


App #22-34



Certificate of Need Application

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.

<p>Signature and Title of Responsible Officer:</p>  <p>Samuel Stern Managing Member/Chief Executive Officer</p> <p>Email Address: sstern@affinityhealthmanagement.com</p>	<p>Date: January 28, 2022</p> <p>Telephone Number: 510.499.9977</p>
<p>Legal Name of Applicant: Continuum Care of Snohomish LLC</p> <p>Address of Applicant: 1000 SE Everett Mall Way Suite 402 Everett, WA 98208</p>	<p>Provide a brief project description:</p> <p><input type="checkbox"/> New Agency <input checked="" type="checkbox"/> Expansion of Existing Agency <input type="checkbox"/> Other: _____</p> <p>Estimated capital expenditure: \$0</p>
<p>Identify the county proposed to be served for this project: Pierce County.</p>	



Continuum Care of Snohomish LLC

**Certificate of Need Application
to Expand
Medicare/Medicaid Hospice Services
to Pierce County**

January 2022

Section 1 APPLICANT DESCRIPTION

- 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\(6\)](#).

The legal name of the applicant is Continuum Care of Snohomish LLC. Throughout the application, Continuum Care of Snohomish LLC will be referred to as “Continuum”. Continuum is registered with the Washington Secretary of State. The members of Continuum are The Stern Family 2019 Trust (90% ownership) and Samuel Stern (10% ownership).

The address of Continuum is:

1000 SE Everett Mall Way
Suite 402
Everett, WA 98208

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

Continuum is a Washington State limited liability company organized under chapter 25.15 RCW. Continuum’s UBI number is: 604 173 856.

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

Questions regarding this application should be sent to:

Samuel Stern
Managing Member/Chief Executive Officer
510.499.9977
sstern@affinityhealthmanagement.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).

This question is not applicable.

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

An organizational chart is included in Exhibit 1.

6. Identify all healthcare facilities and agencies owned, operated by, or managed by the applicant. 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**

Continuum Care of Snohomish LLC is one of several agencies owned and operated by Samuel Stern and/or the Stern Family 2019 Trust. Information on the other agencies is as follows:

Continuum Care of King LLC is operated and 100% owned by Samuel Stern and Goldy Stern. It was awarded a certificate of need to provide services in King County, pursuant to a settlement agreement signed November 18, 2020 (CN #1861). That agency is expected to be operational by February 2023 and will be Washington-licensed and Medicare and Medicaid certified.

Continuum Care of Pierce LLC is operated and 100% owned by Samuel Stern and Goldy Stern. That entity applied for a certificate of need in the Pierce County planning area in the previous application cycles in 2020 and 2021 but was denied each time. Adjudicative appeals remain pending before the Department for each of those application cycles. If a CN is awarded to Continuum Care of Pierce LLC, that agency will be Washington-licensed and Medicare and Medicaid certified.

Continuum Care of Broward LLC is operated and 10% owned by Samuel Stern, and 90% owned by the Stern Family 2019 Trust. The agency is licensed by the state of Florida Agency for Health Care Administration and is certified by Medicare and Medicaid. Additional agency information is below:

Continuum Care of Broward LLC
7771 W. Oakland Park Blvd., Ste 150
Sunrise, FL 33351-6705
Medicare Provider Number: 501545
Medicaid Provider Number: 2155142
License #: 50370985

Continuum Care of Sarasota LLC is operated and 100% owned by Samuel Stern and Goldy Stern. The agency is licensed by the state of Florida Agency for Health Care Administration and is certified by Medicare. Medicaid certification is pending. Additional agency information is below:

Continuum Care of Sarasota LLC
5589 Marquesas Cir., Ste 2
Sarasota, FL 34233-3337
Medicare Provider Number: 101564
Medicaid Provider Number: pending survey
License #: 50370986

Affinity Care of New Jersey LLC is operated and 10% owned by Samuel Stern, and 90% owned by the Stern Family 2019 Trust. This agency is licensed by the state of New Jersey Department of Health and is Medicare and Medicaid certified. Additional agency information is below:

