# Certificate of Need Application
## Hospice Agency

Certificate of Need applications must be submitted with a fee in accordance with Washington Administrative Code (WAC) 246-310-990.

Application is made for a Certificate of Need in accordance with provisions in Revised Code of Washington (RCW) 70.38 and WAC 246-310, rules and regulations adopted by the Washington State Department of Health. I attest that the statements made in this application are correct to the best of my knowledge and belief.

| | |
|---|---|
| Signature and Title of Responsible Officer<br><br>Troy Backus, RN<br>Vice President Mergers/Acquisitions<br><br>Email Address<br>Troy.backus@bristolhospice.com | Date 1/23/2024<br><br>Telephone Number<br>801-652-8626 |
| Legal Name of Applicant<br><br>Bristol Hospice – Pierce, L.L.C.<br><br>Address of Applicant<br>*206 North 2100 West*<br>*Salt Lake City, UT 84116* | Provide a brief project description<br>☑ New Agency<br>☐ Expansion of Existing Agency<br>☐ Other: _____<br><br>Estimated capital expenditure: $ 40,000.00 |

Identify the county proposed to be served for this project. Note: Each hospice application must be submitted for one county only. If an applicant intends to obtain a Certificate of Need to serve more than one county, then an application must submitted for each county separately.

Pierce County

# Bristol Hospice - Pierce, LLC

# Certificate of Need Application

# Proposing to Operate a Medicare Certified and Medicaid Eligible Hospice Agency in Pierce County

# January 2024

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# Exhibits

## Applicant Description

**Answers to the following questions will help the department fully understand the role of the applicant(s). Your answers in this section will provide context for the reviews under Financial Feasibility (WAC 246-310-220) and Structure and Process of Care (WAC 246- 310-230).**

1. **Provide the legal name(s) and address(es)of the applicant(s).**
   **Note: The term "applicant" for this purpose includes any person or individual with a ten percent or greater financial interest in the partnership or corporation or other comparable legal entity as defined in WAC 246-310-010(6).**

   Address:
   Bristol Hospice – Pierce, L.L.C
   206 North 2100 West
   Salt Lake City, UT 84116

   Bristol Hospice – Pierce, L.L.C., a Washington, Limited Liability Company, is a subsidiary of Bristol Hospice, L.L.C. Throughout the application Bristol Hospice – Pierce, L.L.C. will be referred to as "Bristol Hospice".

2. **Identify the legal structure of the applicant (LLC, PLLC, etc.) and provide the Unified Business Identifier (UBI).**

   Bristol Hospice – Pierce, L.L.C. is a Washington, Limited Liability Company.
   UBI: 604 864 903.

3. **Provide the name, title, address, telephone number, and email address of the contact person for this application.**

   Troy Backus, RN
   Vice President, Mergers and Acquisitions
   206 N 2100 W, Suite 202 Salt Lake City, UT 84116
   801-652-8626
   Troy.backus@bristolhospice.com

4. **Provide the name, title, address, telephone number, and email address of the consultant authorized to speak on your behalf related to the screening of this application (if any).**

   No consultants have been engaged to speak on behalf of Bristol Hospice.

5. **Provide an organizational chart that clearly identifies the business structure of the applicant(s).**

   See **Exhibit 1 – Organizational Structure**

6. **Identify all healthcare facilities and agencies owned, operated by, or managed by the applicant or its affiliates with overlapping decision-makers. This should include all facilities in Washington State as well as out-of-state facilities. The following identifying information should be included:**
   - **Facility and Agency Name(s)**
   - **Facility and Agency Location(s)**
   - **Facility and Agency License Number(s)**
   - **Facility and Agency CMS Certification Number(s)**
   - **Facility and Agency Accreditation Status**
   - **If acquired in the last three full calendar years, list the corresponding month and year the sale became final**
   - **Type of facility or agency (home health, hospice, other)**

See **Exhibit 2 – List of Owned Entities**

**Project Description**

1. **Provide the name and address of the existing agency, if applicable.**

   Not applicable. Bristol Hospice- Pierce, L.L.C. is not an existing agency in the State of Washington.

2. **If an existing Medicare and Medicaid certified hospice agency, explain if/how this proposed project will be operated in conjunction with the existing agency.**

   Not applicable. Bristol Hospice- Pierce, L.L.C. is not an existing agency in the State of Washington.

3. **Provide the name and address of the proposed agency. If an address is not yet assigned, provide the county parcel number and the approximate timeline for assignment of the address.**

   Bristol Hospice- Pierce, L.L.C.
   1401 South Union Avenue, Tacoma, WA 98405

**4. Provide a detailed description of the proposed project.**

Bristol Hospice is proposing to establish a Medicare and Medicaid certified Hospice agency in Pierce County to service the underserved patients in Pierce community and enhance the quality of the Hospice services available in Pierce County. Bristol Hospice's mission is to Embrace a Reverence for Life. Bristol Hospice will concentrate on individualized patient care, quality hospice service, and accessibility for all.

Bristol Hospice has a long history of providing exceptional hospice care across the country. Bristol now operates 51 locations across 17 states including: AZ, CA, CO, FL, GA, HI, IL, LA, MA, MO, OK, OR, TX, UT, VA, WA, WI. It employs a diverse skilled workforce to meet the needs of its patients with more than 2,890 employees. As such, Bristol Hospice would be able to lean on hundreds of Hospice professionals that have seen or experienced any and all imaginable hospice circumstances. The ability to back fill any issues with access to the broad Bristol platform is invaluable to ensure the community of Pierce County will receive quality care. This depth and breadth of experience and service will be put to excellent use in Pierce County. Our core values below outline our dedication to our patients while providing exemplary care.


**Our Bristol family is such a wonderful place to belong.**
Our core values are shaped by the words our teams shared when asked what it meant to **BE BRISTOL.**

**B** | **BE ACCOUNTABLE**
*We own our actions and live our mission for our patients and for our team, holding ourselves accountable in all we do.*

**R** | **REVERENCE FOR LIFE**
*It is our privilege to walk this bridge with our patients. We are committed to treating them and their families with the utmost dignity, respect, and empathy as we honor their sacred journey.*

**I** | **INNOVATIVE CARE**
*As industry leaders, we believe it is our responsibility to give the highest quality of care while embracing innovation.*

**D** | **DEDICATED TO EXCELLENCE**
*We don't settle for mediocrity, rather we hold our care and leadership to the highest standards while providing our value-based services.*

**G** | **GRATITUDE IN SERVICE**
*We practice an attitude of gratitude and are thankful for the privilege to serve. We are grateful for all who choose our Bristol family—our patients, our teams, and our communities.*

**E** | **EMPOWER COMMUNITIES**
*We are driven by our passion for making a difference and empower our people to make an impact on individual lives and in their communities.*

**S** | **SERVANT LEADERSHIP**
*We are relentlessly committed to supporting the growth and continued development of our teams as we lead by example through integrity and empathy.*

Bristol Hospice

Each Bristol Hospice program operates out of a community office, which is typically staffed with an Executive Director ("ED") who is responsible for the overall operations of their location. The ED oversees all staff and is responsible for identifying and contracting with Medical Directors and Associate Medical Directors to serve its patients. The Director of Patient Care Services ("DPCS") is the leading force in all clinical matters. The DPCS reports to the ED but is responsible for overseeing all matters relating to patient care including supervision of RNs, LPNs, CNAs and other disciplines that provide direct care to patients.

The number of employees in each facility is based on the census with a constant watch to ensure that there is sufficient staff to provide its expected level of quality care. Office functions such as billing, A/P, contract management, payroll, and HR are standardized and provide consistent compliant services. These services have been time tested and proven to provide reliable quality care.

The Bristol Hospice local offices are individualized hospice operations that are supported by a national office. Each hospice program provides custom tailored hospice services to meet the physical, psychosocial, and spiritual needs of our patients and their families/caregivers. An interdisciplinary group of professionals and volunteers develops an individualized plan of care which includes, as appropriate, the following services: nursing, physicians, home health aides, counseling, spiritual support, therapy, dietary, durable medical equipment, supplies, volunteer services and bereavement services. All departments receive robust support from the national support services.

Every chaplain has hundreds of chaplains standing behind them in the Bristol Hospice family. This is true for every other discipline. That said, the local leader is free to give the local touch necessary to ensure we are giving Washington residents Washington care.

Bristol Hospice patients are diverse in ethnic background and religious practices. The Bristol Hospice team develops programs and hires its clinical team to meet the various cultures of its patients at the local level. It goes the extra mile to ensure that the culture is understood and respected by the staff working with patients in each location. Bristol Hospice understands each patient brings unique clinical, cultural and spiritual needs and that as a national hospice system, programs and staffing recognize the importance of this and strive to accommodate these personal and regional differences. Its key leadership consistently travels to its locations and frequently engages community leaders, clinicians, and patients to ensure programs are tailored to meet the special needs of the patients. Bristol Hospice's boutique hospice model provides a community focused approach which also incorporates a sophisticated national infrastructure to ensure that its programs meet all relevant legal and accreditation standards while incorporating best practices in CHAPs accreditation standards and the Hospice Conditions of Participation.

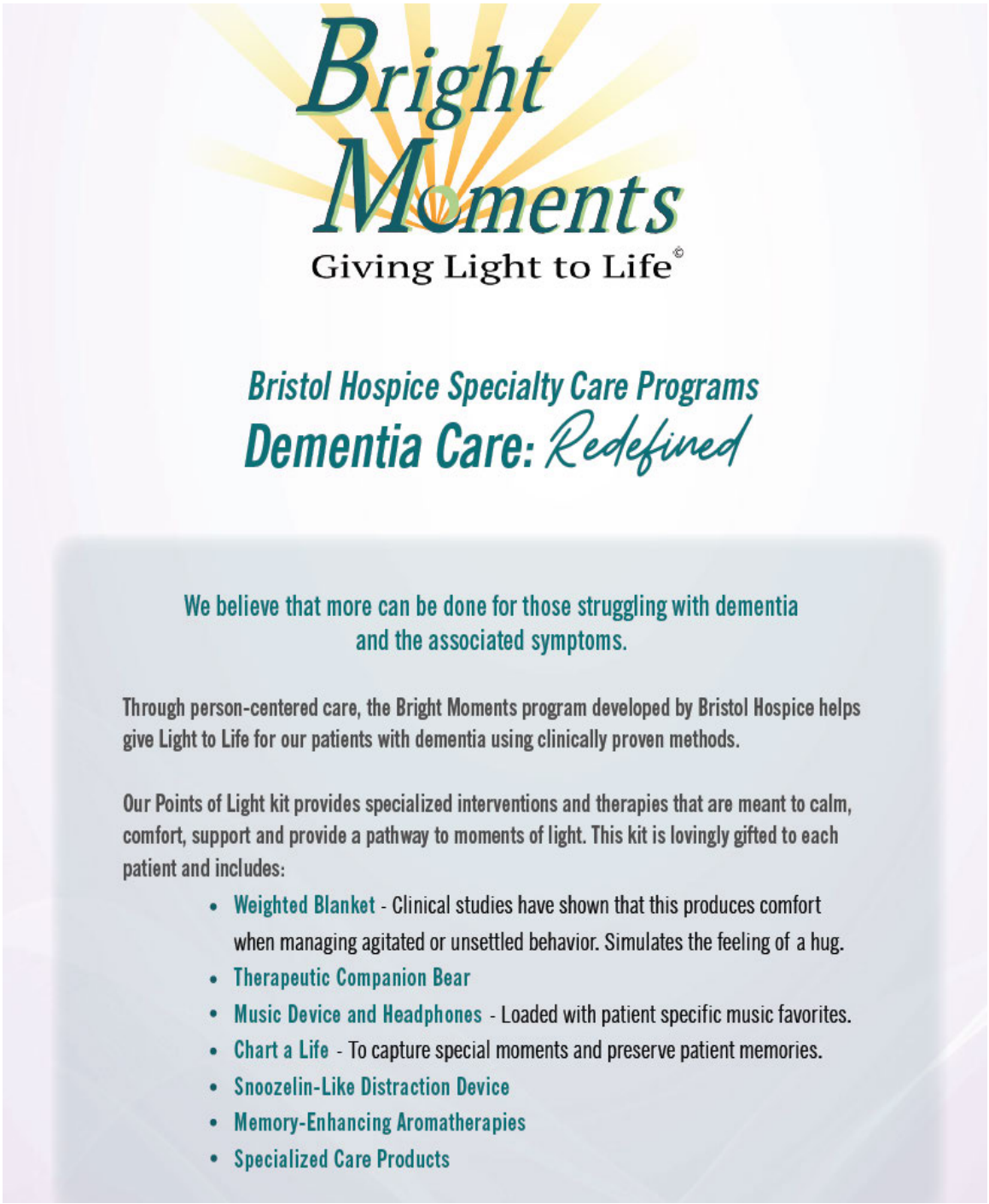
Bristol Hospice focuses on providing customized care which meets and/or exceeds national standards for quality care delivery yet is tailored for the specific needs of each patient. In addition to each individualized patient care plan, Bristol Hospice produces an individualized service plan for each location, to ensure that all services are tailored to the communities it serves.


Bristol Hospice's care model is customized prior to its entry into new markets to ensure its success in becoming a valued part of the community. Bristol Hospice leadership personally visits the community to best understand the cultural and care needs so its core programs can be tailored to meet the community's needs (e.g. Bristol Hospice's Bright Moments and Sweet Dreams programs discussed below). As noted above, Bristol leadership also make frequent additional visits once the hospice is open, to ensure that Bristol Hospice is truly a community hospice.

Bristol's goal is to provide the best possible patient experience and has developed programs to address specific patient conditions that go beyond the CMS conditions of participation. These include:

- Bright Moments

  Bright Moments is a program specifically designed for patients with end-state dementia. It is based on the belief that more can be done for dementia and Alzheimer's patients. Bright Moments provides innovative tools to help support these patients, as well as their family, staff, and physicians.



- Sweet Dreams

  The Sweet Dreams program addresses the unique emotional and physical needs of individuals, their caregivers, and families by providing services after 5 PM per the care plan. The goals of this program are to reduce nighttime agitation and enhance bedtime rituals to allow for comfort and quality sleep. As a leader in the hospice community, Bristol stands true to its company values and mission of Embracing a Reverence for Life.

sweet dreams
Bristol Hospice

## Sweet Dreams Philosophy

**The Sweet Dreams Service is included as part of the Hospice benefit. By creating a nurturing and soothing environment, Bristol Hospice delivers a care plan devoted to night-time routines and comfort. Our goal is to enhance patient satisfaction creating an personalised night time routine which ensures sleep and comfort at the end of their day.**

### Components of Sweet Dreams

- Learning from the patient and family the history of bedtime rituals
- Assessing the patients likes, dislikes, and wishes regarding an evening routine
- Creation and delivery of a personalized care plan that meets the needs of the patient in the chosen home setting

### Services Provided under Sweet Dreams Care

- Hand and Foot gentle touch techniques
- PM Care (face wash, foot soak, nail care, mouth care, etc.)
- Aromatherapy/Essential Oils
- Sound and/or music therapy
- Taste therapy
- Gentle spa approach, (Low lights, spa music, fountains, soft words, slow approach)

### Testimonials

*"My mom would often get aggravated in the evening. After participating in the program and getting her hands soaked she was able to relax and even fell asleep."*
– Daughter

*"I noticed my mom hadn't had much of an appetite but after getting her nails cut and having lotion applied, she was interested in eating her meal"*
– Daughter

*"It gives residents something to look forward to. The one-on-one interaction is so helpful. It has also been great for with residents that have sundowning – allows them to calm down, relax."*
– Facility Staff Member

*"The aromatherapy was so soothing for my mother, it really helped her relax and get a good nights rest"*
– Son

- Perfect Harmony

  Perfect Harmony is a program developed by Bristol Hospice to ensure that the Medicare conditions of participation are met by both Hospice and Skilled Nursing facilities and are survey-ready at all times.

Perfect Harmony

**Medicare guidelines state:**

A Hospice plan of care. In accordance with § 418.56, a written hospice plan of care must be established and maintained in consultation with SNF/NF or ICF/IID representatives. All hospice care provided must be in accordance with this hospice plan of care. (1) The hospice plan of care must identify the care and services that are needed and specifically identify which provider is responsible for performing the respective functions that have been agreed upon and included in the hospice plan of care. (2) The hospice plan of care reflects the participation of the hospice, the SNF/NF or ICF/IID, and the patient and family to the extent possible. (3) Any changes in the hospice plan of care must be discussed with the patient or representative, and SNF/NF or ICF/IID representatives, and must be approved by the hospice before implementation.

***To this end Perfect Harmony provides a regularly scheduled meeting to review and ensure that all of these conditions are met.***

**The hospice must:**

(1) Designate a member of each interdisciplinary group that is responsible for a patient who is a resident of a SNF/NF or ICF/IID. The designated interdisciplinary group member is responsible for: (i) Providing overall coordination of the hospice care of the SNF/ NF or ICF/ MR resident with SNF/NF or ICF/ IID representatives; and (ii) Communicating with SNF/NF or ICF/IID representatives and other health care providers participating in the provision of care for the terminal illness and related conditions and other conditions to ensure quality of care for the patient and family. (2) Ensure that the hospice IDG communicates with the SNF/NF or ICF/ IID medical director, the patient's attending physician, and other physicians participating in the provision of care to the patient as needed to coordinate the hospice care of the hospice patient with the medical care provided by other physicians. (3) Provide the SNF/NF or ICF/IID with the following information: (i) The most recent hospice plan of care specific to each patient; (ii) Hospice election form and any advance directives specific to each patient; (iii) Physician certification and recertification of the terminal illness specific to each patient; (iv) Names and contact information for hospice personnel involved in hospice care of each patient; (v) Instructions on how to access the hospice's 24-hour on-call system; (vi) Hospice medication information specific to each patient; and (vii) Hospice physician and attending physician (if any) orders specific to each patient.

***Perfect Harmony process ensures that the following items are reviewed and in the patient chart as set forth by Medicare.***

Medicare requires the Orientation and training of staff. Hospice staff must assure orientation of SNF/NF or ICF/IID staff furnishing care to hospice patients in the hospice philosophy, including hospice policies and procedures regarding methods of comfort, pain control, symptom management, as well as principles about death and dying, individual responses to death, patient rights, appropriate forms, and record keeping requirements.

Resident eligibility, election, and duration of benefits. Medicare patients receiving hospice services and residing in a SNF, NF, or ICF/IID are subject to the Medicare hospice eligibility criteria set out.

***Perfect Harmony employees are trained educators and can work with Directors of Nursing and Staff development to ensure appropriate training to meet these requirements.***

**The Nursing Home/Hospice Partnership**

- Perfect Harmony is a program for skilled nursing facilities
- Regularly scheduled meeting with Bristol Hospice and Facility to coordinate care plans
- Mutual respect dominates
- Care Providers routinely share knowledge
- Hospice Care Team and Clinical Care Teams notes reviewed
- We provide the coordinated care plan
- Review of Clinical Record
- Special review during survey window

**Hospice Facility Collaboration**

- Interdisciplinary Team and Plan of Care Updates
- Patient Centered Care Conferences with our teams
- Emergency Preparedness Collaboration and plans
- Meeting your regulatory requirements through education and inservices

*Bristol Hospice provides services directly or through arrangements with other qualified providers and does not refuse service to or employment to or in any other way discriminate against any person on the basis of race or color, age, religion, sex, pregnancy, sexual orientation, mental or physical handicap, childbirth and ancestry or national origin. Bristol Hospice will not discontinue or diminish care provided to a Medicare beneficiary because of the beneficiary's inability to pay for the care.*

5. **Confirm that this agency will be available and accessible to the entire geography of the county proposed to be served.**

   Bristol Hospice confirms that the agency will be available and accessible to all of Pierce County residents.

   Bristol Hospice will be located in the heart of Tacoma at 1401 South Union Avenue and will provide timely access to population centers: Auburn, Lakewood, Puyallup, Gig Harbor, University Place and Bonney Lake. It will also be accessible to all Pierce residents, as needed.

6. **With the understanding that the review of a Certificate of Need application typically takes at least six to nine months, provide an estimated timeline for project implementation, below:**

| Event | Anticipated Month/Year |
|---|---|
| CN Approval | 09/2024 |
| Design Complete (if applicable) | N/A |
| Construction Commenced* (if applicable) | N/A |
| Construction Completed* (if applicable) | N/A |
| Agency Prepared for Survey | 01/2025 |
| Agency Providing Medicare and Medicaid hospice services in the proposed county. | 04/2025 |

* If no construction is required, commencement of the project is project completion, commencement of the project is defined in WAC 246-310-010(13) and project completion is defined in WAC 246-310-010(47).

7. **Identify the hospice services to be provided by this agency by checking all applicable boxes below. For hospice agencies, at least two of the services identified below must be provided.**

| | |
|---|---|
| ☑ Skilled Nursing | ☑ Durable Medical Equipment |
| ☑Home Health Aide | ☑ IV Services |
| ☑ Physical Therapy | ☑ Nutritional Counseling |
| ☑ Occupational Therapy | ☑ Bereavement Counseling |
| ☑ Speech Therapy | ☑ Symptom and Pain Management |
| ☑ Respiratory Therapy | ☑ Pharmacy Services |
| ☑ Medical Social Services | ☑ Respite Care |
| ☑ Palliative Care | ☑ Spiritual Counseling |
| ☐ Other (please describe) | |
| | |

8. **If this application proposes expanding an existing hospice agency, provide the county(ies) already served by the applicant and identify whether Medicare and Medicaid services are provided in the existing county(ies).**

   Not applicable. Bristol Hospice- Pierce, L.L.C. is not an existing agency in the State of Washington.

9. **If this application proposes expanding the service area of an existing hospice agency, clarify if the proposed services identified above are consistent with the existing services provided by the agency in other planning areas.**

   Not applicable. Bristol Hospice- Pierce, L.L.C. is not an existing agency in the State of Washington.

10. **Provide a general description of the types of patients to be served by the agency at project completion (age range, diagnoses, special populations, etc).**

    Bristol Hospice will provide Hospice services to those who are in the final phase of a terminal illness and would like to focus on comfort and quality of life, rather than curative care. Bristol Hospice's admission policy **(Exhibit 3)** prohibits discrimination on the basis of race, income, ethnicity, sex, disability, age, pre- existing condition, physical, mental status and sexual identity. We do not restrict how we evaluate and care for each patient. Our admitting policies allow for pediatrics cases. We intend to collaborate with other agencies and find the best solutions on a case-by-case basis, as required for patient care.

    We anticipate that our patient population will primarily be over the age of 18, but in instances where care for younger patients is requested, we will work diligently to coordinate and/or facilitate patient care. If a pediatric specialist is not part of our care team at the time of such a referral, we are committed to either recruiting qualified personnel or arranging for these specialized services through partnerships with staffing agencies or a pediatric specialty program. This approach reflects our dedication to providing comprehensive and considerate care for patients of all ages.

    All residents of the service area, including low-income persons, racial and ethnic minorities, women, persons with disabilities, and other underserved groups are welcomed at Bristol Hospice. Bristol Hospice serves patients in a broad array of settings including but not limited to Home, Assisted Living Facilities, Skilled Nursing Facilities, Nursing Homes, Board and Cares, and Adult Family Homes. There is no reason that Bristol Hospice would not accept a patient who qualifies and is wanting to elect their Hospice Benefit. Bristol Hospice expects to see a wide range of ages, diagnosis, and special populations. If the patient is hospice eligible and would like to receive services but is uninsured and/or unfunded, Bristol Hospice provides charity care. The charity care policy can be found in **Exhibit 4.**

Our Bristol Hospice Foundation is also a positive and much needed resource for comfort and care in the community. Our Foundation provides education, community outreach, and financial assistance for those without resources.


The Bristol Foundation is a nonprofit organization that provides education and aid for communities, hospice patients and families. It's mission is to advance the cause of hospice care for the terminally ill through education, engaging activities and financial assistance. Using the acronym **CARE**, the Foundation strives to improve the quality and availability of hospice services:

- **C**ommunicate the hospice care benefit and the need for hospice care at the end of life
- Assist those who are in need of hospice care, but may not be able
- **R**each out, promote and enhance the availability of hospice care
- **E**ducate hospice workers and the general public on the importance of hospice care

With this in mind, the Bristol Foundation has established several programs, including educational programs and engaging activities focused on hospice care. The foundation also offers community support and aid for events impacting the communities Bristol Foundation serves.

The Foundation also offers financial assistance to help with payment for hospice services for those facing hardship and are not able to pay, as well as assistance with burial services for those who cannot afford them.

More information, as well as ways to help support the program, can be found at bristolfoundation.org

11. **Provide a copy of the letter of intent that was already submitted according to WAC 246-310-080 and WAC 246-310-290(3).**

    See **Exhibit 5 – Letter of Intent**

12. **Confirm that the agency will be licensed and certified by Medicare and Medicaid. If this application proposes the expansion of an existing agency, provide the existing agency's license number and Medicare and Medicaid numbers.**

    **IHS.FS.**_____

    **Medicare #:**_____

    **Medicaid #:**_____

    Bristol Hospice- Pierce, L.L.C. confirms that the agency will be licensed and certified by Medicare and Medicaid. Currently Bristol Hospice – Pierce, L.L.C. is not an existing agency in the State of Washington.

**Certificate of Need Review Criteria**

**A. Need (WAC 246-310-210)**

**WAC 246-310-210 provides general criteria for an applicant to demonstrate need for healthcare facilities or services in the planning area. WAC 246-310-290 provides specific criteria for hospice agency applications. Documentation provided in this section must demonstrate that the proposed agency will be needed, available, and accessible to the community it proposes to serve. Some of the questions below only apply to existing agencies proposing to expand. For any questions that are not applicable to your project, explain why.**

1. **For existing agencies, using the table below, provide the hospice agency's historical utilization broken down by county for the last three full calendar years. Add additional tables as needed.**

   Not applicable. Bristol Hospice- Pierce, L.L.C. is not an existing agency in the State of Washington.

2. **Provide the projected utilization for the proposed agency for the first three full years of operation. For existing agencies, also provide the intervening years between historical and projected. Include all assumptions used to make these projections.**

| COUNTY | 04/01/2025 | 2026 | 2027 | 2028 |
|---|---|---|---|---|
| Total number of admissions | 110 | 158 | 240 | 330 |
| Total number of patient days | 6,721 | 9,654 | 14,664 | 20,163 |
| Projected average daily census | 18 | 26 | 40 | 55 |

See **(Exhibit 7 & 12)**

3. **Identify any factors in the planning area that could restrict patient access to hospice services.**

   There are underserved populations in the planning area. Pierce County has several characteristics that restrict patient access to hospice services. As can be seen in Table 3 (pp.21), Black, Asian, Indigenous, and other non-white communities in Pierce County have accessibility challenges due to social determinants of health which stem from a scarcity of providers attune to the needs of these communities and staffing shortages within the planning area.

   Bristol intends to establish a volunteer Professional Advisory Committee with members representing the underserved populations and communities. This committee will help Bristol understand the cultural needs of the population and support the efficient delivery of care in accordance with those needs and values.

   To address staffing shortages within Pierce County, Bristol Hospice has invested in employee workplace satisfaction and best-in-class recruitment. This facilitates Bristol's ability to identify, train, and retain talented healthcare professionals within Pierce County. Bristol Hospice is committed to hiring passionate and qualified individuals to our teams without regard to race, retaliation, marital status, color, creed, gender, sexual orientation, pregnancy, childbirth, age, disability, national origin, or status. Bristol Hospice promotes the full realization of an inclusive employment policy and environment.

4. **Explain why this application is not considered an unnecessary duplication of services for the proposed planning area. Provide any documentation to support the response.**

   The data provided by the Department of Health in its 2023-2024 Certificate of Need Hospice Numeric Need Methodology (**Exhibit 6**) provides the baseline data confirming net need in this this planning area. The annual methodology shows that one (1) new hospice agency (rounded down from the calculated 1.57 hospices (55 pt. avg. daily census divided by 35 pt. avg. daily census) is needed by 2025 to support existing providers in the planning area resulting from population growth. Thus, this application will not be an unnecessary duplication of services for the proposed planning area.

In an abundance of caution, Bristol Hospice evaluated its projected volume through 2028 and compared it with the projected utilization under the State methodology by extending the latest projected hospice age cohorts through 2028 and applying the current statewide death rates and statewide percentage of deaths that are supported by hospice. Table 1 below shows that the Bristol hospice market share will serve about a third of the projected need over the forecast period.

| Table 1 - Bristol Hospice Projected Utilization | | | | | | |
|---|---|---|---|---|---|---|
| | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 |
| **Population Age Cohorts Extended to 2026 using Hospice Methodology** | | | | | | |
| Population Ages 0 - 64 | 797,852 | 801,483 | 805,114 | 809,543 | 813,971 | 818,448 |
| Population Ages 65 and Older | 150,840 | 156,642 | 162,444 | 169,975 | 177,506 | 185,370 |
| **Hospice Admissions: 3 yr. avg. Death Rate * Age Cohort Population * Percent Hospice Admits** | | | | | | |
| Population Ages 0 - 64 | 529 | 531 | 534 | 537 | 540 | 543 |
| Population Ages 65 and Older | 3,750 | 3,894 | 4,038 | 4,226 | 4,413 | 4,608 |
| Total Projected Hospice Admits | 4,279 | 4,425 | 4,572 | 4,763 | 4,953 | 5,151 |
| **Unmet Need: Total Proected Hospice Admits Less Current Adj.Capacity of 4,244 Admits** | | | | | | |
| Unmet Need by Year | 35 | 181 | 328 | 519 | 709 | 907 |
| **Unmet Pt. Days: Projected Admits * ALOS of 61.11 Pt. Days** | | | | | | |
| Unmet Hospice Patient Days | 2,139 | 11,061 | 20,044 | 31,716 | 43,327 | 55,427 |
| **Unmet Avg. Daily Census: Projected Pt. Days / by Annual Days** | | | | | | |
| Unmet Average Daily Census | 6 | 30 | 55 | 87 | 119 | 152 |
| **Bristol Hospice Admissions, Patient Days and Average Daily Census** | | | | | | |
| Bristol Hospice Admissions | N.A. | 0 | 110 | 158 | 240 | 330 |
| Bristol Hospice Patient Days | N.A. | 0 | 6,721 | 9,654 | 14,664 | 20,163 |
| Bristol Hospice ADC | N.A. | 0 | 18 | 26 | 40 | 55 |
| **Bristol Hospice % of Unmet Need by Hospice Admits and Patient Days** | | | | | | |
| Bristol Hospice Admissions | N.A. | 0% | 33.5% | 30.4% | 33.9% | 36.4% |
| Bristol Hospice Patient Days | N.A. | 0% | 33.5% | 30.4% | 33.8% | 36.4% |

Source: 2023-2024 Certificate of Need Hospice Numeric Need Methodology and Applicant.

Bristol Hospice is implementing two programs that will increase hospice service utilization in Pierce County for dual eligible residents in long term convalescent nursing homes who qualify for hospice services and eligible residents residing in assisted living facilities. Both populations are documented as being underserved and therefore services are nonduplicative.

Bristol Hospice is implementing a program called Sweet Dreams, that focuses on serving

hospice patients and families and facilities with hospice requirements in the evening and nighttime hours. While all hospices provide continuous services as needed, this is the first formal evening and night program that Bristol offers that has been described in previous certificate of need applications over the last three years of applicant review in Pierce County. Table 2 documents that dual eligible Medicare patients residing in long term care convalescent nursing homes are underserved –0.8% of all CMS hospice days versus the statewide average of 2.4%).

Bristol will also focus on providing specialized Alzheimer's and Dementia hospice services for all hospice patients who frequently reside in assisted living facilities and convalescent nursing homes under a program described as Bright Moments.

Table 2

## Pierce County Medicare Hospice Patient Days by Place of Services

| Place of Service | Q Code | Hospice Days 2021 | Percentage of County Total Days | Percentage of State Total Days | Percentage of National Total Days |
|---|---|---|---|---|---|
| Home | Q5001 | 122,450 | 70.8% | 62.0% | 61.0% |
| Assisted Living Facility | Q5002 | 30,844 | 17.8% | 26.8% | 19.8% |
| Nursing Long-Term Care Facility (LTC) or Non-Skilled Nursing Facility (NF) | Q5003 | 1,412 | 0.8% | 2.4% | 12.7% |
| SNF | Q5004 | 15,972 | 9.2% | 4.9% | 4.4% |
| Inpatient Hospital | Q5005 | 107 | 0.1% | 0.2% | 0.4% |
| Inpatient Hospice Facility | Q5006 | 1,004 | 0.6% | 0.8% | 0.9% |
| Long-Term Care Facility | Q5007 | - | 0.0% | 0.0% | 0.0% |
| Inpatient Psychiatric Facility | Q5008 | - | 0.0% | 0.0% | 0.0% |
| Other | Q5009 | 345 | 0.2% | 2.2% | 0.5% |
| Hospice Facility | Q5010 | 734 | 0.4% | 0.8% | 0.3% |
| Total | | 172,868 | 100.0% | 100.0% | 100.0% |

Berg Data: CMS Hospice Claims Data -Hospice Standard Analytic File - EPPE Code: SAFHHP

5. **Confirm the proposed agency will be available and accessible to the entire planning area.**

   Bristol Hospice confirms it will be available and accessible to the entire planning area.

6. **Identify how this project will be available and accessible to under-served groups.**

   Bristol Hospice has put resources in place to serve all community members, including those that are underserved. This includes, but is not limited to, language translation services, continued education to staff, dedicated Community Liaisons that provide outreach, and specialty programs such as Bright Moments for Alzheimer's and Dementia, We Honor Veterans, and Sweet Dreams for a compassionate presence and the provision of care plan devoted to end of day sleep rituals and comfort in the hours leading up to bedtime. See (**Exhibit 8 and 9**) for information on these programs.

   In addition to the Department's numeric need estimates, there are specific populations within Pierce County who are underserved. These include low-income individuals in Pierce and members of the Black, Asian, Indigenous, and other non-White communities in Pierce County. Bristol intends to establish a volunteer Professional Advisory Committee with members representing underserved populations from the community. They will help direct our access outreach efforts regarding Black, Asian, Indigenous, and other non-White communities. This committee will help us understand more fully the barriers to hospice use and provide education to overcome those barriers. We present 2022 deaths and deaths in hospice by dual eligibility and race and ethnicity for CMS beneficiaries with a Pierce County residence in Table 3. CMS beneficiaries are predominately aged 65 and over but may also reflect younger individuals as well. Dual eligibility is presented only for persons who identified as White given that (1), most CMS beneficiaries across the other demographic categories also identified as dually eligible, and (2) censoring requirements prevent presentation of these categories when cell sizes fall below 10 observations.

   Dual-eligible individuals represent persons dually enrolled in Medicare and Medicaid programs and for the purposes of this analysis, reflect individuals with income which does not exceed 200% of the Federal Poverty Level.[1] For 2024, the Federal Poverty Level $20,440 for a 2-person household[2] while median household income in Pierce County was about $91,486.[3] As such, a 2-person Dual-eligible household would have about a quarter of Pierce County median income.

[1] Dual-eligible individuals are generally classified based on the level of Medicare and Medicaid benefits received according to income level. This analysis considers dual-eligible individuals to be all duals, i.e. both "full" and "partial" duals.
[2] https://aspe.hhs.gov/topics/poverty-economic-mobility/poverty-guidelines, Last Accessed December 19, 2023.
[3] https://www.census.gov/quickfacts/fact/table/piercecountywashington/PST045222, Last Accessed January 17, 2024.

## Table 3

Table 3: Hospice use and underserved deaths by race and ethnicity, Pierce County 2022.

| | Deaths in Hospice, All Providers | All deaths | % of Deaths in Hospice | Underserved Deaths rel. to White avg. |
|---|---|---|---|---|
| White, not Dual Eligible | 1,588 | 4,112 | 38.6% | N/A |
| White, Dual Eligible | 439 | 1,282 | 34.2% | 57 |
| Black | 93 | 344 | 27.0% | 40 |
| Asian/ Pac Islander | 85 | 291 | 29.2% | 28 |
| Hispanic | CENSORED | 35 | CENSORED | 6 |
| Native American/American Indian | 19 | 63 | 30.2% | 6 |
| Other | 68 | 169 | 40.2% | -3 |
| Unknown | 25 | 84 | 29.8% | 8 |
| **Total*** | **2,317** | **6,380** | **36.3%** | **142** |

Sources: CMS 2022 Hospice Limited Data Set
Notes: Reflects data for CMS beneficiaries only. Cells with less than eleven observations are censored for privacy reasons. Underserved deaths relative to White average calculated through assumption of proportion of White Non-Dual Eligible deaths served in hospice (38.6%) for deaths by other specified categories. "Total" row omits censored observations. The proportion of deaths in hospice for across all categories omits Hispanics as the number of Hispanic deaths in hospice is censored.

From Table 3, in 2022, there were 4,112 deaths of CMS beneficiaries within Pierce County who both identified as White and were not dually eligible for Medicare and Medicaid. Of these, 1,588, or about 39 percent, died while receiving hospice care. Among the other demographic groups, a lower proportion of deaths occurred while in hospice.
For Dual- Eligible White persons, about 34 percent died while in hospice. For Black persons, this rate was about 27 percent, for Asian/Pacific Islanders, about 29 percent, and for Indigenous persons, about 30%. The number of CMS beneficiaries identifying as Hispanic persons in Pierce County was not large enough to permit presentation of their hospice use rate.

Constructing the counterfactual where all persons use hospice at the same rate as White non-Dual-Eligible persons, we would see an additional 57 hospice patients for White Dual Eligible persons, an additional 40 from Black persons, an additional 28 from Asian and Pacific Islander persons, and an additional 6 from Native American persons. In aggregate, had Dual Eligible and non-White persons used hospice services at the same rate as non-Dual Eligible White persons, there would have been an additional 142 hospice admissions in Pierce County. Furthermore, this number will increase over time as these populations grow and age.

By reaching out to nursing homes, Bristol Hospice can enroll dual eligible Medicare patients who are eligible for Medicaid hospice but cannot receive convalescent nursing home services under the Medicare program. Bristol's Sweet Dreams and Bright Moments programs can be especially appealing to low-income patients and families for dementia patients.

Bristol is addressing this underserved issue through personnel recruitment and reaching out to agencies described in the Bristol response to Question 19 in the Structure and Process (Quality) of Care (WAC 246-310-230) section. Bristol will monitor its results in providing services to minority populations and take additional steps along with other community providers to reduce disparity in access to health care.

7. **Provide a copy of the following policies:**
   - **Admissions policy**
   - **Charity care or financial assistance policy**
   - **Patient Rights and Responsibilities policy**
   - **Non-discrimination policy**
   - **Suggested additional policies include any others believed to be directly related to patient access (death with dignity, end of life, advanced care planning)**

   See **Exhibit 3** for Admissions Policy
   See **Exhibit 4** for Charity Care Policy
   See **Exhibit 10**
   **10A** Patients' Rights and Responsibilities Policy
   **10B** Non-discrimination Policy
   **10C** Death with Dignity Policy

8. **If there is not sufficient numeric need to support approval of this project, provide documentation supporting the project's applicability under WAC 246-310-290(12). This section allows the department to approve a hospice agency in a planning area absent numeric need if it meets the following review criteria:**
   - **All applicable review criteria and standards with the exception of numeric need have been met;**
   - **The applicant commits to serving Medicare and Medicaid patients; and**
   - **A specific population is underserved; or**
   - **The population of the county is low enough that the methodology has not projected need in five years, and the population of the county is not sufficient to meet an ADC of thirty-five.**

     **Note: The department has sole discretion to grant or deny application(s) submitted under this subsection.**

   The data provided by the Department of Health in its 2023-2024 Certificate of Need Hospice Numeric Need Methodology indicates Pierce County showing numeric need for one (1) additional provider.

**B. Financial Feasibility (WAC 246-310-220)**

**Financial feasibility of a hospice project is based on the criteria in WAC 246-310-220.**

1. **Provide documentation that demonstrates the immediate and long-range capital and operating costs of the project can be met. This should include but is not limited to:**
   - **Utilization projections. These should be consistent with the projections provided under the Need section. Include all assumptions.**
   - **Pro Forma revenue and expense projections for at least the first three full calendar years of operation using at a minimum the following Revenue and Expense categories identified at the end of this question. Include all assumptions.**
   - **Pro Forma balance sheet for the current year and at least the first three full calendar years of operation. Include all assumptions.**
   - **For existing agencies proposing addition of another county, provide historical revenue and expense statements, including the current year. Ensure these are in the same format as the projections. For incomplete years, identify whether the data is annualized.**

| **Revenue** | **Expenses** |
|---|---|
| Medicare, including Managed Care | Advertising |
| Medicaid, including Managed Care | Allocated Costs |
| Private Pay | B & O Taxes |
| Other, [TriCare, Veterans, LNI, etc.] detail what is included | Depreciation and Amortization |
| Non-operating revenue | Dues and Subscriptions |
| | Education and Training |
| | Employee Benefits |
| | Equipment Rental |
| | Information Technology/Computers |
| Deductions from Revenue: | Insurance |
| (Charity) | Interest |
| (Provision for Bad Debt) | Legal and Professional |
| (Contractual Allowances) | Licenses and Fees |
| | Medical Supplies |
| | Payroll Taxes |
| | Postage |
| | Purchased Services (utilities, other) |
| | Rental/Lease |
| | Repairs and Maintenance |
| | Salaries and Wages (DNS, RN, OT, clerical, etc.) |
| | Supplies |
| | Telephone |
| | Travel (patient care, other) |
| | Other, detail what is included |

Please see (**Exhibit 12**) for the forecasted P&L's and balance sheets.

2. **Provide the following agreements/contracts:**
   - **Management agreement.**
   - **Operating agreement**
   - **Medical director agreement**
   - **Joint Venture agreement**

   **Note, all agreements above must be valid through at least the first three full years following completion or have a clause with automatic renewals. Any agreements in draft form must include a document signed by both entities committing to execute the agreement as submitted following CN approval.**

   The only contracts applicable are the Medical Director agreement and Operating agreement. Please see (**Exhibit 13 and 14**) for our contracts.

3. **Provide documentation of site control. This could include either a deed to the site or a lease agreement for the site.**
   **If this is an existing hospice agency and the proposed services would be provided from an existing main or branch office, provide a copy of the deed or lease agreement for the site. If a lease agreement is provided, the agreement must extend through at least the third full year following the completion of the project. Provide any amendments, addendums, or substitute agreements to be created as a result of this project to demonstrate site control.**

   **If this is a new hospice agency at a new site, documentation of site control includes one of the following:**
   a. **An executed purchase agreement or deed for the site.**
   b. **A draft purchase agreement for the site. The draft agreement must include a document signed by both entities committing to execute the agreement as submitted following CN approval.**
   c. **An executed lease agreement for at least three years with options to renew for not less than a total of two years.**
   d. **A draft lease agreement. For Certificate of Need purposes, draft agreements are acceptable if the draft identifies all entities entering into the agreement, outlines all roles and responsibilities of the entities, identifies all costs associated with the agreement, includes all exhibits referenced in the agreement. The draft agreement must include a document signed by both entities committing to execute the agreement as submitted following CN approval.**

   Please see (**Exhibit 11)** for the lease agreement.

4. **Complete the following table with the estimated capital expenditure associated with this project. Capital expenditure is defined under WAC 246-310-010(10). If you have other line items not listed in the table, include the definition of the line item. Include all assumptions used to create the capital expenditure estimate.**

| Item | Cost |
|---|---|
| a. Land Purchase | $ |
| b. Utilities to Lot Line | $ |
| c. Land Improvements | $ |
| d. Building Purchase | $ |
| e. Residual Value of Replaced Facility | $ |
| f. Building Construction | $ |
| g. Fixed Equipment (not already included in the construction contract) | $ |
| h. Movable Equipment | $ 40,000 |
| i. Architect and Engineering Fees | $ |
| j. Consulting Fees | $ |
| k. Site Preparation | $ |
| l. Supervision and Inspection of Site | $ |
| m. Any Costs Associated with Securing the Sources of Financing (include interim interest during construction) | |
| 1. Land | $ |
| 2. Building | $ |
| 3. Equipment | $ |
| 4. Other | $ |
| n. Washington Sales Tax | $ |
| **Total Estimated Capital Expenditure** | **$ 40,000** |

Bristol Hospice will be leasing office space. Therefore, construction and other associated development costs are not applicable. We have identified anticipated capital costs for equipment in the table above.

5. **Identify the entity responsible for the estimated capital costs identified above. If more than one entity is responsible, provide breakdown of percentages and amounts for each.**

The entity responsible is Bristol Hospice - Pierce, L.L.C. The proposed project will be funded by cash reserves from Bristol Hospice, L.L.C.

6. **Identify the amount of start-up costs expected to be needed for this project. Include any assumptions that went into determining the start-up costs. Start-up costs should include any non-capital expenditure expenses incurred prior to the facility opening or initiating the proposed service. If no start-up costs are expected, explain why.**

A list of pre-operational start-up costs are included in the pro forma. See **(Exhibit 7 & 12)**

7. **Identify the entity responsible for the estimated start-up costs identified above. If more than one entity is responsible, provide breakdown of percentages and amounts for each.**

   All costs in the capital expenditures and forecasted P&L's will fall under the Bristol Hospice - Pierce, L.L.C. entity.

8. **Explain how the project would or would not impact costs and charges for healthcare services in the planning area.**

   The project will have a total of $40,000 of capital impact in the question above and will produce the jobs shown in the **FTE** calculation. **(See Exhibit 12, Employee Detail)**

   Hospice provides stabilizing support to families and provides assistance to those who are alone without family support. The overall healthcare operating costs within Pierce County will be reduced from these unmet admissions being admitted to Bristol Hospice.

   The hospice benefit is primarily a Medicare benefit paid by the Federal program directly. Many beneficiaries are duel eligible beneficiaries of both Medicaid and Medicare. Bristol Hospice services will reduce the costs for these Medicaid beneficiaries for the county by providing supportive services and reducing acute admissions.

   A 2022 study of hospice costs from 2002 – 2016 found $7,727 savings for CMS for patients served by hospice compared to the control group not served by hospice for the last three months of their lives. [4] (**Exhibit 15)**

9. **Explain how the costs of the project, including any construction costs, will not result in an unreasonable impact on the costs and charges for health services in the planning area.**

   The provision of hospice services is covered by Medicare, Medicaid or commercial insurance. Our financial analysis shows that the reimbursement for services is adequate to cover the cost of the provision of services. The capital costs of the project due to the nature of hospice serves being provided where the patient lives are minimal and do not add any cost that would affect the planning area.

[4] Melissa D. Aldridge, PhD; Jaison Moreno, MA; Karen McKendrick, MS; Lihua Li, PhD; Ab Brody, PhD; Peter May, PhD. Association Between Hospice Enrollment and Total Health Care Costs for Insurers and Families, 2002-2018. 12/2022. Page 1

10. **Provide the projected payer mix by revenue and by patients by county as well as for the entire agency using the example table below. Medicare and Medicaid managed care plans should be included within the Medicare and Medicaid lines, respectively. If "other" is a category, define what is included in "other."**

| Payer Mix | Percentage of Gross Revenue | Percentage by Patient |
|---|---|---|
| Medicare | 92% | 92% |
| Medicaid | 5% | 5% |
| Other Payers (3rd Party Insurance) | 3% | 3% |
| Total | 100% | 100% |

11. **If this project proposes the addition of a county for an existing agency, provide the historical payer mix by revenue and patients for the existing agency. The table format should be consistent with the table shown above.**

Not applicable. Bristol Hospice- Pierce, L.L.C. is not an existing agency in the State of Washington.

12. **Provide a listing of equipment proposed for this project. The list should include estimated costs for the equipment. If no equipment is required, explain.**

Please see below for the equipment list of the proposed project.

| **Item** | **Expense** |
|---|---|
| IT Equipment | $30,000 |
| Furniture for Office | $10,000 |
| **Total** | **$40,000** |
| | |

13. **Identify the source(s) of financing (loan, grant, gifts, etc.) and provide supporting documentation from the source. Examples of supporting documentation include: a letter from the applicant's CFO committing to pay for the project or draft terms from a financial institution.**

Please see (**Exhibit 16)** for the letter from our CFO.

14. **If this project will be debt financed through a financial institution, provide a repayment schedule showing interest and principal amount for each year over which the debt will be amortized.**

Not applicable, Bristol Hospice will be utilizing cash from its balance sheet to fund this project.

15. **Provide the most recent audited financial statements for:**
    - **The applicant, and**
    - **Any parent entity responsible for financing the project.**

Please see (**Exhibit 17**) for the most recent audited financial statements.

**C. Structure and Process (Quality) of Care (WAC 246-310-230)**
**Projects are evaluated based on the criteria in WAC 246-310-230 for staffing availability, relationships with other healthcare entities, relationships with ancillary and support services, and compliance with federal and state requirements. Some of the questions within this section have implications on financial feasibility under WAC 246-310-220.**

1. **Provide a table that shows FTEs [full time equivalents] by category for the county proposed in this application. All staff categories should be defined.**

   Please see (**Exhibit 12, Employee Detail**) FTEs by category.

2. **If this application proposes the expansion of an existing agency into another county, provide an FTE table for the entire agency, including at least the most recent three full years of operation, the current year, and the first three full years of operation following project completion. There should be no gaps in years. All staff categories should be defined.**

   Not applicable. Bristol Hospice- Pierce, L.L.C. is not an existing agency proposing expansion into another county.

3. **Provide the assumptions used to project the number and types of FTEs identified for this project.**

   Please see (**Exhibit 12, Employee Detail)** FTE's by category.

4. **Provide a detailed explanation of why the staffing for the agency is adequate for the number of patients and visits projected.**

   Bristol Hospice uses similar staffing ratios across the country. Bristol Hospice was established in 2006 and has industry-leading experience in operating hospice agencies. It has found that these ratios are optimal for serving the patient population and providing frequent visits and quality care.

5. **Provide the name and professional license number of the current or proposed medical director. If not already disclosed under 210(1) identify if the medical director is an employee or under contract.**

   Carr, Kirsten Marie Winn; professional license MD60672461

6. **If the medical director is/will be an employee rather than under contract,**

**provide the medical director's job description.**

Not applicable; Medical Director will be under contract.

7. **Identify key staff by name and professional license number, if known. If not yet known, provide a timeline for staff recruitment and hiring (nurse manager, clinical director, etc.)**

Key staff will be recruited if awarded the CON. The recruitment process will begin upon being awarded with start dates of January of 2025. The individuals hired will align with our 2025 FTE table provided in (**Exhibit 12 Employee Detail),** FTEs by category.

The Executive team identified below will provide a national hospice perspective and experience to the service area in Pierce County. As the new local key staff members with insight of the area are onboarded, they will have the Executive team and officers that will support and foster success in process and scale.

## Leadership Team

**Alex Mauricio**
President, CEO

**Ginny Green, RN**
Division President

**Melissa Broadway, RN**
Chief Clinical Officer

**Michael Derrick**
CFO

**Angella Collins, RN**
Division President - West

**Jake Biddle**
EVP of Community Development

**Renee Peterson**
Chief Compliance Officer

8. **For existing agencies, provide names and professional license numbers for current credentialed staff.**

   Not applicable; Bristol Hospice- Pierce, L.L.C. is not an existing agency in the State of Washington.

9. **Describe your methods for staff recruitment and retention. If any barriers to staff recruitment exist in the planning area, provide a detailed description of your plan to staff this project.**

   Bristol Hospice has a strong clinical structure with engaged flexible team members that can support the healthcare needs in cases of emergency or shortage. Bristol is supported by a centralized national recruiting team that has a strong history of hiring healthcare employees within 15 to 20 days of posting a position, which is far below the national average. Bristol recruits on over 150 websites as well as hospice specific niches and organizations. Applicants can apply via their phone or other personal device to easily join the Bristol Hospice team.

   All staff are vetted through extensive background checks including local and national databases as well as the government LEIE exclusion list. New hires go through at least 2 rounds of interviews to ensure they have the temperament to provide this sacred level of service to the community.

   Once hired all staff must complete a rigorous training program to ensure skills are up to the standard for the Bristol Hospice level of quality. This training includes all state and federal required training as well as custom Bristol Hospice coursework and best practices. Technology and in-person training are both utilized to ensure a well-rounded curriculum. Each new member will receive preceptor guidance for the first weeks or months, if necessary, to build competency. Every staff member is measured on performance-based indicators that are based upon electronic quantitative quality data that is stored in our clinical tracking systems. The systems gather charting information and provide feedback to clinical managers to know where to coach and guide staff. Bristol Hospice is most proud of the feedback we receive from our patients and their families. See (**Exhibit 19**) some of the most recent comments. If there are staff who are not providing high quality per the quantitative measures, they will be retrained to provide higher quality and placed on disciplinary action if they fail to meet requirements.

   Bristol Hospice offers favorable benefits packages to hire and retain talent including Health, 401k, vision, dental, and tuition assistance. It allows all employees to apply for new jobs that are posted including any of the affiliated companies of Bristol Hospice L.L.C., allowing incredible opportunities for advancement nationally. Bristol Hospice encourages staff to continue to receive additional licensure and or education on an ongoing basis. Bristol Hospice rewards and recognizes those that get advanced degrees or further education certificates.

Volunteers are managed by a dedicated volunteer coordinator and are critical component to meeting community needs. Bristol Hospice provides training to all volunteers, which ensures that volunteers are ready to serve the community appropriately. This is done similarly to hiring staff in a multi-pronged approach with in-person and technological support. Bristol Hospice recruits' volunteers from all over the community including schools, universities, retirement organizations, current employee contacts or recommendations, local volunteer boards, and online boards. The volunteers go through a rigorous background check. Bristol Hospice loves to work alongside community constituents to serve its patients.

**10. Identify your intended hours of operation and explain how patients will have access to services outside the intended hours of operation.**

Bristol Hospice general office hours are from 8:00 a.m. to 5:00 p.m. However, staff will work after hours, weekends and holidays to meet patient's needs. All calls are routed to Bristol Hospice-hired and trained on-call RNs for resolution. This is done through advanced technology that can locate available staff. Even if all staff are on visits, a call will NEVER go to voicemail. A "live," clinically trained person will answer 100% of the time to address any need. We dispatch trained staff at any hour of the day and night and our goal is to arrive within 30 minutes of any needed after hours visit.

**11. For <u>existing</u> agencies, clarify whether the applicant currently has a method for assessing customer satisfaction and quality improvement for the hospice agency.**

Not applicable; Bristol Hospice- Pierce, L.L.C. is not an existing agency in the State of Washington.

**12. For <u>existing</u> agencies, provide a listing of ancillary and support service vendors already in place.**

Not applicable; Bristol Hospice- Pierce, L.L.C. is not an existing agency in the State of Washington.

**13. Identify whether any of the existing ancillary or support agreements are expected to change as a result of this project.**

Not applicable; This project is not proposing an expansion of an existing agency.

**14. For <u>new</u> agencies, provide a listing of ancillary and support services that will be established.**

Bristol uses the following support services partners and services for ancillary needs:

- Durable Medical Equipment – DME Tracker (Medway Medical Equipment
- Pharmacy – Optum Pharmacy
- Medical Supplies – Twin Med

- Physical Therapy - Aegis
- Dietitian – Healthcare Services Group, Inc.
- X-Ray – Trident Care
- Laboratory – Quest Laboratory
- Ambulance or medical transport – Cabulance, Falck
- Biowaste disposal - Stericycle

Inpatient care

**15. For existing agencies, provide a listing of healthcare facilities with which the hospice agency has documented working relationships.**

Not applicable; This project is not proposing an expansion of an existing agency.

**16. Clarify whether any of the existing working relationships would change as a result of this project.**

Not applicable; This project is not proposing an expansion of an existing agency.

**17. For a new agency, provide the names of healthcare facilities with which the hospice agency anticipates it would establish working relationships.**

Please see (**Exhibit 18**) for list of healthcare facilities Bristol Hospice anticipates it would establish working relationships**.**

**18. Identify whether any facility or practitioner associated with this application has a history of the actions listed below. If so, provide evidence that the proposed or existing facility can and will be operated in a manner that ensures safe and adequate care to the public and conforms to applicable federal and state requirements. WAC 246-310-230(3) and (5)**

a. **A criminal conviction which is reasonably related to the applicant's competency to exercise responsibility for the ownership or operation of a hospice care agency; or**
b. **A revocation of a license to operate a health care facility; or**
c. **A revocation of a license to practice a health profession; or**
d. **Decertification as a provider of services in the Medicare or Medicaid program because of failure to comply with applicable federal conditions of participation.**

Bristol Hospice does not have any facility or practitioner associated with this application who has had any of the actions listed

**19. Provide a discussion explaining how the proposed project will promote continuity in the provision of health care services in the planning area, and not result in an unwarranted fragmentation of services. WAC 246-310-230**

Providing continuity of care and avoiding fragmentation in care delivery is something that Bristol Hospice does well across the country and communities it serves. The Bristol Hospice affiliated companies, year to date have served over 2,000 different referral sources. Bristol works closely with local healthcare providers in the continuum of care to ensure that patients and families receive the highest levels of support and coordinated service. This includes Assisted Living Facilities, Hospitals, Skilled Nursing Facilities, and Physicians. Each of these referral sources exhibits confidence in Bristol Hospice' abilities to promote best practice, continuity, and unwarranted fragmentation in services. Bristol Hospice takes pride in providing care for each patient on an individual level based on their specific needs. Bristol Hospice will develop relationships with local providers in Pierce County.

- Local government agencies providing guidance to the community such as the Area Agency on Aging
- Local chapters of AARP such as CH 4588- Central Community, Seattle
- Local Home Health Agencies such as; Advanced Health Care, AdvisaCare, Always Best Care Senior Services, Arcadia Home Care & Staffing, Carepoint, Catholic Community Services, CHI Franciscan Health at Home, Compassionate In Home Care, Generations Home Care, Good To Be Home Care, Guardian Home Care, Hannah's Home Care Agency Home Instead Senior Care, Kindred at Home, Lincare – Fife, Lutheran Community Services Northwest, Mary Bridge Infusion & Specialty Service, Maxim Healthcare Services, Multicare Home Health, Palliative & Hspc, Northwest Medical Specialties, Personalized Living at Villas Union Park, Puget Sound Home Health, Right at Home, Serengeti Care, Sound Health Medical, Sound Options, St Peters In Home Care, Tacoma Lutheran Support Services, Unicare, and Visiting Angels **(See Exhibit 18**)
- Local Nursing Homes such as; Eliseo, Tacoma Nursing and Rehabilitation Center, Orchard Park Health Care & Rehabilitation Center, Park Rose Care Center, Linden Grove Health Care Center, Birch Creek Post Acute & Rehabilitation, Alaska Gardens Health and Rehabilitation Center, Agility Health and Rehabilitation, Gig Harbor Health & Rehabilitation, Heartwood Extended Healthcare, Rainer Rehabilitation, Cottesmore of Life Care, Avamere at Pacific Ridge, Life Care Center of Puyallup, Life Care Center of South Hill, Washington Soldiers Home, Puyallup Nursing and Rehabilitation Center, Avamere Heritage Rehabilitation of Tacoma, The Oaks at Lakewood, Avamere Transitional Care of Puget Sound, Heron's Key, and Franke Tobey Jones **(See Exhibit 18**)
- Local Assisted Living Facilities such as; The Lodge at Mallard's Landing, Brookdale Courtyard Puyallup, Grand Park, LLC, 6th Avenue Senior Living LLC, Peoples Senior Living LLC, The Village Retirement and Assisted Living, Charlton Place,

  Gig Harbor Court, Independent Living & Assisted Living, Cascade Park Gardens, L.L.C., Heritage House Buckley, Brookdale Allenmore AL (WA), Vineyard Park of

Puyallup, Bridgeport Place, King's Manor Senior Living Community, Maple Creek Venture, LLC, Spring Ridge Retirement, LLC, Brookdale Puyallup South Eliseo, Gig Harbor Memory Care, Pioneer Place Alzheimer Residence of Tacoma, The Cottages at Edgewood, The Cottages at University Place, Living Hope Care Center, Puyallup Valley Enhanced Residential Care Inc, Mill Ridge Village, Brookdale Harbor Bay, Hearthside Manor, Sound Vista Village, Mustard Seed Village, Passionate Care Center, Hope Guest Home, Pacific Avenue Residential Care, Emerald Care Center Inc, Waller Road Home **(See Exhibit 18)**

- Local Chapter of the Alzheimer's Association
- Local Veterans Association such as; Paralyzed Veterans of America NW Chapter, Veterans of Foreign Wars of Washington, Vietnam Veterans of America of Washington, WA USMC support group, Dept. of WA American Legion, Bristol has participated in the Honors flight and some affiliated companies are We honor Veterans level 4.
- Local insurance providers such as; Asuris Northwest Health, Molina Healthcare, Bridgespan, Coordinated Care, Lifewise Health Plan of Washington, Kaiser Permanente, and Regence BlueShield.
- Local Senior Centers and Community Centers
- Local Senior Olympics
- Local chapter of National Hospice and Palliative Care Organization
- Local Emergency Preparation & Disaster Recovery with Local Fire/EMS/Police Departments
- Local radio and television news stations
- Local support groups and grief discussions

**20. Provide a discussion explaining how the proposed project will have an appropriate relationship to the service area's existing health care system as required in WAC 246-310-230.**

Bristol Hospice would serve the healthcare system in the same manner as the other current Hospice agencies in the planning area and would provide excellent post-acute care for those in need. Additionally, Bristol Hospice would be available as a resource for the area's existing health care system and would actively engage to streamline communication serving not only the health care system but the community as a whole.

**21. The department will complete a quality of care analysis using publicly available information from CMS. If any facilities or agencies owned or operated by the applicant reflect a pattern of condition-level findings, provide applicable plans of correction identifying the facility's current compliance status.**

Bristol Hospice does not reflect a pattern of condition-level findings.

**22. If information provided in response to the question above shows a history of condition-level findings, provide clear, cogent and convincing evidence that**

**the applicant can and will operate the proposed project in a manner that ensures safe and adequate care, and conforms to applicable federal and state requirements.**

This is not applicable as Bristol Hospice does not have a history of condition-level findings.

**D. Cost Containment (WAC 246-310-240)**
**Projects are evaluated based on the criteria in WAC 246-310-240 in order to identify the best available project for the planning area.**

1. **Identify all alternatives considered prior to submitting this project. At a minimum include a brief discussion of this project versus no project.**

   Bristol Hospice considered the following options:

   Option 1: Not requested approval for develop and operate a hospice agency in Pierce County—the "Do Nothing" Option

   Option 2: Requesting approval for develop and operate a hospice agency—The Project

   These two options are evaluated in the tables below. As described in these tables, based on these criteria, and the fact the Department hospice need methodology demonstrates net need for an additional hospice agency in Pierce County, Bristol concluded Option 2—The Project was the best option available.

2. **Provide a comparison of the project with alternatives rejected by the applicant. Include the rationale for considering this project to be superior to the rejected alternatives. Factors to consider can include, but are not limited to: patient access to healthcare services, capital cost, legal restrictions, staffing impacts, quality of care, and cost or operation efficiency.**

Table 4

Alternative Analysis: Access to Hospice Services

| **Advantages/Disadvantages -** | |
|---|---|
| 1) Status Quo: Do nothing | The status quo does not address the need for additional hospice services as identified by the Department of Health in Pierce County, nor does it address access to care issues that *currently* exist. (Disadvantage ("D") |

| | |
|---|---|
| 2) The Project: Develop a new Bristol Pierce County hospice operation | Improves access. Advantage ("A") |
| Conclusion: The status quo is clearly not advantageous for the community from an access standpoint. | |

Table 5

Alternative Analysis: Improved Health Outcomes for Hospice Services

| **Advantages/Disadvantages** | |
|---|---|
| 1) Status Quo: Do nothing | There is no advantage to maintaining the status quo in terms of improving health outcomes. Access to hospice care needs improvement, which will improve health outcomes. (D) |
| 2) The Project: Develop a new Bristol Pierce County hospice operation | The requested project reduces current and future access barriers. Improved access will improve health outcomes. (A) |
| Conclusion: The status quo is clearly not advantageous for the community from a health outcome standpoint. | |

*Table 6*

*Alternative Analysis: Quality of Care*

| **Advantages/Disadvantages** | |
|---|---|
| 1) Status Quo: Do nothing or postpone action | There is no advantage to maintaining the status quo in terms of improving quality of care (D) |
| 2) The Project: Develop a new Bristol Pierce County hospice operation | The requested project reduces current and future access barriers identified in the Pierce County planning area, which in turn, improves quality of care. (A) |
| Conclusion: The status quo is clearly not advantageous for the community from quality of care standpoint, given access issues and the identified need for an additional hospice agency in the county. | |

*Table 7*

*Alternative Analysis: Healthcare Cost Control – Patient and Payer*

| | |
|---|---|
| 1) Status Quo: Do nothing or postpone action | Maintain the status quo limits access, which increases patient costs. (D) |
| 2) The Project: Develop a new Bristol Pierce County hospice operation | To achieve increased hospice utilization and earlier interventions will better serve patients with appropriate care in a hospice setting (A) county. |
| Conclusion: The status quo is clearly not advantageous for the community from health cost standpoint given the metrics around lack of access to appropriate hospice care in appropriate settings. | |

*Table 8*

*Alternative Analysis: Operating Efficiencies*

| Advantages/Disadvantages | |
|---|---|
| 1) Status Quo: Do nothing or postpone action | The status quo, with underutilization, may reduce operating costs, but this lack of needed access to hospice care leads to suboptimal care outcomes, which offsets any operating cost savings for existing providers. (D) |
| 2) The Project: Develop a new Bristol Pierce County hospice operation | The proposed agency, as an affiliate of Bristol Hospice, will be operated efficiently, given years of organizational experience and expertise. (A) |
| Conclusion: The status quo is clearly not advantageous for the community from an access standpoint. There will be operational costs, but these will be offset by improved access to patients and families. | |

**3. If the project involves construction, provide information that supports conformance with WAC 246-310-240(2):**

- **The costs, scope, and methods of construction and energy conservation are reasonable; and**
- **The project will not have an unreasonable impact on the costs and charges to the public of providing health services by other persons.**

This project will not involve construction.

**4. Identify any aspects of the project that will involve appropriate improvements or innovations in the financing and delivery of health services which foster cost containment and which promote quality assurance and cost effectiveness.**

Having sufficient hospice services available in the community promotes cost effectiveness in the delivery of health services as it reduces the amount of rehospitalizations that occur when patients do not have access healthcare in the home. Bristol Hospice strives to be available for a hospice conversation within 1 hour of the referral and admit the patient within 4 hours of the referral. This level of speed is critical in reducing unnecessary hospitalizations and EMS use as the patient can then have access to clinical staff to address health concerns.

**Hospice Agency Superiority**

In the event that two or more applications meet all applicable review criteria and there is not enough need projected for more than one approval, the department uses the criteria in WAC 246-310-290(11) to determine the superior proposal.

**Multiple Applications in One Year**

1. In the event you are preparing more than one application for different planning areas under the same parent company – regardless of how the proposed agencies will be operated – the department will require additional financial information to assess conformance with WAC 246-310-220. The type of financial information required from the department will depend on how you propose to operate the proposed projects. Related to this, answer the following questions: **Is the applicant (defined under WAC 246-310-010(6)) submitting any other hospice applications under either of this year's concurrent review cycles? This could include the same parent corporation or group of individuals submitting under separate LLCs under their common ownership.**

   **If the answer to this question is no, there is no need to complete further questions under this section.**

   The applicant is not submitting any other hospice applications.

2. **If the answer to the previous question is yes, clarify:**
   - **Are these applications being submitted under separate companies owned by the same applicant(s); or**
   - **Are these applications being submitted under a single company/applicant?**
   - **Will they be operated under some other structure? Describe in detail.**

   Not applicable.

