Health Care Reform Learning Collaborative Proposal

LeadingAge Indiana
Indianapolis, Indiana

January 22, 2013
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INTRODUCTION

Health Dimensions Group (HDG) will establish and lead a year-long educational program that will be designed as an interactive learning collaborative for LeadingAge Indiana members. The goal of this collaborative is to enable each member organization to develop a health care reform strategy unique for their organization in their local market by providing targeted education and processes on key topics.
SCOPE OF WORK

Key components of the scope of work will include:

- In-person kick-off for the learning collaborative (April 2013 as a freestanding meeting)
- Eleven webinars on educational topics in three key areas, including Trend and Strategy; Operations; and Clinical Pathway Development
- Three learning circle conference calls on clinical pathway development
- In-person meeting during fall conference in October 2013 to provide collective guidance to individual teams; share strategies among organizations via strategy cafés; and provide relevant updates
- Moderated discussion group where real-time guidance will be offered by HDG expert consultants
- Targeted reading lists and relevant literature

Initially, we are planning for a learning collaborative that will engage 20 member organizations who are working to develop a successful local, market-based health care reform strategy. However, we are able to include many more members with minor modifications to scope, such as additional learning circle calls and some additional time allocated for responding to email discussions.

Each participating organization will create a health care reform strategy team of two to three individuals, develop a charter for that internal task force, and collectively participate during the year. Strategies for small and rural providers will be incorporated throughout the process.

To begin the learning collaborative, HDG will prepare a planning document that will provide a road map for the year-long process and will be provided in advance of the kick-off meeting. The components of the work are outlined next.

Kick-Off Meeting

Goals and presentations during the kick-off meeting will include:

- HDG presentation on the latest state and federal health care reform updates
- Framework for creating the health care reform readiness action plan
- Review of goals and steps during the year-long learning collaborative

We may also begin the clinical pathway development, pending the final schedule.
**Monthly Webinars**

HDG will develop and offer eleven webinars to be scheduled during the year. We will offer two webinars in the first month to begin the series, as well as clinical pathway development, to be followed by one webinar per month except December.

While the final selection of webinar topics is to be determined, we have suggested a number of new and cutting-edge topics appropriate for your consideration. These topics can be adjusted as needed after the series begin.

**Trends and Strategy**

- **Big Dog Readiness**: working up to a real partnership with hospitals and health systems
- **Understanding Population-Based Health**: identifying who the at-risk entities are, including ACOs, what their hot buttons are, and how to press them
- **Network Development**: preparing for collaborations and affiliations, working with other aging services providers, and negotiating with an MCO
- **Next Generation Models**: understanding bundling for post-acute care
- **PACE**: evaluating a Program of All-inclusive Care for the Elderly (PACE) for your organization and the critical success factors (note: only if the rate improves)
- **Medicaid Managed Care Developments**: learning about updates and specifics on the state’s plans for developing coordinated care organizations (note: only if there is robust information available)

**Operations Track**

- **Building Your Dashboard—Measures That Will Matter**: learning how the payors, at-risk entities, and plans are being measured; will include the LeadingAge Indiana effort as well as a broader set of measures for a range of programs and services
- **Deploying Technology Solutions in Managing Complex Subacute Patients**: creating a state-of-the-art subacute program that payors will want
- **Referral Development**: developing and communicating your value proposition, creating a proactive referral development program, building clinical collaborations, and participating in preferred provider relationships

**Clinical Pathway Development Track**

HDG will take existing published materials, as well as some of our own materials, and develop a simple “how-to” guide with a step-by-step process that each facility would use to develop a clinical pathway. Each organization will be asked to select one clinical pathway for development. HDG will prepare a literature review on COPD as a suggested focus with the final selection to be determined.
We will hold a series of three webinars on clinical pathway development. Topics to be addressed will also incorporate related strategies and tools, including readmission reduction strategies, effective use of INTERACT tools, evidence-based care transitions models, and the need for a more intensive medical model, including leveraging relationships with medical providers in a health home environment.

