

9. NEW BUSINESS

A. PRESENTATION OF COUNTY FORM 144; STATEMENT OF SALARIES & WAGES PROPOSED FOR CALENDAR YEAR 2025 **25**

Presenter: Brianne Gregory

County Form #144 is required to be filed by each Department Head/Elected Official, Board of Commissioners, whose officers, or employees are paid by county funds. This form must be filed with the County Auditor no later than July 2 each year. In turn, the County Auditor must present the County Form #144 to the Board of Commissioners at the July meeting of the board. The Board of Commissioners shall review the statements and make their recommendations, for the consideration of the County Council, prior to August 20.

B. AMENDMENT TO SCHOOL LIAISON MASTER SERVICE AGREEMENT **26**

Fund Name: School Grant

Fund Number: 8111

Amount: \$ 35,000

Presenter: Lori Kelley

The Health Department is requesting approval for an amendment to the Master Service Agreement with IU Health Bloomington for School Liaison services. The amendment is to extend the service agreement for a time period of July 1, 2024 to December 31, 2024 in the amount of \$35,000.00. School child health services are required core public health services for counties who opt-in to Health First Indiana.

Student health/school liaison services required under Health First Indiana include vision, hearing, and oral health screenings and linkage to care, mental health referral services, supplemental nutrition programming at school, tobacco and vaping cessation education, evidence-based anti-bullying programs and groups to support student mental health, health education on trauma and injury prevention, nutrition, physical activity, bicycle/bike helmet safety, safe sleep, car seat safety, water safety, first aid, Stop the Bleed, CPR, overdose/Naloxone, AED equipment, emergency medication supplies, school immunizations, and hygiene kits.

C. DATA SHARING AGREEMENT **28**

Presenter: Lori Kelley

The Indiana Department of Health has expanded its syringe testing services to local health departments operating Syringe Service Programs. Testing services are being provided at no cost to local health departments.

This request is for approval of a data sharing agreement that outlines Monroe County Health Department will be provided with results of substances found within the syringes submitted to the Indiana Department of Health laboratory for testing. Monroe County Health Department will be obligated to share this information, upon request, with the Indiana Recovery Alliance as a contracted entity for Syringe Service Programming. The county legal department and technical services department have been involved in review of the agreement.

D. HEALTH FIRST INDIANA PARTNERSHIP SERVICE AGREEMENT **38**

Fund Name: Local Public Health Services

Fund Number: 1161

Amount: \$3,520

Presenter: Lori Kelley

The City of Bloomington Parks and Recreation is proposing a Health First Indiana Partnership with the Monroe County Health Department to address mortality rates due to drowning. The Health Department identified drowning as the 3rd leading cause of injury resulting in accidental death in 2023. This service agreement will provide life-saving swim instruction for 70 at risk adolescents in Monroe County.

At the conclusion of the program, all participants will be able to pass level two of the American Red Cross Swim course by having learned fundamentals of aquatic skills. Fundamental skills include blowing bubbles in the water for at least five seconds, exiting the pool without assistance from a ladder, stepping or jumping into the water over head height, and floating on back for at least five seconds.

- E. RADIO ADVERTISING SERVICE AGREEMENT 48**
Fund Name: Local Public Health Services
Fund Number: 1161
Amount: \$2,490
Presenter: Lori Kelley

The Health Department is requesting approval of a 6-month advertising agreement of 25 ads per week for a total cost of \$2,490.00 to help promote health education for required core public health areas. Key areas of focus include a back-to-school vaccination campaign, lead risk education, tobacco and vaping education and cessation referrals, and overdose education and referral services for Naloxone training.

- F. RESOLUTION 2024-22; MONROE COUNTY CODE UPDATE 52**
Presenter: Jeff Cockerill and/or David Schilling

This is to codify additions and amendments to the various chapters of Monroe County Code that have been passed in the previous months.

- G. PROACTIVE MD CONTRACT FOR CLINIC SERVICES 53**
Fund Name: Self Insurance
Fund Number: 4700
Amount: \$55,300 per month
Presenter: Elizabeth Sensenstein

Statement of Work and Exhibits plus the Primary Care Services Agreement for clinic services with ProActive MD.

- H. KING CONTRACTING, LLC AGREEMENT FOR TUCK POINTING AT THE MONROE COUNTY CONVENTION CENTER 100**
Fund Name: ARPA
Fund Number: 8950
Amount: \$15,859
Presenter: Richard Crider

This request is to accept the proposal submitted by King Contracting, LLC in the amount of \$15,859.00 to provide brick tuck point repair as needed.

- I. INDIANA WINDOW COVERINGS MOTORIZED SHADE INSTALLATION AT THE MONROE COUNTY CONVENTION CENTER 104**
Fund Name: ARPA
Fund Number: 8950

Amount: \$9,800
Presenter: Richard Crider

This request is to accept the proposal submitted by Indiana Window Coverings in the amount of \$9,800.00 to provide and install 8 motorized window shade units in the Hanson-Zebendon room at the Monroe County Convention Center.

- J. FORCE TECHNOLOGY SOLUTIONS, LLC. AMPLIFIER REPLACEMENT AT THE MONROE COUNTY CONVENTION CENTER** **108**
Fund Name: ARPA
Fund Number: 8950
Amount: \$4,164.94
Presenter: Richard Crider

This request is to accept the proposal submitted by Force Technology Solutions LLC in the amount of \$4,164.94 to replace the two existing EV AP 2600 amplifiers that have failed with a Powersoft 2404 DSP+D amplifier in the Great Room at the Monroe County Convention Center. The new amplifier will be used in a role after the expansion.

- K. RIVERWAY PLUMBING AGREEMENT FOR YOUTH SERVICES BUREAU** **117**
Fund Name: 2018 GO Bond
Fund Number: 4611
Amount: \$450
Presenter: Richard Crider

This request is to approve the proposal submitted by Riverway Plumbing in the amount of \$450.00 to cap and reroute an existing plumbing line to the grease trap to reduce fats, oils, and solids into the waste line.

- L. RIVERWAY PLUMBING & MECHANICAL AGREEMENT FOR INSTALLATION OF WATER FOUNTAIN BOTTLE FILLER AT JUSTICE BUILDING** **121**
Fund Name: GO Bond 2022
Fund Number: 4815
Amount: \$7,360
Presenter: Richard Crider

This request is to approve the proposal submitted by Riverway Plumbing & Mechanical in the amount of \$7,360.00 to furnish and install water fountain/bottle fillers and related hardware in the public areas on the second and third floors of the Charlotte Zietlow Justice Center.

9. APPOINTMENTS

10. ANNOUNCEMENTS

11. ADJOURNMENT

**PROCLAMATION
IN RECOGNITION OF
LAKES APPRECIATION MONTH AND MONROE LAKE’S 60TH ANNIVERSARY**

WHEREAS: Lakes Appreciation Month serves as a reminder of the importance of protecting our valuable water resources; and

WHEREAS: Our lakes provide drinking water, recreation, scenic beauty, and habitat for wildlife in Monroe County; and

WHEREAS: These beneficial uses have been of vital importance to Monroe County’s history, growth, and economic health; and

WHEREAS: Our water resources improve the quality of life for all Monroe County residents and their importance should not go unnoticed; and

WHEREAS: The year 2024 marks the 60th anniversary of the construction of Lake Monroe, which is a flood control reservoir serving as the primary source of drinking water for many residents in Monroe County, and which is of vital importance to Monroe County’s local economy and tourism industry; and

WHEREAS: The Monroe County Board of Commissioners recognizes the need to protect our water resources, including Lake Monroe, for future generations;

NOW, THEREFORE: We, The Monroe County Board of Commissioners, do hereby proclaim July 2024 as Lakes Appreciation Month and invite all citizens to take due note of the observance.

PROCLAIMED THIS THIRD DAY OF JULY, TWO THOUSAND AND TWENTY-FOUR

THE MONROE COUNTY BOARD OF COMMISSIONERS

JULIE L. THOMAS

PENNY GITHENS

LEE JONES



MONROE COUNTY COMMISSIONERS

Julie Thomas, President
Penny Githens, Vice President
Lee Jones

Monroe County Courthouse, Room 323
100 W Kirkwood Avenue
Bloomington, Indiana 47404
Office: 812-349-2550

COMMISSIONERS' HYBRID MEETING SUMMARY MINUTES

Wednesday, June 26, 2024, at 10:00 am was rescheduled until

Friday, June 28th, at 10:00 am

Nat U. Hill Meeting Room and Teams Connection

https://teams.microsoft.com/join/19%3ameeting_NTMSY2U2YTYtZmExMCO0MGJkl_TkzZjltZTU2OGVkn2YIZGQw%40thread.v2/0?context=%7b%22id%22%3a%2249a60700-4c0c-4ece-b904-fb92c600e553%22%2c%22oid%22%3a%22db83725f-c48f-476f-8894-d4bb087d29f8%22%7d

Meeting ID: 230 025 251 609 Password: 2TWvKZ Dial by your location: 1 872 242 9432, 694151466# US (Chicago)

Members

Julie Thomas, President, Present, Virtual
Penny Githens, Vice President, Present, In Person
Lee Jones, Present, In Person

Staff

Angie Purdie, Commissioners' Administrator, Present, In Person
Jeff Cockerill, Legal Counsel, Present, In Person

1. CALL TO ORDER BY COMMISSIONER GITHENS (06.26.2024)

Commissioner Githens called to reschedule today's meeting until Friday, June 28th, at 10:00am

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CALL TO ORDER BY COMMISSIONER GITHENS (06.28.2024) 10:06 am

2. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER JONES 10:06 am

3. DEPARTMENT UPDATES 10:08 am

Health – Michael Kuzemka
Emergency Management – Justin Baker
Building – Bobby LaRue
Highway – Lisa Ridge
Commissioners – Julie Thomas

4. PUBLIC COMMENT- For items NOT on the agenda (limited to 3 minutes per speaker) 10:32 am

Chris Emge - Bloomington Chamber of Commerce

5. APPROVAL OF MINUTES
June 5, 2024

10:37 am

Jones made a motion to approve. Thomas seconded.
Githens called for a roll call vote.
Cockerill called roll.
Thomas – yes
Githens – yes
Jones – yes
Motion carried 3-0.

6. APPROVAL OF CLAIMS DOCKET
Accounts Payable – June 26, 2024
Payroll – June 14, 2024 and June 28, 2024

10:38 am

Jones made a motion to approve. Thomas seconded.
No public comments.
Githens called for a roll call vote.
Cockerill called roll.
Thomas – yes
Githens – yes
Jones – yes
Motion carried 3-0.

7. REPORTS
Clerk of the Circuit Court – May 2024
Treasurer – May 2024

10:41 am

8. NEW BUSINESS

- A. STRAUER CONSTRUCTION CO., INC. FOR EXTERIOR MAINTENANCE AT JOHNSON HARDWARE BUILDING** 10:42 am
Fund Name: 2022 GO Bond
Fund Number: 4815
Amount: \$ 30,000
Presenter: Richard Crider

This request is to approve the proposal submitted by Strauser Construction Co., Inc. in an amount not to exceed \$30,000 to supply labor, material, and equipment for maintenance on the exterior set of wooden stairs at the Johnson Hardware Building.

Jones made a motion to approve. Thomas seconded.
No public comments.
Githens called for a roll call vote.
Cockerill called roll.
Thomas – yes
Githens – yes

Jones – yes
Motion carried 3-0.

- B. NATURE’S WAY, INC. SERVICE AGREEMENT FOR YOUTH SERVICES BUREAU** 10:45 am
Fund Name(s): LIT- Special Purpose and County General
Fund Number(s): 1114 and 1000
Amount: \$6,035
Presenter: Richard Crider

This request is to approve the proposal from Nature's Way, inc., in the amount of \$6,035.00 for landscape services at the Youth Services Bureau of Monroe County. The scope of work includes General bed weed control, pruning shrubs and trees, redefining plant beds, and 28 cubic yards of mulch.

Jones made a motion to approve. Thomas seconded.
No public comments.
Githens called for a roll call vote.
Cockerill called roll.
Thomas – yes
Githens – yes
Jones – yes
Motion carried 3-0.

- C. HARRELL FISH, INC. SERVICE AGREEMENT FOR KITCHEN STEAMER DRAIN AT THE JAIL** 10:47 am
Fund Name: GO Bond 2022
Fund Number: 4815
Amount: \$ 1,590
Presenter: Richard Crider

This request is to approve the proposal submitted by HFI in the amount of \$1,590.00 to furnish and install a drain water tempering system for the new steamer in the jail kitchen. This device will cool the water exiting the equipment and prevent damage to the drain lines below.

Jones made a motion to approve. Thomas seconded.
No public comments.
Githens called for a roll call vote.
Cockerill called roll.
Thomas – yes
Githens – yes
Jones – yes
Motion carried 3-0.

- D. MICHAEL CHAMBLEE ARCHITECTURAL DESIGN SERVICES FOR HEALTH BUILDING** 10:49 am
Fund Name: GO Bond 2021
Fund Number: 4814
Amount: Not to exceed \$12,000
Presenter: Richard Crider

This request is to accept the proposal submitted by Michael Chamblee in an amount not to exceed \$12,000.00 to provide a feasibility study for the Monroe County Health Building including the loading dock area, clinic entrances, storage space, signage, area access, code, and historical requirements.

Jones made a motion to approve. Thomas seconded.
Thomas made a motion to table this item until a later date.
Githens called for a roll call vote to table.
Cockerill called roll.
Thomas – yes
Githens – yes
Jones – yes
Motion to table carried 3-0.

- E. ALEXANDER ELECTRIC INC. 3 PHASE TRANSFORMER REPLACEMENT AT HIGHWAY GARAGE** 10:51 am
Fund Name: Cumulative Capital
Fund Number: 1138
Amount: \$5,466
Presenter: Richard Crider

This request is to accept the proposal submitted by Alexander Electric, Inc. in the amount of \$5,466.00 to replace the existing 3phase transformer that feeds the emergency breaker panel in the main garage at the Highway Department.

The scope of work includes Removal and disposal of existing transformer, Furnish, and install new 3phase transformer with related hardware, Modify transformer shelf to create clearance for air circulation around new transformer, and Temporarily powering IT room for duration of project.

Jones made a motion to approve. Thomas seconded.
No public comments.
Githens called for a roll call vote.
Cockerill called roll.
Thomas – yes
Githens – yes
Jones – yes
Motion carried 3-0.

- F. SMITH DESIGN GROUP PROFESSIONAL ENGINEERING SERVICES FOR NORTH SHOWERS PARKING LOT** 10:53 am
Fund Name: GO Bond 2022
Fund Number: 4815
Amount: Not to exceed \$9,360
Presenter: Richard Crider

This request is to accept the proposal submitted by Smith Design Group in an amount not to exceed \$9,360.00 to provide professional design services for the North Showers parking lot including controlled access for Monroe County employees, carports with solar panels, electric vehicle charging stations, parking lot, sidewalk, and landscape improvements.

Jones made a motion to approve. Thomas seconded.
No public comments.

Githens called for a roll call vote.
Cockerill called roll.
Thomas – yes
Githens – yes
Jones – yes
Motion carried 3-0.

G. RESOLUTION 2024-25; SURPLUS PROPERTY

10:56 am

Presenter: Richard Crider

This request is to accept the declaration of the following items for surplus:

Monroe County Highway Department

Truck 049 - 2003 Kenworth T300

Truck 063 - 2003 Kenworth T300

Truck 067 - 2003 Kenworth T300

These trucks have been replaced with new and will be sold at auction on Govdeals.com

Monroe County Health Department - Two medical refrigerators that have been replaced with new. They are to be recycled at the Monroe County Solid Waste District.

Monroe County Commissioners Office - 2 broken sets of shelves, 2 outdoor benches in disrepair, and 40 Legal size hanging file folders. These items will be discarded as trash.

Jones made a motion to approve. Thomas seconded.

No public comments.

Githens called for a roll call vote.

Cockerill called roll.

Thomas – yes

Githens – yes

Jones – yes

Motion carried 3-0.

H. ELITE ELECTRIC

10:58 am

Fund Name: Cumulative Capital

Fund Number: 1138

Amount: \$12,500

Presenter: Richard Crider

To improve visibility and security throughout the facility, Jail command has requested that nineteen additional cameras be added to the current system. Each camera will require a Cat6 Ethernet cable in order to communicate with the system. It is necessary for each run to be encased in rigid conduit to prevent accidental damage or vandalism.

Jail Command has also requested two additional intercom boxes be installed in the facility for inmate and Attorney security. These intercoms will require wiring pulls to be encased in rigid conduit as well.

Jones made a motion to approve. Thomas seconded.

No public comments.

Githens called for a roll call vote.

Cockerill called roll.

Thomas – yes
Githens – yes
Jones – yes
Motion carried 3-0.

I. PARKS AND RECREATION AND MONROE COUNTY FAIR BOARD MOU

11:00 am

Presenter: John Robertson

The MC Parks & Recreation Board approved the MOU on 05-15-24. The MOU is to foster collaboration between MCPR and the Fair Board pertaining to the use of park implements in exchange for fairground advertising. The parties hope that this collaboration will lead to additional collaboration between neighbors (Karst Farm Park & Fairgrounds).

Jones made a motion to approve. Thomas seconded.
No public comments.
Githens called for a roll call vote.
Cockerill called roll.
Thomas – yes
Githens – yes
Jones – yes
Motion carried 3-0.

J. OD SECURITY NORTH AMERICA EXTENDED WARRANTY RENEWAL

11:03 am

Fund Name: Misdemeanant

Fund Number: 1175

Amount: \$9,750

Presenter: Angie Purdie on behalf of Matt Demmings

The extended warranty covers the period of July 1, 2024 – June 30, 2025 for the Soter RS Body Scanner at the Correctional Center. The body scanner is utilized to detect contraband prior to admittance into the secure processing portion of the facility. The warranty applies to replacement of warranty parts.

Jones made a motion to approve. Thomas seconded.
No public comments.
Githens called for a roll call vote.
Cockerill called roll.
Thomas – yes
Githens – yes
Jones – yes
Motion carried 3-0.

K. MOU WITH ELLETTSVILLE TOWN COUNCIL REGARDING HIGH TECH CRIME UNIT

11:05 am

Presenter: Jeff Kehr

This is a request for Commissioner approval of a Memorandum of Understanding between the Monroe County Prosecutor's Office and the Ellettsville Town Council. This MOU addresses the transfer of operations of the High Tech Crime Unit to the Ellettsville Police Department effective July 1, 2024.

Jones made a motion to approve. Thomas seconded.
No public comments.

Githens called for a roll call vote.
Cockerill called roll.
Thomas – yes
Githens – yes
Jones – yes
Motion carried 3-0.

L. RATIFICATION OF 2024-2025 JUVENILE DETENTION ALTERNATIVES INITIATIVE (JDAI) GRANT CONTRACT 11:08 am

Fund Name(s): JDAI Coordination, JDAI Programming, and JDAI Data Analysis and Research
Fund Number(s): 9122, 9123, and 9175
Amount: \$75,000
Presenter: Christine McAfee

The Monroe Circuit Court received grant funding to implement the Juvenile Detention Alternatives Initiative (JDAI) in Monroe County for the 2024-2025 grant year. This request is to ratify grant contract #84209.

(JDAI Coordination = \$15,000, JDAI Programming = \$50,000, JDAI Data Analysis & Research=\$10,000)

The Annie E. Casey Foundation’s Juvenile Detention Alternatives Initiative is a bipartisan movement for juvenile justice reinvestment. The initiative involves the reallocation of government resources away from mass incarceration and toward investment in youth, families, and communities. For over 20 years, the Annie E. Casey Foundation’s Juvenile Detention Alternatives Initiative (JDAI) has proven that the juvenile justice system’s dual goals of promoting positive youth development and enhancing public safety are not in conflict and can be greatly strengthened by eliminating unnecessary or inappropriate confinement.

As a JDAI site, the Monroe Circuit Court continues to pursue JDAI's eight core strategies to accomplish this objective. This appropriation request is to support the coordination and implementation of creating alternatives to securely detaining youth using 100% grant funding from the Indiana Department of Correction.

Funding for Coordination incorporates support for our JDAI committees including training, meals, supplies, software licenses, and data analysis.

EMPACT Solutions (provides data visualization services), Family Solutions (provides Parent Project), Centerstone (provides Teen Intervene program for youth), Youth Services Bureau (provides Truancy Termination program), The Warehouse (provides Youth Mentor programming), and People and Animals Learning Services (provides Equine Assisted Intervention).

Jones made a motion to approve. Thomas seconded.
No public comments.
Githens called for a roll call vote.
Cockerill called roll.
Thomas – yes
Githens – yes
Jones – yes
Motion carried 3-0.

M. CENTERSTONE MOU
Fund Name: JDAI Programming
Fund Number: 9123
Amount: \$1,000
Presenter: Christine McAfee

11:11 am

The Monroe Circuit Court Probation Department (“Probation”) recognizes the need to provide youth of our community a no-cost, early intervention substance-use intervention program.

With this Memorandum of Understanding, Centerstone will provide Teen Intervene, a brief intervention for young people who have experienced mild to moderate problems associated with alcohol or drug use.

Teen Intervene is designed to assist young people with identifying reasons they have used substances in the past, examine the effects of substance use on their lives, and learn to make healthier choices in the future. Centerstone will provide up to six (6) Teen Intervene sessions per referred youth up to a combined total of 180 sessions for all youth.

Jones made a motion to approve. Thomas seconded.

No public comments.

Githens called for a roll call vote.

Cockerill called roll.

Thomas – vote was not heard due to technical issues

Githens – yes

Jones – yes

Motion carried 2-0.

N. EMPACT SOLUTIONS MOU
Fund Name: JDAI Data Analysis and Research
Fund Number: 9175
Amount: \$6,000
Presenter: Christine McAfee

11:15 am

The Monroe Circuit Court Probation Department (“Probation”) recognizes the need for meaningful, accurate, and timely data analysis to support decision making. Since 2018, Probation has partners with EMPACT Solutions for training, data quality support, and data visualization development. This partnership has yielded extraordinary results through the creation of powerful data visualizations which are shared with local stakeholders, workgroups, and committees.

With this Memorandum of Understanding, EMPACT Solutions will continue to provide technical support to Probation. EMPACT Solutions will help maintain Tableau dashboards developed by Probation, support further development, assist in updating dashboards with new data, fixing any issues that arise with the functionality of the dashboard, and adding enhancements, as needed.

Jones made a motion to approve. Githens seconded.

No public comments.

Githens called for a roll call vote.

Cockerill called roll.

Thomas – yes

Githens – yes

Jones – yes

Motion carried 3-0.

O. FAMILY SOLUTIONS MOU

11:17 am

Fund Name: JDAI Programming

Fund Number: 9123

Amount: \$10,225

Presenter: Christine McAfee

The Monroe Circuit Court Probation Department (“Probation”) recognizes the need for effective parenting educational services that develop skills for raising adolescents exhibiting difficult behaviors.

With this Memorandum of Understanding, Family Solutions will provide The Parent Project curriculum to youth and families in the community. The Parent Project is a curriculum designed to provide education and support for parents/caregivers of strong-willed children, ages 11-17. The services will be provided at no cost to the families involved. Family Solutions will provide this curriculum in the Fall of 2024 and again in the Spring of 2025.

Jones made a motion to approve. Thomas seconded.

No public comments.

Githens called for a roll call vote.

Cockerill called roll.

Thomas – yes

Githens – yes

Jones – yes

Motion carried 3-0.

P. PEOPLE AND ANIMALS LEARNING SERVICES (PALS) MOU

11:21 am

Fund Name: JDAI Programming

Fund Number: 9123

Amount: \$9,000

Presenter: Christine McAfee

The Monroe Circuit Court Probation Department (“Probation”) recognizes the need for opportunities to support youth and families in developing new pathways to maintain sobriety, acknowledge and overcome fear, and identify maladaptive thought and behavior patterns through equine-assisted services.

With this Memorandum of Understanding (“MOU”), PALS will provide lessons and classes to youth and families facilitated by Professional Association of Therapeutic Horsemanship (PATH) certified instructors and PATH Equine Specialists in Mental Health and Learning (ESHML) to inspire emotional, cognitive, social, and physical growth through engaging activities with horses.

PALS will provide 3 sessions between July 1, 2024 and June 30, 2025. Each session will include 12 weekly classes for up to 10 participants. Each session will be facilitated by up to two (2) staff members.

Jones made a motion to approve. Githens seconded.

No public comments.

Githens called for a roll call vote.

Cockerill called roll.

Thomas – yes

Githens – yes
Jones – yes
Motion carried 3-0.

Q. THE WAREHOUSE MOU
Fund Name: JDAI Programming
Fund Number: 9123
Amount: \$14,500
Presenter: Christine McAfee

11:25 am

The Monroe Circuit Court Probation Department (“Probation”) recognizes the need to provide youth of our community a no-cost, prosocial, recreational opportunity that provides supervision and mentorship opportunities. This project, developed in partnership with The Warehouse is designed to assist in meeting this community need by partnering with The Warehouse to hire, train, and support mentors who are interested in working with youth and building relationships. With this Memorandum of Understanding (“MOU”), The Warehouse will provide a supervised mentorship program for youth and families in the community. Additionally, the MOU will permit to purchase recreational/sports equipment and supply items that will be used in connection with the mentorship programming.

Jones made a motion to approve. Thomas seconded.
No public comments.
Githens called for a roll call vote.
Cockerill called roll.
Thomas – yes
Githens – yes
Jones – yes
Motion carried 3-0.