Affinity Care of New Jersey LLC
635 Duquesne Blvd, Ste 1
Brick, NJ 08723-5073
Medicare Provider Number: 311591
Medicaid Provider Number: 0780855
License #: 25234

Affinity Care of Ohio LLC is operated and 10% owned by Samuel Stern, and 90% owned by the Stern Family 2019 Trust. The agency is licensed by the state of Ohio Department of Health and is certified by Medicare and Medicaid. Additional agency information is below:

Affinity Care of Ohio LLC
7631 Tylers Place Blvd., Suite 3
West Chester, OH 45069-6331
Medicare Provider Number: 361713
Medicaid Provider Number: 0449811
License #: 0264HSP

Affinity Care of Virginia LLC is operated by Samuel Stern. It is 45% owned by Starco of Virginia LLC, which in turn is 10% owned by Samuel Stern and 90% owned by the Stern Family 2019 Trust. This agency is licensed by the state of Virginia Department of Health.

Medicare and Medicaid certification has been obtained. Additional agency information is below:

Affinity Care of Virginia LLC
714 Thimble Shoals Blvd, Suite C
Newport News, VA 23606-2574
Medicare Provider Number: 491637
Medicaid Provider Number: 1699373449
License #: HSP-21422

Affinity Care of Missouri LLC d/b/a One Community Hospice is operated by Samuel Stern. It is 45% owned by Starco of Missouri LLC, which in turn is 10% owned by Samuel Stern and 90% owned by the Stern Family 2019 Trust. This agency is licensed by the state of Virginia Department of Health. Medicare and Medicaid certification has been obtained. Additional agency information is below:

Affinity Care of Missouri LLC
15600 Woods Chapel Rd, Ste A,
Kansas City MO 64139-1355
Medicare Provider Number: 261609
Medicaid Provider Number: Pending
License #: 188-11HO

Continuum's managing member Samuel Stern is the previous owner and operator of several other hospice agencies across multiple states. The information for those entities, including dates of divestment, is attached as Exhibit 2.

Section 2 PROJECT DESCRIPTION

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

The name of the existing agency is Continuum Care of Snohomish LLC and the address is:

1000 SE Everett Mall Way
Suite 402
Everett, WA 98208

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.

Continuum is an existing Medicare certified and Medicaid eligible hospice agency, which has its main office in Everett. It is licensed to provide hospice services in Snohomish County. Under the ongoing Public Health Emergency (PHE)¹ Continuum has been providing temporary hospice services in Pierce and King Counties. The proposed expansion into Pierce County will be fully integrated into the existing Continuum operations. Additional clinical and administrative staff will be added to continue to serve Pierce County residents in need of hospice services.

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.

Continuum Care of Snohomish LLC
1000 SE Everett Mall Way
Suite 402
Everett, WA 98208

¹ As declared in Proclamation of Governor Jay Inslee, No. 20-36 (Wash. Mar. 30, 2020), *et. seq.*, and subsequent guidance regarding providing surge services during the ongoing COVID-19 public emergency.

4. Provide a detailed description of the proposed project.

Continuum is proposing to provide Medicare and Medicaid certified hospice services to Pierce County residents and their families so as to support persons with terminal illness in managing pain and maintaining dignity through the end of life. Continuum believes that no level of service is sufficient if those in need cannot access to it. Therefore, while we will provide exceptional, accessible care to the entirety of the general population we also intend to have a strong focus on improving access and reducing disparities in the underserved populations and special populations including but not limited to:

- Racial and ethnic populations
- Veterans
- LGTBQ populations
- Low-income persons (including the dual eligible Medicare/Medicaid)

As the CN Program is aware, Continuum's sister organization Continuum Care of Pierce LLC, which has shared ownership and leadership with Continuum, was one of six applicants that submitted CN applications in January 2021 (CN 21-46).² In the CN Program's October 2021 evaluation, the Program concluded that application met all applicable criteria in WAC 246-310-210, 246-310-220 and 246-310-230. The application was only denied in tiebreakers/superiority in WAC 246-310-240.³

Beginning in September 2021, Continuum expanded services to Pierce County residents under the PHE, following requests from Pierce County providers unable to locate sufficient and timely end-of-life care for Pierce County residents in need of hospice services. To date, Continuum has served about four patients in Pierce County.