Each webinar will be sequenced as follows:

- Define priority care pathways and a step-by-step process of creating a care pathway for a selected condition using the guide that HDG will develop for this process; each facility will be asked to develop a detailed work plan to take back to their facility to flesh out allocation of responsibilities, due dates, and check-in points.

- Walk through the actual process of developing a care pathway (HDG will utilize COPD as an example and do a literature review for COPD); introduce how various tools can be incorporated into the pathway implementation, including readmission reduction strategies, enhanced use of medical model, and more-effective use of INTERACT tools.

- Review a plan for implementation, tracking, and monitoring; discuss how clinical pathways can be the building block for creating a bundling relationship with hospitals, improving the residents’ experience, and identifying next steps.

**Learning Circles**

A learning circle conference call will be convened after each of the three clinical pathway webinars, detailed in the preceding section. Depending upon the number of member organizations that sign up for this series, we may plan on additional learning circles so that there will be meaningful exchange during the calls.

**In-Person Meeting During Fall Conference**

We will plan for a half-day meeting of participants during the fall conference. The main purpose of this meeting will be to hold facilitated “strategy cafés” where teams can participate in a series of hosted strategy discussions on topics to be selected based upon the discussion threads.

HDG will also provide relevant and late-breaking state and federal health care reform updates.

**Moderated Discussion Group**

LeadingAge Indiana would determine the best platform for moderated on-line discussion threads that will be ongoing throughout the year.
HDG staff will monitor the discussion boards and provide general guidance and facilitate discussion. Depending upon the number of member organizations that sign up for the learning series, some adjustments may be made in the staffing to allow sufficient response to the discussion threads.

**Reading Lists and Relevant Literature**

HDG will develop a literature review for clinical pathway development in general, research on the selected clinical area of focus, health care reform, and related topics.

**Summary of Written Deliverables**

HDG will develop and provide the following materials for the learning collaborative:

- Guide to the learning collaborative
- Health care reform readiness plan template
- General reading list and literature on clinical area (possibly COPD or heart failure)
- How-to guide for clinical pathway development
HEALTH DIMENSIONS GROUP OVERVIEW

Health Dimensions Group (HDG) is a privately held entity that was formed in May 2000. Our roots are deeply set within the acute and post-acute industry and our leadership has served a diverse group of clients for more than 25 years. HDG is governed by a board of directors and employs more than 75 staff throughout the country, with headquarters in Minneapolis, Minnesota.

As one of the nation’s thought leaders, HDG offers industry-leading expertise in consulting and management services to hospitals, health systems, and post-acute, long-term care, and senior living providers across the nation.

The aging services and post-acute care industry continues to undergo major transformation, and HDG understands the opportunities and challenges inherent with these uncertain and unsettling times. Our experienced industry leaders create customized approaches specific to your unique circumstances to ensure you are well-positioned and equipped to navigate the landscape of changes in senior care.

Be assured that the solutions we bring are all delivered with a commitment to our core values of hospitality, stewardship, integrity, respect, and humor. It’s not only what we do but how we do it that makes us a national leader and trusted advisor to those we serve.

**Our Experience and Services**

The HDG team of experienced professionals has the knowledge and expertise throughout the entire continuum of health care and senior services to maximize your organization’s success. In addition to a complete array of consulting services, HDG provides management services for long-term care, assisted living, independent living, and senior care campuses. Descriptions of related project experience and client references are available upon request.

By listening to each client’s unique and specific needs, HDG meets and exceeds client expectations by creating custom strategies that lead to measurable results. Some of the services we provide include:

- Strategic planning and positioning
- Health care continuum alignments
- Market growth strategies
- Payor-provider model development including accountable care organizations (ACOs)
- Senior service line development
- Operational and performance improvement (clinical, financial and billing, regulatory compliance, and reimbursement advisory)
• Transitional leadership services
• Interim management
• Transaction advisory solutions
• Turnaround and full-service management

What Makes Us Unique

Senior care is our focus, and our practice encompasses every sector of pre- and post-acute care. We are national thought leaders in post-acute care delivery, hospital post-acute integration, and managed long-term care. Our operational experience in all aspects of health care services provides a depth and breadth of expertise to all our projects. We offer practical business solutions that draw from our strategic and operational expertise and make recommendations on what is achievable and how to develop them successfully.
PROJECT TEAM

The HDG team of professionals provides tailored solutions that meet today’s challenges, along with industry leadership that envisions tomorrow’s opportunities, to meet the individual needs of each client. All of our HDG experts are available in their area of expertise to offer webinars and respond to email discussion threads.

