HealthLinx

NURSING EXCELLENCE SOLUTION AGREEMENT NEAP

(Prepared for Winchester Medical Center)

This NURSING EXCELLENCE SOLUTION AGREEMENT for NEAP ("Agreement") is made by and between HealthLinx® Transitional Leadership, Inc., (hereafter, "HealthLinx®"), on the one hand, and Valley Health System (hereafter, the "Facility"), on the other, and is effective as of the Effective Date written in Facility's signature block.

Whereas, HealthLinx® is a service-line-specific, hospital-exclusive consulting and executive search firm specializing in:

- Consulting on Operational Nursing Excellence initiatives and the ANCC Magnet Recognition & Pathway To Excellence Programs^{®1}
- Leadership assessment, project management and consulting;

Whereas, Facility operates an acute care hospital, Winchester Medical Center located in Winchester, Virginia (for purposes of the services to be provided under this Agreement. the term "Facility" will deemed to include Winchester Medical Center);

Whereas, Facility seeks HealthLinx®, expertise, leadership, processes and assistance with Operational Nursing Excellence, Magnet® and/or Pathway To Excellence® designation/redesignation at Winchester Medical Center;

Now, therefore, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which both parties expressly acknowledge, the parties, intending to be legally bound, agree to the following terms and conditions:

- 1. Value and Process See exhibit A
- 2. Disclaimer.

HEALTHLINX® and its solutions are not a substitute for:

- an enculturated Magnet® and/or Pathway To Excellence® Facility;
- well written narratives;
- appropriate data;

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- appropriate supporting material; or
- any other requirement of the ANCC®.

Use of **HEALTHLINX**, solutions does not guarantee in any way a successful document submission.

3. Support Availability.

HEALTHLINX® NEAPSM support will be available to Facility Monday through Friday 9 a.m. to 5 p.m. EST. Support will not be available on weekends or on the following holidays: Martin Luther King, Jr., Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, Christmas Eve, New Year's Eve, and New Year's Day.

4. Facility's Submission Date.

Facility's Submission Date (if known) is:

October 1, 2017.

5. Investment

The investment for the solution is detailed below. There is approximately \$7,000+ in potential discounts (see Sections 6, 7, and 8 below).

			\$ PA	· P	ote	ntial Disc	ounts 🦿	86.9 Post	李龙桥(100g)
NEAP Type	Inv	estment	P	referred	in.	era era tilat. Sva era era era	Client		Total
	9. 27 - 32.			Date	E.	xecution	Apprecia	tion	
100-599 beds*	\$	44,900	\$	(5,000)	\$	(1,000)	Eligibility 7	TBD	\$ 38,900

^{*} Reference is to "Licensed Beds".

The investment includes all services listed in Exhibit A, excluding reimbursable expenses (see Section 9).

If Facility requires and/or requests additional support or work to be performed after the NEAPSM Final Report meeting and before the actual start of the Project Plan, the additional support will be billed/invoiced on a hourly basis. HealthLinx highly recommends that Facility provides all requested information throughout the NEAPSM process in order for HealthLinx to complete the NEAPSM Final Report without having to do additional re-work after the NEAPSM Final Report meeting. This is usually caused by Facility not providing all required and requested documents/data by the set deadlines in Exhibit C. This results in re-work after the NEAPSM Final Report.

All fees are due thirty (30) days from execution of this Agreement. In the event payments are not received in the times prescribed above, an eighteen percent (18%) per annum interest rate will be incurred by Facility on all outstanding Service Fees.

6. Assessment & Data Date Discounts.

Scheduling and efficient utilization of resources are crucial for HealthLinx to continue to provide efficient and highest quality Nursing Excellence consultation and project management.

