

This Consulting Agreement, dated effective December 12, 2019 (this "Agreement"), is made and entered into by and among Sauk County Health Care Center (the "Company") and Hooper Consulting, LLC (the "Consultant").

ARTICLE 1 SCOPE OF WORK

1.1 Services. The Company has engaged Consultant to provide services in connection with the Company's consultation to the named Interim Administrator. Consultant will be available during the absence of the Administrator, and provide consultation to the named Interim Administrator, and such other services as described in Exhibit A.

1.2 Time and Availability. Consultant will devote an initial 20 hours in performing the services for the Company as stated herein. Consultant shall have discretion in selecting the dates and times it performs such consulting services throughout giving due regard to the needs of the Company's business. If the Company deems it necessary for the Consultant to provide more than 20 hours during the six week period named, Consultant will receive an additional 20 hour salary if the Company authorizes continued consultation in writing, and Consultant will continue as such if utilized until the six week period is completed.

1.3 Confidentiality. In order for Consultant to perform the consulting services, it may be necessary for the Company to provide Consultant with Confidential Information (as defined below) regarding the Company's business and products. The Company will rely heavily upon Consultant's integrity and prudent judgment to use this information only in the best interests of the Company. Consultant will be required to comply with all applicable laws, including the Health Insurance Portability and Accountability Act (or "HIPAA"), and Company reserves the right to require the consultant to sign Company's Business Associate Agreement if health information is exchanged, or Consultant may have exposure to health information during the course of consultative duties. The provisions of this Article 1.3 in no way undermine or negate the additional obligations of Consultant detailed in Article 5 of this Agreement.

1.4 Standard of Conduct. In rendering consulting services under this Agreement, Consultant shall conform to high professional standards of work and business ethics. Consultant shall not use time, materials, or equipment of the Company without the prior written consent of the Company. In no event shall Consultant take any action or accept any assistance or engage in any activity that would result in any university, governmental body, research institute or other person, entity, or organization acquiring any rights of any nature in the results of work performed by or for the Company.

1.5 Outside Services. Consultant shall not use the service of any other person, entity, or organization in the performance of Consultant's duties without the prior written consent of an officer of the Company. Should the Company consent to the use by Consultant of the services of any other person, entity, or organization, no information regarding the services to be performed under this Agreement shall be disclosed to that person, entity, or organization until such person, entity, or organization has executed an agreement to protect the confidentiality of the Company's Confidential Information (as defined in Article 5) and the Company's absolute and complete ownership of all right, title, and interest in the work performed under this Agreement.

1.6 Reports. Consultant shall, upon the request of Company, prepare a final report of Consultant's activities.

ARTICLE 2 INDEPENDENT CONTRACTOR

2.1 Independent Contractor. Consultant is an independent contractor and is not an employee, partner, or co-venturer of, or in any other service relationship with, the Company. The manner in which Consultant's services are rendered shall be within Consultant's sole control and discretion. Consultant is not authorized to speak for, represent, or obligate the Company in any manner without the prior express written authorization from an officer of the Company.

2.2 Taxes. Consultant shall be responsible for all taxes arising from compensation and other amounts paid under this Agreement, and shall be responsible for all payroll taxes and fringe benefits of Consultant's employees. Neither federal, nor state, nor local income tax, nor payroll tax of any kind, shall be withheld or paid by the Company on behalf of Consultant or his/her employees. Consultant understands that he/she is responsible to pay, according to law, Consultant's taxes and Consultant shall, when requested by the Company, properly document to the Company that any and all federal and state taxes have been paid.

2.3 Benefits. Consultant and Consultant's employees will not be eligible for, and shall not participate in, any employee pension, health, welfare, or other fringe benefit plan of the Company. No workers' compensation insurance shall be obtained by Company covering Consultant or Consultant's employees.A

ARTICLE 3 COMPENSATION FOR CONSULTING SERVICES

3.1 Compensation. The Company shall pay to Consultant \$1800.00 for services rendered to the Company under this Agreement. (Outlined in exhibit A) The compensation shall be paid within forty five days of receipt of a non-disputed invoice.

