

THIS AGREEMENT ("Agreement") is by and between Janice Bays, (hereinafter referred to as "Consultant") and HI Jills House, LLC, (hereinafter referred to as "Facility"). Consultant and Facility may be referred to as a "Party" and collectively as "Parties".

It is the intent of the Parties to enter into an agreement with the Consultant acting as an advisor for healthcare operations, policy development, policy implementation, regulatory compliance, education, and dementia care with the Facility.

The Consultant agrees to act as advisor to Facility according to the below stipulated provisions:

- A. Consultant shall provide recommendations, plan for implementation, and the continuing assessment in the areas of health care operations, policy development and implementation and dementia care as requested by the administrator or director of nursing. Reports of each visit will be given to and retained by the administrator and director of nursing for follow up action and evaluation of performance.
- B. When requested by the administrator or director of nursing, Consultant shall provide in-service education.
- C. Consultant is stipulated to be an independent contractor and is not the agent of Facility. Further, Facility acknowledges that it has full control over the acts of all its employees and agencies supplying or administering services within Facility, and in accordance therewith, Consultant shall not be responsible to Facility for any losses or liabilities sustained as a result of their negligence or malfeasance.
- D. Facility shall take all necessary steps to assure complete access by Consultant to all records and supplies within Facility necessary for the performance of her duties herein.
- E. Consultant acknowledges and agrees that all records, policies and procedures, lists of property owned by Facility, client and customer lists, and any other data and information related to the Facility's business is confidential ("Confidential Information"). Therefore, except for disclosures required to be made to advance the business of the Facility and information which is a matter of public record, Consultant shall not, during the term of this Agreement or after its termination, disclose any Confidential Information for the benefit of the Consultant or any other person, except with the prior written consent of the Facility.
 - i. **Return of Documents.** Service Provider acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes, and other documentation related to the business of the Facility containing Confidential Information shall be the sole and exclusive property of the Facility and shall be returned to the Facility upon termination of this Agreement or upon written request of the Facility.
 - ii. **HIPPA.** Consultant will comply with all federal and state regulations governing the use of/disclosure of individually identifying health information to be in compliance with the privacy regulations under the Health Insurance Portability and Accountability Act.
 - iii. **Injunction.** Facility agrees that it would be difficult to measure damage to the Facility's business from any breach by the Consultant under this Section; therefore, any monetary damages would be an inadequate remedy for such breach. Accordingly, Consultant agrees that if she should breach this Section, the Facility shall be entitled to, in addition to all other remedies it may have at law or equity, to an injunction or other appropriate orders to restrain any such breach, without showing or proving actual damages sustained by the Facility.
 - iv. **No Release.** Consultant agrees that the termination of this Agreement shall not release her from the obligations in this Section.
- F. Consultant reserves the right to act as a consultant to any other related institution during the term of this Agreement or subsequent thereto.
- G. All services and products described herein shall be provided without regard to the race, color, creed, sex or national origin of the resident requiring such service.
- H. Consultant may use photos and videos taken at the Facility's building for educational purposes for the Facility only. To the extent Consultant wishes to use such media outside of the Facility, Consultant shall obtain the approval of the Facility's representatives.

- I. Either party may terminate this agreement with 30 days' notice, in writing, to the address of record below.
- J. The rate of compensation for services rendered is \$75 per hour. Mileage to and from the location will be reimbursed at current IRS mileage rate (2024 rate \$.67/mile). Additional travel expenses, such as lodging, or flights will be billed as a pass-through charge to the facility.
- K. Consultant will bill on the first day of each month. Payment will be due within 30 days. Invoices that exceed 30 days will incur a 1% finance charge each month.
- L. Consultant shall, at her own expense, provide proof of Worker's Compensation or a Worker's Compensation Waiver from the State of Indiana.
- M. No waiver of any provision of this Agreement shall be deemed or shall constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.
- N. This Agreement shall be governed by and shall be construed in accordance with the laws in the State of Indiana.
- O. **Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- P. **Additional Terms & Conditions (NONE)**
- Q. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties.

IN WITNESS WHEREOF, the Parties hereto agree to the above terms and have caused this Agreement to be executed in their names by their duly authorized officers.

For Consultant

Janice Bays
1560 East Tierney Street
Bloomington, IN 47401

X Janice K Bays

Signed on this date June 3, 2024

For Facility

HI Jills House LLC
751 E Tamarack Trail
Bloomington, IN

X Michael Enck

Signed on this date 6/3/2024