Therefore, HealthLinx will reward Facility for the following:

- Setting the deadline for the delivery of all required documents/data as set forth in the "Required Documents" list (Exhibit C)
- Delivering all documents/data by Five O'clock EST on the determined dates in Exhibit C (when listed).
 - o To include data submitted in Excel format, not PDF.
- Setting the NEAPSM assessment dates as November 10th and 11th, 2015 Completing the NEAPSM on the above scheduled date.
- Scheduling the NEAPSM Final Report date as December 15th, 2015

In the event Facility accomplishes all four of the above, the investment will be reduced by five-thousand dollars (\$5,000). If Facility reschedules or misses either of the dates above, the discount will be null and void.

7. Agreement Execution Discount.

Time is of the essence. The Assessment and Plan should be conducted as soon as possible since it will set up the schedule and associated deadlines for the entire project. In the event Facility returns this executed Service Agreement by September 29, 2015, the investment will be reduced by one thousand dollars (\$1,000).

8. Client Appreciation Discount & Rebate Program.

In the event and during the term of this Agreement, if Facility executes an agreement for an additional HealthLinx® solution, which include:

- Leadership ExcellenceSM Project Management (LE120SM),
- Transitional LeadershipSM Project Management (TL5SM),
- Permanent Leadership AcquisitionSM Project Management (PL120 SM)

Then Facility's Service Fee for the additional solution shall be reduced by two thousand dollars (\$2,000). This future discount will be accounted for and reflected on the first invoice for the additional solution.

If the additional solution is not paid for from the same budget (i.e. another budget within the same hospital or a different hospital), the incentive will be split 50/50. One thousand dollars (\$1,000) will be rebated at the end of the Agreement for the current solution and one thousand dollars (\$1,000) will be discounted on the additional solution for the other budget and/or hospital.

Future Discounts cannot exceed the total value of the additional and future solution. A maximum of one (1) Discount can be applied to each future solution. Discounts for future solutions are not cumulative. Discounts will only be available if this Agreement has not been terminated.

Discounts will either be applied toward the next solution (if in process at that point in time) or the last Fee invoice of the current solution. Discounts cannot be applied to reimbursable expenses or outstanding invoices.

9. Reimbursables.

Facility agrees to reimburse HealthLinx[®] for its reasonable business expenses associated with the above services (mileage if consultant commutes, Coach air fare, Business or First class when appropriate (see directly below), hotel accommodations, automobile rentals and gas, taxi/cab, meals, and similar travel related expenses). In the event a flight is over two hours in air travel time and in order to allow a HealthLinx[®] associate to work on the Facility's Designation during such lengthy flights, HealthLinx[®] associates are authorized to travel Business or First Class and such travel is considered reasonable and appropriate as part of this agreement.

10. Hiring a HealthLinx® Associate.

If Facility or any of Facility's affiliates and any HealthLinx® associate assigned to Facility create any form of business relationship, e.g., consultative, employer-employee, etc., during the term of this Agreement or during the one (1) year period thereafter, Facility agrees to pay HealthLinx® a one-time Referral Fee equivalent to one hundred five percent (105%) of the HealthLinx®' associate's first year Gross Compensation, due within fifteen (15) days after the HealthLinx®, associate's start date with Facility or an affiliate of Facility, as the case may be.

For purposes of this subsection, Gross Compensation includes the actual wages, salary, draw, independent contractor or consulting fees, commissions, bonuses, incentives or any other form of income or compensation received by the HealthLinx® associate or any form of compensation paid to the HealthLinx® associate by Facility to entice such HealthLinx® associate to accept Facility's offer of employment or perform services for Facility. Gross Compensation excludes actual relocation reimbursements. Sales tax will be added to the Regular Employment Fee where required by law.