3.2 Reimbursement. The Company agrees to reimburse Consultant for all actual reasonable and necessary expenditures, which are directly related to the consulting services. These expenditures include, but are not limited to, expenses related to travel (i.e., hotel, meals, parking, mileage, etc.), telephone calls, and postal expenditures. Expenses incurred by Consultant will be reimbursed by the Company within 15 days of Consultant's proper written request for reimbursement.

ARTICLE 4 TERM AND TERMINATION

4.1 Term. This Agreement shall be effective as of December 12, 2019, and shall continue in full force and effect until January 20, 2020. Contract extended from January 20, 2020 through February 28, 2020. The Company and Consultant may negotiate to extend the term of this Agreement and the terms and conditions under which the relationship shall continue. Such extension will be mutually agreed upon in writing.

4.2 Termination. The Company may terminate this Agreement for "Cause," after giving Consultant written notice of the reason. Cause means: (1) Consultant has breached the provisions of Article 5 of this Agreement in any respect, or materially breached any other provision of this Agreement and the breach continues for 30 days following receipt of a notice from the Company; (2) Consultant has committed fraud, misappropriation, or embezzlement in connection with the Company's business; (3) Consultant has been convicted of a felony; or (4) Consultant's use of narcotics, liquor, or illicit drugs has a detrimental effect on the performance of his or her employment responsibilities, as determined by the Company.

4.3 Responsibility upon Termination. Any equipment provided by the Company to the Consultant in connection with or furtherance of Consultant's services under this Agreement, including, but not limited to, computers, laptops, and personal management tools, shall, immediately upon the termination of this Agreement, be returned to the Company.

ARTICLE 5 CONFIDENTIAL INFORMATION

5.1 Obligation of Confidentiality. In performing consulting services under this Agreement, Consultant may be exposed to and will be required to use certain "Confidential Information" (as hereinafter defined) of the Company. Consultant agrees that Consultant will not and Consultant's employees, agents, or representatives will not use, directly or indirectly, such Confidential Information for the benefit of any person, entity, or organization other than the Company, or disclose such Confidential Information without the written authorization of the Interim Administrator/Administrator of the Company, either during or after the term of this Agreement, for as long as such information retains the characteristics of Confidential Information.

5.2 Definition. "Confidential Information" means information not generally known and proprietary to the Company or to a third party for whom the Company is performing work, including, without limitation, information concerning any patents or trade secrets, confidential or secret designs, processes, formulae, source codes, plans, devices or material, research and development, proprietary software, analysis, techniques, materials, or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business of the Company, any vendor names, customer and supplier lists, databases, management systems and sales and marketing plans of the Company, any confidential secret development or research work of the Company, or any other confidential information or proprietary aspects of the business of the Company. All information which Consultant acquires or becomes acquainted with during the period of this Agreement, whether developed by Consultant or by others, which Consultant has a reasonable basis to believe to be Confidential Information, or which is treated by the Company as being Confidential Information, shall be presumed to be Confidential Information.

5.3 Property of the Company. Consultant agrees that all plans, manuals, and specific materials developed by the Consultant on behalf of the Company in connection with services rendered under this Agreement, are and shall remain the exclusive property of the Company. Promptly upon the expiration or termination of this Agreement, or upon the request of the Company, Consultant shall return to the Company all documents and tangible items, including samples, provided to Consultant or created by Consultant for use in connection with services to be rendered hereunder, including, without limitation, all Confidential Information, together with all copies and abstracts thereof..

ARTICLE 6 RIGHT TO INJUNCTIVE RELIEF

Consultant acknowledges that the terms of Article 5 of this Agreement are reasonably necessary to protect the legitimate interests of the Company, are reasonable in scope and duration, and are not unduly restrictive. Consultant further acknowledges that a breach of any of the terms of Article 5, of this Agreement will render irreparable harm to the Company, and that a remedy at law for breach of the Agreement is inadequate, and that the Company shall therefore be entitled to seek any and all equitable relief, including, but not limited to, injunctive relief, and to any other remedy that may be available under any applicable law or agreement between the parties. Consultant acknowledges that an award of damages to the Company does not preclude a court from ordering injunctive relief. Both damages and injunctive relief shall be proper modes of relief and are not to be considered as alternative remedies.

