

SharCare LLC

NURSE CONSULTANT CONTRACT

THIS AGREEMENT made this _____ day of _____, 2023,
by and between Tippecanoe Villa
(hereinafter called “The Facility”) and SharCare, L.L.C. (hereinafter called the
“Consultant”).

WITNESSETH:

WHEREAS, The Facility has requested services to be provided by the Consultant.

WHEREAS, the Consultant has agreed to assist The Facility pursuant to the terms specified in this agreement.

NOW, THEREFORE, in consideration of the mutual agreements, covenants, and conditions herein contained, the parties hereto covenant and agree as follows:

1. The Consultant shall provide services of a NURSE CONSULTANT as requested for The Facility.
2. The Consultant shall:
 - A. Review current resident care needs; identify residents who may need additional support services and/or alternate placement; assist The Facility with location and arranging support services and/or alternate placement.
 - B. Monitor resident care delivery; provide recommendations and guidance to facility staff regarding appropriate care and services for the resident population in accordance with applicable regulations and staff qualifications.
 - C. Review pharmacy contract, policies, and procedures; review current pharmacy service provision; assist The Facility with resolution of problem areas.

- D. Review staff practices relative to medication management, including but not limited to:
 - I. Physicians' orders for medications upon admission and ongoing verbal order changes.
 - II. Pharmacy responsibility for maintaining accurate Monthly Physician Order Sheets and Medication Administration Records.
 - III. Secured medication storage.
 - IV. Discontinued medication disposal and record keeping.
 - V. Medication Self-Administration Evaluation process.
 - VI. Documentation of medication reminders.
 - VII. Observation of resident medication self-administration.
 - VIII. Documentation when "as-needed" medications are requested by a resident.
 - IX. Staff responsibilities and limitations relative to medication management.
- E. Additional services that can be provided:
 - I. Develop criterion for admission and continued stay utilizing a standardized evaluation methodology to ensure practices that are objective, non-discriminatory, and in the best interests of the residents and The Facility.
 - II. Provide policies and procedures for Resident Admission, Medical Evaluation, Medication Management, Scope of Services, Resident Accident Prevention and Safety, Resident to Resident Abuse, Incident Reporting, Advanced Directives, Resident Weights, COVID-19 Prevention Protocol, plus additional topics as requested.
 - III. Provide documentation forms for the systems identified above plus additional forms as requested.

- IV. Periodically review resident records to assure appropriate care and services are rendered.
 - V. Identify staff education topics needed; explore available resources and assist with provision of same. Provide on-going staff education and guidance as determined by observation of care and resident record review.
3. The Consultant shall be available for assistance with education and training needs, and any other services The Facility may request.
 4. The Consultation shall be available to The Facility administration and staff for telephone consultation at 317-506-7619 as needed.
 5. The Consultant shall maintain confidentiality regarding all resident matters, medical records, and facility business in accordance with all applicable laws and regulations.

TERMS:

1. This Agreement shall be effective _____, 2023, and shall remain in effect until terminated per written notice by either party and/or be subject to renegotiations and amendment by written subsequent agreement signed by both parties.
2. The Facility agrees to pay the Consultant at the rate of Sixty-five Dollars (\$65.00) per hour of consulting services. The number of on-site hours shall be commensurate to identified needs and subject to approval by the Tippecanoe County Commissioners not to exceed total fees of Sixty-five Hundred Dollars (\$6500.00). It is anticipated that some services can be provided remotely.
3. Time spent traveling to The Facility will be reimbursed at Sixty-five Dollars (\$65.00) per hour.
4. Personal expenses for meals, long distance calls, lodging, tips, etc., will be reimbursed at the rate incurred provided such expenses were required in conjunction with the performance of services hereunder.
5. Mileage will be reimbursed at the rate of fifty-five cents (\$.55) per mile.

6. The Consultant agrees to submit an invoice to The Facility at the conclusion of each month indicating all expenses incurred and fees applicable to the performance of the contractual agreement.
7. The Facility will reimburse the Consultant for all expenses and fees within thirty (30) days after receipt of invoice.
8. A retainer check in the amount of \$1500.00 shall be paid to the Consultant upon commencement of the first day of services for The Facility and will be refundable at the termination of this agreement when all invoices have been paid in full.
9. The Consultant shall be available for telephone consultation at (317) 506-7619 for any unique problems or questions that may arise for the duration of this agreement.
10. A monthly finance charge of 1.5% will be added if The Facility fails to reimburse the Consultant for all expenses and fees within sixty (60) days after submission of invoice.