11. Notice.

Notice will be accepted at the location and methods available and listed below. Unless otherwise specified immediately below, Facility's agent executing this Agreement will accept notice from HealthLinx® to Facility. Notice will be considered given when either party receives it. Further, either Facility or HealthLinx® may designate a different person to whom notices should be sent at any time by notifying the other party in accordance with this Agreement. The following are the acceptable locations and methods of notice:

For Facility:

Name: Title:

Address: Email:

With copy to:

Valley Health Compliance Office

220 Campus Blvd, Suite 420

Winchester, VA 22601 Phone: (540) 536-8993 Fax: (540) 536-8019

For HealthLinx®:

Name:

Matt Berry

Title:

COO

Address: 1404 Goodale Blvd., Suite 400, Columbus, Ohio 43212

Phone:

614.542.2228 614.444.5432

Fax: Email:

mberry@healthlinx.com

12. Term and Termination.

The term of this agreement will be for six (6) months from the Effective Date. If the Nursing Excellence Project Management Addendum (NEPM) is executed and made part of this Agreement, the term of this Agreement will extend to two (2) months after Facility's designation date. Either party may terminate this Agreement upon sixty (60) calendar days with prior written notice to the other party. The parties may agree to extend this Agreement beyond this period by written renewal. For purposes of this paragraph, email transmissions are an acceptable form of written renewal.

13. Insurance

HealthLinx® will provide a Certificate of Insurance ("COI") to Facility, if requested, for the following insurances:

- General Commercial Liability Insurance: \$2,000,000 per occur/\$4,000,000 aggregate;
- Hired/Non-Owned Auto: \$1,000,000: per occur/\$1,000,000 aggregate;
- Professional Liability: \$2,000,000 per occur/\$2,000,000 aggregate;
- Worker's Compensation: Statutory Coverage; and
- Employer's Liability \$1,000,000 individual/\$1,000,000 aggregate.

14. Survival.

Expiration or termination of this Agreement will not affect any right or obligation that either party may have incurred prior to such expiration or termination.

15. Medicare &/or Medicaid.

HealthLinx® warrants that neither their corporation nor any of its employees that are utilized at Facility have been sanctioned by and/or excluded from participation in the Medicare and/or Medicaid programs.

16. Nondiscrimination Policy.

HealthLinx® does not discriminate in the provision of any services on the basis of race, color, religion, sex, national origin, marital status, veteran status, disability, age, or any other characteristic protected by law.

17. Confidentiality.

HealthLinx® agrees not to execute a Business Associate Agreement with Facility setting forth its duties and responsibilities regarding patient information that it may access, use or create while performing services on behalf of Facility. Facility agrees not to sell, license or disclose, without HealthLinx®, written permission, any of HealthLinx®, printed materials, products, systems, or agreements.

18. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to Virginia's choice-of-law rules. Nothing in this paragraph shall limit either party's ability to remove a case filed against it in state court to a federal court if otherwise allowed by law.

19. Amendment.

This Agreement may only be amended or modified by a writing signed by duly authorized representatives of both parties. This Agreement contains the entire agreement between the parties as to its subject matter, and the parties agree that they have not relied on any representations, warranties, or other statements not contained in this Agreement in deciding to enter into this Agreement.

20. Access to Records.

Upon the written request of the Secretary of Health and Human services or the Comptroller General or any of their duly authorized representatives, HealthLinx® and any of its affiliates providing services with a value or cost of \$10,000 or more over a twelve (12) month period shall make available to the Secretary the contracts, books, documents and records that are necessary to verify the nature and extent of the cost of providing such services. Such inspection shall be available up to four (4) years after the rendering of such services.

21. Quality Requirements for Services.

HealthLinx® shall provide all services required under this Agreement in a diligent manner consistent with (i) the scope of services specified in the Agreement; (ii) applicable practices and standards of diligence, care and skill currently recognized in HealthLinx®'s industry; and (iii) applicable law.

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.]

In Witness Whereof, the parties hereto have caused this Agreement to be executed on the Effective Date written below.	he
FACILITY:	

Signature, Effective Date

Anne Whiteside, VP Nursing (WO)

Printed Name & Title

Valley Health & Title

Valley Health System for the following Facility: Winchester Medical Center

HEALTHLINX®:

By:

By:

Matt Berry, COO

Fee Reduction(s) Confirmation:

by signing herein, HealthLinx® confirms that the investment will be reduced by five-thousand dollars (\$5,000) if Facility meets the requirements of Section 6 above.

