



August 21, 2020

Mr. Chavez Dupree, Property Manager
Granny's Helping Hands
705 East Lake Street
Minneapolis, MN
Phone: 651.757.6218
Email: homecare@grannyshelpinghands.org

VIA EMAIL

Dear Chavez:

Zellner Senior Health Consulting, (ZSHC) is pleased to present this *revised* letter of engagement to provide an Executive Director Support role for Granny's Helping Hands (GHH) for interim Executive Director Support consulting services. This setting are five settings of assisted living apartments that are licensed as a Minnesota Comprehensive Housing with Services Assisted Living setting. Presently there is a census of 18 of the 26 units.

Granny's Helping Hands locations are:

1. 3057-14th Avenue, Minneapolis (8 of 16 units)
2. 5915 Chicago Avenue, Minneapolis
3. 4031 Welcome Avenue, Crystal

Granny's Helping Hands has not had a survey in these locations in the past three years.

The two Step-Up locations have approximately 4-5 clients in each of these locations, the addresses are:

4. ADDRESS

5. ADDRESS

This engagement is for an approximate two month period or until the organization secures a permanent Executive Director is hired and trained to support for the operation.

Scope of Services

ZSHC will provide a licensed Minnesota, experienced senior care leader to assist GHH with leadership for an interim oversight and leadership. The role of the interim Executive Director Support (EDS) will be to focus upon regulatory requirements, make budgeting decisions with coordination of GHH's

leadership, direct daily operation of the facility, work with the clinical team with mock survey implementation, COVID updates, partner with strategic initiatives, manage census, and coordinate the oversight of resident care with the Director of Health Service.

Specifically, the interim Executive Director Support will partner with the interim ED:

- Be an experienced RN licensed Minnesota of good standing.
- Directly interface with the executive team of GHH.
- Attend key weekly meetings.
- Partner with the GHH team as the part-time site leader.
- Manage the implementation of mock survey correction areas with the lead Nurse (Nicki) in the first 30 days of the engagement.
- Provide ongoing training for the newly hired registered nurse on the topic of MN Comprehensive Home Care requirements through the ZSHC Minnesota Department of Health Study Guide, inclusion on newsletters, remote trade association committee participation and on-site collaboration of clinical education in this area.
- Participate in MDH, CDC, and Care Providers calls and emails the weekly COVID updates and implement with the RN.
- Partner to represent the facility to residents, families, and regulators.
- Focus on regulatory compliance.
- Evaluate the effectiveness and competency of the recent hire of the lead billing/collections employee and assist with any collection areas.
- Partner with occupancy screens with a special focus of financial qualifications and process.
- Reasonably pursue stated clinical goals with a priority focus on staffing and implementation of agreed-upon initiatives.
- No outstanding OHFC are in process.
- Partner with the existing ED (Robin Stephaney) for one full week on-site with a special focus on the rates/charges of clients to keep the rate structure secure. This will include case manager introductions, explanation of the billing process and rate documentation. The prior ED will be available telephonically for the full engagement of this contract.
- Partner with occupancy screens with a special focus of financial qualifications and process.
- On-board the future hired ED for all five locations.
- Partner with each of the site Program Managers for ongoing leadership roles and responsibilities.
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- Provide monthly (verbal or written) reports to the owner as the communication “point person” to leadership weekly.

In a temporary role, the interim Executive Director Support will report directly to and be accountable to the Property Manager/Owner.

Project Administration

Project Staff

Mary Nell Zellner, President will serve as project advisor and provide oversight to Ms. Violet's leadership for the length of the engagement to assure satisfaction and outcomes.

Teri Violet, RN, or another qualified consultant will serve as the interim Executive Director Support (EDS).

Project Timeline

- This engagement will be initiated with Ms. Violet reporting for orientation at Granny's Helping Hands at 8:00AM on, Monday, August 31, 2020.

She will begin as the Executive Director Support officially on a part-time basis starting on August 31, 2020. The on-site hours will be at a minimum six hour per day four days a week, with the ability to flex more hours as needed for resident issues or staff priorities.

- Ms. Violet will function as the Interim ED under the property manager/owner oversight utilizing GHH's policies and procedures.
- Ms. Violet will not require accommodations related expensed based on her proximity to the facility.
- Personal time off for holidays, short pre-planned projects and vacation will be coordinated with GHH leadership and Ms. Violet.
- On-call fees are \$100.00/day. Call time will be rounded to the nearest ¼ hour for emails, calls, and text messages.
- This agreement is for a monthly period with an option to renew by month with mutual agreement.

A 30-day notice prior to the completion of services as interim ED will be required. Notwithstanding anything herein to the contrary, The GHH may terminate this agreement with written notice if it deems ZSHC's services to be unsatisfactory or are no longer needed and shall include pro-rated fees should the contract not conclude at the end of the full month. If GHH hires the interim ED (Teri Violet) for

the permanent full-time position as ED, DHS, or any other position, GHH agrees to pay ZSHC a fee equal to 35% of the annual base wage offered as a recruitment fee payable upon hire of the consultant.

Professional Fees and Expenses

The professional fees for ZSHC services described herein will be billed at a **reduced** hourly rate of \$115.00 per hour, the rate is normally \$125 per hour. On-call pay is billed at \$100 per day. Fees will include direct expenses for the interim Executive Director Support. Direct expenses are billed separately due to variability in travel expenses and ancillary usage (e.g., time travel time, hotel, long distance phone calls, postage, mileage at the federal rate, meals, and data acquisition). Due to the proximity of the operation to Ms. Violett's home, no housing related expenses will be charged. Copies of all receipts will be provided to GHH if desired; meal expenses will not exceed an average of \$15 per day.

