereto and incorporated herein; and

WHEREAS, the City now desires to enter into an Agreement with Aetna ("Aetna Agreement") all as more particularly described in Exhibit B, which is attached hereto and incorporated herein.

NOW, THEREFORE, BE IT RESOLVED by the City of Fishers Board of Public Works & Safety meeting in a duly noticed and regularly scheduled meeting as follows:

Section 1. The Board hereby approves the Anthem Agreement, as more particularly described in Exhibit A, which is attached hereto and incorporated herein.

Section 2. The Board hereby approves the Aetna Agreement, as more particularly described in Exhibit B, which is attached hereto and incorporated herein.

Section 3. The Board hereby further authorizes the Mayor or the Director of the Health Department to execute the Agreement and any and all documents necessary to effectuate its intent.

Section 4. This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

SO RESOLVED, by the City of Fishers Board of Public Works & Safety meeting this 27th day of December, 2023.

BOARD OF PUBLIC WORKS & SAFETY,
CITY OF FISHERS
HAMILTON COUNTY, INDIANA

YAY		NAY	ABSTAIN
	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, Member		

ATTEST: _____DATE: _____
Kari Adriano, Board Clerk

This instrument prepared by: Lindsey M. Bennett, City Attorney, City of Fishers, Hamilton County, Indiana, One Municipal Drive, Fishers, Indiana, 46038

""I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." /s/ Lindsey M. Bennett