Project team members responsible for the execution of this project and for ensuring your satisfaction include the following.

Jade Gong, RN, MBA, Vice President Strategic Initiatives, will oversee all aspects of the project, participate in the kick-off meeting, and provide relevant seminars and education on dual eligible managed care, PACE, and health care reform updates. With more than 25 years of experience, Ms. Gong is a nationally recognized expert in the financing and operations of post-acute and long-term care programs funded by Medicare and Medicaid. She assists health systems and other long-term care providers to develop strategic, business, and operational plans for programs that integrate acute and long-term care and is currently assisting LeadingAge members and other health care organizations to take advantage of new opportunities presented by health care reform in delivering integrated care to dual eligibles.

Andy Edeburn, MA, Vice President, Continuum Strategies, will participate in on-site meetings and lead many of the trends and strategy webinars. With nearly 20 years of consulting experience, Mr. Edeburn has worked across the country, assisting post-acute and aging services organizations identify new market opportunities, redevelop or reposition existing assets, explore new business models and prepare for the impact of health care reform on both strategic and tactical fronts. He directs client engagements ranging from simple market analyses for standalone facilities through full-scale strategic planning efforts for major health systems.

Beth Carlson, MSHSA, BSN, Senior Consultant, will serve as overall project manager and as your main contact on this project. She will also lead the clinical pathway development portion of this project. Ms. Carlson has more than 30 years of senior services experience, including home- and community-based service delivery and residential services for seniors. Her experience includes development and start up of a multi-million dollar campus partnership between a senior living provider and the Sisters of St. Joseph of Carondelet to create an innovative continuum of care community.
Brian Fuller, MBA, Senior Consultant, will participate in the second on-site meeting, facilitate the strategy café, and lead the webinars on dashboards and referral development. Mr. Fuller has more than 10 years of experience in system-wide strategic planning to support strategic business and partnership initiatives. His expertise encompasses efforts to achieve growth objectives, strengthen market position and clinical leadership, improve financial performance, and enhance capabilities across organizational service and business lines. Mr. Fuller’s focus has been on exploring new business models, care delivery approaches, and partnership options to position for health care reform.

Two other team members are available to provide webinars and respond to member questions throughout the learning series.

Diane Peters, RN, NHA, MS, Senior Consultant, has more than 35 years of experience in the health care field, including work as a clinician, health care administrator, regional assisted living director, educator, health care lobbyist, and quality improvement consultant. She has extensive experience with design and implementation of INTERACT II tools and has conducted numerous presentations and workshops on quality leadership, management, and organizational system improvement.

Ellen First, RN, BSN, MSN, RAC-CT 3.0, Project Manager/Senior Consultant, has extensive clinical experience in leadership of skilled nursing, assisted living, and residential care facilities and systems, as well as MDS 3.0 training and assessment of clinical reimbursement. She is thoroughly knowledgeable in optimizing clinical reimbursement strategies.

Complete professional biographical information for the project team members is included in Appendix A.
FEES AND EXPENSES

Professional Fees
Professional fees for services described herein will be $104,000, plus direct expenses. The fees are based on the time required to complete all work described in this proposal by selected consultants.

If additional work or site visits beyond those described in this proposal and estimated as part of the total fees are requested by the client, we will notify the client and will not proceed without written authorization from the client.

Some adjustment in professional time and fees may be needed, depending upon the number of participating organizations, as noted earlier in this proposal.

Expenses
Direct expenses are billed separately due to variability in travel expenses, lodging, and ancillary usage (e.g., long distance phone calls, postage, and data acquisition.) Due to timing delays in accounting for expenses, there may be a 60–90 day lag in the final expenses billing.