R. INDIANA UNIVERSITY MOU
Fund Name: Drug Treatment Court PSC-Even
Fund Number: 9172
Amount: \$13,500
Presenter: Becca Streit

11:27 a

The proposed MOU retains the services of Indiana University to complete program evaluations of the Monroe County Problem Solving Courts which include the Drug Treatment Court, the Mental Health Court, the Veterans Treatment Court, and the Reentry Court. As part of the evaluation, IU will development and administer surveys to both problem solving court participants and practitioners. IU will complete a quantitative analysis of the problem solving courts and provide descriptive statistics for each court. IU researchers will submit a final report to Probation at the conclusion of the grant year (December 31, 2024).

Jones made a motion to approve. Thomas seconded.
No public comments.
Githens called for a roll call vote.
Cockerill called roll.
Thomas – yes
Githens – yes
Jones – yes

Motion carried 3-0.

S. APPROVAL OF PARENTAL AND FAMILY LEAVE POLICY FOR COUNTY EMPLOYEES

11:30 am

Presenter: Molly Turner-King

The Board of Commissioners and County Council has expressed interest in researching the possibility of implementing parental and/or family leave for County employees. This discussion will be an update on what work has been done to research this topic, possible avenues, and proposed actions to take to move forward with this project.

Jones made a motion to approve. Githens seconded.

Public comment:

Bobby LaRue, Building Director

Jackie N. Jelen, Planning Director

Githens called for a roll call vote.

Cockerill called roll.

Thomas – yes

Githens – yes

Jones – yes

Motion carried 3-0.

T. RESOLUTION 2024-21: TO ESTABLISH OPIOID SETTLEMENT APPLICATION REVIEW BOARD

11:41 am

Presenter: Molly Turner-King

From 2012 to 2016 there were fifty-eight (58) counties which had an opioid prescribing rate of greater than 100 percent per 100 residents and like most counties in Indiana, Monroe County and its residents were and continue to be significantly impacted by the opioid epidemic. Due to this impact, Monroe County opted into litigation initiated by the Attorney General's office against opioid manufacturers and distributors. As a result of the litigation, Monroe County shall receive distributions through 2038 in an estimated amount of \$5,000,000.00 of settlement funds secured by the Attorney General's Office as a result of settlements in litigation with opioid manufacturers and distributors.

This resolution would create an Opioid Settlement Application Review Board who will be tasked with reviewing applications from community agencies, county departments, and individuals who are proposing projects/services related to reducing the impact of the opioid epidemic and/or supporting individuals in treatment and/or recovery.

This item was tabled at the June 5th Commissioners Meeting.

Jones made a motion to approve. Thomas seconded.

Public comments:

Peter Iversen, County Council member

Githens called for a roll call vote.

Cockerill called roll.

Thomas – yes

Githens – yes

Jones – yes

Motion carried 3-0.

- U. SUMMIT HILL MOU REGARDING ARPA FUNDED AFFORDABLE HOUSING AND CHILDCARE** 11:49 am
Fund Name: ARPA
Fund Number: 8950
Amount: \$700,000
Presenter: Jeff Cockerill

This agreement is for \$700,000 in support for the Childcare and Housing project. The original agreement was approved at the 06/05/2024 Commissioner Meeting. Minor adjustments have been made to the verbiage and payment structure of the contract per request by Summit Hill.

Jones made a motion to approve. Thomas seconded.
No public comments.
Githens called for a roll call vote.
Cockerill called roll.
Thomas – yes
Githens – yes
Jones – yes
Motion carried 3-0.

- V. SMITH DESIGN GROUP SERVICE AGREEMENT** 11:51 am
Fund Name: ARPA
Fund Number: 8950
Amount: \$11,142
Presenter: Jeff Cockerill

This agreement is to compensate Smith Design for its work on South Old State Rd 37.

Jones made a motion to approve. Thomas seconded.
No public comments.
Githens called for a roll call vote.
Cockerill called roll.
Thomas – yes
Githens – yes
Jones – yes
Motion carried 3-0.

- W. ORDINANCE 2024-27; AMEND SPEED LIMIT ORDINANCE 86-09** 11:53 am
Presenter: Lisa Ridge

Amend Ordinance 86-09 to **delete** the following 35 mph location: Weimer Road
Amend Ordinance 86-09 to **add** the following 30 mph location: Weimer Road

Jones made a motion to approve. Thomas seconded.
No public comments.
Githens called for a roll call vote.
Cockerill called roll.
Thomas – yes
Githens – yes
Jones – yes
Motion carried 3-0.

- X. INDOT AMENDMENT FOR KARST TRAIL EXTENSION FROM LIBERTY DRIVE TO KARST TRAIL** 11:55 am
Fund Name: Liberty Drive to Karst Trail
Fund Number: 8172
Amount: \$2,377,779.20
Presenter: Lisa Ridge

INDOT has increased the funding for the trail project. It was an over site on their personnel to not send an amended contract to update the new funds. The project is under construction and the county has paid their local match for construction.

Jones made a motion to approve. Thomas seconded.

No public comments.

Githens called for a roll call vote.

Cockerill called roll.

Thomas – yes

Githens – yes

Jones – yes

Motion carried 3-0.

- Y. INDOT CHANGE ORDER #2 FOR KARST TRAIL EXTENSION PROJECT** 11:56 am
Fund Name: Liberty Drive to Karst Trail
Fund Number: 8172
Amount: \$87,100
Presenter: Lisa Ridge

The conduit for the lighting along Constitution Avenue had been omitted on the contractor bid documents. Duke requires the conduit for the project. INDOT has added funding to the PO to cover the additional cost at 80%. The local portion will be \$17,420.

Jones made a motion to approve. Thomas seconded.

No public comments.

Githens called for a roll call vote.

Cockerill called roll.

Thomas – yes

Githens – yes

Jones – yes

Motion carried 3-0.

- Z. INDOT AGREEMENT FOR UNOFFICIAL DETOUR ROUTE FOR SR 45 CLOSURE** 11:58 am
Presenter: Lisa Ridge

INDOT will be closing SR 45 after June 17 and be closed for approximately 90 days for a bridge deck overlay. The official detour will utilize I69 and SR 445. There will also be an unofficial detour route on Garrison Chapel Road and Airport Road. INDOT agrees to reimburse Monroe County for costs related to damage repair on the unofficial detour route.

Jones made a motion to approve. Thomas seconded.

No public comments.

Githens called for a roll call vote.

Cockerill called roll.
Thomas – yes
Githens – yes
Jones – yes
Motion carried 3-0.

AA. E&B PAVING, LLC. CHANGE ORDER #1 FOR MARLIN HILLS PROJECT

12:00 pm

Fund Name: ARPA
Fund Number: 8950
Amount: \$40,425
Presenter: Lisa Ridge

Highway Department staff reached out to E&B Paving for the necessary patching work to be completed before the resurfacing. This was not included in the original bid on 3.6.24. The pricing includes all milling, patching and maintenance of traffic.

Jones made a motion to approve. Thomas seconded.
No public comments.
Githens called for a roll call vote.
Cockerill called roll.
Thomas – yes
Githens – yes
Jones – yes
Motion carried 3-0.

BB. TERRACON AGREEMENT FOR CONSTRUCTION INSPECTIONS SERVICES.

12:02 pm

Fund Name: Westside Economic Development Area
Fund Number: 4920
Amount: Not to exceed \$25,327.34
Presenter: Lisa Ridge

This agreement is for construction inspection services for the Sunrise Greetings Court/Vernal Pike extension to Gates Drive. It was recommended by our current construction consultant to bring on this firm for the monitoring of the installation and review of the MSE wall for the project. Terracon was the original Geo Tech firm that was used during the design of the walls.

Jones made a motion to approve. Thomas seconded.
No public comments.
Githens called for a roll call vote.
Cockerill called roll.
Thomas – yes
Githens – yes
Jones – yes
Motion carried 3-0.

CC. ORDINANCE 2024-23; WESTGATE ON THIRD PLANNED UNIT OUTLINE PLAN AMENDMENT 1

12:03 pm

Presenter: Anne Crecelius

This is a request to amend the Westgate on 3rd Mixed Use Planned Unit Development Outline Plan. The PUD is one (1) 37.99 +/- acre parcel, located in Section 2 of Van Buren Township at 4755 W State Road 48, parcel # 53-09-02-100-027.000-015. The three proposed changes are:

1. Defined construction phasing plan that outlines the public improvements, and when each phase is eligible for a

Land Use Certificate and Certificate of Occupancy.

2. Removal of eleven (11) covered parking structures and subsequent conversion of those spaces to uncovered surface parking.

3. Replacement of the community garden with pickleball courts and outdoor fitness equipment.

Exhibit A refers to the Staff Report.

Exhibit B refers to the proposed outplan plan (with amended text).

Jones made a motion to approve. Thomas seconded.

Githens called for comment from petitioner

John Hennesey

Ryan Huffman

Githens called for public comment in favor of petition.

None

Githens called for public comment in opposition to petition.

None

Githens called for a roll call vote.

Cockerill called roll.

Thomas – yes

Githens – yes

Jones – yes

Motion carried 3-0.

DD. BLUESTONE TREE INC. DEBRIS REMOVAL PRICING PROPOSAL

12:35 pm

Fund Name: County General

Fund Number: 1000

Amount: Not to exceed \$50,000

Presenter: Angie Purdie

Bluestone proposal for providing curbside pickup of tree debris throughout Monroe County. Their services will assist in the efficient and effective cleanup of tree debris following the recent storm. This agreement can be terminated at any time by either party. Homeowners are responsible for any raking clean-up of their property. This agreement does not include the Town of Stinesville or The Town of Ellettsville.

Jones made a motion to approve. Thomas seconded.

No public comments.

Githens called for a roll call vote.

Cockerill called roll.

Thomas – yes

Githens – yes

Jones – yes

Motion carried 3-0.

10. APPOINTMENTS

12:39 pm

Moved to the Work Session

11. ANNOUNCEMENTS

All Monroe County Government Offices will be closed in observance of Independence Day, Thursday, July 4, 2024.

Indiana Department of Homeland Security will hold an Applicant Briefing for potential Public Assistance to recover costs associated with storm damage for governmental agencies on Tuesday, July 2, at 9 am, Monroe County Emergency Operations Center, 5850 W. Foster Dr. Bloomington. For more information visit co.monroe.in.us

County residents that would like to report storm damage may call 2-1-1 or IN.211.gov

Free COVID-19 testing available at the Monroe County Health Department, 119 W. 7th Street as well as the Monroe County Public Health Clinic located at 333 E. Miller Drive.

Accepting applications for all boards and commissions. Go to www.co.monroe.in.us for more information or to fill out application.

The Commissioners have virtual office hours via Teams each month for anyone wanting to speak with a commissioner. Please go to the calendar at www.co.monroe.in.us for dates and times.

Monroe County Commissioners’ Blood Drive will be held at [Ivy Tech, Shreve Hall, 200 Daniels Way, Bloomington, IN](#) on the following dates:

- Thursday, July 11, 1 pm – 6 pm**
- Friday, July 12, 10 am – 3 pm**
- Wednesday, August 28, 1 pm – 6pm**
- Thursday, August 29, 10 am – 3 pm**

Residents can sign up for the [Monroe County Alert Notification System](#) for all weather and health related emergencies and updates. To sign up visit www.co.monroe.in.us .

Monroe County Commissioners and Monroe County Council have extended the Assistance Fund for county residents who need assistance in paying rent or utilities. Contact your local Township Trustee for further information.

Rural Housing Repair Program now accepting application from low and moderate income Monroe County homeowners. Contact your local Township Trustee for further information.

TOWNSHIP TRUSTEE	Phone	email
New Trustee		
Bean Blossom- Ronald Hutson	812.935.7174	beanblossomtrustee19@gmail.com
Benton - Michelle Bright	812.339.6593	trustee@bentontownship53@in.gov

Bloomington – Efrat Rosser	812.336.4976	bloomingtontownship@in.gov
Clear Creek - Thelma Jefferies	812.824.7225	thelma@bluemarble.net
Indian Creek - Chris Reynolds	812.824.4981	indiancreektownship@gmail.com
Perry - Dan Combs	812.336.3713	trustee@perrytownship.info
Polk –Scott Smith	812.837.9446	polktownshiptrustee@gmail.com
Richland - Marty Stephens	812.876.2509	rttfrontdesk@bluemarble.net
Salt Creek - Joan Hall	812.837.9140	jcareyhall@gmail.com
Van Buren - Rita Barrow	812.825.4490	rbarrow@vanburentownship.org
Washington – Mary VanDeventer	812.325.1708	mvandeventertrustee@gmail.com

12. ADJOURNMENT

The summary minutes of the June 28, 2024, Board of Commissioners’ meeting were approved on July 3, 2024.

MONROE COUNTY COMMISSIONERS

“Aye”

“Nay”

Julie Thomas, President

Julie Thomas, President

Penny Githens, Vice President

Penny Githens, Vice President

Lee Jones, Member

Lee Jones, Member

ATTEST:

Brianna Gregory, Auditor
Monroe County, Indiana

Date



**MONROE COUNTY BOARD OF COMMISSIONERS'
WORK SESSION SUMMARY**

Wednesday, June 28, 2024

Nat U. Hill Meeting Room - 3rd Floor, Courthouse and Teams Connection

Members

Julie Thomas, President, Present, Virtual
Penny Githens, Vice President, Present, In Person
Lee Jones, Present, In Person

Staff

Angie Purdie, Commissioners' Administrator, Present, In Person
Jeff Cockerill, Legal Counsel, Present, In Person

Commissioners

1. Ratification of the Monroe County Commissioners Declaration
Jones made a motion to approve. Thomas seconded.
Githens called for a roll call vote.
Cockerill called roll.
Thomas – yes
Githens – yes
Jones – yes
Motion carried 3-0.
2. VET Environmental agreement for Radon testing at the Justice Building
Fund Name: County General
Fund Number: 1000
Amount Not to exceed: \$52,383.07
Presenter: Angie Purdie

Jones made a motion to approve. Thomas seconded.
Githens called for a roll call vote.
Cockerill called roll.
Thomas – yes
Githens – yes

Jones – yes
Motion carried 3-0.

Legal

1. VET Environmental agreement amendment for subsurface testing at the proposed new jail site at North Park.
Fund Name: EDIT Ban
Fund Number: 4816
Amount: \$33,014.32
Presenter: Jeff Cockerill

Jones made a motion to approve. Thomas seconded.

Githens called for a roll call vote.

Cockerill called roll.

Thomas – yes

Githens – yes

Jones – yes

Motion carried 3-0.



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

County Form No.144 is required to be filed by each Department Head/Elected Official, Board or Commission, whose officers or employees are paid by county funds. This form must be filed with the County Auditor not later than July 2 each year. In turn, the County Auditor must present the County Form No.144 to the Board of Commissioners at the July meeting of the board. The Board of County Commissioners shall review the statements and make their recommendations, for the consideration of the County Council, prior to August 20.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="N/A"/>	<input type="text" value="N/A"/>	<input type="text" value="N/A"/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text" value="Brienne Gregory"/>	<input type="text" value="6168869456"/>

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal

Work session

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:

**FIRST AMENDMENT TO
MASTER SERVICES AGREEMENT**

This **First Amendment** to the Master Services Agreement (“Amendment”) is entered into on the last date signed by a party below, by and between Monroe County Board of Health (hereinafter “**MCBH**”) and **Indiana University Health Bloomington, Inc.** (hereinafter “**IU Health Bloomington**”). Collectively, MCBH and IU Health Bloomington collectively referred to as the “Parties.”

Recitals

- A. IU Health Bloomington and MCBH entered into a Master Services Agreement, effective July 1, 2023 (the “**Agreement**”).
- B. The Parties desire to amend the Agreement to extend the term through December 31, 2024.

Amendment

NOW, THEREFORE, the Parties agree as follows:

- 1. **Definitions.** Capitalized terms used in this Amendment but not defined in this Amendment will have the meanings assigned to them in the Agreement.
- 2. **Term.** Section 2 of the Agreement, Term, is replaced with the following:

“The initial term of this Agreement shall begin on the Effective Date and continue through December 31, 2024 (“Initial Term”). Compensation shall be paid to IU Health Community Health in the amount of \$35,000 for the period of July 1, 2024 to December 31, 2024. The term of any particular SLA shall coincide with the term of the Agreement. At the end of the Initial Term and any renewal term, this Agreement may renew for successive one (1) year renewal terms (“Renewal Term”) upon mutual agreement and by execution of a written amendment to this Agreement. Collectively, the Initial Term and any Renewal Term(s) shall be referred to herein as the Term of the Agreement.”
- 3. **Effective Amendment.** The parties agree that this Amendment has been duly prepared and executed in accordance with the terms of the Agreement.
- 4. **No Other Modifications.** Except as otherwise set forth in this Amendment, all other provisions of the Agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment, with the terms set forth herein to be given effect as of the dates set forth herein.

Monroe County Board of Health

Indiana University Health Bloomington, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: President – South Central Region

Date: _____

Date: _____



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

The Indiana Department of Health has expanded its syringe testing services to local health departments operating Syringe Service Programs. Testing services are being provided at no cost to local health departments.

This request is for approval of a data sharing agreement that outlines Monroe County Health Department will be provided with results of substances found within the syringes submitted to the Indiana Department of Health laboratory for testing. Monroe County Health Department will be obligated to share this information, upon request, with the Indiana Recovery Alliance as a contracted entity for Syringe Service Programming. The county legal department and technical services department have been involved in review of the agreement.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="N/A"/>	<input type="text"/>	<input type="text"/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text"/>	<input type="text"/>

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:

DATA SHARING AGREEMENT

with a Third-Party Organization

This DATA SHARING AGREEMENT is effective as of the date of approval by the chief privacy officer, as evidenced in Sec. 6, between the Indiana Department of Health (IDOH) and the Monroe County Health Department (MCHD).

1. CONTACT INFORMATION

Monroe County Health Department

Lori Kelley

Health Administrator

119 West 7th Street

Bloomington, In 47404

lkelley@co.monroe.in.us

Lori Kelley

[Name of Organization's Privacy Officer]

lkelley@co.monroe.in.us

[Email of Organization's Privacy Officer]

2. DATA EXCHANGE

a. Definitions.

- a. "Agency" means the state agency identified in Sec. 1, above.
- b. "APO" means the relevant agency privacy officer designated in each business unit under *State of Indiana Policy: Information Privacy* and identified in Sec. 1 of this DSA.
- c. "Data " means the collection of electronically recorded information, inclusive of all individual data elements, exchanged between the parties by virtue of this DSA.
- d. "DSA" means this data sharing agreement.
- e. "OCDO" means the Office of Chief Data Officer established by Ind. Code § 4-3-26-9.
- f. "Organization" means the non-state entity identified in Sec. 1, above.

b. Authorization. Data exchange as contemplated in this DSA occurs in accordance with Ind. Code Ch. 4-1-6-8.6, which provides as follows: Except as prohibited under any applicable federal law, in cases where access to confidential records containing personal information is desired by a researcher for research purposes, the agency shall grant access if:

- a. the researcher states in writing to the agency the purpose, including any intent to publish findings, the nature of the data sought, what personal information will be required, and what safeguards, including reasonable de-identification methods, will be taken to protect the identity of the data subjects;

DATA SHARING AGREEMENT with a Third-Party Organization

- b. the proposed safeguards are determined by the agency to be adequate to prevent the identity of an individual data subject from being known;
 - c. the researcher executes a data sharing agreement or similar agreement with the agency that is approved by the management performance hub established by IC 4-3-26-8, which incorporates such safeguards for protection of individual data subjects, defines the scope of the research project, and informs the researcher that failure to abide by conditions of the approved agreement constitutes a breach of contract, could result in the researcher not obtaining further records from the agency, and could result in civil litigation by the data subject or subjects;
 - d. the researcher agrees to pay all direct or indirect costs of the research; and
 - e. the agency maintains a copy of the agreement or contract for a period equivalent to the life of the record.
- c. Purpose and Objectives.** IDOH Lab to provide Monroe County Health Department analyzed and deidentified Syringe Service Program (SSP) data to IDOH Division of Trauma and Injury Prevention (DTIP), IDOH Harm Reduction Program (HRP) and Monroe County Health Department. The de-identified SSP data may include, but is not limited to, sample information, matrix, and demographics.
- d. Intent to Publish Findings.** The Organization:
- a. intends
 - i. See Additional Agreement Terms
 - b. does not intend to publish or otherwise disclose Data or derivatives thereof.
- e. Description of the Data.**
- a. The de-identified SSP data may include, but is not limited to, sample information, matrix, and demographics.
- f. Additional Agreement Terms.**
- a. **IDOHL Shall:**
 - i. Share analyzed SSP data with IDOH-DTIP, IDOH-HRP, and Monroe County Health Department. Data will be shared monthly, or as IDOHL is able due to staffing and timing constraints.
 - b. **IDOHL-DTIP Shall:**
 - ii. Use shared data for reports, analyses, and OD2A-S reporting deadlines.

DATA SHARING AGREEMENT with a Third-Party Organization

- iii. Be responsible for any necessary communication with data users regarding discrepancies that may arise due to sampling and methodology differences.
- iv. Not publish or release any information that could lead to the identification of individual respondents.
 - i. Provide IDOH-HRP, IDOHL, and Monroe County Health Department a copy of any data products generated and released as a result of this Agreement.
 - ii. Maintain the confidentiality of the information provided by these data, and no information provided in these data shall be used for the purpose of follow-up contact with the patients, families, or physicians unless expressly authorized by IDOHL.
 - iii. Destroy IDOHL data at the termination of this agreement.

c. IDOH-HRP Shall:

- i. Use shared data for reports, educational materials, and general messaging.
- ii. Utilize the data to provide technical assistance and updated guidance to the SSP location.
- iii. Not publish or release any information that could lead to the identification of individual respondents.
- iv. Provide IDOH-DTIP, IDOHL, and Monroe County Health Department a copy of any data products generated and released as a result of this Agreement.
- v. Maintain the confidentiality of the information provided by these data, and no information provided in these data shall be used for the purpose of follow-up contact with the patients, families, or physicians unless expressly authorized by IDOHL.
- vi. Destroy IDOHL data at the termination of this agreement.

d. Monroe County Health Department Shall:

- i. Use shared data for reports, educational materials, and general messaging.
- ii. Use or disclose these data only as permitted by this Agreement.
- iii. Be responsible for any necessary communication with data users regarding discrepancies that may arise due to sampling and methodology differences.
- iv. Not publish or release any information that could lead to the identification of individual respondents.
- v. Maintain the confidentiality of the information provided by these data, and no information provided in these data shall be used for the purpose of follow-up contact with the patients, families, or physicians unless expressly authorized by IDOHL.

DATA SHARING AGREEMENT with a Third-Party Organization

- vi. Provide IDOH-DTIP, IDOH-HRP, and IDOHL a copy of any data products generated and released as a result of this Agreement.
- vii. Destroy IDOHL data at the termination of this agreement.

g. Term and Termination. This DSA is effective as of the date of approval by the chief privacy officer, as evidenced in Sec. 6, and shall continue until: 1) terminated pursuant to Sec. 2.g.a.; 2) the date identified in Sec. 2.g.b., whichever occurs first.

- a. This DSA may be terminated by the parties or the OCDO at any time and for any purpose. Termination is effected by providing written notice to the other-party contact listed in Sec. 1 *and* to the OCDO by email to ResponsibleData@mph.IN.gov. The terminating party shall strive to provide reasonable advance notice under this subsection. If termination were to occur, the OCDO will consult with the parties regarding related data needs.
- b. Date of Termination: 8/31/28
- c. If Data subject to this DSA will be maintained on information technology infrastructure owned or licensed by the Organization, the following terms and conditions apply:
 - i. On termination of this DSA, the Organization shall, within thirty (30) days of termination, securely dispose of the Data and its derivatives. In so doing, the Organization shall, unless legally prohibited, destroy all of the Data and its derivatives in its systems or otherwise in its possession or under its control, in all of its forms. The Data shall not be recoverable, using the “clear” method of sanitization defined in NIST Special Publication 800-88 Rev.1. The Organization further agrees that it will overwrite the logical storage location of the Data as well as all user-addressable locations of the Data.
 - ii. The Organization agrees to memorialize such destruction through completion and submission to the other party and the OCDO of the certificate of destruction provided by the OCDO at <https://www.in.gov/mph/cdo/files/State-of-Indiana-External-COD.docx>.

3. PRIVACY, DATA PROTECTION, AND INCIDENT RESPONSE

a. Governing Citations (as applicable).

- a. Ind. Code Ch. 4-1-6, governing information sharing and confidentiality.
- b. Ind. Code Ch. 4-1-10, governing the release of social security numbers.
- c. Ind. Code Ch. 4-1-11, governing security breach involving a state agency.
- d. Ind. Code § 5-14-3-6.5, governing confidentiality.
- e. Ind. Code Art. 24-4.9, governing security breach.

DATA SHARING AGREEMENT with a Third-Party Organization

b. Data Use. Data shall be leveraged to further the purposes of this DSA, but only in accordance with its terms. Violation of these conditions constitutes breach of contract and could subject the researcher, including the Organization, to civil litigation or a bar on obtaining further records from the Agency.

c. Storage Location. The parties have considered the benefits and risks of duplication of Data for the purposes of this DSA. [Select one of the following options.]