In an effort to be responsive to the demand for hospice services in Pierce County, and in recognition of the efficiency of expanding existing operations rather than commencing services under a new provider entity, Continuum's leadership has elected to submit this application as an expansion of Continuum Care of Snohomish rather than renewing an application through Continuum Care of Pierce LLC. This will allow Continuum to simply add Pierce County to its service area and will not require the same startup time and costs associated with a new agency requiring separate licensure and certification. As such, Continuum will be able to serve Pierce County residents, without interruption, assuming the PHE continues through the 2022 concurrent review cycle and approval of this application in the fall of 2022.

² Continuum Care of Pierce LLC also applied for a certificate of need in January 2020 (CN 20-41). That application was denied. An adjudicative hearing request challenging that denial was filed and remains pending under DOH No. M2020-1077 (consolidated under M2020-1076).

³ Continuum Care of Pierce LLC filed an adjudicative hearing request challenging that denial. It remains pending under DOH No. M2021-924 (consolidated under M2021-922).

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

Continuum will be available and accessible to individuals regardless of where they reside in Pierce County.

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:

Continuum’s estimated timeline for project implementation is as follows:

Event	Anticipated Month/Year
CN Approval	September 2022
Design Complete (if applicable)	NA
Construction Commenced (if applicable)	NA
Construction Completed (if applicable)	NA
Agency Providing Medicare and Medicaid hospice services in the proposed county	January 2023

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.

The following services are currently provided by Continuum and will also be provided to Pierce County residents:

X Skilled Nursing	X Durable Medical Equipment (contracted)
X Home Health/Care Aide	IV Services
X Physical Therapy (contracted)	X Nutritional Counseling
X Occupational Therapy (contracted)	X Bereavement Counseling
X Speech Therapy (contracted)	X Symptom and Pain Management
X Respiratory Therapy (contracted)	X Pharmacy Services (contracted)
X Medical Social Services	X Respite Care
X Palliative Care	X Spiritual Counseling
X Other (please describe): Music Therapy, Equine Therapy, Virtual Reality Therapy, homemaker services, volunteer services, massage therapy, and pet therapy.	

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).

Continuum serves Snohomish County as a CN approved agency. In addition, Continuum is also serving King and Pierce Counties under the PHE.

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.

Continuum is CN approved to provide Medicare and Medicaid hospice services in Snohomish County and is serving King and Pierce Counties under the PHE. As noted in response to Question 8, the list of services Continuum proposes to provide in Pierce County is identical to the services provided in Snohomish County.

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

Continuum will serve all patients in need of hospice desiring to be cared for by our Agency. Continuum provides and will continue to provide a full range of hospice services designed to meet the physiological, psychological, social, and spiritual needs of people and their families facing the end of life and bereavement in Pierce County. Continuum will have a special emphasis on serving traditionally underserved populations.

Continuum will initially serve adults, age 18 and over. That said, Continuum's members have both the interest in and proven expertise to provide care for pediatric patients and their families. If the demand exists, we will gladly establish such a program.

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

A copy of the letter of intent is included in Exhibit 3.

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.

Continuum will amend its existing in-home services license (IHS.FS.61010090) to include Pierce County. Continuum is already Medicare certified (50-1545) and has an existing Medicaid contract (2155142).

Section 3
CERTIFICATE OF NEED REVIEW CRITERIA
(WAC 246-310-210)

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.

Continuum began serving patients in March 2020. Therefore, only two years of historical data is available.

Table 1
Continuum Care of Snohomish
2020-2021 Utilization

Snohomish County	2020	2021
Total number of admissions	144	333
Total number of patient days	5,697	20,140
Average daily census	17.1 ⁴	55.2
Pierce County		
Total number of admissions	0	4
Total number of patient days	0	242
Average daily census	0.0	2.0 ⁵
King County		
Total number of admissions	42	330
Total number of patient days	1,661	19,959
Average daily census	7.4 ⁶	54.7

Source: Applicant

⁴ Based on eleven months of operation (February through December).