Retainer and Billing Schedule
An initial retainer for the entire engagement of $14,900 is due to HDG’s corporate office immediately upon signing the enclosed letter of engagement and prior to initiation of the project. The balance of $89,100 will be billed in 11 monthly invoices of $8,100 each. The final payment and out-of-pocket expenses billed to that date are due upon completion of the last educational event. Payment on the final expenses billing is due within 20 days of receipt.

All monthly billings are due within 20 days of receipt and must be paid in full. Interest at the rate of 1 percent per month will be added to bills for which payment is not received within 20 days. Unpaid interest will accrue from month to month until the entire balance plus interest is paid. The client is responsible for all costs associated with collection efforts for unpaid fees, interest, and expenses, including reasonable attorney fees.

Valid Period
The fees quoted herein are valid for 90 days from the date of the proposal. After 90 days, we reserve the right to adjust the fees upward based on our usual and customary charges as well as market conditions.

Terms and Conditions
HDG’s standard terms and conditions are included as Appendix B to this proposal.
LETTER OF ENGAGEMENT

Health Care Reform Learning Collaborative

LEADINGAGE INDIANA

Health Dimensions Group is pleased to have the opportunity to work with LeadingAge Indiana to provide a year-long interactive educational program for LeadingAge Indiana members for total fees of $104,000, plus direct expenses. If the attached Health Care Reform Learning Collaborative Proposal, dated January 22, 2013, which is incorporated by reference, meets with your approval, please sign in the area designated below and return one original copy of this page to the HDG office at:

Health Dimensions Group
Attention: Carly Doenges
4400 Baker Road, Suite 100
Minneapolis, MN 55343
Phone: 763.537.5700
Fax: 763.537.9200
Email: carlyd@hdgi1.com

Please provide name and contact information for HDG to send invoices:

Name: ________________________________
Address: ________________________________
Address 2: ________________________________
City: ________________________________ State: ____________ ZIP: ________________________________
Phone: ________________________________ Email: ________________________________

Agreed and accepted this ___ day of _____________, 2013.

For: LeadingAge Indiana For: Health Dimensions Group

<table>
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<tr>
<th>Signature</th>
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<tr>
<td>Craig Abbott</td>
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<td>Chief Executive Officer</td>
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Please Print Name and Title

Please return this signed copy to Health Dimensions Group.
LETTER OF ENGAGEMENT

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Health Dimensions Group
Attention: Carly Doenges
4400 Baker Road, Suite 100
Minneapolis, MN 55343
Phone: 763.537.5700
Fax: 763.537.9200
Email: carlyd@hdgi1.com

Please provide name and contact information for HDG to send invoices:

Name: ________________________________________
Address: ______________________________________
Address 2: ______________________________________
City: __________________________________________
State: ____________ ZIP: ________________________
Phone: ________________________________________
Email: _________________________________________

Agreed and accepted this ____ day of _____________, 2013.

For: LeadingAge Indiana For: Health Dimensions Group

Signature

Craig Abbott
Chief Executive Officer

Please Print Name and Title

Please retain this copy for your records.
APPENDIX A: HEALTH DIMENSIONS GROUP PROJECT TEAM
PROFESSIONAL BIOGRAPHIES
Jade Gong, MBA, RN
Vice President, Strategic Initiatives

Jade Gong is a nationally recognized expert in the financing and operations of senior care and managed long-term care programs. As vice president of strategic initiatives for Health Dimensions Group, she assists clients to develop integrated models of care that are aligned with the opportunities in health care reform. She also leads Health Dimensions Group’s development of strategic business opportunities.

Previously, Ms. Gong was vice president of public policy for the National PACE Association, where she successfully led the association’s effort to secure the Veterans Administration as a payor for Program of All-Inclusive Care for the Elderly (PACE) services. She also served as the association’s expert on Medicaid payment methodologies and funding for health information technology and provided technical assistance to rural PACE programs.

Ms. Gong had previously been vice president of consulting at Health Dimensions Group, where she created the PACE Technical Assistance Center and directed numerous feasibility studies in urban and rural areas, operational reviews, and strategic plans for operating and prospective PACE programs. She also directed strategic and operational review for health systems and development of Veterans Administration-funded state homes.