Data subject to this DSA will be maintained in a virtual environment made available by the Management Performance Hub for that purpose.

Data subject to this DSA will be maintained on information technology infrastructure owned or licensed by the Organization. (Attach as an exhibit a completed StateRAMP Security Snapshot (<https://stateramp.org/providers/snapshot/>) or OCDO Third-Party Risk Questionnaire.)

Other.

a. Data will be shared via a shared folder on OneDrive. OneDrive allows for shared access between all parties, while also allowing for large files to be uploaded.

d. Data Protection.

a. Data subject to this DSA will be maintained in accordance with applicable law and this DSA. The Organization agrees to process the Data for no purpose other than that provided herein.

b. Data subject to this DSA will be protected by appropriate administrative, physical, and technical security measures to safeguard against unauthorized access, disclosure, or theft.

c. Data subject to this DSA will be maintained at rest solely in data centers in the continental United States of America, shall not be maintained on portable devices, including personal laptop and desktop computers, and shall not be accessed remotely unless and until written approval is received from the Agency contact identified in Sec 1 of this DSA *and* the OCDO by email to ResponsibleData@mph.IN.gov.

d. The Organization will not share or redisclose any portion of the Data unless and until it has received written approval to do so from the Agency contact identified in Sec. 1 of this DSA *and* the OCDO by email to ResponsibleData@mph.IN.gov. This DSA does not prevent the Organization from disclosing aggregate representations of the Data so long as the Agency *and* the OCDO are satisfied that the following conditions are met:

i. the disclosure does not violate any applicable State or Federal law or rule;

DATA SHARING AGREEMENT with a Third-Party Organization

- ii. the disclosure is sufficiently suppressed so as to comply with applicable State or Federal law, rule, and *OCDO Guidance Document: Data Suppression and Obfuscation*;
 - iii. the disclosure is noncommercial in nature (this includes disclosure in connection with the preparation or publication of news, for nonprofit activities, or for academic research);
 - iv. the disclosure is intended and ultimately used in accordance with the terms of this DSA;
 - v. the Organization shall conspicuously credit the “State of Indiana” in any publication, disclosure, or other representation; and
 - vi. written advance notice of such disclosure has been provided to the Agency contact identified in Sec. 1 of this DSA *and* the OCDO by email to ResponsibleData@mph.IN.gov.
- e. Data subject to this DSA:

- i. may
- ii. may not

be accessed by a third-party under contract with the Organization. (If yes, attach as an exhibit a copy of the fully executed contract with the third party.)

- f. If Data subject to this DSA will be maintained on information technology infrastructure owned or licensed by the Organization, the following terms and conditions apply:
- i. Data subject to this DSA will be transmitted through a managed file transfer platform approved by the Indiana Office of Technology for that purpose, using secured encryption technologies that meet or exceed the standards under Federal Information Processing Standards (FIPS) 140-2, Level 1, for data in motion.
 - ii. Data subject to this DSA will be maintained at rest using an environment approved by the Indiana Office of Technology for that purpose, in accordance with secured encryption technologies that meet or exceed the standards under FIPS 140-2 and National Institute of Standards and Technology (NIST) 800-131A Rev. 1.
 - iii. The Organization may not store or maintain the Data or its derivatives in a backup environment that does not enable destruction of the Data in accordance with Sec. 2.g.c. of this DSA.

- e. **Notification of Breach of Security.** If there is a breach of the security of the system (as defined in Ind. Code Ch. 4-1-11-2) involving Data, the party having control of the Data subject to the breach shall promptly:
- a. institute all appropriate and necessary mitigating actions required by applicable State and Federal laws and regulations;

DATA SHARING AGREEMENT with a Third-Party Organization

- b. comply with all disclosure and notification actions required by applicable State and Federal laws and regulations;
- c. notify the Indiana Office of Technology via email to the Indiana Security Incident Response Team at isirt@iot.IN.gov;
- d. notify the other-party contact listed in Sec. 1 of this DSA;
- e. make reasonable efforts to cooperate with the requests of the other-party contact listed in Sec. 1 of this DSA; and
- f. following any necessary mitigation, disclosure, and notification activities, the APO must provide to the chief privacy officer documentation of actions taken, pursuant to *State of Indiana Policy: Information Privacy*.

4. Partnership Management

- a. **Funding.** No funding mechanism or agreement is contemplated or reached by this DSA. If necessary, funding terms needed to carry out the purpose of this DSA will be agreed upon by the parties and will be memorialized in a contract between the parties pursuant to Ind. Code Ch. 4-13-2, the Indiana Financial Reorganization Act of 1947.
- b. **Amendments.** No alteration or variation of the terms of this DSA are valid unless made in writing, signed by the parties hereto, and approved by the OCDO. No oral understanding or agreement not incorporated herein shall be binding on the parties.
- c. **Marketing.** Consistent with law, the State of Indiana may, at its sole discretion, publicly display, publish, and make reference to the Data exchange as contemplated in this DSA, including related outcomes, publications, and other results.
- d. **Notification of Legal Requests.** If the Organization is requested or required by deposition or written questions, interrogatories, requests for production of documents, subpoena, investigative demand or similar process to disclose any of the Data, the Organization will provide prompt written notice to the Agency contact identified in Sec. 1 of this DSA *and* the OCDO by email to ResponsibleData@mph.IN.gov and will cooperate with the State of Indiana's efforts to obtain an appropriate protective order or other reasonable assurance that such Data will be accorded confidential treatment that the State of Indiana may deem necessary.

DATA SHARING AGREEMENT with a Third-Party Organization

- e. Governing Law.** This DSA shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.
- f. Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this DSA shall be resolved by giving precedence in the following order: (1) this DSA, (2) attachments prepared by the state, and (3) attachments prepared by the Organization. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

5. Change Control

Without exception, list below any sections of this DSA that have been modified or deleted from the State's standard data sharing agreement, as published at <https://www.in.gov/mp/cdo/files/State-of-Indiana-External-DSA.docx>.

- 2c
- 2f
- 2g
- Removed "Additional Governing Citations"
- 3c

6. APPROVALS

IN WITNESS WHEREOF, the parties have executed this DSA by their duly authorized officers or representatives on the date set forth below, effective as of the date of approval by the chief privacy officer, as evidenced below.

Monroe County Health Department
Julie Thomas
President, Board of Commissioners

Date: _____

Attestation: By signing this DSA, I affirm under the penalty of perjury (Ind. Code § 35-44.1-2-1(a)) that all representations of the Organization made in this

DSA and any exhibits to this DSA prepared by the Organization are true and correct.

[AGENCY NAME]
[AGENCY SIGNATORY NAME]
[AGENCY SIGNATORY TITLE]

Date: _____

**DATA SHARING AGREEMENT
with a Third-Party Organization**

APO INITIALS

APPROVED:

Ted Cotterill

Chief Privacy Officer

Date: _____



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

The City of Bloomington Parks and Recreation is proposing a Health First Indiana Partnership with the Monroe County Health Department to address mortality rates due to drowning. The Health Department identified drowning as the 3rd leading cause of injury resulting in accidental death in 2023. This service agreement will provide life-saving swim instruction for 70 at risk adolescents in Monroe County.

At the conclusion of the program, all participants will be able to pass level two of the American Red Cross Swim course by having learned fundamentals of aquatic skills. Fundamental skills include blowing bubbles in the water for at least five seconds, exiting the pool without assistance from a ladder, stepping or jumping into the water over head height, and floating on back for at least five seconds.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Local Public Health Services"/>	<input type="text" value="1161"/>	<input type="text" value="\$3,520.00"/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text"/>	<input type="text"/>

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:



Monroe County Health Department

Monroe County, Indiana

Health Department

119 W. 7th Street
(812) 349-2543

Futures Family Planning Clinic

119 W. 7th Street
(812) 349-7343

Public Health Clinic

333 E. Miller Drive
(812) 353-3244

May 3, 2024

**PUBLIC NOTICE OF PROPOSED CONTRACT SERVICE AGREEMENT
WITH CITY OF BLOOMINGTON, PARKS, AND RECREATION AND
MONROE COUNTY HEALTH DEPARTMENT**

Pursuant to IC 16-46-10-3, notice is hereby given that the Monroe County Health Department is seeking a service contract with City of Bloomington, Parks, and Recreation for the purpose of establishing a Health First Indiana partnership to address the core service area of Fatality Review and Prevention/Injury Prevention.

The proposed contract may be viewed on the Monroe County Health Department website: Health First Indiana Public Notices / Monroe County, IN

Posted on this 3rd day of May 2024 by Lori Kelley



Agreement for All Kids Swim Education (Drowning Prevention) Services

Agreement made between the Monroe County Health Department ("County") and the City of Bloomington Parks and Recreation Department ("Contractor").

Whereas, the County has identified specific, core public health service areas, as required of local health departments that desire to contract with core public health service providers under the Health First Indiana Program; and,

Whereas, the Contractor offers a wide range of park and recreation programs and services; and,

Whereas, the services offered by Contractor constitute the identified core public health service of Fatality Review and Prevention - child/adolescent fatal drowning prevention through swimming instruction; and,

Whereas, the County desires to obtain the foregoing drowning prevention services from the Contractor; and,

Whereas, the Contractor wishes to provide the foregoing drowning prevention services to the County;

It is, therefore, mutually agreed by the County and the Contractor as follows:

1. Scope of Agreement and Contract Amount. The Contractor shall provide drowning prevention services in the form of swimming instruction services to approximately seventy (70) Monroe County residents, ages five (5) through thirteen (13), at the Indiana University Outdoor Recreational Pool, from June 3, 2024 through July 18, 2024, using an evidence-based framework for harm reduction services as detailed in the Application Proposal attached hereto and incorporated herein as "**Exhibit A.**" The total amount paid to Contractor under this Agreement is Three Thousand Five Hundred and Twenty Dollars (\$3,520.00), which shall be paid in a lump sum upon approval of this agreement.

2. Reporting and Metrics. Contractor shall submit a report to the Monroe County Health Department Administrator that includes the following information:

- a. Zip codes of individuals served pursuant to this agreement;
- b. The number of individuals served; and,
- c. The number of instruction sessions conducted.

3. Term. The term of this Agreement shall end upon the completion of the swimming instruction services and the submission of required reports.

4. Non-discrimination. Contractor is aware of the County's policy prohibiting harassment of any kind. If Contractor becomes aware of any harassment, Contractor shall

immediately report harassment to the Monroe County Legal Department. In the performance of work under this Agreement, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of their race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status, or status as a veteran – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

5. Compliance with Law. Contractor shall comply with all State of Indiana and Monroe County applicable laws and regulations, including the County’s policy prohibiting harassment. Contractor shall indemnify and save harmless Monroe County for any fines or expenses of any nature which it might incur from Contractor’s noncompliance. If required by law, Contractor will comply with IC 22-5-1.7 et seq., specifically including the following:

- a. Contractor to enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program.
- b. Contractor is not required to verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program, if the E-Verify program no longer exists.
- c. Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.

6. Independent Contractor. It is fully understood and agreed that Contractor and its employees are serving as independent contractors and are not employed by the County. As such the parties agree to the following:

- a. Contractor is NOT performing this work under the supervision or direction of the County.
- b. Contractor shall use non-County materials and equipment to perform this work and to develop and duplicate any and all materials.
- c. Contractor shall have exclusive control over the means, methods and details of fulfilling the obligations under this Agreement. Contractor is not to receive direction or supervision from any County employee or representative. The County will provide feedback to and review any drafts submitted by Contractor.
- d. Contractor executes this Agreement as an independent contractor, and shall not be considered an employee or agent of the County for any purpose.

e. Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws, as required by law.

7. **Governing Law.** This Agreement shall be governed in accordance with the laws of the State of Indiana. The venue for any litigation resulting from or related to this Agreement shall be Monroe County, Indiana.

8. **Notices.** Notices to Contractor shall be sent via email to Shelby Drake RD, LD, at shelby.drake@bloomington.in.gov. Notices to the County shall be sent to Lori Kelly, Administrator, Monroe County Health Department, 119 W. 7th Street, Bloomington, IN 47404.

IN WITNESS WHEREOF, Contractor and the County have executed this Agreement as dated below and, if executed in two counterparts, each shall be deemed an original.

APPROVED BY CONTRACTOR, BLOOMINGTON PARKS, AND RECREATION DEPARTMENT this _____ day of _____, 2024.

By: _____

APPROVED BY THE COUNTY, MONROE COUNTY BOARD OF HEALTH this _____ day of 2024.

By: _____

APPROVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF MONROE, INDIANA this _____ day of _____, 2024.

Julie Thomas, President

Penny Githens, Vice President

Lee Jones, Member

ATTEST: _____
 Brianna Gregory, Auditor

EXHIBIT A

Application Proposal

Letter of Intent - Health First Indiana Partnership

5/23/2024

Organization Contact:

Shelby Drake, RD, LD - Bloomington Parks and Recreation

401 N. Morton St., Suite 250

Bloomington, Indiana 47402

shelby.drake@bloomington.in.g

ov 812-349-3771

Proposed Program: All Kids Swim will be hosted in conjunction with Banneker Summer Camp at IU Outdoor Recreational Pool. All Kids Swim provides life-saving swim education, with all participants being able to pass level two of the American Red Cross Swim Course by learning fundamentals of aquatic skills. Fundamental aquatic skills include blowing bubbles in the water for at least five seconds, exiting the pool without assistance from a ladder, stepping or jumping into the water over head height, and floating on back for at least five seconds. All Kids Swim will take place from June 3 - July 18, 2024.

Proposed Partnership: A partnership between Bloomington Parks and Recreation and Monroe County Health Department would help facilitate life-saving swim instruction to at risk adolescents in Monroe County. All Kids Swim would help ensure Monroe County is able to provide drowning prevention initiatives to at risk populations.

Partnership Need: The goal of All Kids Swim is to provide life-saving swim instruction to at risk adolescents. In 2021, approximately 50% of Banneker participants identified as Black or multiracial, with 81% qualifying for the federal free and reduced meal program. According to data from the USA Swimming Foundation, 79% of children in households with incomes less than \$50,000/year have little-to-no swimming ability. Every year, the CDC estimates that nearly 4,000 fatal unintentional drownings occur. This is an average of 11 adolescent drowning deaths per day. Drowning death rates for Black people are 1.5 times higher than the rates for White people, disparities are highest among Black children ages 5-14. Banneker is rich in history, holds significant pride of place in a historic neighborhood, and is uniquely positioned to serve some of Bloomington's most underrepresented populations.

All Kids Swim will be hosted in conjunction with Banneker Summer Camp at IU Outdoor Recreational Pool from June 3 - July 18, 2024. 70 adolescents, ages 5-13, will participate in 8 hours of swim instruction over the course of 2 weeks. At the conclusion of week two, all participants will be able to pass level two of the American Red Cross Swim Course by learning fundamentals of aquatic skills. Fundamental aquatic skills include blowing bubbles in the water for at least five seconds, exiting the pool without assistance from a ladder, stepping or jumping into the water over head height, and floating on back for at least five seconds.

Bloomington Parks and Recreation is asking for \$3,520 to cover the cost of swim instruction, provided by IU Recreational Sports. IU Recreational Sports will be providing 22 hours of swim instruction at a rate of \$160/hour for a total of \$3,520.

Primary Program Contact: Shelby Drake, RD, LD - responsible for submitting required documentation

Responsible Person for Contract: Shelby Drake

Core Service + KPI: Fatality Review and Prevention - child/adolescent fatal drowning prevention initiative

Population: All Kids Swim will serve 70 at risk youth

Evidenced-Based Program: American Red Cross Learn-to-Swim

Budget: 22 hours x \$160/hour = \$3,520 swim instruction cost

Health First Indiana Partnership - City of Bloomington, Parks and Recreation

<p>Name of Organization: City of Bloomington, Parks and Recreation</p>	<p>Division/Department: Recreation Division</p>
<p>Mission Statement: We equitably enrich community well-being by providing quality parks, trails, facilities, programs and services, and through the stewardship of natural spaces.</p>	<p>Website: https://bloomington.in.gov/parks Contact Number: 812-349-3700</p>
<p>Full-Time Staff: 53 (department) Part-Time/Seasonal Staff: 450 (department)</p>	<p>Total Population Served - 2023: 999,020</p>
<p>Director Information: Tim Street, MPA, CPRE</p> <p>Director Bio: Tim Street has served as Director of the Operations and Development Division of the Parks and Recreation Department since January 2021. He previously served as Associate Director at Indiana University's Bradford Woods outdoor education center. He continues to work as an instructor and backcountry leader with IU Outdoor Adventures. Steet holds professional certifications as a Certified Park and Recreation Professional and a Certified Playground Safety Inspector. He earned his bachelor of arts and masters of public affairs degrees from IU.</p>	
<p>Current Operating Budget: \$24.03 Million</p> <p>Financial Report: https://bloomington.budget.socrata.com/#!/year/2024/operating/0/priority/Parks+%2526+Recreation/0/fund?x-return-url=https:%2F%2Fbloomington.finance.socrata.com%2F%23!%2Fdashboard&x-return-description=Return%20to%20Open%20Finance</p>	
<p>Primary Program Contact: Shelby Drake, RD,LD Email: shelby.drake@bloomington.in.gov</p>	

Letter of Intent - Health First Indiana Partnership

5/23/2024

Organization Contact:

Shelby Drake, RD, LD - Bloomington Parks and Recreation
401 N. Morton St., Suite 250
Bloomington, Indiana 47402
shelby.drake@bloomington.in.gov
812-349-3771

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Budget: 22 hours x \$160/hour = \$3,520 swim instruction cost



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

The Health Department is requesting approval of a 6-month advertising agreement of 25 ads per week for a total cost of \$2,490.00 to help promote health education for required core public health areas. Key areas of focus include a back-to-school vaccination campaign, lead risk education, tobacco and vaping education and cessation referrals, and overdose education and referral services for Naloxone training.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Local Public Health Services"/>	<input type="text" value="1161"/>	<input type="text" value="\$2,490.00"/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text"/>	<input type="text"/>

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:



Broadcast Contract

IU HEALTH MONROE CO
119 WEST 7TH STREET
BLOOMINGTON, IN 47404

Start Date 07/01/24	Contract# 73364	Mod# 0
End Date 12/31/24	Date Entered 05/31/24	Date Last Modified 05/31/24
Advertiser IU HEALTH MONROE CO		Station Market WGCL-AM
Product SPECIAL RATES		SalesRep/Office Mike Hacker

Attn: LORI KELLY

Standard Billing Cycle Estimate#

LN	DATE	TIMES/PROGRAMS	LEN	MO	TU	WE	TH	FR	SA	SU	SPOTS /WK	RATE
1	MO 07/01/24 TU 12/31/24	06:00A-07:00P	30	X	X	X	X	X	--	--	13	\$7.98
Run Weeks of: 07/01 07/08 07/15 07/22 07/29 08/05 08/12 08/19 08/26 09/02 09/09 09/16 09/30 10/07 10/14 10/21 10/28 11/11 11/18 11/25 12/02 12/16 12/23 12/30												
2	MO 07/01/24 TU 12/31/24	07:00P-12:00A	30	X	X	X	X	X	X	X	6	\$0.00
Run Weeks of: 07/01 07/08 07/15 07/22 07/29 08/05 08/12 08/19 08/26 09/02 09/09 09/16 09/30 10/07 10/14 10/21 10/28 11/11 11/18 11/25 12/02 12/16 12/23 12/30												
3	MO 07/01/24 TU 12/31/24	12:00A-06:00A	30	X	X	X	X	X	X	X	6	\$0.00
Run Weeks of: 07/01 07/08 07/15 07/22 07/29 08/05 08/12 08/19 08/26 09/02 09/09 09/16 09/30 10/07 10/14 10/21 10/28 11/11 11/18 11/25 12/02 12/16 12/23 12/30												

-----Additional Comments-----	Total Spots	Spots Total\$	Net	Gross
	600	2,489.76	\$ 2,489.76	\$ 2,489.76

THANK YOU FOR YOUR BUSINESS!

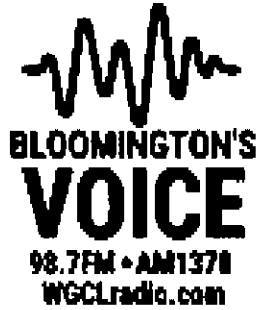
Billing Projections: By Month

	Jul 24	Aug 24	Sep 24	Oct 24	Nov 24	Dec 24
CA	486.78	446.88	335.16	478.80	327.18	414.96
ST	414.96	414.96	414.96	414.96	311.22	414.96
	Jan 25					
CA						
ST	103.74					

Accepted for Station

Accepted for advertiser OR agency(and MBS, if any) as agent for the advertiser

_____ Name	_____ Title	_____ Name	_____ Title
See reverse for accepted terms and conditions, if any			Page 1



Schedule for 6 months(184 days)

Monroe County Health Department

running every week

Weekly Schedule

6a-7p	Monday- Friday	13 Ads ⁽³¹²⁾
7p-12m	Monday-Sunday	6 Ads ⁽¹⁴⁴⁾
12m-6a	Monday-Sunday	6Ads ⁽¹⁴⁴⁾

25 Ads per for Week

Total Cost \$415 per Month

Total Overall Cost \$2,490

Sign _____ Date _____

The Quarry
96.1 FM

120W 7th St, STE 400
Bloomington Indiana, 47404
812-332-3366

Broadcast Contract

IU HEALTH MONROE CO
119 WEST 7TH STREET
BLOOMINGTON, IN 47404

Start Date 07/01/24	Contract# 2050	Mod# 0
End Date 12/31/24	Date Entered 05/31/24	Date Last Modified 05/31/24
Advertiser IU HEALTH MONROE CO		Station Market WTTS-HD2
Product SPECIAL RATES		SalesRep/Office Mike Hacker

Attn: LORI KELLY

Standard Billing Cycle Estimate#

LN	DATE	TIMES/PROGRAMS	LEN	MO	TU	WE	TH	FR	SA	SU	SPOTS /WK	RATE
1	MO 07/01/24 TU 12/31/24	06:00A-07:00P	30	X	X	X	X	X	--	--	13	\$7.98
Run Weeks of: 07/01 07/08 07/15 07/22 07/29 08/05 08/12 08/19 09/02 09/09 09/16 09/23 09/30 10/14 10/21 10/28 11/04 11/11 11/25 12/02 12/09 12/16 12/23 12/30												
2	MO 07/01/24 TU 12/31/24	07:00P-12:00A	30	X	X	X	X	X	X	X	6	\$0.00
Run Weeks of: 07/01 07/08 07/15 07/22 07/29 08/05 08/12 08/19 09/02 09/09 09/16 09/23 09/30 10/14 10/21 10/28 11/04 11/11 11/25 12/02 12/09 12/16 12/23 12/30												
3	MO 07/01/24 TU 12/31/24	12:00A-06:00A	30	X	X	X	X	X	X	X	6	\$0.00
Run Weeks of: 07/01 07/08 07/15 07/22 07/29 08/05 08/12 08/19 09/02 09/09 09/16 09/23 09/30 10/14 10/21 10/28 11/04 11/11 11/25 12/02 12/09 12/16 12/23 12/30												

-----Additional Comments-----	Total Spots	Spots Total\$	Net	Gross
	600	2,489.76	\$ 2,489.76	\$ 2,489.76

Billing Projections: By Month

	Jul 24	Aug 24	Sep 24	Oct 24	Nov 24	Dec 24
CA	486.78	343.14	438.90	375.06	327.18	518.70
ST	414.96	414.96	414.96	311.22	311.22	518.70
	Jan 25					
CA						
ST	103.74					

Accepted for Station

Accepted for advertiser OR agency(and MBS, if any) as agent for the advertiser

Name Title
See reverse for accepted terms and conditions, if any

Name Title
Page 1



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

This is to codify additions and amendments to the various chapters of Monroe County Code that have been passed in the previous months.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text"/>	<input type="text"/>	<input type="text"/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text" value="David Schilling"/>	<input type="text"/>

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

Statement of Work and Exhibits plus the Primary Care Services Agreement for clinic services with ProActive MD.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Self Insurance"/>	<input type="text" value="4700"/>	<input type="text" value="\$55,300 per month."/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text"/>	<input type="text"/>

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:

EMPLOYER SPONSORED DIRECT PRIMARY CARE AGREEMENT

dated as of

August 1, 2024

by and between

Monroe County Government, State of Indiana

and

Proactive MSO, LLC

EMPLOYER SPONSORED DIRECT PRIMARY CARE MASTER AGREEMENT

THIS EMPLOYER SPONSORED DIRECT PRIMARY CARE MASTER AGREEMENT (collectively with Statement of Work and its Exhibits and any other incorporated exhibits or schedules, this “Agreement” or “Master Agreement”) is entered into by and between Proactive MSO, LLC (“Service Provider”) and Monroe County Government, State of Indiana (“Client”) as of the Effective Date (as defined in the attached Statement of Work). Together, Client and Service Provider are each referred to from time to time as a “Party” and collectively as the “Parties”).

Capitalized terms used and not defined in the context in which they are used have the meanings set forth in Section 1 Definitions below.

WHEREAS, Client desires to have Clinic(s) operated on or near its premises in order to increase employee access to primary care services, reduce health care costs, decrease lost productivity due to illness related absences, and obtain quality health outcomes for its employees while providing such employees with convenient access to efficient health care services;

WHEREAS, Service Provider is willing to assist Client in achieving these objectives by providing certain services to operate the Clinic(s), to be staffed by Physicians or other Clinicians who will provide Services to Participants;

WHEREAS, Client desires to contract with Service Provider for the provision of certain services in order to operate Clinic(s);

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

1. DEFINITIONS.

“Action” has the meaning set forth in Section 9.1 below.