INDEMNIFICATION:

The Facility shall indemnify and hold harmless SharCare or its employees and agents of and from all claims, suits, demands, damages, losses, cost and expenses, of whatsoever nature, brought by any person, or entity, which arise from or relate to the actions or negligent inaction of The Facility, its employees or agents. The Consultant shall indemnify and hold harmless The Facility, and its employees and agents of and from all claims, suits, demands, damages, losses, costs, and expenses, of whatsoever nature, brought by any person or entity, which arise from or relate to the actions or negligent inaction of Consultant, its employees or agents.

TERMINATION OF AGREEMENT:

Either party may terminate this agreement for any reason through submission of a written notice thirty (30) days prior to the effective date of termination.

ATTORNEY FEES

If suit is brought to enforce any of the terms or conditions of this Agreement, the prevailing party shall be entitled to recover such sums as the court may fix as cost and reasonable attorney fees, in addition to any other relief to which it may be entitled.

ENTIRE AGREEMENT, AMENDMENTS, AND WAIVERS:

This agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties. No supplement, modification, or waiver of this Agreement shall be binding unless executed in writing by both parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (regardless of whether similar), nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

IN WITNESS WHEREOF:

This contract was prepared jointly by the parties hereto and not by either party to the exclusion of the other.

Sharon Kennell, RN-BC, CLNC, WCC
Manager, SharCare, L.L.C.

Tippecanoe County Board of
Commissioners:

Dated _____

Dated _____

**TIPPECANOE COUNTY, INDIANA
ADDITIONAL TERMS AND CONDITIONS**

The attached and forgoing Nurse Consultant Agreement between **The Board of Commissioners of Tippecanoe County** (County) and **SharCare, LLC** (Contractor) is amended to incorporate by reference the following terms and conditions. Any provisions in the attached agreement which may be inconsistent with the following provisions shall be ineffective to the extent of any such inconsistency.

Non-Discrimination – Pursuant to IC 22-9-1-10, Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of the covenant may be regarded as a material breach of this Agreement.

Indemnification - The County's obligation to indemnify and hold harmless under the Agreement, if any, shall be limited in substance by state and federal statutes and constitutional provisions designed to protect the exposure and liability of County as a political subdivision of the State of Indiana or otherwise (e.g., actions and conditions as to which County is immunized by the Indiana Tort Claims Act, dollar limits stated in such Act, exemption from punitive damages, the 11th Amendment, and the ability to defeat a claim by reason of contributory negligence of fault of a claimant), so that County's liability and Contractor's liability, if any, resulting from this Agreement, shall not in any case exceed what might have been County's liability to a claimant had County been sued directly by the claimant in Indiana and all appropriate defenses had been raised by County.

Governing Law; Exclusive Jurisdiction; Exclusive Venue - This Agreement is entered into in Indiana and all matters arising under or related to this Agreement shall be governed by and construed in accordance with the substantive law (and not the law of conflicts) of the State of Indiana. Courts of competent authority located in Tippecanoe County, Indiana shall have sole and exclusive jurisdiction of any action arising out of or in connection with the Agreement, and such courts shall be the sole and exclusive venue for any such action.

Force Majeure - In the event that any party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster, actions or decrees of governmental bodies or communication line failure not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to other parties and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of such notice of the Force Majeure Event, the party whose ability to perform has not been so affected may be given written notice to terminate this Agreement.

E-Verify Employment Eligibility Verification - In accordance with IC 22-5-1.7, if Contractor

has any employees and the E-Verify program as defined in IC 22-5-1.7-3 is in existence, **Contractor** shall enroll in and verify the work eligibility status for all of Contractor's newly hired employees through the E-Verify program. Contractor shall not knowingly employ an unauthorized alien, nor shall Contractor retain an employee that **Contractor** subsequently learns is an unauthorized alien. The undersigned, on behalf of Contractor, hereby certifies that Contractor does not knowingly employ an unauthorized alien at the time of execution.

Contract Reporting Requirements - Contractor understands and acknowledges that the County is a "public agency" within the meaning of Indiana's Access to Public Records Act and, as such, the agreement or other contract between the parties may be subject to disclosure as a public record under IC 5-14-3. Contractor further understands and acknowledges that, under IC 5-14-3.8-3.5, if the amount to be paid during a calendar year by the County under the contract exceeds fifty-thousand dollars (\$50,000), the County will be required to scan and upload the digital image of the contract to the "Indiana transparency Internet web site."

Anti-Nepotism Requirements - Contractor hereby certifies either: a) Contractor is not a relative of an elected official (as defined by IC 36-1-21) of Tippecanoe County and is not a business that is wholly or partially owned by a relative of an elected official of Tippecanoe County; or b) the requirements set forth in IC 36-1-21-5(b) have been satisfied.

ACCEPTED:

ACCEPTED:

TIPPECANOE COUNTY
20 N. 3rd Street
Lafayette, IN 47901

SHARECARE, LLC
273 Andrews Blvd, E Drive
Plainfield, IN 46168

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____