Ms. Gong has expertise in the following areas of senior service delivery:

- Strategic and business planning for senior care programs that are aligned with emerging Medicare and Medicaid trends
- PACE feasibility studies and operational reviews
- Analysis of the impact of Medicare and Medicaid polices on post-acute and long-term care providers
- In-depth knowledge of veterans, home- and community-based, and long-term care programs
- Successful implementation of a variety of senior care programs

Ms. Gong has served on the congressionally mandated Geriatrics and Gerontology Advisory Committee of the Veterans Administration, has testified before Congress on how to provide long-term care to the nation’s veterans, and was a 2006 at-large delegate to the White House Conference on Aging. She has also served on the board of Capital Hospice in Fairfax, Virginia. Ms. Gong is a frequent speaker at national meetings and teaches strategic planning for the health care management graduate program at Marymount University’s School of Business Administration in Arlington, Virginia. Additionally, Ms. Gong is published on a variety of Medicare, Medicaid, and PACE topics.

CONTACT
Phone: 703.243.7391
Cell: 703.342.2615
Email: jadeg@hdgi1.com

EDUCATION
Yale School of Management
Master of Business Administration

New York University
Bachelor of Science in Nursing

PROFESSIONAL ASSOCIATIONS
American Geriatrics Society
National PACE Association
2012 Public Policy Committee Member

International Association of Homes and Services for the Ageing Global Ageing Network
Andy Edeburn, MA  
Vice President, Continuum Strategies

With nearly 20 years of consulting experience, Andy Edeburn has worked across the country, assisting post-acute and aging services organizations to identify new market opportunities, redevelop or reposition existing assets, explore new business models, and prepare for the impact of health care reform on both strategic and tactical fronts. Over his career, Mr. Edeburn has worked with both for-profit and nonprofit organizations, multi-site senior living and SNF operators, CCRCs, standalone communities, and other post-acute providers. He has directed numerous client engagements, ranging from simple market analyses for standalone facilities through full-scale strategic planning efforts for major health systems.

Mr. Edeburn’s consulting expertise includes:

- Strategic planning, strategy development and facilitation for aging services and post-acute care providers
- Business and operational planning for new development and repositioning efforts
- Market research, feasibility studies, and demand analysis for post-acute care and senior living
- Consumer research, survey design, and focus group facilitation
- Sales, marketing and referral development training
- Plan development and implementation for marketing and public relations
- Marketing audits, collateral development, and media planning

Mr. Edeburn worked previously as a health care consultant manager with CliftonLarsonAllen’s national health care consulting practice, providing a wide range of strategic planning and marketing services to post-acute care and aging service providers. Additionally, he was a sales and marketing consultant for the Evangelical Lutheran Good Samaritan Society where he provided marketing consulting and training to more than 140 skilled nursing facilities, assisted living, senior housing communities, adult day programs, and home health agencies across the country. His experience also includes marketing management positions with Sioux Valley Hospitals and Health System and communication consulting for nonprofit organizations, corporations, and state and federal agencies.

Mr. Edeburn is a frequent speaker at state and national conferences, trade association meetings, and other events, including LeadingAge, LTC100, and Aging Services of Minnesota.
Beth Carlson, MSHSA, BSN
Senior Consultant

Beth Carlson brings expertise in a wide range of delivery of home- and community-based services and residential services for seniors. She advises clients on program design, development, and execution of innovative programs for seniors, building upon each organization’s strengths and innovative collaborations.

Ms. Carlson’s expertise includes program development and operations in the following areas:

- Skilled home care services
- Home- and community-based service delivery
- Private duty and personal care nursing services
- Senior and disability housing and care continuum development and management, including market rate and low-income HUD 202/811 and USDA Rural Development

Ms. Carlson has more than 30 years of senior services experience. In prior positions, she was responsible for program development, operations, and transitions, including home care services, skilled nursing facilities, and low-income housing for seniors and persons with physical mental and developmental disabilities. As a campus administrator, Ms. Carlson’s responsibilities included the development and start up of a multi-million dollar campus partnership between a senior living provider and the Sisters of St. Joseph of Carondelet to create an innovative continuum of care community.
Brian Fuller, MBA
Senior Consultant

Brian Fuller has more than ten years of experience in system-wide strategic planning to support strategic business and partnership initiatives. His expertise encompasses efforts to achieve growth objectives, strengthen market position and clinical leadership, improve financial performance, and enhance capabilities across organizational service and business lines. Mr. Fuller’s focus has been on exploring new business models, care delivery approaches, and partnership options to position for health care reform.