“Affiliate” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. For purposes of this definition, the terms “control” and the correlative “controlling” and “controlled” when used with respect to a Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract, or otherwise.

“Base Terms” means this Section 1 through Section 13 below, inclusive, and for removal of doubt, excluding Statement of Work and its exhibits, which define the general terms of this Agreement.

“Claims Data” means identifiable insurance claims records (containing at a minimum patient name, date of birth, gender, and date of service,) generated for billing purposes as a result of a patient’s encounter with a health care provider, including outpatient care, hospital care, and filled prescriptions, which contains the information on demographics, diagnoses, delivered services, and prescriptions for all Members (defined below), as outlined in Statement of Work and its Exhibits (inclusive of all data points for both Medical Claims Data and Pharmacy Claims Data outlined in Exhibit C of the Statement of Work and its Exhibits).

“Clinic” means, collectively, one or more health care Clinic(s) located on, or near, the Premises, or at such other locations as Service Provider and Client may mutually agree, where Physicians and/or Clinicians provide Services to Participants in accordance with the terms of this Agreement. In the event more than one Clinic is subject to this Agreement, then “Clinic” or “Clinic(s)” may be used interchangeably, in singular or plural format, which meaning shall apply to all Clinic(s) that are subject to this Agreement, unless an individual Clinic is identified as “Individual Clinic”, in which case the meaning of any statement related to such an “Individual Clinic” shall apply only and specifically to such an Individual Clinic without effect on all other Clinic(s) that are not specifically named.

“Clinic Commencement Date” means the date on which the Clinic Team is first able to receive Participants at the Clinic and render Services.

“Clinicians” means, as applicable, any nurse practitioners, physician assistants, or registered nurses engaged by Service Provider to provide Services to Participants at the Clinic.

“Clinic Team” means any combination of Physicians, Clinicians, Patient Advocates, medical assistants, physical therapists, pharmacists, or other team members providing Services at the Clinic, as set forth in Statement of Work and its Exhibits.

“Confidential Information” means information and technical data derived from, revealed by, or disclosed to a Receiving Party, or Affiliates of the Receiving Party, by the Disclosing Party or its Participants, vendors, customers, representatives, Affiliates, agents, and other independent contractors during the performance of obligations under this Agreement and which is not generally known to the public, including the Disclosing Party’s customers or competitors or any customers or competitors of any Affiliate of the Disclosing Party. Examples of Confidential Information include, but are not limited to, information or data disclosed in oral, written, graphic or machine-readable form, or in forms otherwise embodying or displaying such information, or which is visible or audible to Receiving Party by virtue of the Receiving Party visiting or performing its obligations at a facility controlled by the Disclosing Party or an Affiliate of the Disclosing Party, subsidiaries, agents, or subcontractors, or by having access to the Disclosing Party’s systems including, but not limited to, business plans, specifications, designs, methods, processes, ideas, concepts, drawings, software, pricing, operational plans and know-how, employee information, shareholder information, vendor information, customer information, and consumer information.

“Cost” means the documented out-of-pocket cost of goods or services (including applicable taxes, shipping, installation, insurance, etc.) incurred by Service Provider without any markup to Client.

“De-Identify” means a process utilizing several computational methods and techniques, including data redaction, statistical data replacement and rule- based data synthesis approaches to generate a synthetic derivative data set of data that mimics real-world statistical distributions while adhering to applicable regulations such as the HIPAA Privacy Rule.

“Disclosing Party” has the meaning set forth in Section 7.1 below.

“Enrollment Data” means all data points outlined in Exhibit C to the Statement of Work and its Exhibits for all Participants.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act, enacted as part of the

American Recovery and Reinvestment Act of 2009, and their respective accompanying regulations, each as may be amended or restated from time to time.

“Knowledge,” with respect to Service Provider, means the actual knowledge of such matter by Service Provider’s senior management.

“Law” means any applicable statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

“Losses” mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses, including, without limitation, reasonable attorneys’ fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

“Members” means Client’s employees and other individuals who are enrolled in Client’s health insurance plan.

“Monthly Service Fees” means the Monthly Service Fees outlined in Statement of Work and its Exhibits.

“Participants” means the Members and other individuals who are eligible to receive Services at the Clinic.

“Person” means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

“Physicians” means general practitioners who hold either a Doctor of Medicine degree (MD) or a Doctor of Osteopathic Medicine degree (DO), are licensed in to provide the Primary Care Services at the Clinic, and provide Primary Care Services as an employed, contracted, or *locum tenens* member of the Clinic Team.

“Premises” means facilities where Services are provided to Participants subject to this Agreement.

“Primary Care Services” means certain medical services, as part of all Services provided by Service Provider, as further defined in Statement of Work.

“Services” means the services provided by Service Provider, including Primary Care Services, as further defined in Statement of Work.

“Service Provider Personnel” or “Personnel” means all employees, contractors, and permitted subcontractors engaged by Service Provider to perform Services, including all members of the Clinic Team.

“Statement of Work” means the schedule attached hereto, together with all exhibits and schedules thereto, that defines the scope of services and other details of the engagement between Client and Service Provider that is entered into by Parties pursuant to these Base Terms and, collectively with these Base Terms and any other incorporated exhibits or schedules, constitutes this Agreement.

“Subject Persons” means Physicians or Clinicians who are supplied or introduced by Service Provider to Client in connection with this Agreement.

“Protected Health Information”, as presently defined in 45 CFR § 160.103, as may be amended, restated, or replaced, means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium, subject to the exclusions set forth therein.

“Receiving Party” has the meaning set forth in Section 7.1 below.

“Required” means as necessary or desirable, as determined by Service Provider in its reasonable discretion in consultation with the Client.

“Term” has the meaning set forth in Section 4 below.8

“WIFI” means a Wi-Fi compatible network based on protocols of the IEEE 802.11 family of standards, which are commonly used for local area networking of devices and Internet access, allowing nearby digital devices to exchange data by radio waves, or such reasonable successor or replacement technology that is mutually acceptable to Client and Service Provider.

2. OBLIGATIONS OF SERVICE PROVIDER.

2.1. Clinic Preparation Activities.

(a) Clinic Equipment & Clinic Set Up Supplies. On behalf of Client, Service Provider shall procure and set up the Required medical and operational equipment (the “Clinic Equipment”) as necessary for the operation of the Clinic, as well as the initial medical, clinical, and administrative inventory and other supplies (the “Set Up Supplies”) Required to operate the Clinic. Client will reimburse Service Provider for Costs incurred in connection with Clinic Equipment and Set Up Supplies.

(b) Participant Engagement. Service Provider shall provide educational materials and conduct informational sessions for Participants to educate them about the operation of the Clinic and availability of patient services at the Clinic.

(c) Signage. Service Provider shall be responsible for ensuring proper display of all medical and clinical safety signage and informational disclosures required by Law regarding the installation, size, and visibility of signage within the Clinic.

2.2. Service Provider Services.

(a) Services. Service Provider shall provide Services to Participants in accordance with the terms and conditions hereof. All Participants will be entitled to the same level of patient care.

(b) Service Provider agrees to perform the Services for, and conduct its activities on behalf of, Client in a professional and workmanlike manner consistent with generally accepted industry standards and good commercial practices and in accordance with ethical and professional standards.

2.3. Staffing.

(a) Staffing. Service Provider shall employ or contract with the personnel Required to staff the Clinic. Service Provider shall in its sole discretion hire, dismiss, discipline, train, and set salary levels for Service Provider Personnel; provided, however, Client shall have the right to request the evaluation of any member of the Clinic Team upon a good faith determination that such individual is unduly disruptive to the operations of the Clinic or for other good cause shown. Such evaluation shall be conducted by Service Provider, and to the extent Required, disciplinary action shall be taken by Service Provider in accordance with its human resource policies and procedures.

(b) Physician Duties. Service Provider shall arrange for Physicians to (i) provide oversight of the Clinicians and other Service Provider Personnel that are assigned to the Clinic, as required in accordance with Law, and (ii) make the Services available to Participants in a manner consistent with applicable professional standards.

(c) Qualifications of Physicians and Clinicians. Throughout the Term, Service Provider shall ensure that each Physician and Clinician who provides Primary Care Services at the Clinic: (i) is duly licensed and qualified to practice at the Clinic, which licenses and qualifications are active, not subject to restrictions as applicable to their function that would interfere with their provision of Primary Care Services at the Clinic, and not subject to any revocations or suspensions; (ii) holds a valid DEA registration and controlled substance license, as applicable to their function, which are not subject to involuntary restrictions that would interfere with their provision of Primary Care Services at the Clinic; (iii) is covered under the professional liability insurance policy maintained by Service Provider; (iv) has no convictions for felony or criminal offenses (regardless of severity) related to health care; and (v) has no (A) sanctions within the meaning of Social Security Act Section 1128A or any amendments thereto, (B) convictions violating the federal Stark Law, federal False Claims Act, the federal Anti-Kickback Statute, federal Health Insurance Portability and Accountability Provisions, federal Civil Monetary Penalty Statute, or any similar state laws, or (C) debarments, exclusions or suspensions for participation in any federal or state health care program. To the extent a Physician or Clinician fails to meet the qualifications set forth in this Section 2.3(c), such individual shall no longer be eligible to provide Primary Care Services to Participants in accordance with this Agreement, and Service Provider shall promptly remove such Physician or Clinician from placement at the Clinic.

2.4. Scheduling

(a) Hours of Operation. The hours of operation for the Clinic shall follow the guidelines set forth in Statement of Work and its Exhibits. On a periodic basis, the weekly schedule and hours of operation of the Clinic may be reviewed and changed, if mutually agreed upon in writing by Client and Service Provider. Such changes to hours of operation may be implemented in order to account for holidays and events in the upcoming calendar year, as well as specific scheduling considerations of Client and Service Provider. Any changes to the Clinic's weekly schedule or hours of operation shall be made only by mutual written consent of Service Provider and Client.

(b) Clinic Team Scheduling. Service Provider shall coordinate and provide scheduling and staffing services to ensure that the Clinic Team is available during the hours of operation of the Clinic, as defined in Statement of Work and its Exhibits, or as subsequently mutually agreed upon in writing. The Clinic may occasionally be closed as a result of staffing interruptions due to illness, personal emergency, termination of employment, or otherwise. In these cases, Service Provider shall use its commercially reasonable efforts to identify interim or

replacement Clinic Team member(s) to reopen the Clinic as soon as possible, and work to reschedule any patients during the closure to the next available appointment.

(c) Unplanned Closures. The Clinic may occasionally be closed as a result of unplanned events, including, but not limited to, inclement weather, fire, flood, elements of nature, or other acts of God, federal state or local government restrictions or Law, environmental or workplace hazards, Client-declared emergencies, or Client workforce actions or other Client issues, that are not within the control of Service Provider, yet prevent the Clinic Team from performing their duties safely. In such instances, Service Provider will collaborate with Client to return the Clinic operations to normal as soon as reasonably possible and when the safety of the Clinic Team can be assured. In no event shall Service Provider be liable, financially or otherwise, for any unplanned closures.

2.5. Clinic Operation.

(a) Appointment Scheduling. Service Provider shall be responsible for scheduling the Clinic appointments for all Participants, and shall provide Participants with contact information as reasonably necessary to schedule such appointments.

(b) Patient Management. Physicians and Clinicians shall be solely responsible for overseeing the management of the patient interactions within the Clinic, including setting protocols, procedures, and policies around patient communication, empathy, examination, evaluation, diagnosis, prognosis, and intervention in accordance with Law. Client shall not exercise, or attempt to exercise, any control, direction, or influence over the method or manner in which Physicians and Clinicians perform medical services and functions within the Clinic. The Parties acknowledge and agree that the traditional, customary, and confidential relationship between a health care provider and a patient must be protected and preserved for all Participants seeking professional services at the Clinic.

(c) Employee Education. In collaboration and coordination with Client's human resource department, Service Provider may provide educational materials, conduct health and wellness information sessions, promote health awareness, and encourage healthy habits as part of a broader program to positively influence the health of Client's employees and their dependents.

(d) Information Security. Service Provider shall take all Required steps to protect the privacy of the Clinic's patients and to secure health-related information in accordance with HIPAA, other Law, and other generally accepted industry standards.

(e) After-Hours. Service Provider shall ensure Physicians and Clinicians are available to provide after-hours access to certain Participants, as deemed appropriate in the sole discretion of a Participant's treating Physician or Clinician in each such circumstance, which may include, by way of example and not limitation, follow-up home visits, hospital visits (for coordination of care purposes), and follow-up phone consultations. Service Provider will make available to certain Participants a method for contacting the Physician or Clinician in a manner that is confidential and designed to be reasonably convenient for the individuals involved.

2.6. Health Risk Assessment. As part of Services, Service Provider shall make available annual health appraisal services to all Participants, which appraisal services shall include the collection of certain baseline clinical indices, as defined by a Physician. Service Provider shall work with Client to promote Participants' participation in such health appraisals

which, upon mutual agreement, may include participating in an employee health fair sponsored by Client.

2.7. Periodic Reports. Service Provider shall make available the following categories of aggregate and De-identified service reports to Client and Client's group health plan (which reports to Client's group health plan limited to information specific to Members):

(a) **Service Reports.** Activity reports summarizing utilization rates and Services furnished at the Clinic, demonstrating active management of and outcomes related to the provision of Services.

(b) **Custom Reports.** Custom reports will be evaluated on a case-by-case basis to determine level of data availability, effort, fees, and timeframe for delivering the requested information, with most reports taking approximately fifteen (15) to thirty (30) days to deliver. Custom reports may include Client claims analysis, provided that Client makes available (or causes its Health Plan Administrator to make available) the Claims Data and such other Required data to Service Provider.

The Parties acknowledge and agree that the purpose of any Service Provider prepared and provided reports is solely to assist Client in reducing health care expenditures and decreasing lost work time due to illness-related absences through review of health risks, population needs, and increased efficiency of operations with the goal of improved overall health of Client's workforce. The Parties further acknowledge that Service Provider may not provide reports or other information to Client which includes employee health information other than on an aggregate, de-identified basis such that there is no reasonable basis to believe that the information can be used to identify an individual, or otherwise in any manner that does not fully comply with Law. The Parties further acknowledge that reports provided by Service Provider to Client in accordance with this Section, including any underlying data on which the reports are based, shall be and remain the Confidential Information of, and the sole property of, Service Provider, and copies of any such reports that are maintained by Client shall remain subject to the provisions of Section 7 of this Agreement.

No Protected Health Information (PHI) as defined in 45 CFR § 160.103, as may be amended or restated, shall be contained in any reports generated by Service Provider and provided to Client except with regard to data relating to individuals who have provided a prior written authorization in accordance with HIPAA.

2.8. Review of Activities. Representatives of Service Provider and Client shall meet as reasonably requested by Service Provider or Client, to: (a) review and discuss (i) the performance of Services under this Agreement; (ii) the Clinic's utilization rates; (iii) Participant engagement; and/or (iv) events and outreach activities planned for Participants, and/or (b) where appropriate, to discuss and implement proposals to ensure that the objectives of this Agreement are obtained. The Parties shall use their respective good faith best efforts to cooperate with each other in assisting each other's performance under this Agreement.

2.9. Client Policies. Service Provider will require the Service Provider Personnel to comply with all policies required and provided by Client including, without limitation, access to the facility, parking, security procedures, emergency evacuation procedures, and other matters applicable to Client's tenants, contractors, invitees, and business visitors.

3. OBLIGATIONS OF CLIENT.

3.1. Clinic Preparation Activities. Unless otherwise expressly provided in the Statement of Work, then:

(a) **General Access.** Client shall provide Service Provider and Service Provider Personnel with a right of access to and the exclusive use of the Premises together, if applicable, with the use of common hallways and access ways, as may be reasonably necessary to arrange the provision of Services. Client shall ensure that the Clinic space is fully operational on, or prior to, the Clinic Commencement Date and at all times during the Term (defined below) of this Agreement. Client shall comply with Law and all permits, licenses, or other approvals for the modification or use of the Clinic. To the extent deemed reasonably necessary by Client in its commercially reasonable discretion, Participants and Service Provider Personnel shall comply with certain access protocols put in place by Client, provided, however, Client shall exercise reasonable efforts to design and enforce such protocols so as to minimize any interference with the provision of Services.

(b) **Signage.** If applicable, Client shall be responsible for ensuring proper display of all non-clinical signage including workplace safety and informational disclosures required by Law regarding the installation, size, and visibility of interior and exterior signage for the Clinic.

3.2. Staffing & Scheduling.

(a) **Staffing.** Client shall provide Service Provider Personnel with appropriate orientation to Client's facility and any general policies that shall apply to the Clinic Team as a part of Client's culture and workplace environment. Client shall also ensure Service Provider Personnel assigned to the Clinic are afforded the same workplace protections as Client's visitors and invitees with regards to safety, discrimination, and harassment.

(b) **Hours of Operation.** Client shall provide Participants and Service Provider Personnel with access to the Clinic during all agreed upon hours of operation. Client shall make reasonable efforts to ensure employees who are Participants have the ability to visit the Clinic during work hours without penalizing the employee financially or otherwise. Client shall assist Service Provider in communicating hours of operation to Participants and shall assist, as requested by Service Provider, in sending any notifications to Participants regarding changes in the hours of operation.

3.3. Clinic Operation. Client acknowledges that the aforementioned Client goals of reducing health care costs, decreasing lost productivity due to illness related absences, and obtaining quality health outcomes for Participants are only achievable pursuant to this Agreement through active utilization of the Clinic by Participants. Client therefore agrees to support the Clinic in the following manner:

(a) **Client Leadership.** Client shall use its good faith best efforts to positively promote the Clinic and to raise awareness of the range of Services available to Participants at the Clinic.

(b) **Health Plan Design.** If Client adopts a High Deductible Health Plan ("HDHP") which requires adoption of copays or additional charges for Clinic visits, Client agrees to set fair and reasonable charges for Clinic visits in collaboration with Service Provider.

(c) Employee Education. Client shall collaborate with Service Provider in the distribution of educational materials, conducting health and wellness information sessions, promoting health awareness, and encouraging healthy habits as part of a broader program to positively influence the health of Client's employees and their dependents.

Work then: (d) Clinic Facilities. Unless otherwise expressly provided in the Statement of

i. Clinic Maintenance. Unless otherwise mutually agreed with Service Provider, Client shall be responsible for all general maintenance and routine cleaning of the Clinic on a schedule and in a manner consistent with generally accepted practices for maintenance and cleaning of health care facilities. Client and Service Provider shall cooperate to ensure all maintenance and cleaning staff, vendors, and contractors are available for training regarding working within a health care clinic environment where medical equipment and medical hazards exist, which can include, without limitation, chemicals, pharmaceuticals, materials that cause allergic reactions (e.g. latex), and other physical agents (e.g. needles). Service Provider will provide instruction and information to Client and its maintenance and cleaning representatives regarding the Clinic precautions, generally accepted practices for maintenance and cleaning of health care facilities, and the requirements for working in a health care clinic environment. If any maintenance is necessary with respect to the Premises that Service Provider determines in its reasonable discretion is materially affecting or could materially affect the safety or quality of the Clinic or Service Provider's ability to perform the Services at the Clinic, including without limitation, with respect to temperature of running water, electricity spikes or short circuiting, leaking water, damages or contamination from a previous condition such as fire or leaking water, condition of the Clinic structure or footpaths, obstacles to Clinic entrance or egress, contamination, presence of debris or other hazardous condition, or noxious fumes or odors, then, in any case, Service Provider shall be permitted to perform or retain a contractor to perform such actions as are reasonably necessary to effectuate the maintenance, replacement, or repair and Service Provider's costs and expenses of doing so shall be a Reimbursable Expense for which Client is obligated to reimburse to Service Provider, provided, however that: (a) Service Provider first delivers to Client at least five (5) business days' prior notice that Service Provider intends to make the necessary maintenance, repair, or replacements and Client does not commence such maintenance, replacement, or repair by the end of such five (5) business day period and continues to diligently prosecute the same to completion; or (b) if the nature of the maintenance, repair, or replacement is a bona fide emergency involving an immediate and imminent danger to life, health, or property or material interference with the performance of Services at the Clinic, then the five (5) business day period shall be reduced appropriately under the circumstances as determined by the Service Provider in its reasonable discretion.

ii. Utilities. Client shall be responsible for all utilities supplied to the Clinic Premises, including without limitation, electricity, gas, water, sewer (including, any sanitary and storm sewers), trash removal, telephone,

internet, and cable, together with any taxes thereon; provided, however, that if requested by Service Provider, Client agrees to use the Service Provider's or its vendor's voice over internet protocol (VOIP) or other IP telephony systems at no additional cost to Client. Utilities shall be carried in the Client's name unless otherwise mutually agreed with Service Provider, and, in any case, utilities shall be directly billed to and paid by Client.

- iii. Dedicated Network. Client shall provide access to a secure and dedicated WIFI compatible network, through which Service Provider will establish its own internal network for use in providing services under this Agreement. In accordance with HIPAA, other Law, and other federal, state, and local privacy and security requirements, Client agrees not to access or maintain any data transmitted across the internal Service Provider network, and Client agrees that Service Provider will maintain exclusive physical control of computers and exclusive access to the content on the computers throughout the term of this agreement. Client agrees to comply with Law in the event of any security breach of the WIFI compatible network maintained by Client.
- iv. Clinic Security. Client and Service Provider shall use their respective good faith best efforts to ensure the Clinic remains secure and that limited individuals have access to the Clinic when Service Provider Personnel are not present. Client shall disclose to Service Provider any individual who does have access to the Clinic. Client will be solely responsible for maintaining and securing the safety of the Clinic outside of Clinic hours. Client and Service Provider will be jointly, but not severally, responsible for maintaining and securing the safety of the Clinic during Clinic hours.

(e) Client Policies. Client will notify Service Provider in writing of Client policies applicable to the Service Provider Personnel.

3.4. Provision of Data. Client acknowledges that Client's provision of accurate, timely, and complete data to Service Provider, for Service Provider's use, is critical to the success of the Clinic and essential to achieving the aforementioned Client goals. **In the event this Agreement is subject to Performance Guarantees and such Performance Guarantees are documented in Statement of Work, then Client acknowledges that the successful and timely transfer of the data described herein is a condition precedent to the application of the Performance Guarantee described in Statement of Work and its Exhibits.** Therefore, Client agrees to use its good faith best efforts to provide, or to cause the appropriate third-party vendor of Client or health insurance plan to provide, to Service Provider the following data, electronically and in a manner consistent with the data and transmittal requirements defined on Statement of Work and its Exhibits:

(a) Three (3) years of Client's historic Claims Data and Enrollment Data, provided no later than fifteen (15) days following the Clinic Commencement Date.

(b) Quarterly ongoing Claims Data and Enrollment Data, within thirty (30) days of the completion of each calendar quarter's end.

(c) Updated rosters of Participants, which include all of the Enrollment Data described in Statement of Work and its Exhibits, to be provided monthly or more frequently as may be agreed by the Parties, and delivered monthly or as otherwise set forth in the Statement of Work and its Exhibits .

3.5. Client Contract Manager. Client shall cooperate with Service Provider in all matters relating to the operation of the Clinic, and appoint, in its discretion, a Client employee to serve as the primary contact with respect to this Agreement, and who will have the authority to act on behalf of Client with respect to matters pertaining to this Agreement (the “Client Contract Manager”). The Client Contract Manager will (a) respond promptly to any request from Service Provider to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Service Provider and its Physicians and Clinicians to perform Services in accordance with the requirements of this Agreement, and not unreasonably withhold, condition, or delay such actions; and (b) ensure that the Clinic is maintained in a secure manner and safeguarded against unauthorized access or entry, if applicable.

4. TERM. Services will commence on the Effective Date (as set forth in Statement of Work) and continue for a period set forth in Statement of Work (the “Initial Term”). After the Initial Term, this Agreement will automatically renew on the terms and conditions set forth in Statement of Work (each, a “Renewal Term”). The Initial Term and any Renewal Term(s) are collectively referred to as the “Term” of this Agreement.

5. TERMINATION; EFFECT OF TERMINATION.

5.1. Termination.

(a) Termination for Insolvency. Any Party may terminate this Agreement upon written notice to the other Party, if the other Party: (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law, which is not fully stayed within seven business days or is not dismissed or vacated within sixty (60) days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(b) Termination for Cause by Client. Client may terminate this Agreement upon no less than sixty (60) days’ written notice to Service Provider upon the occurrence of any of the following events: (i) Service Provider fails to maintain the insurance required under Section 13.2 (Insurance) of this Agreement and to cure such failure within thirty (30) days after receipt of written notice from Client; (ii) the indictment or conviction of Service Provider of a criminal offense related to health care, or Service Provider is listed by a federal agency as being debarred or excluded from federal health care program participation; or (iii) Service Provider fails to remove an ineligible Physician or Clinician in accordance with Section 2.2(c) of this Agreement within thirty (30) days of Service Provider’s Knowledge of such a Physician’s or Clinician’s ineligibility; or (iv) Service Provider breaches a material provision of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice from Client that identifies the breach with specificity and cites this Section 5.1(b).