3. **Under the financial feasibility section, you should have provided a pro forma balance sheet showing the financial position of this project in the first three full calendar years of operation. Provide pro forma balance sheets for the applicant, assuming approval of this project showing the first three full calendar years of operation. In addition, provide a pro forma balance sheet for the applicant assuming approval of all proposed projects in this year's review cycles showing the first three full calendar years of operation.**

   Not applicable.

4. **In the event that the department can approve more than one county for the same applicant, further pro forma revenue and expense statements may be required.**
   - **If your applications propose operating multiple counties under the same license, provide combined pro forma revenue and expense statements showing the first three full calendar years of operation assuming approval of all proposed counties.**

- **If your applications propose operating multiple counties under separate licenses, there is no need to provide further pro forma revenue and expense statements.**

Not applicable.

## Certificate of Need Program Revised Code of Washington (RCW) and Washington Administrative Code (WAC)

Certificate of Need Program laws RCW 70.38

Certificate of Need Program rules WAC 246-310

Certificate of Need Program 'Frequently Asked Questions'

**Commonly Referenced Rules for Hospice Projects:**

| WAC Reference | Title/Topic |
|---|---|
| 246-310-010 | Certificate of Need Definitions |
| 246-310-200 | Bases for findings and action on applications |
| 246-310-210 | Determination of Need |
| 246-310-220 | Determination of Financial Feasibility |
| 246-310-230 | Criteria for Structure and Process of Care |
| 246-310-240 | Determination of Cost Containment |
| 246-310-290 | Hospice services—Standards and need forecasting method. |

**Certificate of Need Contact Information:**
Certificate of Need Program Web Page
Phone: (360) 236-2955
Email: FSLCON@doh.wa.gov

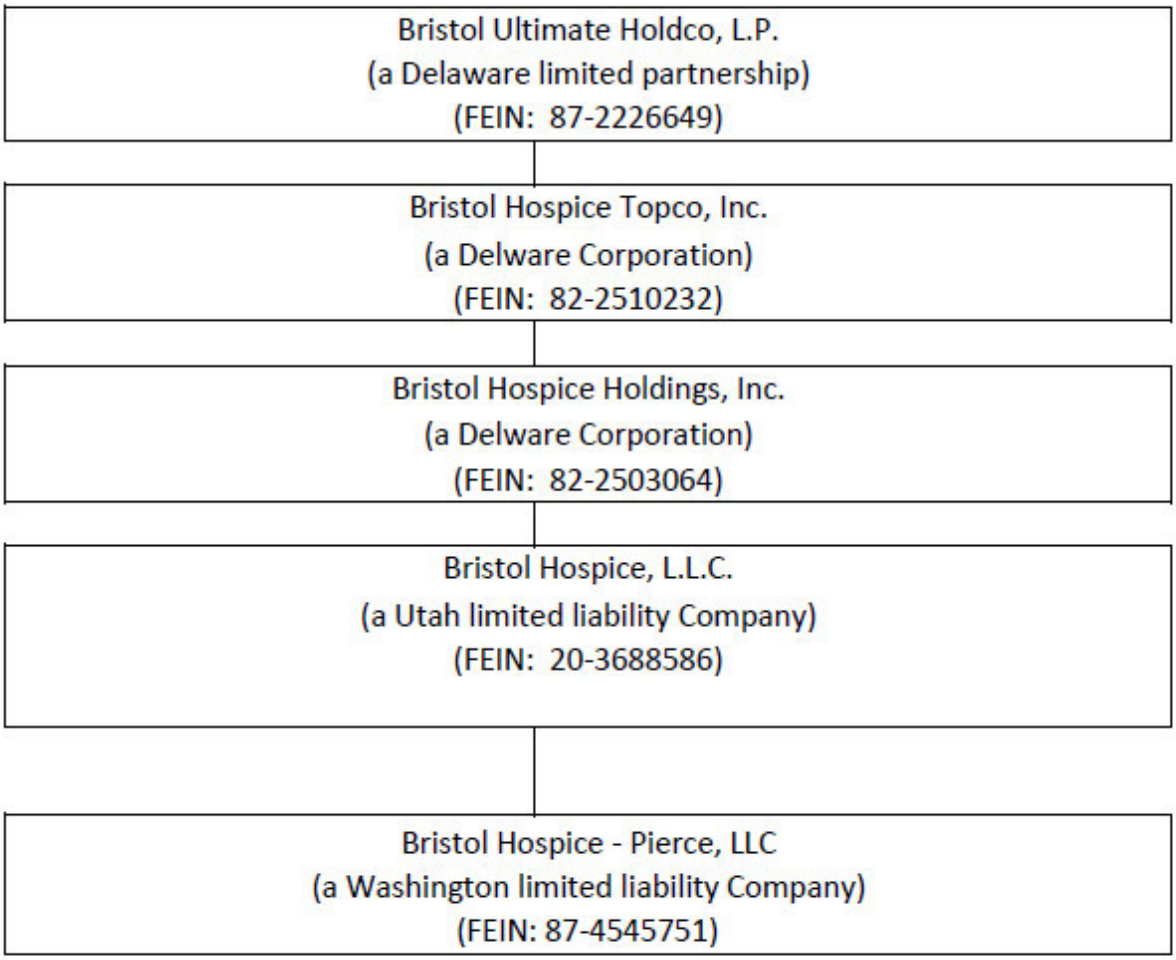
**Licensing Resources:**
In-Home Services Agencies Laws, RCW 70.127
In-Home Services Agencies Rules, WAC 246-335
Hospice Agencies Program Web Page

# EXHIBIT 1

## Organizational Structure

# Bristol Hospice - Pierce, LLC

Structure Chart



# EXHIBIT 2

## List of Owned Entities

| Legal Name | D/B/A | Address | City | State | Zip Code | License # | Medicare Provider Number | Accreditation Status | If acquired in the last 3 full calendar years | Type of Agency |
|---|---|---|---|---|---|---|---|---|---|---|
| Gerinet Palliative Care, LLC | Bristol Hospice - Tucson | 5210 E. Williams Circle, Ste 530 | Tucson | AZ | 85711 | HSPC5172 | 031605 | CHAP; Deemed Status | N/A | Hospice |
| Bristol Hospice - California, LLC | N/A | 374 E. Yosemite Ave., Ste 200 | Merced | CA | 95340-9100 | 550000358 | 55-1501 | CHAP; Deemed Status | N/A | Hospice |
| Bristol Hospice - Inland Empire, LLC | N/A | 6296 River Crest Drive, Ste L | Riverside | CA | 92507-9738 | 550003820 | A01582 | Not accredited; State survey | N/A | Hospice |
| Bristol Hospice - Inland Valley, L.L.C. | N/A | 7365 Carnelian Street, Ste 240 | Rancho Cucamonga | CA | 91730-1156 | 550003038 | 75-1690 | Not accredited; State survey | N/A | Hospice |
| Bristol Hospice - Sacramento, L.L.C. | N/A | 2140 Professional Drive, Ste 210 | Roseville | CA | 95661-3664 | 550000805 | 551538 | CHAP; Deemed Status | N/A | Hospice |
| Bristol Hospice - Simi Valley, L.L.C. | N/A | 1203 Flynn Road, Ste. 160 | Camarillo | CA | 93012-6203 | 550001301 | 551594 | Not accredited; State survey | N/A | Hospice |
| Gerinet Physician Services, Inc. | Bristol Hospice - Greater LA | 4010 Watson Plaza Drive, Suite 140 | Lakewood | CA | 90712-4037 | 550000196 | 55-1502 | CHAP; Deemed Status | N/A | Hospice |
| Gerinet Physician Services, Inc. | Bristol Hospice - Northern LA | 700 North Central Avenue, Suite 550 | Glendale | CA | 91203-1244 | 550000400 | 55-1546 | CHAP; Deemed Status | N/A | Hospice |
| Hospice Touch, Inc. | Bristol Hospice - Orange County | 3070 Bristol Street, Suite 100 | Cosa Mesa | CA | 92626-7334 | 80000769 | 05-1757 | CHAP; Deemed Status | N/A | Hospice |
| Optimal Hospice, Inc. | Bristol Hospice - Bakersfield | 4900 California Ave., Ste 110A, | Bakersfield | CA | 93309-7024 | 070000581 | 051725 | CHAP; Deemed Status | N/A | Hospice |
| Optimal Hospice, Inc. | Bristol Hospice - Lake Isabella | 6504 Lake Isabella Blvd., Suite E | Lake Isabella | CA | 93240 | 070000581 | 051725 | CHAP; Deemed Status | N/A | Hospice |
| Optimal Hospice, Inc. | Bristol Hospice - Fresno | 2787 W Bullard Avenue, Ste 101 | Fresno | CA | 93711-2273 | 100000782 | 051769 | CHAP; Deemed Status | N/A | Hospice |
| Optimal Hospice, Inc. | Bristol Hospice -Visalia | 2439 West Whitendale Ave, Ste B | Visalia | CA | 93277-6127 | 100000782 | 051769 | CHAP; Deemed Status | N/A | Hospice |
| Optimal Hospice, Inc. | Bristol Hospice - Stockton | 2800 W. March Lane, Ste 110 | Stockton | CA | 95219-8220 | 550000173 | 051793 | CHAP; Deemed Status | N/A | Hospice |
| Optimal Hospice, Inc. | Bristol Hospice - Modesto | 1101 Sylvan Avenue, Ste B-10 | Modesto | CA | 95350-1607 | 550000173 | 051793 | CHAP; Deemed Status | N/A | Hospice |
| Optimal Hospice, Inc. | Bristol Hospice - Lancaster | 44151 15th Street West, Ste 201 | Lancaster | CA | 93534-4079 | 550004054 | A01526 | CHAP; pending survey | N/A | Hospice |
| Sojourn Hospice & Palliative Care - East Bay, LLC | Bristol Hospice - East Bay | 5820 Stoneridge Mall Rd., Ste 209, | Pleasanton | CA | 94588-3200 | 550003382 | 921543 | CHAP; Deemed Status | N/A | Hospice |
| Sojourn Hospice & Palliative Care - Redding, LLC | Bristol Hospice - Redding | 415 Knollcrest Dr., Suite 140 | Redding | CA | 96002-0129 | 550002893 | 751664 | Not accredited; State survey | N/A | Hospice |
| Sojourn Hospice & Palliative Care - San Diego, LLC | Bristol Hospice - San Diego | 8765 Aero Drive, Ste 226 | San Diego | CA | 92123-1767 | 550003077 | 75-1734 | Not accredited; State survey | N/A | Hospice |
| Suncrest Hospice - NOCO, L.L.C. | Bristol Hospice - NOCO | 3770 West Puritan Way, Unit E | Frederick | CO | 80516-9436 | 17C957 | 061561 | Not accredited; State survey | N/A | Hospice |
| Suncrest Hospice LLC | Bristol Hospice- Colorado Springs | 7660 Goddard Street, Ste 100 | Colorado Springs | CO | 80920-8231 | 17F493 | 06-1576 | Not accredited; State survey | N/A | Hospice |
| Suncrest Hospice LLC | Bristol Hospice - Denver | 5700 South Quebec Street, Ste 310 | Greenwood Village | CO | 80111-2008 | 17R196 | 06-1576 | Not accredited; State survey | N/A | Hospice |
| Bristol Hospice - Miami Dade, LLC | N/A | 5201 Blue Lagoon Drive, Ste 570 Miami, | Miami | FL | 33126-2075 | 50370981 | 10-1558 | CHAP; Deemed Status | N/A | Hospice |
| Bristol Hospice - Miami Dade, LLC | Bristol Hospice - North Miami | 14400 NW 77th Ct, Ste 101 | Miami Lakes | FL | 33016-1590 | 50370981 | 10-1558 | CHAP; Deemed Status | N/A | Hospice |
| Bristol Hospice - Georgia, LLC | N/A | 2849 Paces Ferry Road, Ste 380 | Atlanta | GA | 30339-3769 | 033-0357-H | 11-1711 | CHAP; Deemed Status | N/A | Hospice |
| Inspiring Hospice Partners of Georgia, LLC | Bristol Hospice - East Georgia | 1252 Virgil Langford Rd. | Watkinsville | GA | 30677-7245 | 029-0427-H | 11-1782 | CHAP; Deemed Status | 11/1/2021 | Hospice |
| Bristol Hospice - Hawaii, L.L.C. | N/A | 55 Merchant Street, Ste 2900 | Honolulu | HI | 96813-4384 | W54162393-01 | 12-1508 | CHAP; Deemed Status | N/A | Hospice |
| Bristol Hospice - Chicago, LLC | N/A | 701 Lee Street, Ste. 480 | Des Plaines | IL | 60016 | 2003260 | pending tie-in notice | CHAP; Deemed Status | N/A | Hospice |
| Regional Hospice Care Group of NW Louisiana, LLC | Bristol Hospice - NW Louisiana | 1634 Highway 531, Minden, LA 71055 | Minden | LA | 71055-6530 | 2203783956 | 191616 | Not accredited; State survey | 12/30/2021 | Hospice |
| Regional Hospice Care Group of NW Louisiana, LLC | Bristol Hospice - NW Louisiana | 9301 Wallace Lake Rd., Shreveport, LA | Shreveport | LA | 71106-7318 | 2203783956-B | 191616 | Not accredited; State survey | 12/30/2021 | Hospice |
| Bristol Hospice, LLC | N/A | 1 Father Devalles Blvd., Ste 309 | Fall River | MA | 02723-1511 | 7ZYT | 22-1612 | Not accredited; State survey | N/A | Hospice |
| Hope Hospice, Inc. | Bristol Hospice - Eastern Missouri | 10754 Indian Head Industrial Blvd | St. Louis | MO | 63132-1102 | 155-15HO | 26-1620 | Not accredited; State survey | 3/18/2022 | Hospice |
| Bristol Hospice - Oklahoma, L.L.C. | N/A | 4005 NW Expressway, Ste. 140E | Oklahoma City | OK | 73116-1691 | H04324 | 37-1732 | CHAP; Deemed Status | N/A | Hospice |
| Bristol Hospice - Bend, L.L.C. | N/A | 563 SW 13th Street, Ste 101 | Bend | OR | 97702-3156 | 16-1092 | 38-1578 | CHAP; Deemed Status | N/A | Hospice |
| Bristol Hospice - Eugene, LLC | N/A | 400 International Way, Suite 200 | Springfield | OR | 97477 | 16-1076 | 381568 | Not accredited; State survey | N/A | Hospice |
| Bristol Hospice - Oregon, L.L.C. | N/A | 10365 SE Sunnyside Road, Ste 340 | Clackamas | OR | 97015-5751 | 16-1056 | 381559 | Not accredited; State survey | N/A | Hospice |
| Bristol Hospice - Rogue Valley, L.L.C. | N/A | 1867 Williams Hwy, Ste. 110 | Grants Pass | OR | 97527-5854 | 16-1080 | 381572 | CHAP; Deemed Status | N/A | Hospice |
| High Desert Hospice LLC | Bristol Hospice - Klamath Falls | 2210 Shallock Ave | Klamath Falls | OR | 97601 | 16-1009 | 381551 | Not accredited; State survey | 11/1/2021 | Hospice |
| Inspiring Hospice Partners of Oregon, LLC | Bristol Hospice - Hood River | 407 Portway Ave, Ste. 201 | Hood River | OR | 97031-1182 | 16-1070 | 38-1554 | Not accredited; State survey | 12/30/2021 | Hospice |
| Bristol Hospice - Pathways, L.L.C. | Bristol Hospice - North Central Texas | 1905 N. Highway 77, Ste 220 | Waxahachie | TX | 75165-9210 | 15998 | 451743 | CHAP; Deemed Status | N/A | Hospice |
| Bristol Hospice - Pathways, L.L.C. | Bristol Hospice - San Antonio | 1100 NW Loop 410, Ste. 290 | San Antonio | TX | 78213-2254 | 15998 | 451743 | CHAP; Deemed Status | N/A | Hospice ADS |
| Bristol Hospice - Pathways, L.L.C. | Bristol Hospice - Corsicana | 1008 W 2nd Ave, Ste. 1 & 4 | Corsicana | TX | 75110-3702 | 15998 | n/a | Not accredited; State survey | N/A | Hospice ADS |
| Bristol Hospice - Texas, L.L.C. | N/A | 2002 Timberloch Place, Ste 150 | The Woodlands | TX | 77380-1198 | 16069 | 67-1708 | CHAP; Deemed Status | N/A | Hospice |
| KMS Health Inc | Bristol Hospice - Dallas | 16901 N Dallas Pkwy, Ste 114 | Addison | TX | 75001-5218 | 014027 | 67-1622 | CHAP | 4/19/2022 | Hospice |
| Bristol Hospice - Utah II, L.L.C. | N/A | 1106 E. 6600 S., Murray, UT 84121 | Murray | UT | 84121-2446 | 2020-Hospice-104512 | 461595 | Not accredited; State survey | N/A | Hospice |
| Bristol Hospice - Utah, L.L.C. | N/A | 1638 N. Washington Blvd., Ste 102 | Ogden | UT | 84404-3790 | 2020-Hospice-78013 | 461566 | Not accredited; State survey | N/A | Hospice |
| Bristol Hospice - Richmond, L.L.C. | N/A | 7400 Beaufont Springs Dr., Ste. 105, | Richmond | VA | 23225-5519 | HSP-23456 | 49-1655 | CHAP; Deemed Status | N/A | Hospice |
| Bristol Hospice - Virginia Beach, L.L.C. | N/A | 468 Viking Drive, Ste. 104 &105, Virginia | Virginia Beach | VA | 23452-7469 | HSP-23455 | 49-1656 | CHAP; Deemed Status | N/A | Hospice |
| Inspiring Hospice Partners of Oregon, LLC | Bristol Hospice - Snohomish County | 12625 4th Ave. West, Ste. 203A and | Everett | WA | 98204-6427 | HIS.FS.60741443 | pending | Not accredited; State survey | 12/30/2021 | Hospice |
| Bristol Hospice - Green Bay, LLC | N/A | 2450 Velp Avenue, Ste 101 | Green Bay | WI | 54303-6593 | 2057 | 52-1610 | CHAP; Deemed Status | N/A | Hospice |
| Bristol Hospice - Madison, LLC | N/A | 206 E Olin Avenue, Ste 101 | Madison | WI | 53713-1434 | 2058 | 52-1613 | CHAP; Deemed Status | N/A | Hospice |

# EXHIBIT 3

## Admission Policy

# ADMISSION CRITERIA AND PROCESS

**Policy No. 1-009**

## PURPOSE

To establish standards and a process by which a patient can be evaluated and accepted for admission.

## POLICY

The hospice will admit any patient with a life-limiting illness that meets the admission criteria.

Patients will be accepted for care without discrimination on the basis of race, color, religion, age, gender, sexual orientation, disability (mental or physical), communicable disease, ability to pay per company's' charity care policy or place of national origin.

Patients will be accepted for care based on need for hospice services. Consideration will be given to the adequacy and suitability of hospice personnel, resources to provide the required services, and a reasonable expectation that the patient's hospice care needs can be adequately met in the patient's place of residence.

The patient's life-limiting illness and prognosis of six (6) months or less will be determined by utilizing standard clinical prognosis criteria developed by the fiscal intermediary's Local Coverage Determinations (LCDs).

The hospice reserves the right not to accept any patient who does not meet the admission criteria.

A patient will be referred to other resources if the hospice cannot meet his/her needs.

Once a patient is admitted to service, the hospice will be responsible for providing care and services within its financial and service capabilities, mission, and applicable law and regulations.

Admission Criteria

1. The patient must be under the care of a physician. The patient's physician (or other authorized independent practitioner) must order and approve the provision of hospice care, be willing to sign or have a representative who is willing to sign the death certificate and be willing to discuss the patient's resuscitation status with the patient and family/caregiver.

2. The patient must identify a family member/caregiver or legal representative who agrees to be a primary support care person if and when needed. Persons without such an identified individual and who are independent in their activities of daily living (ADLs) will require a specific plan to be developed at time of admission with the social worker.

3. The patient must have a life-limiting illness with a life expectancy of six (6) months or less, as determined by the attending physician and hospice Medical Director, utilizing standard clinical prognosis criteria developed by LCD.

4. The patient must desire hospice services and be aware of the diagnosis and prognosis.

5. The focus of care desired must be palliative versus curative.

6. The patient and family/caregiver desire hospice care agree to participate in the plan of care and sign the consent form for hospice care.

7. The patient and family/caregiver agree that patient care will be provided primarily in the patient's residence, which could be his/her private home, a family member's home, a skilled nursing facility, or other living arrangements.

8. The physical facilities and equipment in the patient's home must be adequate for safe and effective care.

9. The patient must reside within the geographical area that the hospice services.

10. Eligibility for participation will not be based on the patient's race, color, religion, age, gender, sexual orientation, disability (mental or physical), communicable disease, or place of national origin.

11. If applicable, the patient must meet the eligibility criteria for Medicare, Medicaid, or private insurance hospice benefit reimbursement.

12. Eligibility criteria will be continually reviewed on an ongoing basis by the interdisciplinary team to assure appropriateness of hospice care.

## PROCEDURE

1. The hospice will utilize referral information provided by family/caregiver, health care clinicians from acute care facilities, skilled or intermediate nursing facilities, other agencies, and physician offices in the determination of eligibility for admission to the program. If the request for service is not made by the patient's physician, he/she will be consulted prior to the evaluation visit/initiation of services.

2. The Director of Patient Care Services/Clinical Supervisor will assign hospice personnel to conduct initial assessments of eligibility for services within the time frame requested by the referral source or based on the information regarding the patient's condition or as ordered by the physician (or another authorized independent practitioner).

3. Assignment of appropriate hospice personnel to conduct the initial assessments of patient's eligibility for admission will be based on:

A. Patient's geographical location

B. Complexity of patient's hospice care needs/level of care required

C. Hospice personnel's education and experience

D. Hospice personnel's special training and/or competence to meet patient's needs

E. Urgency of identified need for assessment

4. In the event that the time frame for assessment cannot be met, the patient's physician and the referral source, as well as the patient, will be notified for approval of the delay. A. Such notification and approval will be documented.

   B. If approval is not obtained for the delay, the patient will be referred to another hospice for services.

5. A hospice registered nurse will make an initial contact prior to the patient's hospital discharge, if possible or appropriate. The initial home visit will be made within the time frame requested by the referral source and according to organization policy, or as ordered by the physician (or another authorized independent practitioner). The purpose of the initial visit will be to:

   A. Explain the hospice philosophy of palliative care with the patient and family/caregiver as unit of care.

   B. Explain the patient's rights and responsibilities and grievance procedure. (See "Bill of Rights" Policy No. 9-005.)

   C. Provide the patient with a copy of the hospice Notice of Privacy Practices.

   D. Assess the family/caregiver's ability to provide care.

   E. Evaluate physical facilities and equipment in the patient's home to determine if they are safe and effective for care in the home.

   F. Allow the patient and family/caregiver to ask questions and facilitate a decision for hospice services especially provided under the Medicare/Medicaid hospice benefit.

   G. Review appropriate forms and subsequently sign forms by patient and family/caregiver once agreement for the hospice program has been decided.

   H. Provide services as needed and ordered by physician (or other authorized independent practitioner) and incorporate additional needs into the hospice plan of care.

   I. Give patient information about durable power of attorney for health care, if the patient has not already done so.

6. During the initial assessment visit, the admitting registered nurse will assess the patient's eligibility for hospice services according to the admission criteria and standard prognosis criteria to determine/confirm further:

    A. Level of services required and frequency criteria

    B. Eligibility (according to organization admission criteria)

    C. Source of payment

7. If eligibility criteria are met the patient and family/caregiver will be provided with a Patient Handbook, hospice brochure(s) and various educational materials providing sufficient information on:

    A. Nature and goals of care and/or service

    B. Hours during which care or service are available (physician, nursing, drugs and biological are available 24 hours/day. All other services are available to meet individual patient care needs)

    C. Access to care after hours

    D. Costs to be borne by the patient, if any, for care

    E. Hospice mission, objectives, and scope of care provided directly and those provided through contractual agreement

    F. Safety information

    G. Infection control information

    H. Emergency preparedness plans

    I. Available community resources

    J. Complaint/grievance process

    K. Advance Directives

    L. Availability of spiritual counseling in accordance with religious preference

    M. Hospice personnel to be involved in care

    N. Mechanism for notifying the patient and family/caregiver of changes in care and any related liability for payment as a result of those changes

8. The hospice registered nurse will document that the above information has been furnished to the patient and family/caregiver and any information not understood by the patient and family/caregiver.

9. The patient and family/caregiver, after review, will be given the opportunity to either accept or refuse services.

10. The patient or his/her representative will sign the required forms indicating election of hospice care and receipt of patient rights and privacy information.

11. Refusal of services will be documented in the clinical record. Notification of the Director of Patient Care Services/Clinical Supervisor, Attending Physician, and referral source will be completed and documented in the clinical record.

12. The hospice registered nurse will assist the family in understanding changes in the patient's status related to the progression of an end-stage disease.

13. The hospice registered nurse will educate the family in techniques for providing care.

14. The hospice registered nurse will contact the physician for clinical information in writing to certify patient for hospice care.

15. The hospice registered nurse will complete an initial assessment during this visit within 48 hours after the election of the hospice care (unless the physician, patient or representative requests that the initial assessment be completed in less than 48 hours.) (See "Initial Assessment" Policy No. 1-013)

16. The hospice registered nurse will contact at least one (1) other member of the interdisciplinary group for input into the plan of care, prior to the delivery of care. The two (2) remaining core services must be contacted and provide input into the plan of care within two (2) days of start of care; this may be in person or by phone.

17. If the patient is accepted for hospice care, a comprehensive assessment of the patient will be performed no later than 5 calendar days after the election of hospice care. A plan of care will be developed by the attending hospice physician, the Medical Director or physician designee, and the hospice team. It will then be submitted to the attending physician for signature. The patient's wishes/desires will be considered and respected in the development of the plan of care. (See "Comprehensive Assessment" Policy No.1-014)

18. In California, if the patient needs physical therapy, the physical therapist will provide a copy of Form NTC 12-01, August 2, 2012 to the patient or representative. The patient or representative must sign and date an acknowledgement that the notice was received. (www.ptbc.ca.gov)

19. The time frames will apply for weekends and holidays, as well as weekday admissions.

20. A clinical record will be initiated for each patient admitted for hospice services.

21. If a patient does not meet the admission criteria or cannot be cared for by the hospice, the Director of Patient Care Services/Clinical Supervisor should be notified and appropriate referrals to other sources of care made on behalf of the patient.

22. The following individuals should be notified of non-admits:

    A. Patient

    B. Physician

C. Referral source (if not physician)

22. A record of non-admits will be kept for statistical purposes, with date of referral, date of assessment, patient name, services required, physician, reason for non-admit, referral to other hospice care facilities, etc.

23. In instances where patient does not meet the stated criteria for admission to the program, exceptions will be decided upon by the Executive Director/Administrator and/or Director of Patient Care Services/Clinical Supervisor in consultation with the Medical Director, upon request of the referring party and/or the patient.

24. In instances where continued care to a patient contradicts the recommendations of an external or internal entity performing a utilization review, the Executive Director/Administrator and Director of Patient Care/Clinical Supervisor will be notified. All care, service, and discharge decisions must be made in response to the care required by the patient, regardless of the external or internal organization's recommendation. The patient and family/caregiver, as appropriate, and physician will be involved in deliberations about the denial of care or conflict about care decisions.

25. A record of conflict of care issues and outcomes will be kept for statistical purposes, referencing the date of the conflict of care issue, the patient's name, the external or internal organization recommendations and reasons, and complete documentation of organization decision and patient care needs.

# EXHIBIT 4

## Charity Care Policy

## PURPOSE

To identify the criteria to be applied when accepting patients for charity care.

## POLICY

Patients who are unable to pay for medically necessary Hospice care will be accepted for charity care admission, per established criteria.

The hospice will establish objective criteria and financial screening procedures for determining eligibility for charity care.

The hospice will consistently apply the charity care policy.

## CRITERIA

Patients without financial resources who live in the service area of hospice and meet eligibility requirements for hospice care in the Admission Criteria policy.

Patients will be accepted for care without discrimination on the basis of race, color, religion, age, gender, sexual orientation, disability (mental or physical), communicable disease, ability to pay or place of national origin.

Eligibility for charity care under this policy is at all times contingent upon the patient's cooperation with the application process, including the timely submission of all information that Bristol Hospice deems necessary or appropriate to make a charity care determination.

Patients' eligibility for free or discounted care is based on household income and family size as identified in Exhibit 1, which is updated annually, and is based on eligible services.

- Income Level of 100% or less - 100% discounted charges
- Income Level of 100% - 200% - 50% discounted charges

## EXHIBIT 1

## 2024 National Federal Poverty Guidelines for the 48 contiguous states and the District of Columbia

| Household/ Family Size | 2024 Federal Poverty Level for the 48 Contiguous States (Annual Income) | | | | |
|---|---|---|---|---|---|
| | 100% | 133% | 138% | 150% | 200% |
| 1 | $15,060 | $20,030 | $20,783 | $22,590 | $30,120 |
| 2 | $20,440 | $27,185 | $28,207 | $30,660 | $40,880 |
| 3 | $25,820 | $34,341 | $35,632 | $38,730 | $51,640 |
| 4 | $31,200 | $41,496 | $43,056 | $46,800 | $62,400 |
| 5 | $36,580 | $48,651 | $50,480 | $54,870 | $73,160 |
| 6 | $41,960 | $55,807 | $57,905 | $62,940 | $83,920 |
| 7 | $47,340 | $62,962 | $65,329 | $71,010 | $94,680 |
| 8 | $52,720 | $70,118 | $72,754 | $79,080 | $105,440 |
| Add $5,380 for each person in household over 8 persons | | | | | |

**Source:** *https://www.medicaidplanningassistance.org/federal-poverty-guidelines/*

## PROCEDURE

1. When it is identified that the patient has no source for payment of services and requires medically necessary care/service, the patient must provide personal financial information upon which the determination of charity care will be made.

2. A social worker, as available, will meet with the patient to determine potential eligibility for financial assistance from other community resources.

3. The Executive Director/Administrator will review all applicable patient information, including financial declarations, physician (or other authorized licensed independent practitioner) orders, initial assessment information, and social work notes to determine acceptance for charity care.

4. All documentation utilized in the determination for acceptance for charity care will be maintained in the patient's billing record.

5. When financial declarations reveal the patient is able to make partial payment for services, the Executive Director/Administrator will determine the charity care policy fee schedule to be implemented.

6. Charity care policy fee schedule will be presented to the patient for agreement and signature.

7. After acceptance for charity care, the patient's ability to pay will be reassessed every 60–90 days.

8. The referral source will be advised of acceptance, non-acceptance, continuation, or discharge from charity care.

# EXHIBIT 5

## Letter of Intent

Bristol Hospice
embracing a reverence for life

December 27, 2023

Via Email: FSLCON@DOH.WA.GOV

Department of Health
Certificate of Need
111 Israel Road SE
Tumwater, WA 98501

RE: **Letter of Intent of Bristol Hospice - Pierce County, LLC to establish a new hospice program in Hospice Service area (Pierce County)**

To Whom it may concern:

I am the Executive Vice President of Mergers/Acquisitions of Bristol Hospice. I am authorized to submit this letter of intent on behalf of Bristol Hospice - Pierce County, LLC.

Bristol Hospice - Pierce County, LLC ("Bristol Hospice" or the "Applicant") intends to submit a certificate of need application to establish a new hospice program in Pierce County, in accordance with WAC 246-310. Bristol Hospice - Pierce County, LLC will file the application before the filing deadline of January 31,2024.

The legal name of the Applicant is Bristol Hospice - Pierce County, LLC. The Applicant's mailing address is 206 North 2100 West, STE 202, Salt Lake City, Utah 84116. The Applicant's telephone number is (801) 325-0147.

In accordance with WAC 246-310-080 and WAC 246-310-290, the following information is provided:

1. **Description of Services proposed:** Bristol Hospice will propose to establish, license and operate a new Medicare and Medicaid eligible Hospice agency.
2. **Estimated Cost:** Total $ 40,000.00
3. **Service Area:** The proposed service area will be Pierce County.

All future correspondence regarding this project and application should be directed to the undersigned, the Applicant's authorized representative, at:

206 North 2100 West, STE 202 Salt Lake City, UT 84116
Phone: (801) 325-0149
Email: troy.backus@bristolhospice.com; carolina.green@bristolhospice.com

Thank you for your attention to this matter.

Sincerely,

Troy Backus

Executive VP Mergers/Acquisitions Bristol Hospice
Applicant's Authorized Representative

# EXHIBIT 6

## DOH Hospice Numeric Need Methodology

**Department of Health**
**2023-2024 Hospice Numeric Need Methodology**
*Distributed November 6, 2023*

**WAC246-310-290(8)(a) Step 1:**

**Calculate the following two statewide predicted hospice use rates using department of health survey and vital statistics data:**

WAC 246-310-290(8)(a)(i) The percentage of patients age sixty-five and over who will use hospice services. This percentage is calculated by dividing the average number of unduplicated admissions over the last three years for patients sixty five and over by the average number of past three years statewide total deaths age sixty-five and over.

WAC246-310-290(8)(a)(ii) The percentage of patients under sixty-five who will use hospice services. This percentage is calculated by dividing the average number of unduplicated admissions over the last three years for patients under sixty-five by the average number of past three years statewide total of deaths under sixty-five.

| Hospice admissions ages 0-64 | |
|---|---|
| Year | Admissions |
| 2020 | 3,680 |
| 2021 | 3,883 |
| 2022 | 3,377 |
| average: | 3,647 |

| Deaths ages 0-64 | |
|---|---|
| Year | Deaths |
| 2020 | 16,663 |
| 2021 | 18,015 |
| 2022 | 17,201 |
| average: | 17,293 |

| Use Rates | |
|---|---|
| 0-64 | 21.09% |
| 65+ | 56.80% |

| Hospice admissions ages 65+ | |
|---|---|
| Year | Admissions |
| 2020 | 27,957 |
| 2021 | 27,885 |
| 2022 | 28,832 |
| average: | 28,225 |

| Deaths ages 65+ | |
|---|---|
| Year | Deaths |
| 2020 | 46,367 |
| 2021 | 50,717 |
| 2022 | 52,002 |
| average: | 49,695 |

Sources:
Self-Report Provider Utilization Surveys for Years 2020-2022
Vital Statistics Death Data for Years 2020-2022
Prepared by DOH Program Staff

**Department of Health**
**2023-2024 Hospice Numeric Need Methodology**
**Distributed November 6, 2023**

**WAC246-310-290(8)(b) Step 2:**
**Calculate the average number of total resident deaths over the last three years for each planning area by age cohort.**

| 0-64 | | | | |
|---|---|---|---|---|
| County | 2020 | 2021 | 2022 | 2020-2022 Average Deaths |
| Adams | 20 | 23 | 25 | **23** |
| Asotin | 56 | 43 | 45 | **48** |
| Benton | 555 | 536 | 566 | **552** |
| Chelan | 224 | 256 | 225 | **235** |
| Clallam | 195 | 185 | 179 | **186** |
| Clark | 1,043 | 1,078 | 1,002 | **1,041** |
| Columbia | 7 | 11 | 12 | **10** |
| Cowlitz | 314 | 401 | 311 | **342** |
| Douglas | 42 | 45 | 45 | **44** |
| Ferry | 19 | 21 | 22 | **21** |
| Franklin | 100 | 110 | 79 | **96** |
| Garfield | 5 | 4 | 2 | **4** |
| Grant | 186 | 208 | 190 | **195** |
| Grays Harbor | 209 | 236 | 223 | **223** |
| Island | 110 | 116 | 117 | **114** |
| Jefferson | 68 | 54 | 59 | **60** |
| King | 4,456 | 4,892 | 4,902 | **4,750** |
| Kitsap | 454 | 489 | 462 | **468** |
| Kittitas | 78 | 88 | 78 | **81** |
| Klickitat | 42 | 50 | 50 | **47** |
| Lewis | 205 | 186 | 191 | **194** |
| Lincoln | 15 | 24 | 24 | **21** |
| Mason | 143 | 168 | 152 | **154** |
| Okanogan | 88 | 92 | 106 | **95** |
| Pacific | 55 | 59 | 69 | **61** |
| Pend Oreille | 41 | 55 | 44 | **47** |
| Pierce | 2,364 | 2,574 | 2,518 | **2,485** |
| San Juan | 18 | 24 | 12 | **18** |
| Skagit | 269 | 334 | 258 | **287** |
| Skamania | 26 | 25 | 20 | **24** |
| Snohomish | 1,587 | 1,563 | 1,468 | **1,539** |
| Spokane | 1,634 | 1,842 | 1,603 | **1,693** |
| Stevens | 86 | 114 | 107 | **102** |
| Thurston | 628 | 763 | 709 | **700** |
| Wahkiakum | 10 | 7 | 9 | **9** |
| Walla Walla | 150 | 138 | 157 | **148** |
| Whatcom | 457 | 443 | 467 | **456** |
| Whitman | 51 | 59 | 65 | **58** |
| Yakima | 653 | 699 | 628 | **660** |

| 65+ | | | | |
|---|---|---|---|---|
| County | 2020 | 2021 | 2022 | 2020-2022 Average Deaths |
| Adams | 59 | 92 | 91 | **81** |
| Asotin | 186 | 188 | 227 | **200** |
| Benton | 1,522 | 1,610 | 1,739 | **1,624** |
| Chelan | 785 | 870 | 873 | **843** |
| Clallam | 777 | 906 | 935 | **873** |
| Clark | 3,205 | 3,705 | 3,709 | **3,540** |
| Columbia | 43 | 43 | 37 | **41** |
| Cowlitz | 968 | 1,100 | 989 | **1,019** |
| Douglas | 160 | 174 | 205 | **180** |
| Ferry | 58 | 63 | 60 | **60** |
| Franklin | 263 | 261 | 234 | **253** |
| Garfield | 11 | 24 | 24 | **20** |
| Grant | 455 | 523 | 533 | **504** |
| Grays Harbor | 558 | 590 | 683 | **610** |
| Island | 505 | 504 | 548 | **519** |
| Jefferson | 273 | 295 | 298 | **289** |
| King | 11,186 | 11,896 | 12,448 | **11,843** |
| Kitsap | 1,714 | 1,832 | 1,895 | **1,814** |
| Kittitas | 241 | 241 | 261 | **248** |
| Klickitat | 113 | 164 | 130 | **136** |
| Lewis | 653 | 723 | 753 | **710** |
| Lincoln | 75 | 76 | 67 | **73** |
| Mason | 408 | 461 | 414 | **428** |
| Okanogan | 277 | 324 | 341 | **314** |
| Pacific | 177 | 239 | 235 | **217** |
| Pend Oreille | 101 | 119 | 127 | **116** |
| Pierce | 5,608 | 6,264 | 6,412 | **6,095** |
| San Juan | 94 | 91 | 78 | **88** |
| Skagit | 1,068 | 1,190 | 1,215 | **1,158** |
| Skamania | 47 | 56 | 60 | **54** |
| Snohomish | 4,278 | 4,478 | 4,833 | **4,530** |
| Spokane | 4,322 | 4,810 | 4,603 | **4,578** |
| Stevens | 248 | 304 | 336 | **296** |
| Thurston | 2,007 | 2,285 | 2,419 | **2,237** |
| Wahkiakum | 18 | 25 | 24 | **22** |
| Walla Walla | 522 | 595 | 598 | **572** |
| Whatcom | 1,481 | 1,674 | 1,653 | **1,603** |
| Whitman | 226 | 278 | 233 | **246** |
| Yakima | 1,675 | 1,644 | 1,682 | **1,667** |

Sources:
Self-Report Provider Utilization Surveys for Years 2020-2022
Vital Statistics Death Data for Years 2020-2022
Prepared by DOH Program Staff

**Department of Health**
**2023-2024 Hospice Numeric Need Methodology**
**Distributed November 6, 2023**

**WAC246-310-290(8)(c) Step 3.**
**Multiply each hospice use rate determined in Step 1 by the planning areas' average total resident deaths determined in Step 2, separated by age cohort.**

| 0-64 | | |
|---|---|---|
| County | 2020-2022 Average Deaths | Projected Patients: 21.09% of Deaths |
| Adams | 23 | 5 |
| Asotin | 48 | 10 |
| Benton | 552 | 116 |
| Chelan | 235 | 50 |
| Clallam | 186 | 39 |
| Clark | 1,041 | 220 |
| Columbia | 10 | 2 |
| Cowlitz | 342 | 72 |
| Douglas | 44 | 9 |
| Ferry | 21 | 4 |
| Franklin | 96 | 20 |
| Garfield | 4 | 1 |
| Grant | 195 | 41 |
| Grays Harbor | 223 | 47 |
| Island | 114 | 24 |
| Jefferson | 60 | 13 |
| King | 4,750 | 1,002 |
| Kitsap | 468 | 99 |
| Kittitas | 81 | 17 |
| Klickitat | 47 | 10 |
| Lewis | 194 | 41 |
| Lincoln | 21 | 4 |
| Mason | 154 | 33 |
| Okanogan | 95 | 20 |
| Pacific | 61 | 13 |
| Pend Oreille | 47 | 10 |
| Pierce | 2,485 | 524 |
| San Juan | 18 | 4 |
| Skagit | 287 | 61 |
| Skamania | 24 | 5 |
| Snohomish | 1,539 | 325 |
| Spokane | 1,693 | 357 |
| Stevens | 102 | 22 |
| Thurston | 700 | 148 |
| Wahkiakum | 9 | 2 |
| Walla Walla | 148 | 31 |
| Whatcom | 456 | 96 |
| Whitman | 58 | 12 |
| Yakima | 660 | 139 |

| 65+ | | |
|---|---|---|
| County | 2020-2022 Average Deaths | Projected Patients: 56.80% of Deaths |
| Adams | 81 | 46 |
| Asotin | 200 | 114 |
| Benton | 1,624 | 922 |
| Chelan | 843 | 479 |
| Clallam | 873 | 496 |
| Clark | 3,540 | 2,010 |
| Columbia | 41 | 23 |
| Cowlitz | 1,019 | 579 |
| Douglas | 180 | 102 |
| Ferry | 60 | 34 |
| Franklin | 253 | 144 |
| Garfield | 20 | 11 |
| Grant | 504 | 286 |
| Grays Harbor | 610 | 347 |
| Island | 519 | 295 |
| Jefferson | 289 | 164 |
| King | 11,843 | 6,726 |
| Kitsap | 1,814 | 1,030 |
| Kittitas | 248 | 141 |
| Klickitat | 136 | 77 |
| Lewis | 710 | 403 |
| Lincoln | 73 | 41 |
| Mason | 428 | 243 |
| Okanogan | 314 | 178 |
| Pacific | 217 | 123 |
| Pend Oreille | 116 | 66 |
| Pierce | 6,095 | 3,461 |
| San Juan | 88 | 50 |
| Skagit | 1,158 | 658 |
| Skamania | 54 | 31 |
| Snohomish | 4,530 | 2,573 |
| Spokane | 4,578 | 2,600 |
| Stevens | 296 | 168 |
| Thurston | 2,237 | 1,271 |
| Wahkiakum | 22 | 13 |
| Walla Walla | 572 | 325 |
| Whatcom | 1,603 | 910 |
| Whitman | 246 | 140 |
| Yakima | 1,667 | 947 |

Sources:
Self-Report Provider Utilization Surveys for Years 2020-2022
Vital Statistics Death Data for Years 2020-2022
Prepared by DOH Program Staff

**Department of Health**
**2023-2024 Hospice Numeric Need Methodology**
**Distributed November 6, 2023**

**WAC246-310-290(8)(d) Step 4:**
**Using the projected patients calculated in Step 3, calculate a use rate by dividing projected patients by the three-year historical average population by county. Use this rate to determine the potential volume of hospice use by the projected population by age cohort using Office of Financial Management (OFM) data.**

| 0-64 | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| County | Projected Patients | 2020-2022 Average Population | 2023 projected population | 2024 projected population | 2025 projected population | 2023 potential volume | 2024 potential volume | 2025 potential volume |
| Adams | 5 | 18,199 | 18,565 | 18,748 | 18,931 | 5 | 5 | 5 |
| Asotin | 10 | 16,706 | 16,475 | 16,360 | 16,244 | 10 | 10 | 10 |
| Benton | 116 | 175,851 | 178,935 | 180,477 | 182,019 | 119 | 120 | 121 |
| Chelan | 50 | 62,907 | 63,062 | 63,139 | 63,217 | 50 | 50 | 50 |
| Clallam | 39 | 52,247 | 52,552 | 52,704 | 52,857 | 40 | 40 | 40 |
| Clark | 220 | 424,857 | 433,316 | 437,545 | 441,774 | 224 | 226 | 228 |
| Columbia | 2 | 2,763 | 2,664 | 2,615 | 2,566 | 2 | 2 | 2 |
| Cowlitz | 72 | 87,937 | 88,116 | 88,206 | 88,295 | 72 | 72 | 72 |
| Douglas | 9 | 35,378 | 35,624 | 35,746 | 35,869 | 9 | 9 | 9 |
| Ferry | 4 | 5,127 | 4,967 | 4,886 | 4,806 | 4 | 4 | 4 |
| Franklin | 20 | 88,772 | 91,315 | 92,587 | 93,859 | 21 | 21 | 21 |
| Garfield | 1 | 1,570 | 1,569 | 1,569 | 1,569 | 1 | 1 | 1 |
| Grant | 41 | 85,596 | 86,774 | 87,363 | 87,952 | 42 | 42 | 42 |
| Grays Harbor | 47 | 58,092 | 57,484 | 57,179 | 56,875 | 46 | 46 | 46 |
| Island | 24 | 63,840 | 64,256 | 64,464 | 64,672 | 24 | 24 | 24 |
| Jefferson | 13 | 20,269 | 20,116 | 20,040 | 19,964 | 13 | 13 | 13 |
| King | 1002 | 1,974,586 | 1,993,774 | 2,003,368 | 2,012,962 | 1011 | 1016 | 1021 |
| Kitsap | 99 | 222,587 | 222,681 | 222,729 | 222,776 | 99 | 99 | 99 |
| Kittitas | 17 | 38,539 | 39,282 | 39,653 | 40,024 | 17 | 18 | 18 |
| Klickitat | 10 | 17,217 | 16,988 | 16,874 | 16,759 | 10 | 10 | 10 |
| Lewis | 41 | 63,811 | 64,225 | 64,432 | 64,639 | 41 | 41 | 41 |
| Lincoln | 4 | 7,804 | 7,785 | 7,775 | 7,765 | 4 | 4 | 4 |
| Mason | 33 | 49,998 | 50,395 | 50,594 | 50,793 | 33 | 33 | 33 |
| Okanogan | 20 | 31,910 | 31,564 | 31,392 | 31,219 | 20 | 20 | 20 |
| Pacific | 13 | 15,523 | 15,405 | 15,346 | 15,287 | 13 | 13 | 13 |
| Pend Oreille | 10 | 9,660 | 9,543 | 9,485 | 9,427 | 10 | 10 | 10 |
| Pierce | 524 | 790,591 | 797,852 | 801,483 | 805,114 | 529 | 531 | 534 |
| San Juan | 4 | 11,682 | 11,654 | 11,640 | 11,626 | 4 | 4 | 4 |
| Skagit | 61 | 100,574 | 101,422 | 101,846 | 102,270 | 61 | 61 | 62 |
| Skamania | 5 | 9,243 | 8,998 | 8,875 | 8,752 | 5 | 5 | 5 |
| Snohomish | 325 | 712,731 | 721,470 | 725,839 | 730,209 | 329 | 331 | 333 |
| Spokane | 357 | 447,909 | 450,821 | 452,277 | 453,733 | 359 | 360 | 362 |
| Stevens | 22 | 35,790 | 35,311 | 35,071 | 34,832 | 21 | 21 | 21 |
| Thurston | 148 | 242,356 | 246,365 | 248,369 | 250,374 | 150 | 151 | 152 |
| Wahkiakum | 2 | 2,943 | 2,917 | 2,903 | 2,890 | 2 | 2 | 2 |
| Walla Walla | 31 | 50,364 | 50,376 | 50,382 | 50,388 | 31 | 31 | 31 |
| Whatcom | 96 | 185,493 | 188,095 | 189,395 | 190,696 | 97 | 98 | 99 |
| Whitman | 12 | 42,489 | 42,517 | 42,531 | 42,545 | 12 | 12 | 12 |
| Yakima | 139 | 219,628 | 220,336 | 220,690 | 221,044 | 140 | 140 | 140 |

Sources:
Self-Report Provider Utilization Surveys for Years 2020-2022
Vital Statistics Death Data for Years 2020-2022
Prepared by DOH Program Staff

**Department of Health**
**2023-2024 Hospice Numeric Need Methodology**
**Distributed November 6, 2023**

**WAC246-310-290(8)(d) Step 4:**
**Using the projected patients calculated in Step 3, calculate a use rate by dividing projected patients by the three-year historical average population by county.**
**Use this rate to determine the potential volume of hospice use by the projected population by age cohort using Office of Financial Management (OFM) data.**

| 65+ | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| County | Projected Patients | 2020-2022 Average Population | 2023 projected population | 2024 projected population | 2025 projected population | 2023 potential volume | 2024 potential volume | 2025 potential volume |
| Adams | 46 | 2,605 | 2,621 | 2,629 | 2,637 | 46 | 46 | 46 |
| Asotin | 114 | 5,673 | 6,094 | 6,305 | 6,515 | 122 | 126 | 131 |
| Benton | 922 | 33,826 | 36,349 | 37,611 | 38,872 | 991 | 1,025 | 1,060 |
| Chelan | 479 | 16,903 | 18,085 | 18,677 | 19,268 | 512 | 529 | 546 |
| Clallam | 496 | 25,369 | 25,986 | 26,295 | 26,603 | 508 | 514 | 520 |
| Clark | 2,010 | 86,493 | 94,113 | 97,923 | 101,733 | 2,187 | 2,276 | 2,365 |
| Columbia | 23 | 1,170 | 1,229 | 1,259 | 1,289 | 24 | 25 | 26 |
| Cowlitz | 579 | 23,471 | 24,649 | 25,237 | 25,826 | 608 | 622 | 637 |
| Douglas | 102 | 8,039 | 8,752 | 9,109 | 9,465 | 111 | 116 | 120 |
| Ferry | 34 | 2,058 | 2,235 | 2,323 | 2,411 | 37 | 39 | 40 |
| Franklin | 144 | 9,795 | 10,887 | 11,433 | 11,979 | 160 | 167 | 175 |
| Garfield | 11 | 711 | 700 | 695 | 690 | 11 | 11 | 11 |
| Grant | 286 | 14,729 | 15,957 | 16,571 | 17,185 | 310 | 322 | 334 |
| Grays Harbor | 347 | 17,700 | 18,621 | 19,082 | 19,542 | 365 | 374 | 383 |
| Island | 295 | 23,676 | 24,579 | 25,030 | 25,482 | 306 | 312 | 317 |
| Jefferson | 164 | 13,029 | 13,824 | 14,221 | 14,618 | 174 | 179 | 184 |
| King | 6,726 | 316,701 | 340,737 | 352,755 | 364,773 | 7,237 | 7,492 | 7,747 |
| Kitsap | 1,030 | 55,150 | 59,307 | 61,385 | 63,464 | 1,108 | 1,147 | 1,185 |
| Kittitas | 141 | 8,482 | 8,846 | 9,028 | 9,210 | 147 | 150 | 153 |
| Klickitat | 77 | 5,695 | 6,280 | 6,572 | 6,864 | 85 | 89 | 93 |
| Lewis | 403 | 18,899 | 19,608 | 19,962 | 20,316 | 418 | 426 | 433 |
| Lincoln | 41 | 3,116 | 3,223 | 3,276 | 3,330 | 43 | 43 | 44 |
| Mason | 243 | 16,436 | 17,453 | 17,962 | 18,471 | 258 | 265 | 273 |
| Okanogan | 178 | 10,353 | 11,017 | 11,348 | 11,680 | 190 | 195 | 201 |
| Pacific | 123 | 7,971 | 8,347 | 8,534 | 8,722 | 129 | 132 | 135 |
| Pend Oreille | 66 | 3,845 | 4,170 | 4,332 | 4,494 | 71 | 74 | 77 |
| Pierce | 3,461 | 139,235 | 150,840 | 156,642 | 162,444 | 3,750 | 3,894 | 4,038 |
| San Juan | 50 | 6,326 | 6,796 | 7,030 | 7,265 | 53 | 55 | 57 |
| Skagit | 658 | 30,250 | 32,005 | 32,882 | 33,759 | 696 | 715 | 734 |
| Skamania | 31 | 2,455 | 2,891 | 3,108 | 3,326 | 36 | 39 | 42 |
| Snohomish | 2,573 | 125,852 | 138,363 | 144,618 | 150,874 | 2,828 | 2,956 | 3,084 |
| Spokane | 2,600 | 96,172 | 102,744 | 106,030 | 109,316 | 2,778 | 2,867 | 2,956 |
| Stevens | 168 | 11,029 | 12,255 | 12,868 | 13,481 | 187 | 196 | 205 |
| Thurston | 1,271 | 56,276 | 59,944 | 61,778 | 63,612 | 1,353 | 1,395 | 1,436 |
| Wahkiakum | 13 | 1,512 | 1,604 | 1,651 | 1,697 | 13 | 14 | 14 |
| Walla Walla | 325 | 12,446 | 12,886 | 13,106 | 13,326 | 336 | 342 | 348 |
| Whatcom | 910 | 44,049 | 46,838 | 48,232 | 49,627 | 968 | 997 | 1,026 |
| Whitman | 140 | 5,619 | 5,860 | 5,980 | 6,101 | 146 | 149 | 151 |
| Yakima | 947 | 38,467 | 40,491 | 41,504 | 42,516 | 997 | 1,022 | 1,046 |

Sources:
Self-Report Provider Utilization Surveys for Years 2020-2022
Vital Statistics Death Data for Years 2020-2022
Prepared by DOH Program Staff

**Department of Health**
**2023-2024 Hospice Numeric Need Methodology**
**Distributed November 6, 2023**

**WAC246-310-290(8)(e) Step 5:**
**Combine the two age cohorts. Subtract the average of the most recent three years hospice capacity in each planning area from the projected volumes calculated in Step 4 to determine the number of projected admissions beyond the planning area capacity.**

| County | 2023 potential volume | 2024 potential volume | 2025 potential volume | Current Supply of Hospice Providers | 2023 Unmet Need Admissions* | 2024 Unmet Need Admissions* | 2025 Unmet Need Admissions* |
|---|---|---|---|---|---|---|---|
| **Adams** | 51 | 51 | 51 | **44.00** | 7 | 7 | 7 |
| **Asotin** | 132 | 136 | 141 | **100.33** | 32 | 36 | 40 |
| **Benton** | 1,109 | 1,145 | 1,180 | **1,057.33** | 52 | 88 | 123 |
| **Chelan** | 562 | 579 | 595 | **769.67** | (208) | (191) | (174) |
| **Clallam** | 547 | 553 | 559 | **429.67** | 118 | 124 | 130 |
| **Clark** | 2,411 | 2,502 | 2,593 | **2,909.67** | (498) | (408) | (317) |
| **Columbia** | 27 | 27 | 28 | **36.33** | (10) | (9) | (9) |
| **Cowlitz** | 680 | 695 | 709 | **813.33** | (133) | (119) | (104) |
| **Douglas** | 120 | 125 | 130 | **566.00** | (446) | (441) | (436) |
| **Ferry** | 41 | 43 | 44 | **36.00** | 5 | 7 | 8 |
| **Franklin** | 180 | 189 | 197 | **191.33** | (11) | (3) | 6 |
| **Garfield** | 12 | 12 | 12 | **9.33** | 2 | 2 | 2 |
| **Grant** | 352 | 364 | 376 | **270.33** | 81 | 93 | 106 |
| **Grays Harbor** | 411 | 420 | 429 | **352.00** | 59 | 68 | 77 |
| **Island** | 330 | 336 | 342 | **469.00** | (139) | (133) | (127) |
| **Jefferson** | 187 | 192 | 196 | **132.67** | 54 | 59 | 64 |
| **King** | 8,248 | 8,508 | 8,769 | **8,624.67** | (376) | (116) | 144 |
| **Kitsap** | 1,207 | 1,245 | 1,284 | **1,141.00** | 66 | 104 | 143 |
| **Kittitas** | 164 | 167 | 171 | **151.67** | 13 | 16 | 19 |
| **Klickitat** | 95 | 99 | 103 | **99.00** | (4) | (0) | 4 |
| **Lewis** | 459 | 467 | 475 | **453.67** | 6 | 13 | 21 |
| **Lincoln** | 47 | 48 | 49 | **21.00** | 26 | 27 | 28 |
| **Mason** | 291 | 298 | 306 | **524.67** | (234) | (226) | (219) |
| **Okanogan** | 210 | 215 | 221 | **183.00** | 27 | 32 | 38 |
| **Pacific** | 142 | 145 | 148 | **65.33** | 76 | 79 | 82 |
| **Pend Oreille** | 81 | 84 | 86 | **65.33** | 16 | 18 | 21 |
| **Pierce** | 4,279 | 4,426 | 4,572 | **4,244.33** | 35 | 181 | 328 |
| **San Juan** | 57 | 59 | 61 | **99.00** | (42) | (40) | (38) |
| **Skagit** | 757 | 776 | 795 | **791.33** | (35) | (15) | 4 |
| **Skamania** | 41 | 44 | 47 | **41.67** | (0) | 2 | 5 |
| **Snohomish** | 3,157 | 3,287 | 3,417 | **4,217.00** | (1,060) | (930) | (800) |
| **Spokane** | 3,137 | 3,227 | 3,317 | **3,195.67** | (58) | 32 | 122 |
| **Stevens** | 208 | 217 | 226 | **148.33** | 60 | 69 | 78 |
| **Thurston** | 1,503 | 1,546 | 1,589 | **1,766.33** | (263) | (220) | (178) |
| **Wahkiakum** | 15 | 16 | 16 | **14.33** | 1 | 1 | 2 |
| **Walla Walla** | 367 | 373 | 379 | **280.33** | 87 | 93 | 99 |
| **Whatcom** | 1,065 | 1,095 | 1,124 | **1,718.33** | (653) | (624) | (594) |
| **Whitman** | 158 | 161 | 164 | **112.67** | 45 | 48 | 51 |
| **Yakima** | 1,136 | 1,161 | 1,187 | **1,087.67** | 49 | 74 | 99 |

*a negative number indicates existing hospice service capacity exceeds the projected utilization based on the statewide use rate.

Sources:
Self-Report Provider Utilization Surveys for Years 2020-2022
Vital Statistics Death Data for Years 2020-2022
Prepared by DOH Program Staff

**Department of Health**
**2023-2024 Hospice Numeric Need Methodology**
**Distributed November 6, 2023**

**WAC246-310-290(8)(f) Step 6:**
**Multiply the unmet need from Step 5 by the statewide average length of stay as determined by CMS to determine unmet need patient days in the projection years.**

| | | | | Step 6 (Admits * ALOS) = Unmet Patient Days | | | |
|---|---|---|---|---|---|---|---|
| **County** | **2023 Unmet Need Admissions*** | **2024 Unmet Need Admissions*** | **2025 Unmet Need Admissions*** | **Statewide ALOS** | **2023 Unmet Need Patient Days*** | **2024 Unmet Need Patient Days*** | **2025 Unmet Need Patient Days*** |
| **Adams** | 7 | 7 | 7 | **61.11** | 426 | 437 | 449 |
| **Asotin** | 32 | 36 | 40 | **61.11** | 1,947 | 2,201 | 2,455 |
| **Benton** | 52 | 88 | 123 | **61.11** | 3,186 | 5,350 | 7,514 |
| **Chelan** | (208) | (191) | (174) | **61.11** | (12,705) | (11,678) | (10,652) |
| **Clallam** | 118 | 124 | 130 | **61.11** | 7,183 | 7,558 | 7,934 |
| **Clark** | (498) | (408) | (317) | **61.11** | (30,451) | (24,906) | (19,360) |
| **Columbia** | (10) | (9) | (9) | **61.11** | (601) | (567) | (533) |
| **Cowlitz** | (133) | (119) | (104) | **61.11** | (8,145) | (7,254) | (6,362) |
| **Douglas** | (446) | (441) | (436) | **61.11** | (27,229) | (26,950) | (26,672) |
| **Ferry** | 5 | 7 | 8 | **61.11** | 331 | 417 | 502 |
| **Franklin** | (11) | (3) | 6 | **61.11** | (668) | (162) | 345 |
| **Garfield** | 2 | 2 | 2 | **61.11** | 149 | 144 | 139 |
| **Grant** | 81 | 93 | 106 | **61.11** | 4,961 | 5,707 | 6,453 |
| **Grays Harbor** | 59 | 68 | 77 | **61.11** | 3,614 | 4,150 | 4,686 |
| **Island** | (139) | (133) | (127) | **61.11** | (8,477) | (8,129) | (7,781) |
| **Jefferson** | 54 | 59 | 64 | **61.11** | 3,294 | 3,597 | 3,899 |
| **King** | (376) | (116) | 144 | **61.11** | (22,996) | (7,100) | 8,796 |
| **Kitsap** | 66 | 104 | 143 | **61.11** | 4,004 | 6,378 | 8,752 |
| **Kittitas** | 13 | 16 | 19 | **61.11** | 765 | 959 | 1,154 |
| **Klickitat** | (4) | (0) | 4 | **61.11** | (256) | (19) | 219 |
| **Lewis** | 6 | 13 | 21 | **61.11** | 347 | 817 | 1,286 |
| **Lincoln** | 26 | 27 | 28 | **61.11** | 1,595 | 1,639 | 1,682 |
| **Mason** | (234) | (226) | (219) | **61.11** | (14,296) | (13,828) | (13,361) |
| **Okanogan** | 27 | 32 | 38 | **61.11** | 1,629 | 1,971 | 2,313 |
| **Pacific** | 76 | 79 | 82 | **61.11** | 4,674 | 4,848 | 5,023 |
| **Pend Oreille** | 16 | 18 | 21 | **61.11** | 955 | 1,121 | 1,286 |
| **Pierce** | 35 | 181 | 328 | **61.11** | 2,112 | 11,074 | 20,036 |
| **San Juan** | (42) | (40) | (38) | **61.11** | (2,550) | (2,437) | (2,325) |
| **Skagit** | (35) | (15) | 4 | **61.11** | (2,119) | (938) | 243 |
| **Skamania** | (0) | 2 | 5 | **61.11** | (29) | 134 | 297 |
| **Snohomish** | (1,060) | (930) | (800) | **61.11** | (64,778) | (56,842) | (48,905) |
| **Spokane** | (58) | 32 | 122 | **61.11** | (3,566) | 1,934 | 7,435 |
| **Stevens** | 60 | 69 | 78 | **61.11** | 3,652 | 4,214 | 4,777 |
| **Thurston** | (263) | (220) | (178) | **61.11** | (16,069) | (13,464) | (10,859) |
| **Wahkiakum** | 1 | 1 | 2 | **61.11** | 57 | 81 | 104 |
| **Walla Walla** | 87 | 93 | 99 | **61.11** | 5,323 | 5,674 | 6,025 |
| **Whatcom** | (653) | (624) | (594) | **61.11** | (39,906) | (38,104) | (36,302) |
| **Whitman** | 45 | 48 | 51 | **61.11** | 2,759 | 2,943 | 3,126 |
| **Yakima** | 49 | 74 | 99 | **61.11** | 2,968 | 4,505 | 6,041 |

*a negative number indicates existing hospice service capacity exceeds the projected utilization based on the statewide use rate.

Sources:
Self-Report Provider Utilization Surveys for Years 2020-2022
Vital Statistics Death Data for Years 2020-2022
Prepared by DOH Program Staff

**Department of Health**
**2023-2024 Hospice Numeric Need Methodology**
**Distributed November 6, 2023**

**WAC246-310-290(8)(g) Step 7:**
**Divide the unmet patient days from Step 6 by 365 to determine the unmet need ADC.**

| | | | | Step 7 (Patient Days / 365) = Unmet ADC | | |
|---|---|---|---|---|---|---|
| **County** | **2023 Unmet Need Patient Days*** | **2024 Unmet Need Patient Days*** | **2025 Unmet Need Patient Days*** | **2023 Unmet Need ADC*** | **2024 Unmet Need ADC*†** | **2025 Unmet Need ADC*** |
| **Adams** | 426 | 437 | 449 | 1 | 1 | 1 |
| **Asotin** | 1,947 | 2,201 | 2,455 | 5 | 6 | 7 |
| **Benton** | 3,186 | 5,350 | 7,514 | 9 | 15 | 21 |
| **Chelan** | (12,705) | (11,678) | (10,652) | (35) | (32) | (29) |
| **Clallam** | 7,183 | 7,558 | 7,934 | 20 | 21 | 22 |
| **Clark** | (30,451) | (24,906) | (19,360) | (83) | (68) | (53) |
| **Columbia** | (601) | (567) | (533) | (2) | (2) | (1) |
| **Cowlitz** | (8,145) | (7,254) | (6,362) | (22) | (20) | (17) |
| **Douglas** | (27,229) | (26,950) | (26,672) | (75) | (74) | (73) |
| **Ferry** | 331 | 417 | 502 | 1 | 1 | 1 |
| **Franklin** | (668) | (162) | 345 | (2) | (0) | 1 |
| **Garfield** | 149 | 144 | 139 | 0 | 0 | 0 |
| **Grant** | 4,961 | 5,707 | 6,453 | 14 | 16 | 18 |
| **Grays Harbor** | 3,614 | 4,150 | 4,686 | 10 | 11 | 13 |
| **Island** | (8,477) | (8,129) | (7,781) | (23) | (22) | (21) |
| **Jefferson** | 3,294 | 3,597 | 3,899 | 9 | 10 | 11 |
| **King** | (22,996) | (7,100) | 8,796 | (63) | (19) | 24 |
| **Kitsap** | 4,004 | 6,378 | 8,752 | 11 | 17 | 24 |
| **Kittitas** | 765 | 959 | 1,154 | 2 | 3 | 3 |
| **Klickitat** | (256) | (19) | 219 | (1) | (0) | 1 |
| **Lewis** | 347 | 817 | 1,286 | 1 | 2 | 4 |
| **Lincoln** | 1,595 | 1,639 | 1,682 | 4 | 4 | 5 |
| **Mason** | (14,296) | (13,828) | (13,361) | (39) | (38) | (37) |
| **Okanogan** | 1,629 | 1,971 | 2,313 | 4 | 5 | 6 |
| **Pacific** | 4,674 | 4,848 | 5,023 | 13 | 13 | 14 |
| **Pend Oreille** | 955 | 1,121 | 1,286 | 3 | 3 | 4 |
| **Pierce** | 2,112 | 11,074 | 20,036 | 6 | 30 | 55 |
| **San Juan** | (2,550) | (2,437) | (2,325) | (7) | (7) | (6) |
| **Skagit** | (2,119) | (938) | 243 | (6) | (3) | 1 |
| **Skamania** | (29) | 134 | 297 | (0) | 0 | 1 |
| **Snohomish** | (64,778) | (56,842) | (48,905) | (177) | (155) | (134) |
| **Spokane** | (3,566) | 1,934 | 7,435 | (10) | 5 | 20 |
| **Stevens** | 3,652 | 4,214 | 4,777 | 10 | 12 | 13 |
| **Thurston** | (16,069) | (13,464) | (10,859) | (44) | (37) | (30) |
| **Wahkiakum** | 57 | 81 | 104 | 0 | 0 | 0 |
| **Walla Walla** | 5,323 | 5,674 | 6,025 | 15 | 16 | 17 |
| **Whatcom** | (39,906) | (38,104) | (36,302) | (109) | (104) | (99) |
| **Whitman** | 2,759 | 2,943 | 3,126 | 8 | 8 | 9 |
| **Yakima** | 2,968 | 4,505 | 6,041 | 8 | 12 | 17 |

*a negative number indicates existing hospice service capacity exceeds the projected utilization based on the statewide use rate.
†unmet need for 2024 is calculated by dividing by 366 days due to it being a leap year.