Prior to joining Health Dimensions Group, Mr. Fuller served as vice president of an integrated post-acute health care organization and was responsible for positioning the system for future health care delivery environments. He has been actively involved in the Center for Medicare and Medicaid Innovation’s (CMMI) bundled payment for care improvement initiative, both authoring applications and serving as an expert panel reviewer. Mr. Fuller was also responsible for overall operations and strategy of the system’s skilled nursing division.

Mr. Fuller’s areas of expertise include:
- Health care strategy and business planning
- Post-acute care integration, development, and operations
- Strategic planning
- Mergers, acquisitions, joint ventures, and strategic partnerships
- Feasibility analysis, market demand, and utilization studies

Prior to joining the post-acute health care industry, Mr. Fuller served in various higher education roles where he provided analytical, planning, and strategic support for university initiatives focused on enrollment growth, organizational assessment, and academic excellence.

CONTACT
Phone: 763.537.5700
Email: brianf@hdgi1.com

EDUCATION
Georgia Southern University
MBA
Business Administration
The University of Georgia
Bachelor of Science
Psychology

PROFESSIONAL CERTIFICATION
American College of Healthcare Executives
Fellow

PROFESSIONAL ASSOCIATIONS
Society for Healthcare Strategy and Market Development Advisory Board
Vision 2015 Committee
Speaker at National Conference
American College of Healthcare Executives
North Florida Program Council
American Rehabilitation Providers Association
American Health Care Association
Florida Health Care Association
Florida Hospital Association
Diane Peters, RN, NHA, MS
Senior Consultant

Diane Peters assists health care organizations in the achievement of their operational and strategic objectives, such as due diligence for acquisitions and clinical and operational assessments. She has extensive experience in both providing and oversight of interim services for administrators and directors of nursing, survey management, clinical/administrative training and mentoring, and various developmental activities.

Ms. Peters’ experiences in the health care field include the following:

- Strategic and business planning for health care organizations particularly related to hospital throughput, post-acute care, and geriatric/senior services care continuums
- Redesigning health care delivery systems for chronic care management and home- and community-based services for hospitals, long-term care providers, and senior living communities
- Development of and operational improvements for post-acute care and senior services programs
- Service on several national and regional committees and work groups focused on culture change and quality improvement in health care delivery and workforce development
- Presenter of numerous presentations and workshops on quality leadership, management, and organizational system improvement

Ms. Peters has more than 35 years of experience in the health care field including work as a clinician, health care administrator, regional assisted living director, educator, health care lobbyist, and quality improvement consultant. In addition to work in health care settings, Ms. Peters was the director of nursing home and home health initiatives for the Wisconsin Quality Improvement Organization and the vice president of quality and workforce development for the Wisconsin Hospital Association.
Ellen First, RN, BSN, MSN, RAC-CT3.0
Project Manager/Senior Consultant

Ellen First is responsible for oversight and development of clinical programming, continual survey readiness, and continuous quality improvement for all assigned facilities. In addition, Ms. First assists with implementation of clinical software training and support at assigned facilities, as well as oversight of accurate and timely completion of the RAI.

Ms. First’s areas of expertise include the following:

- Strategic and business planning for health care organizations particularly related to hospital throughput, post-acute care, and geriatric/senior services care continuums, with special focus on skilled nursing facility positioning and partnerships
- Extensive clinical experience in leadership of skilled nursing, assisted living, and residential care facilities and systems
- MDS 3.0 training and assessment of clinical reimbursement
- Thorough knowledge of clinical software applications and training
- Demonstrated knowledge and expertise in optimized clinical reimbursement strategies