⁵ Based on four months of Pierce County operations in 2021 (September through December).

⁶ Based on just over seven months of King County operations (May 21, 2020 through December).

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.

The projected utilization is detailed in Table 2:

Table 2
Continuum Care of Snohomish
Projected Patient Days and Admissions, 2022-2025 by County

Snohomish	2022	2023	2024	2025
Total number of admissions	436	501	576	662
Total number of patient days	24,852	30,621	35,205	40,461
Average daily census	68.1	83.9	96.5	110.9
Pierce	2022	2023	2024	2025
Total number of admissions	Included with Snohomish	231	316	413
Total number of patient days		14,350	19,630	25,656
Average daily census		39.31	53.78	70.29

Source: Applicant

Specific assumptions include:

ALOS: Continuum assumed the 2022 ALOS would be 57.0 based on current experience. For each subsequent year, the Washington State average from the CN Program’s methodology has been assumed (62.12).

Admissions: Continuum will provide hospice care to any Pierce County resident that is eligible and is requesting services. The unmet ADC in Pierce County, per the CN Program’s methodology is 111 in 2023, increasing to 165 in 2025. We have assumed a relatively modest share of that unmet need. In addition, this application details our commitment and intent to serve the traditionally underserved.

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

Pierce County's population is expected to approach 925,000 by 2022. The Department of Health's 2021 hospice need methodology (included in Exhibit 4) projects need for three additional hospice agencies by 2023, the CN Program's identified planning horizon.

Continuum is committed to serving the entirety of Pierce County, as required by the CN Program. Continuum's managing members have limited experience in Washington State, having just established a new agency in Snohomish County in March 2020. Despite establishing this program during COVID-19, the data to date demonstrates that Continuum Care of Snohomish has exceeded its year one estimates and as of January 2022 had an average daily census of 177; nearly three times the ADC it had in January 2021 (62). And, as noted in earlier sections of this application, Continuum has already served patients in Pierce County.

Pierce County's 2019 Community Health Needs Assessment (CHNA) documents that about a third of the population is nonwhite; 8% live in poverty and nearly 20% speak a language other than English. Life expectancy in Pierce County is slightly less than the State (79.0 vs. 80.3); and Black, American Indian or Alaska Native and Native Hawaiian or Pacific Islander all had life expectancies lower than Asian, Hispanic and white life expectancies. Not surprisingly, cancer is the leading cause of death. Other top causes of death include heart disease, COPD and Alzheimer's disease.

Today, some Pierce County residents, by virtue of payer or ethnicity/race or gender preference can be underserved, and therefore, by definition experience restricted access (perceived or real) —that is groups that have not accessed hospice care at the same rate as the general population. In 2019, our data estimates that had these underserved groups—which include at least the African American, Asian, Native American, dual-eligibles, LGBTQ and the homeless—been served at the same rate as the general population, the incremental patient volume could be as high as nearly 1,000 additional patients. To a lesser extent, it also includes the general Medicare population, as the penetration rate in Pierce County for Medicare is less than the State average.

Further data (2014-2018) from the CDC demonstrates that Pierce County ranks tenth highest (out of 39 Counties), so in the top quartile, for new cancer cases. As shown in Table 3, the Pierce County rate of 468.0 is nearly 6% higher than the State incidence rate of 442.0 (per 100,000). The higher incidence and death rates are compounded by lower use of Hospice. As shown in Table 3 below, Pierce County residents in general, have higher death rates from cancer. While blacks have a lower cancer incidence, they have a higher death rate from cancer. In general, Pierce County resident death rates from cancer are higher than the State as a whole. Yet, as depicted in Table 5 below, hospice use rates are lower for Pierce County residents in comparison to the State.