Sources:
Self-Report Provider Utilization Surveys for Years 2020-2022
Vital Statistics Death Data for Years 2020-2022
Prepared by DOH Program Staff

**Department of Health**
**2023-2024 Hospice Numeric Need Methodology**
**Distributed November 6, 2023**

**WAC246-310-290(8)(h) Step 8:**
**Determine the number of hospice agencies in the planning area that could support the unmet need with an ADC of thirty-five.**

Application Year

| Step 7 (Patient Days / 365) = Unmet ADC | | | | Step 8 - Numeric Need | |
|---|---|---|---|---|---|
| County | 2023 Unmet Need ADC* | 2024 Unmet Need ADC*† | 2025 Unmet Need ADC* | Numeric Need? | Number of New Agencies Needed?** |
| Adams | 1 | 1 | 1 | FALSE | FALSE |
| Asotin | 5 | 6 | 7 | FALSE | FALSE |
| Benton | 9 | 15 | 21 | FALSE | FALSE |
| Chelan | (35) | (32) | (29) | FALSE | FALSE |
| Clallam | 20 | 21 | 22 | FALSE | FALSE |
| Clark | (83) | (68) | (53) | FALSE | FALSE |
| Columbia | (2) | (2) | (1) | FALSE | FALSE |
| Cowlitz | (22) | (20) | (17) | FALSE | FALSE |
| Douglas | (75) | (74) | (73) | FALSE | FALSE |
| Ferry | 1 | 1 | 1 | FALSE | FALSE |
| Franklin | (2) | (0) | 1 | FALSE | FALSE |
| Garfield | 0 | 0 | 0 | FALSE | FALSE |
| Grant | 14 | 16 | 18 | FALSE | FALSE |
| Grays Harbor | 10 | 11 | 13 | FALSE | FALSE |
| Island | (23) | (22) | (21) | FALSE | FALSE |
| Jefferson | 9 | 10 | 11 | FALSE | FALSE |
| King | (63) | (19) | 24 | FALSE | FALSE |
| Kitsap | 11 | 17 | 24 | FALSE | FALSE |
| Kittitas | 2 | 3 | 3 | FALSE | FALSE |
| Klickitat | (1) | (0) | 1 | FALSE | FALSE |
| Lewis | 1 | 2 | 4 | FALSE | FALSE |
| Lincoln | 4 | 4 | 5 | FALSE | FALSE |
| Mason | (39) | (38) | (37) | FALSE | FALSE |
| Okanogan | 4 | 5 | 6 | FALSE | FALSE |
| Pacific | 13 | 13 | 14 | FALSE | FALSE |
| Pend Oreille | 3 | 3 | 4 | FALSE | FALSE |
| Pierce | 6 | 30 | 55 | *TRUE* | *1* |
| San Juan | (7) | (7) | (6) | FALSE | FALSE |
| Skagit | (6) | (3) | 1 | FALSE | FALSE |
| Skamania | (0) | 0 | 1 | FALSE | FALSE |
| Snohomish | (177) | (155) | (134) | FALSE | FALSE |
| Spokane | (10) | 5 | 20 | FALSE | FALSE |
| Stevens | 10 | 12 | 13 | FALSE | FALSE |
| Thurston | (44) | (37) | (30) | FALSE | FALSE |
| Wahkiakum | 0 | 0 | 0 | FALSE | FALSE |
| Walla Walla | 15 | 16 | 17 | FALSE | FALSE |
| Whatcom | (109) | (104) | (99) | FALSE | FALSE |
| Whitman | 8 | 8 | 9 | FALSE | FALSE |
| Yakima | 8 | 12 | 17 | FALSE | FALSE |

*a negative number indicates existing hospice service capacity exceeds the projected utilization based on the statewide use

**The numeric need methodology projects need for whole hospice agencies only - not partial hospice agencies. Therefore, the results are rounded down to the nearest whole number.

†unmet need for 2024 is calculated by dividing by 366 days due to it being a leap year.

Sources:
Self-Report Provider Utilization Surveys for Years 2020-2022
Vital Statistics Death Data for Years 2020-2022
Prepared by DOH Program Staff

**Department of Health**
**2023-2024 Hospice Numeric Need Methodology**
*Methodology By County*

**COUNTY:** **Pierce** ***Select from drop down menu***

| Pierce County Only | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Population information (OFM) | | | | | | | | | | | | | |
| **Ages** | **County** | **2016** | **2017** | **2018** | **2019** | **2020** | **2021** | **2022** | **2023** | **2024** | **2025** | | **2020-2022 Avgerage** |
| **0 - 64** | Pierce | 729,937 | 738,738 | 747,538 | 756,339 | 786,960 | 790,591 | 794,221 | 797,852 | 801,483 | 805,114 | | 790,591 |
| | | | | | | | | | | | | | |
| **Ages** | **County** | **2016** | **2017** | **2018** | **2019** | **2020** | **2021** | **2022** | **2023** | **2024** | **2025** | | **2020-2022 Avgerage** |
| **65 +** | Pierce | 114,409 | 119,836 | 125,262 | 130,688 | 133,433 | 139,235 | 145,038 | 150,840 | 156,642 | 162,444 | | 139,235 |

| WAC 246-310-290(8)(a) Step 1: | | | | | | |
|---|---|---|---|---|---|---|
| | | **2020** | **2021** | **2022** | **Average** | **Use Rate** |
| **Ages 0 - 64** | **Hospice unduplicated admissions** | 3,680 | 3,883 | 3,377 | **3,647** | **21.09%** |
| | **Total deaths** | 16,663 | 18,015 | 17201 | **17,293** | |

| | | **2020** | **2021** | **2022** | **Average** | **Use Rate** |
|---|---|---|---|---|---|---|
| **Ages 65 +** | **Hospice unduplicated admissions** | 27,957 | 27,885 | 28,832 | **28,225** | **56.80%** |
| | **Total deaths** | 46,367 | 50,717 | 52,002 | **49,695** | |

**WAC 246-310-290(8)(a) Steps 2-8:**

| Ages 0-64 | Step | Result | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | |
|---|---|---|---|---|---|---|---|---|---|
| Planning area historical resident deaths (OFM) | 2 | | 2,364 | 2,574 | 2,518 | | | | **Ages 0 - 64** |
| Average deaths (2020-2022) | 2 | 2,485 | | | | | | | |
| Projected patient deaths: 21.09% | 3 | 524 | | | | | | | |
| Average population (OFM) | 4 | 790,591 | | | | | | | |
| Projected population | N/A | | 786,960 | 790,591 | 794,221 | 797,852 | 801,483 | 805,114 | **Steps 2-4** |
| Potential volume | N/A | | 522 | 524 | 527 | 529 | 531 | 534 | |

| Ages 65+ | Step | Result | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | |
|---|---|---|---|---|---|---|---|---|---|
| PA historical resident deaths (OFM) | 2 | | 5,608 | 6,264 | 6,412 | | | | **Ages 65+** |
| Average deaths (2020-2022) | 2 | 6,095 | | | | | | | |
| Projected patient deaths: 56.80% | 3 | 3,461 | | | | | | | |
| Average population (OFM) | 4 | 139,235 | | | | | | | |
| Projected population | N/A | | 133,433 | 139,235 | 145,038 | 150,840 | 156,642 | 162,444 | **Steps 2-4** |
| Potential volume | N/A | | 3,317 | 3,461 | 3,606 | 3,750 | 3,894 | 4,038 | |

| All Ages | Step | Result | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | |
|---|---|---|---|---|---|---|---|---|---|
| Combined age cohorts | 5 | | 3,839 | 3,986 | 4,132 | 4,279 | 4,426 | 4,572 | **All Ages** |
| Current capacity (DOH survey) | N/A | 4,244 | | | | | | | |
| Unmet need | 5 | | **(405)** | **(259)** | **(112)** | **35** | **181** | **328** | |
| Unmet need patient days (statewide ALOS) | 6 | 61.11 | (24,774) | (15,812) | (6,850) | 2,112 | 11,074 | 20,036 | **Steps 5-8** |
| Unmet Average Daily Census (ADC) | 7 | | (68) | (43) | (19) | 6 | 30 | 55 | |
| Agency needed (ADC > 35) | 8 | 35 | **FALSE** | **FALSE** | **FALSE** | **FALSE** | **FALSE** | **1** | |

Sources:
Self-Report Provider Utilization Surveys for Years 2020-2022
Vital Statistics Death Data for Years 2020-2022
Prepared by DOH Program Staff

**Department of Health**
**2023-2024 Hospice Numeric Need Methodology**
*Hospice Capacity Admission Calculations*

| 0-64 Total Admissions by County | | | | 65+ Total Admissions by County | | | | Actual Survey Admits Not Adjusted For Newly Approved All Agencies | | | | Actual Survey Admits Only Under Default 290(7)(b) Newly Approved Only | | | | Count of Newly Approved Agencies Only Under Default 290(7)(b) Newly Approved Only | | | | Default Adjustments Only Under Default 290(7)(b) Newly Approved Only | | | | Adjusted Admits Includes Adjustment for 290(7)(b) Agencies All Agencies | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Sum of 0-64 | | | | Sum of 65+ | | | | | | | | | | | | | | | | | | | | | | | | |
| County | 2020 | 2021 | 2022 | County | 2020 | 2021 | 2022 | County | 2020 | 2021 | 2022 | County | 2020 | 2021 | 2022 | 2020 | 2021 | 2022 | 2020 | 2021 | 2022 | County | 2020 | 2021 | 2022 | Average |
| Adams | 4 | 4 | 4 | Adams | 48 | 36 | 36 | Adams | 52 | 40 | 40 | Adams | | | | | | | - | - | - | Adams | 52.00 | 40.00 | 40.00 | **44.00** |
| Asotin | 24 | 9 | 6 | Asotin | 84 | 92 | 86 | Asotin | 108 | 101 | 92 | Asotin | | | | | | | - | - | - | Asotin | 108.00 | 101.00 | 92.00 | **100.33** |
| Benton | 132 | 107 | 137 | Benton | 973 | 830 | 993 | Benton | 1105 | 937 | 1130 | Benton | | | | | | | - | - | - | Benton | 1,105.00 | 937.00 | 1,130.00 | **1057.33** |
| Chelan | 32 | 53 | 0 | Chelan | 421 | 686 | 490 | Chelan | 453 | 739 | 490 | Chelan | 0 | 0 | 0 | 1 | 1 | 1 | 209.0 | 209.0 | 209.0 | Chelan | 662.00 | 948.00 | 699.00 | **769.67** |
| Clallam | 24 | 24 | 18 | Clallam | 283 | 271 | 251 | Clallam | 307 | 295 | 269 | Clallam | 0 | 0 | 0 | 1 | 1 | - | 209.0 | 209.0 | - | Clallam | 516.00 | 504.00 | 269.00 | **429.67** |
| Clark | 297 | 308 | 313 | Clark | 2238 | 2464 | 2709 | Clark | 2535 | 2772 | 3022 | Clark | 0 | 18 | 0 | 1 | 1 | - | 209.0 | 209.0 | - | Clark | 2,744.00 | 2,963.00 | 3,022.00 | **2909.67** |
| Columbia | 3 | 3 | 4 | Columbia | 50 | 31 | 18 | Columbia | 53 | 34 | 22 | Columbia | | | | | | | - | - | - | Columbia | 53.00 | 34.00 | 22.00 | **36.33** |
| Cowlitz | 94 | 116 | 75 | Cowlitz | 707 | 793 | 655 | Cowlitz | 801 | 909 | 730 | Cowlitz | | | | | | | - | - | - | Cowlitz | 801.00 | 909.00 | 730.00 | **813.33** |
| Douglas | 17 | 23 | 1 | Douglas | 170 | 227 | 633 | Douglas | 187 | 250 | 634 | Douglas | 0 | 0 | 0 | 1 | 1 | 1 | 209.0 | 209.0 | 209.0 | Douglas | 396.00 | 459.00 | 843.00 | **566.00** |
| Ferry | 3 | 6 | 4 | Ferry | 28 | 32 | 35 | Ferry | 31 | 38 | 39 | Ferry | | | | | | | - | - | - | Ferry | 31.00 | 38.00 | 39.00 | **36.00** |
| Franklin | 34 | 17 | 38 | Franklin | 194 | 134 | 157 | Franklin | 228 | 151 | 195 | Franklin | | | | | | | - | - | - | Franklin | 228.00 | 151.00 | 195.00 | **191.33** |
| Garfield | 3 | 0 | 1 | Garfield | 7 | 6 | 11 | Garfield | 10 | 6 | 12 | Garfield | | | | | | | - | - | - | Garfield | 10.00 | 6.00 | 12.00 | **9.33** |
| Grant | 40 | 27 | 30 | Grant | 254 | 230 | 230 | Grant | 294 | 257 | 260 | Grant | | | | | | | - | - | - | Grant | 294.00 | 257.00 | 260.00 | **270.33** |
| Grays Harbor | 27 | 2 | 40 | Grays Harbor | 186 | 8 | 203 | Grays Harbor | 213 | 10 | 243 | Grays Harbor | 0 | 6 | 31 | 1 | 1 | 1 | 209.0 | 209.0 | 209.0 | Grays Harbor | 422.00 | 213.00 | 421.00 | **352.00** |
| Island | 54 | 68 | 41 | Island | 375 | 450 | 419 | Island | 429 | 518 | 460 | Island | | | | | | | - | - | - | Island | 429.00 | 518.00 | 460.00 | **469.00** |
| Jefferson | 17 | 15 | 0 | Jefferson | 194 | 171 | 1 | Jefferson | 211 | 186 | 1 | Jefferson | | | | | | | - | - | - | Jefferson | 211.00 | 186.00 | 1.00 | **132.67** |
| King | 889 | 812 | 796 | King | 7131 | 6592 | 6252 | King | 8020 | 7404 | 7048 | King | 77 | 74 | 0 | 6 | 6 | 5 | 1,254.0 | 1,254.0 | 1,045.0 | King | 9,197.00 | 8,584.00 | 8,093.00 | **8624.67** |
| Kitsap | 96 | 389 | 57 | Kitsap | 921 | 704 | 690 | Kitsap | 1017 | 1093 | 747 | Kitsap | 0 | 61 | 0 | 1 | 1 | 1 | 209.0 | 209.0 | 209.0 | Kitsap | 1,226.00 | 1,241.00 | 956.00 | **1141.00** |
| Kittitas | 12 | 15 | 8 | Kittitas | 157 | 115 | 148 | Kittitas | 169 | 130 | 156 | Kittitas | | | | | | | - | - | - | Kittitas | 169.00 | 130.00 | 156.00 | **151.67** |
| Klickitat | 12 | 13 | 13 | Klickitat | 87 | 82 | 90 | Klickitat | 99 | 95 | 103 | Klickitat | | | | | | | - | - | - | Klickitat | 99.00 | 95.00 | 103.00 | **99.00** |
| Lewis | 47 | 38 | 52 | Lewis | 401 | 421 | 402 | Lewis | 448 | 459 | 454 | Lewis | | | | | | | - | - | - | Lewis | 448.00 | 459.00 | 454.00 | **453.67** |
| Lincoln | 6 | 5 | 1 | Lincoln | 22 | 12 | 17 | Lincoln | 28 | 17 | 18 | Lincoln | | | | | | | - | - | - | Lincoln | 28.00 | 17.00 | 18.00 | **21.00** |
| Mason | 43 | 37 | 28 | Mason | 263 | 347 | 329 | Mason | 306 | 384 | 357 | Mason | 0 | 0 | 100 | 1 | 1 | 1 | 209.0 | 209.0 | 209.0 | Mason | 515.00 | 593.00 | 466.00 | **524.67** |
| Okanogan | 31 | 19 | 20 | Okanogan | 167 | 183 | 129 | Okanogan | 198 | 202 | 149 | Okanogan | | | | | | | - | - | - | Okanogan | 198.00 | 202.00 | 149.00 | **183.00** |
| Pacific | 12 | 2 | 12 | Pacific | 69 | 2 | 99 | Pacific | 81 | 4 | 111 | Pacific | | | | | | | - | - | - | Pacific | 81.00 | 4.00 | 111.00 | **65.33** |
| Pend Oreille | 17 | 12 | 8 | Pend Oreille | 49 | 55 | 55 | Pend Oreille | 66 | 67 | 63 | Pend Oreille | | | | | | | - | - | - | Pend Oreille | 66.00 | 67.00 | 63.00 | **65.33** |
| Pierce | 425 | 322 | 325 | Pierce | 2714 | 2310 | 3127 | Pierce | 3139 | 2632 | 3452 | Pierce | 38 | 173 | 41 | 6 | 6 | 6 | 1,254.0 | 1,254.0 | 1,254.0 | Pierce | 4,355.00 | 3,713.00 | 4,665.00 | **4244.33** |
| San Juan | 8 | 5 | 9 | San Juan | 89 | 95 | 91 | San Juan | 97 | 100 | 100 | San Juan | | | | | | | - | - | - | San Juan | 97.00 | 100.00 | 100.00 | **99.00** |
| Skagit | 70 | 85 | 67 | Skagit | 607 | 750 | 795 | Skagit | 677 | 835 | 862 | Skagit | | | | | | | - | - | - | Skagit | 677.00 | 835.00 | 862.00 | **791.33** |
| Skamania | 3 | 4 | 1 | Skamania | 37 | 38 | 42 | Skamania | 40 | 42 | 43 | Skamania | | | | | | | - | - | - | Skamania | 40.00 | 42.00 | 43.00 | **41.67** |
| Snohomish | 361 | 514 | 341 | Snohomish | 2636 | 3580 | 2794 | Snohomish | 2997 | 4094 | 3135 | Snohomish | 174 | 118 | 0 | 6 | 5 | 2 | 1,254.0 | 1,045.0 | 418.0 | Snohomish | 4,077.00 | 5,021.00 | 3,553.00 | **4217.00** |
| Spokane | 362 | 368 | 388 | Spokane | 2648 | 2690 | 2504 | Spokane | 3010 | 3058 | 2892 | Spokane | 0 | 0 | 0 | 1 | 1 | 1 | 209.0 | 209.0 | 209.0 | Spokane | 3,219.00 | 3,267.00 | 3,101.00 | **3195.67** |
| Stevens | 21 | 31 | 16 | Stevens | 128 | 111 | 138 | Stevens | 149 | 142 | 154 | Stevens | | | | | | | - | - | - | Stevens | 149.00 | 142.00 | 154.00 | **148.33** |
| Thurston | 129 | 107 | 102 | Thurston | 1070 | 923 | 1137 | Thurston | 1199 | 1030 | 1239 | Thurston | 31 | 19 | 0 | 4 | 3 | 2 | 836.0 | 627.0 | 418.0 | Thurston | 2,004.00 | 1,638.00 | 1,657.00 | **1766.33** |
| Wahkiakum | 3 | 3 | 1 | Wahkiakum | 11 | 17 | 8 | Wahkiakum | 14 | 20 | 9 | Wahkiakum | | | | | | | - | - | - | Wahkiakum | 14.00 | 20.00 | 9.00 | **14.33** |
| Walla Walla | 41 | 31 | 28 | Walla Walla | 242 | 243 | 256 | Walla Walla | 283 | 274 | 284 | Walla Walla | | | | | | | - | - | - | Walla Walla | 283.00 | 274.00 | 284.00 | **280.33** |
| Whatcom | 80 | 113 | 276 | Whatcom | 978 | 1054 | 2118 | Whatcom | 1058 | 1167 | 2394 | Whatcom | 0 | 26 | 65 | 1 | 1 | 1 | 209.0 | 209.0 | 209.0 | Whatcom | 1,267.00 | 1,350.00 | 2,538.00 | **1718.33** |
| Whitman | 12 | 15 | 0 | Whitman | 128 | 175 | 8 | Whitman | 140 | 190 | 8 | Whitman | | | | | | | - | - | - | Whitman | 140.00 | 190.00 | 8.00 | **112.67** |
| Yakima | 195 | 161 | 116 | Yakima | 1190 | 925 | 676 | Yakima | 1385 | 1086 | 792 | Yakima | | | | | | | - | - | - | Yakima | 1,385.00 | 1,086.00 | 792.00 | **1087.67** |

35 ADC * 365 days per year = 12,775 default patient days
12,775 patient days/61.11 ALOS = 209.0 default admissions
209.0 Default
For affected counties, the actual volumes from these recently approved agnecies will be subtracted, and default values will be added.

blue = proxy for new agencies issued a CN in 2022, since no 2022 for historical

Sources:
Self-Report Provider Utilization Surveys for Years 2020-2022
Vital Statistics Death Data for Years 2020-2022
Prepared by DOH Program Staff

**Department of Health**
**2023-2024 Hospice Numeric Need Methodology**
*Survey Data*

| Agency Name | License Number | County | Year | 0-64 | 65+ |
|---|---|---|---|---|---|
| Washington HomeCare and Hospice of Central Basin, LLC | IHS.FS.60092413 | Adams | 2022 | 4 | 36 |
| Washington HomeCare and Hospice of Central Basin, LLC d/b/a Assured Hospice | IHS.FS.60092413 | Adams | 2020 | 4 | 48 |
| Washington HomeCare and Hospice of Central Basin, LLC d/b/a Assured Hospice | IHS.FS.60092413 | Adams | 2021 | 4 | 36 |
| Alpowa Healthcare Inc dba Elite Home Health and Hospice | IHS.FS.60384078 | Asotin | 2022 | 6 | 86 |
| Alpowa Healthcare, Inc. d/b/a Elite Home Health & Hospice | IHS.FS.60384078 | Asotin | 2020 | 24 | 84 |
| Alpowa Healthcare, Inc. d/b/a Elite Home Health & Hospice | IHS.FS.60384078 | Asotin | 2021 | 9 | 92 |
| Chaplaincy Health Care | IHS.FS.00000456 | Benton | 2020 | 118 | 821 |
| Heartlinks | IHS.FS.00000369 | Benton | 2020 | 14 | 152 |
| Heartlinks | IHS.FS.00000369 | Benton | 2021 | 17 | 205 |
| Heartlinks | IHS.FS.00000369 | Benton | 2022 | 14 | 198 |
| Tri Cities Chaplaincy | IHS.FS.00000456 | Benton | 2021 | 90 | 625 |
| Tri Cities Chaplaincy | IHS.FS.00000456 | Benton | 2022 | 123 | 795 |
| Central Washington Home Care Service | IHS.FS.00000250 | Chelan | 2020 | 32 | 421 |
| Central Washington Home Care Services | IHS.FS.00000250 | Chelan | 2021 | 53 | 686 |
| Central Washington Home Care Services | IHS.FS.00000250 | Chelan | 2022 | 0 | 490 |
| Enhabit Hospice | IHS.FS.61165576 | Chelan | 2021 | 0 | 0 |
| Northwest Healthcare Alliance, Inc | IHS.FS.00000229 | Clallam | 2022 | 18 | 251 |
| Northwest Healthcare Alliance, Inc. d/b/a Assured Home Health & Hospice | IHS.FS.00000229 | Clallam | 2020 | 24 | 283 |
| Northwest Healthcare Alliance, Inc. d/b/a Assured Home Health & Hospice | IHS.FS.00000229 | Clallam | 2021 | 24 | 271 |
| Olympic Medical Hospice | IHS.FS.00000393 | Clallam | 2020 | 0 | 0 |
| Olympic Medical Hospice | IHS.FS.00000393 | Clallam | 2021 | 0 | 0 |
| Community Health & Hospice | IHS.FS.60547198 | Clark | 2022 | 46 | 329 |
| Community Home Health & Hospice | IHS.FS.00000262 | Clark | 2022 | 46 | 329 |
| Community Home Health/Hospice | IHS.FS.60547198 | Clark | 2020 | 61 | 430 |
| Community Home Health/Hospice | IHS.FS.60547198 | Clark | 2021 | 57 | 425 |
| HEART OF HOSPICE | IHS.FS.60741443 | Clark | 2020 | 0 | 3 |
| HEART OF HOSPICE | IHS.FS.60741443 | Clark | 2021 | 0 | 0 |
| Kaiser Permanente | IHS.FS.00000353 | Clark | 2021 | 37 | 408 |
| Kaiser Permanente Continuing Care Services | IHS.FS.00000353 | Clark | 2020 | 42 | 433 |
| Kaiser Permanente Continuing Care Services | IHS.FS.00000353 | Clark | 2022 | 27 | 271 |
| PeaceHealth Hospice Southwest | IHS.FS.60331226 | Clark | 2020 | 194 | 1372 |
| PeaceHealth Hospice Southwest | IHS.FS.60331226 | Clark | 2022 | 167 | 1524 |
| PeaceHealth Southwest Hospice | IHS.FS.60331226 | Clark | 2021 | 213 | 1614 |
| Providence Hospice | IHS.FS.60201476 | Clark | 2020 | 0 | 0 |
| Providence Hospice | IHS.FS.60201476 | Clark | 2021 | 1 | 17 |
| Providence Hospice | IHS.FS.60201476 | Clark | 2022 | 27 | 256 |
| Walla Walla Community Hospice | IHS.FS.60480441 | Columbia | 2020 | 3 | 50 |
| Walla Walla Community Hospice | IHS.FS.60480441 | Columbia | 2021 | 3 | 31 |
| Walla Walla Community Hospice | IHS.FS.60480441 | Columbia | 2022 | 4 | 18 |
| Community Home Health & Hospice | IHS.FS.00000262 | Cowlitz | 2022 | 42 | 411 |
| Community Home Health/Hospice | IHS.FS.00000262 | Cowlitz | 2020 | 78 | 616 |
| Community Home Health/Hospice | IHS.FS.00000262 | Cowlitz | 2021 | 73 | 558 |
| Kaiser Permanente | IHS.FS.00000353 | Cowlitz | 2021 | 4 | 7 |
| Kaiser Permanente Continuing Care Services | IHS.FS.00000353 | Cowlitz | 2022 | 2 | 17 |
| PeaceHealth Hospice Southwest | IHS.FS.60331226 | Cowlitz | 2020 | 16 | 91 |
| PeaceHealth Hospice Southwest | IHS.FS.60331226 | Cowlitz | 2022 | 31 | 227 |
| PeaceHealth Southwest Hospice | IHS.FS.60331226 | Cowlitz | 2021 | 39 | 228 |
| Central Washington Home Care Service | IHS.FS.00000250 | Douglas | 2020 | 13 | 159 |
| Central Washington Home Care Services | IHS.FS.00000250 | Douglas | 2021 | 19 | 209 |
| Central Washington Home Care Services | IHS.FS.00000250 | Douglas | 2022 | 0 | 630 |
| Enhabit Hospice | IHS.FS.61165576 | Douglas | 2021 | 4 | 18 |
| Enhabit Hospice | IHS.FS.61165576 | Douglas | 2022 | 1 | 3 |
| Frontier Home Health & Hospice | IHS.FS.60379608 | Douglas | 2020 | 4 | 11 |
| Enhabit Hospice | IHS.FS.61165576 | Ferry | 2021 | 0 | 0 |
| Hospice of Spokane | IHS.FS.00000337 | Ferry | 2020 | 3 | 28 |
| Hospice of Spokane | IHS.FS.00000337 | Ferry | 2021 | 6 | 32 |
| Hospice of Spokane | IHS.FS.00000337 | Ferry | 2022 | 4 | 35 |
| Chaplaincy Health Care | IHS.FS.00000456 | Franklin | 2020 | 30 | 192 |
| Heartlinks | IHS.FS.00000369 | Franklin | 2020 | 4 | 2 |
| Heartlinks | IHS.FS.00000369 | Franklin | 2021 | 1 | 9 |
| Heartlinks | IHS.FS.00000369 | Franklin | 2022 | 0 | 6 |
| Tri Cities Chaplaincy | IHS.FS.00000456 | Franklin | 2021 | 16 | 125 |
| Tri Cities Chaplaincy | IHS.FS.00000456 | Franklin | 2022 | 38 | 151 |
| Alpowa Healthcare Inc dba Elite Home Health and Hospice | IHS.FS.60384078 | Garfield | 2022 | 1 | 11 |
| Alpowa Healthcare, Inc. d/b/a Elite Home Health & Hospice | IHS.FS.60384078 | Garfield | 2020 | 3 | 7 |
| Alpowa Healthcare, Inc. d/b/a Elite Home Health & Hospice | IHS.FS.60384078 | Garfield | 2021 | 0 | 6 |
| Enhabit Hospice | IHS.FS.61165576 | Grant | 2021 | 2 | 5 |
| Enhabit Hospice | IHS.FS.61165576 | Grant | 2022 | 1 | 10 |
| Frontier Home Health & Hospice | IHS.FS.60379608 | Grant | 2020 | 0 | 3 |
| Washington HomeCare and Hospice of Central Basin, LLC | IHS.FS.60092413 | Grant | 2022 | 29 | 220 |
| Washington HomeCare and Hospice of Central Basin, LLC d/b/a Assured Hospice | IHS.FS.60092413 | Grant | 2020 | 40 | 251 |

Sources:
Self-Report Provider Utilization Surveys for Years 2020-2022
Vital Statistics Death Data for Years 2020-2022
Prepared by DOH Program Staff

**Department of Health**
**2023-2024 Hospice Numeric Need Methodology**
*Survey Data*

| Agency Name | License Number | County | Year | 0-64 | 65+ |
|---|---|---|---|---|---|
| Washington HomeCare and Hospice of Central Basin, LLC d/b/a Assured Hospice | IHS.FS.60092413 | Grant | 2021 | 25 | 225 |
| Harbors Home Health & Hospice | IHS.FS.00000306 | Grays Harbor | 2021 | 2 | 2 |
| Harbors Home Health & Hospice | IHS.FS.00000306 | Grays Harbor | 2022 | 40 | 172 |
| Harbors Home Health and Hospice | IHS.FS.00000306 | Grays Harbor | 2020 | 27 | 186 |
| Puget Sound Hospice | IHS.FS.61032138 | Grays Harbor | 2021 | 0 | 6 |
| Puget Sound Hospice | IHS.FS.61032138 | Grays Harbor | 2022 | 0 | 31 |
| EvergreenHealth | IHS.FS.00000278 | Island | 2020 | 0 | 6 |
| EvergreenHealth | IHS.FS.00000278 | Island | 2021 | 0 | 4 |
| EvergreenHealth | IHS.FS.00000278 | Island | 2022 | 0 | 4 |
| Providence Hospice & Homecare of Snohomish County | IHS.FS.00000418 | Island | 2022 | 3 | 29 |
| Providence Hospice and Home Care of Snohomish County | IHS.FS.00000418 | Island | 2020 | 5 | 36 |
| Providence Hospice Snohomish | IHS.FS.00000418 | Island | 2021 | 7 | 36 |
| Skagit Hospice Services dba Hospice of the Northwest | IHS.FS.00000437 | Island | 2020 | 20 | 81 |
| Skagit Hospice Services dba Hospice of the Northwest | IHS.FS.00000437 | Island | 2021 | 22 | 111 |
| Skagit Hospice Services dba Hospice of the Northwest | IHS.FS.00000437 | Island | 2022 | 16 | 132 |
| WhidbeyHealth Hospice | IHS.FS.00000323 | Island | 2020 | 29 | 252 |
| WhidbeyHealth Hospice | IHS.FS.00000323 | Island | 2021 | 39 | 299 |
| WhidbeyHealth Hospice | IHS.FS.00000323 | Island | 2022 | 22 | 254 |
| Hospice of Jefferson County | IHS.FS.00000349 | Jefferson | 2020 | 17 | 178 |
| Hospice of Jefferson County | IHS.FS.00000349 | Jefferson | 2021 | 14 | 162 |
| Northwest Healthcare Alliance, Inc | IHS.FS.00000229 | Jefferson | 2022 | 0 | 1 |
| Northwest Healthcare Alliance, Inc. d/b/a Assured Home Health & Hospice | IHS.FS.00000229 | Jefferson | 2020 | 0 | 16 |
| Northwest Healthcare Alliance, Inc. d/b/a Assured Home Health & Hospice | IHS.FS.00000229 | Jefferson | 2021 | 1 | 9 |
| Caroline Kline Galland | IHS.FS.60103742 | King | 2022 | 39 | 472 |
| Continuum Care of King LLC | IHS.FS.61058934 | King | 2020 | 0 | 0 |
| Continuum Care of King LLC | IHS.FS.61058934 | King | 2021 | 0 | 0 |
| Continuum Care of Snohomish | IHS.FS.61010090 | King | 2020 | 2 | 40 |
| Continuum Care of Snohomish | IHS.FS.61010090 | King | 2022 | 17 | 452 |
| Continuum Care of Snohomish, LLC | IHS.FS.61010090 | King | 2021 | 9 | 309 |
| Envision Hospice of Washington LLC | IHS.FS.60952486 | King | 2020 | 1 | 76 |
| Envision Hospice of Washington, LLC | IHS.FS.60952486 | King | 2021 | 1 | 73 |
| Envision Hospice of Washington, LLC | IHS.FS.60952486 | King | 2022 | 3 | 69 |
| EvergreenHealth | IHS.FS.00000278 | King | 2020 | 316 | 2451 |
| EvergreenHealth | IHS.FS.00000278 | King | 2021 | 259 | 2082 |
| EvergreenHealth | IHS.FS.00000278 | King | 2022 | 320 | 2379 |
| Franciscan Hospice and Palliative Care | IHS.FS.00000287 | King | 2021 | 31 | 387 |
| Franciscan Hospice and Palliative Care | IHS.FS.00000287 | King | 2022 | 30 | 405 |
| Kaiser Permanente Home Health & Hospice | IHS.FS.00000305 | King | 2020 | 49 | 446 |
| Kaiser Permanente Home Health & Hospice | IHS.FS.00000305 | King | 2021 | 42 | 281 |
| Kindred Hospice | IHS.FS.60330209 | King | 2020 | 9 | 200 |
| Kline Galland Hospice | IHS.FS.60103742 | King | 2020 | 83 | 896 |
| Kline Galland Hospice | IHS.FS.60103742 | King | 2021 | 42 | 410 |
| Multicare Home Health, Hospice | IHS.FS.60639376 | King | 2020 | 36 | 137 |
| Multicare Hospice | IHS.FS.60639376 | King | 2021 | 21 | 141 |
| Multicare Hospice | IHS.FS.60639376 | King | 2022 | 23 | 100 |
| Odyssey HealthCare Operating B, LP | IHS.FS.60330209 | King | 2021 | 1 | 116 |
| Odyssey HealthCare Operating B, LP | IHS.FS.60330209 | King | 2022 | 1 | 67 |
| Providence Hospice of Seattle | IHS.FS.00000336 | King | 2020 | 338 | 2059 |
| Providence Hospice of Seattle | IHS.FS.00000336 | King | 2021 | 402 | 2664 |
| Providence Hospice of Seattle | IHS.FS.00000336 | King | 2022 | 361 | 2215 |
| Virginia Mason Franciscan Hospice & Palliative Care | IHS.FS.00000287 | King | 2020 | 52 | 716 |
| Wesley Homes Hospice, LLC | IHS.FS.60276500 | King | 2020 | 3 | 110 |
| Wesley Homes Hospice, LLC | IHS.FS.60276500 | King | 2021 | 4 | 129 |
| Wesley Homes Hospice, LLC | IHS.FS.60276500 | King | 2022 | 2 | 93 |
| Y.B.G. Healthcare LLC DBA Heart and Soul Hospice | IHS.FS.61379202 | King | 2022 | 0 | 0 |
| Envision Hospice of Washington LLC | IHS.FS.60952486 | Kitsap | 2020 | 0 | 0 |
| Envision Hospice of Washington, LLC | IHS.FS.60952486 | Kitsap | 2021 | 6 | 55 |
| Envision Hospice of Washington, LLC | IHS.FS.60952486 | Kitsap | 2022 | 3 | 117 |
| Franciscan Hospice and Palliative Care | IHS.FS.00000287 | Kitsap | 2021 | 356 | 371 |
| Franciscan Hospice and Palliative Care | IHS.FS.00000287 | Kitsap | 2022 | 30 | 405 |
| Kaiser Permanente Home Health & Hospice | IHS.FS.00000305 | Kitsap | 2020 | 13 | 114 |
| Kaiser Permanente Home Health & Hospice | IHS.FS.00000305 | Kitsap | 2021 | 11 | 138 |
| Multicare Home Health, Hospice | IHS.FS.60639376 | Kitsap | 2020 | 12 | 126 |
| Multicare Hospice | IHS.FS.60639376 | Kitsap | 2021 | 16 | 140 |
| Multicare Hospice | IHS.FS.60639376 | Kitsap | 2022 | 24 | 168 |
| Virginia Mason Franciscan Hospice & Palliative Care | IHS.FS.00000287 | Kitsap | 2020 | 71 | 681 |
| Kittitas Valley Healthcare Hospice | IHS.FS.00000320 | Kittitas | 2021 | 15 | 115 |
| Kittitas Valley Home Health and Hospice | IHS.FS.00000320 | Kittitas | 2020 | 12 | 157 |
| Kittitas Valley Home Health and Hospice | IHS.FS.00000320 | Kittitas | 2022 | 8 | 148 |
| HEART OF HOSPICE | IHS.FS.60741443 | Klickitat | 2020 | 2 | 21 |
| HEART OF HOSPICE | IHS.FS.60741443 | Klickitat | 2021 | 3 | 20 |
| Inspiring Hospice Partners of Oregon, LLC | IHS.FS.60741443 | Klickitat | 2022 | 5 | 20 |

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**Department of Health**
**2023-2024 Hospice Numeric Need Methodology**
*Survey Data*

| Agency Name | License Number | County | Year | 0-64 | 65+ |
|---|---|---|---|---|---|
| Klickitat Valley Health - Hospice | IHS.FS.00000361 | Klickitat | 2021 | 3 | 28 |
| Klickitat Valley Health Home Health & Hospice | IHS.FS.00000361 | Klickitat | 2020 | 4 | 38 |
| Klickitat Valley Health Home Health & Hospice | IHS.FS.00000361 | Klickitat | 2022 | 5 | 44 |
| Providence Hospice | IHS.FS.60201476 | Klickitat | 2020 | 6 | 28 |
| Providence Hospice | IHS.FS.60201476 | Klickitat | 2021 | 7 | 34 |
| Providence Hospice | IHS.FS.60201476 | Klickitat | 2022 | 3 | 26 |
| Northwest Healthcare Alliance, Inc | IHS.FS.00000229 | Lewis | 2022 | 21 | 247 |
| Northwest Healthcare Alliance, Inc. d/b/a Assured Home Health & Hospice | IHS.FS.00000229 | Lewis | 2020 | 15 | 226 |
| Northwest Healthcare Alliance, Inc. d/b/a Assured Home Health & Hospice | IHS.FS.00000229 | Lewis | 2021 | 19 | 221 |
| Providence Sound HomeCare and Hospice | IHS.FS.00000420 | Lewis | 2020 | 32 | 175 |
| Providence Sound HomeCare and Hospice | IHS.FS.00000420 | Lewis | 2021 | 19 | 200 |
| Providence Sound HomeCare and Hospice | IHS.FS.00000420 | Lewis | 2022 | 31 | 155 |
| Enhabit Hospice | IHS.FS.61165576 | Lincoln | 2021 | 0 | 0 |
| Hospice of Spokane | IHS.FS.00000337 | Lincoln | 2020 | 1 | 1 |
| Hospice of Spokane | IHS.FS.00000337 | Lincoln | 2021 | 1 | 2 |
| Hospice of Spokane | IHS.FS.00000337 | Lincoln | 2022 | 0 | 1 |
| Washington HomeCare and Hospice of Central Basin, LLC | IHS.FS.60092413 | Lincoln | 2022 | 1 | 16 |
| Washington HomeCare and Hospice of Central Basin, LLC d/b/a Assured Hospice | IHS.FS.60092413 | Lincoln | 2020 | 5 | 21 |
| Washington HomeCare and Hospice of Central Basin, LLC d/b/a Assured Hospice | IHS.FS.60092413 | Lincoln | 2021 | 4 | 10 |
| Northwest Healthcare Alliance, Inc | IHS.FS.00000229 | Mason | 2022 | 5 | 53 |
| Northwest Healthcare Alliance, Inc. d/b/a Assured Home Health & Hospice | IHS.FS.00000229 | Mason | 2020 | 8 | 70 |
| Northwest Healthcare Alliance, Inc. d/b/a Assured Home Health & Hospice | IHS.FS.00000229 | Mason | 2021 | 12 | 47 |
| Providence Sound HomeCare and Hospice | IHS.FS.00000420 | Mason | 2020 | 35 | 193 |
| Providence Sound HomeCare and Hospice | IHS.FS.00000420 | Mason | 2021 | 25 | 300 |
| Providence Sound HomeCare and Hospice | IHS.FS.00000420 | Mason | 2022 | 23 | 176 |
| Puget Sound Hospice | IHS.FS.61032138 | Mason | 2021 | 0 | 0 |
| Puget Sound Hospice | IHS.FS.61032138 | Mason | 2022 | 0 | 100 |
| Enhabit Hospice | IHS.FS.61165576 | Okanogan | 2021 | 19 | 183 |
| Enhabit Hospice | IHS.FS.61165576 | Okanogan | 2022 | 20 | 129 |
| Frontier Home Health & Hospice | IHS.FS.60379608 | Okanogan | 2020 | 30 | 167 |
| Hospice of Spokane | IHS.FS.00000337 | Okanogan | 2020 | 1 | 0 |
| Community Home Health/Hospice | IHS.FS.00000262 | Pacific | 2020 | 1 | 3 |
| Harbors Home Health & Hospice | IHS.FS.00000306 | Pacific | 2021 | 2 | 2 |
| Harbors Home Health & Hospice | IHS.FS.00000306 | Pacific | 2022 | 12 | 99 |
| Harbors Home Health and Hospice | IHS.FS.00000306 | Pacific | 2020 | 11 | 66 |
| Hospice of Spokane | IHS.FS.00000337 | Pend Oreille | 2022 | 8 | 55 |
| Hospice of Spokane | IHS.FS.00000337 | Pend Oreille | 2020 | 17 | 49 |
| Hospice of Spokane | IHS.FS.00000337 | Pend Oreille | 2021 | 12 | 55 |
| Continuum Care of Snohomish | IHS.FS.61010090 | Pierce | 2022 | 0 | 0 |
| Envision Hospice of Washington LLC | IHS.FS.60952486 | Pierce | 2020 | 1 | 20 |
| Envision Hospice of Washington, LLC | IHS.FS.60952486 | Pierce | 2021 | 8 | 113 |
| Envision Hospice of Washington, LLC | IHS.FS.60952486 | Pierce | 2022 | 1 | 84 |
| Franciscan Hospice and Palliative Care | IHS.FS.00000287 | Pierce | 2021 | 141 | 1081 |
| Franciscan Hospice and Palliative Care | IHS.FS.00000287 | Pierce | 2022 | 136 | 2118 |
| Kaiser Permanente Home Health & Hospice | IHS.FS.00000305 | Pierce | 2020 | 30 | 181 |
| Kaiser Permanente Home Health & Hospice | IHS.FS.00000305 | Pierce | 2021 | 21 | 156 |
| Multicare Home Health, Hospice | IHS.FS.60639376 | Pierce | 2020 | 161 | 866 |
| Multicare Hospice | IHS.FS.60639376 | Pierce | 2021 | 145 | 914 |
| Multicare Hospice | IHS.FS.60639376 | Pierce | 2022 | 156 | 818 |
| Northwest Healthcare Alliance, Inc. d/b/a Assured Home Health & Hospice | IHS.FS.00000229 | Pierce | 2020 | 0 | 1 |
| Northwest Healthcare Alliance, Inc. d/b/a Assured Home Health & Hospice | IHS.FS.00000229 | Pierce | 2021 | 0 | 1 |
| Providence Hospice of Seattle | IHS.FS.00000336 | Pierce | 2021 | 1 | 1 |
| Providence Hospice of Seattle | IHS.FS.00000336 | Pierce | 2022 | 31 | 67 |
| Puget Sound Hospice | IHS.FS.61032138 | Pierce | 2021 | 0 | 0 |
| Virginia Mason Franciscan Hospice & Palliative Care | IHS.FS.00000287 | Pierce | 2020 | 232 | 1630 |
| Wesley Homes Hospice, LLC | IHS.FS.60276500 | Pierce | 2020 | 1 | 16 |
| Wesley Homes Hospice, LLC | IHS.FS.60276500 | Pierce | 2021 | 6 | 44 |
| Wesley Homes Hospice, LLC | IHS.FS.60276500 | Pierce | 2022 | 1 | 40 |
| Skagit Hospice Services dba Hospice of the Northwest | IHS.FS.00000437 | San Juan | 2020 | 8 | 89 |
| Skagit Hospice Services dba Hospice of the Northwest | IHS.FS.00000437 | San Juan | 2021 | 5 | 95 |
| Skagit Hospice Services dba Hospice of the Northwest | IHS.FS.00000437 | San Juan | 2022 | 9 | 91 |
| Eden Hospice at Whatcom County | IHS.FS.61117985 | Skagit | 2021 | 0 | 1 |
| Eden Hospice at Whatcom County, LLC | IHS.FS.61117985 | Skagit | 2022 | 1 | 42 |
| Skagit Hospice Services dba Hospice of the Northwest | IHS.FS.00000437 | Skagit | 2020 | 70 | 607 |
| Skagit Hospice Services dba Hospice of the Northwest | IHS.FS.00000437 | Skagit | 2021 | 85 | 749 |
| Skagit Hospice Services dba Hospice of the Northwest | IHS.FS.00000437 | Skagit | 2022 | 66 | 753 |
| HEART OF HOSPICE | IHS.FS.60741443 | Skamania | 2020 | 2 | 18 |
| HEART OF HOSPICE | IHS.FS.60741443 | Skamania | 2021 | 2 | 22 |
| Inspiring Hospice Partners of Oregon, LLC | IHS.FS.60741443 | Skamania | 2022 | 0 | 21 |
| PeaceHealth Hospice Southwest | IHS.FS.60331226 | Skamania | 2020 | 0 | 3 |
| PeaceHealth Hospice Southwest | IHS.FS.60331226 | Skamania | 2022 | 0 | 3 |
| PeaceHealth Southwest Hospice | IHS.FS.60331226 | Skamania | 2021 | 0 | 1 |

Sources:
Self-Report Provider Utilization Surveys for Years 2020-2022
Vital Statistics Death Data for Years 2020-2022
Prepared by DOH Program Staff

**Department of Health**
**2023-2024 Hospice Numeric Need Methodology**
*Survey Data*

| Agency Name | License Number | County | Year | 0-64 | 65+ |
|---|---|---|---|---|---|
| Providence Hospice | IHS.FS.60201476 | Skamania | 2020 | 1 | 16 |
| Providence Hospice | IHS.FS.60201476 | Skamania | 2021 | 2 | 15 |
| Providence Hospice | IHS.FS.60201476 | Skamania | 2022 | 1 | 18 |
| Alpha Hospice | IHS.FS.61032013 | Snohomish | 2020 | 1 | 30 |
| Alpha Hospice | IHS.FS.61032013 | Snohomish | 2021 | 6 | 111 |
| Alpha Hospice | IHS.FS.61032013 | Snohomish | 2022 | 7 | 162 |
| Continuum Care of Snohomish | IHS.FS.61010090 | Snohomish | 2020 | 12 | 131 |
| Continuum Care of Snohomish | IHS.FS.61010090 | Snohomish | 2022 | 30 | 406 |
| Continuum Care of Snohomish, LLC | IHS.FS.61010090 | Snohomish | 2021 | 36 | 306 |
| Envision Hospice of Washington LLC | IHS.FS.60952486 | Snohomish | 2020 | 0 | 0 |
| Envision Hospice of Washington LLC | IHS.FS.60952486 | Snohomish | 2021 | 0 | 1 |
| EvergreenHealth | IHS.FS.00000278 | Snohomish | 2020 | 70 | 672 |
| EvergreenHealth | IHS.FS.00000278 | Snohomish | 2021 | 67 | 627 |
| EvergreenHealth | IHS.FS.00000278 | Snohomish | 2022 | 68 | 642 |
| HEART OF HOSPICE | IHS.FS.60741443 | Snohomish | 2020 | 0 | 0 |
| HEART OF HOSPICE | IHS.FS.60741443 | Snohomish | 2021 | 0 | 0 |
| Inspiring Hospice Partners of Oregon, LLC | IHS.FS.60741443 | Snohomish | 2022 | 1 | 42 |
| Kaiser Permanente Home Health & Hospice | IHS.FS.00000305 | Snohomish | 2020 | 3 | 84 |
| Kaiser Permanente Home Health & Hospice | IHS.FS.00000305 | Snohomish | 2021 | 5 | 63 |
| Providence Hospice & Homecare of Snohomish County | IHS.FS.00000418 | Snohomish | 2022 | 220 | 1396 |
| Providence Hospice and Home Care of Snohomish County | IHS.FS.00000418 | Snohomish | 2020 | 267 | 1645 |
| Providence Hospice of Seattle | IHS.FS.00000336 | Snohomish | 2020 | 0 | 0 |
| Providence Hospice Snohomish | IHS.FS.00000418 | Snohomish | 2021 | 387 | 2378 |
| Skagit Hospice Services dba Hospice of the Northwest | IHS.FS.00000437 | Snohomish | 2020 | 8 | 74 |
| Skagit Hospice Services dba Hospice of the Northwest | IHS.FS.00000437 | Snohomish | 2021 | 13 | 94 |
| Skagit Hospice Services dba Hospice of the Northwest | IHS.FS.00000437 | Snohomish | 2022 | 15 | 146 |
| Gentiva Hospice | IHS.FS.60308060 | Spokane | 2022 | 106 | 198 |
| Horizon Hospice | IHS.FS.00000332 | Spokane | 2021 | 36 | 520 |
| Horizon Hospice & Palliative Care | IHS.FS.00000332 | Spokane | 2020 | 28 | 456 |
| Horizon Hospice & Palliative Care | IHS.FS.00000332 | Spokane | 2022 | 46 | 633 |
| Hospice of Spokane | IHS.FS.00000337 | Spokane | 2020 | 302 | 1895 |
| Hospice of Spokane | IHS.FS.00000337 | Spokane | 2021 | 317 | 1899 |
| Hospice of Spokane | IHS.FS.00000337 | Spokane | 2022 | 236 | 1673 |
| Kindred Hospice | IHS.FS.60308060 | Spokane | 2020 | 32 | 297 |
| Odyssey HealthCare Operating B, LP | IHS.FS.60308060 | Spokane | 2021 | 15 | 271 |
| Hospice of Spokane | IHS.FS.00000337 | Stevens | 2020 | 21 | 128 |
| Hospice of Spokane | IHS.FS.00000337 | Stevens | 2021 | 31 | 111 |
| Hospice of Spokane | IHS.FS.00000337 | Stevens | 2022 | 16 | 138 |
| Bristol Hospice - Thurston, LLC | IHS.FS.61211200 | Thurston | 2021 | 0 | 0 |
| Envision Hospice of Washington LLC | IHS.FS.60952486 | Thurston | 2020 | 1 | 24 |
| Envision Hospice of Washington, LLC | IHS.FS.60952486 | Thurston | 2021 | 1 | 22 |
| Envision Hospice of Washington, LLC | IHS.FS.60952486 | Thurston | 2022 | 2 | 39 |
| Northwest Healthcare Alliance, Inc | IHS.FS.00000229 | Thurston | 2022 | 24 | 363 |
| Northwest Healthcare Alliance, Inc. d/b/a Assured Home Health & Hospice | IHS.FS.00000229 | Thurston | 2020 | 22 | 268 |
| Northwest Healthcare Alliance, Inc. d/b/a Assured Home Health & Hospice | IHS.FS.00000229 | Thurston | 2021 | 31 | 282 |
| Providence Sound HomeCare and Hospice | IHS.FS.00000420 | Thurston | 2020 | 106 | 772 |
| Providence Sound HomeCare and Hospice | IHS.FS.00000420 | Thurston | 2021 | 75 | 600 |
| Providence Sound HomeCare and Hospice | IHS.FS.00000420 | Thurston | 2022 | 76 | 725 |
| Puget Sound Hospice | IHS.FS.61032138 | Thurston | 2020 | 0 | 6 |
| Puget Sound Hospice | IHS.FS.61032138 | Thurston | 2021 | 0 | 19 |
| Puget Sound Hospice | IHS.FS.61032138 | Thurston | 2022 | 0 | 10 |
| Community Home Health & Hospice | IHS.FS.00000262 | Wahkiakum | 2022 | 1 | 2 |
| Community Home Health/Hospice | IHS.FS.00000262 | Wahkiakum | 2020 | 3 | 11 |
| Community Home Health/Hospice | IHS.FS.00000262 | Wahkiakum | 2021 | 1 | 14 |
| PeaceHealth Hospice Southwest | IHS.FS.60331226 | Wahkiakum | 2022 | 0 | 6 |
| PeaceHealth Southwest Hospice | IHS.FS.60331226 | Wahkiakum | 2021 | 2 | 3 |
| Tri Cities Chaplaincy | IHS.FS.00000456 | Walla Walla | 2022 | 0 | 8 |
| Walla Walla Community Hospice | IHS.FS.60480441 | Walla Walla | 2020 | 41 | 242 |
| Walla Walla Community Hospice | IHS.FS.60480441 | Walla Walla | 2021 | 31 | 243 |
| Walla Walla Community Hospice | IHS.FS.60480441 | Walla Walla | 2022 | 28 | 248 |
| Eden Hospice at Whatcom County | IHS.FS.61117985 | Whatcom | 2021 | 2 | 24 |
| Eden Hospice at Whatcom County, LLC | IHS.FS.61117985 | Whatcom | 2020 | 0 | 0 |
| Whatcom Hospice | IHS.FS.00000471 | Whatcom | 2021 | 111 | 1030 |
| Whatcom Hospice | IHS.FS.00000471 | Whatcom | 2022 | 139 | 1025 |
| Whatcom Hospice | IHS.FS.00000471 | Whatcom | 2020 | 80 | 978 |
| Eden Hospice at Whatcom County, LLC | IHS.FS.61117985 | Whatcom | 2022 | 3 | 62 |
| PeaceHealth Whatcom Hospice | IHS.FS.61214897 | Whatcom | 2022 | 134 | 1031 |
| Alpowa Healthcare Inc dba Elite Home Health and Hospice | IHS.FS.60384078 | Whitman | 2022 | 0 | 8 |
| Hospice of Spokane | IHS.FS.00000337 | Whitman | 2020 | 0 | 1 |
| Kindred Hospice | IHS.FS.60308060 | Whitman | 2020 | 12 | 127 |
| Odyssey HealthCare Operating B, LP | IHS.FS.60308060 | Whitman | 2021 | 15 | 175 |
| Astria Hospice | IHS.FS.60097245 | Yakima | 2021 | 3 | 52 |

Sources:
Self-Report Provider Utilization Surveys for Years 2020-2022
Vital Statistics Death Data for Years 2020-2022
Prepared by DOH Program Staff

**Department of Health**
**2023-2024 Hospice Numeric Need Methodology**
*Survey Data*

| Agency Name | License Number | County | Year | 0-64 | 65+ |
|---|---|---|---|---|---|
| Astria Hospice | IHS.FS.60097245 | Yakima | 2020 | 0 | 56 |
| Heartlinks | IHS.FS.00000369 | Yakima | 2020 | 20 | 181 |
| Heartlinks | IHS.FS.00000369 | Yakima | 2021 | 15 | 224 |
| Heartlinks | IHS.FS.00000369 | Yakima | 2022 | 25 | 204 |
| Memorial Home Care Services | IHS.FS.00000376 | Yakima | 2020 | 175 | 953 |
| Memorial Home Care Services | IHS.FS.00000376 | Yakima | 2021 | 143 | 649 |

Sources:
Self-Report Provider Utilization Surveys for Years 2020-2022
Vital Statistics Death Data for Years 2020-2022
Prepared by DOH Program Staff

**Department of Health**
**2023-2024 Hospice Numeric Need Methodology**
*Preliminary Death Data Updated September 22, 2023*

| | 0-64 | | | 65+ | |
|---|---|---|---|---|---|
| **County** | **2020** | **2021** | **2022** | **2020** | **2021** |
| ADAMS | 20 | 23 | 25 | 59 | 92 |
| ASOTIN | 56 | 43 | 45 | 186 | 188 |
| BENTON | 555 | 536 | 566 | 1522 | 1610 |
| CHELAN | 224 | 256 | 225 | 785 | 870 |
| CLALLAM | 195 | 185 | 179 | 777 | 906 |
| CLARK | 1043 | 1078 | 1002 | 3205 | 3705 |
| COLUMBIA | 7 | 11 | 12 | 43 | 43 |
| COWLITZ | 314 | 401 | 311 | 968 | 1100 |
| DOUGLAS | 42 | 45 | 45 | 160 | 174 |
| FERRY | 19 | 21 | 22 | 58 | 63 |
| FRANKLIN | 100 | 110 | 79 | 263 | 261 |
| GARFIELD | 5 | 4 | 2 | 11 | 24 |
| GRANT | 186 | 208 | 190 | 455 | 523 |
| GRAYS HARBOR | 209 | 236 | 223 | 558 | 590 |
| ISLAND | 110 | 116 | 117 | 505 | 504 |
| JEFFERSON | 68 | 54 | 59 | 273 | 295 |
| KING | 4456 | 4892 | 4902 | 11186 | 11896 |
| KITSAP | 454 | 489 | 462 | 1714 | 1832 |
| KITTITAS | 78 | 88 | 78 | 241 | 241 |
| KLICKITAT | 42 | 50 | 50 | 113 | 164 |
| LEWIS | 205 | 186 | 191 | 653 | 723 |
| LINCOLN | 15 | 24 | 24 | 75 | 76 |
| MASON | 143 | 168 | 152 | 408 | 461 |
| OKANOGAN | 88 | 92 | 106 | 277 | 324 |
| PACIFIC | 55 | 59 | 69 | 177 | 239 |
| PEND OREILLE | 41 | 55 | 44 | 101 | 119 |
| PIERCE | 2364 | 2574 | 2518 | 5608 | 6264 |
| SAN JUAN | 18 | 24 | 12 | 94 | 91 |
| SKAGIT | 269 | 334 | 258 | 1068 | 1190 |
| SKAMANIA | 26 | 25 | 20 | 47 | 56 |
| SNOHOMISH | 1587 | 1563 | 1468 | 4278 | 4478 |
| SPOKANE | 1634 | 1842 | 1603 | 4322 | 4810 |
| STEVENS | 86 | 114 | 107 | 248 | 304 |
| THURSTON | 628 | 763 | 709 | 2007 | 2285 |
| WAHKIAKUM | 10 | 7 | 9 | 18 | 25 |
| WALLA WALLA | 150 | 138 | 157 | 522 | 595 |
| WHATCOM | 457 | 443 | 467 | 1481 | 1674 |
| WHITMAN | 51 | 59 | 65 | 226 | 278 |
| YAKIMA | 653 | 699 | 628 | 1675 | 1644 |

Sources:
Self-Report Provider Utilization Surveys for Years 2020-2022
Vital Statistics Death Data for Years 2020-2022
Prepared by DOH Program Staff

**Department of Health**
**2023-2024 Hospice Numeric Need Methodology**
*0-64 Population Projection*

| County | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2020-2022 Average Population |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Adams | 17,637 | 17,768 | 17,899 | 18,029 | 18,160 | 18,015 | 18,199 | 18,382 | 18,565 | 18,748 | 18,931 | 18,199 |
| Asotin | 16,969 | 16,906 | 16,842 | 16,779 | 16,715 | 16,822 | 16,706 | 16,591 | 16,475 | 16,360 | 16,244 | 16,706 |
| Benton | 162,262 | 163,693 | 165,123 | 166,554 | 167,984 | 174,308 | 175,851 | 177,393 | 178,935 | 180,477 | 182,019 | 175,851 |
| Chelan | 61,284 | 61,520 | 61,755 | 61,991 | 62,227 | 62,829 | 62,907 | 62,984 | 63,062 | 63,139 | 63,217 | 62,907 |
| Clallam | 52,716 | 52,661 | 52,605 | 52,550 | 52,494 | 52,094 | 52,247 | 52,399 | 52,552 | 52,704 | 52,857 | 52,247 |
| Clark | 387,296 | 393,291 | 399,287 | 405,282 | 411,278 | 420,628 | 424,857 | 429,086 | 433,316 | 437,545 | 441,774 | 424,857 |
| Columbia | 2,988 | 2,947 | 2,905 | 2,863 | 2,822 | 2,812 | 2,763 | 2,713 | 2,664 | 2,615 | 2,566 | 2,763 |
| Cowlitz | 85,417 | 85,517 | 85,617 | 85,717 | 85,817 | 87,848 | 87,937 | 88,027 | 88,116 | 88,206 | 88,295 | 87,937 |
| Douglas | 33,540 | 33,938 | 34,335 | 34,732 | 35,130 | 35,255 | 35,378 | 35,501 | 35,624 | 35,746 | 35,869 | 35,378 |
| Ferry | 5,834 | 5,782 | 5,731 | 5,680 | 5,628 | 5,208 | 5,127 | 5,047 | 4,967 | 4,886 | 4,806 | 5,127 |
| Franklin | 79,651 | 81,742 | 83,832 | 85,922 | 88,012 | 87,500 | 88,772 | 90,044 | 91,315 | 92,587 | 93,859 | 88,772 |
| Garfield | 1,665 | 1,644 | 1,623 | 1,602 | 1,581 | 1,570 | 1,570 | 1,570 | 1,569 | 1,569 | 1,569 | 1,570 |
| Grant | 81,535 | 82,660 | 83,784 | 84,909 | 86,033 | 85,007 | 85,596 | 86,185 | 86,774 | 87,363 | 87,952 | 85,596 |
| Grays Harb | 59,105 | 58,675 | 58,246 | 57,817 | 57,387 | 58,396 | 58,092 | 57,788 | 57,484 | 57,179 | 56,875 | 58,092 |
| Island | 62,514 | 62,664 | 62,814 | 62,964 | 63,114 | 63,633 | 63,840 | 64,048 | 64,256 | 64,464 | 64,672 | 63,840 |
| Jefferson | 20,636 | 20,653 | 20,670 | 20,688 | 20,705 | 20,345 | 20,269 | 20,192 | 20,116 | 20,040 | 19,964 | 20,269 |
| King | 1,798,581 | 1,820,215 | 1,841,848 | 1,863,482 | 1,885,115 | 1,964,992 | 1,974,586 | 1,984,180 | 1,993,774 | 2,003,368 | 2,012,962 | 1,974,586 |
| Kitsap | 212,548 | 214,045 | 215,543 | 217,040 | 218,538 | 222,540 | 222,587 | 222,634 | 222,681 | 222,729 | 222,776 | 222,587 |
| Kittitas | 36,206 | 36,768 | 37,330 | 37,892 | 38,453 | 38,168 | 38,539 | 38,910 | 39,282 | 39,653 | 40,024 | 38,539 |
| Klickitat | 16,208 | 16,082 | 15,955 | 15,828 | 15,702 | 17,332 | 17,217 | 17,103 | 16,988 | 16,874 | 16,759 | 17,217 |
| Lewis | 61,494 | 61,796 | 62,097 | 62,398 | 62,700 | 63,604 | 63,811 | 64,018 | 64,225 | 64,432 | 64,639 | 63,811 |
| Lincoln | 8,101 | 8,042 | 7,982 | 7,923 | 7,864 | 7,814 | 7,804 | 7,794 | 7,785 | 7,775 | 7,765 | 7,804 |
| Mason | 48,672 | 49,162 | 49,652 | 50,142 | 50,632 | 49,799 | 49,998 | 50,196 | 50,395 | 50,594 | 50,793 | 49,998 |
| Okanogan | 33,087 | 32,906 | 32,726 | 32,545 | 32,364 | 32,082 | 31,910 | 31,737 | 31,564 | 31,392 | 31,219 | 31,910 |
| Pacific | 15,115 | 14,972 | 14,830 | 14,688 | 14,545 | 15,581 | 15,523 | 15,464 | 15,405 | 15,346 | 15,287 | 15,523 |
| Pend Oreil | 10,045 | 9,998 | 9,952 | 9,905 | 9,859 | 9,718 | 9,660 | 9,602 | 9,543 | 9,485 | 9,427 | 9,660 |
| Pierce | 721,137 | 729,937 | 738,738 | 747,538 | 756,339 | 786,960 | 790,591 | 794,221 | 797,852 | 801,483 | 805,114 | 790,591 |
| San Juan | 11,305 | 11,194 | 11,084 | 10,974 | 10,863 | 11,697 | 11,682 | 11,668 | 11,654 | 11,640 | 11,626 | 11,682 |
| Skagit | 97,885 | 98,616 | 99,346 | 100,076 | 100,807 | 100,150 | 100,574 | 100,998 | 101,422 | 101,846 | 102,270 | 100,574 |
| Skamania | 9,272 | 9,266 | 9,260 | 9,254 | 9,248 | 9,366 | 9,243 | 9,121 | 8,998 | 8,875 | 8,752 | 9,243 |
| Snohomish | 661,812 | 672,806 | 683,800 | 694,793 | 705,787 | 708,361 | 712,731 | 717,100 | 721,470 | 725,839 | 730,209 | 712,731 |
| Spokane | 414,493 | 416,684 | 418,875 | 421,066 | 423,256 | 446,453 | 447,909 | 449,365 | 450,821 | 452,277 | 453,733 | 447,909 |
| Stevens | 34,576 | 34,459 | 34,343 | 34,226 | 34,109 | 36,029 | 35,790 | 35,550 | 35,311 | 35,071 | 34,832 | 35,790 |
| Thurston | 224,951 | 228,261 | 231,571 | 234,880 | 238,190 | 240,351 | 242,356 | 244,360 | 246,365 | 248,369 | 250,374 | 242,356 |
| Wahkiakur | 2,726 | 2,669 | 2,612 | 2,555 | 2,498 | 2,957 | 2,943 | 2,930 | 2,917 | 2,903 | 2,890 | 2,943 |
| Walla Wall | 49,893 | 50,111 | 50,328 | 50,546 | 50,763 | 50,358 | 50,364 | 50,370 | 50,376 | 50,382 | 50,388 | 50,364 |
| Whatcom | 175,840 | 178,234 | 180,629 | 183,023 | 185,418 | 184,193 | 185,493 | 186,794 | 188,095 | 189,395 | 190,696 | 185,493 |
| Whitman | 42,880 | 42,965 | 43,051 | 43,137 | 43,222 | 42,475 | 42,489 | 42,503 | 42,517 | 42,531 | 42,545 | 42,489 |
| Yakima | 215,882 | 217,605 | 219,328 | 221,051 | 222,774 | 219,274 | 219,628 | 219,982 | 220,336 | 220,690 | 221,044 | 219,628 |

Sources:
Self-Report Provider Utilization Surveys for Years 2020-2022
Vital Statistics Death Data for Years 2020-2022
Prepared by DOH Program Staff