Ms. First possesses more than 25 years of strategy and nursing experience with both large and small health care facilities. Her experience includes customer support in clinical pharmacy services and clinical operations of a health care management company. She also was a founding co-chair of the central New Jersey Lori Harney Ethics Committee, which continues as a resource in provision of case consultation in issues of end-of-life and everyday ethics questions.
Our analyses are based on estimates, assumptions, and other information developed from our knowledge of the industry and meetings with you and your associates. The conclusions contained in the report depend in part on the accuracy and completeness of information we receive from you and your associates, as well as the level of cooperation we receive. Since the report and any projections contained in the report are based on estimates and assumptions which are inherently subject to uncertainty and variation depending upon evolving events, we do not represent the projections as results that will actually be achieved. In addition, unless expressly included in the proposal, evaluation of management’s effectiveness is not a part of this engagement, nor are we responsible for future operating efforts and other management actions and other conditions not within our control upon which actual results will depend.

Our proposed scope of services and professional fees include allowances for the elements and conditions we expect to encounter in the course of the engagement. In the event we encounter situations that indicate a need for revision or modification in the scope of work, our fees, expenses, or schedule, we will discuss with you the causes and likely effects of the required modifications both in terms of timing and fees and expenses before proceeding. In the event this engagement is terminated, our fees will be based upon hourly rates for the time and expenses incurred to that date.

The report and the analyses and the conclusions contained in the report are intended solely for your own internal use and apply only in the context described in this proposal and any RFP. Neither the report nor its contents may be referred to or quoted in any registration statements, prospectus, loan, or other agreement or document without our prior written consent. There may be differences between the forecasted and actual results because events and circumstances frequently do not occur as expected; therefore, the actual results achieved during the forecast period will vary from the forecast and the variations may be material.

The terms of this engagement are such that we have no obligation to revise reports to reflect events or conditions that occur after the date reports are prepared. However, we are available to evaluate the need for revisions in view of changes in the economic or market factors or subsequent events and conditions affecting the conclusions reached or recommendations made in the report.

In the event that it should be determined that Section 952 of the Omnibus Reconciliation Act of 1980 (P.O. 96-499) is applicable to this engagement, we agree to make available the appropriate books and records to extents required by law for years covered by this Act. This proposal includes the attached letter of engagement, and is the sole property of Health Dimensions Group. It may not be disclosed, reproduced, or distributed without our prior written permission. If the letter of engagement is not completed between the client and Health Dimensions Group within 90 days, the client agrees to return the original and all copies of the proposal to Health Dimensions Group.

Unless the client makes a written request that we not do so, Health Dimensions Group is free to use the client’s name and a descriptor of the project in its marketing materials.

In order to provide the best and most cost-effective result to clients, Health Dimensions Group from time to time subcontracts portions of projects to independent contractors, so some of the people you encounter during this engagement may not be employees of the company. These are consultants who have impressed Health Dimensions Group with their expertise and high standards, and so your experience should be seamless; however, any variations in this proposal, changes in fees, expenses, and scope of the work must be approved by Health Dimensions Group’s CEO, one of its principals, or the Health Dimensions Group’s signer of this agreement, and not a subcontractor. Health Dimensions Group provides executive search services to fill critical positions in clients’ organizational charts. The client agrees not to recruit, solicit, or retain any Health Dimensions Group employee or consultant within twelve (12) months of the end of this engagement without Health Dimensions Group’s prior consent, which may be conditioned on payment of fees for employee search services. Health Dimensions Group shall be entitled to seek equitable remedies in addition to any monetary damages arising from the breach of this prohibition.

Miscellaneous Provisions

Headings. The section or paragraph headings in this proposal are for reference purposes only and do not affect meaning or interpretation.

Waiver. The failure of a party to insist upon the performance of any term in this proposal does not constitute a waiver of that term in the future. The failure to exercise any rights or privileges, or the waiver of any breach of this proposal, does not result in a future waiver of the breached term or the rights or privileges not exercised. Those terms, rights, and privileges remain in effect as if no such forbearance or waiver had occurred.

Entire Agreement. This proposal and the letter of engagement are the parties’ final expression of the parties’ agreement, and is the parties’ complete and exclusive understanding, notwithstanding any prior negotiations or agreements. Any changes to this proposal must be in writing, and signed by both parties.