(c) Termination for Cause by Service Provider. Service Provider may terminate this Agreement upon no less than sixty (60) days’ written notice to Client, if (i) there is a material

change in the general demographics or makeup of Participants such that the assumptions and/or bases for Service Provider's provision of Services and determination of commercial reasonableness of this Agreement become inaccurate in any material respect, or (ii) Client breaches a material provision of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the breach from Service

(d) Termination Without Cause by Either Party. Either Service Provider or Client may terminate or not renew this Agreement without cause at the conclusion of the Initial Term or the Renewal Term, with the notices and on the conditions as set forth in the Statement of Work.

5.2. Effect of Termination. Upon expiration or termination of this Agreement for any reason each Party shall: (a) return to the other Party all property of the other Party including but not limited to documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the other Party's Confidential Information, (b) permanently erase all of the other Party's Confidential Information from its computer systems, and (c) certify in writing to the other Party that it has complied with the requirements of this clause; provided, however, Service Provider shall have the right to retain copies of any Participant records created during the Term to the extent permitted or required by applicable Law. In addition, upon notice of expiration or termination of this Agreement for any reason prior to the completion of the Initial Term, the Performance Guarantee described in Statement of Work and its Exhibits shall be void, and no further credits or payments shall be due to Client with respect to the Performance Guarantee or otherwise.

5.3. Final Invoice. Within one hundred twenty (120) calendar days after any termination or expiration, Service Provider shall submit to Client a complete, final and itemized invoice for all unpaid fees accrued, incurred or otherwise due under this Agreement ("Final Invoice"), if any. Upon payment of the Final Invoice, Client will have no further liability or obligation to Service Provider for any further fees, expenses, or other payments arising under this Agreement.

5.4. Medical Charts and Records. All medical records, documentation, and patient charts (collectively, "**Patient Records**") generated by Service Provider shall be retained by Service Provider to the extent permitted or required by Law. Upon written request by patient, or in the event of termination and with consent of the patient, then, but only in compliance with Law at the time of the request or consent given, Service Provider shall issue a copy of Patient Records to a HIPAA covered entity selected by the patient. In the event of termination and, if following termination Client replaces Service Provider with a third-party provider of services similar to Service Provider ("**Replacement Provider**"), then Service Provider shall cooperate with Client in good faith in order to transfer copies of Patient Records to Replacement Provider, provided that (a) Replacement Provider agrees to execute a medical records custodianship agreement with Service Provider, and (b) such a transfer of Patient Records complies with Law at the time of transfer.

5.5. Survival. The rights and obligations of the Parties set forth in Sections 5, 6, 7, 8, 9, 10, and 13 and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

6. FEES AND EXPENSES; PAYMENT TERMS.

6.1. Implementation Fee. Client will pay an implementation fee as set forth in Statement of Work and its Exhibits, payable in the manner set forth in the Statement of Work and its Exhibits. The Implementation Fee shall cover administrative and operational fees of Service Provider related to activities such as Client and the Clinic site visits, Clinic Team recruiting, travel, and onboarding activities, initial Client employee engagement and educational activities, Client data integration work and analysis, the Clinic software configuration, procurement of the Clinic Equipment and initial Clinic Set Up Supplies, and other activities necessary to achieve the target Clinic Commencement Date.

6.2. Clinic Facility, Equipment & Clinic Set Up Supplies. Service Provider shall procure the Clinic Equipment and Clinic Set-Up Supplies for the Clinic(s) as necessary. Service Provider shall invoice Client for all Clinic Equipment, and Clinic Set Up Supplies at Cost and Client shall compensate Service Provider for all reasonable, approved Clinic Facility expenses, Equipment, and Clinic Setup Supplies (as further set forth in this Agreement and its incorporated Exhibits) and shall pay all invoiced amounts due to Service Provider as set forth in Statement of Work and its Exhibits.

6.3. Monthly Service Fees. In addition to any other amounts due hereunder, in consideration of the provision of Services, Client shall pay the Monthly Service Fees to Service Provider throughout the Term. Service Provider shall issue a monthly invoice for the Monthly Service Fees. Monthly Services Fees shall be pro-rated for any partial month in the Term. Client shall pay all invoiced amounts due to Service Provider as set forth in Statement of Work and its Exhibits.

6.4. Reimbursable Expenses. Client shall be responsible for the payment of Clinic reimbursable expenses as set forth in Statement of Work.

6.5. Fee Adjustments. Service Provider may increase Monthly Service Fees as set forth in the applicable Statement of Work. In addition, Service Provider and Client may negotiate in good faith an increase to the Monthly Service Fees prior to the expiration of then current Term

6.6. Books and Records; Review. Service Provider shall maintain accurate and complete books and records documenting its reimbursable expenses for which Client is obligated to reimburse to Service Provider. Client and its representatives shall have the right, upon reasonable written notice to Service Provider, to request supporting documentation related to such reimbursable expenses for which Client is obligated to reimburse to Service Provider.

6.7. Taxes. Client shall be responsible for all sales, use, and excise taxes, personal property taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Client hereunder; provided that in no event shall Client pay or be responsible for any taxes imposed on, or with respect to income, revenues, gross receipts, personnel or real or personal property or other assets of Service Provider.

7. CONFIDENTIAL INFORMATION.

7.1. Disclosure. The Parties acknowledge that, in the course of the performance of this Agreement, one Party (the “Disclosing Party”) may find it necessary or desirable to disclose or permit access to Confidential Information to the other Party (the “Receiving Party”) and its personnel. Disclosing Party’s disclosure of, or provision of access to, Confidential Information to

Receiving Party's personnel is solely for the purposes of carrying out this Agreement and for no other purpose.

7.2. Confidential Treatment. Confidential Information disclosed to a Receiving Party shall be held in confidence by the Receiving Party and not disclosed to others or used except as expressly permitted under this Agreement or as expressly authorized in writing by the Disclosing Party. Each Party will use the same degree of care to protect the other Party's Confidential Information as it uses to protect its own information of like nature, but in no circumstances less than reasonable care. Each Party shall not reverse engineer, disassemble, or decompile Confidential Information nor create derivative works therefrom except as provided in this Agreement and the Statement of Work and its Exhibits.

7.3. Allowances. Notwithstanding anything to the contrary in this Section 7, Confidential Information may be disclosed by a Receiving Party: (a) to those of its employees, agents, and consultants who require it in connection with their duties on a need-to-know basis and who are contractually or legally obligated to hold such Confidential Information in confidence and restrict its use consistent with the Receiving Party's obligations under this Agreement; (b) to the Receiving Party's auditors, outside counsel, accountants and other similar business advisors, or in connection with an actual or prospective sale or transfer of assets; and (c) to the extent required by Law, pursuant to a subpoena, or order of a court or other government authority, provided that: (i) to the extent permitted by law or such legal process, the Receiving Party provides the Disclosing Party with sufficient advance notice of such disclosure requirement or obligation to permit Disclosing Party to seek a protective order or other appropriate remedy protecting its Confidential Information from disclosure; and (ii) Receiving Party limits the release of the Confidential Information to the greatest extent possible under the circumstances.

7.4. Exceptions. Obligations under this Section 7 shall not apply to information which: (a) was in the public domain or generally available to the public prior to receipt thereof by the Receiving Party from the Disclosing Party, or which subsequently becomes part of the public domain or generally available to the public other than by reason of any wrongful act of the Receiving Party or an employee or agent of the Receiving Party; (b) was in the possession of the Receiving Party without breach of any obligation hereunder to the Disclosing Party prior to receipt from the Disclosing Party; (c) is later received by the Receiving Party from a third party, unless the Receiving Party knows or has reason to know of an obligation of secrecy of the third party to the Disclosing Party with respect to such information; (d) is developed by the Receiving Party independent of such information received from the Disclosing Party; or (e) has previously been disclosed by the Disclosing Party to third parties without obligation of secrecy.

7.5. Remedies. If the Receiving Party or its personnel has disclosed, or is threatening to disclose, any Confidential Information in breach of this Agreement, the Disclosing Party shall be entitled to seek an injunction to prevent the Receiving Party personnel from disclosing Confidential Information, or to prevent the Receiving Party personnel from providing any services to any third party to whom such Confidential Information has been or may be disclosed, without the necessity of posting a bond. The Disclosing Party shall not be prohibited by this provision from pursuing other remedies, including a claim for losses or damages.

7.6. Aggregated Data. Client grants to Service Provider a nonexclusive, perpetual, irrevocable, transferable, paid-up, royalty-free right and license (with right to grant sublicenses) to copy, process and use the Client Confidential Information to perform the Services. Company authorizes Service Provider to De-Identify Client Confidential Information to create a De-Identified data set and further authorizes Service Provider to aggregate the De-Identified Client Confidential

Information with De-Identified data from other sources in a manner reasonably designed to prevent Service Provider and any other third party from using the De-Identified Client Confidential Information to analyze the particular characteristics of Company's business (as de-identified and aggregated, "Aggregated Data"). Client grants Service Provider a nonexclusive, perpetual, irrevocable, transferable license to employ data analytics on, create derivative works of, and otherwise practice and use the Confidential Information made part of the Aggregated Data and authorize others to do so. Subject to Client's sole continuing ownership of Client's Confidential Information, Service Provider will own all rights in patents, copyrights, trade secrets, trademarks, service marks, databases, moral rights, author's rights and any other intellectual or industrial property rights of any nature arising under applicable law in solutions and services that it creates using Aggregated Data. Company grants Service Provider a nonexclusive, perpetual, irrevocable, transferable, paid-up, royalty-free license (with right to grant sublicenses) to employ data analytics on, create derivative works of, and otherwise practice and use the Confidential Information made part of the Aggregated Data and authorize others to do so. Subject to Company's sole continuing ownership of Company's Confidential Information, Service Provider will own all rights in patents, copyrights, trade secrets, trademarks, service marks, databases, moral rights, author's rights and any other intellectual or industrial property rights of any nature arising under applicable law in solutions and services that it creates using Aggregated Data

8. MUTUAL REPRESENTATIONS AND WARRANTIES. Each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering; (b) it has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted hereunder and to perform its obligations hereunder; (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Party; and (d) when executed and delivered by such Party, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

9. INDEMNIFICATION.

9.1. Indemnification by Service Provider. Service Provider shall defend, indemnify, and hold Client, Client's Affiliates, and their respective officers, directors, employees, agents, successors, and permitted assigns (each, a "Client Indemnitee") harmless from and against all Losses awarded against a Client Indemnitee in a final, non-appealable judgment arising out of or resulting from any third-party claim, suit, action, or proceeding (each, an "Action") arising out of or resulting from, except to the extent caused by or attributable to the acts or omissions of Client or its agents, employees or contractors (other than Service Provider): (a) acts or omissions of Service Provider or its Clinic Team; (b) Service Provider's material breach of any representation, warranty, or obligation set forth in this Agreement; (c) the provision of Services by Service Provider's Clinic Teams; (d) any discrimination, alleged failure to comply with applicable labor laws, or regulations related to wages and salaries, wrongful termination, denial of due process, or any other labor-related cause of action resulting from its replacement, discipline, termination, or other conduct of or against Service Provider Personnel; or (e) any claims or actions by, on behalf of, or related to, any prospective, then-current or former employees of Service Provider based on their potential, current or past employment with Service Provider or any termination or separation from Service Provider, including: (i) any claim arising under occupational health and safety, worker's compensation, ERISA or other Law; or (ii) any claim based on a theory that Client is an employer or joint employer of any such individual.

9.2. Indemnification by Client. Client shall defend, indemnify, and hold harmless Service Provider, its affiliated Persons, and their respective officers, directors, managers, members, principals, consultants, contractors, subcontractors, administrators, employees, agents, successors, and permitted assigns (each, a “Service Provider Indemnitee”) from and against all Losses awarded against a Service Provider Indemnitee in a final, non-appealable judgment arising out of or resulting from any third-party Action arising out of or resulting from: (a) any bodily injury, illness, or death of any person or damage to real or tangible, personal property resulting from the negligent or more culpable acts or omissions of Client or its agents, subcontractors, consultants, employees, or others acting on the Client’s behalf or at the Client’s direction; (b) Client’s inaccuracy, failure, or breach of any representation, warranty, covenant, or obligation of Client in this Agreement; (c) any failure to comply with the Employee Retirement Income Security Act, Social Security Act, laws relating to the provision insurance, or other Law; or (d) any claims or actions by, on behalf of, or related to, any prospective, then-current or former employees of Client based on their potential, current or past employment with Client or any termination or separation from Client.

9.3. Procedure. The Party seeking indemnification hereunder shall promptly notify the indemnifying Party in writing of any Action and cooperate with the indemnifying Party at the indemnifying Party’s sole cost and expense. The indemnifying Party shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend the same, at the indemnifying Party’s sole cost and expense. The indemnifying Party shall not settle any Action in a manner that adversely affects the rights of the indemnified Party without the indemnified Party’s prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. The indemnified Party’s failure to perform any obligations under this Agreement shall not relieve the indemnifying Party of its obligations under this Agreement except to the extent that the indemnifying Party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified Party may participate in and observe the proceedings at its own cost and expense.

9.4. Limitation of Liability. Except as may be provided for in this Section 9, in no event shall either Party be liable for any special, incidental, consequential, indirect, exemplary, or punitive damages suffered by the other Party or any other third party. Notwithstanding any provision hereof to the contrary, neither Client’s nor Service Provider’s aggregate liability under this Agreement shall exceed the total amount paid or otherwise due and payable by Client to Service Provider under this Agreement during the twelve (12) month period preceding the accrual of the claim.

9.5. No Double Recovery. In addition to and subject to Section 9.4 above, no indemnitee hereunder shall be entitled to recover the amount of any Losses suffered by such indemnitee more than once under all such agreements in respect of such fact, event, condition or circumstance, including without limitation, under any insurance policy the indemnitee has obtained, and an indemnifying Party shall not be liable with respect to indemnification. to the extent the indemnitee has otherwise been compensated on a dollar-for-dollar basis for such Losses.

10. NON-SOLICITATION.

10.1. Non-Solicitation of Physicians. Physicians and Clinicians supplied by Service Provider to Client have been, or will be, recruited at significant time and expense by Service Provider and Service Provider has a compelling interest in maintaining its contractual relationships and expectancy of future contractual relationships with such individuals. Client

covenants that it, its employees, agents, or representatives shall not, during the Term and for a period of twelve (12) months after the effective date of any termination or expiration of this Agreement, directly or indirectly: (a) make offers or contracts of employment to, nor offer or contract for services with Subject Persons, nor (b) encourage, entice, or induce Subject Persons to leave or terminate their employment or contractual relationships with Service Provider.

10.2. Non-Solicitation of Client Employees. Service Provider covenants that it, its employees, agents, or representatives including Physicians and Clinicians shall not, during the Term and for a period of twelve (12) months after the effective date of any termination of this Agreement, make offers or contracts of employment or offer or contract services with health-related employees of Client.

10.3. Exclusion. This restrictions in Sections 10.1 and 10.2 shall not apply to any Person who replies to a job posting published in the general media not directed to any specific Person.

10.4. Equitable Relief. The Parties acknowledge that the breach or threatened breach of any of the covenants set forth in this Section 10 would result in immediate and irreparable injury to the non-breaching Party, and that damages and remedies at law alone would be an inadequate remedy. Accordingly, the Parties agrees that in addition to any rights or remedies at law or in equity available to the non-breaching Party for a breach of this Section 10, the non-breaching Party shall be entitled to seek injunctive relief to enforce the obligations in this Section 10 without the necessity of posting a bond. Nothing herein shall be construed as waiving, limiting, or prohibiting the non-breaching Party from pursuing any other legal or equitable remedies that may be available to it for any such breach or threatened breach.

11. FORCE MAJEURE.

No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments to the other Party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected Party's control, including, without limitation any acts of God; flood, fire or explosion; war, invasion, riot, or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; national or regional emergency; strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the Party's own employees or contractors; compliance with any law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including but not limited to imposing an embargo, export or import restriction, quota or other restriction or prohibition, or failing to grant a necessary license or consent; shortage of adequate power or telecommunications or transportation facilities; or any other event which is beyond the control of such Party (each of the foregoing, a "Force Majeure Event"). A Party whose performance is affected by a Force Majeure Event shall give notice to the other Party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event. During the Force Majeure Event, the non-affected Party may similarly suspend its performance obligations until such time as the affected Party resumes performance.

12. EFFECT OF NEW AND EXISTING LAWS AND CHANGE OF CONDITIONS.

12.1. Renegotiate in Good Faith. The Parties agree to attempt to renegotiate this Agreement upon the occurrence of any of the following events: (a) if either Party would be

materially and adversely affected by continued performance as a result of change in Law which require that one Party comply with a Law contrary to the Party's prior reasonable understanding; (b) any material portion or provision of this Agreement be declared illegal or in violation of any Law by any court or state or federal agency of competent jurisdiction; (c) Client or Service Provider receive notice from any federal or state agency that, in such agency's opinion, any material provision or provision of this Agreement is in violation of any federal or state statute, law, or rule or regulation, or official opinion; or (d) by Service Provider, at its discretion, if Client is engaged in a transaction or corporate reorganization which involves a material change to its operations where the result would frustrate the Parties' prior reasonable understandings concerning this Agreement.

12.2. Cooperation and Notice. The Party affected under Section 12.1 must promptly notify the other Party of the change, required compliance, official notice, or evidence of violation, and its desire to renegotiate this Agreement in order to address the occurrence of one or more of the events enumerated in Section 12.1(a)-(d) above. If the Parties hereto are unable to agree in good faith on a modification to such portion or provision of this Agreement, which modification does not materially alter a material benefit of the original Agreement enjoyed by either Party, and if an amendment to this Agreement is not executed within thirty (30) days of receipt of the renegotiation notice, the Party adversely affected shall have the right to immediately terminate this Agreement upon written notice to the other Party.

13. MISCELLANEOUS.

13.1. Further Assurances. Each Party shall, upon the reasonable request, and at the sole cost and expense of the other Party, promptly execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

13.2. Insurance.

(a) Service Provider shall maintain professional liability insurance covering Clinic Teams providing Services at Clinic, at limits appropriate for the jurisdiction. For illustrative purposes, Service Provider may maintain policies in the following limits: One Million Dollars (\$1,000,000.00) per claim and Three Million Dollars (\$3,000,000.00) annual policy aggregate, though amounts may vary subject to regulatory requirements and Service Provider makes no guarantees regarding specific coverage amounts and limits that may be maintained at any given time.

(b) Client shall maintain comprehensive general liability insurance and all risk property damage insurance in an amount equal to the full replacement value of the Clinic buildings.

13.3. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

13.4. Publicity. Service Provider may not use the name of Client in any news release, public announcement, advertisement or other form of publicity outside of the operational needs of the Clinic, without the prior written consent of Client, which shall be deemed given for similarly situated items responsive to the request. Service Provider may use the name of Client as Required for the operational needs of the Clinic without such prior consent.

13.5. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when personally delivered (with written confirmation of receipt); (b) one day after deposit with a nationally recognized overnight courier for overnight delivery (receipt requested); or (c) on the third day after the date deposited in the U.S. mails, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses indicated below (or at such other address for a Party as shall be specified in a notice given in accordance with this section).

If to, Service Provider:

Proactive MSO, LLC
Attn: Chief Executive Officer
124 Allwood Court
Simpsonville, SC 29681

If to Client: then to address specified in Statement of Work.

13.6. Interpretation. For purposes of this Agreement: (a) the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Sections, Schedules, and Exhibits refer to the Sections of, Schedules and Exhibits attached to this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.

13.7. Entire Agreement. This Agreement, together with all Schedules and Exhibits and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and those of any Schedule, Exhibit, the following order of precedence shall govern: (a) first, this Agreement, exclusive of its Exhibits and Schedules; (b) second, any Exhibits and Schedules to this Agreement.

13.8. Assignment. No Party may assign, transfer or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed; provided that upon prior written notice to the other Parties, a Party may assign this Agreement to an Affiliate of such Party or to a successor of all or substantially all of the assets of such Party through merger, reorganization, consolidation or acquisition. No assignment shall relieve the assigning Party of any of its obligations hereunder. Any attempted assignment, transfer or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

13.9. Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is

intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

13.10. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

13.11. Amendments. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

13.12. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

13.13. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the US state in which the Services are primarily performed ("State") without giving effect to any choice or conflict of laws provision or rule that would cause the application of Laws of any jurisdiction other than those of the State. Any legal suit, action or proceeding arising out of or related to this Agreement or Services provided hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State.

13.14. Waiver of Trial by Jury. Each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

13.15. Equitable Relief. Each Party acknowledges that a breach by a Party of Section 7 above may cause the non-breaching Party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching Party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching Party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

13.16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

"Service Provider"

Proactive MSO, LLC

By: _____

Name: _____

Title: _____

"Client"

Monroe County Government, State of Indiana

By: _____

Name: _____

Title: _____

STATEMENT OF WORK

This Direct Primary Care Healthcare Services Statement of Work (“**Statement of Work**”) is entered into by and between Service Provider (as defined below) and Client (as defined below and, together with Service Provider “**Parties**”) as of the Effective Date. Capitalized terms used and not defined in the context in which they are used have the meanings set forth in Section 1 (Definitions) of the Employer Sponsored Direct Primary Care Agreement (the “**Agreement**”), and this is the Statement of Work referenced therein.

BACKGROUND

Client desires to provide quality primary care services to its employees and eligible Participants in order to obtain quality health outcomes with convenient access to health care services. Client desires to engage Service Provider, and Service Provider desires to be so engaged, to provide the Services set forth below.

1. GENERAL TERMS

1.1. Service Provider. Proactive MSO, LLC

1.2. Client. Monroe County Government, State of Indiana

1.3. Clinic Location and Available Hours. Participants will have access to the following Clinic Locations and Available Hours:

CLINIC LOCATION	AVAILABLE HOURS OF SERVICES
Monroe County Government Health Center	40 hours per week, excluding Holidays
Currently located at: 119 W 7TH STREET BLOOMINGTON, IN 47404	

1.4. Hours of Operation. Hours will be varied across locations, Monday through Friday, excluding Holidays, as further agreed by authorized representatives of the Parties.

1.5. Effective Date. The date Client enters into this Agreement.

1.6. Term. The term of this Agreement will commence on the Effective Date and will expire 60 months from the Effective Date (“**Initial Term**”). The Parties understand and agree the Performance Guarantees in Exhibit D shall be measured and the fees placed at-risk shall apply to Monthly Services Fees solely paid over the first 36 months of the Initial Term, and shall be measured only across the first 36 months of the Initial Term (the “**Guarantee Term**”) and not the remainder of the Initial Term or any Renewal Term.

1.7. Renewal Term. Upon expiration of the Initial Term, and upon the expiration of each Renewal Term (as hereinafter defined), this Agreement will automatically renew for an additional, consecutive 12-months period (each, a “Renewal Term”) unless either Party provides written notice to the other Party of its intent not to renew the Agreement at least 120 days’ prior to the expiration of the then-current Initial or Renewal Term.

1.8. Additional Termination Provisions. None.

1.9. Special Conditions. None.

1.10. Special Exemptions from Base Terms. None.

1.11. Client Contact Information for Legal and Clinic Operation Purposes.

Client Name:

Attention Of (if applicable):	E. Sensenstein
Department (if applicable):	Employee Services
Street Address:	100 W Kirkwood Avenue, Room 310
City, State, ZIP:	Bloomington, IN 47404

1.12. Client Contact Information for Billing Purposes.

Client Name:

Attention Of (if applicable):	E. Sensenstein
Department (if applicable):	Employee Services
Street Address:	100 W Kirkwood Avenue, Room 310
City, State, ZIP:	Bloomington, IN 47404

EXHIBIT A: SERVICES

1. DIRECT PRIMARY CARE SERVICES (DPC Services): Service Provider will operate a primary care clinic that will provide certain diagnosis and treatment services for acute and chronic illnesses, preventative health services and screenings, patient education, and chronic disease management, within the scope of training and licensing of Service Provider Personnel. Examples of such services include the following:

(a) **Chronic Care:**

- (i) Hypertension / Cerebrovascular Disease
- (ii) Diabetes / Hypothyroidism / Obesity
- (iii) Coronary Artery Disease / Congestive Heart Failure / Atrial Fibrillation / Dyslipidemia
- (iv) Rheumatoid Arthritis / Osteoarthritis / Autoimmune Conditions
- (v) Chronic Kidney Disease
- (vi) Seizures / Migraines / Depression
- (vii) Chronic Obstructive Pulmonary Disease / Asthma / Tobacco Cessation
- (viii) Hepatitis / Fatty Liver Disease

(b) **Prevention:**

- (i) Health Risk Assessments / Annual Physicals / Wellness Visits
- (ii) Cancer screenings (as indicated by age & family history)
- (iii) Lifestyle Modification (based on risk factors)

(c) **Acute Care:**

- (i) Influenza / Shingles / Viral Syndromes
- (ii) Bronchitis / Pneumonia
- (iii) Sinusitis / Otitis Media / Streptococcal Pharyngitis
- (iv) Lacerations
- (v) Urinary Tract Infections

(d) **Labs:**

The drawing and processing of CLIA waived testing (labs) that can be performed at the Clinic including urinalysis, pregnancy test, strep test, influenza test A & B, urine for microalbumin, provider performed microscopy, glucose, and a lipid panel, as well as all non-CLIA waived labs that can be collected at the Clinic and sent to an external third party for processing.

(e) **Vaccinations:**

Influenza vaccines administered annually; others as indicated.