**Department of Health**
**2023-2024 Hospice Numeric Need Methodology**
*65+ Population Projection*

| County | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2020-2022 Average Population |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Adams | 1,773 | 1,887 | 2,000 | 2,114 | 2,227 | 2,598 | 2,605 | 2,613 | 2,621 | 2,629 | 2,637 | 2,605 |
| Asotin | 5,041 | 5,233 | 5,426 | 5,619 | 5,812 | 5,463 | 5,673 | 5,884 | 6,094 | 6,305 | 6,515 | 5,673 |
| Benton | 26,328 | 27,492 | 28,657 | 29,821 | 30,986 | 32,565 | 33,826 | 35,088 | 36,349 | 37,611 | 38,872 | 33,826 |
| Chelan | 13,746 | 14,279 | 14,811 | 15,343 | 15,876 | 16,312 | 16,903 | 17,494 | 18,085 | 18,677 | 19,268 | 16,903 |
| Clallam | 19,934 | 20,401 | 20,867 | 21,334 | 21,800 | 25,061 | 25,369 | 25,678 | 25,986 | 26,295 | 26,603 | 25,369 |
| Clark | 64,524 | 68,044 | 71,564 | 75,085 | 78,605 | 82,683 | 86,493 | 90,303 | 94,113 | 97,923 | 101,733 | 86,493 |
| Columbia | 1,102 | 1,135 | 1,169 | 1,202 | 1,236 | 1,140 | 1,170 | 1,200 | 1,229 | 1,259 | 1,289 | 1,170 |
| Cowlitz | 18,863 | 19,684 | 20,505 | 21,326 | 22,148 | 22,882 | 23,471 | 24,060 | 24,649 | 25,237 | 25,826 | 23,471 |
| Douglas | 6,450 | 6,831 | 7,213 | 7,595 | 7,976 | 7,683 | 8,039 | 8,396 | 8,752 | 9,109 | 9,465 | 8,039 |
| Ferry | 1,876 | 1,949 | 2,022 | 2,095 | 2,168 | 1,970 | 2,058 | 2,147 | 2,235 | 2,323 | 2,411 | 2,058 |
| Franklin | 7,499 | 7,921 | 8,343 | 8,765 | 9,188 | 9,249 | 9,795 | 10,341 | 10,887 | 11,433 | 11,979 | 9,795 |
| Garfield | 595 | 607 | 620 | 633 | 645 | 716 | 711 | 706 | 700 | 695 | 690 | 711 |
| Grant | 12,395 | 13,011 | 13,628 | 14,244 | 14,861 | 14,116 | 14,729 | 15,343 | 15,957 | 16,571 | 17,185 | 14,729 |
| Grays Harb | 14,005 | 14,535 | 15,064 | 15,594 | 16,123 | 17,240 | 17,700 | 18,161 | 18,621 | 19,082 | 19,542 | 17,700 |
| Island | 18,086 | 18,625 | 19,163 | 19,701 | 20,239 | 23,224 | 23,676 | 24,127 | 24,579 | 25,030 | 25,482 | 23,676 |
| Jefferson | 10,244 | 10,580 | 10,916 | 11,252 | 11,588 | 12,632 | 13,029 | 13,427 | 13,824 | 14,221 | 14,618 | 13,029 |
| King | 254,219 | 268,307 | 282,395 | 296,484 | 310,572 | 304,683 | 316,701 | 328,719 | 340,737 | 352,755 | 364,773 | 316,701 |
| Kitsap | 45,652 | 47,697 | 49,743 | 51,788 | 53,833 | 53,071 | 55,150 | 57,228 | 59,307 | 61,385 | 63,464 | 55,150 |
| Kittitas | 6,464 | 6,760 | 7,055 | 7,351 | 7,647 | 8,300 | 8,482 | 8,664 | 8,846 | 9,028 | 9,210 | 8,482 |
| Klickitat | 4,792 | 5,051 | 5,310 | 5,570 | 5,829 | 5,403 | 5,695 | 5,987 | 6,280 | 6,572 | 6,864 | 5,695 |
| Lewis | 15,166 | 15,576 | 15,987 | 16,398 | 16,808 | 18,545 | 18,899 | 19,253 | 19,608 | 19,962 | 20,316 | 18,899 |
| Lincoln | 2,619 | 2,687 | 2,755 | 2,823 | 2,891 | 3,062 | 3,116 | 3,169 | 3,223 | 3,276 | 3,330 | 3,116 |
| Mason | 13,528 | 14,123 | 14,717 | 15,311 | 15,905 | 15,927 | 16,436 | 16,945 | 17,453 | 17,962 | 18,471 | 16,436 |
| Okanogan | 8,773 | 9,198 | 9,624 | 10,050 | 10,475 | 10,022 | 10,353 | 10,685 | 11,017 | 11,348 | 11,680 | 10,353 |
| Pacific | 6,095 | 6,258 | 6,421 | 6,584 | 6,747 | 7,784 | 7,971 | 8,159 | 8,347 | 8,534 | 8,722 | 7,971 |
| Pend Oreil | 3,195 | 3,378 | 3,560 | 3,742 | 3,925 | 3,683 | 3,845 | 4,007 | 4,170 | 4,332 | 4,494 | 3,845 |
| Pierce | 108,983 | 114,409 | 119,836 | 125,262 | 130,688 | 133,433 | 139,235 | 145,038 | 150,840 | 156,642 | 162,444 | 139,235 |
| San Juan | 4,876 | 5,099 | 5,322 | 5,545 | 5,768 | 6,091 | 6,326 | 6,561 | 6,796 | 7,030 | 7,265 | 6,326 |
| Skagit | 22,735 | 24,021 | 25,308 | 26,595 | 27,881 | 29,373 | 30,250 | 31,128 | 32,005 | 32,882 | 33,759 | 30,250 |
| Skamania | 2,158 | 2,286 | 2,414 | 2,542 | 2,670 | 2,238 | 2,455 | 2,673 | 2,891 | 3,108 | 3,326 | 2,455 |
| Snohomish | 95,788 | 101,674 | 107,560 | 113,447 | 119,333 | 119,596 | 125,852 | 132,107 | 138,363 | 144,618 | 150,874 | 125,852 |
| Spokane | 73,817 | 77,325 | 80,834 | 84,343 | 87,852 | 92,886 | 96,172 | 99,458 | 102,744 | 106,030 | 109,316 | 96,172 |
| Stevens | 9,454 | 9,930 | 10,407 | 10,884 | 11,360 | 10,416 | 11,029 | 11,642 | 12,255 | 12,868 | 13,481 | 11,029 |
| Thurston | 42,459 | 44,534 | 46,608 | 48,683 | 50,757 | 54,442 | 56,276 | 58,110 | 59,944 | 61,778 | 63,612 | 56,276 |
| Wahkiakur | 1,254 | 1,316 | 1,379 | 1,441 | 1,503 | 1,465 | 1,512 | 1,558 | 1,604 | 1,651 | 1,697 | 1,512 |
| Walla Wall | 10,757 | 10,819 | 10,881 | 10,944 | 11,006 | 12,226 | 12,446 | 12,666 | 12,886 | 13,106 | 13,326 | 12,446 |
| Whatcom | 33,950 | 35,688 | 37,426 | 39,164 | 40,902 | 42,654 | 44,049 | 45,443 | 46,838 | 48,232 | 49,627 | 44,049 |
| Whitman | 4,370 | 4,659 | 4,948 | 5,237 | 5,526 | 5,498 | 5,619 | 5,739 | 5,860 | 5,980 | 6,101 | 5,619 |
| Yakima | 34,088 | 34,949 | 35,809 | 36,670 | 37,530 | 37,454 | 38,467 | 39,479 | 40,491 | 41,504 | 42,516 | 38,467 |

Sources:
Self-Report Provider Utilization Surveys for Years 2020-2022
Vital Statistics Death Data for Years 2020-2022
Prepared by DOH Program Staff

# EXHIBIT 7

## Financial Assumptions

**Bristol Hospice - Pierce Financial Assumptions**

Financial Assumptions

| | |
|---|---|
| **Revenues -** | |
| ALL | All ppd's assumptions below are based of thousands of patients that have received services by Bristol. |
| Payor Mix | We estimated our payor mix based upon our Portland, OR location as this is the closest geographical area we serve. Assumptions are 92% Medicare, 3% insurance, 5% Medicaid. |
| Payor Rates | The average daily rate is estimated to be $206.00. This rate is the average rate of Pierce County during 2023 per research by HealthPivots. We estimated a 61.1 day ALOS from the Washington state need study. Of the Medicare revenue 1.3% is GIP, 2.1% is Respite, 0.9% is Continuous Care and 95.7% is routine. Insurance rates, in our experience, typically yields a rate equal to the Medicare rates, all insurance days are estimated to be routine level of care days. The Medicaid rate in WA is also comparable to the Medicare rate and all Medicaid rates are estimated to be routine level of care days. |
| Charity Care | We have assumed charity care will amount to 5% of medicare patient days. |
| Utilization Forecast | The patient needs are drawn from the Washington state need survey included in Exhibit 6. |
| Room and Board | This revenue pertains to Medicaid patients residing in skilled nursing facilities ("SNF"). Instead of paying the SNF for these patients the state of WA will pay Bristol 95% of the Medicaid rate for that specific SNF. Bristol, in turn, will pay the SNF 100% of the Medicaid rate and then will bill Medicare for their hospice services. This keeps the SNF whole in terms of revenue but Bristol will show a small loss as we receive less from the state than we will pay. For example, if the SNF was being paid $100 per day by the state for a Medicaid patient and that patient signs up for hospice services the SNF will now receive $0 from the state. The state will pay Bristol $95 per day and Bristol will pay the SNF $100 per day. We estimate that 20% of our total average daily census ("ADC") will reside in a SNF each month which is in line with other hospice locations we operate. |
| Bad Debt | We estimate 1% of our revenues will become uncollectable for bad debt. |

| | |
|---|---|
| **Expenses -** | |
| Advertising | Assumed $5,000 in 2024 and 2025, $10,000 in 2026 and $15,000 thereafter based upon other location experience |
| B&O Taxes | Estimated 1.9% of revenue |
| Depreciation and Amortization | Based off a 36 month flat line depreciate for $30,000 of IT equipment and 60 month depreciate for office equipment. Future computer purchases will be expensed, not capitalized. Future office equipment purchases are not planned but will be purchased as needed. |
| Dues and Subscriptions | Assumed to be 4,000 per year which is based upon our other hospice location cost |
| Education and Training | As part of the corporate overhead allocation the staff will have access to Relias an online training system, this additional amount of 1,500 year is for local in-services |
| Employee Benefits/Workers Comp | Employee Benefits is estimated to be 11% of wages. This is based of historical experience. This line also includes workers comp expense of 1.8% of wages as this is in line with our experience running hospice locations. |
| Equipment rental (DME) | Estimated at $6.50 PPD |
| Information Technology/Computers | Estimated at $.50 PPD |
| Insurance | Assumed to be $1,300 per month insurance policy. This also includes property insurance. |
| Licenses and Fees | Assumed to be three items - (1) state license fee of $3,283 in year 1, $2,190 for 2025/2026, and $2,190 for 2027/2028; (2) Pierce County business license fee of $60 in 2024, $120 in 2025, $180 in 2026 & 2027; and (3) plus $0.03 per patient day for other licenses/fees |
| Medical Supplies | Estimated at $3.59 PPD |
| Payroll Taxes | Payroll Taxes are estimated to be 9.33% of wages in total. |

# EXHIBIT 8

## Information on Bright Moments Sweet Dreams Programs

## Testimonials

"My mom would often get aggravated in the evening. After participating in the program and getting her hands soaked she was able to relax and even fell asleep."

*– Loving Daughter*

"I noticed my mom hadn't had much of an appetite but after getting her nails cut and having lotion applied, she was interested in eating her meal"

*– Loving Daughter*

"The aromatherapy was so soothing for my mother, it really helped her relax and get a good nights rest"

*– Loving Son*

"It gives residents something to look forward to. The one-on-one interaction is so helpful. It has also been great with residents that have sundowning – allows them to calm down, relax."

*– Facility Staff Member*

### To learn more about Sweet Dreams Services

# Contact Bristol Bristol Hospice Pierce County

## OUR MISSION

Bristol Hospice is graciously committed to our mission that all patients and families entrusted to our care will be treated with the highest level of compassion, respect and quality of care.

Bristol Hospice
embracing a reverence for life

1401 S Union Ave
Tacoma, WA 98405
Phone: 253-215-9461
Fax: 253-356-6508

Bristol Hospice - Pierce County
www.bristolhospice.com

*Bristol Hospice - Pierce County provides services directly or through arrangements with other qualified providers and does not refuse service to or employment to or in any other way discriminate against any person on the basis of race or color, age, religion, sex, pregnancy, sexual orientation, mental or physical handicap, childbirth and ancestry or national origin. Bristol Hospice - Utah will not discontinue or diminish care provided to a Medicare beneficiary because of the beneficiary's inability to pay for the care.

sweet dreams
Bristol Hospice

Sweet Dreams is based upon the belief that a compassionate presence and the provision of a care plan devoted to end of day sleep rituals and comfort can result in enhanced patient satisfaction. The Sweet Dreams Service is an included part of the Hospice benefit and is provided in the hours leading up to bedtime.

## Components of Sweet Dreams

- Learning from the patient and family the history of bedtime rituals
- Assessing the patient's likes, dislikes, and wishes regarding an evening routine
- Creation and delivery of a personalized care plan that meets the needs of the patient in the chosen home setting

## Sweet Dreams Philosophy

Through creation of a nurturing and soothing environment our Bristol Hospice team can deliver an individualized night time routine that facilitates sleep and comfort at the end of the day.

## Services Provided under Sweet Dreams Care

- Hand and Foot gentle touch techniques
- PM Care (face wash, foot soak, nail care, mouth care, etc.)
- Aromatherapy/Essential Oils
- Sound and/or music therapy
- Gentle spa approach, (Low lights, spa music, soft words, slow approach)

## Bright Moments - Points of Light Kit:

- ***Music Device and Headphones*** - Loaded with patient specific music favorites.
- ***Weighted Blanket*** - Clinical studies have shown that this produces comfort when managing agitated or unsettled behavior. Simulates the feeling of a hug.
- ***Chart-A-Life*** - Captures special moments and preserves patient memories.
- ***Hand Held Distraction Device***
- ***Memory-enhancing Aromatherapies***
- ***Therapeutic Companion Bear***
- ***Specialized Utensils***
- ***Specialized Care Products***

## Offering effective innovation in the care of those affected by dementia & alzheimers.

Bright Moments is a program of care specifically designed for hospice patients with end-stage dementia [ESD].

It is based on the belief that more can be done for and with dementia patients to generate positive outcomes.

Knowing that family members and caregivers often struggle with the challenges of late-stage dementia, Bristol Hospice - Pierce County created Bright Moments - an innovative approach - designed to support patients, family, staff and physicians.

Bright Moments
Giving Light to Life

Bristol Hospice - Pierce County
www.bristolhospice.com



# Bright Moments
Giving Light to Life

Offering an intensified program of care for Late-Stage Dementia Patients...

...in the home

... in assisted living

...in the long term care facility

Bristol Hospice
embracing a reverence for life

## We believe that more can be done to give Light to Life for those struggling with dementia.

Our Bright Moments program is an innovative & non-pharmacological approach to person centered dementia care. We offer specialized interventions that calm, comfort and support while providing the patient with a pathway to moments of light.

## The patient needs

- Regular human contact
- More personalized care
- Assistance in eating
- Proactive skin care
- A calming environment
- Pain/Comfort assessment
- Spiritual/Emotional support

## The family and loved ones need

- An understanding of the disease process
- Educational Materials
- Additional Support

## The caregivers/ professionals need

- Affiliation with experts who specialize in late-stage dementia
- Sensitivity to their emotional needs
- Staff support

Our Bright Moments team joins with other caregivers to plan and implement a comfortable and calming experience for patients, families and caregivers.

We are committed to providing all patients with a clinically proven and innovative, end-stage dementia care.

# EXHIBIT 9

## Information We Honor Veterans Program

## We Honor Veterans is a joint partnership with the Veteran Administration and NHPCO.

The We Honor Veterans Program is designed to empower hospice professionals and volunteers to meet the unique needs of veterans at the end of life by teaching respectful inquiry, compassionate listening and grateful acknowledgment with the goal of providing comfort to patients with a history of military service and possible physical or psychological trauma.

Bristol Hospice
embracing a reverence for life

WHV
We Honor Veterans

Bristol Hospice - Pierce County

*Bristol Hospice - Pierce County provides services directly or through arrangements with otherqualified providers and does not refuse service to or employment to or in any other way discriminate against any person on the basis of race or color, age religion, sex, pregnancy, sexual orientation, mental or physical handicap, childbirth and ancestry or national origin. Bristol Hospice - Pierce County will not discontinue or diminish care provided to a Medicare beneficiary because of the beneficiary's inability to pay for the care.



Bristol Hospice
embracing a reverence for life

WE HONOR VETERANS:
A MISSION TO SERVE

## Veteran community.

*Our Veterans served their country, and it is our privilege to serve them in return.*

As a We Honor Veterans partner, Bristol Hospice engages in ongoing education for our staff and volunteers so that they are equipped with the knowledge and resources to provide veteran-centric care. This means that the hospice care team considers the Veteran's unique military experience as we develop the plan of care. We honor our Veteran patients' wishes and preferences throughout their time with us.

We acknowledge our Veteran patients' service with honors ceremonies, life review projects, and special events. Whenever possible, Veteran volunteers visit Veteran patients to provide camaraderie and companionship.

"The honors ceremony brought up some wonderful memories that Dad had never shared before. Thank you for this meaningful service!"

~ Family member

## Veterans Deserve Special Care

Veterans often take great pride in their service, seeing it as a period when they did something meaningful to make a difference in the world. Understanding how Veterans view their military service directly impacts their end-of-life journey.

Their unique experiences influence their needs when it comes to service-related conditions and trauma. Regardless of the situation, it is Bristol Hospice's mission to ensure that all Veterans receive compassionate, quality care at the end of life.

## Veteran, Your Hospice Experience is Our Priority

At Bristol Hospice, your care team considers your military history and preferences, starting at your admission, and integrate that information into the individualized plan that provides a holistic approach to care.

We Honor Veterans and our other signature specialty programs are designed to meet your specific needs.

Above all, you are the most important part of your hospice care.

# EXHIBIT 10

## Policies

# 10A: Patients' Rights and Responsibilities Policy

# BILL OF RIGHTS
**Policy No. 9-005W**
***W Denotes Washington State Policy**

## PURPOSE

To encourage awareness of patient rights and provide guidelines to assist patients in making decisions regarding care and for active participation in care planning.

## POLICY

Each patient will be an active, informed participant in his/her plan of care. To ensure this process, the patient will be empowered with certain rights and responsibilities as described. A patient, who has not been judged to lack legal capacity, may designate someone (surrogate decision maker), to act as his/her representative. This representative, on behalf of the patient, may exercise any of the rights provided by the policies and procedures established by the hospice.

If the patient has been judged to lack legal capacity to make health care decisions as established by state law by a court of proper jurisdiction:

1. The rights of the patient may be exercised by the person appointed by the state court to act on the patient's behalf, OR

2. The patient may exercise his or her rights or designate a legal representative to exercise his or her rights to the extent allowed by court order.

To assist with fully understanding patient rights, all policies will be available to the hospice personnel, patients, and his/her representatives as well as other hospices and the interested public. The hospice will ensure implementation and updating as appropriate.

## PROCEDURE

1. The Bill of Rights statement defines the right of the patient to:

   A. Have his or her property and person treated with consideration, respect, dignity and individuality, including privacy for treatment and personal care needs.

   B. Voice grievances regarding treatment or care that is (or fails to be) furnished, or regarding the lack of respect for property by anyone who is furnishing services on behalf of the hospice and must not be subjected to discrimination or reprisal for doing so.

   C. Receive effective pain management and symptom control and quality services from the hospice for conditions related to the terminal illness identified in the plan of care.

D. Be advised in advance of the right to participate in planning the care or service and in planning changes in the care and service; hospice patients have the right to refuse care or treatment.

E. Be involved in the ongoing development his or her hospice plan of care.

F. Choose his or her attending physician.

G. A statement advising of the right to have access to the state department listing of licensed hospice agencies and to select any licensee to provide care, subject to the individual's reimbursement mechanism or other relevant contractual obligations.

H. A listing of the total services offered by the hospice agency and those being provided to the patient.

I. The name of the individual within the hospice agency responsible for supervising the patient's care and the manner in which that individual may be contacted.

J. Have a confidential personal and clinical record maintained by the hospice. Access to or release of patient information and clinical records is permitted in accordance with 45 CFR parts 160 and 164.

K. Be free from mistreatment, neglect, or verbal, mental, sexual, and physical abuse, including injuries from unknown source, misappropriation of patient property and corporal punishment.

L. Access to care/service is based upon nondiscrimination.

M. Have communication needs met.

N. Receive information about the services covered under the hospice benefit.

O. Receive information about the scope of services that the hospice will provide and by what discipline and specific limitations on those services.

P. Be advised that the hospice complies with Subpart 1 of 42 CFR 489 and receive a copy of the hospice's written policies and procedures regarding advance directives, including a description of an individual's right under applicable state law and how such rights are implemented by the hospice.

Q. Use the hotlines to lodge complaints concerning the implementation of Advance Directive requirements.

R. Receive written information describing the hospice's grievance procedure which includes the contact information, contact phone number, hours of operation, and mechanism(s) for communication problems.

S. The program shall describe in writing patient and family responsibilities and the mechanism to file a grievance and obtain a receipt that the information has been received by the patient or family.

T. Receive an investigation by the hospice of complaints made by the patient or the patient's family or guardian regarding treatment or care that is (or fails to be) furnished, regarding the lack of respect for the patient's property by anyone furnishing services on behalf of the hospice; and that the hospice will document the existence of the complaint and the resolution of the complaint.

U. Receive information addressing any beneficial relationship between the hospice and referring entities.

V. Be informed verbally and in writing of any changes in payment information, including charges for services not covered under Titles XVIII or XIX of the Social Security Act, as soon as possible, but no later than 30 days from the date that the hospice becomes aware of the change.

W. Be informed, verbally and in writing, of billing and reimbursement methodologies prior to the start of care/service and as changes occur, including fees for services/products provided, direct pay responsibilities, and notification of insurance coverage.

X. Right to a fully itemized billing statement upon request, including the date of each service and the charge. Agencies providing services through a managed care plan are not required to provide itemized billing statements.

Y. Be informed of what the hospice agency charges for services, to what extent payment may be expected from health insurance, public programs, or other sources, and what charges the patient may be responsible for paying.

Z. Be informed of the department's complaint hotline number to report complaints about the licensed agency or credentialed health care professionals.
Washington State Department of Health – HSQA Complaint Intake
P.O. Box 47857
Olympia, WA 98504-7857
Phone: 360-236-4700
Toll Free: 800-633-6828
Fax: 360-236-2626
Email: HSQAComplaintIntake@doh.wa.gov

AA. Be informed of the DSHS end harm hotline number to report suspected abuse of children or vulnerable adults. Washington DSHS End Harm Hotline Number: 1-866-ENDHARM (1-866-363-4276)

BB. A description of the agency's process for patients and family to submit complaints to the hospice agency about the services and care they are receiving and to have those complaints addressed without retaliation.

CC. Be cared for by appropriately trained or credentialed personnel, contractors and volunteers with coordination of services.

DD. To be treated with courtesy, respect, and privacy.

EE. Be free from verbal, mental, sexual, fand physical abuse, neglect, exploitation, discrimination, and the unlawful use of restraint or seclusion.

FF. Have property treated with respect.

GG. Have privacy and confidentiality of personal information and health care related records.

HH. Be informed about advanced directives ad POLST and the agency's scope of responsibility

II. Be informed of the agency's policies and procedures regarding the circumstances that ay cause the agency to discharge a patient

JJ. Be informed of the agency's policies and procedures regarding providing backup care when services cannot be provided as scheduled.

2. The patient and family/caregiver responsibilities will be explained upon admission and as needed. The patient and family/caregiver are responsible for:

A. Being fully informed by a physician of his or her medical condition, unless medically contraindicated and to be afforded the opportunity to participate in the planning of his or her medical treatment, including pain and symptom management and to refuse to participate in experimental research.

B. Cooperating with the primary doctor, program staff and other caregivers.

C. Advising the program of any problems or dissatisfaction with patient care.

D. Inform the hospice of any advance directives or any changes to advance directives and provide the hospice with a copy.

E. Notifying the program of address or telephone changes or when unable to keep appointments.

F. Providing a safe environment in which care can be given. In the event that conduct occurs such that the patient's or staff's welfare or safety is threatened, service may be terminated.

G. Obtaining medications, supplies and equipment ordered by the patient's physician if they cannot be obtained or supplied by the program.

H. Reporting unexpected changes in the patient's condition.

I. Understanding and accepting the consequences for outcomes if the care, services and/or treatment plan are not followed.

J. Treat hospice personnel with respect and consideration

K. Sign required consent and release forms for insurance billing and provide insurance and financial records as requested.

3. Upon admission, the admitting clinician will provide each patient or his/her representative with a written copy of the Bill of Rights.

4. The Bill of Rights statement will be explained and distributed to the patient prior to the initiation of hospice services. This explanation will be in a language or communication method he/she can reasonably be expected to understand.

5. The patient will be requested to sign the Bill of Rights form. The original form will be kept in the patient's clinical record. A copy will be maintained by the patient. The patient's refusal to sign will be documented in the clinical record, including the reason for refusal.

6. The admitting clinician will document that the patient has received a copy of the Bill of Rights.

   A. If the patient is unable to understand his/her rights and responsibilities, documentation in the clinical note will be made.

   B. In the event a communication barrier exists, if possible, special devices or interpreters will be made available.

   C. Written information will be provided to patients in English and predominant non-English languages of the population served.

7. When the patient's representative signs the Bill of Rights form, an explanation of that relationship must be documented and kept on file in the clinical record.

8. The family or guardian may exercise the patient's rights when a patient is incompetent or a minor.

9. All hospice personnel, both clinical and non-clinical, will be oriented to the patient's rights and responsibilities prior to the end of their orientation program, as well as annually.

10. The hospice will ensure that the patient rights are implemented and updated as appropriate.

# 10B: Non-discrimination Policy

# NONDISCRIMINATION POLICY AND GRIEVANCE PROCESS

**Policy No. 8-013**

## PURPOSE

To prevent hospice personnel from discriminating against other personnel, patients, or other organizations on the basis of race, hairstyle, color, religion, age, sex (an individual's sex, gender identity, sex stereotyping, pregnancy, childbirth and related conditions), sexual orientation, disability (mental or physical), communicable disease, or national origin.

## POLICY

In accordance with Title VI of the Civil Rights Act of 1964, Section 1157 of the Affordable Care Act (ACA) of 2010 and its implementing regulation, the hospice will, directly or through contractual or other arrangement, admit and treat all persons without regard to race, color, or place of national origin in its provision of services and benefits, including assignments or transfers within facilities.

In accordance with Section 504 of the Rehabilitation Act of 1973, Section 1557 of the Affordable Care Act (ACA) of 2010 and its implementing regulations, the hospice will not, directly or through contractual or other arrangements, discriminate on the basis of disability (mental or physical) in admissions, access, treatment or employment.

In accordance with the Age Discrimination Act of 1975, Section 1557 of the Affordable Care Act (ACA) of 2010 and its implementing regulation, the hospice will not, directly or through contractual or other arrangements, discriminate on the basis of age in the provision of services unless age is a factor necessary to the normal operation or the achievement of any statutory objective.

In accordance with Title II of the Americans with Disabilities Act of 1990, the hospice will not, on the basis of disability, exclude or deny a qualified individual with a disability from participation in, or benefits of, the services, programs or activities of the hospice.

In accordance with other regulations, the hospice will not discriminate in admissions, access, treatment, or employment on the basis of gender, sexual orientation, religion, or communicable disease.

## PROCEDURE

1. The Section 504/ADA Compliance Coordinator designated to coordinate the efforts of the hospice to comply with the regulations will be the Executive Director/Administrator. The Executive Director/Administrator can be contacted by phone or email (see agency phone list.)

2. The hospice will identify an organization or person in their service area who can interpret or translate for persons with limited English proficiency and who can disseminate information

 

to and communicate with sensory impaired persons. These contacts will be listed and kept in the policy manual. (See "Facilitating Communication" Policy No. 9-006.)

3. A copy of this policy will be posted in the reception area of the hospice, given to each hospice staff member, and sent to each referral source.

4. The following statement will be posted in the reception of the hospice in English and at least the top 15 non-English languages spoken in the state: "Patient services are provided without regard to race, color, religion, age, sex (an individual's sex, gender identity, sex stereotyping, pregnancy, childbirth and related conditions), sexual orientation, disability (mental or physical), communicable disease, or national origin."

5. The following statement will be printed in English and other non-English languages spoken in the state on brochures, other printed public materials and in a conspicuous location on the hospice's web site accessible from the home page: "Patient services are provided without regard to race, color, religion, age, sex (an individual's sex, gender identity, sex stereotyping, pregnancy, childbirth and related conditions) , sexual orientation, disability (mental or physical), communicable disease, or national origin."

6. Any person who believes she or he has been subjected to discrimination or who believes he or she has witnessed discrimination, in contradiction of the policy stated above, may file a grievance under this procedure. It is against the law for the hospice to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.

7. Grievances must be submitted to the Section 504 Coordinator within 30 days of the date the person filing the grievance becomes aware of the alleged discriminatory action.

8. A complaint may be filed in writing, or verbally, containing the name and address of the person filing it ("the grievant"). The complaint must state the problem or action alleged to be discriminatory and the remedy or relief sought by the grievant.

9. The Section 504 Coordinator (or her/his representative) will conduct an investigation of the complaint to determine its validity. This investigation may be informal, but it must be thorough, affording all interested persons an opportunity to submit evidence relevant to the complaint.

10. The Section 504 Coordinator will issue a written decision on the grievance no later than 30 days after its filing.

11. The grievant may appeal the decision of the Section 504 Coordinator by filing an appeal in writing to the hospice within 15 days of receiving the Section 504 Coordinator's decision.

12. The hospice will issue a written decision in response to the appeal no later than 30 days after its filing.

13. The Section 504 Coordinator will maintain the files and records of the hospice relating to such grievances.

14. The availability and use of this grievance procedure does not preclude a person from filing a complaint of discrimination on the basis of handicap with the regional office for Civil Rights of the U.S. Department of Health and Human Services.

 

15. All hospice personnel will be informed of this process during their orientation process.

16. The hospice will make appropriate arrangements to assure that persons with disabilities can participate in or make use of this grievance process on the same basis as the nondisabled. Such arrangements may include, but will not be limited to, the providing interpreters for the deaf, providing taped cassettes of material for the blind, or assuring a barrier-free location for the proceedings. The Section 504 Coordinator will be responsible for providing such arrangements.

# 10C: Death with Dignity Policy

# DEATH WITH DIGNITY/MEDICAL AID IN DYING

**Policy No. 9-031**

## PURPOSE

To provide general guidelines regarding Death with Dignity/Medical Aid in Dying practice.

## DEFINITION

Death with Dignity (DWD), or Medical Aid in Dying (MAID), for purposes of this policy, means a process by which terminally ill patients may end their lives legally in certain states, through the voluntary self-administration of lethal medications, expressly prescribed by a physician for that purpose. This process may also be known as Physician-Assisted Death, Physician Aid in Dying, End of Life Option, or Physician-Assisted Suicide. **This policy only applies to the following states: California, Colorado, New Jersey, Maine, New Mexico, Oregon, and Washington.**

## POLICY

Bristol Hospice is committed to providing excellent care and services to the patient and family during the dying process and period of bereavement, regardless of the patient's decision to participate in Death with Dignity (DWD)/Medical Aid in Dying (MAID), the language of which may vary by state. The hospice does not participate in any state's DWD/MAID program and does not allow any hospice employee or contractor to participate in any state's DWD/MAID program while acting within the course and scope of his or her capacity as a hospice employee or contractor.

1. Hospice employees will notify the Executive Director/Administrator and/or the Director of Patient Care Services of the patient's intention to participate in DWD/MAID. The Executive Director/Administrator and/or the Director of Patient Care Services will notify the respective Compliance Officer.

2. The Case Manager will notify the attending physician and core members of the interdisciplinary group of the patient's intention to participate in DWD/MAID and initiate the DWD/MAID plan of care problem statement.

3. The patient will designate an attending physician, in accordance with the respective state's legal requirements. If the attending physician is a contract physician or an employee of the hospice that information should be included in the notification to the Compliance Officer and core members of the interdisciplinary group.

4. Physicians employed by or contracted with the hospice, including the hospice Medical Director, **may not** prescribe, order, prepare, or administer an aid-in-dying drug to the patient while acting within their role as a hospice employee or contracted physician.

5. Physicians employed by or contracted with the hospice, including the hospice Medical Director, **may not** sign the death certificate or participate in any documentation of the patient's death while acting within their role as a hospice employee or contracted physician.

6. The patient otherwise has the right to seek out an attending physician, who is not acting within his or her role as a hospice employee or contracted physician, to aid in the patient's participation in a state-sanctioned DWD/MAID program. This physician, who must not be acting within the scope of his or her role as a hospice employee or contractor, is solely responsible for satisfying all applicable state-specific DWD/MAID program laws, regulations, and/or reporting or documentation requirements, including (but not limited to): meeting all document and signature requirements for patient consent to participate in any state-sanctioned DWD/MAID program; completing the patient's death certificate; securing any consulting physician or mental health professional, as may be required under state law; satisfying any documentation requirements related to diagnosis, prognosis, and determination that the patient is qualified to give informed consent and has been properly counseled in accordance with state-specific requirements; and ensuring that any consulting physician or mental health professional has met all relevant state-specific obligations and documentation requirements.

7. Hospice employees and contractors will provide and maintain appropriate palliative care during the dying and bereavement process.

8. Hospice employees and contractors **will neither participate in nor assist** in the preparation and administration of the lethal medications associated with DWD/MAID process. Employees and contractors may be present to offer support and comfort to the patient and family in the normal course of hospice care.

9. Hospice employees and contractors have the right to refrain from participating in the care of a patient that has elected DWD/MAID for any reason and without consequence. If a hospice employee or contractor chooses to not participate, a replacement clinician will be identified as soon as possible.

# EXHIBIT 11

## Lease Agreement

# LEASE AGREEMENT

This Property Lease Agreement (this "Lease") is entered into as of the 24th day of January, 2024 by and between the Landlord and the Tenant hereinafter named. For purposes hereof, Landlord and Tenant may be collectively referred to herein as "parties" or individually as "party".

## ARTICLE 1 - DEFINITIONS AND BASIC LEASE PROVISIONS

| | | |
|---|---|---|
| **1.1** | **Landlord:** | Lomcevak Properties, LLC |
| **1.2** | **Landlord's Address:** | 1401 South Union Avenue, Suite B<br>Tacoma, WA 98405 |
| **1.3** | **Tenant:** | Bristol Hospice – Pierce, L.L.C. |
| **1.4** | **Tenant's Addresses:** | 206 North 2100 West, Suite 202<br>Salt Lake City, UT 84116<br>Attn: General Counsel<br><br>Copy to:<br>Blue Star CRE, LLC<br>1 Cowboys Way, Suite 300<br>Frisco, TX 75034<br>Attn: Bristol Hospice Lease Administration |
| **1.5** | **Additional Charges:** | All rental and other amounts payable under this Lease by Tenant, other than Minimum Guaranteed Rental. |
| **1.6** | **Commencement Date:** | February 1, 2024 |
| **1.7** | **Premises:** | Approximately 1,221 rentable square feet of space in the Property. Tenant shall have the right to re-measure the Premises after delivery and if the same differs from the foregoing square footage, the Minimum Guaranteed Rental and the Additional Charges shall be correspondingly adjusted. |

**1.8 Address of the Premises:** 1401 South Union Avenue, Suite A
Tacoma, WA 98405

**1.9 Lease Term:** The period beginning on the Commencement Date and ending on the last day of the thirty-six (36th) full calendar month after the Commencement Date, as may be extended further in accordance with the terms of this Lease.

**1.10 Lease Year:** The period beginning on the Commencement Date and ending on the last day of the twelfth (12th) full calendar month after the Commencement Date. The first Lease Year shall include the partial month, if any, at the commencement of the Lease Term if the Lease Term does not commence on the first (1st) day of a calendar month. Each subsequent Lease Year shall be the period of twelve (12) full calendar months commencing with the date following the last day of the preceding Lease Year and ending on the last day of the twelfth (12th) full calendar month thereafter.

**1.11 Minimum Guaranteed Rental:**

| Lease Year | $/sq. ft. | Monthly pmt. |
|---|---|---|
| Year 1 | $16.69 | $1,698.00 |
| Year 2 | $18.31 | $1,862.71 |
| Year 3 | $20.08 | $2,043.39 |

**1.12 Rent or Rental:** All Minimum Guaranteed Rental and Additional Charges due by Tenant hereunder, if any.

**1.13 Property:** The Property consisting of the existing buildings, parking areas, sidewalks, service areas and other improvements now existing or hereafter erected on the land located in the Tacoma, Pierce County, Washington, more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

**1.14 Site Plan:** The map outlining the Property and showing the Premises in relation thereto attached hereto as Exhibit "B" and made a part hereof for all purposes.

**1.15 Permitted Use:** General administrative office and any related

| | | |
|---|---|---|
| | | and/or ancillary use related to the foregoing. |
| **1.16** | **Tenant's Pro Rata Share:** | A fraction having as its numerator the total number of square feet contained in the Premises, as set forth in Section 1.7 and having as its denominator the total number of square feet contained in all rentable space in all buildings in the Property (whether or not actually leased) on the first of January for the relevant calendar year for which any calculation of Tenant's pro rata share is being made. The Landlord and Tenant stipulate, however, that as of the date hereof the Tenant's Pro Rata Share is 25%, and in no event shall be greater during the Lease Term, as may be extended. |
| **1.17** | **Construction of Definitions:** | Each of the foregoing definitions and basic provisions shall be construed in conjunction with and limited by the references thereto in the other provisions of this Lease. If there is any conflict between any of the Lease Provisions in this Article 1 and any other provisions of this Lease, the latter will control. |
| **1.18** | **Prorated Rent:** | In the event the Commencement Date is a date other than the first day of a calendar month, rent shall be prorated for such fractional period of any partial month in which Tenant occupies Premises.<br><br>Each of the foregoing definitions and basic provisions shall be construed in conjunction with and limited by the references thereto in the other provisions of this Lease. If there is any conflict between any of the Lease Provisions in this Article 1 and any other provisions of this Lease, the latter will control. |

## ARTICLE 2 - TERM

**2.1** Written Declaration/Memorandum of Lease. If the Commencement Date is a date other than the Commencement Date in Article 1.06 of this Lease, both parties agree, not later than ten (10) days following the request of either party, the other party shall execute and deliver to the requesting party, without charge, a written declaration/memorandum of lease, in recordable form, reasonably satisfactory to the requesting party: (i) ratifying this Lease; (ii) confirming the commencement and expiration dates of this Lease; (iii) certifying that Tenant is in occupancy of the Premises and the date Tenant commenced operating Tenant's business therein; and (iv) that all

conditions under this Lease to be performed by Landlord have been satisfied, except such as shall be stated otherwise.

**2.2** Demise of Premises. Landlord hereby demises and leases to Tenant, and Tenant hereby takes from Landlord, the Premises. Landlord further agrees that if Tenant shall perform all of the covenants and agreements herein required to be performed by Tenant, Tenant shall, subject to the terms of this Lease, at all times during the continuance of this Lease have peaceful and quiet possession of the Premises. Landlord represents and warrants to Tenant that Landlord's mortgagee (if applicable), and any other party with the right to approve this Lease, have each approved this Lease, and Landlord hereby agrees to promptly reimburse Tenant for all costs and expenses (including, without limitation, attorneys' fees and those costs incurred with Tenant's Work) incurred by Tenant pursuant to this Lease if Landlord's mortgagee and/or any other party with the right to approve this Lease objects to this Lease after execution hereof by Landlord and Tenant.

**2.3** Early Occupancy. Tenant shall be entitled to early occupancy of Premises for installation of furniture, fixtures, cabling, equipment and general set up ("Early Occupancy"). Such Early Occupancy of Premises shall be subject to applicable terms and conditions of this Lease, other than the obligation to pay Base Rent and additional rent. During such Early Occupancy, Tenant shall not materially interfere with or delay completion of the Tenant Improvements. Early Occupancy of Premises shall not advance the expiration date of this Lease.

**2.4** Early Termination. Tenant shall have the right to terminate this Lease by giving Landlord at least three (3) months' written notice of such termination. This Lease shall terminate on the last day of the third (3rd) month after giving such notice of termination, unless the termination notice designates another day which is more than three (3) months from the date of notice when the Lease shall terminate on such designated date. All Rent and other charges due under the Lease shall be prorated through the effective date of termination and Tenant shall promptly pay any of said sums to Landlord.

## ARTICLE 3 - INTENTIONALLY OMITTED

## ARTICLE 4- RENTAL

Tenant shall pay to Landlord Minimum Guaranteed Rental in monthly installments (on the first day of each month that Minimum Guaranteed Rental is due) in the amounts specified in Section 1.11 for the Lease Term.

## ARTICLE 5 - COMMON AREA

**5.1** Use and Regulation of Common Area. The term "Common Area" is defined for all purposes of this Lease as that part of the Property intended for the common use of all tenants, including other facilities (as such may be applicable to the Property) parking areas, private streets and alleys, landscaping, curbs, loading areas, sidewalks, malls and promenades (enclosed or otherwise), lighting facilities, drinking fountains, meeting rooms, public toilets, Property signs, service areas, common utility lines, pipes and conduits and the like, but excluding space in buildings (now or hereafter existing) designed for rental for commercial purposes, Landlord's management office, utility rooms, storage spaces and out parcels located in the Property or on the

Property , the roof of the Property, as the same may exist from time to time, and further excluding streets and alleys maintained by a public authority. Tenant, and its employees and customers, and when duly authorized pursuant to the provisions of this Lease, its subtenants, licensees and concessionaires, shall have the non-exclusive right to use the Common Area as constituted from time to time, such use to be in common with Landlord, other tenants of the Property and other persons permitted by Landlord to use the same.

**5.2** Restrictions on Landlord's Alterations or Additions to Common Area. Notwithstanding anything contained to the contrary in this Lease, the Landlord shall not undertake or allow the following actions or changes to be made without the prior express written consent of the Tenant: (a) the alteration of the location or dimensions of the Common Area, the Property or any buildings or improvements located thereon that would materially interfere with or obstruct access to or visibility of the Premises from any road or highway; (b) the reduction of the parking ratio of the Property below that ratio required by law; or (c) add any additional stories onto the existing building of the Property in which the Premises are located.

**5.3** Maintenance of Common Area. Landlord shall be responsible for the good and safe operation, management, and maintenance of the Common Area, and Landlord shall maintain the Common Area in good, attractive and safe condition during the Lease Term.

**5.4** Common Area Costs. The term "Common Area Costs", as used herein, means all reasonable costs and expenses of every kind and nature which may be paid or incurred by Landlord during the Lease Term in operating, managing, policing, equipping, lighting, repairing, replacing and maintaining the Common Area. As used herein, the term "Taxes" shall refer to all general real estate taxes, special assessments, and governmental charges levied or assessed against the Property for each real estate tax year. As used herein, the term "Insurance Premiums" shall mean the total annual insurance premiums and other charges for all insurance policies maintained by Landlord, from time to time, for or with respect to the Property or any part thereof, or any land, buildings or other improvements therein, including, fire and extended coverage, public liability, property damage, boiler, rental loss and other insurance in form and amount required by this Lease. For purposes of this Lease, Common Area Costs shall, for the purpose of this Lease, also include Taxes and Insurance Premiums.

Notwithstanding the foregoing, the following items shall be excluded from the calculation of Common Area Costs; Any part of Landlord's initial construction obligations; complete overlay or replacement of the entire or majority of the parking areas serving the Building (as opposed to repair or replacement of portions thereof from time to time); any other construction or alterations of the Common Areas (as defined below) undertaken by Landlord; or, payroll expenses, employee benefits; administrative overhead or salaries of Landlord, except for salaries and benefits of on-site maintenance and janitorial personnel. Real Estate Taxes; interest, points, fees and amortization; depreciation; principal payments of mortgage and other non-operating debts of Landlord; brokerage commissions; initial construction costs (including construction defects); attorney's fees and disbursements incurred in leasing space, enforcing leases or applying for a reduction in Real Estate Taxes; salaries and benefits and other compensation for any executive more senior than the manager of the Building; financing or refinancing costs; costs in connection with a transfer or sale of the Property, including transfer taxes; costs specifically reimbursed or obligated to be reimbursed by tenants or specifically included in the rents of tenants; preparation of space for tenant occupancy, including legal fees and brokerage commissions; lease concessions,

including rental abatements and construction allowances; expenses arising out of Landlord's negligence, willful misconduct, or breach of any law; other costs of successfully contesting Real Estate Tax assessments; costs of repairs or restoration covered by insurance (or should have been covered if such insurance had been maintained), condemnation or third parties; any increase in insurance premiums to the extent that such increase is caused or attributable to the use, occupancy or act of another tenant and any premiums for any insurance carried by Landlord which is not customarily carried by other reasonably prudent landlords in comparable first-class office buildings in the city in which the Property is located; ground rent or similar payments to a ground Lessor and the cost of consummating any ground lease; rentals for equipment ordinarily considered to be of a capital nature (such as elevators and HVAC systems); the cost of installing, operating and maintaining any commercial concessions operated by Landlord at the Property or of installing, operating and maintaining any specialty services, such as a cafeteria or dining facility, or an athletic luncheon or recreational club, or any theater or garage; organizational expenses associated with the creation and operation of the entity which constitutes Landlord and all general corporate overhead and general administrative expenses not related to the operation of the Property; overhead and profit increment paid to subsidiaries or other affiliates of Landlord for goods and services on or to the Property to the extent only that such overhead and profit increments exceeds the costs of comparable goods and/or services delivered or rendered by unaffiliated third parties or entities of similar skill, competence, stature and experience to Landlord, on a competitive basis; any charge for Landlord's excess profit taxes or similar taxes on Landlord's business; all additions to reserves including bad debts and rent loss reserves; legal and other related expenses associated with the enforcement of leases or the securing of defense of Landlord's title to the Property; the cost of any political or charitable contribution or donation; the cost of purchasing, installing and replacing art work at the Property; the cost of services that are not available to Tenant under the Lease or for which Tenant or any other tenant at the Property reimburses Landlord as a separate charge or that Landlord provides selectively to one or more tenants at the Property (other than Tenant), whether or not Landlord is reimbursed by such other tenant(s); the cost of any separate electrical meter Landlord may provide to any of the tenants in the building; costs relating to withdrawal liability or unfunded pension liability under the Multi-Employer Pension Plan act or similar law; expenses allocable directly and solely to the retail space at the Property, if any, and to any garage at the Property; costs incurred in connection with making any additions to, or building additional stories on, the building at the Property or its plazas, or adding buildings or other structures adjoining the building at the Property (which increases the square footage of the building at the Property), or connecting the building at the Property to other structures adjoining the building at the Property, including any tax reassessments resulting therefrom; above-market management and independent contractors' fees paid to Landlord's affiliates; advertising and promotional expenses and dues paid to trade associations and similar expenses; any cost or expense related to removal, cleaning, abatement or remediation of Hazardous Substances or asbestos in or about the Property, including Hazardous Substances in the ground water or soil; the initial cost of tools and small equipment used in the operation and maintenance at the Property; the initial cost or the replacement cost of any permanent landscaping or the regular landscaping maintenance for any property other than the Property; capital expenditures [except the following may be included: the cost of any capital improvement to the extent such capital improvement (i) is reasonably necessary to comply with insurance requirements or legal requirements that are imposed on all buildings of similar age, type, location and construction or (ii) reduces Operating Expenses. To the extent such cost is required to be capitalized for federal income tax purposes, it shall be amortized on a straight-line basis over the its useful life utilized for federal income tax purposes, and only annual amortization of such improvement shall be included in Operating Expenses for the relevant

Operating Expense Year. Any capital improvement reducing Operating Expenses shall also be amortized as provided above except the cost included in Operating Expenses shall be the lesser of the reduction in Operating Expenses for the relevant Operating Expense Year or such annual amortization (except the balance of the lease term would be the useful life); expenses incurred by Landlord in discharging any repair obligations or other obligations of Landlord specifically provided for under the lease (including, without limitation, under the "Repairs" provisions hereof) [or under any other lease in the Building]; any other customarily excluded expenses.

No costs or expenses incurred in connection with the ownership, maintenance or operation of any facilities located other than within the legal description of the Building shall be treated as an operating expense for determination of the Operating Expenses as that term is used herein.

In addition to the Minimum Guaranteed Rent and other charges prescribed in this Lease, Tenant shall pay to Landlord Tenant's Pro Rata Share of Common Area Costs. Tenant shall make such payments to Landlord monthly, in advance. Such monthly payments shall be based upon the Landlord's good faith estimate of the annual Common Area Costs, payable in advance but subject to adjustment after the end of each calendar year during the Lease Term on the basis of the actual Common Area Costs for such calendar year. For the first Lease Year, the Common Area Costs are estimated to be $4.80 per square foot per year, ($1.20 per square foot per year for Taxes, $1.20 per square foot per year for Insurance Premiums and $2.40 per square foot per year for the remaining Common Area Costs) or a total of $453.00 per month. Following the end of each calendar year (and before January 31 of such year) occurring during the Lease Term, Landlord will give Tenant written notice of the total amount paid by Tenant for the relevant calendar year together with the actual amount of Tenant's Share of Common Area Costs for such calendar year. If the actual amount of Tenant's Share of such Common Area Costs with respect to such period exceeds the aggregate amount previously paid by Tenant with respect thereto during such period, Tenant shall pay to Landlord the deficiency within thirty (30) days following notice from Landlord. If, however, the aggregate amount previously paid by Tenant with respect thereto exceeds Tenant's Share of such Common Area Costs for such period, then, at Tenant's election, such surplus (net of any amounts then owing by Tenant to Landlord) shall be credited against the next ensuing installment of Common Area Costs due hereunder by Tenant, or shall be refunded to Tenant within Thirty (30) days of Tenant's written request. In the event Landlord shall not provide the above referenced reconciliation within said thirty (30) day period, Landlord waives any and all rights to demand any additional payment for Tenant's share of Common Area expenses for the prior calendar year. Notwithstanding anything to the contrary herein, in no event shall Tenant's share of Common Area Costs increase during the Lease Term hereof and thereafter by more than 3% over that of the first Lease Year.

Tenant shall have the right, from time to time, but not more often than two times per year, examine, inspect or audit the books and records of Landlord, at Landlord's office, relating to Tenant's Pro Rata Share of Common Area Costs (including but not limited to Taxes and Insurance Premiums) or any other charges under the Lease. If, as a result of an examination, inspection or audit of Landlord's books and records, the amounts shown on any invoices, bills, statements or demands submitted by Landlord are found to be incorrect, Tenant shall promptly pay to Landlord any deficiency or Landlord shall promptly refund to Tenant any overpayment, as the case may be, which is established by such examination, inspection or audit.

## ARTICLE 6 - USE

**6.1** Use of Premises. The Premises may be used only for the purpose or purposes specified in Section 1.15 above, and for no other purposes without the prior written consent of Landlord, which shall not be unreasonably withheld. In the event request is made for use of Premises for other purposes and no response is rendered within thirty (30) days of request, the same shall be deemed consent. Landlord acknowledges and affirms that permitted use, as set forth herein, is consistent with and permitted under Property use and such use may be lawfully exercised in Property. Specifically, Landlord represents hereunder that the use of Premises for general administrative and office function and any related and/or ancillary service as set forth in 1.15 above, are permitted uses under the Lease and are in compliance with applicable land use and zoning laws, rules and regulations, as well as any requirements or restrictions as pertain to building (Property) in which Premises is located. In the event, said use is not permitted due to legal, regulatory, or Property restrictions, the same shall constitute a default hereof by Landlord.

**6.2** Continuous Operation. Tenant shall conduct its business in or on Premises continuously during the Lease Term hereof during such days and hours as determined by Tenant at its sole discretion, and such days and hours may be changed or modified from time to time at Tenant's discretion.

**6.4** Disposal of Trash. Tenant shall keep Premises neat, clean and materially free from dirt or rubbish at all times, and shall store all trash and garbage within the Premises, arranging for the regular pick-up of such trash and garbage at Tenant's expense. Tenant shall not operate an incinerator or burn trash or garbage within the Property area.

**6.5** Compliance with Laws. Tenant shall procure, at its sole expense, any permits and licenses required for the transaction of Tenant's business in the Premises and otherwise comply with all applicable laws, codes, ordinances and governmental rules and regulations applicable to the business conducted on the Premises by Tenant. At all times during the Lease Term, Landlord covenants and agrees that, at Landlord's sole cost, expense and liability, Landlord shall comply (and shall cause the Property and the Premises to comply) with all laws, codes, ordinances and governmental rules and regulations relating to the Property and/or the Premises (to the extent not required or necessitated because of Tenant's specific business being conducted thereon) and with all recorded covenants, conditions and restrictions affecting or relating to the Property and/or the Premises, regardless of when they become effective, including, without limitation, all applicable federal, state and local laws, regulations or ordinances pertaining to air and water quality, hazardous or toxic material or substance, asbestos, waste disposal, and other environmental matters, all zoning and other land use matters, utility availability, and with any direction of any public officer or officers pursuant to law, which shall impose any duty upon the Landlord with respect to the Property and/or the Premises.

## ARTICLE 7 - MAINTENANCE AND REPAIRS

**7.1** Landlord's Obligations. Landlord shall keep the foundation, the structural members and portions of the Premises, the exterior walls and roof of the Premises and any and all utility service lines exterior to the Premises in good repair and working order, and shall at its sole cost and expense keep the Premises free of insects, rodents, vermin and other pests. Landlord shall additionally be responsible for any damages to plate glass, windows, doors, door and window frames, exterior openings, store fronts, signs, systems, etc. caused by a failure of or latent defect

in the foundation, soil, roof, exterior walls or structural portions of the Premises. Landlord, however, shall not be required to make any repairs occasioned by the act or negligence of Tenant, its agents, contractors, employees, subtenants, licensees, concessionaires and invitees; and the provisions of the previous sentence are expressly recognized to be subject to the provisions of Articles 12 and 13 of this Lease. In the event that the Premises should become in need of repairs required to be made by the Landlord hereunder, Tenant shall give immediate written notice thereof to Landlord and Landlord shall commence such repairs promptly and shall complete same within a reasonable time, exercising due diligence with time of the essence. In the case where life, security or health of individuals is threatened or where the loss of property (including the Tenant's inventory, trade fixtures and equipment) is threatened or imminent, the Tenant may inform the Landlord and/or Landlord's agent, orally or in writing, and Landlord shall immediately commence such repairs and proceed to complete the same with due diligence and shall take necessary actions to ensure the Premises are reasonably safe and secure. Notwithstanding the obligations set forth in 7.2 below, Landlord shall ensure and is obligated hereunder, that all lighting, heating, air conditioning, plumbing and other electrical, mechanical and electromotive installation, equipment and fixtures, as well as all utility repairs in ducts, conduits, pipes and wiring in the Premises shall be in good working order as of the Commencement Date hereof. Notwithstanding anything to the contrary contained in this Lease, the Landlord hereby guarantees the good operation of the heating, ventilation and air conditioning system servicing the Premises (the "HVAC") for the term hereof, including but not limited to all maintenance and repairs necessary to maintain the HVAC in good and working order. Further, Landlord shall be responsible for the general repair and maintenance of HVAC units/systems and shall arrange for a duly qualified service contractor to inspect, adjust, and clean such units/systems and change filters thereof on a quarterly basis (collectively "HVAC Maintenance Services"). In addition, Landlord also hereby guarantees the good operation of the plumbing, electrical and mechanical systems servicing the Premises during the term hereof, including but not limited to all maintenance and repairs necessary to maintain said plumbing, electrical and mechanical systems in good and working order. Landlord shall be responsible for periodic basic upgrade of Premises due to normal wear and tear, such as repair and/or replacement of carpet and paint.

If any essential services (such as HVAC, passenger elevators if necessary for reasonable access, electricity or water) are interrupted, and the interruption does not result from the negligence or willful misconduct of Tenant, its employees, invitees, or agents, Tenant shall be entitled to an abatement of Rent. The abatement shall begin forty-eight (48) hours after the commencement of the interruption or when Tenant stops using the Premises or curtails such use because of the interruption, whichever is later. The abatement shall end when the services are restored; provided, however, that if any such interruption shall terminate and re-commence within a one (1) week period, the abatement shall be deemed to have continued as if such interruption had not terminated. Tenant shall have the option to terminate the Lease if the interruption unreasonably and materially interferes with Tenant's use or access to the Premises for at least a portion of ten (10) consecutive days; provided, however, such consecutive requirement shall be tolled if an interruption re-commences within a one (1) week period. To exercise this option, Tenant must give Landlord notice of the cancellation within ten (10) days from the end of the ten (10) consecutive day period.

**7.2** Tenant's Obligations. Other than the maintenance and repair to be performed by Landlord as set forth above, Tenant, at its sole cost and expense, will keep and maintain in good repair and working order and make all repairs to and perform necessary maintenance within and upon the Premises, including any systems and devices in the Premises that are not the Building's

base systems or devices (including, without limitation, telecommunications and computer systems), and all parts and appurtenances thereof, which are required in the normal maintenance, repair and operation of the Premises.

## ARTICLE 8 - ALTERATIONS

**8.1** Required Approval and Renewals. Except as otherwise provided herein, Tenant shall not make any alterations, additions or improvements to the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. In the event any request for alteration, addition or improvement is tendered to Landlord and Landlord has failed to respond within thirty (30) days of request, the same shall be deemed consented to by Landlord. Tenant may remove Tenant's trade fixtures, supplies, furniture and equipment not permanently attached to the Premises provided that such removal is made prior to twenty (20) days after the expiration of the Lease Term and Tenant promptly repairs all damage to and restores all surfaces of the Premises caused by such removal; provided, however, in the event a pool is in or on Premises, Tenant shall not be responsible for any restoration related to or incurred as a result of said pool. All other property at the Premises which is permanently attached or affixed to the floor, wall or roof of the Premises shall remain upon and be surrendered with the Premises upon the expiration or termination of the Lease Term.

**8.2** Construction by Landlord. Any construction work done by Landlord within the Premises shall be performed in a good and workmanlike manner and in compliance with all governmental laws and requirements. Landlord agrees that in making any alterations, additions, repairs or maintenance to the Premises or in exercising any right or complying with any duty under this Lease, Landlord shall not alter or modify the then existing ceilings, walls, floors, furr-down finishes in the Premises, or install any pipe, conduit, duct, wire or column that is not entirely contained in and covered by the then existing walls, floors, ceilings or furr-down finishes within the Premises.

**8.3** Liens. Tenant shall neither permit nor suffer any involuntary lien to be filed or affixed against the Premises or the Property, or any part thereof, and shall not voluntarily grant any lien or security interest therein or in Tenant's leasehold interest created by this Lease. In the event any such involuntary or voluntary lien, including, without limitation, any mechanic's lien, materialman's lien or tax lien, is filed and Tenant has not caused the same to be released and discharged of record within ninety (90) days after notice thereof, same shall constitute a default hereunder.

## ARTICLE 9- EXTERIOR CHANGES, SIGNS, PARKING AND SIDEWALKS

**9.1** Exterior Changes. Tenant shall not, without Landlord's prior written consent (a) make any changes to the exterior of the Premises, excepting only such door lettering or placards that are being customarily and normally used in connection with Tenant's business. Notwithstanding the foregoing, Landlord hereby consents to Tenant installing a sign on the exterior of the Premises that shall bear the Tenant's name (the size, color, design and location of the sign shall be acceptable to both parties in their reasonable discretion and shall meet all applicable sign codes). Furthermore, Landlord hereby consents to Tenant placing on the exterior doors of the Premises block lettering displaying the name of the Tenant and the suite number.

**9.2** Signage. Tenant shall be permitted to install signage upon the monument and Premises at its sole cost and expense, subject to Landlord's written approval, and provided that all signage is in compliance with all applicable city codes and ordinances.

**9.3** Parking. Landlord shall maintain Common Area parking in good working condition, free from material holes, encumbrances or other defects. Landlord shall maintain Common Area parking in full compliance with applicable laws. Landlord will make available to Tenant a minimum of four (4) parking spots per thousand square feet of rented space, of which Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord may, at its own discretion, change the location and nature of the parking spaces available to Tenant, its employees and invitees, provided that after such change, there shall be available to Tenant and its employees and invitees the same number of parking spots.

**9.4** Parking Lot and Sidewalks. Landlord shall maintain parking lot and sidewalk areas in good condition, free from material holes, encumbrances or other defects, and Landlord shall maintain Common Area parking and sidewalks in full compliance with applicable laws. Landlord shall be responsible for prompt snow and ice removal from Common Area parking and sidewalks.

## ARTICLE 10 - UTILITIES

**10.1** Facilities. Landlord agrees to cause to be provided and maintained the necessary mains, conduits and other facilities necessary to supply water, gas, electricity, telephone service, sewage service and other commonly available utilities to the Premises.

**10.2** Payment for Services. In the event that Landlord pays for utilities for the entirety of the Property, Landlord shall purchase the use of and pay for all charges for electricity, water, gas, telephone service, sewage service and other utilities furnished to the Premises, and Tenant shall pay on demand as Additional Rent Tenant's Pro-Rata share of such services. To the extent such services are billed directly, Tenant shall pay the provider of the services directly before such charges become past due. The Building has two (2) meters for electricity usage, and Tenant shall reimburse Landlord based on its Pro Rata Share within thirty (30) days of receipt of an invoice from Landlord.

**10.3** Interruption in Service. In the event that any of the utility services are interrupted to the Premises because of any act or omission by the Landlord or Landlord's agents, employees, licensees, invitees or contractors and such utility service(s) is not restored within a 24-hour period, the Tenant shall be entitled to an abatement of Rent for each day or portion of a day thereafter during which such utility service(s) is not reinstated.

## ARTICLE 11 - INSURANCE AND INDEMNITY

**11.1** Indemnity. Tenant and Landlord (the "Indemnifying Party," as the case may be) hereby agree to indemnify the opposite party and their respective principals, partners, shareholders, directors, affiliates, officers, employees, agents, contractors and attorneys (collectively, the "Indemnified Parties") and hold the Indemnified Parties harmless from any loss, liability, expense or claims arising out of damage or injury on account of any negligent or willful action or omission

by the Indemnifying Party, or its invitees, agents, contractors, employees, subtenants, assignees, licensees or concessionaires; and, without limiting the generality of the foregoing, the Indemnifying Party further covenants and agrees to indemnify and hold the Indemnifying Parties harmless from and against any penalty, damage or charge incurred or imposed by reason of any violation of law or ordinance by the Indemnifying Party. In the event of any action or claim against which any of the Indemnified Parties are entitled to indemnification hereunder, the Indemnifying Parties shall (i) immediately notify the Indemnified Party of the same; (ii) shall furnish the Indemnifying Parties with all relevant information concerning such action or claim, and (iii) shall undertake the defense of the Indemnified Parties at its expense with counsel reasonably acceptable to the Indemnified Parties. The indemnities contained herein are subject to the terms of Section 11.5 hereof.

**11.2** Tenant's Liability Insurance. Tenant shall procure and maintain throughout the Lease Term a policy or policies of insurance (or self insurance), at its sole cost and expense, insuring Tenant against all claims, demands or actions arising out of or in connection with Tenant's use or occupancy of the Premises, or by the condition of the Premises, the limits of such policy or policies to be in an amount not less than $1,000,000.00 combined single limit and shall be written by insurance companies (or under self insurance plan) duly authorized to conduct the business of insurance and Tenant any such policies shall name Landlord as additional named insured. Tenant shall obtain a written obligation on the part of each insurance company to notify Landlord at least thirty (30) days prior to cancellation of or any material change in such policies. Such policies or duly executed certificates of insurance shall be promptly delivered to Landlord and renewals thereof as required shall be delivered to Landlord at least thirty (30) days prior to the expiration of the respective policy terms. It is expressly agreed that Tenant's insurance obligations may be met through a blanket coverage insurance policy or through self insurance.

**11.3** Landlord's Liability Insurance. Landlord shall procure and maintain throughout the Lease Term a policy or policies of insurance, at its sole cost and expense, insuring Landlord and Tenant against all claims, demands or actions arising out of or in connection with the Property and the Common Area, or by condition of the Property, the limits of such policy or policies to be in an amount not less than $1,000,000.00 combined single limit and shall be written by insurance companies duly authorized to conduct the business of insurance. Landlord shall promptly deliver to Tenant evidence of such insurance upon request by Tenant from time to time.

**11.4** Landlord's Fire Insurance. Landlord's Fire and Flood Insurance. Landlord agrees to take out and maintain at all times during the Lease Term a policy of fire and extended coverage insurance on the Property improvements and if the Property is in a Special Flood Hazard Area (SFHA) Zone, in addition Landlord agrees to take out and maintain flood coverage on the Property improvements. Such policy(ies) shall contain a replacement cost endorsement. Any policy proceeds shall be used for the repair or replacement of the property damaged or destroyed unless this Lease is terminated under the other provisions hereof.

**11.5** Waiver of Subrogation. Landlord and Tenant hereby release each other and their respective agents, employees, partners, shareholders, officers and directors from any claims or actions for damage to any person or to the Premises or the Property that are caused by or result from risks insured or which could be insured under any insurance policies maintained or required to be maintained by the parties hereto under the terms of this Lease or in force at the time of any such damage. Landlord and Tenant each covenant and agree that no insurer shall hold any right

of subrogation against the other with respect to any such damage or loss. Each party shall cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery by way of subrogation against the other party in connection with any damage covered by any such policy.

## ARTICLE 12 - DAMAGE BY FIRE AND OTHER CAUSES

**12.1** Damage and Repair. In the event that any damage in excess of 50% or greater of the floor area of the Premises shall be damaged by fire or other casualty, or in the event the Premises cannot be repaired or restored fully within ninety (90) days of the casualty, then either Landlord or Tenant may terminate this Lease by providing at least thirty (30) days notice to the opposite party. In the event that Landlord is to undertake the repair and/or restoration of the Premises, Landlord shall cause such damage to be timely repaired, and the Premises to be restored to the condition in which the Premises were in immediately preceding such casualty (including the Landlord's Work). Landlord shall commence such repair, restoration and reconstruction within sixty (60) days after the occurrence of such fire or other casualty, and Landlord shall complete the same within a reasonable time thereafter (but in no event later than one hundred twenty (120) days from the date of the casualty), the Landlord diligently pursuing such repairs, restoration and reconstruction to completion. If Landlord fails to commence such restoration within the 60-day period, or faithfully perform its obligations hereunder, the same shall be an Event of Default and the Tenant shall have the right to terminate this Lease immediately by giving notice to the Landlord. Notwithstanding the foregoing, in the event that such fire or other casualty occurs within the last Lease Year during the Lease Term and Tenant elects not or is not able to extend the Lease Term further in accordance with "D" attached, neither party shall be required to repair, restore or reconstruct the Premises and either party shall have the right to terminate this Lease.

**12.2** Abatement of Rental. In the event that this Lease is not terminated after damage to the Premises or the Property buildings as provided herein, Minimum Guaranteed Rental shall be abated from the date of casualty through and including the date that is thirty (30) days after the date that the Landlord notifies Tenant that the Premises (including the Landlord's Work) have been repaired, restored and reconstructed and the Tenant's architect has certified the same in writing to Landlord and Tenant.

## ARTICLE 13 - EMINENT DOMAIN

**13.1** Taking of Premises. If (i) any portion of the floor area of the Premises or the buildings in the Property or (ii) any part of the Common Area that materially, adversely affects the parking or access to the Premises or the Property should be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or by private purchase in lieu thereof, this Lease shall, unless Landlord and Tenant agree otherwise in writing, terminate and the Rent shall be abated during the unexpired portion of the Lease Term, effective on the date physical possession is taken by the condemning authority.