**Table 3
Cancer Incidence and Death Rates, 2013-2017**

Racial/ Ethnic Group	Cancer Incidence				Cancer Death Rates			
	Pierce County		WA State	Variance to WA State Rate	Pierce County		WA State	Variance to WA State
	Persons	Rate	Rate		Person	Rate	Rate	
American Indian / Alaska Native	312	501.3	453.4	10.6%	72	143	150.2	-4.6%
White	18,386	472.8	445.3	6.2%	6,287	164	155.4	5.6%
All	21,733	468.0	442.0	5.9%	7,299	162	152	6.6%
Black	1,287	436.8	417.4	4.6%	446	178	157.6	12.6%
Hispanic	824	419.9	352.2	19.2%	178	118	103	14.2%
Asian & Pacific Islander	1,311	326.9	311.6	4.9%	494	130	106.2	22.4%

Source: U.S. Cancer Statistics Working Group. U.S. Cancer Statistics Data Visualizations Tool, based on 2020 submission data (1999-2018); U.S. Department of Health and Human Services, Centers for Disease Control and Prevention and National Cancer Institute; www.cdc.gov/cancer/dataviz, released in June 2021.

The WAC based methodology assumes that Pierce County’s future utilization (rate per 1,000 residents) for all hospice patients will remain flat, it fundamentally fails to address the documented underservice for selected populations and communities that are described in more detail below.

A. Underserved Medicare populations in Pierce County

Continuum acquired 2019 and 2020 Medicare Fee-For-Service data for Pierce County that demonstrates that hospice utilization for the Medicare Fee for Service population is below the Washington State average and the National median. Table 4 demonstrates this fact. If Pierce County were to achieve the Washington State rate an additional 164 patients would have been served in 2019.

Table 4
2019 and 2020 Pierce County Medicare Fee-For-Service (FFS) Total Beneficiaries Deaths and Deaths in Hospice, Pierce County Compared to Washington State and National

	2019	2020
Total # of Pierce County Medicare FFS Beneficiaries who died	5,471	5,885
# of Pierce County Medicare FFS Beneficiaries who died while enrolled in Hospice	2,352	2,307
Percentage of Pierce County Medicare FFS that Died in Hospice	43.0%	39.2%
WA State 2018 Average (ranked #37 out of 52, and higher is better)	46.0%	46.0%
National Median	49.6%	49.6%

Source: Hospice Analytics, CMS 2019 Annual Limited Data Set Standard Analytics Files and NHPCO 2018 data for the National Median

B. Medicare Fee For Service By Race:

As depicted in Table 5, the percentage of Medicare patients by race who died but received hospice care was even lower for Pierce County when compared to the national median and the Washington State average.

**Table 5
Deaths in and Utilization of Hospice by Race, 2020**

	Pierce								
				Washington	National				
Deaths Under Hospice by Race 2019	Deaths With Hospice Care in 2020*	Total Deaths	% Utilization	% Utilization	% Utilization	Variance to WA utilization	Variance to National utilization	Estimated Volume at WA Rate	Estimated Volume at National Rate
White	2,465	4,963	49.7%	53.9%	56.8%	-8%	-13%	210	354
Black	151	377	40.1%	36.9%	41.7%	9%	-4%	-12	6
Asian	92	236	39.0%	42.8%	42.7%	-9%	-9%	9	9
Hispanic or Latino	18	37	48.6%	36.4%	41.5%	34%	17%	-5	-3
North American Native	29	59	49.2%	39.6%	37.2%	24%	32%	-6	-7
Other	58	147	39.5%	41.9%	43.7%	-6%	-10%	4	6
Unknown	28	66	42.4%	37.5%	39.6%	13%	7%	-3	-2
Total	2,841	5,885	48.3%	52.2%	53.9%	-8%	-10%	231	331

Source: Developed from Medicare Files, 2020; Bergdata.com. *These are deaths for patients who were enrolled in hospice sometime in the year; these patients were not necessarily on hospice at the time of death. Those numbers would be lower.