(f) **Procedures:**

as permitted by Clinicians' scope of practice, training, and equipment:

- (i) Skin Biopsies / Suturing / Cryotherapy
- (ii) Abscess Incision & Drainage
- (iii) Orthopedic splint application
- (iv) Phlebotomy / EKG / Spirometry / Ear Lavage

(g) **Medication Dispensing:**

Certain generic medications dispensed onsite, pursuant to applicable regulations.

2. PATIENT ADVOCATE SERVICES: If Patient Advocate Services are not elected, by mutual consent Parties may agree to add Patient Advocate Services at a later date. Patient Advocate Services mean certain patient assistance and advocacy services, as determined by Service Provider, and subject to relevant regulatory requirements and best practices. Provided by designated personnel, as further determined by Service Provider.

3. ADDITIONAL SERVICES: Client and Service Provider may, at any time and by mutual agreement, include additional services to be provided by Service Provider as part of this Agreement (“Additional Services”), which includes any requests for wellness or health fairs or events. Such Additional Services, including any additional fees and requirements that may arise from such Additional Services, shall be documented in-writing, as an addendum to this Agreement, in order to be incorporated into this Agreement. Additional Services, when incorporated into this Agreement, shall be subject to the terms and conditions of this Agreement, unless stated otherwise in the Additional Services addendum.

4. CLINIC TEAMS & HOURS OF CLINIC OPERATION:

4.1. Clinic Teams. The planned combination of Physicians, Clinicians, Patient Advocates, medical assistants, and other team members providing Services at the Clinic locations is as follows:

CLINIC LOCATION		CLINIC TEAM
Monroe County Government Health Center		1 Clinician (40 hours per week), supported by:
		<ul style="list-style-type: none"> • 1 Nursing Support Personnel • 1 Patient Advocate
Currently located at: 119 W 7TH STREET BLOOMINGTON, IN 47404		

(a) Definitions of Clinic Team Personnel:

- i. “Clinician” means either a Physician Assistant or a Nurse Practitioner.
- ii. “Nursing Support Personnel” means a registered nurse or a licensed practical nurse.
- iii. “Patient Advocate” means a licensed social worker or an individual with a degree (masters or bachelors) in social work.

(b) Clinic Team Allocation. Individual members of Clinic Team listed above may be allocated to different days and scheduled hours, as further agreed by Parties. The number of personnel listed above indicates individuals; however, it shall not be interpreted as full-time equivalency (for example “1 Personnel” represents one individual, who may be full-time or part-time, subject to Hours of Operations and other Clinic Team Allocation variables).

(c) Number of Clinic Team Personnel. The Clinic Team(s) listed above indicates either the roles or the certifications of specific personnel. Multiple personnel of same qualifications may be members of Clinic Team(s), as further agreed by Parties.

4.2. Hours of Operation: Hours will be varied across locations, Monday through Saturday, excluding Holidays, as further agreed by Parties, provided that the Parties agree that Participants will have access to the following Clinic Locations at the following Available Hours:

CLINIC LOCATION		AVAILABLE HOURS OF SERVICES
Monroe County Government Center	Health	40 hours per week, excluding Holidays
Currently located at: 119 W 7TH STREET BLOOMINGTON, IN 47404		

5. HOLIDAYS: The Clinic will be closed on, New Year’s Day, Martin Luther King Day, Good Friday, Memorial Day, Juneteenth, July 4th, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve, and Christmas Day. If the Holiday falls on Saturday, the Clinic will be closed on the Friday before the Holiday. If the Holiday falls on Sunday, the Clinic will be closed on the Monday following the Holiday. In addition, the Clinic will be closed on days designated by Client as a holiday. The Parties may modify the schedule of Holidays at any time, by mutual agreement.

6. OUT OF SCOPE. Services not stated herein are deemed to be outside of the scope of the Services; *provided, however*, that all the acts, services, tasks, subtasks, deliverables or work reasonably necessary to provide the Services expressly stated herein shall be deemed to be within the scope of Services, other than the Reimbursable Expenses. Client acknowledges that implementation and set up services are expressly excluded from the scope of Services and will be addressed in a separate agreement or in the Agreement.

EXHIBIT B: FEES

1. **Monthly Service Fees:** Monthly Service Fees (or DPC Service Fees) include costs and expenses that arise from certain operational, logistical, and administrative services provided by Service Provider.

(a) **Monthly Service Fee Amount:** Client agrees to compensate Service Provider for the Monthly Service Fees in the following amounts:

<u>SERVICES</u>	<u>INVOICE AMOUNT</u>	<u>INVOICE FREQUENCY</u>
SERVICES INCLUDED INTO MONTHLY SERVICE FEES:	<p>For months 1-24 of the Initial Term: \$55,300 per month.</p> <p>For months 25-36 of the Initial Term: \$57,930 per month.</p> <p>For months 37-48 of the Initial Term: \$60,680 per month.</p> <p>For months 49-60 of the Initial Term: \$63,560 per month.</p> <p>For each Renewal Term thereafter, subject to the Scheduled Fee Adjustments as set forth in Section 4 below.</p> <p>In the event of a Material Change, subject to the Unscheduled Fee Adjustments as set forth in Section 5 below.</p>	Monthly
OTHER NON-REIMBURSABLE SERVICES WITH SPECIAL PAYMENT CONDITIONS	n/a	n/a

- (b) Services Included in Monthly Service Fees: costs and expenses that directly arise from the following Services are included in Monthly Service Fees:
- (i) Clinic Team labor, including salary, incentives, bonuses, payroll taxes, benefits, training, CME stipends, PTO, after-hours care, terminations, recruitment; onboarding, temporary staffing/coverage, and raises, as well as "Care Beyond the Walls" travel expenses for visiting patients in home, in hospital, or other venues
 - (ii) Direct Primary Care Services
 - (iii) Replenishment of basic consumable medical supplies utilized in the care of patients
 - (iv) Insurance coverage
 - (v) Relevant licensing
 - (vi) Patient engagement, marketing, and outreach
 - (vii) Technology, technology licensing, and maintenance
 - (viii) Services team
 - (ix) Direct service support
 - (x) Risk management
 - (xi) Community network development
 - (xii) Labs processed by Service Provider or Service Provider's laboratory partner, including individual labs that are invoiced to Service Provider by Service Provider's laboratory partner at or below the following rate: \$15 per individual lab or any lesser amount. Client agrees that any labs that are invoiced to Service Provider by Service Provider's laboratory partner at a rate exceeding \$15 per lab shall be considered a Reimbursable Expense and shall be reimbursed to Service Provider by Client as set forth in this Agreement.
 - (xiii) Planned Travel, which includes Service Provider's Regional Medical Director's, Account Manager's, or Operations Director's (or, in each case, equivalent personnel) planned quarterly trips to Client, as well as other Service Provider-initiated travel as needed to support the Clinic Team throughout the Term.
- (c) Services Not Included in Monthly Service Fees: any services and/or expenses that are either: (i) identified as "Reimbursable Expenses," or (ii) Additional Services as identified in Exhibit A, Section 3; or (iii) which are otherwise out-of-scope or otherwise identified in this Agreement as being optional, additional, or otherwise available for additional compensation, are not included in the Monthly Service Fees.

2. Reimbursable Expenses: Reimbursable Expenses include certain costs and expenses that are not included in the Monthly Service Fees. Service Provider shall invoice Client, and Client agrees to reimburse Service Provider for such Reimbursable Expenses at Cost.

- (a) Categories of Reimbursable Expenses: The following costs and expenses shall be considered "**Reimbursable Expenses**":
- (i) **Complex Labs and Other Excluded Labs; CLIA-Waived Laboratory Supplies**. Includes labs that are invoiced to Service Provider by Service Provider's laboratory partner at a rate of \$15.01 per lab or more, and all labs ordered by Service Provider Clinic Team in collaboration with a third-party community provider, provided that Service Provider is able to perform such Complex Labs at rates lower than Client's health plan rates. Also includes test kits and supplies used for processing any labs, such as urinalysis, pregnancy test, strep test, influenza test A & B, urine for microalbumin, provider performed microscopy, glucose, and a lipid panel, with respect to such laboratory supplies.
 - (ii) **Vaccinations & Immunizations**. Includes vaccinations and immunizations, such as TDAP, flu, or other specialized vaccinations, that are ordered by Service

Provider.

- (iii) **Pharmaceutical Items.** Includes medications dispensed by Service Provider on Premises, as part of Service Provider's medication dispensing services.
- (iv) **DME and Goods & Services Offered Through Third Party Vendors.** Includes durable medical equipment (DME) and other goods and services offered through third party vendors, including without limitation third-party pathology services that may be occasionally ordered by Service Provider's Clinicians for diagnostic purposes.
- (v) **Equipment Repair or Replacement:** Includes expenses related to repair or replacement of medical or office equipment (including but not limited to medical equipment, refrigerators, computers or network security equipment, or printers) that Service Provider determines in its discretion are needed to bring such equipment back to operating standards.
- (vi) **Negotiated Fees as Agreed by Client.** Service Provider may attempt to identify additional opportunities to reduce Client's health care spend, such as radiology, physical therapy, chiropractic care, behavioral health, and other specialty care. In the event that (i) Service Provider succeeds in negotiating service rates for external, third-party health services with third-party community providers ("**Negotiated Fees**"); (ii) such rates are more favorable than the rates available through Client's existing health plan; and (iii) *Client agrees to accept and reimburse Service Provider for such Negotiated Fees*, then includes such Negotiated Fees.
- (vii) **Other Expenses Service Provider Incurs as Requested by Client.** Such expenses include, without limitation:
 - a. *Filing Claims.* In the event Service Provider is required to file pharmacy or medical claims, includes the setup, monthly usage, and any transaction fees from such filings.
 - b. *Unplanned Travel.* Includes all reasonable, actual, and documented travel and out-of-pocket expenses incurred in connection with site visits requested by Client not in connection with Planned Travel (as defined in Section 1(b)(xiii) of this Exhibit B).
 - c. *Utilities.* In the event Client requires Service Provider to supply any utility services Required to operate the Clinic, then includes expenses of such services. Utilities include any utility service of any kind or nature to operate the Clinic, including without limitation, cleaning, telephone, electricity, gas, water, waste disposal (including, without limitation, biohazardous waste pickup, oxygen supply, patient health information destruction services, and internet services).

3. Payment of Fees. Client shall pay all invoiced amounts due to Service Provider within fourteen (14) calendar days of the date of the invoice. All payments hereunder shall be in U.S. dollars and made by Automated Clearing House electronic funds transfer (ACH) or wire transfer. All full or partial late payments shall bear interest at the lesser rate of one percent (1%) per month or the highest permissible rate under Law, calculated daily, and compounded monthly. Service Provider will not be required to charge the Participant or file claims with any third-party payer, unless required by Law.

4. Scheduled Fee Adjustment: Commencing on the first month of each Renewal Term, Service Provider may, in its discretion, increase the Fees by an amount **not to exceed** the product of CPI (as defined below) multiplied by the then current Fees. For removal of doubt, this increase

is not automatic, decisions to adjust fees will be made only at the Service Provider's reasonable discretion based on economic factors and (where feasible) with consultation with the Client, and in any case, subject to the not to exceed cap for any adjustment as set forth in the preceding sentence. For purposes of this Agreement, "CPI" is defined as the percentage equal to the greater of: (i) Consumer Price Index – All Urban Areas as maintained by the US Bureau of Labor Statistics; or (ii) 6%.

5. Unscheduled Fee Adjustments: The Parties agree that the fees set forth in this Agreement may also be adjusted in the event of a Material Change or as otherwise permitted under this Agreement.

- (a) Material Change: In the event a Material Change occurs during the Term of this Agreement, it shall trigger an adjustment to the Monthly Service Fees, and/or to any other Fees that are affected by such a Material Change. Any of the following events shall be considered a "Material Change":
- (i) In the event the Consumer Price Index – All Urban Areas as maintained by the US Bureau of Labor Statistics exceeds 8% annually during the Initial Term;
 - (ii) A request, legal requirement, or a mutually agreed decision to increase the amount of Clinic Team coverage hours.
 - (iii) A request, legal requirement, or mutually agreed decision to change the Clinic Team staffing model that causes addition of new Clinic Team members.
 - (iv) A request, legal requirement, or mutually agreed decision to add or materially change the services provided by Service Provider.
 - (v) Material changes in the composition of Participants that cause the assumptions used by Service Provider in entering into this Agreement to no longer be valid. Such a material change in the composition of Participants may include (but not limited to) changes in Participant population that cause materially different mix of health risks, history, or social determinants of health.
 - (vi) Any event occurs which would give Service Provider the right to terminate this Agreement pursuant to Section 5.1(a) (Termination for Insolvency) or 5.3(c) (Termination for Cause).
- (b) Effects of Material Change: In the event of a Material Change, the Parties shall negotiate and agree to a mutually satisfactory adjustment to the Monthly Service Fee (and/or to other affected Fees) prior to implementing changes to staffing or services due to such a Material Change. Such adjustments shall be documented in writing, as an addendum or an amendment to this Agreement. The Parties agree to undertake such a negotiation in good faith; and Client shall not unreasonably deny the necessary adjustments to fees in the event of a Material Change.

EXHIBIT C: DATA TRANSMITTAL REQUIREMENTS

1. **Data Files:** Medical claims data, pharmacy claims data, and enrollment data files must be in a machine-readable, flat file format compatible with Service Provider software systems. Documentation of file layout used and any definitions, descriptions, or formulas needed to understand the data elements must accompany all files. Data shall ALWAYS be transmitted in a secure manner consistent with NIST standards, and Client is responsible for Client and its vendors ensuring the secure delivery of data to Service Provider.

2. **Minimum Data Elements:** Client acknowledges that the following minimum data elements should be included in all files transmitted or otherwise provided to Service Provider in order to satisfy the successful and timely transfer of data requirements for which the Performance Guarantee described on Exhibit D is dependent.

(a) **Medical Claims Data**

- (i) Payer submitting payments
- (ii) Claim Number
- (iii) Service line Sequence Number
- (iv) Plan group code
- (v) Unique member ID
- (vi) Date claim was received by payer
- (vii) Claim Date of Payment
- (viii) Inpatient Admission Date - ccyyymmdd
- (ix) Inpatient Admission Type
- (x) Inpatient Admission Source
- (xi) Inpatient Discharge Date - ccyyymmdd
- (xii) Inpatient discharge Status - Code
- (xiii) Provider's Tax Id
- (xiv) Rendering/Attending Provider NPI
- (xv) Service Provider's First Name
- (xvi) Service Provider's Middle Name
- (xvii) Service Provider's Last Name or Organization Name
- (xviii) Service Provider's Name suffix
- (xix) Service Provider's Organization Name
- (xx) Service Provider's Specialty
- (xxi) Service Provider street address one
- (xxii) Service Provider street address two
- (xxiii) Service Provider's City
- (xxiv) Service Provider's State
- (xxv) Service Provider's Zip Code
- (xxvi) Bill Type (Institutional Only)
- (xxvii) Place of Service Code - Professional Only
- (xxviii) Claim Status
- (xxix) Inpatient Admitting Diagnosis
- (xxx) ICD-10 Principal diagnosis
- (xxxi) ICD-10 Additional diagnoses (up to 20)
- (xxxii) Length of stay for an inpatient hospital claim
- (xxxiii) NetPaid Amount as recorded on the claim payment record
- (xxxiv) Adjusted amount as recorded on the claim payment record
- (xxxv) Service line Benefit Code
- (xxxvi) Service line Revenue Code
- (xxxvii) Service line Procedure Code (CPT/HCPCS)
- (xxxviii) Service line Procedure Code Modifier(s)
- (xxxix) Service line From Date of Service ccyyymmdd
- (xl) Service line Through Date of Service ccyyymmdd
- (xli) Service line Count of Services Performed/Units of Service
- (xlii) Service line billed amount
- (xliii) Service line plan paid amount
- (xliv) Service line copayment
- (xlv) Service line coinsurance

- (xlvi) Service line deductible
- (xlvii) DRG Code
- (xlviii) Service line Penalty Amount
- (xlix) Service line Out-of-Pocket Amount
- (l) Service line Patient Responsibility
- (li) Service line Anesthesia Minutes
- (lii) This Claim Adjusted By Claim
- (liii) This Claim Adjusts Claim
- (liv) In-network / Out-of-network Indicator

(b) Pharmacy Claims Data

- (i) Payer/PBM submitting payments
- (ii) Unique member ID
- (iii) Prescription number
- (iv) Pharmacy NABP number
- (v) Pharmacy name
- (vi) Prescribing provider's NPI number
- (vii) Service (filled) date - ccyymmdd
- (viii) NDC package code
- (ix) Drug name
- (x) Drug strength
- (xi) Pricing unit
- (xii) Quantity dispensed
- (xiii) Days supply dispensed
- (xiv) Dispense-as-written indicator
- (xv) Dispensing fee
- (xvi) Plan paid amount
- (xvii) Copayment amount
- (xviii) Deductible amount
- (xix) Plan formulary ID
- (xx) Drug source (generic, multi-source brand, single-source brand)

(c) Enrollment Data

- (i) Payer submitting payments
- (ii) Unique member ID
- (iii) Subscriber's plan group code
- (iv) Subscriber's benefits plan type
- (v) Subscriber's site of employment (for multi-site clinic implementations)
- (vi) Member's relationship to subscriber (subscriber, spouse, child)
- (vii) Plan subscriber's member ID
- (viii) Member's first name
- (ix) Member's last name
- (x) Member's gender
- (xi) Member's date of birth
- (xii) Member's address
- (xiii) Member's zip code
- (xiv) Member's telephone number
- (xv) Member's e-mail address
- (xvi) Medical plan effective date
- (xvii) Medical plan term date
- (xviii) Rx plan effective date
- (xix) Rx plan term date
- (xx) Member's primary care provider name
- (xxi) Member's primary care provider Tax ID
- (xxii) Member's primary care provider NPI
- (xxiii) Member's primary care provider

EXHIBIT D: PERFORMANCE GUARANTEE

Service Provider agrees to place certain fees at-risk during the Guarantee Term, subject to the terms and performance criteria set forth in this Exhibit D (together, the “*Performance Guarantees*”).

1. Structure:

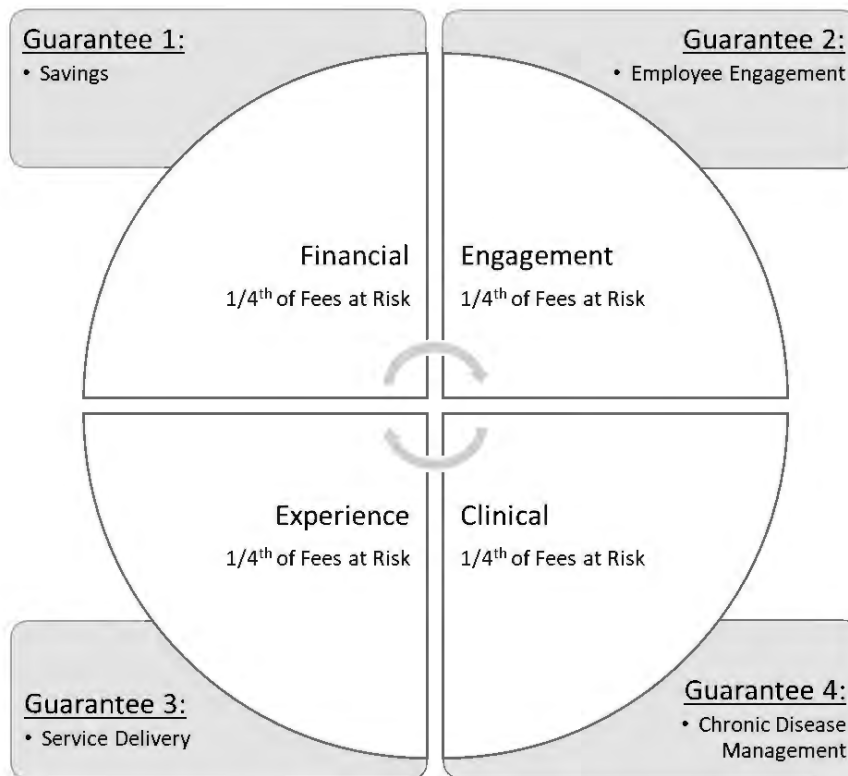
(a) **Fees at Risk:**

Service Provider will place up to twenty percent (20%) of its total DPC Services Fees across the Guarantee Term (the first 36 months of the Initial Term) at-risk (“*Fees at Risk*”), divided into four (4) Performance Guarantee categories. Each Performance Guarantee Category will account for 1/4th of Fees at Risk.

Note: *Fees at Risk include the above-stated percentage of the fixed DPC Services Fees only, and do not apply to any other sum paid or payable under the Agreement or the SOW. By way of example and not limitation, Fees at Risk do not apply to any reimbursable or pass-through expenses paid by Client to Service Provider.*

(b) **Performance Guarantee Categories:**

- i. **Financial:** (“*Savings*”) - subject to financial performance criteria.
- ii. **Engagement:** (“*Employee Engagement*”) - subject to patient participation criteria.
- iii. **Experience:** (“*Service Delivery*”) - subject to customer service criteria.
- iv. **Clinical:** (“*Chronic Disease Management*”) - subject to clinical criteria.



2. Category 1: Savings Performance Guarantee

Amount at-risk: 1/4th of Fees-at-Risk with respect to the Measurement Period (“*Category 1 Amount*”)

Measurement Period: The Guarantee Term of the Agreement (months 1-36 of the Initial Term). For removal of doubt, the measurement will be completed at the end of the Guarantee Term.

Criteria:

Benchmark: Service Provider must meet or exceed the category benchmark (“*Savings Target*”), which shall be established by mutual agreement between Parties as follows:

- Service Provider shall propose a Savings Target within ninety (90) days of receiving Claims and Enrollment Data. Client may review the methodology used in determining the proposed Savings Target and either: (a) consent to the proposed Savings Target, or (b) request modifications.
- If modifications are requested, then (a) such modifications shall be commercially reasonable based on the Claims and Enrollment Data; and (b) the factors that influence Service Provider’s ability to meet Savings Target shall remain within reasonable control of Service Provider following modifications. Client shall not unreasonably withhold, condition, or delay consent to the proposed Savings Target, and shall cooperate in good faith with Service Provider to timely reach a mutually agreeable Savings Target.

Performance Measurement Methodology:

- Following the “*Measurement Period*” (see below), Service Provider will measure the difference between (a) projected spend and (b) actual spend by Client (“*Savings*”).
- Measurement will be (a) within the Scope of Analysis (see below), (b) normalized to PMPM amounts, and (c) compared to DPC Services Fees.
- “Scope of Analysis” includes the following: Outpatient, Inpatient, Ambulatory, Office Visits, Drugs, and ER.
 - **Note:** Scope of Analysis does not include rare/complex anomalies including (but not limited to): premature birth, congenital anomalies, late-stage cancer and renal disease, emergency heart surgery, complications, accidents, workplace violence/injuries, acts of nature, terrorism, and infectious disease outbreaks tracked by the CDC.

Conditions for Credit:

Client’s eligibility to receive a credit based on the Fees at Risk regarding the Category 1 Amount will be conclusively determined per following schedule:

No Credit, if:	Partial Credit, if:	Full Credit, if:
Savings meet or exceed Savings Target.	Savings are less than Savings Target, but more than DPC Service Fees.	Savings are less than Savings Target, and less than DPC Service Fees.
	←	←
	<ul style="list-style-type: none"> • 10% of the Category 1 Amount paid over such Measurement Period • Total credit may not exceed a maximum credit of \$10,000. 	<ul style="list-style-type: none"> • 100% of the Category 1 Amount paid over such Measurement Period • Total credit may not exceed 5% of DPC Service Fees paid during such Measurement Period.



No Credit, if:	Total Weighted Engagement is equal to or greater than the benchmark.
Partial Credit, if:	Total Weighted Engagement is up to 10% below the benchmark.
Partial Credit, if:	Total Weighted Engagement is between 11% and 20% below the benchmark.
Full Credit, if:	Total Weighted Engagement is more than 20% below the benchmark.

Client's eligibility to receive a credit based on the Fees at Risk regarding the Category 2 Amount will be conclusively determined per following schedule:

Conditions for Credit:

RISK TIER	# ELIGIBLE	ACTUAL ENGMT.	TIER TARGET	TIER RATIO	WEIGHTED ENGMT.
LOW	600	420	80%	60%	52.5%
MODERATE	300	260	80%	30%	33%
HIGH	100	95	80%	10%	12%
TOTAL WEIGHTED ENGAGEMENT					97.5%

Sample Illustration

As an illustrative example and not as a limitation:

- Patients will be stratified into three "Risk Tiers", based on diagnosis, claims data, and clinical encounters.
- Number of Eligible Employees in each Risk Tier (as percent of eligible Employees) will be set at the "Tier Ratio".
- Each Risk Tier will have a corresponding "Tier Target" percentage, established as the engagement target for each Risk Tier. Tier Target will be established annually.
- Service Provider will measure actual engagement of Eligible Employees in each Risk Tier for each Measurement Period ("Actual Engagement"). Actual Engagement will be tracked via encounters.
- "Weighted Engagement" will be calculated as Actual Engagement per Risk Tier: (a) divided by the number of Eligible Employees in each Risk Tier, then (b) divided by the Tier Target, and (c) multiplied by Tier Ratio.
- The sum of all Weighted Engagement percentages for all Tiers is the "Total Weighted Engagement".
- Analysts will be limited to employees living or working within a reasonable service area around the Health Center only, as may be further defined by the mutual agreement of both Service Provider and Client.