**13.2** Award. All compensation awarded for any taking (or the proceeds of private sale in lieu thereof) of the Premises or Common Area shall be the property of Landlord, and Tenant hereby assigns its interest in any such award to Landlord; provided however, Landlord shall have no interest in any award made to Tenant for Tenant's moving and relocation expenses or for the

loss of Tenant's fixtures and other tangible personal property if a separate award for such items is made to Tenant.

## ARTICLE 14 - ASSIGNMENT AND SUBLETTING

**14.1** Except as permitted in this Article 14, Tenant shall not assign or in any manner transfer this Lease or any estate or interest therein, or sublet the Premises or any part thereof, or grant any license, concession or other right of occupancy of any portion of the Premises or mortgage, pledge, or otherwise encumber its interest in this Lease or in the Premises, without the prior written consent of Landlord, which such consent shall not be unreasonably withheld or delayed.

**14.2** Notwithstanding the foregoing, the following shall be considered to be permitted assignments or subleases under this Lease, and not events of default hereunder:

a. Any reorganization, merger or consolidation of affiliated entity of Tenant into a parent, subsidiary or sibling company; or

b. The transfer or sale of all or any portion of Tenant to any affiliated entity Tenant; or

c. The transfer or sale of all or any portion of the stock or assets of Tenant or its parent or holding company; or

d. The use of Premises for stated purpose as set forth in 6.1 above by tenant or its agents, employees or contractors.

## ARTICLE 15 - TAXES

**15.1** If the Premises shall be separately assessed for Taxes, then Tenant's Pro Rata Share of the Taxes shall be the amount of such separate assessment. During any year which shall be less than a full tax year, Tenant's Pro Rata Share of Taxes shall be prorated on a daily basis between the parties to the end that Tenant shall only pay for taxes attributable to the portion of the tax year occurring within the Lease Term.

## ARTICLE 16 - DEFAULT

**16.1** Events of Default. Each of the following events shall be deemed to be an Event of Default by Tenant under this Lease:

a. Tenant shall fail to pay any installment of Rent or any other obligation hereunder involving the payment of money when due hereunder and shall not cure such failure within thirty (30) days after written notice thereof to Tenant;

b. Tenant shall fail to comply with any term, provision or covenant of this Lease, other than as described in subsection [a] above, and shall not cure such failure within thirty (30) days after written notice thereof to Tenant; provided that if such failure cannot be reasonably cured within such 30-day period, Tenant shall not be in default if Tenant commences such cure within the 30-day period and completes the same with due diligence;

c. Tenant shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors;

d. Tenant shall file a petition under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar law or statute of the United States or any State thereof; or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant; and

e. A receiver or Trustee shall be appointed for the Premises or for all or substantially all of the assets of Tenant.

**16.2** Remedies. Upon the occurrence of any Events of Default, Landlord shall have the option to pursue any one or more of the following remedies upon written notice:

a. Terminate this Lease, in which event Tenant shall surrender possession of the Premises to Landlord, and if Tenant fails to do so, Landlord may enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, by force if necessary, without being liable for prosecution of any claim for damages therefore; and/or

b. Enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages therefore, with or without having terminated the Lease.

c. Exercise by Landlord of any one or more remedies hereby granted or otherwise available shall not be deemed to be an acceptance of surrender of the Premises by Tenant, whether by agreement or by operation of law, it being understood that such surrender can be affected only by the written agreement of Landlord and Tenant.

**16.3** Landlord's Right to Cure Defaults. If Tenant should fail to make any payment or cure any default hereunder within the time herein permitted, Landlord, without being under any obligation to do so and without thereby waiving such default, may make such payment and/or remedy such other default for the account of Tenant (and enter the Premises for such purpose), and thereupon Tenant shall be obligated, and hereby agrees, to pay Landlord, upon demand, all costs, reasonable expenses and disbursements incurred by Landlord in taking such remedial actions.

**16.4** Termination by Landlord. In the event Landlord elects to terminate this Lease by reason of an Event of Default, then notwithstanding such termination, Tenant shall be liable for and shall pay to Landlord the sum of all Rent and other indebtedness accrued to the date of such termination plus, as damages, an amount equal to the aggregate amount of the Rent and all other sums reserved hereunder for the remaining unexpired portion of the Lease Term (had this Lease not been so terminated by Landlord) less the then fair rental value of the Premises for such period.

**16.5** Termination of Tenant's Right to Possession. In the event Landlord elects to repossess the Premises without terminating the Lease, then Tenant shall be liable for and shall pay to Landlord all Rent and other indebtedness accrued to the date of such repossession, plus all Rent

and other sums required to be paid by Tenant to Landlord during the remainder of the Lease Term, diminished by any net sums thereafter received by Landlord through reletting the Premises during said period.

**16.6** Default by Landlord. In the event of any default by Landlord hereunder, except as otherwise provided herein, Tenant will give Landlord written notice specifying such default with particularity, and Landlord shall thereupon have thirty (30) days (or a shorter period if provided for herein) in which to cure such default or to commence to cure such default if any such default cannot be reasonably cured within such 30-day period, in which event Landlord shall prosecute such cure with diligence to a conclusion. Unless and until Landlord fails to so cure or proceed with diligence to cure any default after such notice, Tenant shall not have any remedy or cause of action by reason thereof. However, notwithstanding anything herein to the contrary, if Landlord fails to so cure or proceed with diligence to cure any default after such notice, then Tenant shall have the right (but not the obligation) to cure such failure, and Tenant may offset the costs Tenant incurs in so curing Landlord's failure against the Rent owing under this Lease.

**16.7** Cease to Occupy. Notwithstanding anything herein to the contrary, so long as Tenant is not in default of any of its obligations hereunder, including the obligation to pay Rent when due, Tenant may cease to occupy the Premises and remove its goods and property from the Premises, and such ceasing to occupy the Premises and removing its goods and property shall not be deemed an Event of Default.

## ARTICLE 17 – OPTION TO RENEW

**17.1** Tenant shall have the option to renew and extend the term of the Lease for one (1) renewal term of no less than two (2) years. Tenant shall provide Landlord with written notice of its intent to renew the Lease at least ninety (90) days prior to the expiration of the Lease Term hereof; otherwise, Tenant shall forfeit its right to renew the Lease, and the Lease shall terminate at the conclusion of the Lease Term, unless otherwise agreed to by Landlord in writing. Any renewal of the Lease shall renew the terms hereof, provided that the Minimum Rent during the renewal term shall be at then existing fair market rates.

## ARTICLE 18 - HOLDING OVER

**18.1** In the event Tenant remains in possession of the Premises after the expiration of this Lease and without the execution of a new lease, it shall be deemed to be occupying the Premises as a tenant at will at a rental equal to the Minimum Guaranteed Rent herein. In the event Tenant remains in possession of the Premises for more than six (6) months after the expiration of this Lease and without the execution of a new lease, it shall be deemed to be occupying the Premises as a tenant at will at a rental equal to one hundred ten percent (110%) of the Minimum Guaranteed Rent herein. In circumstances of any holdover as contemplated herein, the same shall be subject to all the conditions, provisions and obligations of this Lease insofar as the same are applicable to a tenancy at will. Tenant shall have the right to terminate this holdover upon thirty (30) days' notice to Landlord.

## ARTICLE 19 - NOTICES

**19.1** Wherever any notice is required or permitted hereunder such notice shall be in writing. Any notice required or permitted to be delivered hereunder shall be delivered by hand or nationally recognized overnight express service or sent by United States Registered or Certified Mail, adequate postage prepaid and, for purposes of the calculation of the various time periods referred to herein, shall be deemed received when delivered to the place for giving notice to a party referred to herein; in the case of delivery by hand or overnight express service or upon the earlier to occur of: (i) actual receipt as indicated on the signed receipt, or (ii) three (3) days after posting as herein provided, in the case of delivery by mail in the manner provided above. All notices given hereunder shall be addressed to the parties hereto at their respective addresses set out in Sections 1.2 and 1.4 above or at such other addresses as they have theretofore specified by written notice.

## ARTICLE 20 - SUBORDINATION AND ATTORNMENT

**20.1** Subordination. Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter placed upon the Premises or the Property as a whole, and to any renewals and extensions thereof. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien hereafter placed upon the Premises or the Property as a whole, and Tenant agrees upon demand to execute such further instruments subordinating this Lease as Landlord may request. Any such subordination, however, shall be on the express condition and shall include a binding attornment and nondisturbance agreement on the part of any holder of any mortgage covering in whole or in part the Property and the Premises, said agreement being for the benefit of Tenant and providing that so long as Tenant is not in default hereunder, no default under such mortgage and no proceeding to foreclose the same, exercise of any power of sale thereunder, or exercise of any other remedy provided for therein, will disturb Tenant's possession of the Premises under the Lease, and the leasehold interest of Tenant and Tenant's rights, privileges and benefits under the Lease will not be cut off or otherwise adversely affected thereby.

**20.2** Attornment. In the event any such mortgage or deed of trust is foreclosed, Tenant shall consider the purchaser at any foreclosure or trustee's sale to be the Landlord hereunder, and Tenant will attorn to the purchaser at any such sale and will recognize such purchaser as the owner and Landlord under this Lease, so long as such purchaser agrees to the nondisturbance agreement described herein.

## ARTICLE 21 - MISCELLANEOUS

**21.1** Relationship Between Parties. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of a partnership or joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant.

**21.2** Consent of Parties. Whenever either party is required hereunder to obtain the approval or consent of the other, the approving or consenting party shall not unreasonably withhold or delay such approval or consent.

**21.3** No Waivers. One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

**21.4** Force Majeure. Whenever a period of time is herein prescribed for action to be taken by either Landlord or Tenant, Landlord and Tenant shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes (not caused by such party), riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of a similar kind which are beyond the reasonable control of Landlord and/or Tenant, except that adverse financial or economic conditions shall not be included.

**21.5** Certifications. Each party, upon request of the other party, shall execute and deliver to the other party, in recordable form, a certificate stating that this Lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate also shall state the amount of Minimum Guaranteed Rental and the dates to which rent and other charges have been paid in advance, if any. The certificate shall also state whether or not, to the actual knowledge of the signer of such certificate, the other party is in default in performance of any covenant, agreement or condition contained in this Lease and, if so, specify each such default of which the signer may have knowledge. Failure to deliver the certificate within ten (10) days, after the same is requested, shall be conclusive upon the party failing to deliver the certificate for the benefit of the party requesting the certificate and any successor to the party requesting the certificate, that this Lease is in full force and effect and has not been modified except as represented by the party requesting the certificate. Notwithstanding anything to the contrary herein, neither party shall be obligated to execute more than three (3) such certificates in any Lease Year.

**21.6** Governing Law. The laws of the State of Washington shall govern the interpretation, validity, performance and enforcement of this Lease. If any provision of this Lease should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

**21.7** Attorneys' Fees. In the event of a dispute hereunder and either party institutes an action or proceeding against the other, the prevailing party in such action or proceeding shall recover reasonable attorneys' fees and court costs from the other.

**21.8** Successors. The terms, provisions and covenants contained in this Lease shall apply to, inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, assigns (when permitted under the terms of this Lease) and legal representatives, except as otherwise herein expressly provided.

**21.9** Entire Agreement. This Lease contains the entire agreement between the parties, and no agreement shall be effective to change, modify or terminate this Lease in whole or in part unless such is in writing and duly signed by the party against whom enforcement of such change, modification or termination is sought. Landlord and Tenant hereby acknowledge that they are not relying on any representation or promise of the other, except as may be expressly set forth in this Lease.

**21.10** Time of the Essence. It is understood and agreed that time is of the essence with respect to all time periods referenced herein.

**21.11** Compliance with Americans with Disabilities Act of 1990. Landlord shall comply with all laws, rules, and regulations in connection with the Americans with Disabilities Act of 1990, as amended (the "ADA"). If the ADA requires that action be taken with respect to Premises (including the Common Areas), including without limitation removing barriers and altering the Premises in accordance with the ADA Accessibility Guidelines, such action shall be promptly taken by Landlord, unless such action is required as a result of Tenant's change in its use of the Premises or as a result of a change in the ADA in which cases Tenant shall be responsible for the costs of such compliance. Tenant shall notify Landlord immediately upon receipt of an oral or written complaint or notice by an employee, customer, client, invitee, licensee, or governmental authority regarding a potential violation of the ADA. Each party shall indemnify and hold the other party harmless from and against any expense or liability (including reasonable attorney's fees) arising from the first party's failure to fully comply with this Section.

**21.12** Finality of Statements. Except as otherwise provided herein, all statements, reconciliations, billings, invoices and the like submitted by Landlord shall be conclusive and binding on Landlord unless such statements, reconciliations, billings or invoices are corrected in writing within one (1) year after the date of issuance. In no event may Landlord seek to collect from Tenant any claimed amounts under this Lease if Landlord has not submitted an invoice or billing for the same within one (1) year after the date the same should have been invoiced.

**21.13** Waiver of Jury Trial. It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other concerning any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, and/or any claim of injury or damage.

**21.14** Intentionally Omitted.

**21.15** Quiet Enjoyment. As long as Tenant is in compliance with this Lease, Tenant shall quietly enjoy Premises without hindrance or molestation by Landlord, subject to the terms, covenants and conditions of this Lease.

**21.16** No Brokerage Fees. The parties hereto agree that there are no brokerage fees owed hereunder, except for Blue Star CRE, L.L.C., which shall be paid solely by Landlord. Each party represents and warrants to the other party that it has incurred no other claims for brokerage commissions or finder's fees in connection with this Lease and agrees to indemnify the other party

against and hold the other party harmless from all liabilities arising from any such claims, including reasonable attorneys' fees.

EXECUTED as of the date all parties have executed this Lease as set forth below.

**LANDLORD:**

**LOMCEVAK PROPERTIES, LLC**

By: DocuSigned by: Jeff Chambers 0BEC5CEF7D2F440...
Name: Jeff Chambers
Title: President
Date: 1/24/2024

**TENANT:**

**BRISTOL HOSPICE – PIERCE, L.L.C.**

By: DocuSigned by: Alex Mauricio 7535F2EB86BA4AC...
Name: Alex Mauricio
Title: President/CEO
Date: 1/24/2024 | 2:42 PM MST

**EXHIBIT "A" — LEGAL DESCRIPTION**

[TO BE ADDED BY LANDLORD]

**EXHIBIT “B” — SITE PLAN**

[TO BE ADDED BY LANDLORD]

# EXHIBIT 12

## Pro Forma

# P & L and Assumptions

| Bristol Hospice - Pierce | | | | | | |
|---|---|---|---|---|---|---|
| | 2024 (CON approved 9/15/2024) | 2025 (certified 4/1/2025) | 2026 | 2027 | 2028 | Assumptions |
| Admissions | | 110 | 158 | 240 | 330 | Admissions from the Needs Study projection provided in Exhibit 6 |
| ADC | 0 | 18 | 26 | 40 | 55 | Patient days divided by 365 days (a full year) |
| Patient Days | - | 6,721 | 9,654 | 14,664 | 20,163 | Admissions multiplied by an average length of stay of 61.1 days per the Washington state need study. |
| Avg. Daily Rate | **$206** | **$206** | **$206** | **$206** | **$206** | This is the average 2023 daily rate of the current providers in Pierce County rates. This $206 comes from an average of providers in Pierce county utilizing proprietary HealthPivots repository data. |
| | | | | | | |
| **Revenue** | **$0.00** | **$1,038,394.50** | **$1,988,682.80** | **$3,020,784.00** | **$4,153,578.00** | |
| Medicare, Medicare HMO | $ - | $ 955,322.94 | $ 1,829,588.18 | $ 2,779,121.28 | $ 3,821,291.76 | Assumed this as 92% of revenue |
| Medicaid | $ - | $ 51,919.73 | $ 99,434.14 | $ 151,039.20 | $ 207,678.90 | Assumed this as 5% of revenue |
| Third Party Insurance | $ - | $ 31,151.84 | $ 59,660.48 | $ 90,623.52 | $ 124,607.34 | Assumed this as 3% of revenue |
| **Total Revenue** | **$ -** | **$ 1,038,394.50** | **$ 1,988,682.80** | **$ 3,020,784.00** | **$ 4,153,578.00** | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| **Deductions From Revenue** | | | | | | |
| Charity Care | $ - | $ 51,919.73 | $ 99,434.14 | $ 151,039.20 | $ 207,678.90 | Assumed this as 5% of revenue |
| Net Room and Board Expense | $ - | $ 10,383.95 | $ 19,886.83 | $ 30,207.84 | $ 41,535.78 | Assumed that 20% of our patients will be in a SNF and of that we will loose 5% to make the Skilled Nursing Facility whole (see additional notes on this below) |
| Bed Debt | $ - | $ 10,383.95 | $ 19,886.83 | $ 30,207.84 | $ 41,535.78 | Assumed this as 1% of revenue |
| **Net revenue** | **$ -** | **$ 965,706.89** | **$ 1,849,475.00** | **$ 2,809,329.12** | **$ 3,862,827.54** | |
| | | | | | | |
| **Expenses** | | | | | | |
| Advertising | $ 5,000.00 | $ 5,000.00 | $ 10,000.00 | $ 15,000.00 | $ 15,000.00 | Assumed $5,000 in 2024 and 2025, $10,000 in 2026 and $15,000 thereafter based upon other location experience |
| B & O Taxes | $ - | $ 19,729.50 | $ 37,784.97 | $ 57,394.90 | $ 78,917.98 | Estimated 1.9% of revenue |
| Depreciation and Amortization | $ 4,000.00 | $ 12,000.00 | $ 12,000.00 | $ 8,667.00 | $ 2,000.00 | Based off a 36 month flat line depreciate for $30,000 of IT equipment and 60 month depreciate for office equipment. Future computer purchases will be expensed, not capitalized. Future office equipment purchases are not planned but will be purchased as needed. |
| Dues and Subscriptions | $ 1,333.33 | $ 4,000.00 | $ 4,000.00 | $ 4,000.00 | $ 4,000.00 | Assumed to be 4,000 per year which is based upon our other hospice location cost |
| Education and Training | $ 500.00 | $ 1,500.00 | $ 1,500.00 | $ 1,500.00 | $ 1,500.00 | As part of the corporate overhead allocation the staff will have access to Relias an online training system, this additional amount of 1,500 year is for local in-services |
| Employee Benefits/Workers Comp | $ 23,080.90 | $ 122,283.68 | $ 147,283.58 | $ 195,488.17 | $ 235,373.70 | Employee Benefits is estimated to be 11% of wages. This is based of historical experience. This line also includes workers comp expense of 1.8% of wages as this is in line with our experience running hospice locations. |
| Equipment Rental (DME) | $ - | $ 43,686.50 | $ 62,749.70 | $ 95,316.00 | $ 131,059.50 | Estimated at $6.50 PPD |
| Information Technology/Computers | $ - | $ 3,360.50 | $ 4,826.90 | $ 7,332.00 | $ 10,081.50 | Estimated at $.50 PPD |
| Insurance | $ 433.33 | $ 15,600.00 | $ 15,600.00 | $ 15,600.00 | $ 15,600.00 | Assumed to be $1,300 per month insurance policy. This also includes property insurance. |
| Licenses and Fees | $ 3,343.00 | $ 1,416.63 | $ 1,564.61 | $ 1,714.92 | $ 1,879.89 | Assumed to be three items - (1) state license fee of $3,283 in year 1, $2,190 for 2025/2026, and $2,190 for 2027/2028; (2) Pierce County business license fee of $60 in 2024, $120 in 2025, $180 in 2026 & 2027; and (3) plus $0.03 per patient day for other licenses/fees |
| Medical Supplies | $ - | $ 24,128.39 | $ 34,657.14 | $ 52,643.76 | $ 72,385.17 | Estimated at $3.59 PPD |
| Payroll Taxes | $ 16,769.71 | $ 88,846.74 | $ 107,010.73 | $ 142,034.37 | $ 171,013.70 | Payroll Taxes are estimated to be 9.33% of wages in total. |
| Postage | $ - | $ 1,142.57 | $ 1,641.15 | $ 2,492.88 | $ 3,427.71 | Estimated at $0.17 PPD |
| Purchased Services: GIP and Respite Care | $ - | $ 20,767.89 | $ 39,773.66 | $ 60,415.68 | $ 83,071.56 | ADC is estimated at 2% of days so this cost is estimated at 2% of reveue |
| Purchased Services (utilities, other) | $ 4,400.00 | $ 4,800.00 | $ 4,800.00 | $ 4,800.00 | $ 4,800.00 | Estimated at $300 dollars a month for lease space and $100 for other services such as AR billing software and HR background checks. |
| Common area maintenance included in lease | $ 4,983.00 | $ 5,585.49 | $ 5,753.05 | $ 5,925.65 | $ 5,925.65 | $453 per month in year 1 per lease; assumed 3% inflation yearly |

| Bristol Hospice - Pierce | | | | | | |
|---|---|---|---|---|---|---|
| | 2024 (CON approved 9/15/2024) | 2025 (certified 4/1/2025) | 2026 | 2027 | 2028 | Assumptions |
| Building Rent or Lease | $ 18,678.00 | $ 22,191.00 | $ 24,336.00 | $ 26,695.88 | $ 26,695.88 | This is based off a Lease Payment of $1,698 for the first year with fixed escalators to $1,863 in year 2; $2,043 in year 3. Assumed 9.7% increase for any renewal periods. |
| Repairs and Maintenance | $ - | $ 1,344.20 | $ 1,930.76 | $ 2,932.80 | $ 4,032.60 | Assumed to be $0.20 per patient day |
| Salaries and Wages | $ 180,319.51 | $ 955,341.25 | $ 1,150,652.98 | $ 1,527,251.31 | $ 1,838,857.02 | Wages are based off bureau of Labor Statistics data for wages for Pierce County. |
| Office Supplies | $ - | $ 336.05 | $ 482.69 | $ 733.20 | $ 1,008.15 | Estimated at $0.05 PPD. |
| Telephone | $ - | $ 6,250.53 | $ 8,978.03 | $ 13,637.52 | $ 18,751.59 | Estimated at $.93 PPD |
| Travel-Mileage (patient care, other) | $ - | $ 26,884.00 | $ 38,615.20 | $ 58,656.00 | $ 80,652.00 | This is estimated from PPD's for each discipline from other locations. This averages $4 PPD. |
| Pharmacy | $ - | $ 43,686.50 | $ 62,749.70 | $ 95,316.00 | $ 131,059.50 | Estimated at $6.50 per patient day ("PPD"). |
| Overhead Allocation | $ - | $ 44,560.23 | $ 64,004.69 | $ 97,222.32 | $ 133,680.69 | This is the cost to oversee the company from the parent that is allocated to the business. This is estimated to be $6.63 PPD |
| Other costs | $ - | $ 3,360.50 | $ 4,826.90 | $ 7,332.00 | $ 10,081.50 | Estimated at $.50 PPD Includes smaller cost items such as laboratory/X-Ray, Drug screen costs, employee appreciation items, occasional dietary consultant, etc. |
| **Total General Expenses** | **$ 262,840.78** | **$ 1,474,441.64** | **$ 1,842,695.56** | **$ 2,492,770.36** | **$ 3,070,773.79** | |
| | | | | | | |
| | | | | | | |
| **Profit/(loss)** | **$ (262,840.78)** | **$ (508,734.76)** | **$ 6,779.44** | **$ 316,558.76** | **$ 792,053.75** | |

Pre-opening

We project our CON approval to occur mid-September 2024 with licensure occuring later in 2024 so we can admit patients in late 2024. We anticipate being certified and being able to bill for services by April 2025

Room and Board Expense

This deduction from revenue pertains to Medicaid patients residing in skilled nursing facilities ("SNF"). Instead of paying the SNF for these patients the state of WA will pay Bristol 95% of the Medicaid rate for that specific SNF. Bristol, in turn, will pay the SNF 100% of the Medicaid rate and then will bill the responsible party for their hospice services. This keeps the SNF whole in terms of revenue but Bristol will show a small loss as we receive less from the state than we will pay. For example, if the SNF was being paid $100 per day by the state for a Medicaid patient and that patient signs up for hospice services the SNF will now receive $0 from the state. The state will pay Bristol $95 per day and Bristol will pay the SNF $100 per day. We estimate that 20% of our total patient days will come from patients in SNF's. While Medicaid will pay for these room & board services in the SNF the majority of Bristol's payor mix will continue to be Medicare as Medicare will pay for the hospice service and Medicaid pays for the SNF stay.

# Capital Expense

**Bristol Hospice - Pierce**

**Schedule for Capital Expenses and Equipment**
**Pierce County, WA**

| | | |
|---|---|---|
| IT Equipment | $ | 30,000 |
| Furniture | | 10,000 |
| **Total** | **$** | **40,000** |

IT equipment for office installation of wiring plus computer/IPad purchases. Replacements will be expensed as needed. Office equipment not expected to need replacing prior to the period of this pro forma but will be replaced as needed and capitalized or expensed depending on cost.

# Balance Sheet

**Bristol Hospice - Pierce WA CON**

Balance Sheets

FYE 2024 - 2028

| | 12/31/2024 (pre-opening) | 12/31/2025 | 12/31/2026 | 12/31/2027 | 12/31/2028 |
|---|---|---|---|---|---|
| **ASSETS** | | | | | |
| Current Assets | | | | | |
| Cash | $ 9,219 | $ 29,923 | $ 36,640 | $ 52,933 | $ 21,125 |
| Inventory (supplies) | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 |
| Accounts Receivable (DSO=55 days) | - | 145,517 | 278,688 | 423,324 | 582,070 |
| **Total Current Assets** | **14,219** | **180,440** | **320,328** | **481,257** | **608,195** |
| Fixed and Other Assets | | | | | |
| Equipment | $ 40,000 | $ 40,000 | $ 40,000 | $ 40,000 | $ 40,000 |
| Less Acc. Depreciation | 4,000 | 16,000 | 28,000 | 36,667 | 38,667 |
| Net Equipment | 36,000 | 24,000 | 12,000 | 3,333 | 1,333 |
| **Total Fixed and Other Assets** | **36,000** | **24,000** | **12,000** | **3,333** | **1,333** |
| **Total Assets** | **$ 50,219** | **$ 204,440** | **$ 332,328** | **$ 484,590** | **$ 609,528** |
| **LIABILITIES AND NET ASSETS** | | | | | |
| Current Liabilities | | | | | |
| Accounts Payable (30 day terms) | $ 5,479 | $ 35,854 | $ 48,753 | $ 68,624 | $ 88,409 |
| Wages Payable (14 days of payroll unpaid) | 7,580 | 40,161 | 48,372 | 64,203 | 77,303 |
| Payable to Affiliates | 300,000 | 900,000 | 1,000,000 | 800,000 | 100,000 |
| **Total Current Liabilities** | **313,060** | **976,016** | **1,097,124** | **932,827** | **265,711** |
| Long-Term and Other Liabilities | | | | | |
| **Total Long-Term and Other Liabilities** | **313,060** | **976,016** | **1,097,124** | **932,827** | **265,711** |
| **Equity** | | | | | |
| Retained Earnings | - | (262,841) | (771,576) | (764,796) | (448,237) |
| Other: Current Earnings | (262,841) | (508,735) | 6,779 | 316,559 | 792,054 |
| **Total Equity** | **(262,841)** | **(771,576)** | **(764,796)** | **(448,237)** | **343,816** |
| **Total Liabilities and Equity** | **$ 50,219** | **$ 204,440** | **$ 332,328** | **$ 484,590** | **$ 609,528** |
| | - | - | - | - | - |

☑ ☐

# Employee Detail

**Bristol Hospice - Pierce**

| Staff | 2024 (Pre-opening) | | | | | 2025 (certified 4/2025) | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | FTE | Hourly Wage | Contracte | Hourly Wa | Total Wages | FTE | Hourly Wage | Contracted | Hourly Wag | Total Wages |
| Registered Nurse | 1.00 | $ 50.74 | | | $ 26,384.80 | 2.60 | $ 50.74 | | | $ 274,874.20 |
| Registered Nurse-PRN | 0.02 | $ 50.74 | | | $ 507.40 | 0.05 | $ 50.74 | | | $ 5,286.04 |
| Nurse Practitioner | 0.00 | $ 67.26 | | | $ 64.68 | 0.05 | $ 67.26 | | | $ 6,440.23 |
| Hospice Aide (CNA) | 1.00 | $ 18.81 | | | $ 9,781.20 | 3.00 | $ 18.81 | | | $ 117,428.00 |
| Executive Director | 1.00 | $ 72.84 | | | $ 50,502.40 | 1.00 | $ 72.84 | | | $ 151,507.20 |
| Medical Director | | | | | $ 8,250.00 | | | | | $ 31,548.22 |
| Director of Nursing Services | 1.00 | $ 67.26 | | | $ 46,633.60 | 1.00 | $ 67.26 | | | $ 139,900.80 |
| Business/Clerical | 1.00 | $ 26.44 | | | $ 18,331.73 | 1.00 | $ 26.44 | | | $ 54,995.20 |
| Physical Therapist | | | 0.00 | $ 88.25 | $ 56.58 | | | 0.03 | $ 88.25 | $ 5,633.52 |
| Occupational Therapist | | | 0.00 | $ 81.25 | $ 52.09 | | | 0.03 | $ 81.25 | $ 5,186.68 |
| Speech Therapist | | | 0.00 | $ 78.82 | $ 50.53 | | | 0.03 | $ 78.82 | $ 5,031.41 |
| Medical Social Worker | 0.02 | $ 36.90 | | | $ 540.72 | 0.53 | $ 36.90 | | | $ 40,379.66 |
| Pastoral/ Other Counselor | 0.01 | $ 38.15 | | | $ 391.32 | 0.37 | $ 38.15 | | | $ 29,223.28 |
| Volunteer Coordinator | 0.01 | $ 26.44 | | | $ 169.51 | 0.23 | $ 26.44 | | | $ 12,658.31 |
| Bereavement Specialist | 0.01 | $ 26.44 | | | $ 271.21 | 0.37 | $ 26.44 | | | $ 20,253.30 |
| Hospice Liaison | 1.00 | $ 26.44 | | | $ 18,331.73 | 1.00 | $ 26.44 | | | $ 54,995.20 |
| **Total Staffing** | 6.08 | | 0.00 | | $ 180,319.51 | 11.19 | | 0.09 | | $ 955,341.25 |

| | 2024 * | 2025 ** | 2026 | 2027 | 2028 |
|---|---|---|---|---|---|
| **ADC** | 1 | 18 | 26 | 40 | 55 |

* 2024 ADC has 1st patient being admitted in November.

** 2025 ADC has enough patients to be surveyed in March and certified on 4/1/2025.

**Bristol Hospice - Pierce**

| Staff | 2026 | | | | | 2027 | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | FTE | Hourly Wage | Contracted | Hourly Wag | Total Wages | FTE | Hourly Wag | Contracted | Hourly Wage | Total Wages |
| Registered Nurse | 3.50 | $ 50.74 | | | $ 369,816.10 | 5.49 | $ 50.74 | | | $ 579,193.35 |
| Registered Nurse-PRN | 0.07 | $ 50.74 | | | $ 7,111.85 | 0.11 | $ 50.74 | | | $ 11,138.33 |
| Nurse Practitioner | 0.07 | $ 67.26 | | | $ 9,250.51 | 0.10 | $ 67.26 | | | $ 14,051.41 |
| Hospice Aide (CNA) | 4.00 | $ 18.81 | | | $ 156,690.00 | 5.59 | $ 18.81 | | | $ 218,611.16 |
| Executive Director | 1.00 | $ 72.84 | | | $ 151,507.20 | 1.00 | $ 72.84 | | | $ 151,507.20 |
| Medical Director | | | | | $ 36,369.26 | | | | | $ 44,605.21 |
| Director of Nursing Services | 1.00 | $ 67.26 | | | $ 139,900.80 | 1.00 | $ 67.26 | | | $ 139,900.80 |
| Business/Clerical | 1.00 | $ 26.44 | | | $ 54,995.20 | 1.00 | $ 26.44 | | | $ 54,995.20 |
| Physical Therapist | | | 0.04 | $ 88.25 | $ 8,091.79 | | | 0.07 | $ 88.25 | $ 12,291.32 |
| Occupational Therapist | | | 0.04 | $ 81.25 | $ 7,449.97 | | | 0.07 | $ 81.25 | $ 11,316.40 |
| Speech Therapist | | | 0.04 | $ 78.82 | $ 7,226.93 | | | 0.07 | $ 78.82 | $ 10,977.62 |
| Medical Social Worker | 0.76 | $ 36.90 | | | $ 57,999.88 | 1.15 | $ 36.90 | | | $ 88,101.08 |
| Pastoral/ Other Counselor | 0.53 | $ 38.15 | | | $ 41,975.25 | 0.80 | $ 38.15 | | | $ 63,759.88 |
| Volunteer Coordinator | 0.33 | $ 26.44 | | | $ 18,181.94 | 0.50 | $ 26.44 | | | $ 27,618.14 |
| Bereavement Specialist | 0.53 | $ 26.44 | | | $ 29,091.10 | 0.80 | $ 26.44 | | | $ 44,189.02 |
| Hospice Liaison | 1.00 | $ 26.44 | | | $ 54,995.20 | 1.00 | $ 26.44 | | | $ 54,995.20 |
| **Total Staffing** | 13.79 | | 0.13 | | $ 1,150,652.98 | 18.54 | | 0.20 | | $ 1,527,251.31 |

**ADC**

* 2024 ADC has 1st patient being admitted in November.

** 2025 ADC has enough patients to be surveyed in March and certified on 4/1/2025.

| Staff | 2028 | | | | | Assumptions |
|---|---|---|---|---|---|---|
| | FTE | Hourly Wa | Contract | Hourly Wa | Total Wages | |
| Registered Nurse | 6.68 | $ 50.74 | | | $ 705,363.29 | Start hire 10/2024, 1 Registered Nurse for every 12 ADC plus On Call staff to cover other patient needs |
| Registered Nurse-PRN | 0.13 | $ 50.74 | | | $ 13,564.68 | Start hire 10/2024, PRN nursing help to cover PTO nurses; 40 hours worked per year per each RN FTE in line above |
| Nurse Practitioner | 0.14 | $ 67.26 | | | $ 19,320.68 | Start hire 10/2024, .05 FTE Nurse Practitioner for every 20 ADC |
| Hospice Aide (CNA) | 7.42 | $ 18.81 | | | $ 290,466.80 | Start hire 10/2024, 1 CNA for every 10 ADC plus On Call staff to cover other patient needs |
| Executive Director | 1.00 | $ 72.84 | | | $ 151,507.20 | Start hire 9/2024, 1 Executive Director for the Program |
| Medical Director | | | | | $ 53,644.66 | Start hire 9/2024, IDTs every other week ($750 per meeting) if ADC less than 30, 1 per week if ADC is over 50; QAPI ($250 per meeting) is 1 quarterly meeting; face to face meetings ($250 per meeting) estimated at 20% of patients per month. |
| Director of Nursing Services | 1.00 | $ 67.26 | | | $ 139,900.80 | 1 Director of Nursing Services for the program |
| Business/Clerical | 1.00 | $ 26.44 | | | $ 54,995.20 | Start hire 9/2024, 1 Business/Clerical team member for the program |
| Physical Therapist | | | 0.09 | $ 88.25 | $ 16,900.57 | Start hire 10/2024, .05 FTE Physical Therapist for every 30 ADC |
| Occupational Therapist | | | 0.09 | $ 81.25 | $ 15,560.05 | Start hire 10/2024, .05 FTE Occupational Therapist for every 30 ADC |
| Speech Therapist | | | 0.09 | $ 78.82 | $ 15,094.22 | Start hire 10/2024, .05 FTE Speech Therapist for every 30 ADC |
| Medical Social Worker | 1.58 | $ 36.90 | | | $ 121,138.99 | Start hire 9/2024, 1 Medical Social Worker per 35 ADC |
| Pastoral/ Other Counselor | 1.10 | $ 38.15 | | | $ 87,669.83 | Start hire 9/2024, 1 Pastoral/Other Counselor for every 50 ADC |
| Volunteer Coordinator | 0.69 | $ 26.44 | | | $ 37,974.94 | Start hire 9/2024, 1 Volunteer Coordinator for every 80 ADC |
| Bereavement Specialist | 1.10 | $ 26.44 | | | $ 60,759.90 | Start hire 9/2024, 1 Bereavement Specialist for every 50 ADC |
| Hospice Liaison | 1.00 | $ 26.44 | | | $ 54,995.20 | Start hire 9/2024, 1 Hospice Liaison for the Program |
| **Total Staffing** | 22.85 | | 0.28 | | $ 1,838,857.02 | |

| ADC |
|---|

* 2024 ADC has 1st patient being admitted in November.

** 2025 ADC has enough patients to be surveyed in March and certified on 4/1/2025.

| Year | 2024 | 2025 | 2026 | 2027 | 2028 |
|---|---|---|---|---|---|
| ADC | 1 | 18 | 26 | 40 | 55 |
| Days | 204 | 6,721 | 9,654 | 14,664 | 20,163 |
| Registered Nurse | 1.00 | 2.60 | 3.50 | 5.49 | 6.68 |
| Registered Nurse-PRN | 0.02 | 0.05 | 0.07 | 0.11 | 0.13 |
| Nurse Practitioner | 0.00 | 0.05 | 0.07 | 0.10 | 0.14 |
| Hospice Aid (CNA) | 1.00 | 3.00 | 4.00 | 5.59 | 7.42 |
| Executive Director | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Medical Director | - | - | - | - | - |
| Director of Nursing Services | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Business/Clerical | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Physical Therapist | - | - | - | - | - |
| Occupational Therapist | - | - | - | - | - |
| Speech Therapist | - | - | - | - | - |
| Medical Social Worker | 0.02 | 0.53 | 0.76 | 1.15 | 1.58 |
| Pastoral/ Other Counselor | 0.01 | 0.37 | 0.53 | 0.80 | 1.10 |
| Volunteer Coordinator | 0.01 | 0.23 | 0.33 | 0.50 | 0.69 |
| Bereavement Specialist | 0.01 | 0.37 | 0.53 | 0.80 | 1.10 |
| Hospice Liaison | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| **Total Staffing** | **6.08** | **11.19** | **13.79** | **18.54** | **22.85** |

# EXHIBIT 13

## Medical Director Agreement

# MEDICAL DIRECTOR AND PHYSICIAN SERVICES AGREEMENT

THIS MEDICAL DIRECTOR AND PHYSICIAN SERVICES AGREEMENT ("Agreement") is entered into this 1ST day of January, 2024 ("Effective Date"); by and between **Dr. Kirsten Carr** ("Medical Director"); and **Bristol Hospice- Pierce Cty** (" Hospice") who will be a a duly-licensed healthcare provider upon successful application of Certificate of Need in Pierce County.

## RECITALS

WHEREAS, Hospice presently operates a Medicare-certified hospice at which the services of a qualified medical director are required; and

WHEREAS, Medical Director is qualified to act as a medical director for Hospice and provide physician services as described in this Agreement; and

WHEREAS, Hospice and Medical Director (each a "Party" and collectively "Parties") have determined that, by entering into this Agreement, Hospice can better meet the needs of current and prospective patients of Hospice.

[ ] This Document covers both Medical Director and Physician Services. If the box at the beginning of this paragraph IS marked, Medical Director will NOT BE PROVIDING PHYSICIAN SERVICES.

NOW, THEREFORE, in consideration of the mutual promises herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

## ARTICLE 1
## DEFINITIONS

1.1 "Attending Physician" shall mean the doctor of medicine or osteopathy legally authorized to practice medicine and surgery by the State or the nurse practitioner who meets the training, education, and experience requirements outlined in 1.1.1 herein, if permissible in the State, who is designated by the Patient, or such Patient's legal representative, at the time the Patient elects to receive hospice care, as having the most significant role in the determination and delivery of the Patient's medical care.

1.1.1 Nurse Practitioner Qualifications. For Medicare Part B coverage of his or her services, a nurse practitioner must be a registered professional nurse who is authorized by the State to practice as a nurse practitioner in accordance with State law, and must meet one of the following: (1) obtained Medicare billing privileges as a nurse practitioner for the first time on or after January 1, 2003, and meets the following requirements: (i) be certified as a nurse practitioner by a recognized national certifying body that has established standards for nurse practitioners. (ii) possess a master's degree in nursing or a Doctor of Nursing Practice (DNP) doctoral degree; (2) obtained Medicare billing privileges as a nurse practitioner for the first time before January 1, 2003, and be certified as a nurse practitioner by a recognized national certifying body that has established standards for nurse practitioners; or (3) obtained Medicare billing privileges as a nurse practitioner for the first time before January 1, 2001.

1.2 "CHAP" shall mean the Community Health Accreditation Program or such other accrediting organization with deemed status for Medicare program participation as is designated from time to time by the Governing Body.

1.3 "Consulting Physician Services" shall mean the one-time evaluation and counseling services furnished by Medical Director directly to a Medicare beneficiary who has been diagnosed as terminally ill, has not previously elected hospice care, and has not previously received the pre-election evaluation and counseling services.

1.4 "Interdisciplinary Group" shall mean those individuals designated by Hospice to provide or direct, coordinate and supervise the care and services offered by Hospice, as required by Conditions of Participation.

1.5 "Governing Body" shall mean the Governing Body of Hospice appointed in accordance with its Operating Agreement.

1.6 "Medical Director Services" shall mean the "Medical Director Professional Responsibilities" described in Exhibit A, which are furnished by the Medical Director to Hospice.

1.7 "Patient" shall mean an inpatient or outpatient of Hospice who is entitled and eligible to receive hospice services from Hospice.

1.8 "Physician services" shall mean physician services furnished directly to a Patient by Medical Director and billed by Hospice.

1.9 "Policies and Procedures" shall mean the written policies, procedures, regulations or other guidelines, however captioned, established by the Governing Body of Hospice or its designee from time to time for the operation and management of Hospice.

1.10 "State" shall mean the state in which Hospice is located and licensed.

## ARTICLE 2
## HOSPICE'S OBLIGATIONS

2.1 Responsibilities of Hospice.

2.1.1 Hospice shall be solely responsible for all activities necessary or required for the operation of a licensed and certified hospice in the State and under Medicare and Medicaid laws, rules and regulations and federal, state and local laws, rules and regulations. Hospice will provide hospice services to Patients admitted by Hospice according to Hospice's policies on acceptance of Patients for service.

2.1.2 Hospice, through its Administrator/Executive Director will provide Medical Director with an orientation to the hospice program as provided at Hospice, inclusive of the hospice philosophy. Additional informational materials will be provided, as needed, throughout the term of the Agreement. The Administrator/Executive Director of Hospice will be accessible to the Medical Director for matters related to the day-to-day implementation of this Agreement and will facilitate coordination and continuity of services to Patients. Hospice will assess the skills and competence of Medical Director, and, as necessary, provide in-service training and education programs where required, in accordance with Hospice's written policies and procedures describing its method(s) of assessment of competency, including education on infection control and drug management. Hospice will maintain a written description of the in-service training provided during the previous 12 months.

2.1.3 Hospice retains full authority for the patient admission process; patient assessment and reassessment; ensuring the proper review and revision of the plan of care; ensuring the coordination, supervision and evaluation of the patient care provided; the scheduling of visits or hours; and discharge planning. Hospice shall retain administrative and financial management and oversight of Medical Director and all services provided hereunder, to ensure the provision of quality care. Notwithstanding the foregoing, Medical Director shall not be relieved of his or her obligation to perform the specific responsibilities of Medical Director as set forth in this Agreement, including Exhibits A and B. Notwithstanding the above; Hospice shall not attempt to direct the medical care provided by Medical Director to Hospice patients; Hospice shall only admit a Patient on the recommendation of the Medical Director in consultation with, or with input from, the Patient's Attending Physician (if any); and prior to discharging a Patient for any reason listed in paragraph (a) of 42 CFR 418.26, Hospice must obtain a written physician's discharge order from the Medical Director (if such Patient has an Attending Physician involved in his or her care, this physician should be consulted before discharge and his or her review and decision included in the discharge note.)

2.1.4 Hospice will ensure the utilization of services and appropriateness and quality of medical direction in accordance with its quality assessment and performance improvement program. The Administrator/Executive Director of Hospice is responsible for the monitoring and control of services provided.

2.15 Hospice shall retain professional management responsibility to ensure that all services are (i) authorized by Hospice; (ii) furnished in a safe and effective manner by qualified personnel; and (iii) delivered in accordance with the patient's plan of care in all settings. Hospice shall retain responsibility for coordinating, evaluating and administering the hospice program, as well as coordinating the provision of services.

2.1.6 Hospice will provide Medical Director with any amendments to the Policies and Procedures, upon which the amended Policies and Procedures will become a binding part of this Agreement.

2.1.7 Hospice shall pay Medical Director as specified in Sections 3.3 and 3.4 of this Agreement.

**ARTICLE 3**
**MEDICAL DIRECTOR'S OBLIGATIONS**

3.1 Status and Membership. Medical Director represents, warrants and covenants that he or she will remain in full compliance with all of the following conditions continuously during the entire term of this Agreement. Failure of Medical Director to satisfy any or all of the following conditions will constitute grounds for immediate termination of this Agreement by Hospice.

3.1.1 Medical Director is and shall remain licensed as a doctor of medicine or osteopathy in the State without restriction or subject to any disciplinary or corrective action. Medical Director must be legally authorized in accordance with applicable Federal, State and local laws, and must act only within the scope of his or her State license during the term of this Agreement. In the event Medical Director is subject to proceedings that could lead to disciplinary action, in the sole discretion of Hospice, Hospice may suspend Medical Director from providing services under this Agreement, without compensation, during the pendency of such proceedings. In addition, to the extent reasonably requested by Hospice, Medical Director will maintain continuing medical education hours as required by applicable industry standards for Hospices; and have been appropriately tested for tuberculosis and other appropriate illnesses that, under current industry standards, are consistent with service as a Medical Director of a facility such as Hospice. Medical Director shall provide copies to Hospice of any current licenses, registrations, and/or renewals, upon execution of this Agreement and thereafter at any time upon Hospice's request.

3.1.2 Intentionally Blank.

3.1.3 Medical Director will abide by Hospice's Policies and Procedures; the applicable hospice laws, rules and regulations of the State and other applicable state, federal, local, CHAP and other applicable accrediting body laws, rules, regulations, and standards, including those related to the health and safety of patients; ethics and professional standards of the medical profession; the rules and regulations that are applicable to Hospice, including accreditation and certification (and recertification) requirements. Medical Director represents that he or she has appropriate expertise in the medical care of the terminally ill.

3.1.4 Medical Director has and shall maintain registration with the Drug Enforcement Administration ("DEA") and any applicable state agency without any limitation on Medical Director's authority to prescribe drugs under such registration and shall provide current proof of such registration upon Hospice's request.

3.1.5 Medical Director is and shall remain a participating Medicare and Medicaid provider without any restriction or limitation. Medical Director represents and warrants that he or she has never been excluded from participation in any federally funded health care program including, without limitation, Medicare, Medicaid or TRICARE nor has been convicted or found to have violated any federal or state fraud and abuse law or illegal remuneration law. Medical Director is and shall remain a participating provider for those third party payors designated by Hospice from time to time.

3.1.6 Medical Director has not and will not be listed by a federal agency as debarred, suspended or excluded from, or otherwise ineligible for, participation in federal procurement and non-procurement programs or federally funded health care programs. This is a continuing representation and Medical Director shall notify Hospice if Medical Director is no longer able to make such representation.

3.1.7 Medical Director shall remain eligible to work and access patients in accordance with all local, State and federal laws, rules, regulations and standards.

3.1.8 Medical Director shall comply with all local, State and federal laws, rules and regulations regarding health screenings and shall maintain compliance with same.

3.2 Duties and Responsibilities of Medical Director.

3.2.1 Medical Director will fulfill those specific responsibilities set forth on Exhibit A to this Agreement, the "Medical Director Professional Responsibilities," and Exhibit B to this Agreement, the "Consulting Physician or Physician Services." Hospice may amend Exhibits A and B from time-to-time when required to maintain Hospice's compliance with applicable laws, rules and regulations and the requirements of CHAP and other applicable accrediting bodies by providing a copy of an amended Exhibit A and Exhibit B to Medical Director, upon which the amended Exhibit A and/or Exhibit B will become a binding part of this Agreement.

3.2.2 Medical Director will devote such time and attention as is necessary to fulfill his or her duties and responsibilities, and obligations hereunder. Medical Director will be available for on–call consultation, assistance and decisions regarding patient care. Medical Director shall reasonably cooperate with Hospice to arrange coverage when he/she is unavailable, subject to Hospice's prior approval which shall not be unreasonably withheld, conditioned or delayed.

3.2.3 If requested by Hospice, in Hospice's sole discretion, Medical Director will cooperate with Hospice in identifying a qualified Associate Medical Director, who shall be acceptable to Hospice in Hospice's sole discretion. If Hospice elects to utilize an Associate Medical Director, Hospice will enter into a separate agreement with the Associate Medical Director.

3.2.4 Medical Director will work coordinate and work administratively with Hospice's Administrator/Executive Director, as the representative of Hospice, in the fulfillment of his/her day-to-day responsibilities under this Agreement.

3.2.5 Medical Director may serve as Attending Physician to Patients whom Medical Director refers to Hospice. Medical Director shall submit to Hospice written clinical notes describing the medical visits as Attending Physician within seven (7) days from the date of the medical visit to assist Hospice in meeting its legal obligations regarding record maintenance.

3.3 Medical Director Fees. Medical Director shall be compensated pursuant to this Section 3.3 for the provision of Medical Director Professional Responsibilities specified in this Agreement, assuming all timesheets and required documentation have been completed and submitted:

(a) Upon Medical Director completing his/her initial orientation and onboarding process, Medical Director shall be paid a one-time fee of $300.

(b) From and after Hospice admits its first patient, Medical Director shall be paid the following rates for each applicable task: Census up to 30 patients
   i. $750 for each Interdisciplinary Team (IDT) meeting attended by Medical Director.
   ii. $750 per week for each week that Medical Director is performing on-call services. Medical Director shall be on-call for 7 consecutive days followed by 7 consecutive days not on-call, in each case on a repetitive basis.

iii. $250 for each Quality Assurance and Performance Improvement (QAPI) meeting attended by Medical Director.

iv. $250 for each face to face visit conducted by Medical Director in compliance with all CMS requirements and applicable laws, rules and regulations including but not limited to 42 CFR 418.22.

Travel and other expenses are included within the compensation arrangement set forth in this Section 3.3, unless separately approved in writing by Hospice.

3.4 Consulting Physician and Physician Services Fees. As full payment for the Consulting Physician or Physician Services, Medical Director shall receive a [fee of 85% of each "Claim" (as defined below) submitted and paid]. "Claim" shall mean each request for payment submitted by Hospice to third party private and government payors for the Consulting Physician and Physician Services furnished by Medical Director on behalf of Hospice patients. All sums due to Medical Director for the provision of the Consulting Physician or Physician Services shall be due and payable on or before the fifth ($5^{th}$) day of each and every month during the term of this Agreement for all Consulting Physician and Physician Services provided during the immediately preceding month. Notwithstanding the foregoing, if the beneficiary's Attending Physician is also the Medical Director or a physician employee of Hospice, the Attending Physician may not provide nor may Hospice bill for this service because that physician already possesses the expertise necessary to furnish end-of-life evaluation and management, and counseling services.

3.5 Documentation. Medical Director shall accurately document Medical Director Services actually provided each month by Medical Director and follow all Hospice billing policies and procedures regarding same.

3.6 Governing Body Responsibility. Medical Director shall at all times be under the general administrative control and supervision of the Governing Body as to the end results (but not the manner and means) by which Medical Director Services are furnished at Hospice and for purposes of ensuring compliance with this Agreement. The Governing Body (or designated persons so functioning) assumes full legal authority and responsibility for the management of Hospice, the provision of all hospice services, its fiscal operations, and continuous quality assessment and performance improvement. Nothing in this Section 3.6 shall empower or require the Governing Body to direct or control the exercise of medical judgment by the Medical Director. Services shall be furnished in a safe and effective manner, and, when applicable, delivered in accordance with the patient's plan of care.

3.7 Confidential Information and Ownership. Medical Director recognizes and acknowledges that he will have access to certain confidential information of Hospice and that such information constitutes valuable, special and unique property of Hospice. Such information includes, but is not limited to, Hospice's Policies and Procedures, business and managed care arrangements and strategies, patient care procedures and policies and any specific forms or systems developed and used by or for Hospice. Medical Director will not, during or after the term of this Agreement, without the consent of Hospice disclose any such confidential information to any other person, firm, corporation, association, or other entity for any reason or purpose whatsoever except as may be ordered by a court or governmental agency or as may otherwise be required by law (provided that Hospice receives prior written notice of such disclosure and the Medical Director takes all reasonable and lawful actions to obtain confidential treatment for such disclosure and if possible, to minimize the extent of such disclosure). In the event of a breach or a threatened breach by Medical Director of the provisions of this paragraph, Hospice will be entitled to an injunction restraining Medical Director from disclosing in whole or in part any confidential information without the necessity of posting a bond or other security. Nothing herein will be construed as prohibiting Hospice from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of damages from Medical Director. In addition, any Confidential Information of Hospice developed in whole or in part by Medical Director, and any derivations thereof, will be the sole and exclusive property of Hospice. This provision shall survive the termination or expiration of this Agreement.

Upon the termination of this Agreement or at any time upon the request of Hospice, Medical Director shall promptly deliver to Hospice all confidential information and all correspondence, manuals, letters, notes, notebooks, reports or any other documents embodying or concerning confidential information in Medical Director's possession and destroy

or erase all other embodiments of confidential information under Medical Director's control, as directed by Hospice. This provision shall survive the termination or expiration of this Agreement.

3.8 Financial Obligation. Medical Director will incur no financial obligation on behalf of Hospice or for which Hospice will be responsible without prior approval of the Administrator/Executive Director.

3.9 Insurance. Throughout the term of this Agreement Hospice will maintain professional liability insurance in an amount no less than $1,000,000 per occurrence and $3,000,000 in the aggregate, so long as Medical Director remains qualified and eligible for same. This insurance will cover all of the Medical Director's professional activities as Medical Director, Consulting Physician and Physician Services under this Agreement but WILL NOT extend to any private medical practice, consulting or physician services of Medical Director unrelated to the responsibilities of Medical Director under this Agreement.
The insurance will provide coverage for claims that arise after termination of the Agreement with contracted provider for services provided on behalf of the named insured.

3.10 Records. All records of Medical Director Services, Consulting Physician or Physician Services shall be the property of Hospice. Originals of all records shall be maintained at Hospice. Copies of those records shall be made available to Medical Director, upon Medical Director's reasonable request, subject to applicable laws, rules and regulations. Medical Director shall maintain the confidentiality of all records, including patient records, and other documents generated or provided under this Agreement in accordance with all relevant state and federal laws, rules and regulations. This provision shall survive the termination or expiration of this Agreement.

3.11 Medical Director acknowledges that in the provision of his/her services as Medical Director, Consulting Physician or Physician Services, he/she may be acting as a "business associate" of Hospice for purposes of Hospice's compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996 as amended and related regulations ("HIPAA") and that, when Medical Director is acting as a business associate, the provisions of the Exhibit D, "Business Associate Agreement" will apply and Medical Director agrees to abide by all policies and procedures implemented by Hospice to ensure compliance with HIPAA and other patient privacy and confidentiality requirements of Hospice. This provision shall survive the termination or expiration of this Agreement.

3.12 Notifications. In addition to all other notification requirements in this Agreement, Medical Director shall immediately notify Hospice if any of the following events occur: (a) the occurrence of any of the circumstances described in this Agreement that entitle Hospice to terminate this Agreement; (b) Medical Director is the subject of any complaint or a disciplinary or other proceeding or action before any agency or board; (c) any threatened or proposed exclusion of Medical Director from any government program or any private insurance program, including, but not limited to, Medicare or Medicaid; and (d) all alleged violations involving mistreatment, neglect, or verbal, mental, sexual, or physical abuse, including injuries of unknown source, and misappropriation of patient property by anyone furnishing services on behalf of Hospice, to the extent that Medical Director has knowledge of such events.

## ARTICLE 4
## TERM AND TERMINATION

4.1 Term. The term of this Agreement shall be for one (1) year, commencing on the Effective Date and ending on one year following Effective Date ("Initial Term"). Thereafter, this Agreement shall renew automatically for additional one (1) year terms (each, a "Renewal Term"), unless either Party gives the other Party thirty (30) days prior written notice of its intent not to renew before the end of the Initial Term or a Renewal Term, as appropriate.

4.2 Terminations.

4.2.1 Immediate Termination for Cause. Notwithstanding Section 4.1, this Agreement may be terminated immediately by Hospice, upon notice to Medical Director, upon the occurrence of any of the following:

4.2.1.1 the dissolution, bankruptcy or liquidation of either Party;

4.2.1.2 the conviction of Medical Director of a felony or of any crime involving moral turpitude, or the institution of civil, criminal or administrative proceedings that could result in the exclusion of Medical Director from participation in the Medicare or Medicaid programs;

4.2.1.3 Hospice makes a good faith determination Medical Director's personal misconduct is of such a serious nature that his/her continued provision of Medical Director Services pursuant to this Agreement would create a substantial likelihood of injury or damage to the health or safety of any Patient;

4.2.1.4 If, in the determination of Hospice, Medical Director fails to maintain a good reputation or character, or fails to work harmoniously with others such that Medical Director is not able to provide the Medical Director Services in an efficient and orderly manner;

4.2.1.5 As expressly provided for in Section 3.1 or otherwise in this Agreement;

4.2.1.6 The cancellation, termination or non-renewal of any of Medical Director's insurances as required hereunder or by law, rule or regulation;

4.2.1.7 The death or disability of Medical Director. For purposes of this Agreement, the term "disability" shall mean Medical Director's inability to perform his or her duties under this Agreement with reasonable accommodation for three (3) consecutive months during the term of this Agreement due to illness, accident or other incapacity (but not including pregnancy) as determined in good faith by Hospice;

4.2.1.8 The revocation, suspension, limitation or restriction of Medical Director's participation in the Medicare or Medicaid programs;

4.2.1.9 Medical Director's failure to provide the notifications required by this Agreement; or

4.2.1.10 any other action or omission of Medical Director that Hospice deems to have a material adverse effect on the interests of Hospice.

4.2.2 Without Cause. After the Initial Term, either Party may terminate this Agreement without cause by providing the other Party with thirty (30) day advance written notice of the date of termination; provided, however, that if this Agreement is terminated by either Party pursuant to this Section 4.2.3, the Parties will not re-contract for the same services within one (1) year of such termination.

4.3 Termination Due to Change in Law. In the event there are substantial changes or clarifications to any applicable laws, rules or regulations that materially affect, in the opinion of either party's legal counsel, any party's right to reimbursement from third party payors or any other legal right of any party to this Agreement, the affected party may, by written notice to the other party, propose such modifications to this Agreement as may be necessary to comply with such change or clarification. Upon receipt of such notice, the parties shall engage in good faith negotiations regarding any appropriate modifications to this Agreement. If such notice is given and the parties are unable within 15 days thereafter to agree to appropriate modifications to this Agreement, either party may terminate this Agreement by providing notice to the other party. This provision shall not apply to those amendments made unilaterally by Hospice as authorized pursuant to Section 5.7 hereof.

4.4 Continuing Obligations. Notwithstanding the termination of this Agreement, the Parties shall be required to carry out any provision which contemplates performance by them subsequent to termination.

Termination shall not affect any liability or obligation which shall have accrued prior to such termination, including but not limited to, accrued but unpaid compensation. Following any termination of this Agreement, or notice thereof, the Parties shall fully cooperate with each other in all matters relating to the winding up of their pending work. Specifically, the Medical Director shall assist in the transition of care and shall complete all timesheets, patient records and other documentation required hereunder, by Hospice and by law, rule and regulation. This provision shall survive the termination or expiration of this Agreement.

## ARTICLE 5
## GENERAL PROVISIONS

5.1 Billing and Collection. All revenue and income resulting from services rendered by Medical Director pursuant to this Agreement, including the professional, technical and administrative charges associated with the provision of the Medical Director Services, Consulting Physician and Physician Services shall belong to and accrue to the benefit of Hospice. It is agreed that only Hospice will bill and receive any fees or charges for the Medical Director Services furnished to Patients by Medical Director. Medical Director shall not bill Medicare, Medicaid, or any other third party payor for any Medical Director Services, Consulting Physician and Physician Services provided to Patients pursuant to this Agreement. If deemed necessary by Hospice, Medical Director will execute a reassignment agreement under Medicare permitting Hospice to bill and receive payment from Medicare for services provided pursuant to this Agreement. Notwithstanding the foregoing, Hospice shall not bill or receive any fees or charges arising from physician services provided by Medical Director as Attending Physician to patients whom Medical Director refers to Hospice. This provision shall survive the termination or expiration of this Agreement.

5.2 Notices. All notices and other communication required or permitted to be given hereunder shall be in writing and shall be considered given and delivered when personally delivered to the Party, facsimile transmitted to the Party or delivered by courier or deposited in the United States mail, postage prepaid, return receipt requested, properly addressed to a Party at the address set forth below, or at such other address as such Party shall have specified by notice given in accordance herewith:

| **Hospice** | **Medical Director** |
|---|---|
| Bristol Hospice | Dr Kirsten Carr |
| 206 N 2100 W #202 | 5252 SW Idaho St. |
| Salt Lake City, UT 84116 | Portland, OR 97221 |
| Ginny.green@bristolhospice.com | Kirsten.carr@bristolhospice.com |

5.3 Independent Contractor. In the performance of all Medical Director Services, Consulting Physician or Physician Services pursuant to this Agreement, Medical Director is at all times acting as an independent contractor engaged in the profession and practice of medicine. Medical Director will employ his or her own manner, means and methods and exercise his or her own professional judgment in the performance of all Medical Director Services, Consulting Physician and Physician Services. Hospice will have no right of control or direction with respect to such manner, means, methods or judgments, or with respect to the details of Medical Director Services, Consulting Physician Services or Physician Services. The only concern of Hospice under this Agreement or otherwise is that, irrespective of the manner and means selected, such Medical Director Services, Consulting Physician Services or Physician Services will be provided in a competent, efficient and satisfactory manner in accordance with the terms and conditions of this Agreement. It is expressly agreed that Medical Director will not for any purpose be deemed to be an employee, agent, partner, joint venture, ostensible or apparent agent, servant, or borrowed servant of Hospice. In recognition of his/her status as an independent contractor, Medical Director will not have any claim against Hospice for vacation pay, sick leave, retirement benefits, social security, workers' compensation, disability or unemployment insurance benefits, or employee benefits of any kind and Hospice will not withhold for taxes from Medical Director's fees paid pursuant to Sections 3.3 and 3.4. Medical Director agrees to make all state and federal estimated or final tax payments due on account of said fees in a timely manner.

5.4 Indemnification. Medical Director shall, at his/her own cost and expense, pay, protect, indemnify, defend, and hold Hospice (and Hospice's trustees, officers, directors, contractors, employees, agents, subcontractors, invitees and/or affiliates) harmless, from and against all claims, causes of action, suits, demands,

liabilities, damages, penalties, injury, judgments, and costs and expenses, including reasonable attorneys' fees and court costs, which may be imposed upon, incurred by, or asserted against Hospice (and/or Hospice's trustees, officers, directors, contractors, employees, agents, subcontractors, invitees and/or affiliates) arising out of acts or omissions caused or contributed to by the negligence or willful misconduct of Medical Director or his/her representatives. This provision shall survive the termination or expiration of this Agreement.

5.5 Governing Law. This Agreement shall be construed, and the rights and liabilities of the Parties hereto determined, in accordance with the laws of the State. This provision shall survive the termination or expiration of this Agreement.

5.6 Arbitration of Disputes. Any controversy, dispute or disagreement arising out of, or relating to this Agreement or the breach thereof, shall be settled by arbitration in the State where the services are performed and, in accordance with the rules then existing of the American Health Lawyers Association, Alternative Dispute Resolution Rules, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. Such arbitration shall be binding and the expense and costs thereof shall be borne by each party as incurred; and following arbitration, the prevailing party shall be entitled to all costs incurred, including reasonable attorneys' fees. The foregoing shall not prevent either Party from seeking interim or equitable relief in a court to the extent provided for or otherwise appropriate under this Agreement.

5.7 Amendments. This Agreement may be amended only by a writing signed by both Parties setting forth the specific terms of such amendment, except as expressly provided otherwise herein. Amendments required by legislative, regulatory or other legal authority, as reasonably determined by Hospice, shall not require the consent of the Medical Director and shall be effective immediately upon Medical Director's receipt of notice of amendment from Hospice.

5.8 Waiver. A Party's failure, at any time or times hereafter, to require performance by the other Party of any provision of this Agreement shall not constitute a waiver or affect or diminish any right of the Party thereafter to demand such performance.

5.9. Intentionally Blank.

5.10 Headings. The paragraph headings contained in this Agreement are for reference purposes only and should not affect in any way the meaning or interpretation of this Agreement.

5.11 Records. Upon written request, for a period of up to six (6) years following the furnishing of services under this Agreement, either Party shall make available to the Secretary of the Department of Health and Human Services ("Secretary") or, upon request, to the Comptroller General of the United States, or any of their duly authorized representatives, the contract, books, documents and records of either Party that are necessary to certify the nature and extent of the services and costs hereunder. In addition, Hospice shall have the same rights of access during the term of this Agreement and for the six year period following termination. This provision shall survive the termination or expiration of this Agreement.

5.12 Private Practice of Medical Director. Nothing in this Agreement shall limit the ability of Medical Director to engage in the private practice of medicine, outside the scope of this Agreement; provided that Medical Director hereby acknowledges that, in the provision of such private practice of medicine, Medical Director shall not and shall not represent that he or she is providing such services on behalf of or at the direction of Hospice. Medical Director shall not make use of Hospice's resources for any professional activities outside the scope of this Agreement.

5.13 Entire Agreement. This Agreement constitutes the complete agreement of the Parties hereto with respect to the subject matter hereof and shall supersede and render null and void all prior and contemporaneous agreements between the Parties hereto regarding the subject matter hereof. All exhibits attached and referred to herein are fully incorporated by this reference into this Agreement.

5.14 Assignment. Medical Director shall not assign Medical Director's rights or delegate his or her duties or obligations of this Agreement, or any portion hereof, without the prior written consent of Hospice and, to the extent required, any applicable payor.

5.15 Third-Party Beneficiaries. There shall be no third-party beneficiaries to this Agreement.

5.16 Fair Market Value. The amounts to be paid by Hospice to Medical Director pursuant to this Agreement have been determined through good faith bargaining, in an arms length process, to be the fair market value of the Medical Director Services specified herein. No amount to be paid hereunder is intended to be a direct or indirect, covert or overt offer, inducement or payment for referrals of patients or services.

5.17 Severability. In the event that any provision of the Agreement is held to be unenforceable for any reason, the unenforceability of that provision will not affect the remainder of this Agreement, which will remain in full force and effect in accordance with its terms.

5.18 Legal Compliance. Nothing contained in this Agreement or in any other written or oral agreement between the Parties, or any consideration offered or paid in connection with this Agreement, contemplates or requires Medical Director or any physician to admit or refer any patients to Hospice as a precondition to receiving the benefits set forth. In the event that either Party reasonably determines that compliance with the terms of this Agreement by either party would pose a clear and present risk of causing a Party to violate an applicable law, rule or regulation of any kind, including but not limited to laws, rules and regulations relating to relationships between referral sources or relating to availability of reimbursement to Hospice from governmental payers, the Party will provide notice of the potential violation and proposed modifications to the Agreement to remediate the potential violation and for the fifteen (15) day period after the other party received the foregoing notice the Parties will negotiate in good faith for an appropriate amendment to this Agreement. If the parties are not able to agree within that time, either Party may terminate this Agreement immediately on written notice to the other party. Such notice shall not be deemed an admission by either Party that a violation of a law, rule, or regulation has occurred.