> by signing herein, HealthLinx® confirms that the investment will be reduced by one-thousand dollars (\$1,000) if Facility returns this executed Service Agreement by 5:00 P.M. Eastern Time on September 29, 2015, per Section 7 above.

> > by signing herein, HealthLinx® confirms that Facility will receive the "Client Appreciation Discount" and the Service Fee will be reduced by two thousand dollars (\$2,000) due to

Matt Berry, COO

Facility purchasing this additional Service as described in Section 8 above.

Exhibit A

NEAPSM Magnet[®] Re-Designation

Value & Process.

For Facility's benefit, HealthLinx® will execute its NEAPSM in order to develop the plan to manage Facility successfully through the ANCC's Designation process.

By leveraging HealthLinx®, processes and experience, the NEAPSM is designed to:

- Properly resource and plan for the ANCC's designation process;
- Gain vital commitment from all necessary stakeholders;
- Compartmentalize the lengthy process into manageable components and subcomponents;
- Maximize the probability of success and thereby minimize potential risk factors; and
- Create an efficient plan with exact dates of required execution for the responsible parties.

The NEAPSM is the first project to be completed as soon as the Facility determines to move forward with seeking designation or re-designation. The Project Plan portion of the NEAPSM will outline the Facility's entire customized implementation plan.

The NEAPSM is designed based on best practices that have resulted in the industry's best client success rate... nearly 100% with 80+ organizations. The NEAPSM is an assessment of the Facility's infrastructure to support sustained operational nursing excellence.

The SOE Alignment is conducted after the NEAPSM is complete and is not part of this NEAPSM Agreement. The SOE Alignment is an immersion into specific descriptions with supporting evidence that align with the Magnet[®] Sources of Evidence and sprout from those foundational building blocks assessed in the NEAPSM.

The SOE alignment is based on the information and data from the NEAPSM. The two processes are not a duplication of effort - one is necessary to assess infrastructure gaps (NEAPSM) and the other aligns an organization's ability to document processes and outcomes that resulted from that infrastructure (SOE Alignment). The SOE Alignment will be

conducted as part of the NEPMSM implementation solutions that will be outlined as part of the Project Plan (a deliverable within the NEAPSM).

The NEAPSM includes the following deliverables:

- Conduct a comprehensive organizational assessment to support the Facility's effort in achieving their mission of effective care with the right resources while preserving precious resources:
 - o Assess organizational performance and specific outcomes & goals.
 - o Diagnose problem areas that need improvement.
 - Review outcomes, e.g., nurse sensitive indicators, core measures, operational financial measures, work index measures, patient satisfaction, staff (RN) satisfaction, and workplace safety measures.
 - o Review all pertinent documents (Document Review) required, see Exhibit C.
 - o Provide a written electronic report of Recommendations & Project Plan, to include:
 - Identification of challenges and recommendations to resolve those challenges;
 - A Project Plan that details all recommended solutions required from post-NEAPSM to Facility's document submission date.
 - Outline a detailed set of project-critical deadlines based on HealthLinx[®], Best Practice Timeline, see Exhibit B; and
 - A prescribed SOE Delivery Schedule, based on the final document submission date.
 - Recommendations to avoid Predictable Project Threats (if identified)
 - O Provide a electronically written customized analysis of the Positive Financial Impact:
 - Pre-project performance compared to known industry benchmarks.
 - The financial impact of improving performance to achieve industry benchmarks.
 - The financial impact of maintaining achieved goals year after year.
 - o Up to two (2) onsite visits by a Vice President Nursing Excellence Analytics.

The $NEAP^{SM}$ will determine which components are needed and will detail them in a written Project Plan.

The signing of this Agreement only commits Facility and HealthLinx® to the NEAPSM, nothing more. After the NEAPSM is conducted and mutually agreed upon, an Addendum will be added to this Agreement that will detail the exact components, solutions, and investment required to implement the Project Plan.