Performance Measurement Methodology:

Benchmark: Service Provider must meet or exceed "Total Weighted Engagement" (see below) receiving Claims and Enrollment Data] with respect to such Measurement Period.

Criteria:

Amount at-risk:	1/4 th of Fees-at-Risk with respect to the Measurement Period ("Category 2 Amount")
Measurement Period:	First measured on month 25 of the Initial Term (measuring months 13-24 period), and measured a second time on month 36 of the Initial Term (measuring months 25-36 period).

3. Category 2: Employee Engagement Performance Guarantee

10% of the Category 2 Amount paid over such Measurement Period.	50% of the Category 2 Amount paid over such Measurement Period.	100% of the Category 2 Amount paid over such Measurement Period...
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4. Category 3: Service Delivery Performance Guarantee

Amount at-risk:	1/4 th of Fees-at-Risk (“ <i>Category 3 Amount</i> ”)
Measurement Period:	Twice annually throughout months 1-36 of the Initial Term.

Criteria:

Benchmark: Service Provider must substantially resolve all “*Recurring Service Delivery Issues*” (see below) in the corresponding Measurement Period via a “*Reasonable Solution*” within 30 days of the Notice Date.

Performance Measurement Methodology:

- “*Notice Date*” means the date on which Service Provider is: (a) notified of a Recurring Service Delivery Issue by Client, or (b) Service Provider’s management becomes aware of a Recurring Service Delivery Issue via notifications or complaints by Participants.
- “*Service Delivery*” means any material aspect of customer service received by Client or Participants with respect to service and experience. Examples of Service Delivery include, but are not limited to, wait times, appointment availability, responsiveness of Clinic Team to inquiries by Participants, and responsiveness of Service Provider to inquiries by Client. Service Delivery does not include clinical outcomes or medical services.
- “*Recurring Service Delivery Issue*” means instances of either Participant’s or Client’s experience that are (a) substantially similar in nature or otherwise substantially similar in an objective manner, in either case, that reasonably evidences shared underlying causes, and (b) are less than Reasonable Expectation (as defined below) that a Participant or Client would have in a similar instance.
- “*Reasonable Expectation*” shall be defined as the level of Service Delivery experience a Client or a Participant would reasonably expect based on (a) the terms of the Agreement and SOW; (b) prior assurances by an authorized representative of Service Provider, (c) prevailing customary industry standards, or (d) reasonable expectations upon Service Provider under the circumstances, provided that, in any case, Service Provider received appropriate compensation necessary for Service Provider to meet such a Reasonable Expectation.
- “*Reasonable Solution*” means Required corrective action(s) taken by Service Provider that resolves the Recurring Service Delivery Issue in a manner that meets the Reasonable Expectation and reduces or eliminates the Recurring Service Delivery Issue in a reasonable way, provided that a similar Service Delivery Issue would be deemed resolved if it occurs occasionally, but not systemically or on a recurring basis.
- “*Required*” means as necessary to conform to the terms of the Agreement and SOW, as determined by Service Provider in its reasonable discretion in consultation with the Client.

Conditions for Credit:

Client’s eligibility to receive a credit based on the Fees at Risk regarding the Category 3 Amount will be conclusively determined per following schedule:

No Credit, if:	Full Credit, if:
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All Recurring Service Delivery Issues identified in such Measurement Period have been substantially resolved via a Reasonable Solution within 30 days.	Service Provider fails to substantially resolve one or more Recurring Service Delivery Issues identified in such Measurement Period within 30 days, in which case Client will receive a credit equal to 100% of the Category 3 Amount paid over such Measurement Period
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5. Category 4: Chronic Disease Management Performance Guarantee

Amount at-risk:	1/4 th of Fees-at-Risk (“ <i>Category 4 Amount</i> ”)
Measurement Period:	First measured on month 25 of the Initial Term (measuring months 13-24 period), and measured a second time on month 36 of the Initial Term (measuring months 25-36 period).

Criteria:
Benchmark: Service Provider must meet or exceed the “*Average Clinical Performance*” (see below) benchmark of eighty percent (80%), with respect to “*Clinical Targets*” for each “*Target Condition*” (as identified in the table below).

TARGET CONDITION	CLINICAL TARGET
HYPERTENSION	80% of adult Patients receiving care from Service Provider at the Health Center to measure below 140/90 within 6 months of first diagnosis by Service Provider.
DIABETES MELLITUS	80% of adult Patients receiving care from Service Provider at the Health Center to measure HgA1c at or below 9, or who have had a decrease of HgA1c greater than or equal to 0.5, within 6 months of first diagnosis by Service Provider.
HYPERLIPIDEMIA:	80% of adult Patients receiving care from Service Provider at the Health Center and who meeting USPSTF criteria for statin use will be on statin within 6 months of first diagnosis Service Provider.

Performance Measurement Methodology:

- “*Patients*” means adult patients who are receiving care from Service Provider for a Target Condition and meet the eligibility requirements for that Target Condition.
- A “*Success Benchmark*” will be established as the target number of Patients who achieve Clinical Targets for such Target Condition.
- “*Clinical Performance*” will be calculated as the actual number of enrolled Patients in each Target Condition who meet or exceed Clinical Target for their corresponding Target Condition, divided by Success Benchmark.
- “*Average Clinical Performance*” is defined as the average of Clinical Performance across all Target Conditions.

Sample Illustration

TARGET CONDITIONS	SUCCESS BENCHMARK	ACTUAL PATIENTS WHO MEET OR EXCEED THE TARGET	CLINICAL PERFORMANCE
DIABETES MELLITUS	74	74	100.0%
HYPERTENSION	120	113	94.2%
HYPERLIPIDEMIA	50	45	90.0%
AVERAGE CLINICAL PERFORMANCE			94.7%

Conditions for Credit:

Client’s eligibility to receive a credit based on the Fees at Risk regarding the Category 3 Amount will be conclusively determined per following schedule::

No Credit, if:	Partial Credit, if:	Full Credit, if:
Average Clinical Performance meets or exceeds the benchmark for such Measurement Period.	Average Clinical Performance below the benchmark, but no more than 10% below the benchmark for such Measurement Period.	Average Clinical Performance is more than 10% below the benchmark for such Measurement Period.
	↓	↓
	<ul style="list-style-type: none"> • 50% of the Category 4 Amount paid over such Measurement Period. 	<ul style="list-style-type: none"> • 100% of the Category 4 Amount paid over such Measurement Period.

6. Conditions:

(a) **Credits of Fees-at-Risk:** Earned credits will be applied as follows:

- (i) Savings Performance Guarantee: end of such Measurement Period, as a monthly credit.
- (ii) Employee Engagement Performance Guarantee: end of such Measurement Period, as monthly credit.
- (iii) Service Delivery Performance Guarantee: end of the calendar month following the calendar month that contains the end such Measurement Period, as monthly credit.
- (iv) Chronic Disease Management Performance Guarantee: end of Measurement Period, as monthly credit.

(b) **Termination by Client During the Initial Term Other Than for Service Provider's Breach:**

In the event this Agreement is terminated by Client during the Initial Term for reasons other than a breach by Service Provider, the Performance Guarantees shall no longer apply, and this Exhibit D shall become null and void. In the event this Agreement is terminated by Client for breach by Service Provider, the Performance Guarantees shall be prorated with respect to the current Measurement Period as to fees actually paid by Client, but no Performance Guarantees as to periods commencing after the termination date, or crediting future fees which have not been paid by Client, shall apply.

(c) **Termination by Service Provider for Client's Breach:** In the event this Agreement is terminated by Service Provider due to a breach by Client, giving effect to all relevant notice and cure periods, the Performance Guarantees shall no longer apply, and this Exhibit D shall become null and void.

(d) **Other Conditions:** Performance Guarantees shall no longer apply if any of the following events occur, provided, however, that in such case, Performance Guarantees may be re-negotiated and mutually agreed upon by the Parties in a signed writing:

- (i) Client chooses to not consent to receive and compensate Service Provider for Patient Advocate Services, or elects to terminate Patient Advocate Services after the Effective Date.
- (ii) A significant change in Clinic staffing is requested or agreed upon by Client.
- (iii) A material plan design change occurs that Service Provider determines, in its reasonable discretion could have a material and adverse impact on Clinic's ability to achieve one or more Performance Guarantee objectives.
- (iv) A material change in the composition of Participants invalidates assumptions used by Clinic in committing to Performance Guarantees. By way of example and not limitation, such material changes would include a situation where the Participant population becomes materially different in terms of health risks, history, or social determinants of health.
- (v) Client fails to provide all Claims Data and Enrollment Data as set forth in the Agreement and/or the SOW, or Client fails to provide such data in the format as agreed upon by the Parties.

- (vi) Client fails to fulfill its duties and obligation in the Agreement, the SOW, or this Exhibit D.
 - (vii) Client does not permit Service Provider time to conduct quarterly on-site engagement events at the Clinic (with meaningful and direct contact at such times for an open and general audience of interested Participants) as may be reasonably requested by Service Provider in consultation with the Client.
 - (viii) Client does not permit Service Provider to undertake direct outreach to Participants through appropriate use of contact information, including without limitation, by telephone, e-mail, or direct mailings.
- (e) **Measurement Period subject to Patient Advocate Services:** Measurement Period definitions assume that Patient Advocate Services were (a) selected by Client, (b) available at the beginning of the Measurement Period, and (c) provided continuously throughout the Measurement Period. In the event one of the conditions above with respect to a Measurement Period was not met, then Performance Guarantees and credits resulting therefrom may be nullified by Service Provider in its discretion with respect to such Measurement Period at any time, unless otherwise re-negotiated and mutually agreed upon by Parties in a signed writing.

EXHIBIT E: DATA SECURITY TERMS

1. OVERVIEW. THIS EXHIBIT DESCRIBES SERVICE PROVIDER DATA SECURITY TERMS. THE PARTIES DESIRE TO COMPLY WITH THE HITRUST COMMON SECURITY FRAMEWORK OR SIMILAR INDUSTRY STANDARD SECURITY CONTROLS (“CSF”).

2. DEFINITIONS

“Industry Standard Security Practices” means the core security practices appropriate to Service Provider business and services that are commonly implemented as standards across the information technology industry such as the 17 authoritative sources listed in the HITRUST CSF.

“Security Policies” means Service Provider statements of direction for securing Client Data pertaining to Industry Standard Security Practices and mandating compliance with applicable laws and regulations; and are typically high-level instructions to management on how the organization is to be run with respect to Industry Standard Security Practices.

“Security Breach” means, an impermissible use or disclosure that compromises the security or privacy of Client Data or Protected Health Information (as defined under the Business Associate Agreement) such that the use or disclosure poses a significant risk of financial, reputational, or other harm to the affected individual or Party.

3. SCOPE. THIS EXHIBIT IS NOT INTENDED TO BE AN ALL-INCLUSIVE LIST OF SECURITY SERVICES AND OBLIGATIONS NECESSARY TO COMPLY WITH INDUSTRY STANDARD SECURITY PRACTICES BUT IS INTENDED TO CAPTURE KEY ELEMENTS OF SUCH A PROGRAM. SERVICE PROVIDER WILL PERFORM THOSE ACTIONS NECESSARY TO ENSURE COMPLIANCE WITH INDUSTRY STANDARD SECURITY PRACTICE, STATUTORY OR REGULATORY REQUIREMENTS.

4. INFORMATION SECURITY POLICY. SERVICE PROVIDER HAS ESTABLISHED AND, DURING THE TERM OF THE AGREEMENT, WILL AT ALL TIMES ENFORCE:

- 4.1. An ongoing program of Security Policies and controls that comply with the CSF;
- 4.2. A security incident management program;
- 4.3. A security awareness program;
- 4.4. Business continuity and recovery plans, including testing for systems storing, transmitting, or processing data or used for business to business communications;
- 4.5. Change control procedures for any systems used to store, transmit, transfer, or process data, or otherwise perform critical data services for Client;
- 4.6. Procedures to conduct periodic independent security risk evaluations to identify critical information assets, assess threats to such assets, determine potential vulnerabilities, and provide for timely remediation; and a vulnerability management program to assess and manage threats to the Service Provider’s operating systems and applications

5. PHYSICAL SECURITY. SERVICE PROVIDER HAS ESTABLISHED AND, DURING THE TERM OF THE AGREEMENT, WILL AT ALL TIMES ENFORCE:

- 5.1. Physical protection standards for all of its facilities designed to ensure work spaces, information assets and environments are protected and that access to controlled areas are on a ‘need to know’ basis and that access is required to perform assigned job functions;
- 5.2. Physical security standards for all datacenters owned or contracted by Service Provider are in compliance with SSAE 16 SOC 2 Type II standards;
- 5.3. Appropriate facility entry controls are in place designed to limit physical access to systems that store or process data and designed to ensure that access to facilities is monitored; and

5.4. Controls designed to physically secure all Client Data and to properly destroy such information when no longer needed using a process that, at a minimum, meets standards specified by NIST Special Publication 800–88, Guidelines for Media Sanitization.

6. LOGICAL ACCESS. SERVICE PROVIDER HAS ESTABLISHED AND, DURING THE TERM OF THE AGREEMENT, WILL AT ALL TIMES ENFORCE:

6.1. Appropriate mechanisms for Authorized User authentication and authorization designed in accordance with a 'need to know' and 'principle of least privilege' policy;

6.2. Controls designed to enforce rigorous access restrictions for remote Authorized Users, contractors, and service vendors and Service Provider shall enter into an agreement with any agent or subcontractor that will have access to Client Data that is received from, or created or received by Service Provider on behalf of Client pursuant to which such agent or subcontractor agrees to: (1) be bound by substantially similar restrictions, terms and conditions that apply to Service Provider pursuant to this Exhibit with respect to such Client Data, and (2) implement reasonable and appropriate safeguards designed to protect such Client Data;

6.3. Timely and accurate administration of Authorized User account and authentication management;

6.4. Processes designed to ensure assignment of unique IDs to each Authorized User with computer access and limit use to Authorized User;

6.5. Processes designed to ensure complex passwords such that the minimum length is 8 characters and requires at least three of four of the following: uppercase letters; lowercase letters; numbers; and special characters;

6.6. Processes designed to ensure defaults for passwords and security parameters are changed within Service Provider systems are appropriately changed, managed, and maintained on a regular basis consistent with industry standards;

6.7. Mechanisms designed to track all access to Client Data by unique ID to admin users, and recording the date, time, individual, and nature of the access in a log file, such log files to be kept for a minimum of 6 months;

6.8. Mechanisms designed to encrypt or hash all passwords using, at a minimum, SHA-256 or stronger; and

6.9. Processes designed to immediately revoke accesses of inactive accounts or terminated/transferred Authorized Users in a timely manner, not to exceed 24 hours.

7. SECURITY ARCHITECTURE AND DESIGN. SERVICE PROVIDER HAS ESTABLISHED AND, DURING THE TERM OF THE AGREEMENT, WILL AT ALL TIMES ENFORCE:

7.1. A security architecture designed to reasonably assures compliance of security policy and practices;

7.2. Documented and enforced technology configuration standards;

7.3. Processes designed to encrypt Client Data in transmission and storage using current industry standard methods;

7.4. Processes designed to ensure regular testing of security systems and processes on an annual basis or more frequently as appropriate;

7.5. A system of effective firewall technologies designed to protect Client Data; and

7.6. Database and application layer design processes designed to ensure web site applications are designed to protect Client Data that is collected, processed, and transmitted through such systems

8. SYSTEM AND NETWORK MANAGEMENT. SERVICE PROVIDER HAS ESTABLISHED AND, DURING THE TERM OF THE AGREEMENT, WILL AT ALL TIMES ENFORCE:

8.1. Mechanisms designed to keep operating system, application, and device level security patches current and Service Provider will promptly install any security related patches or fixes identified by hardware and software vendors that are rated as 'medium risk' or higher; such upgrades will be made as soon as they can safely be installed and integrated into the Service Provider's existing architecture and systems no later than 90 days from vendor notification;

8.2. Processes designed to monitor, analyze, and respond to security alerts issued by hardware and software vendors or when notified by Client in a timely manner;

8.3. Appropriate network security design elements that provide for segregation of data;

8.4. Use and regular update of commercially available anti-virus and malware detection software on all systems designed to provide protection against malicious software; and

8.5. Processes designed to verify the integrity of installed software and to determine if any compromise of Client Data has occurred.

9. SECURITY BREACH NOTIFICATION. SERVICE PROVIDER SHALL NOTIFY CLIENT AS SOON AS POSSIBLE IF SERVICE PROVIDER HAS ACTUAL KNOWLEDGE OF OR A REASONABLE BELIEF THAT AN INTRUSION OR SECURITY BREACH OCCURRED WHERE CLIENT DATA MAY HAVE BEEN COMPROMISED OR DISCLOSED TO UNAUTHORIZED PERSONS IN ACCORDANCE WITH NOTIFICATION PROVISIONS IDENTIFIED IN THE AGREEMENT. AT NO ADDITIONAL COST TO CLIENT, SERVICE PROVIDER WILL COOPERATE WITH CLIENT IN INVESTIGATING ANY SECURITY BREACH INCIDENT, INCLUDING, BUT NOT LIMITED TO, THE PROVISION OF SYSTEM, APPLICATION, AND ACCESS LOGS, CONDUCTING FORENSICS REVIEWS OF RELEVANT SYSTEMS, IMAGING RELEVANT MEDIA, AND MAKING PERSONNEL AVAILABLE FOR INTERVIEW. ON NOTICE OF ANY ACTUAL OR SUSPECTED SECURITY BREACH, SERVICE PROVIDER WILL PROMPTLY INSTITUTE APPROPRIATE CONTROLS TO MAINTAIN AND PRESERVE ALL ELECTRONIC EVIDENCE RELATING TO THE BREACH IN ACCORDANCE WITH INDUSTRY STANDARD PRACTICES. IN THE EVENT ANY BREACH OF SECURITY OR CONFIDENTIALITY BY SERVICE PROVIDER OR ITS AGENTS REQUIRES NOTIFICATION TO AN INDIVIDUAL UNDER ANY PRIVACY LAW, CLIENT WILL HAVE SOLE CONTROL OVER THE TIMING, CONTENT, AND METHOD OF NOTIFICATION. SERVICE PROVIDER WILL PROMPTLY REIMBURSE CLIENT FOR ALL COSTS AND EXPENSES INCURRED BY CLIENT RESULTING FROM NOTIFICATION ACTIVITIES REQUIRED BY LAW, EXCEPT TO THE EXTENT SUCH BREACH WAS ATTRIBUTABLE TO ANY ACT OR OMISSION OF CLIENT OR ITS AGENTS OR EMPLOYEES.

10. ATTESTATIONS AND QUESTIONNAIRES. SERVICE PROVIDER AGREES TO PROVIDE CLIENT, UPON CLIENT'S WRITTEN REQUEST, WRITTEN ATTESTATION OR THIRD-PARTY CERTIFICATION OF SERVICE PROVIDER COMPLIANCE WITH INDUSTRY STANDARD SECURITY FRAMEWORK AUDITS, OR SIMILAR AS VALIDATION OF SERVICE PROVIDER'S COMPLIANCE WITH THIS EXHIBIT, INCLUDING, AS APPLICABLE, SERVICE PROVIDER'S OR THE APPLICABLE SERVICE PROVIDER VENDOR'S COMPLIANCE WITH PCI-DSS OR ANY OTHER SIMILAR INDUSTRY STANDARD, ON AN ANNUAL BASIS. IN LIEU OF AN ATTESTATION, SERVICE PROVIDER AGREES TO RESPOND TO CLIENT'S REASONABLE REQUEST FOR SERVICE PROVIDER TO COMPLETE A BRIEF RISK ASSESSMENT QUESTIONNAIRE AND SUBMIT TO CLIENT. CLIENT SHALL BE PERMITTED TO (X) SHARE ATTESTATIONS AND CERTIFICATION LETTERS WITH CLIENT CUSTOMERS OR (Y) USE FOR CLIENT'S BUSINESS PURPOSES ALL ATTESTATIONS OR CERTIFICATION LETTERS PROVIDED BY SERVICE PROVIDER.

EXHIBIT F: IMPLEMENTATION SERVICES

1. ADDITIONAL DEFINITIONS.

“Commencement Delay” occurs when Target Commencement Date (as defined below) cannot be met.

“Cost of Delay” means any expenses that were not included in either Implementation Service Fee (as further defined in this Agreement) or Initial Budget Estimate (as defined below) that are incurred due to occurrence of Commencement Delay. Examples of Cost of Delay include (but are not limited to) expenses related to (a) retention of Clinic Personnel recruited during or prior the Commencement Delay; or (b) additional recruiting, hiring, and onboarding expenses related to replacement of Clinic Personnel who were recruited prior to Commencement Delay and were not retained due to Commencement Delay.

“Implementation Services” mean (a) all activities, including (but not limited to) planning, recruiting, setup, and purchasing, (b) prior to Target Commencement Date, as further defined in the Agreement, (c) which are necessary for Service Provider to commence its Services, and (d) which are not otherwise provided by Service Provider.

“Initial Budget Estimate” means the initial best estimate by the Service Provider of Reimbursable Implementation Service Expenses (as further defined in this Agreement) that Client is likely to incur as the result of Implementation Services. Initial Budget Estimate may be provided to Client in a form of an invoice or in any other form acceptable to both parties.

“Large Implementation Expenses” mean any individual expense equal to, or greater than fifty thousand dollars (\$50,000); or all expenses related to modular Clinic facilities.

“Non-Budgeted Expenses” mean certain expenses that are not included in either Implementation Service Fee (as further defined in this Agreement) or the Initial Budget Estimate, which may occasionally be incurred as a result of Implementation Services.

“Target Commencement Date” is defined as the date by which Implementation Services are expected to be completed, either in full or with adequate sufficiency, in order for Service Provider to initiate services under Master DPC Agreement.

2. IMPLEMENTATION SERVICES. Service Provider will perform Implementation Services as defined above.

3. FEES

3.1. Implementation Service Fees. In exchange for Service Provider's performance of the Implementation Services, Client agrees to pay Service Provider a one-time Implementation Service Fee equal to \$42,000 (“Implementation Service Fee”). Implementation Service Fee shall include administrative and non-administrative fees of Service Provider related to Implementation Services, including site visits, recruiting, travel, onboarding activities, initial employee engagement and educational activities, initial data and technology integration activities and analysis, software configuration, procurement of the necessary equipment and initial supplies, and other activities necessary to achieve Goals and Objectives.

3.2. Payment of the Implementation Service Fee. Service Provider will issue the invoice for the Implementation Service Fee upon commencement of the Implementation Services. Client shall pay fifty percent (50%) of the Implementation Service Fee upon receipt of the invoice and the balance within sixty calendar days of receipt of the invoice.

3.3. Reimbursable Implementation Service Expenses. In addition to the Implementation Service Fee, Service Provider shall issue an invoice to Client (and Client agrees to compensate Service Provider) for the following Reimbursable Implementation Expenses:

- (a) Equipment necessary to meet Goals and Objectives.
- (b) Technology, Hardware, Software, and Third-Party Technology fees, as necessary to meet Goals and Objectives.
- (c) Furnishings necessary to meet Goals and Objectives.
- (d) Initial inventory of medications necessary to meet Goals and Objectives.
- (e) Initial inventory of clinical and non-clinical supplies necessary to meet Goals and Objectives.
- (f) Expenses associated with facility improvement, design, and/or build-out, as further approved by Client.

3.4. Payment of Reimbursable Implementation Expenses. Service Provider shall provide an Initial Budget Estimate to Client prior to the beginning of Implementation Services. Service Provider may not begin Implementation Services until Client's consent to the Initial Budget Estimate has been received. Upon receipt of Client's consent to Initial Budget Estimate, Service Provider shall issue to Client an invoice in the amount equal to twenty-five percent (25%) of the Initial Budget Estimate, which shall be paid by Client to Service Provider within thirty (30) days of the invoice. As Implementation Services are rendered, Service Provider shall issue a monthly invoice for Reimbursable Implementation Service Expenses incurred by Service Provider throughout. As part of its monthly invoices for Implementation Service Expenses, or upon completion of Implementation Services, Service Provider shall credit Client for the Client's initial payment of the twenty-five percent (25%) of the Initial Budget Estimate.

3.5. Non-Budgeted Expenses. Occasionally, certain Non-Budgeted Expenses may be incurred as a result of Implementation Services, provided that Client must consent to each Non-Budgeted Expense in advance, and Service Provider may not incur a Non-Budgeted Expense unless Client's consent to the specific Non-Budgeted Expense in question has been received. Non-Budgeted Expenses are not included in neither Implementation Service Fee nor the Initial Budget Fee and may include the following:

- (a) Expenses necessary to retain certain Clinic Personnel or buy-out prior employment contracts of prospective Clinic Personnel.
- (b) Non-budgeted recruiting/sign-on bonuses for Clinic Personnel.
- (c) Relocation costs for Clinic(s) Team personnel.
- (d) Third-party data connection fees, in the event such fees are charged by other third-party providers of services with whom Client desires Service Provider to establish a data connection.
- (e) Expenses related to Clinic(s) grand opening activities, including (but not limited to) giveaways, incentives, and branded gifts.
- (f) Expenses related to construction management services (if any), other than third-party consulting services for Clinic(s) design and layout.