5.19 Access to Books and Records of Subcontractor. Upon the written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, the Medical Director will make available those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection will be available up to four (4) years after the rendering of such services. If the Medical Director carries out any of the duties of this Agreement through a subcontract with a value of $10,000 or more over a 12-month period with a related individual or Hospice, the Medical Director agrees to include this requirement in any such subcontract. This section is included pursuant to and is governed by the requirements of Public Law 96+99, Sec. 952 (Sec. 1861(v) (1) of the Social Security Act) and the regulations promulgated there under. No attorney-client, accountant-client or other legal privilege will be deemed to have been waived by Hospice or the Medical Director by virtue of this Agreement. Notwithstanding the foregoing, Medical Director shall not subcontract any of his or her rights or obligations hereunder without the prior written consent of Hospice. This provision shall survive the termination or expiration of this Agreement.

5.20 Criminal Background Check.

5.20.1 Hospice agrees that it will obtain or cause to be obtained, criminal background checks in accordance with state and federal requirements on all employees or contract personnel who have direct patient contact or access to patient information and may obtain other forms of verification, such as fingerprinting, in accordance with local, State and federal laws, rules and regulations. Hospice shall obtain a criminal background check on Medical Director in accordance with State and federal requirements and Medical Director shall cooperate in the completion of all criminal background check documentation requested by Hospice, shall be eligible to work with patients and shall not be found to have engaged in any improper or illegal conduct with the elderly or vulnerable individuals.

5.20.2 Medical Director agrees that he/she will obtain or cause to be obtained, criminal background checks in accordance with state and federal requirements on all Medical Director employees or contract personnel who have direct hospice patient contact or access to hospice patient records.

5.20.3 The parties agree that in the absence of state requirements, criminal background checks are to be obtained within three months of the date of employment for all states that the individual has lived or worked in for the past three years.

5.21 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

5.22 Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same instrument.

5.23 Nondiscrimination. In the performance of this Agreement, the Parties will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, age, religion, national origin or other protected class in any manner prohibited by federal, state or local laws, rules or regulations.

5.24 State Standards. The state specific requirements attached hereto as Exhibit C and incorporated herein by reference shall apply to the extent applicable to the State.

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IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the dates set forth below effective as of the date specified at the beginning of this Agreement.

MEDICAL DIRECTOR

Printed Name: Kirsten Carr, MD

Signature: [redacted]

Date: 1/15/2024

~~REGIONAL VP OF OPERATIONS~~ Division President

Printed Name: Ginny Green

Signature:

Date: 1/18/24

## EXHIBIT A
## MEDICAL DIRECTOR PROFESSIONAL RESPONSIBILITIES

1. Medical Director has overall responsibility for the medical direction of Hospice and has responsibility for the medical component of Hospice's patient care program.

2. Medical director, physician employees, and contracted physician(s) of Hospice, in conjunction with the Patient's Attending Physician, are responsible for the palliation and management of the terminal illness and conditions related to the terminal illness.

3. Medical Director shall supervise all physician and nurse practitioner employees and those under contract, of Hospice. All physician and nurse practitioner employees and those under contract with Hospice shall meet

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Medical Director Agreement with Addendumcs rev.2022

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MEDICAL DIRECTOR

Printed Name: _____

Signature: _____

Date: _____

REGIONAL VP OF OPERATIONS

Printed Name: _____

Signature: _____

Date: _____

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3. Medical Director shall supervise all physician and nurse practitioner employees and those under contract, of Hospice. All physician and nurse practitioner employees and those under contract with Hospice shall meet this requirement by either providing the services directly or through coordinating patient care with the Attending Physician. If the Attending Physician is unavailable, Medical Director, contracted physician, and/or Hospice physician employees are responsible for meeting the medical needs of the Patient.

4. Medical Director directs Hospice's quality assurance program and participates in all appropriate quality assurance activities and regularly apprises Hospice regarding same.

5. Medical Director participates in Hospice's Interdisciplinary Group, attends all Interdisciplinary Group meetings and participates in the annual evaluation.

6. Medical Director, along with Hospice's Interdisciplinary Group, in consultation with the Patient's Attending Physician, prepares a written plan of care for each Patient, which specifies the hospice care and services necessary to meet the Patient and family-specific needs identified in the comprehensive assessment as such needs relate to the terminal illness and related conditions. The plan of care must be periodically reviewed by the Attending Physician, Medical Director, and the Interdisciplinary Group of Hospice. The Interdisciplinary Group (in collaboration with the individual's Attending Physician, if any) will review, revise and document the individualized plan as frequently as the patient's condition requires, but no less frequently than every 15 calendar days. Medical Director and the Interdisciplinary Group will keep Hospice apprised of the patient's needs and condition.

7. Medical Director provides in-service education to Hospice associates as requested.

8. Medical Director participates in the development and implementation of Hospice policies and medical protocols, including but not limited to those regarding emergency preparedness.

9. Medical Director will consult and coordinate Patient care with Attending Physicians, including the establishment and maintenance of a plan of care for each Patient and in the review and updating of that plan at appropriate intervals.

10. Medical Director will, along with the Interdisciplinary Group generally, ensure that in addition to palliation and management of terminal illness and related conditions, the physical, medical, psychosocial, emotional, and spiritual needs of the Hospice Patients and families facing terminal illness and bereavement are also met.

11. Medical Director is responsible for the submission to Hospice of documentation of services provided as appropriate.

12. Medical Director will advise and/or assist in the resolution of concerns/conflicts involving physicians utilizing the services of Hospice.

13. Medical Director will review and sign, as appropriate, initial hospice certifications of terminal illness, and re-certifications as indicated. Medical Director or the physician designee approved by Hospice reviews

the clinical information for each Hospice Patient and provides written certification that it is anticipated that the Patient's life expectancy is 6 months or less if the illness runs its normal course. The physician must consider the following when making this determination: (1) The primary terminal condition; (2) Related diagnosis(es), if any; (3) Current subjective and objective medical findings; (4) Current medication and treatment orders; and (5) Information about the medical management of any of the Patient's conditions unrelated to the terminal illness. Before the recertification period for each Patient, Medical Director or the physician designee approved by Hospice must review the Patient's clinical information. The foregoing shall be subject to all applicable local, state and federal rules, laws and regulations and the Conditions of Participation.

14. Medical Director will keep abreast of local, State and Federal rules, regulations, policies and procedures which affect the provision of patient care services by Hospice and take reasonable steps to ensure compliance with such rules, regulations, policies and procedures. Medical Director will maintain current knowledge of the latest research and trends in hospice care and pain/symptom management. Medical Director will cooperate with Hospice to ensure ongoing Hospice compliance with all applicable State licensure laws, and Federal and State certification and accreditation requirements and perform such other services as are required for maintenance of necessary Hospice licenses, certifications and accreditations.

15. Medical Director will perform such other responsibilities as are, in the judgment of the Governing Body or its designee, reasonable and required of or appropriate for a Hospice medical director under applicable laws, rules and regulations, payer contracts or conditions of participation, and/or CHAP and other applicable accreditation body standards or requirements.

**EXHIBIT B**
**CONSULTING PHYSICIAN OR PHYSICIAN SERVICES RESPONSIBILITIES**

1. At the written request or referral of the Attending Physician or other appropriate source, Medical Director will provide Consulting Physician and Physician Services which may include, as appropriate:

(a) Evaluating the individual's need for pain and symptom management;

(b) Counseling the individual regarding hospice and other care options;

(c) Advising the individual regarding advanced care planning; and

2. Medical Director will document the written request or referral for the Consulting Physician and/or Physician Services by the Attending Physician or other appropriate source in the Patients' medical record.

3. If the services are initiated by the beneficiary, Hospice will maintain a record of the services and documentation that communication between the Medical Director or physician and the beneficiary's physician occurs, with the beneficiary's permission, to the extent necessary to ensure continuity of care.

4. If other than the Attending Physician institutes the request for service, Medical Director should communicate with the Attending Physician, with the beneficiary's permission, to the extent necessary to ensure continuity of care.

5. If Medical Director is the Attending Physician to a Patient, then the Attending Physician may not provide nor may the Hospice bill for this service because that physician already possesses the expertise necessary to furnish end-of-life evaluation and management, and counseling services.

6. Medical Director is responsible for the submission to Hospice of documentation of services provided under this Exhibit B as appropriate.

**EXHIBIT C**
**STATE SPECIFIC ADDENDUM**

**California**

1. Medical Director shall act as a consultant to the Interdisciplinary Group, a consultant to the Patient's attending physician and surgeon, as requested, with regard to pain and symptom management, and a liaison with physician and surgeons in the community.

**Georgia**

1. The Medical Director is a member of the Hospice care team and is responsible for the direction and quality of the medical component of the care rendered by Hospice to patients.

2. The Governing Body hereby appoints Medical Director as the medical director of Hospice and delegates to Medical Director the authority to establish and approve, in accordance with current accepted standards of care, all patient care policies related to medical care.

3. Hospice's policies and procedures that address infection control issues in all components of the Hospice must be based on accepted standards of infection control, and approved by the administrator and Medical Director.

4. Documentation of plan of care review for the terminally ill patient must include a record of those participating and must also include evidence of the attending physician's opportunity to review and approve of any revised plans of care. In the absence of the attending physician's written approval of the revised plan of care, the revised plan of care must have the written approval of Medical Director.

5. Medical services shall be under the direction of Medical Director. In addition to palliation and management of the terminal illness and related conditions, physicians of Hospice, including the physician members of the Hospice care team, must also address the basic medical needs of the patients to the extent that such needs are not met by each patient's attending physician or other physician of the patient's choice.

6. In addition to all other qualifications outlined in this Agreement and otherwise, Medical Director must at all times satisfy the following requirements and failure of Medical Director to satisfy any or all of the following conditions will constitute grounds for immediate termination of this Agreement by Hospice. Medical Director must:

    - **have at least one year of documented experience on a hospice care team or in another setting managing the care of terminally ill patients;**
    - have admission privileges at one or more hospitals commonly serving patients in the Hospice's geographical area;
    - be responsible for the direction and quality of the medical component of the care provided to patients by the Hospice care team, including designating a licensed physician, employed by the Hospice or working under a written agreement, to act on his or her behalf in Medical Director's absence;
    - participate in the interdisciplinary plan of care reviews, patient case review conferences, comprehensive patient assessment and reassessment, and the quality improvement and utilization reviews;
    - review the clinical material of the patient's attending physician that documents basic disease process, prescribed medicines, assessment of patient's health at time of entry and the drug regimen;
    - ensure that each terminally ill patient receives a face-to-face assessment, by either the Medical Director or the terminally ill patient's attending physician, or is measured by a generally accepted life-expectancy predictability scale for continued admission eligibility at least every six months, as documented by a written certification from the Medical Director or the terminally ill patient's attending physician that includes: (1) the statement that the terminally ill patient's medical prognosis is for a life expectancy of six months or less if the terminal illness runs its natural course; (2) the specific current clinical finding

and other documentation supporting a life expectancy of six months or less if the illness takes its natural course for the terminally ill patient; and (3) the signature of the physician.

- communicate with each patient's attending physician and act as a consultant to attending physicians and other members of the Hospice care team;
- help to develop and review policies and procedures for delivering care and services to the patients and their family units;
- serve on appropriate committees and report regularly to the Hospice administrator regarding the quality and appropriateness of medical care;
- ensure written protocols for symptom control and medication management are available; and
- assist the administrator in developing, documenting and implementing a policy for discharge of patients from hospice care.
- assist the administrator in developing, documenting, and implementing effective policies and procedures for the delivery of physicians' services, for orientation of new Hospice physicians, and for continuing training and support of Hospice physicians. These policies and procedures must: (a) Ensure that a Hospice physician is on-call 24 hours a day, seven days a week; and (b) Provide for the review and evaluation of clinical practices within home care, residential, and inpatient hospices in coordination with the quality management, utilization, and peer review committee.

**Hawaii**

1. Hospice shall retain professional management responsibility for services related to the terminal illness and shall ensure that they are furnished in a safe and effective manner by persons qualified to provide services, and in accordance with a plan of care. The plan of care shall be established by the attending physician, Medical Director or physician designee and Interdisciplinary Group prior to providing care and shall be reviewed and updated by the attending physician, Medical Director, and Interdisciplinary Group at intervals, as specified in the plan.

**Texas**

1. Continuous care is to be provided only during periods of crisis to maintain the recipient at the recipient's place of residence. A period of crisis is a period in which a recipient requires continuous care that is primarily skilled nursing care to achieve palliation or management of acute medical symptoms. The provider must have a physician's order and a documented medical need for skilled nursing care in the recipient's record and in the plan of care. The plan of care must be established by the attending physician, Medical Director or his designee, and the Interdisciplinary Group, and coordinated by the Hospice registered nurse. The plan of care must include the needs of the recipient; identification of the services, including management of discomfort and symptom relief; and the scope and frequency of the services needed to meet the needs of both the recipient and family.

2. **The Medicaid Hospice Program does not pay when hospice physician services are provided by physicians who are not on staff with the Medicaid hospice provider or for independent contractors, who are under contract with the hospice.**

3. Medical Director, physician employees, and contracted physicians of Hospice, in conjunction with a client's attending practitioner, if any, are responsible for the palliation and management of a client's terminal illness and related conditions. A physician employee or a contracted physician must function under the supervision of Medical Director. A physician employee or a contracted physician must meet the requirement of the first sentence of this paragraph by either providing physician services directly or by coordinating a client's care with the attending practitioner. If an attending practitioner is unavailable, Medical Director, a hospice physician employee, or a contracted physician is responsible for meeting the medical needs of the client.

4. Medical Director must actively participate in the coordination of all aspects of a client's hospice care, in accordance with accepted standards of practice, including participating in ongoing interdisciplinary comprehensive assessments, developing and evaluating the plan of care, and contributing to client and family

counseling and education; and participate in Hospice's quality assessment and performance improvement program and Hospice-sponsored in-service training.

5. Hospice shall conduct a criminal history check on all hospice employees and volunteers with direct client contact or access to client records to verify each employee's or volunteer's criminal history report does not include a conviction that bars employment under Texas Health and Safety Code, § 250.006, or a conviction that Hospice determines is a contraindication to employment. All contracted entities must conduct a criminal history check on contracted staff who have direct client contact or access to client records to verify each contract staff's criminal history report does not include a conviction that bars employment under Texas Health and Safety Code, § 250.006.

6. Hospice must: (1) provide orientation about the hospice philosophy to all employees and contracted staff who have client and family contact; (2) provide an initial orientation for an employee that addresses the employee's specific job duties; (3) assess the skills and competence of all persons furnishing care, including volunteers furnishing services, and, as necessary, provide in-service training and education programs where required; (4) have written policies and procedures describing its methods for assessing competency; and (5) maintain a written description of the in-service training provided during the previous 12 months.

7. Hospice must designate in writing Medical Director. Hospice shall designate in writing a physician designee to assume the same responsibilities and obligations as Medical Director when Medical Director is not available. Medical Director or physician designee must review a client's clinical information and provide written initial certification that the client's life expectancy is anticipated to be six months or less if the client's terminal illness runs its normal course. Before each recertification period for the client, Medical Director or physician designee must review the client's clinical information and provide written recertification of the client's terminal illness. When determining the client's life expectancy is six months or less, Medical Director or physician designee must consider: (1) the primary terminal condition; (2) related diagnoses, if any; (3) current subjective and objective medical findings; (4) current medication and treatment orders; and (5) information about the medical management of any of the client's conditions unrelated to the terminal illness.

8. Before discharging a client for any reason listed in subsection (d) of 40 TAC § 97.859, Hospice must obtain a written physician's discharge order from Medical Director. If the client has an attending practitioner involved in the client's care, the attending practitioner should be consulted before discharge and the practitioner's review and decision should be included in the discharge note. Hospice must have a discharge planning process that addresses the possibility that a client's condition might stabilize or otherwise change such that the client cannot continue to be certified as terminally ill. A client's discharge planning must include any necessary family counseling, client education or other services before the hospice discharges the client based on a decision by Medical Director or physician designee that the client is no longer terminally ill.

9. Clients are accepted for care only by Hospice. Medical Director shall conform to all applicable Hospice policies, including personnel qualifications.

**Utah**

1. Hospice will document that Medical Director is oriented to Hospice and the job for which Medical Director is hired. Medical Director’s orientation shall include: (i) the hospice concept and philosophy of care; (ii) the functions of agency employees and the relationships between various positions or services; (iii) job descriptions; (iv) duties for which persons are trained, hold certificates, or are licensed; (v) ethics, confidentiality, and patients' rights; (vi) information about other community agencies including emergency medical services; (vii) opportunities for continuing education appropriate to the patient population served; (viii) policies related to volunteer documentation, charting, hours and emergencies; and (ix) reporting requirements when observing or suspecting abuse, neglect and exploitation pursuant to 62A-3-305. Hospice will provide and document in-service training and continuing education for Medical Director at least annually. Members of the Hospice Interdisciplinary Group will have access to in-service training and continuing education appropriate to their responsibilities and to the maintenance of skills necessary for the care of the patient and family. The training programs shall include the introduction and review of effective

physical and psychosocial assessment and symptom management. Hospice shall train Medical Director in appropriate Centers for Disease Control (CDC) infectious disease protocols.

2. Hospice will reimburse Medical Director if Hospice preapproved of an expense in advance in writing and Medical Director provides sufficient documentation evidencing such expense.

3. Hospice's administrator will appoint Medical Director in writing. Medical Director must be knowledgeable about the psychosocial and medical aspects of hospice care, on the basis of training, experience and interest. Medical Director shall: (a) act as a medical resource to the Interdisciplinary Group; (b) coordinate services with each Attending Physician to ensure continuity in the services provided in the event the Attending Physician is unable to retain responsibility for patient care; and (c) act as liaison with physicians in the community.

4. The Hospice administrator and Medical Director shall develop written policies and procedures governing the infection control program of Hospice.

5. Before discharging a patient for any reason listed in Subsection R414-14A-14(1), Hospice provider must obtain a physician's written discharge order from the Medical Director.

**EXHIBIT D**
**BUSINESS ASSOCIATE ADDENDUM**

This Business Associate Addendum (the "Addendum") is made part of the Agreement to which this document is attached by the parties to that Agreement. Hospice is referred to herein as Covered Entity and Medical Director is referred to herein as Business Associate.

1. DEFINITIONS

(a) Terms capitalized but not otherwise defined in this Addendum shall have the same meaning as set forth in HIPAA and HITECH (each as defined herein). A change to HIPAA or HITECH which modifies any defined HIPAA or HITECH term, or which alters the regulatory citation for the definition shall be deemed incorporated into this Addendum.

(b) "Business Associate" shall mean the above-stated "Business Associate." It shall also have the meaning given to such term under the Privacy Rule, including but not limited to 45 CFR Section 160.103.

(c) "Covered Entity" shall mean the above stated "Covered Entity". It shall also have the meaning given to the term under the Privacy Rule, including but not limited to 45 CFR Section 160.103.

(d) "Data Aggregation" shall have the meaning given to the term under the Privacy Rule, including but not limited to 45 CFR Section 164.501.

(e) "Designated Record Set" shall have the meaning given to the term under the Privacy Rule, including but not limited to 45 CFR Section 164.501.

(f) "Electronic Protected Health Information" or "EPHI" shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103.

(g) "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-91, as amended, and related HIPAA regulations (45 C.F.R. Parts 160-164).

(h) "HITECH" means the Health Information Technology for Economic and Clinical Health Act, found in Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005 and any regulations promulgated thereunder.

(i) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

(j) "Privacy Rule" shall 45 C.F.R. part 160 and part 164, subparts A and E.

(k) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103. All references to PHI shall also include EPHI, unless otherwise stated in the Agreement.

(l) "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

(m) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(n) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.

(o) "Security Rule" shall mean 45 C.F.R. part 160 and part 164, subparts A and C.

(p) "Unsecured PHI" shall have the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

Business Associate agrees to:

(a) Not use or disclose PHI other than as permitted or required by the Agreement, or as required by law.

(b) Use appropriate safeguards, and comply, where applicable, with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI other than as provided for by the Agreement.

(c) Report to Covered Entity any use or disclosure of PHI or EPHI not provided for by the Agreement of which it becomes aware or should have known, and any Security Incident of which it becomes aware, including breaches of Unsecured PHI. Business Associate will make the report to the Covered Entity's designated privacy official and security officer or to a designated authorized person in the Covered Entity's legal department immediately. This report will include at least the following information: (i) the nature of the non-permitted or violating use or disclosure or Security Incident; (ii) the PHI and EPHI used or disclosed; (iii) information required to be provided by the Covered Entity in notifications to affected individuals should Covered Entity need to make such a notification.

(d) Develop, implement, maintain, and use reasonable and appropriate safeguards to prevent any use or disclosure of the PHI or EPHI other than as provided by the Agreement, and to implement administrative, physical, and technical safeguards as required by HIPAA and HITECH to protect the security, confidentiality, integrity, and availability of EPHI and PHI.

(e) Comply with any additional requirements of Title XIII of HITECH that relate to privacy and security and that are made applicable with respect to covered entities.

(f) Adopt the technology and methodology standards required in any guidance issued by the Secretary pursuant to HITECH.

(g) Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of the Agreement or applicable federal or state laws. Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of any Security Incident involving EPHI.

(h) In the case of a breach of Unsecured PHI, following the discovery of a breach of such information, immediately notify Covered Entity of such breach. The notice shall include the identification of each individual whose Unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during the breach.

(i) Enter into an agreement with each of its subcontractors that is appropriate and sufficient to require each such subcontractor to protect PHI and otherwise comply with the requirements set forth in this Addendum to the same extent required by Business Associate hereunder.

(j) Along with its agents and subcontractors, if any, only request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure. Business Associate agrees to comply with the Secretary's guidance on what constitutes "minimum necessary".

(k) Ensure that any agent, including a subcontractor, to whom it provides PHI or EPHI agrees in writing to the same restrictions and conditions that apply to Business Associate in the Agreement related to such information.

(l) Provide, at the request of Covered Entity, within the reasonable time period specified by Covered Entity, access to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. 164.524 if Business Associate maintains PHI in a designated record set as defined by the Privacy Rule.

(m) Make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. 164.526 at the request of an Individual, within the reasonable time period specified by Covered Entity, if Business Associate maintains PHI in a designated record set as defined by the Privacy Rule.

(n) Make its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity, or to the Secretary or person designated by the Secretary, within 10 days of receipt of a request from the Covered Entity for such disclosure, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule and Security Rule.

(o) Document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528.

(p) Provide to Covered Entity or an Individual as directed by Covered Entity, within the reasonable time period specified by Covered Entity for an accounting of disclosures, information collected in accordance with subsection (2)(o) of this Addendum, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528. With the exception of the limited circumstances whereby Business Associate shall make an accounting directly to an individual in accordance with HITECH § 13405(c), Business Associate shall promptly, but no later than within ten (10) business days of a request, notify Covered Entity about such request. Covered Entity shall either request that Business Associate provide such information directly to the Individual, or it shall request that the information be immediately forwarded to Covered Entity for compilation and distribution to such Individual. Business Associate shall not disclose any PHI unless such disclosure is required by Law or is in accordance with the Agreement. Business Associate shall document such disclosures. Notwithstanding anything in the Agreement to the contrary, Business Associate and any agents or subcontractors shall continue to maintain the information required for purposes of complying with subsection 2(o) and this subsection 2(p) for a period of six (6) years after termination of the Agreement.

(q) To the extent Business Associate is to carry out Covered Entity's obligation under the Privacy Rule, comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation.

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

(a) Except as otherwise limited in the Agreement, Business Associate may use or disclose PHI on behalf of, or to provide services to, Covered Entity as long as such use or disclosure of PHI would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

(b) Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate provided that the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in the Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. 164.504(e)(2)(i)(B).

(d) Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with Sec. 164.502(j)(1).

4. OBLIGATIONS OF COVERED ENTITY TO INFORM BUSINESS ASSOCIATE OF PRIVACY PRACTICES AND RESTRICTIONS

(a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

(c) Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or must comply with in accordance with 45 C.F.R. 164.522 and/or HITECH § 13405(a), to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(d) Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule or Security Rule if done by Covered Entity.

5. TERMS AND TERMINATION

(a) Term. The Term of this Addendum shall be effective as of the date of the Agreement, and shall terminate after the termination or expiration of the Agreement, but only when all of the PHI and EPHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, as directed by Covered Entity.

(b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, in its sole discretion, either:

(1) Provide notice and an opportunity for Business Associate to cure the breach or end the violation and then terminate the Agreement if Business Associate does not cure the breach or end the violation within the time period specified by Covered Entity; or

(2) Immediately terminate the Agreement.

(c) Effect of Termination.

(1) Except as provided in paragraph (2) of this Section 5(c), upon termination of the Agreement, for any reason, Business Associate shall, at Covered Entity's direction, return or destroy all PHI and EPHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI or EPHI. This provision shall apply to PHI and EPHI that is in the possession of subcontractors or agents of Business Associate.

(2) In the event that Business Associate determines that returning or destroying the PHI or EPHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. If Covered Entity agrees in writing that returning or destroying the PHI or EPHI is infeasible, Business Associate shall extend the protections of this Addendum to such PHI or EPHI. For the avoidance of doubt, in the event Business Associate retains such PHI or EPHI pursuant to this provision after termination or expiration of the Agreement, the provisions of this Addendum shall continue in full force and effect;

provided, however, that Business Associate may use and disclose PHI and EPHI retained by Business Association after termination or expiration of the Agreement only for those purposes that make return or destruction of such PHI or EPHI infeasible and are authorized by Covered Entity in writing, for so long as Business Associate maintains such PHI or EPHI.

6. STATE STANDARDS

In addition to the privacy and security obligations set forth in this Addendum, to the extent Business Associate will receive, store, maintain, process or otherwise have access to any personal information as defined under any breach notification or information security rule of any state applicable to a resident of such state through its provision of services to Covered Entity, Business Associate shall implement and maintain security measures to protect such personal information in accordance with any statute applicable to personal information received, stored, maintained, processed or otherwise accessible to Business Associate through its provision of services to Covered Entity. Business Associate shall also comply with any provision applicable to personal information of a resident of any state, as applicable, when disposing of any records, whether in paper, digital, electronic or other form, that contain such personal information, patient information, or any other personally identifiable information. Business Associate agrees to ensure that any subcontractors that create, receive, maintain or transmit personal information on behalf of Business Associate agree to comply with the same or similar restrictions and conditions that apply to Business Associate with respect to such information.

7. INDEMNIFICATION

In addition to the indemnification obligations of Business Associate outlined in the Agreement, the following indemnification obligation shall apply to this Addendum. Business Associate shall defend and indemnify Covered Entity against, and hold Covered Entity (including officers, directors, and employees) harmless from any and all loss, damage, penalty, liability, cost and expense, including without limitation, reasonable attorneys fees and disbursements, that may be incurred, imposed upon, or asserted against Covered Entity by reason of any claim, regulatory proceeding, or litigation arising directly or indirectly from any act or omission of Business Associate and its officers, directors, employees, subcontractors, agents, representatives and other persons acting on its behalf, with respect to using or disclosing patient information, or maintaining the security, confidentiality, integrity and availability of EPHI, in accordance with this Addendum or applicable federal or state law.

8. MISCELLANEOUS

(a) Regulatory References. A reference in this Agreement to a section in the HIPAA Privacy Rule or Security Rule or HITECH means the section as in effect or as amended.

(b) Agreement. Any provision of applicable statutes and regulation that invalidates any term of the Agreement, that is inconsistent with any term of the Agreement, or that would cause performance thereunder by one or both of the parties to be in violation of law shall be deemed to have superseded the terms of the Agreement; provided, however, that the parties shall use their best efforts to accommodate the terms and intent of the Agreement to the greatest extent possible consistent with the requirements of applicable statutes and regulation and negotiate in good faith toward amendment of the Agreement. Covered Entity may terminate the Agreement upon thirty (30) days written notice in the event that Business Associate does not promptly enter into an amendment that Covered Entity, in its sole discretion, deems sufficient to ensure that Covered Entity will be able to comply with applicable statutes and regulations.

(c) Conflict. The Agreement, inclusive of this Addendum, is the only agreement between the parties related to the subject matter in the Agreement. To the extent there is any inconsistency between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall govern. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits Covered Entity to comply with applicable law protecting the privacy, security and confidentiality of PHI and EPHI, including, without limitation, HIPAA and HITECH.

(d) Binding Effect. This Addendum is binding upon the successors and assigns of the parties herein. This Addendum is intended to confer rights and responsibilities only on the Covered Entity and Business Associate and does not create or vest rights or remedies in any third party.

(e) Enforceability. If any provision hereof shall be declared to be invalid or unenforceable, such declaration of invalidity or unenforceability shall not affect any remaining provisions hereof which can be given effect.

(f) Relationship of the Parties. Nothing in this Addendum shall create any relationship between Covered Entity and Business Associate other than as independent contractors. No employee or agent of either party may be deemed an employee or agent of the other party by reason of this Addendum.

(g) Survival. Business Associate's obligation to protect the confidentiality of the PHI and EPHI shall survive the termination of this Addendum and shall continue for as long as Business Associate maintains PHI or EPHI.

(h) Construction. This Addendum shall be construed, and the rights and liabilities of the Parties hereto determined, in accordance with the laws of the State. This provision shall survive the termination or expiration of this Addendum. .

STATE OF WASHINGTON

# DEPARTMENT OF HEALTH

*Olympia, Washington 98504*

1/23/2024

Subject: Credential Verification

To Whom It May Concern:

This verifies the status of the Physician And Surgeon License for Carr, Kirsten Marie Winn.

This site is a Primary Source for Verification of Credentials.

| | |
|---|---|
| **Credential Number:** | MD60672461 |
| **Credential Type:** | Physician And Surgeon License |
| **First Credential Date:** | 11/23/2016 |
| **Last Renewal Date:** | 06/02/2023 |
| **Credential Status:** | ACTIVE |
| **Current Expiration Date:** | 06/12/2025 |
| **Enforcement Action:** | No |

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The absence or presence of information in this system does not imply any recommendation, endorsement, or guarantee of competence of any health care professional, the mere presence of such information does not imply a practitioner is not competent or qualified.

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# EXHIBIT 14

## Operating Agreement

# LIMITED LIABILITY COMPANY AGREEMENT
# OF
# BRISTOL HOSPICE – PIERCE, L.L.C.

This Limited Liability Company Agreement (as amended, modified or supplemented from time to time, this "**Agreement**") of Bristol Hospice – Pierce, L.L.C., a Washington limited liability company (the "**Company**"), is entered into on January 18, 2022 by Bristol Hospice, L.L.C., a Utah limited liability company, as the sole manager of the Company (the "**Manager**").

1. **Formation**. The Certificate of Formation of the Company was filed with the Secretary of State of the State of Washington on January 18, 2022, solely for the purpose of forming a limited liability company pursuant to and in accordance with the provisions of the act governing limited liability companies in the State of Washington (as amended from time to time, the "**Act**").

2. **Name**. The name of the Company is Bristol Hospice – Pierce, L.L.C., or such other name as the Manager may from time to time hereafter designate.

3. **Term**. The Company shall continue to exist in perpetuity until the first of the following to occur: (i) the dissolution and termination of the Company upon the determination of the Manager, or (ii) the dissolution and termination of the Company in accordance with the Act.

4. **Purpose**. The Company is formed to engage in any lawful act or activity for which limited liability companies may be formed under the Act.

5. **No Separate Entity for Tax Purposes**. The Company shall not be treated as a separate entity for federal income tax purposes and, to the extent permitted by law, for state and local tax purposes and shall prepare and file all tax returns and other tax statements in a manner consistent therewith. The Company shall make, or shall refrain from making, any election or other filing in order to disregard the Company as a separate entity for tax purposes.

6. **Offices**.

(a) The principal business office of the Company, and such additional offices as the Manager may determine to establish, shall be located at such place or places inside or outside the State of Washington as the Manager may designate from time to time.

(b) The principal office of the Manager is located at 206 North 2100 West, Suite 202, Salt Lake City, Utah 84116.

7. **Capital; Percentage Interest**. The Manager owns one hundred percent of the interest in the Company and may contribute capital to the Company in such amounts and at such times as the Manager may deem appropriate. The initial capital contribution and any additional capital contribution of the Manager shall be set forth in the Company's books and records.

8. **Management by Manager; Officers**.

(a) Subject to the delegation of rights and powers provided for herein, the Manager shall have the sole right to manage the business of the Company and shall have all powers and rights necessary, desirable, appropriate or advisable to effectuate and carry out the purposes and business of the Company, and is hereby granted the sole and complete discretion and authority to exercise the rights of the Company, and to take all actions related thereto, including without limitation, the Manager is expressly authorized to execute any document on behalf of the Company in all cases consistent with this Agreement

as in effect from time to time, amend or waive rights of the Company under any agreements, documents or otherwise, and cause the Company to perform its obligations under any agreement, document or otherwise. The Manager may from time to time appoint such officers of the Company, to hold such positions and with such powers, as the Manager from time to time shall deem necessary or desirable. Each officer shall serve until such time as he or she is removed by the Manager. The same individual may hold any two or more offices.

(b) The Manager hereby initially designates (i) Hyrum Kirton as Chief Executive Officer and President, (ii) David Malm as Vice President, (iii) John Garbarino as Treasurer and Secretary, (iv) Gerry Christensen as Chief Financial Officer and (v) Sonnie Linebarger as Chief Operating Officer.

9. **Limitation on Liability**. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Manager shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a manager of the Company.

10. **No Opt-In to Article 8 of the Uniform Commercial Code.** So long as any pledge of any interest of the Company is in effect, unless the express prior written consent of the pledgee under such pledge has been provided with respect to such action: (i) the Company shall not elect to have any interest in the Company be securities governed by Article 8 of the Uniform Commercial Code as in effect in the State of Washington and each other applicable jurisdiction and (ii) this Section 10 shall not be amended, and any purported amendment to this provision shall not take effect until all security interests granted in any interest of the Company have been terminated.

11. **Exculpation and Indemnification of the Manager and/or Authorized Persons**. The Company shall indemnify and hold harmless the Manager and any other authorized persons acting on behalf of the Manager against any and all claims and demands whatsoever, to the fullest extent permitted by the Act.

12. **Governing Law**. This Agreement shall be governed by, and construed under, the laws of the State of Washington (without regard to conflict of laws principles).

[*Signature Page Follows*]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of the date first set forth above.

**MANAGER:**

**BRISTOL HOSPICE, L.L.C.**

DocuSigned by:
By: Hyrum Kirton
9C69EDA79DB747B...
Name: Hyrum Kirton
Title: Chief Executive Officer

# EXHIBIT 15

## JAMA article on hospice costs

JAMA Health Forum™

Original Investigation

# Association Between Hospice Enrollment and Total Health Care Costs for Insurers and Families, 2002-2018

Melissa D. Aldridge, PhD; Jaison Moreno, MA; Karen McKendrick, MS; Lihua Li, PhD; Ab Brody, PhD; Peter May, PhD

## Abstract

**IMPORTANCE** Use of hospice has been demonstrated to be cost saving to the Medicare program and yet the extent to which hospice saves money across all payers, including whether it shifts costs to families, is unknown.

**OBJECTIVE** To estimate the association between hospice use and total health care costs including family out-of-pocket health care spending.

**DESIGN, SETTING, AND PARTICIPANTS** This retrospective cohort study of health care spending in the last 6 months of life used data from the nationally representative Medicare Current Beneficiary Survey (MCBS) between the years 2002 and 2018. Participants were MCBS participants who resided in the community and died between 2002 and 2018.

**EXPOSURES** Covariate balancing propensity scores were used to compare participants who used hospice (n = 2113) and those who did not (n = 3351), stratified by duration of hospice use.

**MAIN OUTCOMES AND MEASURES** Total health care expenditures were measured across payers (family out-of-pocket, Medicare, Medicare Advantage, Medicaid, private insurance, private health maintenance organizations, Veteran's Administration, and other) and by expenditure type (inpatient care, outpatient care, medical visits, skilled nursing, home health, hospice, durable medical equipment, and prescription drugs).

**RESULTS** The study population included 5464 decedents (mean age 78.7 years; 48% female) and 38% enrolled with hospice. Total health care expenditures were lower for those who used hospice compared with propensity score weighted non-hospice control participants for the last 3 days of life ($2813 lower; 95% CI, $2396-$3230); last week of life ($6806 lower; 95% CI, $6261-$7350); last 2 weeks of life ($8785 lower; 95% CI, $7971-$9600); last month of life ($11 747 lower; 95% CI, $10 072-$13 422); and last 3 months of life ($10 908 lower; 95% CI, $7283-$14 533). Family out-of-pocket expenditures were lower for hospice enrollees in the last 3 days of life ($71; 95% CI, $43-$100); last week of life ($216; 95% CI, $175-$256); last 2 weeks of life ($265; 95% CI, $149-$382); and last month of life ($670; 95% CI, $530-$811) compared with those who did not use hospice. Health care savings were associated with reductions in inpatient care.

**CONCLUSIONS AND RELEVANCE** In this population-based cohort study of community-dwelling Medicare beneficiaries, hospice enrollment was associated with lower total health care costs for the last 3 days to 3 months of life. Importantly, we found no evidence of cost shifting from Medicare to families related to hospice enrollment. The magnitude of lower out-of-pocket spending to families who enrolled with hospice is meaningful to many Americans, particularly those with lower socioeconomic status.

*JAMA Health Forum.* 2022;3(2):e215104. doi:10.1001/jamahealthforum.2021.5104

## Key Points

**Question** Does hospice enrollment save money across all payers including families and does hospice shift costs from Medicare to families?

**Findings** In this cohort study, hospice use by community-dwelling Medicare beneficiaries was associated with significantly lower total health care costs across all payers in the last 3 days to last 3 months of life. We found no evidence of cost shifting from Medicare to families and families had significantly lower out-of-pocket health care costs in the last 3 days to last month of life when patients enrolled with hospice.

**Meaning** The findings of this study suggest that hospice care is associated with financial benefits to the health care system and families through lower health care costs at the end of life.

+ Supplemental content

Author affiliations and article information are listed at the end of this article.

## Introduction

Hospice has expanded to become the dominant model of home care for those with terminal illness and their families. Use of hospice has risen in the past 2 decades from 10% to 50%[1] of Medicare decedents concurrent with the rise of in-home death and is considered to be an indicator of high-quality end-of-life care.[2,3] Hospice is a comprehensive model of care that focuses on quality of life and provides an alternative to burdensome interventions.

Evidence from the early 2000s demonstrated that hospice was cost saving to the Medicare program.[4-7] From 2002 to 2008, hospice use was found to save Medicare money across a range of hospice enrollment durations primarily owing to lower rates of hospital admission and in-hospital death for hospice users. Given that intensity of care at the end of life (outside of hospice) continues to rise,[2,3,8,9] the cost savings to Medicare from hospice enrollment are likely even higher today.

A critical gap in this evidence, however, is how hospice use affects total health care costs, across all payers, including spending by patients and families. Use of hospice may shift economic burden onto families through higher out-of-pocket spending that may be required to care for patients at home. To the extent that hospice is not meeting patient needs adequately, families may face increased pressure to pay for supplemental care, services, medication, or other health care expenditures as has been found outside the hospice setting.[2,10-13] The financial burden of family caregiving for hospice enrollees may be particularly high for patients with prolonged and substantial personal care needs (ie, those with advanced heart or lung disease or with dementia) and out-of-pocket expenditures for these populations can be substantial.[14-18] Nevertheless, we know little about the drivers of costs to families of those at the end of life and whether hospice use provides health care savings in total, or merely shifts the financial burden from Medicare to families.

To address these questions, we used the Medicare Current Beneficiary Survey (MCBS), a nationally representative survey of Medicare beneficiaries, linked to Medicare administrative and claims data. We estimated total health care spending by payer (including family out-of-pocket, Medicare, Medicare Advantage, Medicaid, private insurance, private health maintenance organizations (HMOs), Veteran's Administration, and other) at the end of life for hospice decedents compared with matched decedents who did not receive hospice. We estimated family health care spending using validated self-report of out-of-pocket spending. As hospice use increases and health care continues to shift from the hospital to community settings, the effect on family finances needs to be understood.

## Methods

### Study Population

We conducted a retrospective cohort study using data from the MCBS from 2002 through 2018. These data exclude survey results from 2014, which were not released by Centers for Medicare & Medicaid Services. The MCBS sample is representative of the Medicare population by age group with oversampling for the oldest old (85 and over), and includes Medicare Advantage enrollees. Of 9118 decedents, 8813 had spending data. We excluded individuals in nursing homes (n = 3059), as our focus is on community-based hospice use. We also excluded those who disenrolled from hospice prior to death (n = 290) because our outcomes are cumulative spending retrospectively from death and assignment to hospice vs no hospice for such individuals is not clear. Our final sample consisted of 5464 MCBS participants living in the community who died between 2002 and 2018 (eTable 1 in the Supplement). The Mount Sinai Institutional Review Board determined that this study was exempt secondary research for which patient informed consent was not required.

### Measures

Medicare Current Beneficiary Survey surveys are conducted in person, 3 times per year. All measures are self- or proxy-reported. The response rate for the MCBS in 2018 was 65.4%.[19] All measured

variables are as of an individual's last MCBS interview date prior to death or the after-death proxy interview, which occurred an average of 69.6 days following death. We measured age at death, sex, education (college degree or less than college degree), marital status (married, not married), Medicaid coverage (yes/no), metropolitan area, and census region. Race was self-reported and categorized in MCBS as American Indian or Alaska Native, Asian, Black or African American, Native Hawaiian or Pacific Islander, and White. Ethnicity was self-reported and categorized as Hispanic (yes/no). We categorized race and ethnicity as Hispanic, Non-Hispanic Black, Non-Hispanic White, and Other/multiracial. We identified medical conditions using self-report of having ever had the illness and claims data diagnostic codes for heart disease, stroke, lung disease, cancer, and diabetes. For dementia, we used an inclusive case definition developed for use with MCBS data.[20] We measured functional status based on self- or proxy-reported difficulty with 3 or more basic activities of daily living (ADLs): walking, feeding, dressing, toileting, bathing, and transferring.

We categorized hospice decedents by mutually exclusive periods of hospice enrollment based on the number of days prior to death that enrollment occurred, as follows: 0 to 7 days, 8 to 14 days, 15 to 28 days, 29 to 91 days, 92 to 182 days, and more than 182 days.

We measured total health care spending as the sum of family out-of-pocket, Medicare, Medicare Advantage, Medicaid, private insurance, private HMOs, Veteran's Administration, and other. The MCBS team employs numerous strategies to improve the accuracy of self-reported spending data. Respondents are requested to record medical events on calendars provided by the interviewer and to save Explanation of Benefit forms from Medicare and receipts and statements from Medicaid and other public or private health insurers. To assist in reporting data on prescription medications, respondents are asked to bring to the interview bottles, tubes, and prescription bags provided by the pharmacy. All health care services paid for by Medicare are verified through linkage with Medicare claims.[21] Family health care spending includes insurance deductibles, copays, prescription drugs, over-the-counter medications, medical devices and equipment, private duty nurses, social workers, and therapists. Expenditures were measured for the last 3 days, 1 week, 2 weeks, 1 month, 3 months, and 6 months of life. All costs were adjusted for inflation using the medical care component of the Consumer Price Index to 2018 dollars.

### Statistical Analysis

For each hospice enrollment period, we estimated covariate balancing propensity scores (CBPS)[22] to estimate each decedent's likelihood of hospice enrollment during the specified period (last 7, 8-14, 15-28, 29-91, 92-182, and >182 days of life). Variables in the CBPS were age, dementia, cancer, help with 3 or more ADLs, and region. Standardized differences are shown in eTable 2 in the Supplement. We used the CBPS-type weight in conjunction with the MCBS survey weights in all analytic comparisons.[22] We used generalized linear models (GLMs) with a gamma distribution and log link function to analyze health care expenditures, adjusting for age, sex, race and ethnicity, education, marital status, survey year, Medicaid status, census region, metropolitan area, serious illness, and help with 3 or more ADLs. Decedents missing 1 or more covariates (n = 644) and were excluded from the analytic sample. We report the adjusted mean health care spending between groups of hospice enrollees and non-hospice control participants. We conducted sensitivity analyses stratifying by year of death (2002-2009 and 2010-2018) and including individuals who disenrolled from hospice in the hospice group.

## Results

The study population included 5464 community-dwelling decedents with mean age of 78.7 years at death representing 20 961 442 million Medicare beneficiary decedents. A total of 48% were female, 77.8% were non-Hispanic White, and 53.6% received help with 3 or more ADLs (**Table 1**). A total of 2113 (37.9%) decedents enrolled with hospice (median 12 days, mean 36 [SD 119] days). Hospice use by year is in eTable 3 in the Supplement.

## Total Health Care Cost Savings Associated With Hospice Use

Mean total (SD) health care costs in the last 3 days of life, week of life, 2 weeks of life, month of life, 3 months of life, and 6 months of life were $3879 ($6722), $7073 ($10 682), $10 874 ($15 331), $17 929 ($24 132), $29 048 ($36 916), and $40 843 ($46 747), respectively. Individuals who used hospice incurred significantly lower health care costs for the last 3 days of life ($2813 lower; 95% CI, $2396-$3230); last week of life ($6806 lower; 95% CI, $6261-$7350); last 2 weeks of life ($8785 lower; 95% CI, $7971-$9600); last month of life ($11 747 lower; 95% CI, $10 072-$13 422); and last 3 months of life ($10 908 lower; 95% CI, $7283-$14 533) compared with those who did not use hospice (**Table 2**). There was no significant difference in health care costs in the last 6 months of life between those who used hospice and those who did not. Health care cost savings for those who used hospice were driven by statistically significant reductions in expenditures for inpatient care ($3476 lower in the last 3 days of life; $7404 lower in the last week of life; $10 365 lower in the last 2 weeks of life; $14 175 lower in the last month of life; $21 047 lower in the last 3 months of life; and $24 953 lower in the last 6 months of life) (**Figure 1**). For each comparison group, differences in inpatient care were most apparent in the last week of life. Sensitivity analyses including individuals who disenrolled from hospice prior to death in the hospice group (eTable 4 in the Supplement) and stratifying by year of death (2002-2009 and 2010-2018) yielded similar results (eTable 5 in the Supplement).

## Family Out-of-Pocket Health Care Cost Savings Associated With Hospice Use

Family out-of-pocket mean (SD) health care costs in the last 3 days of life, week of life, 2 weeks of life, month of life, 3 months of life, and 6 months of life were $106 ($521), $222 ($946), $388 ($1233), $883 ($2273), $1893 ($4185), and $3276 ($7097), respectively. Out-of-pocket spending in the last 3 days of life, last week of life, last 2 weeks of life, and last month of life were highest for inpatient care

Table 1. Characteristics of Medicare Decedents, 2002-2018[a]

| Characteristic | % Total (N = 5464) | Decedents who used hospice (n = 2113) | Decedents who did not use hospice (n = 3351) | *P* value |
|---|---|---|---|---|
| Age, mean (SD), y | 78.7 (10.9) | 81.2 (10.5) | 77.1 (11.2) | <.001 |
| Race/ethnicity | | | | .001 |
| Hispanic | 6.5 | 6.3 | 6.5 | |
| Non-Hispanic | | | | |
| Black | 10.2 | 7.6 | 11.8 | |
| White | 77.8 | 81.3 | 75.7 | |
| Other/multiracial[b] | 5.5 | 4.8 | 6.0 | |
| Female sex | 48.4 | 51.0 | 46.8 | .01 |
| Married | 44.3 | 43.8 | 44.6 | .59 |
| Education: college degree | 13.9 | 13.8 | 14.0 | .89 |
| Medicaid coverage | 23.2 | 18.7 | 26.0 | <.001 |
| Serious illness | | | | |
| Cancer | 43.0 | 53.2 | 36.8 | <.001 |
| Dementia | 30.4 | 38.4 | 25.5 | <.001 |
| Diabetes | 35.9 | 32.9 | 37.7 | .002 |
| Heart disease | 42.3 | 41.8 | 42.5 | .66 |
| Lung disease | 33.1 | 32.2 | 33.7 | .29 |
| Stroke | 22.7 | 22.4 | 22.8 | .80 |
| Receive help with ≥3 ADLs | 53.6 | 62.6 | 48.2 | <.001 |
| Metropolitan area | 76.0 | 80.1 | 73.5 | .002 |
| Region | | | | .01 |
| Northeast | 18.4 | 14.6 | 20.7 | |
| Midwest | 23.2 | 25.0 | 22.1 | |
| South | 39.3 | 42.2 | 37.6 | |
| West | 19.1 | 18.2 | 19.6 | |

Abbreviation: ADLs, activities of daily living.

[a] Table depicts characteristics of the study sample prior to propensity score weighting. All percentages incorporate Medicare Current Beneficiary Survey weights and weighted values exceed 1 million.

[b] Other/Multiracial includes American Indian or Alaska Native, Asian, Native Hawaiian or Pacific Islander, and anyone who self-reported more than 1 race.

and in the last 3 and 6 months of life were highest for care in non-nursing home facilities (eg, in assisted living facilities) followed by costs for prescription drugs, durable medical equipment, and inpatient care (**Figure 2**).

Decedents who used hospice incurred significantly lower out-of-pocket costs for the last 3 days ($71 lower; 95% CI, $43-$100), 1 week ($216 lower; 95% CI, $175-$256), 2 weeks ($265 lower; 95% CI, $149-$382), and 1 month ($670 lower; 95% CI, $530-$811) of life (Table 2). There was no significant difference in out-of-pocket health care costs in the last 3 or 6 months of life between those who used hospice and those who did not.

## Medicare Cost Savings Associated With Hospice Use

Medicare costs in the last 3 days of life, week of life, 2 weeks of life, month of life, 3 months of life, and 6 months of life were $3187 (SD, $5902), $5785 (SD, $9169), $8910 (SD, $13 613), $14 520 (SD, $22 085), $22 798 (SD, $34 054), and $30 872 (SD, $42 742), respectively. Individuals who used

Table 2. Adjusted Health Care Expenditures at the End of Life for Individuals Enrolled With Hospice and Non-Hospice Control Individuals, 2002-2018

| Characteristic | Adjusted mean, $ | | Difference | *P* value |
|---|---|---|---|---|
| | Hospice group | Propensity score weighted controls | | |
| Total expenditures | | | | |
| Last 3 d[a] | 2473 | 5285 | −2831 | <.001 |
| Last wk[b] | 2106 | 8911 | −6806 | <.001 |
| Last 2 wks[c] | 4083 | 12 869 | −8785 | <.001 |
| Last mo[d] | 8558 | 20 305 | −11 747 | <.001 |
| Last 3 mos[e] | 20 908 | 31 816 | −10 908 | <.001 |
| Last 6 mos[f] | 43 679 | 43 357 | 322 | .93 |
| Family out of pocket | | | | |
| Last 3 d[a] | 67 | 139 | −71 | <.001 |
| Last wk[b] | 46 | 262 | −216 | <.001 |
| Last 2 wks[c] | 159 | 424 | −265 | <.001 |
| Last mo[d] | 241 | 912 | −670 | <.001 |
| Last 3 mos[e] | 2412 | 1763 | 649 | .41 |
| Last 6 mos[f] | 4096 | 2988 | 1109 | .55 |
| Medicare | | | | |
| Last 3 d[a] | 2121 | 4389 | −2267 | <.001 |
| Last wk[b] | 2029 | 7337 | −5308 | <.001 |
| Last 2 wks[c] | 3824 | 10 576 | −6752 | <.001 |
| Last mo[d] | 7835 | 16 559 | −8724 | <.001 |
| Last 3 mos[e] | 17 523 | 25 250 | −7727 | <.001 |
| Last 6 mos[f] | 36 208 | 33 036 | 3171 | .26 |
| Private insurance | | | | |
| Last 3 d[a] | 90 | 207 | −117 | <.001 |
| Last wk[b] | 3 | 347 | −345 | <.001 |
| Last 2 wks[c] | 11 | 567 | −556 | <.001 |
| Last mo[d] | 52 | 918 | −866 | <.001 |
| Last 3 mos[e] | 165 | 1499 | −1334 | <.001 |
| Last 6 mos[f] | 105 | 2252 | −2147 | <.001 |
| All other payers | | | | |
| Last 3 d[a] | 231 | 568 | −337 | <.001 |
| Last wk[b] | 80 | 992 | −912 | <.001 |
| Last 2 wks[c] | 64 | 1408 | −1344 | <.001 |
| Last mo[d] | 213 | 2175 | −1962 | <.001 |
| Last 3 mos[e] | 500 | 3518 | −3018 | <.001 |
| Last 6 mos[f] | 1152 | 5422 | −4270 | <.001 |

Abbreviation: GLM, generalized linear models.

[a] Sample sizes vary due to hospice enrollment period: hospice enrollment in the last week of life and comparison group (n = 3781).

[b] Sample sizes vary due to hospice enrollment period: hospice enrollment 8-14 days before death and comparison group (n = 3242).

[c] Sample sizes vary due to hospice enrollment period: hospice enrollment 15-28 days before death and comparison group (n = 3223).

[d] Sample sizes vary due to hospice enrollment period: hospice enrollment 29-91 days before death and comparison group (n = 3202).

[e] Sample sizes vary due to hospice enrollment period: hospice enrollment 92-182 days before death and comparison group (n = 2832).

[f] Sample sizes vary due to hospice enrollment period: hospice enrollment >182 days before death and comparison group (n = 2551).

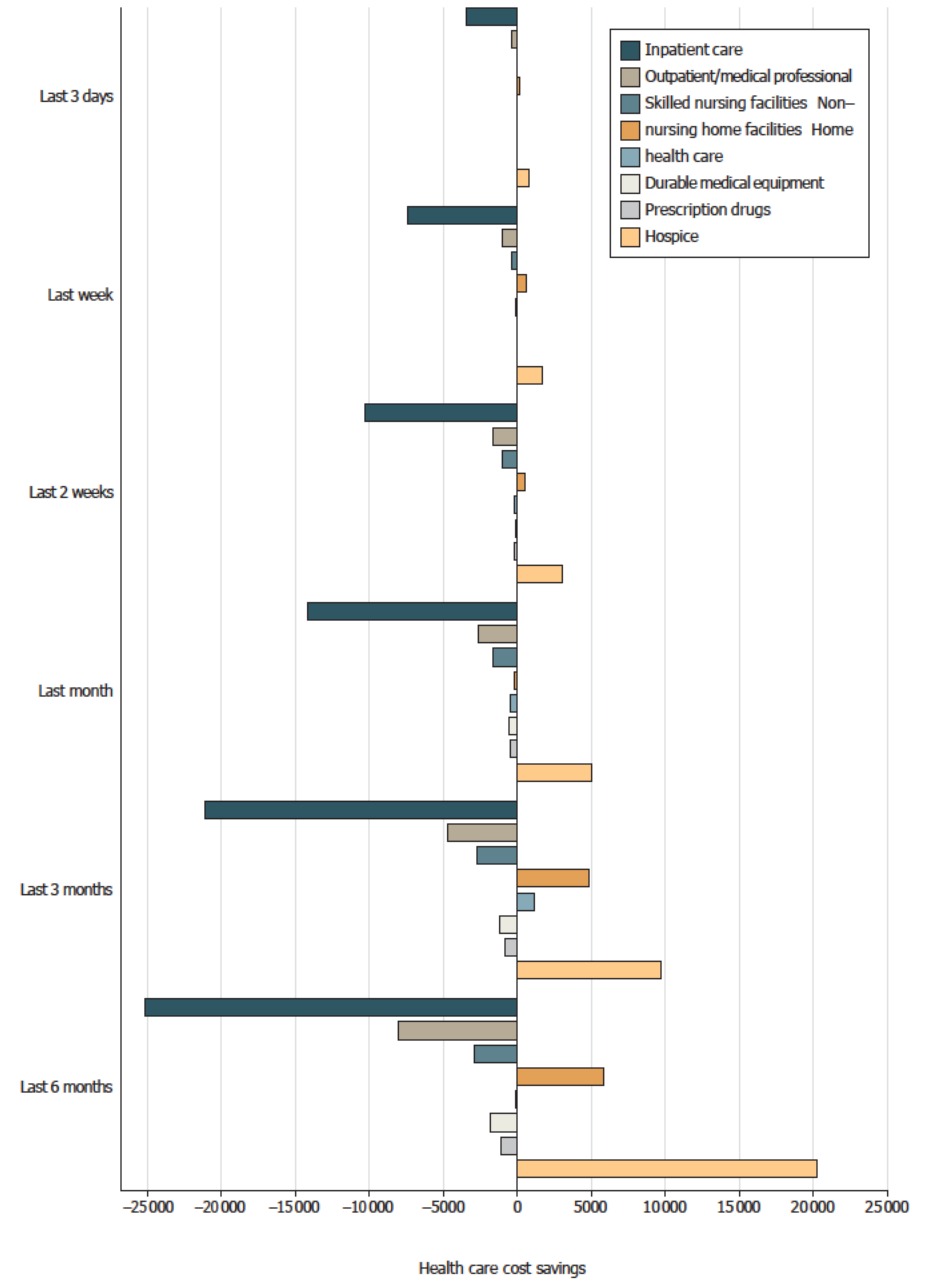
Variables included in the covariate balancing propensity score: age, dementia, cancer, help with 3+ activities of daily living, region. Variables included in the GLM model: age, sex, race/ethnicity, education, marital status, survey year, Medicaid status, census region, census metropolitan area, serious illness (dementia, heart disease, stroke, lung disease, cancer, and diabetes), and if the respondent needed help with 3 or more activities of daily living. All other payers includes Medicare Advantage, Medicaid, private health maintenance organizations, Veteran's Administration, and other.

hospice incurred significantly lower Medicare costs for the last 3 days ($2267 lower; 95% CI, $1864-$2671), last week ($5308 lower; 95% CI, $4771-$5845), last 2 weeks ($6752 lower; 95% CI, $5989-$7515), 1 month ($8724 lower; 95% CI, $7135-$10 313), and 3 months ($7727 lower; 95% CI, $4721-$10 733) of life (Table 2). There was no significant difference in Medicare costs associated with hospice enrollment for the last 6 months of life.

## Costs Savings Associated With Hospice Use for Private Insurance and All Other Payers

Private insurance expenditures were lower for those who enrolled with hospice compared with those who did not enroll with hospice for all periods examined (Table 2). Unlike Medicare and families, private insurance and all other payers combined (Medicare Advantage, Medicaid, private HMOs, Veteran's Administration, and other) had evidence of cost savings associated with hospice in the last

Figure 1. Adjusted Health Care Cost Savings for Individuals Enrolled With Hospice Compared With Non-Hospice Control Participants by Health Care Event, 2002-2018



6 months of life ($2147 lower for private insurance; 95% CI, $1905-$2388; and $4270 lower for all other payers; 95% CI, $3296-$5245).

## Discussion

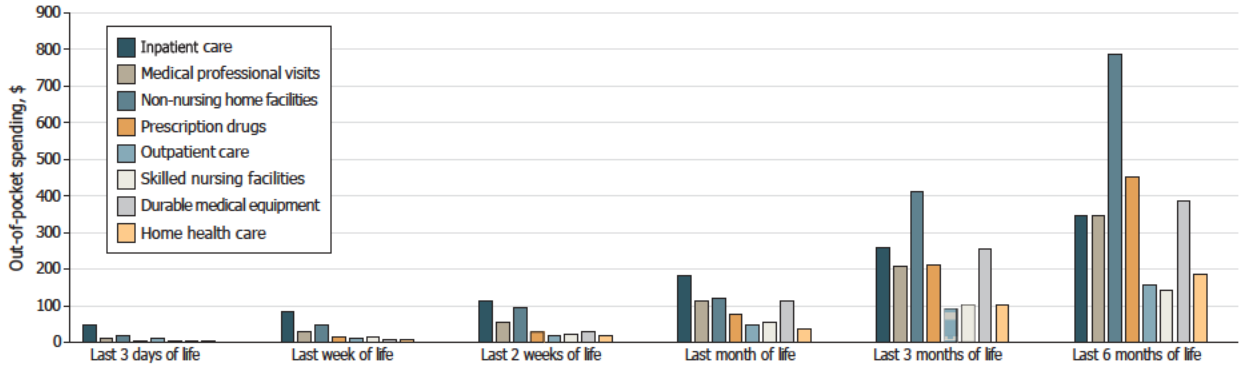
To our knowledge, this is the first examination of the association between hospice use and total health care costs across all payers. We found that hospice use was associated with lower total health care costs in the last 3 days to last 3 months of life. Given that more than 80% of community-dwelling hospice enrollees in our sample received care for 3 months or less, cost savings are attributable to the vast majority of the community-dwelling hospice population. We found no difference in total health care expenditures in the last 6 months of life associated with hospice use.

Importantly, we found that use of hospice did not shift costs from Medicare to families through higher family out-of-pocket spending. Health care costs were lower for patients and families receiving hospice for each time period examined up to 1 month prior to death compared with health care costs of patients and families who did not receive hospice. The magnitude of out-of-pocket savings owing to hospice are meaningful to many Americans, particularly those with lower socioeconomic status, including the 23% in the present study sample who were Medicaid eligible. The estimated 1-month out-of-pocket savings associated with hospice is $670, which represents roughly 20% of the monthly income of the lowest third of older adults in the US.[23] Further, the $670 estimated savings represents an almost 75% reduction in out-of-pocket costs compared with older adults who did not receive hospice care.

The present study provides new details regarding family out-of-pocket spending at the end of life. In the last month of life, families paid the highest amount in out-of-pocket health care expenses for inpatient care compared with what they spent for outpatient care, medical provider visits, prescription drugs, and other health care needs. In the last 3 months and 6 months of life, family health care spending was driven by care received in non-nursing home facilities such as assisted living facilities. Family spending for health care in these facilities averages $413 in the last 3 months of life and $789 in the last 6 months of life. These types of community-based residential settings comprise a wide range of environments with differing amounts of built-in services and high rates of hospice use.[24] The type of health care received in these settings and the financial burden for those residing there is an important emerging area of research.

Hospice was associated with lower total health care expenditures across all payers and families primarily owing to lower spending for inpatient care, consistent with prior work.[4] A primary goal of hospice is to manage pain and other symptoms in the home setting and avoid hospitalization. Exacerbations in clinical conditions can be addressed through higher levels of hospice care including continuous home care, which provides a minimum of 8 hours of licensed nursing care per day in the

Figure 2. Family Out-of-Pocket Health Care Expenditures of the Entire Study Population at the End of Life (N = 5464), 2002-2018



home. Although use of continuous home care by hospices is more expensive to Medicare, its association with reductions in hospitalizations may be contributing to our finding of health care savings.[25]

Medicare incurred lower health care costs for all measured time periods up to 3 months prior to death for community-dwelling individuals who enrolled with hospice. Cost savings were evident even for those who only enrolled with hospice in their last week of life, which is the case for approximately 25% of all hospice users in the US.[1] Although even a single day of hospice care may be beneficial to patients and families, many advocate for patients to receive at least 2 weeks of hospice care to experience the benefits. Greater cost savings from longer enrollment align with this quality metric. For those who enroll with hospice for 6 months of more prior to death, the cost of hospice care itself offsets the reductions in inpatient spending, mostly owing to high inpatient costs that occur near the end of life.

It will be important to evaluate the effect of the 2016 hospice payment reform on Medicare hospice spending. The 2-tiered per diem payment methodology implemented in 2016 pays higher per diem amounts for the first 60 days of hospice care and lower per diem amounts for each day beyond 60 days, as well as a service intensity add-on payment for visits in the last week of life. Although this change does not effect family out-of-pocket spending or spending by insurers other than Medicare, its effect on Medicare spending, differentially across length of hospice enrollment category, is a key area for future research.

### Limitations

The present study limitations include the inability to adjust for unmeasured characteristics of those who do and do not use hospice. In particular, preferences among people with serious illness, their family members, and their health care professionals are likely associated with both the exposure and outcome of interest. Given that preferences are not measured in MCBS or any of our linked data, we were unable to control for them. Although tools such as instrumental variables could help address unmeasured confounders such as preferences for care,[26] we did not identify a valid instrument in the data set. While imperfect, propensity score weighting is among the most rigorous tools available to compare groups outside of a randomized trial and it has been used in a wide range of studies to inform policy-relevant questions with observational data. Our analyses yield important, new information regarding spending at end of life across all payers, including families, in a large, population-based sample that could not otherwise be achieved for ethical and practical reasons with a randomized trial design. Second, we include only monetary costs and do not include unpaid caregiving by family members, which may be higher for those who are not receiving the interdisciplinary care of hospice teams. In addition, owing to sample size limitations, our examination of expenditures in the last 3 days of life is for hospice users who enrolled with hospice 0 to 7 days prior to death and therefore inflates the expenditures associated with hospice for those who enrolled with hospice 0 to 2 days prior to death. Despite this conservative approach, hospice use was associated with cost savings for all payers in the last 3 days of life. Finally, we are unable to account for payments that Medicare receives from hospices owing to the Hospice Aggregate Cap, which 10% to 15% of hospices incur each year.[27,28] Its inclusion would decrease estimates of Medicare spending for hospice enrollees and increase cost savings owing to hospice enrollment.

## Conclusions

The findings of this cohort study suggest that hospice use is an example of a health care model that demonstrates both components of the value proposition: it improves the quality of end-of-life care and is associated with lower health care costs. Moreover, unlike many other aspects of our health care system, cost reductions to insurers in the present study did not translate into higher costs for patients and their families.

## ARTICLE INFORMATION

**Accepted for Publication:** December 7, 2021.

**Published:** February 11, 2022. doi:10.1001/jamahealthforum.2021.5104



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**Author Contributions:** Dr Aldridge had full access to all of the data in the study and takes responsibility for the integrity of the data and the accuracy of the data analysis.

*Concept and design:* Aldridge, Moreno, McKendrick, Brody, May.

*Acquisition, analysis, or interpretation of data:* All authors.

*Drafting of the manuscript:* All authors.

*Critical revision of the manuscript for important intellectual content:* All authors.

*Statistical analysis:* Aldridge, Moreno, McKendrick, Li, May.

*Obtained funding:* Aldridge, Brody.

*Administrative, technical, or material support:* Aldridge.

*Supervision:* Aldridge.

**Conflict of Interest Disclosures:** Dr Brody reported grants from National Institutes of Health during the conduct of the study; and is a voluntary unpaid board member of MJHS Hospice and Palliative Care, a nonprofit hospice provider. Dr May reported consulting fees from Icahn School of Medicine at Mount Sinai during the conduct of the study. No other disclosures were reported.

**Funding/Support:** This work was funded by the National Institute of Nursing Research R01NR018462; Claude D. Pepper Older Americans Independence Center pilot award. Dr Aldridge was funded by the National Institute of Nursing Research R01NR018462; Claude D. Pepper Older Americans Independence Center pilot award.

**Role of the Funder/Sponsor:** The National Institute of Nursing had no role in the design and conduct of the study; collection, management, analysis, and interpretation of the data; preparation, review, or approval of the manuscript; and decision to submit the manuscript for publication.

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**SUPPLEMENT.**

**eTable 1.** Sample Derivation, Medicare Current Beneficiary Survey, 2002-2018

# EXHIBIT 16

## Letter of Financial commitment

Bristol Hospice
embracing a reverence for life

January 10, 2024

Department of Health
Certificate of Need Program
P O Box 47852
Olympia, Washington 98504-7852

RE: Bristol Hospice – Pierce, L.L.C.
Certificate of Need Application to Establish a Hospice Program in Pierce County, Washington

To Whom it May Concern:

As Chief Financial Officer of Bristol Hospice Parent, LLC, which is the parent entity of (i) Bristol Hospice Topco, Inc., (ii) Bristol Hospice Holdings, Inc., (iii) Bristol Hospice, L.L.C., and (iv) Bristol Hospice - Pierce, L.L.C., this letter hereby expresses commitment to the funds for the development and operation of the proposed hospice program in Pierce County, Washington.