The major components of the Project Plan are as follows:

• Phase I: Foundation, Infrastructure Building, and Leadership development

- Phase II: Creation and Submission of Documentation
- Phase III: Site Visit Preparation (by additional Addendum at that point in time)

Exhibit B HealthLinx® Best Practice Timeline Magnet®

Prior to 36 Months	36 – 24 months	24 -12 months	12 – 9 months
CNO-Approved Nursing	Completed Hard Gap	SOE Gaps Closed	Selection of Concepts,
Strategic Plan &	Analysis	January Crosses	Ideas, Stories for each
Alignment with			SOE/Unit is Complete
Organizational Plan			ooz one is complete
 Education Goal 	[
 Certification Goal 			
CNO-Approved 3-year	1 RN Satisfaction Survey	Select Method of	Writing Assignments &
Budget	Complete	Document Submission	Resourcing
Nursing & Organizational	Review of Data Action	Establish Writing Plan	Final SOE Delivery
Charts that show direct and	Plan for Underperforming	with precise deadlines	Schedule
indirect reporting of all	NSI, RN Satisfaction and	Transfer Louisian	Schoule
nurses to CNO	Patient Satisfaction		
Select and Hire MPD	Review Need & Establish	Establish Content & Copy	Begin Content & Copy
	Leader Replacement Plan	Editing Plan with precise	Editing
	Based on Unit	deadlines	
	Performance		
Establish Magnet®	Review Job Descriptions	Establish Final Approval	Determine Final
Steering Committee	for Performance	Process for SOE	Publishing Date
	Expectations Related to	Narratives	3 =
	Magnet® Standards		
Begin IRB Approved	CNO Involved Process for	Begin Writer Selection	Determine ANCC
Nursing Research Studies	Credentialing, Privileging,		Electronic Submission
	Evaluating APNs		Notification Date
Select Vendor/Maximize	Performance-based		
Participation for Nursing	Appraisals for Every		
Sensitive Indicators (NSI) for All Units	Nurse (Direct care to		
IOF All Units	CNO)		
	 Self 		
**************************************	• Peer		
0 6 0 5 1	Annual Goals		
Confirm Can Receive RN	Approved Plan for IOM		
Satisfaction Data at the	80% Direct-care BSN by		
Unit Level	2020		
Establish Action Plan to	Review Data & Establish		
Meet Educational	Action Plan to meet All	ļ	
Requirements for All	Empirical Outcome SOEs		
Nurse Leaders			
Nursing Shared Decision-			
making Structure in place Professional Practice			
FIOIESSIONAL PRACTICE			

Model Developed			
	<u> </u>	<u> </u>	

Exhibit C

Required Documents NEAPSM

Magnet® Re-Designation

	nents 1-16 due by: October 16 th , 2015	Done
1	Department crosswalk/Leadership table (separate attachment)	
	Nurse Satisfaction/Engagement Survey: Most recent vendor results at the	 -
2	unit/clinic/procedural area level with results by category or domain along with the associated	
	national benchmarks. Provide the data export in CSV or Excel format in lieu of the vendor	
	reports.	
	Nurse Sensitive Indicator Data: Unit level vendor results for the following: HAPU2+, CAUTI,	
3	CLABSI, Falls with injury including the national benchmark, comparative cohort, and provide	
	the results by quarter for a full 8 quarters. Provide the data export in CSV or Excel format in lieu of the vendor reports.	
	One nurse-sensitive core measure indicator at the organizational level, provide the results by	
4	quarter with associated national benchmark for a full 8 quarters	
	http://www.medicare.gov/hospitalcompare/search.html?AspxAutoDetectCookieSupport=1	
5	One nurse-sensitive clinical indicator from Primary or Specialty Ambulatory/Outpatient	!
	Services for a full eight quarters compared to a national benchmark when available	
	Patient Satisfaction Data: Unit level vendor results for each unit/clinic where nurses practice	
6	(<u>inpatient, pediatric,</u> and <u>ambulatory/outpatient</u>) including the national benchmark	
	comparative cohort. Provide all questions by quarter for a full 8 quarters. Provide the data	
	export in CSV or Excel format in lieu of the vendor reports.	
7	Hospital and Nursing Division Organizational Charts	
	Educational Needs Assessment (most recent) including assessment tool, related plan for	
8	education based on results, and schedule for educational offerings contained in plan, for	
	nurses at an levels within the organization (CNO, Nurse Leader, Nurse Educator, APRN/other	
9	Nurse Manager, and Clinical Nurse)	
10	Professional Practice Model schematic and description	
	Description of the Care Delivery System(s)	
11	Shared decision-making model ("shared governance") with associated charters and/or bylaws	
12	Last set of meeting minutes from each shared decision-making council (all centralized and	
····	representative sample of unit based)	
13	Organizational and unit or service line/division level certification goals and data. 3 years of data	
12	are required (baseline, year 1, and year 2) to support goal achievement or progression toward achieving set goal	
14		
	Organizational plan and progress toward goals for addressing the IOM goal of 80% BSN by 2020	