ARTICLE 7 GENERAL PROVISIONS

7.1 Construction of Terms. If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, that provision shall be severed and shall not affect the validity or enforceability of the remaining provisions.

7.2 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (and not the laws of conflicts) of the State of Wisconsin.

7.3 Complete Agreement. This Agreement constitutes the complete agreement and sets forth the entire understanding and agreement of the parties as to the subject matter of this Agreement and supersedes all prior discussions and understandings in respect to the subject of this Agreement, whether written or oral.

7.4 Modification. No modification, termination, or attempted waiver of this Agreement, or any provision thereof, shall be valid unless in writing signed by the party against whom the same is sought to be enforced.

7.5 Waiver of Breach. The waiver by a party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other or subsequent breach by the party in breach.

7.6 Successors and Assigns. This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, that the Agreement shall be assignable by the Company without Consultant's consent in the event the Company is acquired by or merged into another corporation or business entity. The benefits and obligations of this Agreement shall be binding upon and inure to the parties hereto, their successors and assigns.

7.7 Force Majeure. A force majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled and without the fault or negligence of the non-performing party. As herein used, force majeure means acts of war; terrorism; action of the elements; governmental interference; rationing; or any other cause which is beyond the control of the party affected and which, by the exercise of reasonable diligence, said party is unable to prevent delays arising as a result thereof or to predict and through advance planning avoid these delays. Neither the Consultant nor the Company shall be liable to the other for any delay in or failure of performance due to a force majeure occurrence. Any delay in or failure of performance may not in and of itself give rise to any liability for damages; however, the Company may elect to terminate the Agreement for cause should its operations, in its sole judgment, be materially threatened by reason of extended delay or failure of performance. A force majeure occurrence shall extend the period for Consultant performance to such extent as reasonably determined by the Company to be necessary to enable complete performance by the Consultant if reasonable diligence is exercised after the cause of delay or failure has been removed.

7.8 Indemnification/Insurance. The Consultant shall indemnify and hold harmless Company, and its officers, agents, and employees from and against any and all liability including claims, demands, losses, costs (including attorney's fees and costs), damages, and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with, or occurring during the course of the Agreement where this liability is founded upon or grows out of the acts or omissions of the Consultant, its officers, employees, agents, or independent contractors or subcontractors (or subcontractors or independent contractors thereof). Consultant shall maintain commercially reasonable insurance coverage throughout the life of this Agreement.

7.9 Promotional Advertising. The Company shall review and approve any ads, promotional materials, press releases, or similar media in which the Company, its intellectual property, or its products are identified prior to the public release of such media. The Company's approval shall relate to the appropriate use and portrayal of the Company's name, intellectual property, or products, and shall not constitute an endorsement of or involvement in the Consultant's promotional advertising.

IN WITNESS WHEREOF, this Agreement is executed as of the date set forth above.

[COMPANY]


By:

Its:

[CONSULTANT]

By:

Its:

 RW NH;

Hager Consulting, LLC

January 17-2020

Exhibit A

Sauk County Health Care Center agrees to pay Hooper Consulting, LLC for consulting services for consulting services rendered during the absence of the Sauk County Health Care Administrator's absence, and the Interim Administrator has been named.

The consulting services agreement is extended to begin January 20, 2020 until February 28, 2020 unless further terms would be negotiated.

The fee for consulting services are to begin with an initial twenty-hour schedule at a fee of \$1800.00. The twenty hours will be tracked by the consultant as well as the Interim Administrator and will include, time including phone calls, emails, driving time, time at the Sauk County Health Care Center and any other time that would come up related to compliance with state and federal nursing home regulations.

Should the Interim Administrator not require any consultation from Hooper Consulting, LLC during the six-week duration, (January 20, 2020-February 28, 2020) the initial twenty-hour schedule fee of \$1800.00 will not be reimbursed to Sauk County Health Care Center. The agreement shall remain that this fee has been established as the consultant fee. Should the initial twenty-hour schedule be exhausted, an additional twenty-hour schedule of \$1800.00 will be paid to Hooper Consulting, LLC at the first of the month following the addition time schedule.

This schedule of hours being exhausted and fee schedule established will continue throughout the six-week duration of January 20, 2020 through February 28, 2020.