The 12/31/2022 Consolidated Audited Financial Statements for Bristol Hospice Parent, LLC included with the CON application document available net working capital of approximately $ 54.5 million including $ 14.5 million in cash and cash equivalents and approximately $ 21.762 million in operating income.

As the CFO, I hereby authorize the release of such funds to Bristol Hospice - Pierce, L.L.C., as needed, to accomplish the project as proposed within its CON application.

Sincerely,

Michael Derrick
Chief Financial Officer
Bristol Hospice, LLC

# EXHIBIT 17

## Audited financial statements

# Bristol Ultimate Holdco, LP and Combined Affiliate

## Independent Auditor's Report and Combined Financial Statements

**December 31, 2022 and 2021**

# Bristol Ultimate Holdco, LP and Combined Affiliate

## December 31,2022 and 2021

## Contents

FORVIS

910 E. St. Louis Street, Suite 200 / Springfield, MO 65806
P 417.865.8701 / F 417.865.0682
forvis.com

# Independent Auditor's Report

Board of Managers
Bristol Ultimate Holdco, LP and Combined Affiliate
Salt Lake City, Utah

## *Opinion*

We have audited the combined financial statements of Bristol Ultimate Holdco, LP and its combined affiliate, Bristol Hospice Parent, LLC, which comprise the combined balance sheets as of December 31, 2022 and 2021, and the related combined statements of operations, partners' capital, and cash flows for the years then ended, and the related notes to the combined financial statements.

In our opinion, the accompanying combined financial statements present fairly, in all material respects, the combined financial position of Bristol Ultimate Holdco, LP and its combined affiliate, Bristol Hospice Parent, LLC, as of December 31, 2022 and 2021, and the combined results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

## *Basis for Opinion*

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the "Auditor's Responsibilities for the Audit of the Combined Financial Statements" section of our report. We are required to be independent of Bristol Ultimate Holdco, LP and Bristol Hospice Parent, LLC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

## *Emphasis of Matters*

As discussed in *Note 6* to the combined financial statements, in 2022, Bristol Ultimate Holdco, LP and its combined affiliate, Bristol Hospice Parent, LLC, adopted ASU 2016-02, *Leases (Topic 842)*. Our opinion is not modified with respect to this matter.

## *Responsibilities of Management for the Combined Financial Statements*

Management is responsible for the preparation and fair presentation of the combined financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of combined financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the combined financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Bristol Ultimate Holdco, LP and Bristol Hospice Parent, LLC's ability to continue as a going concern within one year after the date that these combined financial statements are available to be issued.

### *Auditor's Responsibilities for the Audit of the Combined Financial Statements*

Our objectives are to obtain reasonable assurance about whether the combined financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence judgment made by a reasonable user based on the combined financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the combined financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the combined financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Bristol Ultimate Holdco, LP and Bristol Hospice Parent, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the combined financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Bristol Ultimate Holdco, LP and Bristol Hospice Parent, LLC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

### *Supplementary Information*

Our audit was conducted for the purpose of forming an opinion on the combined financial statements as a whole. The combining schedules listed in the table of contents are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information has not been subjected to auditing procedures applied in the audit of the combined financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

FORVIS, LLP

Springfield, Missouri
September 29, 2023

# Bristol Ultimate Holdco, LP and Combined Affiliate

## Combined Balance Sheets

## December 31, 2022 and 2021

| | 2022 | 2021 |
|---|---|---|
| **Assets** | | |
| **Current Assets** | | |
| Cash | $ 15,490,607 | $ 27,625,376 |
| Patient accounts receivable, net of allowance 2022 - $1,642,126, 2021 - $1,866,651 | 89,521,735 | 68,723,532 |
| Other receivables | 3,353,735 | 3,928,546 |
| Prepaid expenses and other | 8,089,441 | 5,842,685 |
| Total current assets | 116,455,518 | 106,120,139 |
| **Property and Equipment, At Cost** | | |
| Leasehold improvements | 1,324,743 | 1,207,953 |
| Equipment | 655,279 | 674,547 |
| Furniture and fixtures | 2,234,060 | 1,755,312 |
| Buildings | 397,673 | 397,673 |
| | 4,611,755 | 4,035,485 |
| Less accumulated depreciation | 2,846,948 | 2,220,985 |
| | 1,764,807 | 1,814,500 |
| **Other Assets** | | |
| Goodwill, net of accumulated amortization 2022 - $170,462,790, 2021 -$118,695,452 | 351,106,225 | 386,970,665 |
| Other intangible assets, net of accumulated amortization 2022 - $10,470,133, 2021 -$8,073,033 | 27,906,317 | 29,403,417 |
| Deposits | 386,420 | 295,300 |
| Other non-current receivables | 6,693,487 | 2,302,669 |
| Deferred tax assets, net | 642,001 | 417,405 |
| Right-of-use assets - operating leases | 15,035,862 | - |
| | 401,770,312 | 419,389,456 |
| Total assets | $ 519,990,637 | $ 527,324,095 |

| | 2022 | 2021 |
|---|---|---|
| **Liabilities and Partners' Capital** | | |
| **Current Liabilities** | | |
| Current maturities of long-term debt | $ 3,521,848 | $ 3,384,344 |
| Accounts payable | 12,261,042 | 10,776,979 |
| Due to partners | - | 5,088,672 |
| Estimated third-party payor settlement payable | 9,973,596 | 7,443,002 |
| Accrued payroll and related liabilities | 14,502,468 | 15,401,965 |
| Other accrued expenses | 13,584,977 | 12,516,105 |
| Total current liabilities | 53,843,931 | 54,611,067 |
| **Long-Term Liabilities** | | |
| Operating lease liabilities | 10,072,183 | - |
| Long-term debt, net of current portion and debt issuance costs | 372,001,569 | 331,947,372 |
| Total liabilities | 435,917,683 | 386,558,439 |
| **Partners' Capital** | 84,072,954 | 140,765,656 |
| Total liabilities and partners' capital | $ 519,990,637 | $ 527,324,095 |

# Bristol Ultimate Holdco, LP and Combined Affiliate

## Combined Statements of Operations

## Years Ended December 31, 2022 and 2021

| | 2022 | 2021 |
|---|---|---|
| **Operating Revenue** | | |
| Patient service revenue | $ 385,205,825 | $ 352,755,572 |
| **Operating Expenses** | | |
| Salaries and benefits | 243,695,333 | 200,988,279 |
| Purchased services | 18,619,442 | 15,097,971 |
| Supplies | 24,602,435 | 21,848,728 |
| Transportation | 9,654,158 | 8,175,374 |
| General and administrative | 47,117,861 | 50,062,807 |
| Rents and leases | 20,718,162 | 19,710,996 |
| Contract services | 1,557,913 | 1,636,896 |
| Utilities | 3,011,365 | 2,784,917 |
| Depreciation | 626,778 | 579,595 |
| Amortization of intangible assets and goodwill | 54,164,437 | 46,326,803 |
| | 423,767,884 | 367,212,366 |
| **Operating Loss** | (38,562,059) | (14,456,794) |
| **Other Income (Expense)** | | |
| Interest and other income | 46,444 | 99,712 |
| Interest expense | (28,334,355) | (20,448,443) |
| | (28,287,911) | (20,348,731) |
| **Loss Before Income Taxes** | (66,849,970) | (34,805,525) |
| **Provision for Income Taxes** | (2,233,798) | (2,535,943) |
| **Net Loss** | $ (69,083,768) | $ (37,341,468) |

# Bristol Ultimate Holdco, LP and Combined Affiliate

## Combined Statements of Partners' Capital

## Years Ended December 31, 2022 and 2021

| | |
|---|---|
| **Balance, January 1, 2021** | $ 174,961,908 |
| Share-based compensation | 3,145,216 |
| Net loss | (37,341,468) |
| **Balance, December 31, 2021** | 140,765,656 |
| Share-based compensation | 2,368,507 |
| Partner contributions | 10,686,427 |
| Partner distributions | (663,868) |
| Net loss | (69,083,768) |
| **Balance, December 31, 2022** | $ 84,072,954 |

# Bristol Ultimate Holdco, LP and Combined Affiliate

## Combined Statements of Cash Flows

## Years Ended December 31, 2022 and 2021

| | 2022 | 2021 |
|---|---|---|
| **Operating Activities** | | |
| Net loss | $ (69,083,768) | $ (37,341,468) |
| Items not requiring (providing) operating cash flow | | |
| Depreciation | 626,778 | 579,595 |
| Amortization of intangible assets and goodwill | 54,164,437 | 46,326,803 |
| Amortization of debt issuance costs | 1,191,326 | 1,127,714 |
| Deferred income taxes | (17,733,436) | (8,948,543) |
| Deferred tax asset valuation allowance | 17,508,840 | 8,877,528 |
| Noncash operating lease expense | 265,805 | - |
| Share-based compensation | 2,368,507 | 3,145,216 |
| Changes in | | |
| Patient accounts receivable | (20,025,645) | (13,430,991) |
| Due to partners | (5,088,672) | 5,088,672 |
| Other receivables | (3,816,007) | (3,585,343) |
| Accounts payable and accrued expenses | (5,312,414) | 2,879,734 |
| Other assets and liabilities | 192,718 | (441,889) |
| Net cash provided by (used in) operating activities | (44,741,531) | 4,277,028 |
| **Investing Activities** | | |
| Purchase of property and equipment | (577,085) | (624,636) |
| Proceeds from (payments of) purchase price adjustment | (311,148) | 631,466 |
| Payment for business acquisitions, net of cash acquired | (15,527,939) | (88,204,714) |
| Net cash used in investing activities | (16,416,172) | (88,197,884) |
| **Financing Activities** | | |
| Principal payments on long-term debt | (3,349,625) | (2,815,624) |
| Decrease in outstanding checks in excess of bank balance | - | (692,008) |
| Proceeds from issuance of long-term debt | 42,350,000 | 76,250,000 |
| Distributions to partners | (663,868) | - |
| Contributions from partners | 10,686,427 | - |
| Net cash provided by financing activities | 49,022,934 | 72,742,368 |
| **Decrease in Cash** | (12,134,769) | (11,178,488) |
| **Cash, Beginning of Year** | 27,625,376 | 38,803,864 |
| **Cash, End of Year** | $ 15,490,607 | $ 27,625,376 |

# Bristol Ultimate Holdco, LP and Combined Affiliate

## Combined Statements of Cash Flows

## Years Ended December 31, 2022 and 2021

| | 2022 | 2021 |
|---|---|---|
| **Supplemental Cash Flows Information** | | |
| Interest paid | $ 25,390,007 | $ 19,751,354 |
| ROU assets obtained in exchange for new operating lease liabilities | $ 5,238,348 | $ - |
| The Company purchased all of the outstanding securities of Hope Hospice Inc. for $7,970,246. | | |
| In conjunction with the acquisition, liabilities were assumed as follows: | | |
| Fair value of assets acquired | $ 9,172,311 | $ - |
| Cash paid | (7,970,246) | - |
| Liabilities assumed | $ 1,202,065 | $ - |
| The Company purchased all of the outstanding securities of KMS Health Inc. dba Hospice Select for $7,720,309. | | |
| In conjunction with the acquisition, liabilities were assumed as follows: | | |
| Fair value of assets acquired | $ 8,254,612 | $ - |
| Cash paid | (7,720,309) | - |
| Liabilities assumed | $ 534,303 | $ - |
| The Company purchased all of the outstanding securities of Bristol Hospice, LLC for $1,060,000. | | |
| In conjunction with the acquisition, liabilities were assumed as follows: | | |
| Fair value of assets acquired | $ 1,060,000 | $ - |
| Cash paid | (1,060,000) | - |
| Liabilities assumed | $ - | $ - |
| The Company purchased certain assets of Dierksen Hospice, LLC for $1,450,000. | | |
| In conjunction with the acquisition, liabilities were assumed as follows: | | |
| Fair value of assets acquired | $ - | $ 1,450,000 |
| Cash paid | - | (1,450,000) |
| Liabilities assumed | $ - | $ - |
| The Company purchased certain assets of Inland Regional Hospice, LLC for $3,780,000. | | |
| In conjunction with the acquisition, liabilities were assumed as follows: | | |
| Fair value of assets acquired | $ - | $ 3,780,000 |
| Cash paid | - | (3,780,000) |
| Liabilities assumed | $ - | $ - |

# Bristol Ultimate Holdco, LP and Combined Affiliate

## Combined Statements of Cash Flows

## Years Ended December 31, 2022 and 2021

| | 2022 | 2021 |
|---|---|---|
| The Company purchased all of the outstanding shares of capital stock of Angelic Heart Hospice, Inc. for $500,000. | | |
| In conjunction with the acquisition, liabilities were assumed as | | |
| Fair value of assets acquired | $ - | $ 500,000 |
| Cash paid | - | (500,000) |
| Liabilities assumed | $ - | $ - |
| The Company purchased all of the outstanding equity interests of the Inspiring Portfolio for $49,711,100. | | |
| In conjunction with the acquisition, liabilities were assumed as | | |
| Fair value of assets acquired | $ - | $ 50,288,177 |
| Cash paid | - | (49,711,100) |
| Liabilities assumed | $ - | $ 577,077 |
| The Company purchased certain assets of A Plus Hospice, Inc. for $16,498,000. | | |
| In conjunction with the acquisition, liabilities were assumed as | | |
| Fair value of assets acquired | $ - | $ 16,498,000 |
| Cash paid | - | (16,498,000) |
| Liabilities assumed | $ - | $ - |
| The Company purchased certain assets of NorCal Hospice, Inc. for $4,102,000. | | |
| In conjunction with the acquisition, liabilities were assumed as | | |
| Fair value of assets acquired | $ - | $ 4,102,000 |
| Cash paid | - | (4,102,000) |
| Liabilities assumed | $ - | $ - |
| Regional Hospice Care Group of NW Louisiana, L.L.C. for $12,163,614. | | |
| In conjunction with the acquisition, liabilities were assumed as | | |
| Fair value of assets acquired | $ - | $ 12,849,000 |
| Cash paid | - | (12,163,614) |
| Liabilities assumed | $ - | $ 685,386 |

# Bristol Ultimate Holdco, LP and Combined Affiliate
## Notes to Combined Financial Statements
## December 31, 2022 and 2021

## Note 1: Nature of Operations and Summary of Significant Accounting Policies

### *Nature of Operations*

The Company underwent a common control transaction during the year ended December 31, 2021. A new parent company, Bristol Ultimate Holdco, LP, was created in 2021 and through the exchange of equity interests the common control transaction was fully completed in 2022. The transaction is further described in *Note 16* and ownership structure as of each respective year end is described below.

***2021***

Bristol Ultimate Holdco, LP is a private equity-owned Delaware Company and as of December 31, 2021 is the 87 percent owner of its subsidiary Bristol Hospice Topco, Inc., which is the 100 percent owner of Bristol Hospice Holdings, Inc., which is likewise the 100 percent owner of Bristol Hospice, LLC. Bristol Hospice, LLC operates Medicare-certified hospice agencies in Arizona, California, Colorado, Florida, Georgia, Hawaii, Louisiana, Michigan, Nevada, Oregon, Texas, and Utah. Bristol Ultimate Holdco, LP was formed in 2021, see *Note 16*, and is headquartered in Salt Lake City, Utah.

Additionally, Bristol Ultimate Holdco, LP is the 87 percent owner of its subsidiary NCP Parent, LLC, as of December 31, 2021, which is the 100 percent owner of Nuclear Care Partners Holdings, Inc., which is likewise the 100 percent owner of NCP Investor, Inc., which is likewise the 100 percent owner of Nuclear Care Partners, LLC. Nuclear Care Partners, LLC provides healthcare services to former Department of Energy workers who have been diagnosed with work-related illnesses throughout the United States. As an approved provider under U.S. Department of Labor (DOL) programs, NCP's services qualify for no-cost, in-home medical benefits.

As of December 31, 2021, Bristol Hospice Parent, LLC is the 13 percent owner of the consolidated subsidiaries of Bristol Hospice Topco, Inc. and NCP Parent, LLC, see *Note 16* and Principles of Combination below.

***2022***

Bristol Ultimate Holdco, LP is a private equity-owned Delaware Company and during the year ended December 31, 2022 became the sole owner of its subsidiary Bristol Hospice Topco, Inc., which is the 100 percent owner of Bristol Hospice Holdings, Inc., which is likewise the 100 percent owner of Bristol Hospice, LLC. Bristol Hospice, LLC operates Medicare-certified hospice agencies in Arizona, California, Colorado, Florida, Georgia, Hawaii, Illinois, Louisiana, Massachusetts, Michigan, Missouri, Nevada, Oklahoma, Oregon, Texas, Utah, and Virginia. Bristol Ultimate Holdco, LP was formed in 2021, see *Note 16*, and is headquartered in Salt Lake City, Utah.

Additionally, Bristol Ultimate Holdco, LP became the sole owner of its subsidiary NCP Parent, LLC, during the year ended December 31, 2022, which is the 100 percent owner of Nuclear Care Partners Holdings, Inc., which is likewise the 100 percent owner of NCP Investor, Inc., which is likewise the 100 percent owner of Nuclear Care Partners, LLC.

Nuclear Care Partners, LLC provides healthcare services to former Department of Energy workers who have been diagnosed with work-related illnesses throughout the United States. As an approved provider under U.S. DOL programs, NCP's services qualify for no-cost, in-home medical benefits.

As a result of the common control transaction, Bristol Hospice Parent, LLC was effectively dissolved during the year ended December 31, 2022, see *Note 16*.

The Company executed multiple transactions throughout 2022 and 2021 that significantly expanded the operations of the Company. See further discussion of the business combinations at *Note 15*.

### *Principles of Combination*

The combined financial statements include the following (collectively, "the Company"):

- Bristol Ultimate Holdco, LP and Bristol Hospice Parent, LLC, which was dissolved during 2022 (see *Note 16)*, and their wholly owned subsidiaries:
  - NCP Parent, LLC (NCP)
    - Nuclear Care Partners Holdings, Inc.
      - NCP Investor, Inc.
        - Nuclear Care Partners, LLC
  - Bristol Hospice Topco, Inc. (Bristol)
    - Bristol Hospice Holdings, Inc.
      - Bristol Hospice, L.L.C. and its wholly owned subsidiaries:
        - Bristol Hospice – Coachella Valley, L.L.C.
        - Bristol Hospice – San Jose, L.L.C.
        - Bristol Hospice – California, L.L.C.
        - Bristol Hospice – Hawaii, L.L.C.
        - Bristol Hospice – Inland Valley, L.L.C.
        - Bristol Hospice – Inland Empire, L.L.C.
        - Bristol Hospice – Utah, L.L.C.
        - Bristol Hospice – Utah II, L.L.C.
        - Bristol Hospice – Sacramento, L.L.C.
        - Bristol Hospice – Miami Dade, LLC
        - Bristol Hospice – Eugene, L.L.C.
        - Bristol Hospice – East Bay, L.L.C.
        - Bristol Hospice – San Diego, L.L.C.
        - Bristol Hospice – Rogue Valley, L.L.C.
        - Bristol Hospice – Simi Valley, LLC
        - Bristol Hospice – Madison, L.L.C.
        - Bristol Hospice – Green Bay, L.L.C.
        - Bristol Hospice – Bend, L.L.C.
        - Angelic Heart Hospice, Inc. d/b/a Bristol Hospice – Mid Michigan (see *Note 15*)
        - Inspiring Hospice Partners of Georgia, LLC d/b/a Bristol Hospice – East Georgia (see *Note 15*)

- Regional Hospice Care Group of NW Louisiana, L.L.C. (see *Note 15*)
- High Desert Hospice LLC d/b/a Bristol Hospice – Klamath Falls (see *Note 15*)
- Inspiring Hospice Partners of Oregon, LLC (see *Note 15*)
- Bristol Consulting and Management Services, L.L.C.
- BH Ventures, L.L.C.
  - Bristol Hospice – East, L.L.C.
    - Bristol Hospice – Georgia, L.L.C.
  - Bristol Hospice and Homecare – South Central, L.L.C.
    - Bristol Hospice – Pathways, L.L.C.
    - Bristol Hospice – Texas, L.L.C.
  - Bristol Hospice and Homecare – Northwest, L.L.C.
    - Bristol Hospice – Oregon, L.L.C.
- Optimal Health Services, Inc.
  - Optimal Home Health Care, Inc. (Closed in 2022)
  - Optimal Hospice, Inc.
    - Optimal Hospice Care, Inc.
- Suncrest Hospice, LLC
- Suncrest Hospice – NOCO, L.L.C.
- Comfort Hospice and Palliative Care, LLC
- New Dawn Health and Hospice, Inc.
- Hope Hospice, Inc. (see *Note 15*)
- Sojourn Redding Holdings, LLC
  - Sojourn Hospice and Palliative Care Redding, LLC
- Sojourn Modesto Holdings, LLC
  - Sojourn Hospice and Palliative Care Modesto, LLC
- Sojourn Fresno Holdings, LLC
  - Sojourn Hospice and Palliative Care Fresno, LLC
- Sojourn San Diego Holdings, LLC
  - Sojourn Hospice and Palliative Care San Diego, LLC
- Sojourn East Bay Holdings, LLC
  - Sojourn Hospice and Palliative Care East Bay, LLC
- Bristol Hospice, LLC (see *Note 15*)
- Brighton Home Health, LLC (2022 start-up)
- Bristol Hospice – Richmond, L.L.C. (2022 start-up)
- KMS Health Inc. (see *Note 15*)
- Bristol Palliative Care Services, L.L.C. (2022 start-up)
- Bristol Hospice – Virginia Beach, L.L.C. (2022 start-up)
- Bristol Hospice – Pierce, L.L.C. (2022 start-up)
- Bristol Hospice – Oklahoma, L.L.C. (2022 start-up)

- Bristol Hospice – Chicago, L.L.C. (2022 start-up)
- Health Essentials Holdings, Inc.
  - Health Essentials Acquisition Corp.
    - Remita Health Management, LLC
    - Gerinet Physician Services, Inc.
      - Hospice Touch, LLC
      - Gerinet Palliative Care, LLC
    - HealthEssentials, LLC
    - Hospice Touch, Inc.

When the Company acquires entities through business acquisitions (see *Note 15*), those entities are brought on either as new entities, as noted above, or the patients related to those entities are subsumed into pre-existing entities. As such, not all acquired entities are listed above depending on the treatment. Additionally, the Company initiates growth through start up entities in new markets.

All significant intercompany accounts and transactions have been eliminated in combination.

### *Use of Estimates*

The preparation of combined financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the combined financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

### *Cash*

At December 31, 2022, the Company's cash accounts exceeded federally insured limits by approximately $17,124,000.

### *Patient Accounts Receivable*

Patient accounts receivable reflects the outstanding amount of consideration to which the Company expects to be entitled in exchange for providing patient care. These amounts are due from patients, third-party payors (including health insurers and government programs), and others. As a service to the patient, the Company bills third-party payors directly and bills the patient when the patient's responsibility for copays, coinsurance, and deductibles is determined. Patient accounts receivable are due in full when billed.

The Company performs individual credit risk assessments which evaluate the individual circumstances, abilities, and intentions of each patient prior to providing the patient services. If subsequent to providing the services the Company becomes aware of patient-specific events, facts, or circumstances indicating patients no longer have the ability or intention to pay the amount of consideration to which the Company expected to be entitled for providing the patient services, then the related patient receivable balances are written off as bad debt expense and reported in the combined statement of operations as a component of operating expenses.

### *Property and Equipment*

Property and equipment acquisitions are recorded at cost or fair value for assets acquired as part of business combinations and are depreciated on a straight-line basis over the estimated useful life of each asset. Leasehold improvements are amortized over the shorter of the lease term or respective estimated useful lives.

The estimated useful lives for each major depreciable classification of property and equipment are as follows:

| | |
|---|---|
| Leasehold improvements | 5 – 20 years |
| Equipment | 2 – 15 years |
| Furniture and fixtures | 5 – 10 years |
| Building | 40 years |

### *Goodwill and Indefinite-Lived Intangible Assets*

The Company has elected the private company accounting alternative for identifiable intangible assets in a business combination. Under this alternative, certain customer-related intangible assets and noncompetition agreements are subsumed into goodwill and are no longer required to be recognized separately in the accounting for a business combination.

The Company has also elected the private company accounting alternative for the subsequent measurement of goodwill. Under this alternative, goodwill is amortized on a straight-line basis over 10 years. The Company evaluates the recoverability of the carrying value of goodwill and indefinite-lived intangibles at the entity level whenever events or circumstances indicate the carrying amount may not be recoverable.

In testing goodwill and indefinite-lived intangibles for impairment, the Company has the option first to perform a qualitative assessment to determine whether it is more likely than not that goodwill or indefinite-lived intangible assets are impaired or the Company can bypass the qualitative assessment and proceed directly to the quantitative test by comparing the carrying amount to the fair value of goodwill or indefinite-lived intangibles. If the implied fair value of goodwill or the fair value of the indefinite-lived intangibles is lower than its carrying amount, an impairment loss is recognized in an amount equal to the difference. Subsequent increases in value are not recognized in the combined financial statements.

### *Intangible Assets*

Intangible assets with finite lives are being amortized on the straight-line basis over 10 years. Such assets are periodically evaluated as to the recoverability of their carrying values. Intangible assets without finite lives are evaluated annually for impairment. If the implied fair value of an intangible asset is written down to its implied fair value. Subsequent increases in intangible assets values are not recognized in the combined financial statements.

### *Long-Lived Asset Impairment*

The Company evaluates the recoverability of the carrying value of long-lived assets whenever events or circumstances indicate the carrying amount may not be recoverable. If a long-lived asset is tested for recoverability and the undiscounted estimated future cash flows expected to result from the use and eventual disposition of the asset is less than the carrying amount of the asset, the asset cost is adjusted to fair value and an impairment loss is recognized as the amount by which the carrying amount of a long-lived asset exceeds its fair value.

No asset impairment was recognized during the years ended December 31, 2022 and 2021.

### *Debt Issuance Costs*

Debt issuance costs represent costs incurred in connection with the issuance of long-term debt. Such costs are being amortized over the term of the respective debt using the effective interest method.

### *Contract Liabilities*

Amounts received related to health care services that have not yet been provided to patients are contract liabilities. Contract liabilities consist of payments made by third-party payors for services not yet performed.

### *Patient Service Revenue*

Patient service revenue is recognized as the Company satisfies performance obligations under its contracts with patients. Patient service revenue is reported at the estimated transaction price or amount that reflects the consideration to which the Company expects to be entitled in exchange for providing patient care. The Company determines the transaction price based on standard charges for services provided, reduced by contractual adjustments provided to third-party payors, discounts provided to uninsured patients in accordance with the Company's policies, and implicit price concessions provided to uninsured patients. The Company determines its estimates of explicit price concessions which represent adjustments and discounts based on contractual agreements, its discount policies, and historical experience by payor groups. The Company determines its estimate of implicit price concessions based on its historical collection experience by classes of patients. The estimated amounts also include variable consideration for retroactive revenue adjustments due to settlement of audits, reviews, and investigations by third-party payors.

### *Self-Insurance*

The Company has elected to self-insure certain costs related to employee accident benefit programs and during 2022 became self-insured for employee health insurance. Costs resulting from noninsured losses are charged to income when incurred. The Company has purchased insurance that limits its exposure for individual claims and limits its aggregate exposure to $250,000 for employee accident benefit programs and its individual exposure to $175,000 for employee health insurance, see *Note 11*.

### *Professional Liability Claims*

The Company recognizes an accrual for claim liabilities based on estimated ultimate losses and costs associated with settling claims and a receivable to reflect the estimated insurance recoveries, if any. Professional liability claims are described more fully in *Note 10*.

### *Share-Based Compensation*

At December 31, 2022 and 2021, the Company has a share-based employee compensation plan, which is described more fully in *Note 13*. The Company's accounting policy is to recognize forfeitures as they occur.

### *Income Taxes*

Bristol Hospice Topco, Inc. and Nuclear Care Partners Holdings, Inc. account for income taxes in accordance with income tax accounting guidance (Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 740, *Income Taxes*). The income tax accounting guidance results in two components of income tax expense: current and deferred. Current income tax expense reflects taxes to be paid or refunded for the current period by applying the provisions of the enacted tax law to the taxable income or excess of deductions over revenues. Bristol Hospice Topco, Inc. and NCP Holdings, Inc. will each file combined C corporation tax returns with their respective subsidiary entities.

Bristol Ultimate Holdco, LP and Bristol Hospice Parent, LLC, which was dissolved during 2022 (see *Note 16*), are not directly subject to income taxes under the provision of the Internal Revenue Code and applicable state laws. Therefore, taxable income or loss is reported to the individual members for inclusion in their respective tax returns and no provision for federal and state income taxes has been included in the accompanying combined financial statements for these entities.

### *Revisions*

Certain immaterial revisions have been made to the 2021 combined balance sheets for presentation of related party receivables as non-current. These revisions did not have a significant impact on the financial statement line items impacted and had no effect on net earnings.

## Note 2: Patient Service Revenue

Patient service revenue is reported at the amount that reflects the consideration to which the Company expects to be entitled in exchange for providing patient care. These amounts are due from patients, third-party payors (including health insurers and government programs), and others and includes variable consideration for retroactive revenue adjustments due to settlement of audits, reviews, and investigations. Generally, the Company bills the patients and third-party payors several days after the services are performed or the patient is discharged from the facility. Revenue is recognized as performance obligations are satisfied.

### *Performance Obligations*

Performance obligations are determined based on the nature of the services provided by the Company. The Company believes that this method provides a faithful depiction of the transfer of services over the term of the performance obligation based on the inputs needed to satisfy the obligation. Generally, performance obligations satisfied over time relate to patients receiving home health and hospice care services. The Company measures the performance obligation from commencement of services, to the point when it is no longer required to provide services to that patient, which is generally at the time of completion of a hospice care day or completion of a home care hourly unit.

Because all of its performance obligations relate to contracts with a duration of less than one year, the Company has elected to apply the optional exemption provided in FASB ASC 606-10-50-14(a) and, therefore, is not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period. The unsatisfied or partially unsatisfied performance obligations referred to above are primarily related to incomplete episodes of care at the end of the reporting period. The performance obligations for these contracts are generally completed when the patients are discharged, which generally occurs within days or weeks of the end of the reporting period.

### *Transaction Price*

The Company determines the transaction price based on standard charges for services provided, reduced by contractual adjustments provided to third-party payors and other discounts and implicit price concessions provided to patients in accordance with the Company's policy and estimates an allowance for uncollectible accounts based on an upfront assessment of patient credit risk. The Company determines its estimates of contractual adjustments and discounts based on contractual agreements, its discount policies, and historical experience. The Company determines its estimate of implicit price concessions based on its historical collection experience with this class of patients.

### *Third-Party Payors*

Agreements with third-party payors typically provide for payments at amounts less than established charges. A summary of the payment arrangements with major third-party payors follows:

*Medicare*. Hospice services rendered to Medicare program beneficiaries are reimbursed prospectively subject to certain limitations, and no additional settlement will be made on the difference between the interim per diem rates and actual costs.

The Company's Medicare hospice revenue is subject to an annual per-beneficiary limit (Medicare cap). The Medicare cap limits total Medicare payments to each of the Company's hospice licenses to a specified dollar amount multiplied by the pro-rated number of Medicare beneficiaries receiving services from that provider during the cap year. Pro-rated beneficiaries are calculated by determining the ratio of the hospice services provided by the Company to each beneficiary as a proportion of the total past, current, and future hospice services that beneficiary receives from any hospice provider. The cap year ends on September 30 each year.

Since the calculation of pro-rated beneficiaries relies upon projections of each beneficiary's future use of hospice services, the calculation of Medicare cap involves significant judgment. Accordingly, these estimates may change materially over time.

The Company monitors each of its licenses carefully and at December 31, 2022 and 2021, the estimated Medicare cap liability included in estimated third party payor settlement payable in the combined balance sheets was $7,742,501 and $7,443,002, respectively, which related to the 2022, 2021, 2020, 2019, and 2018 cap years.

*Medicaid*. Hospice services rendered to Medicaid program beneficiaries are reimbursed prospectively at rates established by the state Medicaid program with no settlement made on the difference between the interim prospective amounts paid and actual costs.

*Department of Labor*. Home health services rendered to former Department of Energy workers are reimbursed by the DOL based on the Office of Workers' Compensation Programs (OWCP) Medical Fee Schedule, which is administered by the DOL and is nonnegotiable. This schedule outlines the Current Procedural Terminology (CPT) codes developed by the American Medical Association (AMA) as a listing of descriptive terms and codes for reporting medical services and procedures being performed.

*Other*. Payment agreements with certain commercial insurance carriers, health maintenance organizations, and preferred provider organizations provide for payment using prospectively determined rates per discharge, discounts from established charges, and prospectively determined daily rates.

Laws and regulations concerning government programs, including Medicare and Medicaid, are complex and subject to varying interpretation. As a result of investigations by governmental agencies, various health care organizations have received requests for information and notices regarding alleged noncompliance with those laws and regulations, which, in some instances, have resulted in organizations entering into significant settlement agreements. Compliance with such laws and regulations may also be subject to future government review and interpretation, as well as significant regulatory action, including fines, penalties, and potential exclusion from the related programs. There can be no assurance that regulatory authorities will not challenge the Company's compliance with these laws and regulations, and it is not possible to determine the impact (if any) such claims or penalties would have upon the Company. In addition, the contracts the Company has with commercial payors also provide for retroactive audit and review of claims.

Settlements with third-party payors for retroactive adjustments due to audits, reviews, or investigations are considered variable consideration and are included in the determination of the estimated transaction price for providing patient care. These settlements are estimated based on the terms of the payment agreement with the payor, correspondence from the payor, and the Company's historical settlement activity, including an assessment to ensure that it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur when the uncertainty associated with the retroactive adjustment is subsequently resolved. Estimated settlements are adjusted in future periods as adjustments become known based on newly available information or as years are settled or are no longer subject to such audits, reviews, and investigations.

### *Patients and Uninsured Payors*

Generally, patients who are covered by third-party payors are responsible for related deductibles and coinsurance, which vary in amount. The Company assesses the patient's ability to pay for their services at the time of patient admission and an allowance for uncollectible accounts is estimated based on credit risk experience. After the initial credit risk assessment, the Company estimates the transaction price for patients with deductibles and coinsurance and from those who are uninsured based on historical experience and current market conditions. The initial estimate of the transaction price is determined by reducing the standard charge by any discounts or adjustments of charges that are not due to credit risk, such as contractual adjustments, discounts, and implicit price concessions based on historical collections experience. Subsequent changes to the estimate of the transaction price are generally recorded as adjustments to patient service revenue in the period of the change. For the years ended December 31, 2022 and 2021, respectively, a reduction in revenue of approximately $6,491,000 and $7,414,000 was recognized due to changes in its estimates of implicit price concessions, discounts, and contractual adjustments for performance obligations satisfied in prior years. Subsequent changes that are determined to be the result of an adverse change in the patient's ability to pay are recorded as bad debt expense.

### *Refund Liabilities*

From time to time, the Company will receive overpayments of patient balances from third-party payors or patients resulting in amounts owed back to either the patients or third-party payors. These amounts are excluded from revenues and are recorded as liabilities until they are refunded. As of December 31, 2022 and 2021, the Company had a liability for refunds to third-party payors and patients recorded of approximately $1,212,000 and $962,000, respectively, included in other accrued expenses on the combined balance sheets.

### *Revenue Composition*

The Company has determined that the nature, amount, timing, and uncertainty of revenue and cash flows are affected by the following factors:

- Payors (for example, Medicare, Medicaid, managed care, or other insurance, DOL, patient) have different reimbursement and payment methodologies
- Length of the patient's service or episode of care
- Geography of the service location
- Method of reimbursement
- Company's line of business that provided the service (for example, home health, hospice, etc.)

For the years ended December 31, 2022 and 2021, the Company recognized revenue of $385,205,825 and $352,755,572, respectively, from services that transfer to the patient over time.

### *Contract Balances*

The following table provides information about the Company's receivables from contracts with customers for the years ended December 31, 2022 and 2021:

| | 2022 | 2021 |
|---|---|---|
| Accounts receivable, beginning of year | $ 68,723,532 | $ 53,358,481 |
| Accounts receivable, end of year | 89,521,735 | 68,723,532 |

### *Contract Liabilities*

Contract liabilities represent the Company's obligation to provide services to patients when consideration has already been received from a third-party payor.

Significant change in contract liabilities during the years ended December 31, 2022 and 2021, include $823,796 and $5,526,771, respectively, of accelerated Medicare payments previously received that have been recognized as revenue during the year ended December 31, 2022 and 2021. Contract liabilities of $0 and $823,796 remain at December 31, 2022 and 2021, respectively. See further described at *Note 17*.

## Note 3: Concentration of Credit Risk

The Company grants credit without collateral to its patients, most of whom are residents of the various geographies serviced and are insured under third-party payor agreements.

The mix of net receivables from patients and third-party payors at December 31, 2022 and 2021, was:

| | 2022 | 2021 |
|---|---|---|
| Medicare | 46% | 51% |
| Medicaid | 12% | 7% |
| Department of Labor | 16% | 16% |
| Other third-party payors | 26% | 26% |
| | 100% | 100% |

### Note 4: Acquired Intangible Assets and Goodwill

The carrying basis and accumulated amortization of recognized intangible assets and goodwill at December 31, 2022 and 2021, was:

| | 2022 | | 2021 | |
|---|---|---|---|---|
| | Gross Carrying Amount | Accumulated Amortization | Gross Carrying Amount | Accumulated Amortization |
| Amortized intangible assets | | | | |
| Goodwill | $ 521,569,015 | $ 170,462,790 | $ 505,666,117 | $ 118,695,452 |
| Trade names | 23,971,000 | 10,470,133 | 23,971,000 | 8,073,033 |
| | $ 545,540,015 | $ 180,932,923 | $ 529,637,117 | $ 126,768,485 |
| Unamortized intangible assets | | | | |
| State licenses and provider numbers | $ 14,405,450 | | $ 13,505,450 | |

Amortization expense for the years ended December 31, 2022 and 2021, was $54,164,437 and $46,326,803, respectively. Estimated amortization expense for each of the following five years is:

| | |
|---|---|
| 2023 | $ 54,563,907 |
| 2024 | 54,563,907 |
| 2025 | 54,563,907 |
| 2026 | 54,563,907 |
| 2027 | 54,563,907 |

The changes in the carrying amount of goodwill for the years ended December 31, 2022 and 2021, were:

| | |
|---|---|
| Balance as of January 1, 2021 | $ 345,872,899 |
| Goodwill acquired during the year | 85,658,935 |
| Decrease in goodwill from purchase price adjustment | (631,466) |
| Amortization expense | (43,929,703) |
| Balance as of January 1, 2022 | 386,970,665 |
| Goodwill acquired during the year | 15,591,749 |
| Decrease in goodwill from purchase price adjustment | 311,148 |
| Amortization expense | (51,767,337) |
| Balance as of December 31, 2022 | $ 351,106,225 |

## Note 5: Long-Term Debt

| | 2022 | 2021 |
|---|---|---|
| Note payable (A) | $ 352,184,750 | $ 338,434,375 |
| Revolver payable (B) | 28,750,000 | 3,500,000 |
| | 380,934,750 | 341,934,375 |
| Less unamortized debt issuance costs | 5,411,333 | 6,602,659 |
| Less current maturities | 3,521,848 | 3,384,344 |
| | $ 372,001,569 | $ 331,947,372 |

(A) Secured note payable with quarterly principal payments of 0.25 percent of the outstanding balance. Remaining principal due at maturity on December 22, 2026, with interest payments varying based on the applicable secured net leverage ratio required. At December 31, 2022 and 2021, the interest rate was 10.13 percent and 6.25 percent, respectively. Note is secured by substantially all of the Company's assets. Unamortized debt issuance costs were $5,411,333 and $6,602,659 at December 31, 2022 and 2021, respectively.

(B) Revolving note payable with principal due at maturity on December 22, 2026; with interest payments due monthly that vary based on the applicable secured net leverage ratio required. At December 31, 2022 and 2021, the interest rate was 8.39 percent and 4.75 percent, respectively. Note is secured by substantially all of the Company's assets.

The agreement provides for maximum borrowings of $30,000,000, with $1,250,000 and $26,500,000 remaining as of December 31, 2022 and 2021, respectively.

In connection with (A) and (B) above, the Company is required, among other things, to maintain certain financial conditions, including a maximum secured net leverage ratio of 7.25 to 1.00 for quarters ending in 2021 and 2022, 6.75 to 1.00 for 2023, and 6.25 to 1.00 from 2024 to maturity. The Company did not meet the net leverage ratio at December 31, 2022, and subsequently cured the covenant violation through an equity contribution subsequent to the year ended December 31, 2022 (see *Note 18*).

Aggregate annual maturities of long-term debt at December 31, 2022, are:

| | |
|---|---|
| 2023 | $ 3,521,848 |
| 2024 | 3,521,848 |
| 2025 | 3,521,848 |
| 2026 | 370,369,206 |
| | $ 380,934,750 |

The Company also maintains a letter of credit of approximately $1,209,000 as security for certain insurance policies. No amounts have been drawn on the letter of credit as of December 31, 2022 and 2021.

## Note 6: Leases (ASC 842)

### *Change in Accounting Principle*

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)*. This ASU requires lessees to recognize a lease liability and a right-of-use (ROU) asset on a discounted basis, for substantially all leases, as well as additional disclosures regarding leasing arrangements. Disclosures are required to enable users of financial statements to assess the amount, timing, and uncertainty of cash flows arising from leases. In July 2018, the FASB issued ASU 2018-11, *Leases (Topic 842): Targeted Improvements*, which provides an optional transition method of applying the new lease standard. Topic 842 can be applied using either a modified retrospective approach at the beginning of the earliest period presented or, as permitted by ASU 2018-11, at the beginning of the period in which it is adopted, *i.e*., the comparatives under ASC 840 option.

The Company adopted Topic 842 on January 1, 2022 (the effective date), using the comparatives under ASC 840 transition method, which applies Topic 842 at the beginning of the period in which it is adopted. Prior period amounts have not been adjusted in connection with the adoption of this standard. The Company elected the package of practical expedients under the new standard, which permits entities to not reassess lease classification, lease identification, or initial direct costs for existing or expired leases prior to the effective date. The Company has lease agreements with nonlease components that relate to the lease components. The Company elected the practical expedient to account for nonlease components and the lease components to which they relate as a single lease component for all classes of underlying assets. Also, the Company elected to keep short-term leases with an initial term of 12 months or less off the combined balance sheets. The Company did not elect the hindsight practical expedient in determining the lease term for existing leases as of January 1, 2022. The Company has made a policy election to use a risk-free rate (the rate of a zero-coupon U.S. Treasury instrument) for the initial and subsequent measurement of all lease liabilities.

The most significant impact of adoption was the recognition of operating lease ROU assets and operating lease liabilities of $15,639,924. The standard did not significantly affect the combined statements of operations, partners' capital, or cash flows.

## *Accounting Policies*

The Company determines if an arrangement is a lease or contains a lease at inception. Leases result in the recognition of ROU assets and lease liabilities on the combined balance sheets. ROU assets represent the right to use an underlying asset for the lease term, and lease liabilities represent the obligation to make lease payments arising from the lease, measured on a discounted basis. The Company determines lease classification as operating or finance at the lease commencement date.

The Company combines lease and nonlease components, such as common area and other maintenance costs, in calculating the ROU assets and lease liabilities for its real estate leases. The lease components consist of office building space. The nonlease components consist of services, taxes, and other costs, such as maintenance.

At lease inception, the lease liability is measured at the present value of the lease payments over the lease term. The ROU asset equals the lease liability adjusted for any initial direct costs, prepaid or deferred rent, and lease incentives. The Company has made a policy election to use a risk-free rate (the rate of a zero-coupon U.S. Treasury instrument) for the initial and subsequent measurement of all lease liabilities. The risk-free rate is determined using a period comparable with the lease term.

The lease term may include options to extend or to terminate the lease that the Company is reasonably certain to exercise. Lease expense is generally recognized on a straight-line basis over the lease term.

The Company has elected not to record leases with an initial term of 12 months or less on the combined balance sheets. Lease expense on such leases is recognized on a straight-line basis over the lease term.

## *Nature of Leases*

The Company has entered into the following lease arrangements:

### *Operating Leases*

The Company leases office space for several offices that expire in various years through 2029. These leases generally contain renewal options for period ranging from 1 to 5 years and require the Company to pay all executory costs (property taxes, maintenance, and insurance). Certain lease payments have an escalating fee schedule, which range from a 2 to 4 percent increase each year. Termination of the leases is generally prohibited unless there is a violation under the lease agreement.

### *All Leases*

The Company has no material related-party leases. The Company's lease agreements do not contain any material residual value guarantees or material restrictive covenants.

### *Quantitative Disclosures*

The lease cost and other required information for the year ended December 31, 2022, are:

| | | |
|---|---|---|
| Lease cost | | |
| Operating lease cost | $ | 5,560,140 |
| Total lease cost | $ | 5,560,140 |
| Other information | | |
| Cash paid for amounts included in the measurement of lease liabilities | | |
| Operating cash flows from operating leases | $ | 5,560,140 |
| Right-of-use assets obtained in exchange for new operating lease liabilities | $ | 5,238,348 |
| Weighted-average remaining lease term | | |
| Operating leases | | 3.7 years |
| Weighted-average discount rate | | |
| Operating leases | | 1.8% |

Future minimum lease payments and reconciliation to the balance sheets at December 31, 2022, are as follows:

| | | |
|---|---|---|
| 2023 | $ | 5,229,484 |
| 2024 | | 3,987,422 |
| 2025 | | 2,659,953 |
| 2026 | | 1,489,811 |
| 2027 | | 1,208,996 |
| Thereafter | | 749,085 |
| Less imputed interest | | 23,084 |
| Lease liabilities | $ | 15,301,667 |

| | Balance Sheet Classification | | December 31, 2022 |
|---|---|---|---|
| **Operating Leases** | | | |
| Operating Lease ROU Assets | Right of use assets - operating leases | $ | 15,035,862 |
| Current operating lease liabilities | Other accrued liabilities | $ | 5,229,484 |
| Long-term operating lease liabilities | Operating lease liabilities | $ | 10,072,183 |

## Note 7: Operating Leases (ASC 840)

As previously disclosed in the 2021 financial statements, which followed lease accounting prior to adoption of ASC 842, noncancelable operating leases for office space expire in various years through 2028. These leases generally require the Company to pay for utilities, insurance, and internal maintenance.

Future minimum lease payments at December 31, 2021, were:

| | |
|---|---|
| 2022 | $ 5,102,969 |
| 2023 | 3,821,980 |
| 2024 | 2,355,635 |
| 2025 | 1,209,737 |
| 2026 | 615,979 |
| Later years | 623,225 |
| | $ 13,729,525 |

Rental expense under operating lease agreements for various buildings and equipment totaled approximately $19,710,996 for the year ended December 31, 2021.

In addition to these noncancelable leases, the Company rents various equipment to care for patients, as needed.

## Note 8: Income Taxes

The provision for income taxes on the combined financial statements relates to the accounts of Bristol Hospice Topco, Inc. and Nuclear Care Partners Holdings, Inc.

The provision for income taxes includes these components for the years ended December 31, 2022 and 2021:

| | 2022 | 2021 |
|---|---|---|
| Taxes currently payable | $ 2,557,812 | $ 2,964,182 |
| Deferred income taxes | (17,733,436) | (8,948,543) |
| Adjustment of deferred tax asset valuation allowance | 17,508,840 | 8,877,528 |
| Income tax provision | $ 2,333,216 | $ 2,893,167 |

A reconciliation of income tax expense at the statutory rate to the Company's actual income tax expense is shown below for the years ended December 31, 2022 and 2021:

| | 2022 | 2021 |
|---|---|---|
| Computed at the statutory rate (21%) | $(12,955,160) | $ (7,422,793) |
| Increase (decrease) resulting from | | |
| Nondeductible expenses | 890,357 | 1,481,532 |
| State income taxes and other | (4,658,709) | (1,762,385) |
| Changes in the deferred tax asset valuation allowance | 17,508,840 | 8,877,528 |
| Rate change on deferred | (19,209) | (306,335) |
| Prior year deferred true-up | 1,566,693 | 2,025,620 |
| Actual tax provision | $ 2,332,812 | $ 2,893,167 |

The tax effects of temporary differences related to deferred taxes shown on the combined balance sheet were for the years ended December 31, 2022 and 2021:

| | 2022 | 2021 |
|---|---|---|
| Deferred tax assets | | |
| Allowance for doubtful accounts | $ 2,810,186 | $ 2,564,367 |
| Amortization | 17,611,275 | 14,052,059 |
| Net operating loss carryforwards - Federal | 5,391,386 | 805,913 |
| Net operating loss carryforwards - State | 3,146,479 | 733,656 |
| 163(j) disallowed interest expense | 9,396,438 | 2,228,569 |
| Federal credit carryover | 17,674 | 17,674 |
| Other | 991,221 | 851,700 |
| | 39,364,659 | 21,253,938 |
| Deferred tax liabilities | | |
| Depreciation | (365,330) | (386,069) |
| Prepaid expenses | (898,968) | (662,531) |
| Pass-through entities | (21,701) | (15,134) |
| Net deferred tax asset before valuation allowance | 38,078,660 | 20,190,204 |
| Valuation allowance | | |
| Beginning balance | (19,772,800) | (10,895,271) |
| Increase during the period | (17,663,860) | (8,877,528) |
| Ending balance | (37,436,660) | (19,772,799) |
| Net deferred tax asset (liability) | $ 642,000 | $ 417,405 |

As of December 31, 2022 and 2021, the Company has unused federal operating loss carryforwards of $25,673,266 and $3,837,683, respectively, and unused state operating loss carryforwards of $50,899,840 and $12,626,802, respectively, that do not expire.

## Note 9: Profit-Sharing Plan

The Company has a 401(k) profit-sharing plan covering its full-time employees who are at least 21 years of age and meet certain length-of-service requirements. The Company may make discretionary matching contributions of eligible employees' annual compensation. The Company made discretionary contributions for the years ended December 31, 2022 and 2021, of approximately $2,319,000 and $1,486,000, respectively.

## Note 10: Professional Liability Claims

The Company purchases medical malpractice insurance under a claims-made policy on a fixed premium basis. Based upon the Company's claims experience, no accrual has been made for the Company's medical malpractice costs as of December 31, 2022 and 2021. It is reasonably possible that this estimate could change materially in the near term.

## Note 11: Self-Insurance

### *Employee Health Insurance*

As of January 1, 2022, the Company is self-insured for employee health coverage. The Company has accrued an estimate of the ultimate costs for both reported claims and claims incurred but not reported of approximately $1,352,000, for the year ended December 31, 2022. It is reasonably possible that this estimate could change materially in the near term. The self-insurance liability is reported as other accrued expenses in the combined balance sheets at December 31, 2022. The Company has purchased insurance that limits its exposure for individual claims and limits its aggregate exposure to $175,000 for employee health insurance.

### *Employee Accident Benefit Programs*

The Company is self-insured for certain costs related to employee accident benefit programs. The Company has accrued an estimate of the ultimate costs for both reported claims and claims incurred but not reported of approximately $2,128,000 and $2,778,000, for the years ended December 31, 2022 and 2021, respectively. It is reasonably possible that this estimate could change materially in the near term. The self-insurance liability is reported as other accrued expenses in the combined balance sheets at December 31, 2022 and 2021. The Company has purchased insurance that limits its exposure for individual claims and limits its aggregate exposure to $250,000 for employee accident benefit programs.

## Note 12: Related Party Transactions

### *Management Fees*

The Company receives certain advisory services from private equity partners for which it pays a quarterly management fee. Total management fee expense was approximately $0 and $1,000,000 for the years ended December 31, 2022 and 2021, respectively and is included in general and administrative expense in the Company's combined statements of operations. Management fees were waived for the year ended December 31, 2022 and are expected to resume quarterly management fees during 2023.

### *Other Receivables*

The Company has receivables for reimbursement of amounts paid on behalf of related party palliative care start-ups owned by Bristol-employed physicians. At December 31, 2022 and 2021, the outstanding receivables were $4,193,487 and $2,302,669, respectively, and are included in other non-current receivables in the Company's combined balance sheets.

### *Note Receivable*

The Company has a note receivable from employee shareholders. Interest accrues annually on the note at a rate of seven percent and is payable in full on November 1, 2027. The note is secured by the shareholders interest in the Company. At December 31, 2022 and 2021, the outstanding balance was $2,500,000 and $0 respectively, and is included in other non-current receivables in the Company's combined balance sheets.

### *Due to Partners*

The Company had amounts outstanding to partners related to the exchange of equity interests during the year ended December 31, 2021, see *Note 16*. At December 31, 2022 and 2021, the outstanding payable was $0 and $5,088,672, respectively, and included in due to partners in the Company's combined balance sheets.

## Note 13: Share Based Compensation

### *2021 Profits Interest Plan*

In connection with the 2021 profits interest plan (the "2021 Plan") issued by the Company, employees of the Company were granted Class B and C units. The Company believes such awards better align the interests of its employees with those of its unitholders. As of December 31, 2022, a total of 200 of the units granted under the 2021 Plan vested after one year, 36,307,856 of the units granted generally vest based on 4 or 5 years of continuous service and the remaining 36,307,856 of the units granted contain performance vesting conditions related to change in control events that management has determined are not probable of achievement at this time as a change in control event has not yet occurred. For the years ending December 31, 2022, and 2021, the Company recorded $2,368,507 and $438,099, respectively, in award-based compensation expense for the time-based vesting awards which is included within salaries and benefits expenses in the Company's combined statements of operations. As of December 31, 2022, there was approximately $1,293,790 and $0 of total unrecognized compensation cost related to nonvested time-based and performance-based awards granted under the plan, respectively. As of December 31, 2021, there was approximately $4,958,420 and $0 of total unrecognized compensation cost related to nonvested time-based and performance-based awards granted under the plan, respectively.

For units granted during the year ended December 31, 2022, the fair value of each award was estimated on the grant date using a market approach for an estimated valuation of the enterprise in four years (the expected time of liquidity event) based on an EV/EBITDA multiple of 15x and a weighted-average probability of various scenarios estimating the Company's annual growth rate over 4 years and then discounted to a present value using a discount rate of 0 percent.

For units granted during the year ended December 31, 2021, the fair value of each award was estimated on the grant date using a market approach for an estimated valuation of the enterprise in four years (the expected time of liquidity event) based on an EV/EBITDA multiple of 14.6x and a weighted-average probability of various scenarios estimating the Company's annual growth rate over 4 years and then discounted to a present value using a discount rate of 6.021 percent.

The EV/EBITDA multiple was based on historical transactions for guideline companies that operate in the Company's industry and the growth rates were based on historical growth rates experienced by the Company. In addition, management considered the distribution priority schedule or "waterfall calculation" in its estimation process.

A summary of the status of the Company's nonvested units as of December 31, 2022 and 2021, and changes during the years then ended, is presented below:

| 2022 | Specified Class B-1 Units | | Specified Class B-2 Units | | Class C-1 Units | | Other Class C Units | |
|---|---|---|---|---|---|---|---|---|
| | Units | Weighted Average Grant-Date Fair Value | Units | Weighted Average Grant-Date Fair Value | Units | Weighted Average Grant-Date Fair Value | Units | Weighted Average Grant-Date Fair Value |
| Nonvested, beginning of year | 100 | $ 18,967.23 | 100 | $ 5,255.17 | 33,047,546 | $ 0.09 | 33,047,546 | $ - |
| Granted | - | - | | | 20,056,467 | - | 20,056,467 | - |
| Vested | (100) | 18,967.23 | (100) | 5,255.17 | (3,729,228) | 0.09 | - | - |
| Forfeited | - | - | - | - | (16,796,157) | 0.08 | (16,796,157) | - |
| Nonvested, end of year | - | $ - | - | $ - | 32,578,628 | $ 0.04 | 36,307,856 | $ - |

| 2021 | Specified Class B-1 Units | | Specified Class B-2 Units | | Class C-1 Units | | Other Class C Units | |
|---|---|---|---|---|---|---|---|---|
| | Units | Weighted Average Grant-Date Fair Value | Units | Weighted Average Grant-Date Fair Value | Units | Weighted Average Grant-Date Fair Value | Units | Weighted Average Grant-Date Fair Value |
| Nonvested, beginning of year | - | $ - | - | $ - | - | $ - | - | $ - |
| Granted | 100 | 18,967.23 | 100 | 5,255.17 | 33,047,546 | 0.09 | 33,047,547 | - |
| Vested | - | - | - | - | - | - | - | - |
| Forfeited | - | - | - | - | - | - | - | - |
| Nonvested, end of year | 100 | $ 18,967.23 | 100 | $ 5,255.17 | 33,047,546 | $ 0.09 | 33,047,547 | $ - |

### *2020 Profits Interest Plan*

In connection with the 2020 profits interest plan (the "2020 Plan") issued by the Company, employees of the Company were granted Class B units. The Company believes such awards better align the interests of its employees with those of its unitholders. A total of 10,000 of the units were fully vested upon grant date and 12,503,688 of the units granted generally vest based on 5 years of continuous service. The remaining 12,503,683 of the units granted contain performance vesting conditions related to change in control events that management has determined are not probable of achievement at this time as a change in control event has not yet occurred. For the year ending December 31, 2021, the Company had recorded $2,707,117 in award-based compensation expense for the time-based vesting awards which is included within salaries and benefits expenses in the Company's combined statement of operations. On November 8, 2021, the units issued under the 2020 Plan were terminated and a new plan was established.

The fair value of each award was estimated on the grant date using a market approach for an estimated valuation of the enterprise based on an EV/EBITDA multiple of 15x. This multiple was based on historical transactions for guideline companies that operate in the Company's industry.

In addition, management considered the distribution priority schedule or "waterfall calculation" in its estimation process.

A summary of the status of the Company's nonvested units as of December 31, 2021, and changes during the year then ended, is presented below:

| | Specified Class B Units | | Other Class B Units | |
|---|---|---|---|---|
| | Units | Weighted Average Grant-Date Fair Value | Units | Weighted Average Grant-Date Fair Value |
| Nonvested, beginning of year | - | $ - | 18,660,545 | $ 1.28 |
| Granted | - | - | - | - |
| Vested | - | - | (1,064,525) | 1.28 |
| Forfeited | - | - | - | - |
| Terminated | - | - | (17,596,020) | 1.28 |
| Nonvested, end of year | - | $ - | - | $ - |

## Note 14: Significant Estimates and Concentrations

Accounting principles generally accepted in the United States of America require disclosure of certain significant estimates and current vulnerabilities due to certain concentrations. Those matters include the following:

### *Variable Consideration*

Estimates of variable consideration in determining the transaction price for patient service revenue are described in *Notes 1* and *2.*

### *Malpractice Claims*

Estimates related to the accrual for medical malpractice claims are described in *Notes 1* and *10.*

### *Estimated Liability for Employee Health Care and Employee Accident Benefit Programs*

Estimates related to the accrual for employee health care and employee accident benefit programs are described in *Notes 1* and *11.*

### *Litigation*

In the normal course of business, the Company is, from time to time, subject to allegations that may or do result in litigation. Some of these allegations are in the areas not covered by the Company's commercial insurance; for example, allegations regarding employment practices or performance of contracts. The Company evaluates such allegations by conducting investigations to determine the validity of each potential claim. Based upon the advice of counsel, management records an estimate of the amount of ultimate expected loss, if any, for each of these matters. Events could occur that would cause the estimate of ultimate loss to differ materially in the near term.

During the year ended December 31, 2021, the Company mediated and settled a class action and Private Attorney Generals Act action lawsuit regarding alleged violations of the Labor Code for a settlement of $4,000,000. The class period related to the settlement covers May 26, 2016 through August 2, 2021. The settlement payable was included in other accrued expenses in the combined balance sheet for the year ended December 31, 2021.

### *Current Economic Conditions*

Due to the current regulatory environment, economic uncertainties, and the growing pressure on the budgets of both the state and federal governments, it is possible that Medicare and Medicaid reimbursement could change in the near term which could impact the financial results and cash flows of the Company. The values of assets and liabilities recorded in the combined financial statements could change rapidly, resulting in material future adjustments to certain assets and allowances for accounts receivable that could negatively impact the Company's ability to maintain sufficient liquidity.

## Note 15: Business Acquisitions

### *Hope Hospice, Inc.*

On March 18, 2022, the Company acquired 100 percent of the outstanding securities of Hope Hospice, Inc., a hospice provider serving the state of Missouri. As a result of the acquisition, the Company will have an opportunity to increase its hospice market share. The Company also expects to reduce costs through economies of scale.

The Company incurred approximately $238,000 of acquisition-related third-party costs related to this acquisition. The expenses are included in general and administrative expense in the Company's combined statement of operations for the year ended December 31, 2022.

The goodwill of $7,555,769 arising from the acquisition consists largely of the synergies and economies of scale expected from combining the operations of the Company and Hope Hospice, Inc. All of the goodwill was assigned to the Company as a whole. The full amount of goodwill is expected to be deductible for tax purposes.

The following table summarizes the consideration paid for Hope Hospice, Inc., and the amounts of the assets acquired recognized at the acquisition date.

| | |
|---|---|
| Fair value of consideration transferred | |
| Cash paid to seller | $ 7,970,246 |
| Recognized amounts of identifiable assets acquired and liabilities assumed | |
| Cash | 905,894 |
| Accounts receivable | 410,648 |
| Identifiable intangible assets - licenses | 300,000 |
| Accounts payable, including accrued payroll and related liabilities | (1,202,065) |
| Total identifiable net assets acquired | 414,477 |
| **Goodwill** | $ 7,555,769 |

The fair value of the assets acquired includes receivables with a fair value of $410,648 with no amounts expected to be uncollectible.

The weighted average amortization period of acquired intangible assets is 10 years.

### *KMS Health Inc. dba Hospice Select*

On April 19, 2022, the Company acquired 100 percent of the outstanding securities of Hospice Select, a hospice provider serving the state of Texas. As a result of the acquisition, the Company will have an opportunity to increase its hospice market share. The Company also expects to reduce costs through economies of scale.

The Company incurred approximately $182,000 of acquisition-related third-party costs related to this acquisition. The expenses are included in general and administrative expense in the Company's combined statement of operations for the year ended December 31, 2022.

The goodwill of $7,275,980 arising from the acquisition consists largely of the synergies and economies of scale expected from combining the operations of the Company and Hospice Select. All of the goodwill was assigned to the Company as a whole. The full amount of goodwill is expected to be deductible for tax purposes.

The following table summarizes the consideration paid for Hospice Select, and the amounts of the assets acquired recognized at the acquisition date.

| | |
|---|---|
| Fair value of consideration transferred | |
| Cash paid to seller | $ 7,720,309 |
| Recognized amounts of identifiable assets acquired and liabilities assumed | |
| Cash | 316,722 |
| Accounts receivable | 361,910 |
| Identifiable intangible assets - licenses | 300,000 |
| Accounts payable, including accrued payroll and related liabilities | (534,303) |
| Total identifiable net assets acquired | 444,329 |
| **Goodwill** | $ 7,275,980 |

The fair value of the assets acquired includes receivables with a fair value of $361,910 with no amounts expected to be uncollectible.

The weighted average amortization period of acquired intangible assets is 10 years.

### *Bristol Hospice, LLC*

On April 20, 2022, the Company acquired 100 percent of the outstanding securities of Bristol Hospice, LLC, a hospice provider serving the state of Massachusetts. As a result of the acquisition, the Company will have an opportunity to increase its hospice market share. The Company also expects to reduce costs through economies of scale.

The Company incurred approximately $74,000 of acquisition-related third-party costs related to this acquisition. The expenses are included in general and administrative expense in the Company's combined statement of operations for the year ended December 31, 2022.

The goodwill of $760,000 arising from the acquisition consists largely of the synergies and economies of scale expected from combining the operations of the Company and Bristol Hospice, LLC. All of the goodwill was assigned to the Company as a whole. The full amount of goodwill is expected to be deductible for tax purposes.

The following table summarizes the consideration paid for Bristol Hospice, LLC, and the amounts of the assets acquired recognized at the acquisition date.

| | |
|---|---|
| Fair value of consideration transferred | |
| Cash paid to seller | $ 1,060,000 |
| Recognized amounts of identifiable assets acquired and liabilities assumed | |
| Identifiable intangible assets - licenses | 300,000 |
| **Goodwill** | $ 760,000 |

The weighted average amortization period of acquired intangible assets is 10 years.

### *Dierksen Hospice, LLC dba Autumn Woods Hospice*

On February 28, 2021, the Company acquired certain assets of Autumn Woods Hospice, a hospice provider serving the state of Texas. As a result of the acquisition, the Company will have an opportunity to increase its hospice market share. The Company also expects to reduce costs through economies of scale.

The Company did not incur acquisition-related third-party costs related to this acquisition.

The goodwill of $1,450,000 arising from the acquisition consists largely of the synergies and economies of scale expected from combining the operations of the Company and Autumn Woods Hospice. All of the goodwill was assigned to the Company as a whole. The full amount of goodwill is expected to be deductible for tax purposes.

The following table summarizes the consideration paid for Autumn Woods Hospice, and the amounts of the assets acquired recognized at the acquisition date.

| | |
|---|---|
| Fair value of consideration transferred | |
| Cash paid to seller | $ 1,450,000 |
| **Goodwill** | $ 1,450,000 |

The weighted average amortization period of acquired intangible assets is 10 years.

### *Inland Regional Hospice, LLC*

On March 31, 2021, the Company acquired certain assets of Inland Regional Hospice, LLC, a hospice provider serving the state of California. As a result of the acquisition, the Company will have an opportunity to increase its hospice market share. The Company also expects to reduce costs through economies of scale.

The Company incurred approximately $182,000 of acquisition-related third-party costs related to this acquisition. The expenses are included in general and administrative expense in the Company's combined statement of operations for the year ended December 31, 2021.

The goodwill of $3,780,000 arising from the acquisition consists largely of the synergies and economies of scale expected from combining the operations of the Company and Inland Regional Hospice, LLC. All of the goodwill was assigned to the Company as a whole. The full amount of goodwill is expected to be deductible for tax purposes.

The following table summarizes the consideration paid for Inland Regional Hospice, LLC, and the amounts of the assets acquired recognized at the acquisition date.

| | |
|---|---|
| Fair value of consideration transferred | |
| Cash paid to seller | $ 3,780,000 |
| **Goodwill** | $ 3,780,000 |

The weighted average amortization period of acquired intangible assets is 10 years.

### *Angelic Heart Hospice, Inc.*

On September 10, 2021, the Company acquired 100 percent of the outstanding shares of capital stock of Angelic Heart Hospice, Inc., a hospice provider serving the state of Michigan. As a result of the acquisition, the Company will have an opportunity to increase its hospice market share. The Company also expects to reduce costs through economies of scale.

The Company incurred approximately $20,000 of acquisition-related third-party costs related to this acquisition. The expenses are included in general and administrative expense in the Company's combined statement of operations for the year ended December 31, 2021.

The goodwill of $200,000 arising from the acquisition consists largely of the synergies and economies of scale expected from combining the operations of the Company and Angelic Heart Hospice, Inc. All of the goodwill was assigned to the Company as a whole. The full amount of goodwill is expected to be deductible for tax purposes as a result of the IRC 338(h)10 election.

The following table summarizes the consideration paid for Angelic Heart Hospice, Inc., and the amounts of the assets acquired recognized at the acquisition date.

| | |
|---|---|
| Fair value of consideration transferred | |
| Cash paid to seller | $ 500,000 |
| Recognized amounts of identifiable assets acquired and liabilities assumed | |
| Identifiable intangible assets - licenses | 300,000 |
| **Goodwill** | $ 200,000 |

The weighted average amortization period of acquired intangible assets is 10 years.