3.6. Large Implementation Expenses. Client understands and agrees that Large Implementation Expenses (if any) may be subject to (i) a finance and/or administrative fee applied by Service Provider; and/or (ii) additional payment terms, as further agreed-upon by Parties upon occurrence of a Large Implementation Expense.

4. ADDITIONAL CONDITIONS

4.1. Target Commencement Date and Commencement Delay. Upon execution of this Agreement, Parties shall establish a Target Commencement Date for each Clinic. Parties understand and agree that, in the event of a Commencement Delay, Service Provider shall bear no financial responsibility for any Cost of Delay, unless the Commencement Delay was requested by Service Provider for reasons of convenience to Service Provider or for other reasons over which Service Provider exercises direct control.

4.2. Client Responsible for Clinic(s) Facilities. unless otherwise agreed by Parties, Client understands and agrees that Client alone is responsible for all expenses associated with Clinic(s) facilities, including all expenses related to facility design, construction, repairs, maintenance, security, utilities, and other facility-related expenses.

4.3. Purchase Order Requirements. in the event Client requires a purchase order for invoicing purposes, such a requirement for purchase order shall be indicated to Service Provider on or prior to the Effective Date and received by Service Provider within 10 days of the Effective Date.

4.4. Implementation Services Performed By Affiliate. Parties agree that Implementation Services may be performed by an Affiliate sub-contractor of Service Provider.



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

This request is to accept the proposal submitted by King Contracting, LLC in the amount of \$15,859.00 to provide brick tuck point repair as needed

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="ARPA"/>	<input type="text" value="8950"/>	<input type="text" value="\$15,859"/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text" value="Richard Crider"/>	<input type="text" value="812-803-6331"/>

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:

ADDENDUM TO King Contracting, LLC AGREEMENT

1. **Worker's Compensation.** King Contracting, LLC ("Contractor") shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as material breach of this Agreement, and may result in its cancellation without further cause.
2. **Liability Insurance.** Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least 1 million per occurrence, and 2 million dollars aggregate, and furnish proof of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as a material breach of this Agreement, and may result in its cancellation without further cause.
3. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person or property related to performance of the Project, and agrees to indemnify and save harmless the Board from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Project, except such claims, costs or suits arising out of the fault of the Board or its employees.
4. **Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his, hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin or ancestry – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

It is further agreed that a penalty may be deducted from the contract in the sum of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of this provision. If a second or subsequent violation occurs, this contract may be terminated, and all monies due or to become due hereunder may be forfeited. It is further agreed that a breach of this covenant may be considered a material breach of the contract.

5. **Compliance with Law.** Contractor shall, at its own expense, obtain all licenses and permits which may be necessary to complete the Project. Contractor shall comply with all applicable laws and regulations, and indemnify and save harmless the Board for any fines or expenses of any nature which it might incur from Contractor's noncompliance, including laws and regulations enforced by the State Fire Marshal, State Building Commissioner, Department of Fire Prevention and Building Safety, State Department of Health, O.S.H.A., state and local building codes and the Americans with Disabilities Act. Contractor will comply with IC 22-5-1.7-3. Specifically including the following:
 - Contractor to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program.
 - Contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists.
 - Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.

6. **Independent Contractor.** It is understood and agreed that Contractor executes this Agreement as an independent contractor, and shall not be considered an employee or agent of the Board for any purpose. Contractor shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
7. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
8. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, Contractor and Board have executed this Addendum as dated below in two counterparts, each of which shall be deemed an original.

King Contracting, LLC
“Contractor”

Board of Commissioners of Monroe County
“Board”

by

Date _____

ATTEST: _____, 2024

 Brianne Gregory, Auditor

King Contracting, LLC

4675 N. Robs LN
Bloomington, IN 47408
Michael King - mwkingcontracting@gmail.com
615-717-7463

Estimate

Grand Total
\$15,859

Submitted on 6/18/2024

Estimate for	Estimate #	Project
Monroe Co Convention Center 302 S College Ave Bloomington, IN 47403	542	Tuck point brick where needed around entire building. **This estimate is for a week of work.
812-360-3681	Start date (approx)	Days of construction
tcoppock@bloomingtonconvention.com	7/1/2024	5 days

Labor

Task	Trade type	Company	Description	Estimate Link	Total
A	Masonry	King Contracting, LLC	Tuck point brick		\$15,859

Notes: Total Cost of this project is \$15,859.00. Checks are payable to King Contracting, LLC
4675 N Robs LN Bloomington, IN 47408.

Subtotal **\$15,859**

Total \$15,859



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

This request is to accept the proposal submitted by Indiana Window Coverings in the amount of \$9,800.00 to provide and install 8 motorized window shade units in the Hanson-Zebendon room at the Monroe County Convention Center.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="ARPA"/>	<input type="text" value="8950"/>	<input type="text" value="\$9,800.00"/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text" value="Richard Crider"/>	<input type="text" value="812-803-6331"/>

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:

ADDENDUM TO Indiana Window Coverings AGREEMENT

1. **Worker's Compensation.** Indiana Window Coverings ("Contractor") shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as material breach of this Agreement, and may result in its cancellation without further cause.
2. **Liability Insurance.** Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least 1 million per occurrence, and 2 million dollars aggregate, and furnish proof of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as a material breach of this Agreement, and may result in its cancellation without further cause.
3. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person or property related to performance of the Project, and agrees to indemnify and save harmless the Board from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Project, except such claims, costs or suits arising out of the fault of the Board or its employees.
4. **Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his, hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin or ancestry – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

It is further agreed that a penalty may be deducted from the contract in the sum of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of this provision. If a second or subsequent violation occurs, this contract may be terminated, and all monies due or to become due hereunder may be forfeited. It is further agreed that a breach of this covenant may be considered a material breach of the contract.

5. **Compliance with Law.** Contractor shall, at its own expense, obtain all licenses and permits which may be necessary to complete the Project. Contractor shall comply with all applicable laws and regulations, and indemnify and save harmless the Board for any fines or expenses of any nature which it might incur from Contractor's noncompliance, including laws and regulations enforced by the State Fire Marshal, State Building Commissioner, Department of Fire Prevention and Building Safety, State Department of Health, O.S.H.A., state and local building codes and the Americans with Disabilities Act. Contractor will comply with IC 22-5-1.7-3. Specifically including the following:
 - Contractor to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program.
 - Contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists.
 - Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.

6. **Independent Contractor.** It is understood and agreed that Contractor executes this Agreement as an independent contractor, and shall not be considered an employee or agent of the Board for any purpose. Contractor shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
7. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
8. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, Contractor and Board have executed this Addendum as dated below in two counterparts, each of which shall be deemed an original.

Indiana Window Coverings
“Contractor”

Board of Commissioners of Monroe County
“Board”

by

Date _____

ATTEST: _____, 2024

Brianne Gregory, Auditor

6.26.24

Indiana Window Coverings
570 East Tracy Road - Suite 650
Whiteland, IN. 46184

cedmuulins@msn.com

Office # 317.535.5226

Job: Monroe Co. Convention Center

Section: Draper RTS motor shades

Below is the cost/quote that you need for the 8 single RTS Draper motor shades, shades would be installed to the face of the windows and installed using a fascia, we will provide 2 switches and all of the wiring to be done by others. Shades would take about 2 weeks to ship out once order is placed and please let me know if you have any ?.

Materials	\$9,250.00
Freight	\$150.00
Install	\$300.00
Trip	\$100.00
<hr/>	
Total	\$9,800.00

Shades size's: 8 @ 58" X 84"

Quote #24.6.676

Birch PW 4901 . Q25
3% Density

Pat





Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

This request is to accept the proposal submitted by Force Technology Solutions LLC in the amount of \$4,164.94 to replace the two existing EV AP 2600 amplifiers that have failed with a Powersoft 2404 DSP+D amplifier in the Great Room at the Monroe County Convention Center.

The new amplifier will be used in a role after the expansion.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="ARPA"/>	<input type="text" value="8950"/>	<input type="text" value="\$4,164.94"/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text" value="Richard Crider"/>	<input type="text" value="812-803-6331"/>

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:

ADDENDUM TO FORCE TECHNOLOGY SOLUTIONS, LLC AGREEMENT

1. **Worker's Compensation.** Force Technology Solutions LLC ("Contractor") shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as material breach of this Agreement, and may result in its cancellation without further cause.
2. **Liability Insurance.** Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least 1 million per occurrence, and 2 million dollars aggregate, and furnish proof of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as a material breach of this Agreement, and may result in its cancellation without further cause.
3. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person or property related to performance of the Project, and agrees to indemnify and save harmless the Board from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Project, except such claims, costs or suits arising out of the fault of the Board or its employees.
4. **Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his, hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin or ancestry – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

It is further agreed that a penalty may be deducted from the contract in the sum of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of this provision. If a second or subsequent violation occurs, this contract may be terminated, and all monies due or to become due hereunder may be forfeited. It is further agreed that a breach of this covenant may be considered a material breach of the contract.

5. **Compliance with Law.** Contractor shall, at its own expense, obtain all licenses and permits which may be necessary to complete the Project. Contractor shall comply with all applicable laws and regulations, and indemnify and save harmless the Board for any fines or expenses of any nature which it might incur from Contractor's noncompliance, including laws and regulations enforced by the State Fire Marshal, State Building Commissioner, Department of Fire Prevention and Building Safety, State Department of Health, O.S.H.A., state and local building codes and the Americans with Disabilities Act. Contractor will comply with IC 22-5-1.7-3. Specifically including the following:
 - Contractor to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program.
 - Contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists.

- Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.

6. **Independent Contractor.** It is understood and agreed that Contractor executes this Agreement as an independent contractor, and shall not be considered an employee or agent of the Board for any purpose. Contractor shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
7. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
8. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, Contractor and Board have executed this Addendum as dated below in two counterparts, each of which shall be deemed an original.

Force Technology Solutions, LLC
“Contractor”

Board of Commissioners of Monroe
County “Board”

by

Date _____

ATTEST: _____, 2024

Brienne Gregory, Auditor

Quotation # 14102

Amplifier installation

Quotation Date:
06/18/2024 14:22:06**Expiration Date:**
07/18/2024**Invoice Address:**
Monroe Convention
Center, Talisha
Coppock
302 South College
Avenue
Bloomington IN 47403
United States**Delivery Address:**
Monroe Convention
Center 302 South
College Avenue
Bloomington IN 47403
United States

☎ +1 812-360-3681

Account Manager:
Brian Eicher**Creation Date:**
06/18/2024**Offer Valid Until:**
07/18/2024**About Us:**

Force Tech, a Certified Women Business Enterprise (WBE), stands as a leader in the professional audio, video, lighting, and broadcast industry. Force Tech exceeds the standard for excellence in the tech industry with a commitment to lasting relationships with clients. From concept to completion, Force Tech delivers seamless audio-visual solutions through design, integration, production, rental, and ongoing service. Strategically positioned in the Great Lakes region, Force Tech operates seamlessly with four well-established offices in Indianapolis, Fort Wayne, & South Bend.

Project Description:

Force Technology Solutions, LLC (hereinafter referred to as "Force Tech") proposes an amplifier installation for The Monroe Convention Center (hereinafter referred to as "The Client").

The goal of this project is to replace the existing two EV AP 2600 amplifiers with a Powersoft 2404 DSP+D amplifier.

*****Project Assumptions*****

The following are considered assumptions by Force Tech. If assumptions are found to be false, a change order could occur at the responsibility of the Client, or the installation timeline could be changed.

☎ +1 317-586-2844 @ info@forcetechsolutions.com 🌐 <http://www.forcetechsolutions.com>

- * **Aerial Lifts:** Force Tech will provide safety-certified aerial lift(s) for installation (if needed). The aerial lift rental cost will be added to the project and billed to the Client. Any aerial lifts needed for a project that is not included in the original proposal will be added at the time the aerial lift is found to be needed and included on a Change Order.
- * **Networking:** It is the responsibility of The Client to provide Force Tech with ethernet and/or fiber optic network connections as called out by Force Tech. It is the responsibility of The Client to configure each network connection in close cooperation with Force Tech. Configuration may include but not be limited to accessing WiFi, creating or altering VLANs, and creating or altering QoS profiles. Any incompatibility leading to additional equipment or labor for a project not included in the original proposal will be included in a Change Order.
- * **Electrical Power:** It is the responsibility of The Client to provide Force Tech with electrical power at locations and with specifications as called out by Force Tech. Any delays in progress due to unfinished electrical work may lead to a stoppage, and additional labor charges will be included in a Change Order.
- * **Structural:** Unless quoted with structural engineering, it is assumed the structure below and above the ceiling is suitable to support the weight and location of any proposed rigged equipment. Any additional structural materials, structural labor, or structural engineering approval that may be required is not included in this proposal and will be included in a Change Order.
- * **Conduit and Cable Paths:** The Client is responsible for providing all necessary conduit and/or cable paths. Any delays in progress due to inadequate conduit and/or cable paths may lead to a stoppage, and additional labor charges will be included in a Change Order. Any additional conduit and/or cable paths or labor that may be required is not included in this proposal and will be included in a Change Order.
- * **Access:** The Client will provide full access to necessary spaces during working hours (7:00 a.m. to 7:00 p.m.) during weekdays for installation. Any delays in progress due to a lack of access may lead to a stoppage, and additional labor charges will be included in a Change Order.
- * **Loss of Use:** Due to the nature of the work being performed, there is an expected loss of use of audio, video, lighting, control, and network systems during the installation and commissioning phase of the project. Any temporary use of the systems during the installation/commissioning of this project must be coordinated with the Project Manager before onsite work begins.

*****Project Completion Checklist*****

This project will be considered substantially complete when the following items are complete:

- * Preliminary drawings are completed and submitted to The Client with the necessary callouts.
- * The site has been walked with a Force Tech project manager, and work has been scheduled.
- * Equipment critical to functionality has been installed.
- * Two existing EV amplifiers removed.
- * Amplifier installed/connected.
- * System tested.
- * All Force Tech-installed cabling is managed, terminated, and tested.
- * The system has been programmed and commissioned.
- * If included in the original proposal, The Client has been trained on the operation of the system.
- * The site is cleaned of Force Tech-caused trash, dust, and debris and ready for turnover.
- * If included in the original proposal, as-builts are completed and delivered to The Client.

*****Payment Schedule*****

- * **Mobilization:** 100% Equipment Deposit + 25% Project Labor (Due upon receipt of project mobilization invoice sent at acceptance)
- * **Progress Billing:** Progressive billing may be used for any project that exceeds two weeks or is paused and resumed for any reason. Progress invoices will be used to bill for labor, materials, or other fees that are part of the project but are not covered by the initial deposit. Progress invoices will continue (frequency dependent on the project) until 95% of the project total has been billed. The remaining 5% of the project's total balance will be billed at completion. (Due Upon Receipt)
- * **Final Billing:** The remaining balance, including accrued shipping fees, will be billed at the completion of the project. (Due Upon Receipt)
- * All shipping fees are Prepaid & Add unless specifically quoted on the proposal.
- * Credit Card payments are subject to 3% processing fee.

Description

Quantity



Powersoft 2404 DSP+D
2400W/4-channel Flexible Amplifier with DSP and Dante™

1.000 Unit(s)

Force Technology Solutions LLC FTS Misc

1.000 Unit(s)




Description
Quantity

 Force Technology Solutions LLC Project Labor - On Site
 On-Site Labor Services

 Force Technology Solutions LLC Travel Labor - Service / Project
 Labor - Travel time

Force Technology Solutions LLC Shipping / Freight

1.000 Unit(s)


Subtotal

\$ 4,164.94

Taxes

\$ 0.00

Total

\$ 4,164.94

Project Agreement: This project agreement will constitute an agreement of the services and goods to be provided by Force Tech. Elements including equipment, labor, and logistics not specifically addressed in this agreement will be considered change orders and may result in additional charges and timeline extensions. Changes and timeline extensions due to construction limitations, construction completion, site access, and necessary equipment changes may also result in additional charges and changes to this agreement. Any change orders will be invoiced immediately and must be paid before project completion. Force Tech expects full access to the worksite during pre-scheduled normal work hours. Limited access to the site during scheduled work hours that inhibits the ability for Force Tech to perform installation duties relative to this project is subject to additional labor charges not covered in this agreement. Additional approval in writing, by the Client, will be required for any overtime deemed necessary on this project. Upon completion, the system will be fully tested and commissioned by Force Tech to ensure that all equipment is working properly. The Client will then be trained to operate the system and will sign off on the project stating that the work of Force Tech has been completed to the specifications listed in this document. Once the project is signed off, the tasks of Force Tech are considered to be complete. The remaining balance for the project will be due on receipt or per the specified payment arrangement.

Deposits & Payments: On projects that require a deposit, a fee will be collected in advance to secure equipment, materials, and ensure that work begins on time. Deposits will be paid in full before equipment is ordered and work begins. Equipment delivery may exceed 6 - 9 weeks depending on availability from the date of equipment deposit. Custom items such as furniture and speakers may extend past that. Force Tech cannot be held responsible for missed deadlines or project delays due to equipment availability. Some

projects may require multiple mid-project payments, in which case amounts and a potential payment schedule will be specifically addressed in this agreement. The remaining total balance will be due upon receipt and will be issued on the date of completion and client acceptance. Deposits and payments are subject to cancellation fees.

Cancellation Policy: Client cancellation of a project post-agreement will result in a 15%-25% restocking fee on all returned equipment. The Client will be charged in full for any items considered non-returnable including but not limited to: structured & custom cabling, equipment racks, built-to-order or custom configured items (including but not limited to wood and ATA racks & cases, custom snakes and cables, most speakers that have a wood enclosure, modified or specially painted items, built to order trussing), closeout or discontinued items, personal items (including but not limited to in-ear buds, headphones, and certain microphones), replacement parts (including raw speakers and drivers), software, training videos, and used items. The Client will also be charged \$136.00 per man hour spent on-site up until the time of cancellation. Any amount not covered by the deposit will be billed to the Client. The remaining deposit amount post-cancellation fees will be refunded to the Client.

Project Guarantee: Force Tech guarantees the systems they design, sell, and install to be free of defects in materials and workmanship for a period of one (1) year from the date of completion. The date of completion will be specified at the end of the project in the functionality and completion portion of the project documents. Completion is the stage in the progress of the project when the responsibilities of Force Tech are considered to be sufficiently complete in accordance with the project documents. At that time the client can occupy or utilize the space and system for its intended use. If during that time, the system fails to perform as specified due to defective materials or workmanship, Force Tech will correct the issue without additional charge. Force Tech is not responsible for the condition or functionality of the client's existing equipment. This includes equipment that is to be modified or changed from its current functionality and integrated into the system that Force Tech is installing. All equipment to be provided by Force Tech will be new, A-stock product and eligible for all manufacturer warranties against defects unless otherwise stated and approved by the client. Force Tech cannot be held liable for parts and equipment installed in this system that are determined to be defective at the fault of the manufacturer. Force Tech will assist the client in obtaining a remedy under the manufacturer's warranty for system equipment. However, additional service visits, manufacturer's repair fees, shipping charges, and bench time may be billed at the prevailing labor and travel rates.

Client Responsibilities: Any necessary construction or additional work required for completion not specifically addressed in this proposal is considered the responsibility of the client. Client responsibilities not completed previous to the start of on-site installation may result in timeline extensions and change orders. Additional specifications for the client's responsibilities may be provided by Force Tech upon execution of this agreement. Client responsibilities include but are not limited to: all electrical provisions required to support the system, data network infrastructure as it pertains to connection of the proposed

system to a client network, all necessary infrastructure conduit cable trays, and/or raceway if requested, clear pathways for system cabling, necessary core-drilling, structural engineering, structural modifications, and structurally sound mounting points for mounting equipment. This includes any provisions that must be made to existing structure for mounting speakers, projectors, monitors, etc., custom carpentry & trim work, modifications and/or replacement and patchwork of ceiling tiles, grid, and drywall. Electrical Circuits: Force Tech will inform the client of power requirements to perform the install upon acceptance. Any and all installation or modification of electrical circuits, outlets, or cabling is the sole responsibility of the client or the client's arranged electrical contractor. It is suggested that all power meet the following requirements: properly installed per National Electrical Code (NEC), isolated ground (IG) circuits with orange IG receptacles, and clear identification of electrical panel and breaker on each receptacle. In some instances, it may be necessary for the system to be separated from the rest of the power in the building by an isolation transformer. Force Tech cannot be held responsible for "hum, buzz, & interference" in a system due to faulty power. Extensive troubleshooting of these issues discovered to be at fault of the client provided electrical may result in additional charges.



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

This request is to approve the proposal submitted by Riverway Plumbing in the amount of \$450.00 to cap and reroute an existing plumbing line to the grease trap to reduce fats, oils and solids into the waste line.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="GO BOND 2018"/>	<input type="text" value="4611"/>	<input type="text" value="\$450.00"/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text" value="Richard Crider"/>	<input type="text" value="812-893-6331"/>

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:

ADDENDUM TO Riverway Plumbing & Mechanical AGREEMENT

1. **Worker's Compensation.** Riverway Plumbing & Mechanical ("Contractor") shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as material breach of this Agreement, and may result in its cancellation without further cause.
2. **Liability Insurance.** Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least 1 million per occurrence, and 2 million dollars aggregate, and furnish proof of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as a material breach of this Agreement, and may result in its cancellation without further cause.
3. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person or property related to performance of the Project, and agrees to indemnify and save harmless the Board from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Project, except such claims, costs or suits arising out of the fault of the Board or its employees.
4. **Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his, hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin or ancestry – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

It is further agreed that a penalty may be deducted from the contract in the sum of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of this provision. If a second or subsequent violation occurs, this contract may be terminated, and all monies due or to become due hereunder may be forfeited. It is further agreed that a breach of this covenant may be considered a material breach of the contract.

5. **Compliance with Law.** Contractor shall, at its own expense, obtain all licenses and permits which may be necessary to complete the Project. Contractor shall comply with all applicable laws and regulations, and indemnify and save harmless the Board for any fines or expenses of any nature which it might incur from Contractor's noncompliance, including laws and regulations enforced by the State Fire Marshal, State Building Commissioner, Department of Fire Prevention and Building Safety, State Department of Health, O.S.H.A., state and local building codes and the Americans with Disabilities Act. Contractor will comply with IC 22-5-1.7-3. Specifically including the following:
 - Contractor to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program.
 - Contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists.

- Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.

6. **Independent Contractor.** It is understood and agreed that Contractor executes this Agreement as an independent contractor, and shall not be considered an employee or agent of the Board for any purpose. Contractor shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
7. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
8. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, Contractor and Board have executed this Addendum as dated below in two counterparts, each of which shall be deemed an original.

Riverway Plumbing & Mechanical
“Contractor”

Board of Commissioners of Monroe County
“Board”

by

Date _____

ATTEST: _____, 2024

 Brianne Gregory, Auditor

Riverway Plumbing & Mechanical



Riverway Plumbing & Mechanical
5450 S Old State Road 37
Bloomington, IN 47401, USA
info@riverwaypm.com
(812) 327-8080

Prepared For:
Richard Crider Youth Services Bureau of Monroe
County
615 S Adams St
Bloomington, Indiana 47403
(812) 803-6331
rcrider@co.monroe.in.us

Service Location:
Richard Crider Youth Services Bureau of Monroe
County
615 S Adams St
Bloomington, Indiana 47403
(812) 803-6331
rcrider@co.monroe.in.us

ESTIMATE

Estimate # 1124-1
Date Thu Jun 27 2024
Total 450.00

Description	QTY	Price	Amount
Waste Connection To cap existing 2 inch waste line and plumb the waste to run into the grease trap	1	\$450	\$450.00
		Sub total	\$450.00
		Total	\$450.00

Terms & Conditions:
Estimates are valid for 30 days from the date provided. This estimate is not guaranteed and is approximating charges to you. It is based on the anticipated details of the work to be done. It is possible for unexpected complications to cause some deviation from the costs stated in the estimate. If additional parts or labor are required, you will be contacted immediately. Prior to scheduling, a 50% deposit will be required for any estimate detailing excavation work or estimates greater than \$5,000. Riverway Plumbing & Mechanical warrants all products purchased within this estimate for a period of One (1) year from the date of the completed installation. By signing this estimate, the Homeowner shall fully defend, indemnify, and hold harmless Riverway Plumbing & Mechanical LLC from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death) whether brought by an individual or other entity.

Thank You For Your Business!



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

This request is to approve the proposal submitted by Riverway Plumbing & Mechanical in the amount of \$7,360.00 to furnish and install water fountain/bottle fillers and related hardware in the public areas on the second and third floors of the Charlotte Zietlow Justice Center.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="GO BOND 2022"/>	<input type="text" value="4815"/>	<input type="text" value="\$7,360.00"/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text" value="Richard Crider"/>	<input type="text" value="812-893-6331"/>

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Attorney who reviewed:

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3. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person or property related to performance of the Project, and agrees to indemnify and save harmless the Board from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Project, except such claims, costs or suits arising out of the fault of the Board or its employees.
4. **Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his, hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin or ancestry – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

It is further agreed that a penalty may be deducted from the contract in the sum of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of this provision. If a second or subsequent violation occurs, this contract may be terminated, and all monies due or to become due hereunder may be forfeited. It is further agreed that a breach of this covenant may be considered a material breach of the contract.

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Riverway Plumbing & Mechanical
“Contractor”

Board of Commissioners of Monroe County
“Board”

by

Date _____

ATTEST: _____, 2024

 Brianne Gregory, Auditor