Non-Solicitation

The client, in consideration for ZSHC's services, agrees not to recruit, solicit, hire or retain any ZSHC employee or consultant during or within twelve (12) months after the end of this Agreement without ZSHC's prior written consent, which may be conditioned on payment of fees for employee or consultant search services. This provision applies to client's site in which the interim EDS is providing services and any of client's affiliated sites or entities within a sixty (60) mile radius of client's site. ZSHC shall be entitled to seek equitable remedies in addition to any monetary damages arising from the breach of this prohibition. Monetary damages owed to ZSHC shall equal 35% of the compensation offered in this Agreement as if the Agreement were completed in full, payable upon hire of the interim EDS. Please be advised the interim EDS may also have contractual obligations for non-competition with ZSHC and any damages owed by client are distinct from the interim EDS's potential damages owed to ZSHC as a result of a breach of this provision.

Retainer and Billing Schedule

GHH will be billed bi-monthly for services and costs as incurred. The hourly and expense billing is due within 20 days of receipt and must be paid in full. No retainer will be required due to positive payment history with ZSHC. Interest at the rate of 6 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 and interest, including reasonable attorney fees. Due to timing delays in accounting for expenses, there may be a 30 day lag in the final expenses billing.

Valid Period and Terms & Conditions

The fees quoted herein are valid for 30 days from the date of the proposal. After 30 days, we reserve the right to adjust the fees upward based on our usual and customary charges as well as market conditions. ZSHC's standard terms and conditions are included as part of this proposal.

Please indicate your acceptance of this proposal by signing and returning this letter of engagement to our office as indicated. If you have any questions about this proposal, you can reach me at 612-963-8451 (cell) or mnz@comcast.net (email). Regards, Zellner Senior Health Consulting

A handwritten signature in black ink, reading "Mary Nell Zellner". The signature is fluid and cursive, with the first name "Mary" and last name "Zellner" clearly distinguishable.

Mary Nell Zellner, President

LETTER OF ENGAGEMENT

Interim Executive Director Support Consulting Services

Granny's Helping Hands

Zellner Senior Health Consulting is pleased to have the opportunity to work with you to provide an interim Executive Director Support for Granny's Helping Hands at a \$115.00 hourly rate for the interim Executive Director Support, on-call pay, plus direct expenses. If the attached Interim Executive Director Support Letter of Engagement dated August 21, 2020, which is incorporated by reference, meets with your approval, please sign in the area designated and below and return one original copy of this page to the ZSHC office at:

Zellner Senior Health
Consulting
Attention: Mary Nell Zellner
522 Hackmore Drive
St. Paul, MN 55123
Phone: 612.963.8451
Email: mnz@comcast.net

**Please provide name and contact information for
ZCHC to send invoices:**

Name: _____

Address: _____

Address 2: _____

City: _____

State: _____ Zip: _____

Phone: _____

Email: _____

Agreed and accepted this ____ day of August 2020.

For: *Granny's Helping Hands*

For: *Zellner Senior Health Consulting*

	
<i>Signature</i>	<i>Signature</i>
Chavez Dupree Property Manager	Mary Nell Zellner President
<i>Please Print Name and Title</i>	<i>Please Print Name and Title</i>

Please return this signed copy to Zellner Senior Health Consulting

**CONTACT**

Phone: (612) 963-8451
Email: mnz@comcast.net

EDUCATION

University of Wisconsin –
Madison

University of Minnesota
Long Term Care
Administration

University of St. Thomas
mMBA Health Care
Professionals

LICENSURE

Licensed Nursing Home
Administrator

Licensed Social Worker
Minnesota

**PROFESSIONAL
ASSOCIATIONS**

Care Providers of Minnesota
Leading Age of Minnesota

MNHomeCare Association

Mary Nell Zellner, LNHA, LSW

President of Zellner Senior Health Consulting

Mary Nell Zellner has been extremely involved and successful in the leadership and direction setting for Zellner Senior Health Consulting and its ever-expanding consulting service lines; client relationships; and functional expertise. She has more than 25 years of experience serving as a trusted strategic business advisor to health care industry chief executive officers, executive management, and boards of directors to aggressively develop vision, mission, strategy, and profitability. As both a consultant and management executive, Ms. Zellner offers a unique blending of business, financial, operational, and marketing strategies to facilitate transformational change management, competitive positioning, and P&L performance.

Ms. Zellner's areas of expertise include the following:

- Interim management
- Strategic planning and facilitation
- Start-up marketing, feasibility, and senior health planning
- Health care continuum alignments including affiliations, partnerships, joint ventures, and mergers.
- Market growth strategies
- Facility financial and regulatory turnaround projects
- Clinical service line innovation, development, and diversification
- Operational and margin improvement.

Prior to starting her practice, she worked with Health Dimensions Group as a Vice President and Senior Vice President of Consulting Services. Ms. Zellner also managed the consulting practice of a Midwest long-term care consulting.

Ms. Zellner was the James B. Swanson Facility of Excellence winner in 1996, awarded the Phyllis King Leadership Award in 2002 from Pathway Health Services Corporation, and the 2011 the Face the World Commitment Award recipient. Board Member of Care Providers of MN and Eagan Rotary Kick-Start.