	(if not formalized, please provide a brief description)	
	Organization's internal or external completed Magnet gap analysis or readiness assessment (if	ļ
15	applicable)	
16	Recommendations from last Magnet designation and Interim Report feedback for current designation (if applicable)	
Docur	nents 17-30 due by: October 23 rd , 2015	
_ 17	Annual Nursing Report (most recent)	
18	Annual Organizational Report (most recent)	<u> </u>
19	Organizational Strategic Plan (most recent)	
20	Nursing Strategic Plan (most recent)	
21	Organizational and/or Nursing Quality and Patient Safety Plans (workplace safety/patient safety)	
22	CNO's current Curriculum Vitae	
23	List of CNO's organizational committee memberships	
24	Job Descriptions for the: CNO, Nurse Leader, Nurse Educator, APRN, Nurse Manager, and Clinical Nurse	·
25	Policies and template(s) for performance appraisal. Include self-appraisal tool(s), and peer feedback tool(s) for the: CNO, Nurse Leader, Nurse Educator, APRN, Nurse Manager, and Clinical Nurse (if the policy or process is the same for certain levels, please specify)	
26	Policies and/or bylaws for credentialing, re-credentialing, privileging, and evaluation of APRNs include the CNO's (or designee) participation in the process)	
27	Policies, procedures, charters, or bylaws designating that at least one nurse must be a voting member of the governing body responsible for the protection of human research participants, and that at least one nurse votes on nursing-related protocol	
28	Complete the ANCC Nurse Research table (Summary of Nursing Research Projects for the previous 48 months) http://www.nursecredentialing.org/Magnet/Magnet-FormsTemplates	
29	Policies and any other resources that address the organization's ethical resolution process	
30	Ethics Committee Membership List	
Docum	ents 31-40 due by: October 30 th , 2015	
	Policies or description of the Nursing budgeting process (for capital and non-capital requests	
31	(initial preparation and midyear adjustments), including how clinical nurses are involved in the process	
32	Clinical Ladder and/or Career Advancement Plan documents and number of nurses currently enrolled (if applicable)	
33	Orientation Program(s): describe and/or provide available documents and evaluation of effectiveness related to transition of: New graduate clinical nurses Experienced new hire clinical nurses Clinical nurses transferring within the organization APRNs	
34	Preceptor Program(s): describe and/or provide available documents and evaluation process	
35	Total number of Falls- injury and non-injury most recent year (identify fiscal or calendar) Provide the data export in CSV or Excel format in lieu of the vendor reports- instructions will be provided	
36	Total number of HAPU- all stages most recent year (identify fiscal or calendar) Provide the data	
1	12	

	export in CSV or Excel format in lieu of the vendor reports- instructions will be provided	
37	Total number of RN Needlesticks - most recent year (identify fiscal or calendar)	
38	Total number of RNs – full time and part time (excluding per diem)	
39	Turnover rate: nursing overall most recent year (identify fiscal or calendar)	
40	Vacancy rate: nursing overall most recent year (identify fiscal or calendar)	