Counterparts. This proposal and the letter of engagement may be executed in any number of counterparts, each of which will be an original, facsimile, or electronic record, and all such counterparts together will constitute but one and the same instrument.

Governing Law. This engagement is governed in all respects exclusively by the laws of the State of Minnesota. All parties submit to the exclusive jurisdiction of the federal and state courts of Minnesota, and venue in Hennepin County, Minnesota.

No Third Party Beneficiary Rights. This proposal is for the benefit of and is binding upon the parties and their respective successors and permitted assigns, and is not intended to apply to any person or entity other than the parties hereto.
Severability. In the event any provision of this proposal and the letter of engagement is held to be unenforceable for any reason, the unenforceability thereof will not affect the remainder of this proposal and the letter of engagement, which will remain in full force and effect and enforceable in accordance with its terms.

Assignment. Neither this proposal and the letter of engagement nor any part of this proposal and the letter of engagement, including any rights to the report and conclusions contained in the report, may be assigned by the parties without the prior written consent of the other party. Health Dimensions Group may assign this proposal and the letter of engagement pursuant to a reorganization of Health Dimensions Group, or to a subsidiary, parent or other related entity without first obtaining the client’s consent.

Non Discrimination. So long as required by federal law in compliance with Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793), which requires federal government contractors and subcontractors to take affirmative action to employ and advance in employment qualified individuals with disabilities, the clause set forth at 41 CFR 60-741.5(a) is incorporated by reference as though fully set forth herein. So long as required by federal law, in compliance with the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212, or VEVRAA) including the Jobs for Veterans Act (PL 107-288), which requires Government contractors and subcontractors to take affirmative action to employ and advance in employment qualified special disabled veterans and veterans of the Vietnam era, the clause set forth at 41 CFR 60-300.5(a) is incorporated by reference as though fully set forth herein. So long as required by federal law, in compliance with the Executive Order 11246 parts II, III, and IV, as modified, for the promotion and insuring of equal opportunity for all persons, without regard to race, color, religion, sex, or national origin, employed or seeking employment with Government contractors, the clause set forth at 41 CFR 60-1.4(a) is incorporated by reference as though fully set forth herein.

HIPAA Compliance

Except as expressly permitted or contemplated as integral to the performance of Health Dimensions Group’s services described in this Agreement, Health Dimensions Group is not entitled to information defined as Protected Health Information (“PHI”) in the Health Insurance Portability and Accountability Act of 1996, (“HIPAA”). If PHI is disclosed to Health Dimensions Group, it will comply with HIPAA, associated regulations, and other applicable laws in effect from time to time relating to the confidentiality and security of PHI, including without limitation the following:

(i) Not to use or further disclose the PHI other than as permitted or required by this Agreement;

(ii) Not to use or further disclose the PHI in a manner that would otherwise violate the requirements of HIPAA if such use or disclosure had been done by you;

(iii) To use appropriate safeguards as necessary to prevent use or disclosure of the PHI other than as provided for by this Agreement;

(iv) To report to you any use or disclosure of PHI not provided for by this Agreement of which Health Dimensions Group becomes aware;

(v) To ensure that any subcontractors or agents to whom Health Dimensions Group provides PHI received from you agree to the same restrictions and conditions that apply to Health Dimensions Group with respect to such PHI;

(vi) To make available PHI in Health Dimensions Group’s possession and obtained from you, in accordance with the rights of the individual to whom the PHI pertains, as required under HIPAA regulations;

(vii) To make available to the Secretary of Health and Human Services (for purposes of determining your compliance with HIPAA) Health Dimensions Group’s internal practices, books, and records that relate to the use and disclosure of PHI received from you;

(viii) At termination of this Agreement, Health Dimensions Group will remove all patient identifiers prior to storing or return PHI received from you, and if return or removal is not feasible, Health Dimensions Group will continue to extend protections of HIPAA to such PHI, and limit further use of such PHI to those purposes that make the return or removal infeasible, for so long as Health Dimensions Group maintains such PHI; and

(ix) To incorporate any amendments or corrections to PHI when notified.