### *Inspiring Portfolio*

On September 15, 2021, the Company acquired 100 percent of the outstanding equity interests of a portfolio of hospice entities including, Inspiring Hospice Partners of Oregon, LLC, High Desert Hospice, LLC, and Inspiring Hospice Partners of Georgia, LLC, collectively referred to as "Inspiring." The Inspiring portfolio consists of hospice providers serving the states of Oregon and Georgia. As a result of the acquisition, the Company will have an opportunity to increase its hospice market share. The Company also expects to reduce costs through economies of scale.

The Company incurred approximately $232,000 of acquisition-related third-party costs related to this acquisition. The expenses are included in general and administrative expense in the Company's combined statement of operations for the year ended December 31, 2021.

The goodwill of $48,539,935 arising from the acquisition consists largely of the synergies and economies of scale expected from combining the operations of the Company and Inspiring. All of the goodwill was assigned to the Company as a whole. The full amount of goodwill is not deductible for tax purposes.

The following table summarizes the consideration paid for the Inspiring portfolio, and the amounts of the assets acquired and liabilities assumed recognized at the acquisition date.

| | |
|---|---|
| Fair value of consideration transferred | |
| Cash paid to seller | $ 49,711,100 |
| Recognized amounts of identifiable assets acquired and liabilities assumed | |
| Prepaids and other current assets | 74,182 |
| Accounts receivable | 774,060 |
| Identifiable intangible assets - licenses | 900,000 |
| Accounts payable | (210,467) |
| Accrued payroll and related liabilities | (366,610) |
| Total identifiable net assets acquired | 1,171,165 |
| **Goodwill** | $ 48,539,935 |

The fair value of the assets acquired includes receivables with a fair value of $774,060 with no amounts expected to be uncollectible.

The weighted average amortization period of acquired intangible assets is 10 years.

### *A Plus Hospice, Inc.*

On December 15, 2021, the Company acquired certain assets of A Plus Hospice, Inc., a hospice provider serving the state of California. As a result of the acquisition, the Company will have an opportunity to increase its hospice market share. The Company also expects to reduce costs through economies of scale.

The Company incurred approximately $154,000 of acquisition-related third-party costs related to this acquisition. The expenses are included in general and administrative expense in the Company's combined statement of operations for the year ended December 31, 2021.

The goodwill of $16,498,000 arising from the acquisition consists largely of the synergies and economies of scale expected from combining the operations of the Company and A Plus Hospice, Inc. All of the goodwill was assigned to the Company as a whole. The full amount of goodwill is expected to be deductible for tax purposes.

The following table summarizes the consideration paid for A Plus Hospice, Inc., and the amounts of the assets acquired recognized at the acquisition date.

| | |
|---|---|
| Fair value of consideration transferred | |
| Cash paid to seller | $ 16,498,000 |
| **Goodwill** | $ 16,498,000 |

The weighted average amortization period of acquired intangible assets is 10 years.

### *NorCal Hospice, Inc.*

On December 15, 2021, the Company acquired certain assets of NorCal Hospice, Inc., a hospice provider serving the state of California. As a result of the acquisition, the Company will have an opportunity to increase its hospice market share. The Company also expects to reduce costs through economies of scale.

The Company incurred approximately $38,000 of acquisition-related third-party costs related to this acquisition. The expenses are included in general and administrative expense in the Company's combined statement of operations for the year ended December 31, 2021.

The goodwill of $4,102,000 arising from the acquisition consists largely of the synergies and economies of scale expected from combining the operations of the Company and NorCal Hospice, Inc. All of the goodwill was assigned to the Company as a whole. The full amount of goodwill is expected to be deductible for tax purposes.

The following table summarizes the consideration paid for NorCal Hospice, Inc., and the amounts of the assets acquired recognized at the acquisition date.

| | |
|---|---|
| Fair value of consideration transferred | |
| Cash paid to seller | $ 4,102,000 |
| **Goodwill** | $ 4,102,000 |

The weighted average amortization period of acquired intangible assets is 10 years.

### *Regional Hospice Care Group of NW Louisiana, L.L.C.*

On December 30, 2021, the Company acquired 100 percent of the outstanding equity interests of Regional Hospice Care Group of NW Louisiana, L.L.C., a hospice provider serving the state of Louisiana. As a result of the acquisition, the Company will have an opportunity to increase its hospice market share. The Company also expects to reduce costs through economies of scale.

The Company incurred approximately $339,000 of acquisition-related third-party costs related to this acquisition. The expenses are included in general and administrative expense in the Company's combined statement of operations for the year ended December 31, 2021.

The goodwill of $11,089,000 arising from the acquisition consists largely of the synergies and economies of scale expected from combining the operations of the Company and Regional Hospice Care Group of NW Louisiana, L.L.C. All of the goodwill was assigned to the Company as a whole. The full amount of goodwill is expected to be deductible for tax purposes as a result of the IRC 338(h)10 election.

The following table summarizes the consideration paid for Regional Hospice Care Group of NW Louisiana, L.L.C., and the amounts of the assets acquired and liabilities assumed recognized at the acquisition date.

| | |
|---|---|
| Fair value of consideration transferred | |
| Cash paid to seller | $ 12,163,614 |
| Recognized amounts of identifiable assets acquired and liabilities assumed | |
| Accounts receivable | 1,160,000 |
| Identifiable intangible assets - licenses | 600,000 |
| Accounts payable | (400,000) |
| Accrued payroll and related liabilities | (285,386) |
| Total identifiable net assets acquired | 1,074,614 |
| **Goodwill** | $ 11,089,000 |

The fair value of the assets acquired includes receivables with a fair value of $1,160,000 with no amounts expected to be uncollectible.

The weighted average amortization period of acquired intangible assets is 10 years.

## Note 16: Common Control Transaction

On November 9, 2021, a new parent company was created, Bristol Ultimate Holdco, LP. Through an exchange of equity interests on November 9, 2021 and December 30, 2021, Bristol Ultimate Holdco, LP, became the majority owner of Bristol Hospice Topco, Inc. and NCP Parent, LLC, with 87 percent ownership. As of the year ended December 31, 2021, Bristol Hospice Parent, LLC maintained 13 percent ownership of Bristol Hospice Topco, Inc. and NCP Parent, LLC. On January 24, 2022, Bristol Ultimate Holdco, LP became the sole owner of Bristol Hospice Topco, Inc. and NCP Parent, LLC through an additional exchange of equity interests with Bristol Hospice Parent, LLC, the minority owner. As a result of the transaction, Bristol Hospice Parent, LLC was effectively dissolved. As the majority ownership of each company remained the same, this transaction was accounted for in a similar manner to a pooling of interests, using the historical book values of each entity. The combined financial statements have been presented to reflect the common control transaction as of the beginning of the years presented.

## Note 17: COVID-19 Pandemic and CARES Act Funding

On March 11, 2020, the World Health Organization designated the SARS-CoV-2 virus and the incidence of COVID-19 (COVID-19) as a global pandemic. Patient volumes and the related revenues were at risk of being significantly affected by COVID-19 as various policies were implemented by federal, state, and local governments in response to the pandemic that led many people to remain at home and forced the closure of or limitations on certain businesses.

The Company has taken steps to enhance its operational and financial flexibility, and react to the risks the COVID-19 pandemic presents to its business, including the following:

- Implementation of targeted cost reduction initiatives
- Increased training and personal protective equipment for clinical field employees and administrative employees

The extent of the COVID-19 pandemic's potential adverse effect on the Company's operating results and financial condition has been and will continue to be driven by many factors, most of which are beyond the Company's control and ability to forecast.

Because of these and other uncertainties, the Company cannot estimate the length or severity of the effect of the pandemic on the Company's business. Potential decreases in cash flows and results of operations may have an effect on debt covenant compliance and inputs and assumptions used in significant accounting estimates, including estimated implicit price concessions related to uninsured patient accounts, and potential impairments of goodwill and long-lived assets.

**Provider Relief Funds**

As of December 31, 2022 and 2021, the Company had received $13,182,950 of distributions from the *Coronavirus Aid, Relief, and Economic Security Act* (CARES Act) Provider Relief Fund (the "Provider Relief Fund"). These distributions from the Provider Relief Fund are not subject to repayment, provided the Company is able to attest to and comply with the terms and conditions of the funding, including demonstrating that the distributions received have been used for qualifying expenses or lost revenue attributable to COVID-19, as defined by the Department of Health and Human Services (HHS).

The Company accounts for such payments as conditional contributions in accordance with ASC Topic 958-605 – *Revenue Recognition*. Payments are recognized as contribution revenue once the applicable terms and conditions required to retain the funds have been substantially met. Based on an analysis of the compliance and reporting requirements of the Provider Relief Fund and the effect of the pandemic on the Company's revenues and expenses through December 31, 2022 and 2021, no funds remained to be recognized as the Company recognized all funds received in the fiscal year ended December 31, 2020.

Guidance for reporting use of Provider Relief Fund payments received has changed significantly since distributions were authorized through the CARES Act in March 2020. The Company has recognized revenue from the Provider Relief Funds based on guidance issued by HHS as of December 31, 2022, and any clarifications issued by HHS subsequent to year-end. The Company has evaluated the "Post-Payment Notice of Reporting Requirements" (Notice) and the Frequently Asked Questions (FAQs) issued by HHS subsequent to December 31, 2022, in accordance with ASC Topic 855 and have concluded that all are recognized subsequent events.

The Company will continue to monitor compliance with the terms and conditions of the Provider Relief Fund and the effect of the pandemic on the Company's revenues and expenses. The terms and conditions governing the Provider Relief Funds are complex and subject to interpretation and change. If the Company is unable to attest to or comply with current or future terms and conditions the Company's ability to retain some or all of the distributions received may be affected. Additionally, the amounts recorded in the combined financial statements compared to the Company's Provider Relief Fund reporting could differ. Provider Relief Fund payments are subject to government oversight, including potential audits.

**Medicare Accelerated and Advanced Payment Program**

The Company requested accelerated Medicare payments as provided for in the CARES Act, which allows for eligible health care facilities to request up to six months of advance Medicare payments for acute care facilities or up to three months of advance Medicare payments for other health care providers. These amounts are expected to be recaptured by the Centers for Medicare and Medicaid Services (CMS) according to the payback provisions.

Effective September 30, 2020, the payback provisions were revised and extended the payback period to begin one year after the issuance of the advance payment through a phased payback period approach. The first 11 months of the payback period will be at 25 percent of the remittance advice payment followed by a six-month payback period at 50 percent of the remittance advice payment. After 29 months, CMS expects any amount not paid back through the withhold amounts to be paid back in a lump sum or interest will begin to accrue subsequent to 29 months at a rate of 4 percent.

The Company received approximately $6,350,567 from these accelerated Medicare payment requests during the year ended December 31, 2020. During the years ended December 31, 2022 and 2021, Medicare has applied approximately $823,796 and $5,526,771, respectively, from these accelerated Medicare payment requests against filed claims. As of December 31, 2022 and 2021, $0 and $823,796, respectively, of accelerated Medicare payment requests are recorded as current liabilities under the caption other accrued expenses in the accompanying combined balance sheets.

## Note 18: Subsequent Events

During September 2023, in connection with the Company's covenant violation as of December 31, 2022 the Company renegotiated the terms of their note and revolver payable agreement (see *Note 5* (*A) and (B)*) and, as a result, received additional equity contributions of $8,603,021 which were applied to the note and revolver payable (see *Note 5* (*A) and (B)*) as part of the equity cure defined in the amended credit agreement.

Subsequent events have been evaluated through September 29, 2023, which is the date the combined financial statements were available to be issued.

# Supplementary Information

# Bristol Ultimate Holdco, LP and Combined Affiliate

## Combining Schedule - Balance Sheet Information

## December 31, 2022

| | Bristol | NCP | Eliminations | Total |
|---|---|---|---|---|
| **Assets** | | | | |
| **Current Assets** | | | | |
| Cash | $ 12,242,543 | $ 3,248,064 | $ - | $ 15,490,607 |
| Patient accounts receivable, net of allowance Bristol - $1,329,515 and NCP - $312,611 | 76,168,760 | 13,352,975 | - | 89,521,735 |
| Other receivables | 3,324,488 | 29,247 | - | 3,353,735 |
| Prepaid expenses and other | 7,851,025 | 238,416 | - | 8,089,441 |
| Intercompany receivable | 9,550,637 | - | (9,550,637) | - |
| Total current assets | 109,137,453 | 16,868,702 | (9,550,637) | 116,455,518 |
| **Property and Equipment, At Cost** | | | | |
| Leasehold improvements | 1,324,743 | - | - | 1,324,743 |
| Equipment | 654,777 | 502 | - | 655,279 |
| Furniture and fixtures | 2,170,548 | 63,512 | - | 2,234,060 |
| Buildings | 397,673 | - | - | 397,673 |
| | 4,547,741 | 64,014 | - | 4,611,755 |
| Less accumulated depreciation | 2,782,934 | 64,014 | - | 2,846,948 |
| | 1,764,807 | - | - | 1,764,807 |
| **Other Assets** | | | | |
| Goodwill, net of accumulated amortization Bristol - $157,583,632 and NCP - $12,879,157 | 333,312,869 | 17,793,356 | - | 351,106,225 |
| Other intangible assets, net of accumulated amortization Bristol - $10,470,133 and NCP - $0 | 27,905,867 | 450 | - | 27,906,317 |
| Deposits | 364,278 | 22,142 | - | 386,420 |
| Other non-current receivables | 4,193,487 | 2,500,000 | | 6,693,487 |
| Deferred tax assets, net | - | 642,001 | - | 642,001 |
| Right-of-use assets - operating leases | 14,007,872 | 1,027,990 | - | 15,035,862 |
| | 379,784,373 | 21,985,939 | - | 401,770,312 |
| Total assets | $ 490,686,633 | $ 38,854,641 | $ (9,550,637) | $ 519,990,637 |
| **Liabilities and Partners' Capital** | | | | |
| **Current Liabilities** | | | | |
| Current maturities of long-term debt | $ 3,521,848 | $ - | $ - | $ 3,521,848 |
| Accounts payable | 11,963,047 | 297,995 | - | 12,261,042 |
| y =- | 9,973,596 | - | - | 9,973,596 |
| Accrued payroll and related liabilities | 10,763,436 | 3,739,032 | - | 14,502,468 |
| Other accrued expenses | 12,818,481 | 766,496 | - | 13,584,977 |
| Intercompany payable | - | 9,550,637 | (9,550,637) | - |
| Total current liabilities | 49,040,408 | 14,354,160 | (9,550,637) | 53,843,931 |
| **Long-Term Liabilities** | | | | |
| Operating Lease Liabilities | 9,422,039 | 650,144 | - | 10,072,183 |
| Long-term debt, net of current portion and debt issuance costs | 372,001,569 | - | - | 372,001,569 |
| Total liabilities | 430,464,016 | 15,004,304 | (9,550,637) | 435,917,683 |
| **Partners' Capital** | 60,222,617 | 23,850,337 | - | 84,072,954 |
| Total liabilities and partners' capital | $ 490,686,633 | $ 38,854,641 | $ (9,550,637) | $ 519,990,637 |

# Bristol Ultimate Holdco, LP and Combined Affiliate

## Combining Schedule – Statement of Operations Information

## Year Ended December 31, 2022

| | Bristol | NCP | Total |
|---|---|---|---|
| **Operating Revenue** | | | |
| Patient service revenue | $ 320,446,996 | $ 64,758,829 | $ 385,205,825 |
| **Operating Expenses** | | | |
| Salaries and benefits | 197,574,057 | 46,121,276 | 243,695,333 |
| Purchased services | 18,379,905 | 239,537 | 18,619,442 |
| Supplies | 24,413,321 | 189,114 | 24,602,435 |
| Transportation | 8,920,264 | 733,894 | 9,654,158 |
| General and administrative | 40,941,575 | 6,176,286 | 47,117,861 |
| Rents and leases | 20,261,052 | 457,110 | 20,718,162 |
| Contract services | 1,557,913 | - | 1,557,913 |
| Utilities | 2,690,077 | 321,288 | 3,011,365 |
| Depreciation | 614,983 | 11,795 | 626,778 |
| Amortization of intangible assets and goodwill | 51,097,186 | 3,067,251 | 54,164,437 |
| | 366,450,333 | 57,317,551 | 423,767,884 |
| **Operating Income (Loss)** | (46,003,337) | 7,441,278 | (38,562,059) |
| **Other Income (Expense)** | | | |
| Interest and other income | 278 | 46,166 | 46,444 |
| Interest expense | (26,581,314) | (1,753,041) | (28,334,355) |
| | (26,581,036) | (1,706,875) | (28,287,911) |
| **Income (Loss) Before Income Taxes** | (72,584,373) | 5,734,403 | (66,849,970) |
| **Credit (Provision) for Income Taxes** | 1 | (2,233,799) | (2,233,798) |
| **Net Income (Loss)** | $ (72,584,372) | $ 3,500,604 | $ (69,083,768) |

# Bristol Ultimate Holdco, LP and Combined Affiliate

## Combining Schedule – Balance Sheet Information

## December 31, 2021

| | Bristol | NCP | Eliminations | Total |
|---|---|---|---|---|
| **Assets** | | | | |
| **Current Assets** | | | | |
| Cash | $ 14,558,270 | $ 13,067,106 | $ - | $ 27,625,376 |
| Patient accounts receivable, net of allowance | | | | |
| Bristol - $1,552,016 and NCP - $314,635 | 57,675,215 | 11,048,317 | - | 68,723,532 |
| Other receivables | 3,739,792 | 188,754 | - | 3,928,546 |
| Prepaid expenses and other | 5,199,147 | 643,538 | - | 5,842,685 |
| Intercompany receivable | 23,074,989 | - | (23,074,989) | - |
| Total current assets | 104,247,413 | 24,947,715 | (23,074,989) | 106,120,139 |
| **Property and Equipment, At Cost** | | | | |
| Leasehold improvements | 1,207,953 | - | - | 1,207,953 |
| Equipment | 674,045 | 502 | - | 674,547 |
| Furniture and fixtures | 1,691,800 | 63,512 | - | 1,755,312 |
| Buildings | 397,673 | - | - | 397,673 |
| | 3,971,471 | 64,014 | - | 4,035,485 |
| Less accumulated depreciation | 2,168,767 | 52,218 | - | 2,220,985 |
| | 1,802,704 | 11,796 | - | 1,814,500 |
| **Other Assets** | | | | |
| Goodwill, net of accumulated amortization | | | | |
| Bristol - $108,883,546 and NCP - $9,811,906 | 366,110,057 | 20,860,608 | - | 386,970,665 |
| Other intangible assets, net of accumulated amortization | | | | |
| Bristol - $8,073,033 and NCP - $0 | 29,402,967 | 450 | - | 29,403,417 |
| Deposits | 280,416 | 14,884 | - | 295,300 |
| Other non-current receivables | 2,302,669 | - | | 2,302,669 |
| Deferred tax assets, net | - | 417,405 | - | 417,405 |
| | 398,096,109 | 21,293,347 | - | 419,389,456 |
| | $ 504,146,226 | $ 46,252,858 | $ (23,074,989) | $ 527,324,095 |
| **Liabilities and Partners' Capital** | | | | |
| **Current Liabilities** | | | | |
| Current maturities of long-term debt | $ 3,384,344 | $ - | $ - | $ 3,384,344 |
| Accounts payable | 10,684,995 | 91,984 | - | 10,776,979 |
| Due to partners | 5,088,672 | - | - | 5,088,672 |
| Estimated third party payor settlement payable | 7,443,002 | - | - | 7,443,002 |
| Accrued payroll and related liabilities | 12,523,122 | 2,878,843 | - | 15,401,965 |
| Other accrued expenses | 10,588,269 | 1,927,836 | - | 12,516,105 |
| Intercompany payable | - | 23,074,989 | (23,074,989) | - |
| Total current liabilities | 49,712,404 | 27,973,652 | (23,074,989) | 54,611,067 |
| **Long-Term Liabilities** | | | | |
| Long-term debt, net of current portion | | | | |
| and debt issuance costs | 331,947,372 | - | - | 331,947,372 |
| Total liabilities | 381,659,776 | 27,973,652 | (23,074,989) | 386,558,439 |
| **Partners' Capital** | 122,486,450 | 18,279,206 | - | 140,765,656 |
| Total liabilities and partners' capital | $ 504,146,226 | $ 46,252,858 | $ (23,074,989) | $ 527,324,095 |

# Bristol Ultimate Holdco, LP and Combined Affiliate

## Combining Schedule – Statement of Operations Information

## Year Ended December 31, 2021

| | Bristol | NCP | Total |
|---|---|---|---|
| **Operating Revenue** | | | |
| Patient service revenue | $ 301,385,744 | $ 51,369,828 | $ 352,755,572 |
| **Operating Expenses** | | | |
| Salaries and benefits | 165,622,221 | 35,366,058 | 200,988,279 |
| Purchased services | 14,981,149 | 116,822 | 15,097,971 |
| Supplies | 21,722,292 | 126,436 | 21,848,728 |
| Transportation | 7,563,221 | 612,153 | 8,175,374 |
| General and administrative | 45,746,536 | 4,316,271 | 50,062,807 |
| Rents and leases | 19,295,260 | 415,736 | 19,710,996 |
| Contract services | 1,636,896 | - | 1,636,896 |
| Utilities | 2,487,403 | 297,514 | 2,784,917 |
| Depreciation | 568,902 | 10,693 | 579,595 |
| Amortization of intangible assets and goodwill | 43,259,552 | 3,067,251 | 46,326,803 |
| | 322,883,432 | 44,328,934 | 367,212,366 |
| **Operating Income (Loss)** | (21,497,688) | 7,040,894 | (14,456,794) |
| **Other Income (Expense)** | | | |
| Interest and other income | 3,078 | 96,634 | 99,712 |
| Interest expense | (20,448,443) | - | (20,448,443) |
| | (20,445,365) | 96,634 | (20,348,731) |
| **Income (Loss) Before Income Taxes** | (41,943,053) | 7,137,528 | (34,805,525) |
| **Provision for Income Taxes** | (400,938) | (2,135,005) | (2,535,943) |
| **Net Income (Loss)** | $ (42,343,991) | $ 5,002,523 | $ (37,341,468) |

# EXHIBIT 18

## List of healthcare facilities establishing relationships

| Nursing Facilities | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Facility Name** | **Street Address** | **City** | **State** | **Zip** | **County** | **Phone** | **Beds** |
| eliseo | 1301 N HIGHLANDS PARKWAY | TACOMA | WA | 98406 | Pierce | 2537527112 | 187 |
| Tacoma Nursing and Rehabilitation Center | 2102 S 96th St | Tacoma | WA | 98444 | Pierce | 2535812514 | 150 |
| Orchard Park Health Care & Rehabilitation Center | 4755 South 48th Street | Tacoma | WA | 98409 | Pierce | 2534754611 | 147 |
| PARK ROSE CARE CENTER | 3919 S 19th St | Tacoma | WA | 98405 | Pierce | 2537525677 | 139 |
| Linden Grove Health Care Center | 400 29TH ST NE | PUYALLUP | WA | 98372 | Pierce | 2538404400 | 130 |
| Birch Creek Post Acute & Rehabilitation | 5601 SOUTH ORCHARD STREET | TACOMA | WA | 98409 | Pierce | 2534748421 | 124 |
| Alaska Gardens Health and Rehabilitation Center | 6220 South Alaska St | Tacoma | WA | 98408 | Pierce | 2534765300 | 123 |
| Agility Health and Rehabilitation | 5520 Bridgeport Way W | University Place | WA | 98467 | Pierce | 2535667166 | 120 |
| Gig Harbor Health & Rehabilitation | 3309 45th Street Ct | Gig Harbor | WA | 98335 | Pierce | 2538588688 | 120 |
| Heartwood Extended Healthcare | 1649 E 72nd St | Tacoma | WA | 98404 | Pierce | 2534729027 | 120 |
| RAINIER REHABILITATION | 920 12TH AVE SE | PUYALLUP | WA | 98372 | Pierce | 2538413422 | 117 |
| COTTESMORE OF LIFE CARE | 2909 14TH AVENUE NW | GIG HARBOR | WA | 98335 | Pierce | 2538515433 | 108 |
| Avamere at Pacific Ridge | 3625 East B Street | Tacoma | WA | 98404 | Pierce | 2534752507 | 102 |
| LIFE CARE CENTER OF PUYALLUP | 511 10TH AVENUE SE | PUYALLUP | WA | 98372 | Pierce | 2538457566 | 102 |
| Life Care Center of South Hill | 2508 7th Street Southeast | Puyallup | WA | 98374 | Pierce | 2538416600 | 100 |
| WASHINGTON SOLDIERS HOME | 1301 ORTING KAPOWSIN HWY E | ORTING | WA | 98360 | Pierce | 3608934515 | 97 |
| PUYALLUP NURSING AND REHABILITATION CENTER | 516 23RD AVE SE | PUYALLUP | WA | 98372 | Pierce | 2538456631 | 96 |
| AVAMERE HERITAGE REHABILITATION OF TACOMA | 7411 PACIFIC AVENUE | TACOMA | WA | 98408 | Pierce | 2534748456 | 81 |
| The Oaks at Lakewood | 11411 Bridgeport Way SW | Lakewood | WA | 98499 | Pierce | 2535819002 | 80 |
| Avamere Transitional Care of Puget Sound | 630 S Pearl St | Tacoma | WA | 98465 | Pierce | 2536717300 | 60 |
| Heron's Key | 4340 Borgen Blvd | Gig Harbor | WA | 98332 | Pierce | 2533130800 | 30 |
| FRANKE TOBEY JONES | 5340 N Bristol St | Tacoma | WA | 98407 | Pierce | 2537526621 | 23 |

| Assisted Living Facilities | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Facility Name** | **Street Address** | **City** | **State** | **Zip** | **County** | **Phone** | Beds |
| The Lodge at Mallard's Landing | 7083 Wagner Way NW | Gig Harbor | WA | 98335 | Pierce | (253) 858-4990 | 136 |
| Brookdale Courtyard Puyallup | 4610 6TH STREET PLACE SE | PUYALLUP | WA | 98374 | Pierce | (253) 841-9722 | 120 |
| Grand Park, LLC | 242 St Helens Ave | Tacoma | WA | 98402 | Pierce | (253) 627-3833 | 117 |
| 6th Avenue Senior Living LLC | 610 N FIFE ST | TACOMA | WA | 98406 | Pierce | (253) 272-8600 | 110 |
| Peoples Senior Living LLC | 1720 E 67th St | Tacoma | WA | 98404 | Pierce | (253) 474-1741 | 110 |
| The Village Retirement and Assisted Living | 4707 S Orchard St | Tacoma | WA | 98466 | Pierce | (253) 475-4707 | 110 |
| CHARLTON PLACE | 9723 South Steele St | Tacoma | WA | 98444 | Pierce | (253) 589-1834 | 105 |
| Gig Harbor Court, Independent Living & Assisted Living | 3213 45th Street Ct NW | Gig Harbor | WA | 98335 | Pierce | (253) 858-5300 | 100 |
| Cascade Park Gardens, L.L.C. | 4347 S UNION AVE | TACOMA | WA | 98409 | Pierce | (253) 475-3702 | 85 |
| HERITAGE HOUSE BUCKLEY | 28833 State Route 410 E | Buckley | WA | 98321 | Pierce | (360) 829-5292 | 85 |
| Brookdale Allenmore AL (WA) | 3615 S. 23RD STREET | TACOMA | WA | 98405 | Pierce | (253) 759-7770 | 80 |
| Vineyard Park of Puyallup | 1813 S Meridian St | Puyallup | WA | 98371 | Pierce | (253) 697-9779 | 80 |
| Bridgeport Place | 5250 Bridgeport Way W | University Place | WA | 98467 | Pierce | (253) 565-1960 | 78 |

| Assisted Living Facilities | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Facility Name** | **Street Address** | **City** | **State** | **Zip** | **County** | **Phone** | Beds |
| King's Manor Senior Living Community | 8609 Portland Ave E | Tacoma | WA | 98445 | Pierce | (253) 538-7222 | 76 |
| Maple Creek Venture, LLC | 10420 Gravelly Lake Dr SW | Lakewood | WA | 98499 | Pierce | (253) 588-0227 | 75 |
| Spring Ridge Retirement, LLC | 6856 E Portland Ave | Tacoma | WA | 98404 | Pierce | (253) 474-1093 | 75 |
| Brookdale Puyallup South | 8811 176TH ST EAST | PUYALLUP | WA | 98375 | Pierce | (253) 445-1300 | 64 |
| eliseo | 1301 N HIGHLANDS PARKWAY | TACOMA | WA | 98406 | Pierce | (253) 752-7112 | 61 |
| Gig Harbor Memory Care | 3025 14TH AVE NW | GIG HARBOR | WA | 98335 | Pierce | (253) 851-5306 | 60 |
| PIONEER PLACE ALZHEIMER RESIDENCE OF TACOMA | 11519 24th Ave E | Tacoma | WA | 98445 | Pierce | (253) 539-3410 | 60 |
| The Cottages at Edgewood | 2510 Meridian Ave E | Edgewood | WA | 98371 | Pierce | (253) 881-1435 | 60 |
| The Cottages at University Place | 5417 64th St W | University Place | WA | 98467 | Pierce | (253) 301-3817 | 60 |
| Living Hope Care Center | 402 NORTH J ST | TACOMA | WA | 98403 | Pierce | (206) 214-8200 | 59 |
| Puyallup Valley Enhanced Residential Care Inc | 723 2nd St NW | Puyallup | WA | 98371 | Pierce | (253) 845-5398 | 53 |
| MILL RIDGE VILLAGE | 607 28TH AVE | MILTON | WA | 98354 | Pierce | (253) 925-9200 | 50 |
| Brookdale Harbor Bay | 9324 NORTH HARBORVIEW DR | GIG HARBOR | WA | 98332 | Pierce | (253) 858-7790 | 44 |
| Hearthside Manor | 3615 Drexler Dr W | University Place | WA | 98466 | Pierce | (253) 460-3330 | 36 |
| SOUND VISTA VILLAGE | 6633 McDonald Ave | Gig Harbor | WA | 98335 | Pierce | (253) 851-9929 | 36 |
| Mustard Seed Village | 9115 154th Avenue Ct NW | Lakebay | WA | 98349 | Pierce | | 30 |
| Passionate Care Center | 321 S 116th St | Tacoma | WA | 98444 | Pierce | (253) 537-3022 | 23 |
| Hope Guest Home | 915 S 7th St | Tacoma | WA | 98405 | Pierce | (253) 627-3620 | 18 |
| PACIFIC AVENUE RESIDENTIAL CARE | 5621 PACIFIC AVE | TACOMA | WA | 98408 | Pierce | (253) 473-3577 | 16 |
| Emerald Care Center Inc | 23809 46th Ave E | Spanaway | WA | 98387 | Pierce | (253) 847-9452 | 14 |
| WALLER ROAD HOME | 4710 WALLER RD E | TACOMA | WA | 98443 | Pierce | (253) 922-2550 | 9 |

| Home Care, Hospice Facilities, and Hospitals | | | | | | |
|---|---|---|---|---|---|---|
| **Facility Name** | **Street Address** | **City** | **State** | **Zip** | **County** | **Phone** |
| Advanced Health Care | 9116 Gravelly Lake Dr SW Ste B1 | Tacoma | WA | 98408 | Pierce | (253)475-7744 |
| AdvisaCare | 3600 Port of Tacoma Rd Ste 511 | Fife | WA | 98424 | Pierce | (253)922-5501 |
| Always Best Care Senior Services | 6020 Main St SW Ste M | Lakewood | WA | 98499 | Pierce | (253)534-9596 |
| Arcadia Home Care & Staffing | 823 W Main St Ste 1 | Sumner | WA | 98390 | Pierce | (253)863-1834 |
| Carepoint | 6631 20th St E Ste 4 | Fife | WA | 98424 | Pierce | (253)326-3842 |
| Catholic Community Services | 1323 Yakima Ave | Tacoma | WA | 98405 | Pierce | (253)502-2696 |
| CHI Franciscan Health at Home | 2901 Bridgeport Way W | University Place | WA | 98466 | Pierce | (253)534-7000 |
| Compassionate In Home Care | 201 St Helens Ave | Tacoma | WA | 98402 | Pierce | (253)426-1192 |
| Generations Home Care | 6240 Tacoma Mall Blvd Ste 309 | Tacoma | WA | 98409 | Pierce | (253)693-4092 |
| Good To Be Home Care | 8903 Gravelly Lake Dr SW | Tacoma | WA | 98499 | Pierce | (253)588-4344 |
| Guardian Home Care | 3560 Bridgeport Way W Ste 3A | University Place | WA | 98466 | Pierce | (253)881-0014 |
| Hannah's Home Care Agency | 10202 Pacific Ave S Ste 208 | Tacoma | WA | 98444 | Pierce | (253)267-0373 |

| Home Care, Hospice Facilities, and Hospitals | | | | | | |
|---|---|---|---|---|---|---|
| **Facility Name** | **Street Address** | **City** | **State** | **Zip** | **County** | **Phone** |
| Home Instead Senior Care | 101 E 26th St Ste 100 Unit A | Tacoma | WA | 98421 | Pierce | (253)943-1603 |
| Kindred at Home | 4020 S 56th St Ste 101 | Tacoma | WA | 98409 | Pierce | (425)745-4345 |
| Lincare - Fife | 5113 Pacific Hwy E Ste 5 | Fife | WA | 98424 | Pierce | (253)922-3137 |
| Lutheran Community Services Northwest | 223 N Yakima Ave | Tacoma | WA | 98403 | Pierce | (253)272-8433 |
| Mary Bridge Infusion & Specialty Service | 315 Martin Luther King Jr Way | Tacoma | WA | 98405 | Pierce | (253)403-1833 |
| Maxim Healthcare Services | 4301 S Pine St 5th Floor | Tacoma | WA | 98409 | Pierce | (253)671-9909 |
| Multicare Home Health, Palliative & Hspc | 3901 S Fife St | Tacoma | WA | 98409 | Pierce | (253)301-6400 |
| Northwest Medical Specialties | 1624 S I St Ste 305 | Tacoma | WA | 98405 | Pierce | (253)428-8700 |
| Personalized Living at Villas Union Park | 2010 S Union Ave | Tacoma | WA | 98405 | Pierce | (253)752-6870 |
| Puget Sound Home Health | 4002 Tacoma Mall Blvd Ste 204 | Tacoma | WA | 98409 | Pierce | (253)581-9410 |
| Right at Home | 8805 N Harborview Dr Ste 202 | Gig Harbor | WA | 98332 | Pierce | (253)509-0728 |
| Serengeti Care | 6514 Charlotte Ave SE | Auburn | WA | 98092 | Pierce | (206)552-5472 |
| Sound Health Medical | 2811 S 12th St | Tacoma | WA | 98405 | Pierce | (253)274-5000 |
| Sound Options | 3518 6th Ave Ste 300 | Tacoma | WA | 98406 | Pierce | (253)756-5007 |
| St Peters In Home Care | 10828 Gravelly Lake Dr SW Ste 109 | Lakewood | WA | 98499 | Pierce | (253)433-3908 |
| Tacoma Lutheran Support Services | 1301 N Highlands Pkwy | Tacoma | WA | 98406 | Pierce | (253)752-7112 |
| Unicare | 10116 36th Avenue Ct SW Ste 5 | Lakewood | WA | 98499 | Pierce | (253)238-8682 |
| Visiting Angels | 1401 S Union Ave | Tacoma | WA | 98405 | Pierce | (253)537-3700 |
| Franciscan Hospice & Palliative Care | 2901 Bridgeport Way W | University Place | WA | 98466 | Pierce | (253)534-7000 |
| MultiCare Hospice & Palliative Care | 3901 S Fife St | Tacoma | WA | 98409 | Pierce | (253)301-6400 |
| Multicare Tacoma General | 315 Martin Luther King Jr Way | Tacoma | WA | 98405 | Pierce | (253)403-1000 |
| Saint Anthony Hospital | 11567 Canterwood Blvd NW | Gig Harbor | WA | 98332 | Pierce | (253)530-2000 |
| Saint Clare Hospital | 11315 Bridgeport Way SW | Lakewood | WA | 98499 | Pierce | (253)985-1711 |
| Saint Joseph Medical Center | 1717 S J St | Tacoma | WA | 98405 | Pierce | (253)426-4101 |
| Veterans Affairs Medical Center | 9600 Veterans Dr | Tacoma | WA | 98493 | Pierce | (253)582-8440 |
| MultiCare Good Samaritan Hospital | 401 15th Ave SE | Puyallup | WA | 98372 | Pierce | (253)697-4000 |

# EXHIBIT 19

## Patient and Family Feedback

# Bristol Hospice Cares

## Bristol Hospice Snohomish

## Google Rating

★★★★★ 4.8/5

Bristol Hospice is committed to quality patient care and clinical excellence. All hospices are expected to complete a comprehensive assessment at each patient's admission. This assessment contains 7 elements, including a discussion with patients and families about their goals of care, spiritual needs, pain, and the comfort of their breathing. Hospices are scored on the how well they complete these assessments. At Bristol Hospice, we have earned a score of 99.5% so far in 2023, far exceeding the national average of 91.3%. Bristol Hospice nurses know that choosing hospice can be a difficult decision, and strive to ensure that every patient and every family receive all the care and support they need from day 1.

"Bristol Hospice has been such a blessing for our family during a very difficult time ! They have gone above and beyond our expectations! We feel very fortunate to have the care team they have provided us with! Each and every individual has been so loving , compassionate and understanding! They had made all of us feel extremely comfortable and confident in the care they have given our loved one. Our family is very grateful for nurses, staff and care teams at Bristol Hospice!!"

~ Dennis

★★★★★ 5/5

Bristol Hospice
embracing a reverence for life

Bristol Hospice Snohomish County
12625 4th Avenue W, Ste. 203
Everett, WA 98204
425.521.6939 (Phone)
425.386.2058 (Fax)

# What Caregivers Are Saying

"Bristol was very responsive to our dad's needs during this difficult time. When contacted on a Sunday they were able to meet with us and setup a plan that day to help our dad. We appreciated all of their support that they provided us and would recommend there services to all families during these tough times that you go through."
~ Gary , **5/5**

"Bristol Hospice staff were so helpful, compassionate, and professional. I don't know what I would have done without their support during these difficult times. They were like angels sent from God."
~ Maria , **5/5**

"Although I didn't work with Bristol for every long, the gals were fast and efficient and right on top of our needs. I am very thankful for their assistance. I would highly recommend them."
~ Larita , **5/5**

"Quality hospice care. Bristol provides excellent communication and very prompt to follow up. Proved to be great advocates for services to those on hospice and those who would benefit from hospice."
~ Mary , **5/5**

"We used Bristol Hospice for my Dad. They were great to work with. They saw us within a day of referral and clearly explained services. We were able to have nursing and bathing assistance, as well as medical equipment and medicine and it was all at no charge. It was easy to contact them and they were always quick to meet our needs. After my Dad's death they checked on us as well. They made us feel like family and I would highly recommend them."
~ Karla , **5/5**

# Bristol Hospice National Google Reviews

"Everyone has been fantastic and I appreciate you so much."
~ Patricia Oser

"What a great team. Thank you!! The support and value the team provides is priceless. Our. Nurse, aid and Chaplin Ken lend an ear and kindness each visit."
~ Susie Patterson

"Bristol helped our family in every capacity while Mom was in their hospice care. Truly a loving, caring group of people. Thank you from our family."
~ Dawn Cain

Bristol Hospice
embracing a reverence for life

# Bristol Hospice Reviews

Bristol Hospice
embracing a reverence for life

My dad has been under the care of Bristol Hospice for 3 weeks. The staff has been in touch with me numerous times. All of my questions have been answered in a timely manner. I can't enough about how comforting it is to have an extra set of eyes and hands helping with my dad's care.

The care provided by the Bristol Nurses are the best. They are compassionate and ensure that all family members are cared for and included in the treatment plan. I would highly recommend Bristol Hospice to help your family members transition. Thank you Bristol for all that you do.

Very good experience.

Bristol Hospice has, from the start, been very kind. In a situation where you can't always think clearly or know the next steps, they have been a guiding light for our family. I am grateful to them for the services they provide and their caring nature. Everyone we have met through Bristol has brought a peace of mind to us in many ways. I'm so glad they were recommended to us by the hospital staff.

Professional and caring.

What a great team. Thank you!! The support and value the team provides is priceless. Our. Nurse, aid and Chaplin Ken lend an ear and kindness each visit.

Excellent people to work with. This was a terrible time for me and Bristol helped me through it. They addressed all my concerns and answered all questions. Very kind and compassionate. One even responded to me on her day off. I knew I could call any time. So very much appreciated. Thank you to the team at Bristol.

Hospice brings our family support, kindness, and peace of mind. It's definitely been a heartwarming and bittersweet experience during my mom's decline.

Bristol Hospice has been wonderful to our family. They provided exceptional care for our father who recently passed and now they are doing the same for our mother. They are compassionate, caring, consistent, quick to respond, and genuinely attentive to my mother. Our family is very satisfied and impressed with the services they have provided our parents. Mahalo Nui Bristol!

I can't say enough about the dynamic service that I and my family received from Bristol. From the very first phone call with Tommy, I felt like I was not just another patient, but someone that they actually were concerned about. Throughout my mom's illness she was treated with sincere care and concern from all the nurses that came to the house, especially her main nurse Suzanne. In addition we gained two new friends/family members in Chaplin, Niyoka and the Social Worker, Michele. They were truly our rocks to lean on and confide in during their visits. I highly recommend Bristol for your Hospice care.

# Bristol Hospice Reviews

I cannot express my gratitude for Bristol Hospice. We started with Vitas Hospice when we brought my dad home from the hospital. They were horrendous. 24 hours later we were with Bristol and I am so thankful we changed to their services. The most wonderful staff who helped us through a very difficult time. When my dad passed they took care of everything. I would highly recommend them to anyone who needs this service.

Everyone has been fantastic and I appreciate you so much

Bristol helped alot with questions? Always available for the patient and supplies Experience is excellent I would recommend them to people Thank you so much Bristol Hospice !! !!

The nurse Shanta is a God send. I am thankful for her and all the time she has invested.

My mom received hospice care from Bristol Hospice. My family and I were very satisfied and impressed with the services provided to give my mom comfort during her last days. The hospice nurse Irene took good care of my mom and always informed me right away on my mom's status. Chaplain John was very comforting to our family after mom passed away. I had never heard of Bristol Hospice before but I would highly recommend using their services for families requiring hospice care and support.

The Bristol hospice team was great in their care for our dad. They are kind, compassionate and very competent. The medication management was skillfully done and just right. I highly recommend these folks.

Took great care of my mother in her last days. Made sure she was comfortable and not suffering. They were concerned about me as well during the difficult time. I am grateful and happy that they were there for us.

We had Bristol Hospice for my Dad from 11/2022 until he passed on 1/14/2023 at Windcrest in Littleton. I am so very thankful for each of member of the staff including the CNAs, the nurses, the phone representatives, and the chaplain. They were so good to each member of my family, and especially my Dad. It is a distinct calling to work at hospice in any capacity, and I believe each and every one of Dad's caregivers were gifted to do their job.

Bristol helped our family in every capacity while Mom was in their hospice care. Truly a loving, caring group of people. Thank you from our family.

# Bristol Hospice Reviews

Bristol Hospice of Northern Colorado has been helping my sister, who has dementia, and lives in a nursing home. She went from being very non-responsive to a smiling, cheerful, way more alert person. Her eyes sparkle and she talks way more. These people are miracle workers!

Just started using Bristol Hospice and they are a Godsend. Thank you!!

Wonderful people! Rebecca our social worker is amazing and so were all of the nurses. Laurelle, Nurse "O", and Donna.

Unbelievable service!! Bristol by far is the best definition of teamwork! At a time when our family needed guidance, help and support Bristol was there for us. We would be lost without them. Thank you!

We have been with hospice for a few weeks now and I have to say Bristol hospice truly cares! They have been a huge help to both myself and my loved one I'm caring for. They are helping to prepare me for what is coming with this last stage of life for my loved one and I am extremely grateful for the whole team.

Excellent support & service. Very responsive & caring. Personable while professional. Only reason not 5 stars is only ≈1 month of experience so far ...

We heard excellent reviews about Bristol hospice and after many other agencies; it was the best decision we made! Their care is above & beyond any other agency we've used, they communicate constantly throughout the week with us, and their team is highly involved with my mother-n-law in so many ways including visits. If you're wanting top of the line care then Bristol is for you! They care about your loved one as if it's their own family member!

The Bristol Hospice team is a welcome support for patients and family members. I appreciate their kindness, care, and understanding.

From the first inquiry with Tanya, our family has been put at ease in such a difficult decision. Bristol has been amazing!

Bristol was recommended as a hospice service for my Aunt by the Assisted Living facility she is at. She has had no complaints and called them a dream. They listen and come up with solution for any discomfort. We are very happy with Bristol.

served with excellent I'm totally satisfied with the service that Bristol Hospice has provided for my wife. All the servers have professionalism.

Angels amongst the living. I have had interaction with Hospice Providers 5 times and find Bristol at the top of my list. God Bless you and thanks for making my most recent experience comforting for me and the loved one I lost.

Bristol Hospice was there for my dad and our family in his final hours. Though he did not hang on as long as we had hoped this team made sure he had a comfortable, peaceful transition. I highly recommend them for caring for your loved one as they transition.

Bristol Hospice's competent and professional staff helped make my mother's last days as comfortable as possible. They also helped me through a very difficult time as well. I would not hesitate to recommend Bristol Hospice.

It has only been a short time that we have used Bristol, however so far it has been good quality care.

Everyone has been so caring, supportive, and on top of things. They even check on us on days they aren't scheduled to come in person.

Thank you, Jamie, for your immediate, professional and compassionate response to my mother's need to hospice care and support. You and your entire team provided her with everything she needed to keep her comfortable both physically and spiritually in her final days. We will be forever grateful.

My very dear friend JoAnn suddenly fell gravely ill and in coma. Her husband of 47 years Bill and I were devastated. Since she was reaching the end of life, the nurse from Dallas Medical Center recommended Hospice Care. The transition was seamless, we were were kept informed and guided every step of the process. Most importantly, the patient, our dear JoAnn, was treated with kindness and dignity and made comfortable until the end of her life. Bill and I are forever thankful to Bristol Hospice for what they done for us since their presence and the quality of their care eased our anguish about JoAnn's passing.

Great people with compassion and care!!

# Bristol Hospice Reviews

Bristol Hospice has been such a blessing for our family during a very difficult time ! They have gone above and beyond our expectations! We feel very fortunate to have the care team they have provided us with! Each and every individual has been so loving , compassionate and understanding! They had made all of us feel extremely comfortable and confident in the care they have given our loved one. Our family is very grateful for nurses, staff and care teams at Bristol Hospice!!

My husband was admitted to Bristol Hospice in December, 2023. Right from the beginning they were right there, calling me to inform what was going on and filling me in on everything. They really hit the ground running and kept me in the loop every inch of the way as to what they were doing and why. All the people involved there are extremely helpful and so nice and compassionate. I would definitely recommend them to anyone looking for good, compassionate care. They are the best!!

Everyone here is so nice and caring. They responded right away when I called. I am so thankful!

Excellent care. Very pleased. Will recommend.

There when you need 'em, Bristol has done a great job for my loved one.

OMG! I don't know what I would do with out their help. They are amazing. From giving my father baths to making him feels loved and comfortable. Thank you for the support

I think you guys are doing a great job keep it up. Thanks

Everyone has been amazing so far; I am so grateful for the care that has been given to my family.

Friendly personel with good medical knowledge and support

Hospice has been wonderful compassionate and supportive through the last few weeks. Our life has went from total confusion to serenity. I can't say enough how Bristol Hospice has helped my family.

Gave my daughter the best care until her passing. Thank you to the Bristol Hospice Nurses and staff for helping my family.

Staff was most helpful, patient, caring , and understanding during spouse's recent emergency situation. Your social worker, nurse , chaplain, and other support members are appreciated very much. In times of emotional distraught, your staff was absolutely calming and helpful. My family did make the right decision when we chose Bristol Hospice. Mahalo

I love that I get help with nurses and aids.

I highly recommend Bristol Hospice. in my Mother's final days they provided loving extra care to her and to our family. All services were thoroughly explained and carried out promptly. The on-call nurse in her final days and hours went above and beyond to manage pain. RECOMMENDED: [True]

We want to thank ya'll so much for helping us with our dad. Whenever I got to visit with dad, he was looking clean, clean shaven. The nursing home , I guess did their best ,but----. It was great that ya'll called and kept me informed. Loved that ,also. So sorry that our paths didn't cross. Again thank ya'll so much.

Outstanding personnel - very professional - preform as described in URL, empathetic, efficient, kind. What those of us in such need hope for. Oh, highly tolerant!!

The Hyde family's experience with Bristol Hospice was phenomenal. They brought great help and comfort into our mother's last days. Their care went above and beyond, and all of their staff were wonderful. We will always remember these special people.

My experience with Bristol Hospice could not have been better. My husband and I were well cared for, even over the Christmas holidays. The nurses were truly outstanding professionally, as well as personally. Every one of them was knowledgeable and reactive to our needs. They followed through with every request. My husband was comfortable through the end of his life. The nurses were especially comforting to me, as well. Highly recommend the Minden Bristol Hospice.

This was one of the best hospice companies I have heard of... I had to transfer records from a previous hospice company who I would never recommend, and Bristol was right on the ball, communicating every step of the way, and managed to get the records transferred... The nurses and the staff were very compassionate and caring to my mother. At the time of death the nurse stayed with me through the time that the funeral Director came to take her and we talked and she made me feel so much at ease as much as possible anyway. Recommend this hospice company to anyone looking for a good quality, caring, hospice company. They made things happen with Medicare and the previous Hispice company that could never of happened from the previous hospice company. So for those looking for hospice company, trust your gut and do a lot of research I found one of the best.

I'm delighted to share my positive experience about Bristol hospice Richmond. Their exceptional care and unwavering compassion made a challenging time more manageable for my family. The dedicated staff went above and beyond, creating a supportive and comforting environment that truly made a difference. Grateful for their outstanding service during a difficult period.

It has been good. Nurses comes two days a week and are open to call anytime

# Bristol Hospice Reviews

Highly recommend Bristol Hospice. Everyone that we had contact with, was very supportive, caring, knowledgeable and helpful. 5 Stars

Everyone who I interacted with at Bristol was absolutely amazing! Extremely kind, compassionate, reassuring, and explained the process completely. Thankfully it was a short time, but they were so attentive to both my mother and me.

Bristol Hospice was absolutely amazing! They took all the chaos and stress surrounding the decision of hospice care. Nurse Joe and social worker Mindy made this an easy and loving environment around my wife Marci. Their extra care and compassion allowed her to feel relaxed and safe durinf her final days. I want to Thank the entire staff for top shelf care during this trying time. My only hope is I could make this higher than 5 stars as they deserve it

Always there with whatever I need. Very grateful for all they are doing for us.

Bravo!!! I am so thankful on how my mom was taken care of in only 3 days, but I was very please on how they took care of her.. I highly recommend Bristol!!!!!

The crew was amazing that took care of my aunt, we really didn't know what hospice was about, the nurse went above and beyond and the aids were great!! The director even called us to make sure we had everything we needed. Top notch service!!

I've been working With Jill for years and she was the best hospice SW I ever met and now she's the most passionate Hospice Administrator I know. She added Brittany to her team and she quite an exceptional addition to her team of loving and compassionate caregivers. Bristol Hospice is my first choice because of these women!

Everyone that came to take care of my husband was compassionate, respectful and caring. I really appreciated the time they took with my husband and me. I will recommend Bristol Hospice to everyone who needs their services.

They do a wonderful job of taking care of my wife Tammy

We had a very good experience with them they were very helpful to us

For anyone needing Hospice services, I absolutely recommend Bristol Hospice. Every nurse, every aid, and just the overall staff was so caring, compassionate and wonderful! They really do love and care for their patients as well as the patients family. I can't thank you all enough for your care.

from the bottom of my heart. I would recommend this service from Bristol Hospice to anyone that is in need for services that they offer.

Bristol Hospice has very high-quality nursing staff and seems to be very efficient and getting supplies needed and prescriptions ordered and delivered. Their nurses. Personality and bedside manner is extraordinary and they Show a real compassion and interest in the patient and family. I would recommend them highly.

Cali Care Residential Care was there for us during our darkest days. The entire staff was supportive, compassionate and provided extraordinary care for my husband. They are truly angels!

Very professional , Kind and respectful . They were there for me all along the way from start to finish . They eased the burden of my sorrow . Thank you Bristol Hospice .

Some of the most concerned and passionate people I know . They love helping you , don't find that everywhere! Thank y'all so very much for all you do ! RECOMMENDED: [True]

The staff is awesome. Everyone was so helpful and supportive. I have not one complaint.

Highly recommend Bristol Hospice. They are very thorough and.cover all aspects of care for your loved ones, even things we did not consider, like spiritual needs. They keep you updated. They have a wonderful and caring team.

I just wanted to thank you all for all your support you guys were all great with myself and our family and I will always recommend you to other families

Our family's experience with Bristol Hospice for the care and support they provided to make our loved one comfortable was outstanding. We appreciate the family support they provided during this difficult time.

I have dealt with Bristol Hospice for about 3 weeks. They are taking care of my 92 year old sister. There employees are are very professional as well as caring and warmhearted. I would not hesitate to recommend this company.

Tough time, but what a wonderful staff. Start to finish very professional.

Such wonderful people! Caring, kind and provide for our every need. I can't say enough good about Bristal Hospice of Grants Pass!

Bristol hospice has taken really good care of my mother the nurses have all done an wonderful job & me & family truly appreciate it

We were very pleased with the kindness, and care . They went above and beyond to help comfort us. Thank you so much. It means a lot.

Amy , NP, is exceptional. Bristol couldn't ask for a better representative for their company. She is a very capable, calm professional. She is very thorough and efficient, and very well-versed in connecting with medical services and other healthcare professionals as needed. I will miss her and the care that she has provided me.

Couldn't be happier, dad received the best care possible. Thank you, thank you.

Hello. This is to all and anyone needing Hospice care. I recently went through a heartache. I used Bristol Hospice and they were absolutely amazing. I very highly recommend them. I would definitely not use anyone else. Thank you so much Bristol Hospice.

They have been very helpful and kind. Seeing to it that you have whatever you need. Their kindness and help goes Far and Beyond. Thank you for what you have and are doing for me.

excellent nursing care and immediate supplies for patient care. Great medical advice through wound care MD.

They are really helpful people and kind during this difficult time. Thanks for all your help!!

My family was extremely pleased with Bristol Hospice. From the administrative part, excellent care by the nurses of my husband, medical equipment delivery & the several emergency calls I made in the middle of the night & one holiday. I cannot say enough about Bristol & would highly recommend them. Special shout out to Natalie who became like family as she lovingly cared for my husband until his last breath. ❤️

Bristol is an excellent place. They are caring and go out of their way to help you. My grandmother is in hospice care at home, can't complain of how easy the process has been and how sweet the staff is. Definitely recommend.

I have found Bristol Hospice to be compassionate and caring to my husband who is in hospice, and communicative and reassuring to me.

The difference between Bristol Hopice and others I've directly experienced while looking for care for my 100-year-old mom is vast! Her care is exemplary, she's always neat and clean, and her smile when I visit shines brighter than a diamond. I know she's loved and cared for, so this gives me an indescribable level of comfort. I'm so happy we found these incredible humans who will provide her forever home until she takes her last breath.

Son muy atentos y estan al pendiente de las necesidades del paciente!

We were so impressed that in the very first week of providing hospice care, we were contacted by five different individuals who introduced themselves in their specialty roles at Bristol Hospice. They care and they keep us informed!

Bristol Hospice has been very helpful and kind in helping take care of my mother with dementia.

My mom was treated like family. Her team was loving, compassionate, tender, and patient. They ALL did their best to make sure she was well taken care of. Thank u ALL!!

Wonderful. God bless you all.

Brenda, Samantha and Denise have been a god send for my mother. So nice to have piece of mind that my mother is being checked out twice a week by registered nurses and also cared for by a loving CNA who has been able to get my moms can bathing routine in check. A bonus was finding out they will follow her to the memory care unit and continue to provide that care at her new home. This will make our transition a lot easier for the family. ❤️

Bristol Hospice came along side of us during a very difficult time when our loved one was in a very critical state. The kindness and compassion we received from every staff member was a blessing. We greatly appreciate Bristol Hospice and their caring staff.

Very kind people and took good care of Mom.

The service and respect and care I got from the social worker Maureen the nurse Joy and the 2 individuals that came to evaluate my mother did the best job that I could have hoped for I am so honored by the professionalism I can't thank Bristol and those specific individuals enough. I thank you

"Everyone was very caring, understanding, and professional. They nurses really helped my mother's last days to be comfortable and as painless and anxiety free as possible. Thank you all" "We were very pleased with Bristol. Each person who came to care for my mom was kind and respectful, and competent. I felt that my mom was in good hands." "Wonderful agency. They made caring for our mom easier with their generous support and staff! Thank you so much." "Quality hospice care. Bristol provides excellent communication and very prompt to follow up. Proved to be great advocates for services to those on hospice and those who would benefit from hospice."

"Amazing, compassionate Nurses and staff!" "Very caring and grateful for the help you give." "Love the people and ethics of their workers they truly care about their patients." "Amazing compasssionate team of people. Their knowledge, their willingness to answer questions and be fully present during your amilies most difficult moment. Bless them."

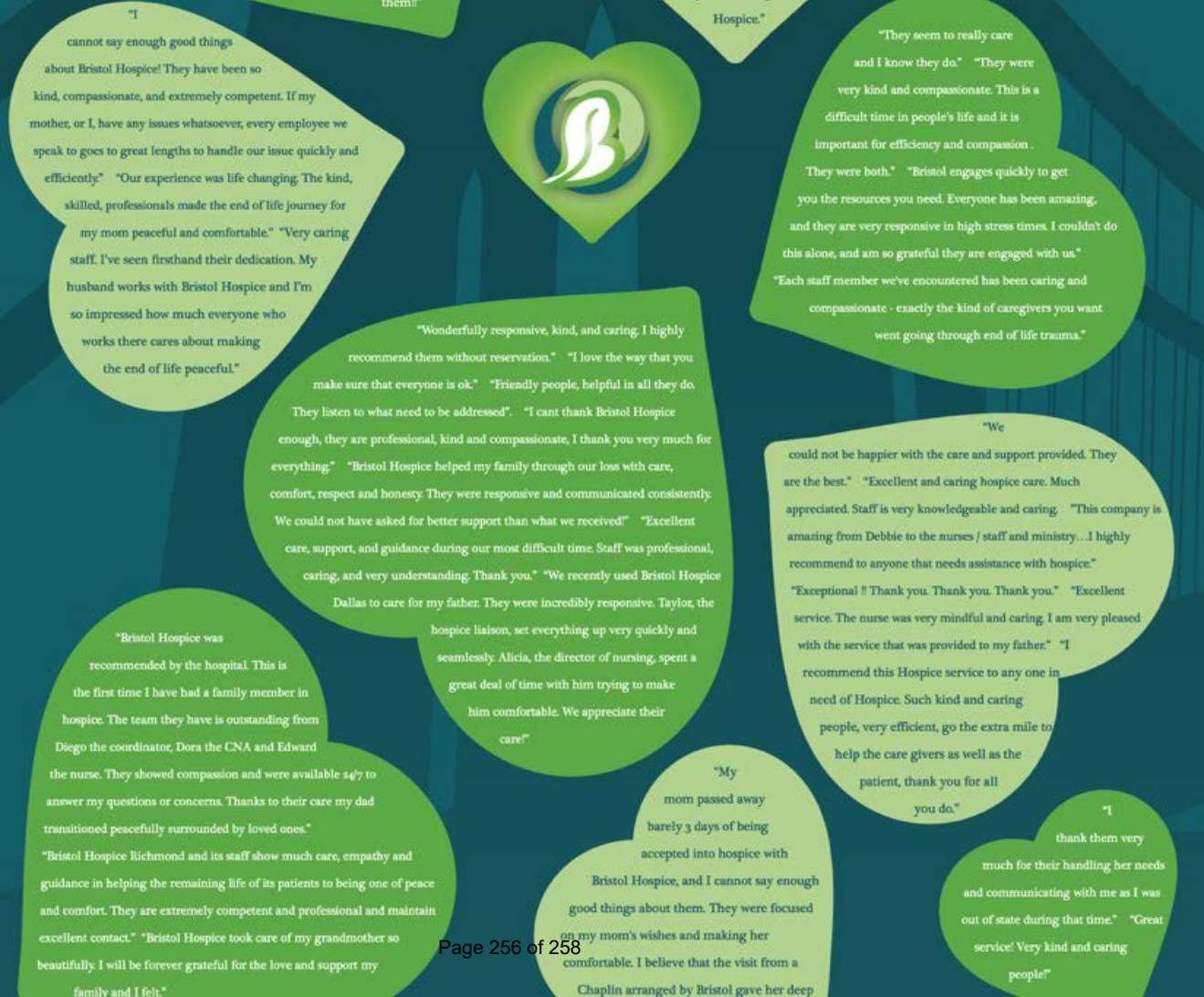
"Bristol Hospice was amazing. Very sweet nurses and a lovely CNA Felicia. They were wonderful to not only my mom but to the family as well. i am so glad we chose Bristol." "The care team was amazing and compassionate. Thank you Bristol Hospice. "Bristol hospice was amazing. Was always there to help and keep Gertie comfortable. Special people!!!! Vickie." "Everyone at Bristol Hospice was very kind,helpful and considerate ,helping us with my mother. I feel that they were genuine and truly cared for my mother and me." "Amazing company they really do care about us and do what ever it takes to give good service." "Quality hospice care. Bristol provides excellent communication and very prompt to follow up. Proved to be great advocates for services to those on hospice and those who would benefit from hospice."

"I have nothing but great things to say about Bristol Hospice. Everyone involved in my Mother's care has been fantastic and have gone the extra mile to help me out." "Bristol is an awesome company!! They provide excellent service to our residents and the staff is amazing. Katrina is a ray of sunshine and I would definitely recommend." "Everyone has been caring and supportive. I feel so thankful having them beside me in this transition. Lovely people." "You have the best hospice team, all over the country." "Everyone was great very attentive!! They responded to every cal I made and came as soon as I needed them!!"

"You folks are so caring as well as helpful, you truly deserve all my praise." "Absolute compassion..." "Bristol Hospice was very kind and helpful in the last days of our loved ones life they did everything they could to be here for us as a family. Thank you" "The people there are unbelievably awesome! Very kind and caring. I've never met people like this before." "The staff from Bristol Hospice were very compassionate , caring and helpful. I would recommend them to anyone needing Hospice."

"Awesome, comforting, caring staff and nurses. I was impressed with the entire staff and am very grateful for their help during this tough time. Highly recommend!"

"I


them!!
Hospice."
"They seem to really care and I know they do." "They were very kind and compassionate. This is a difficult time in people's life and it is important for efficiency and compassion . They were both." "Bristol engages quickly to get you the resources you need. Everyone has been amazing, and they are very responsive in high stress times. I couldn't do this alone, and am so grateful they are engaged with us." "Each staff member we've encountered has been caring and compassionate - exactly the kind of caregivers you want went going through end of life trauma."
"I cannot say enough good things about Bristol Hospice! They have been so kind, compassionate, and extremely competent. If my mother, or I, have any issues whatsoever, every employee we speak to goes to great lengths to handle our issue quickly and efficiently." "Our experience was life changing. The kind, skilled, professionals made the end of life journey for my mom peaceful and comfortable." "Very caring staff. I've seen firsthand their dedication. My husband works with Bristol Hospice and I'm so impressed how much everyone who works there cares about making the end of life peaceful."
"Wonderfully responsive, kind, and caring. I highly recommend them without reservation." "I love the way that you make sure that everyone is ok." "Friendly people, helpful in all they do. They listen to what need to be addressed". "I cant thank Bristol Hospice enough, they are professional, kind and compassionate, I thank you very much for everything." "Bristol Hospice helped my family through our loss with care, comfort, respect and honesty. They were responsive and communicated consistently. We could not have asked for better support than what we received!" "Excellent care, support, and guidance during our most difficult time. Staff was professional, caring, and very understanding. Thank you." "We recently used Bristol Hospice Dallas to care for my father. They were incredibly responsive. Taylor, the hospice liaison, set everything up very quickly and seamlessly. Alicia, the director of nursing, spent a great deal of time with him trying to make him comfortable. We appreciate their care!"
"We could not be happier with the care and support provided. They are the best." "Excellent and caring hospice care. Much appreciated. Staff is very knowledgeable and caring. "This company is amazing from Debbie to the nurses / staff and ministry…I highly recommend to anyone that needs assistance with hospice." "Exceptional !! Thank you. Thank you. Thank you." "Excellent service. The nurse was very mindful and caring. I am very pleased with the service that was provided to my father." "I recommend this Hospice service to any one in need of Hospice. Such kind and caring people, very efficient, go the extra mile to help the care givers as well as the patient, thank you for all you do."
"Bristol Hospice was recommended by the hospital. This is the first time I have had a family member in hospice. The team they have is outstanding from Diego the coordinator, Dora the CNA and Edward the nurse. They showed compassion and were available 24/7 to answer my questions or concerns. Thanks to their care my dad transitioned peacefully surrounded by loved ones." "Bristol Hospice Richmond and its staff show much care, empathy and guidance in helping the remaining life of its patients to being one of peace and comfort. They are extremely competent and professional and maintain excellent contact." "Bristol Hospice took care of my grandmother so beautifully. I will be forever grateful for the love and support my family and I felt."
"My mom passed away barely 3 days of being accepted into hospice with Bristol Hospice, and I cannot say enough good things about them. They were focused on my mom's wishes and making her comfortable. I believe that the visit from a Chaplin arranged by Bristol gave her deep
"I thank them very much for their handling her needs and communicating with me as I was out of state during that time." "Great service! Very kind and caring people!"

# EXHIBIT 20

## Copy of Application Fee

PAYEE: PR235
REMIT TO: DEPARTMENT OF HEALTH

CHECK: [redacted]
COMMENT:

DATE: 1/24/2024

| INVOICE | DATE | VOUCHER | COMMENT | AMOUNT | FAC NO | NET AMOUNT |
|---|---|---|---|---|---|---|
| 012424 WA DOH | 1/24/2024 | [redacted] | REVIEW FEE CON WA DEPT OF HEA | 21,968.00 | 0.00 | 21,968.00 |
| | | | TOTALS: [redacted] | 21,968.00 | 0.00 | 21,968.00 |

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ... THE BACK CONTAINS AN ARTIFICIAL WATERMARK. HOLD AT AN ANGLE TO VIEW

**Bristol Hospice, LLC**
Paying Agent for companies listed on check stub
206 North 2100 West Suite 202
Salt Lake City, Utah 84116
FOR BILLING INQUIRIES: 1(801)325-0175

WELLS FARGO BANK
299 South Main Str
Salt Lake City, UT 84111

[redacted]
31-5
1240

1/24/2024

**********21,968.00

Void After 90 Days

PAY THE SUM Twenty-one thousand nine hundred sixty-eight and xx / 100 U.S. Dollar

TO THE ORDER OF
DEPARTMENT OF HEALTH
CERTIFICATE OF NEED PROGRAM
111 ISRAEL ROAD S.E.
TUMWATER, WA 98501
USA

[redacted]

[redacted]

AUTHORIZED SIGNATURE(S)

Tracking Number:1ZY975570195843886
Service:UPS Next Day Air
Guaranteed By:10:30 AM Thursday, Jan 25, 2024