C. Dual eligible Medicare/Medicaid Enrollees

A March 2020 CMS report found that dual eligible individuals have high rates of chronic illness (60% have multiple chronic illnesses) and 18% reported ‘poor’ health status (compared to 6% of other Medicare beneficiaries)⁷. This report also demonstrates that while dual eligible are only 20% of the Medicare program enrollment, they account for 34% of the costs. There were similar findings for the Medicaid Program (15% of the enrollment but 30% of the cost).

⁷ https://www.cms.gov/Medicare-Medicaid-Coordination/Medicare-and-Medicaid-Coordination/Medicare-Medicaid-Coordination-Office/Downloads/MMCO_Factsheet.pdf

Hospice data for Pierce County from 2019 Medicare FFS beneficiary data indicates that the rate of dual eligible Medicare/Medicaid enrollees electing hospice is 484 per 1,000 deaths; ranking it #19 in the State. In 2020, this rate dropped to 439.4. These rates are lower than the rate for non-dual eligible beneficiaries in Pierce County which was 512 per 1,000 deaths in 2019 and 498.4 in 2020. The dual eligible population, which typically has higher needs has been accessing hospice services at a lower rate for at least the past two years.

Not surprisingly, both Pierce County and Washington State's dual eligible rates were below the national average of 574 per 1,000 deaths in 2019 and this continued in 2020. Pierce County's rate was 85% of the national dual eligible rate in 2019 and 93% of the national rate in 2020 (the first year of COVID). If Pierce County achieved the 2019 national rate an additional 152 residents could have been served in hospice. Conversely, if the target were to achieve national rate for the non-duals, an even higher number would have been served.

While specific data is harder to quantify, Continuum knows from experience that both the homeless and LGBTQ communities are also often underserved. Continuum will have specific programs for both populations. Specific to the homeless population, as soon as Continuum receives CN approval, we will outreach and establish relationships with homeless agencies and the key providers of health care and social and housing supports to the homeless. In 2017, the City of Tacoma declared a public health emergency relating to homelessness. We will request that for any initial consult they attempt to retain the patient at their location until we can send a nurse so that we can assure that hospice is presented to them and they have the option to accept or decline the service.

As the managing members have done in Snohomish County, Continuum will, upon CN approval, also outreach to the LGBTQ community. Continuum is already a member of the Northwest LBGT Senior Care Providers Network (an informal coalition of Senior Care Providers working together to provide advocacy and quality of care for the LGBT seniors of Washington State and as such, is made aware of the need for service to this population in other communities, including Pierce County.

As has been discussed in previous Pierce County applications, Continuum's managing member and leadership team, based on their experience in other communities, know that there is no one size fits all. Continuum now has experience in Washington State. And while this is another county, Continuum will use and modify, as necessary, the tools and practices it successfully implemented in Snohomish County. In addition, Continuum will use its experience outside of Washington State to ensure that it addresses the cultural, health system and other impediments to hospice care that confront the historically underserved communities in Pierce County. Our proven tools deal with specific concrete obstacles long identified by health policy makers and researchers but frequently are not well addressed. Examples include the insensitivity to cultural variations in attitudes towards death and dying, and the frequent difficulty clinicians have communicating about end-of-life issues or the lack of culturally appropriate sources of information and resources within communities. Continuum has learned that these barriers can be confronted and overcome with constant, concerted effort with the application of common sense techniques. Through our best practices outreach model, we will make a difference.

We also know that the development of a racially and culturally diverse workforce is a crucial element in overcoming barriers to unmet needs. While this may appear obvious, it bears stating that workforce composition should reflect the composition of the community. This is a priority for us, and, in other communities in which the managing members established new agencies, we were able to reflect the community in our work force. It is important because it not only facilitates access to service but improves quality of care as well. Continuum will focus its workforce recruitment in Pierce County to be representative of the County's demographics.

Across the board, when Continuum is able to provide CN approved hospice care in Pierce County, Continuum will work directly with community organizations, places of worship and gathering, trusted physicians and other health care providers to deploy specific tools and outreach mechanisms that address populations with unmet needs. Such activities are part and parcel of our program model and our mission and will be employed to improve accessibility for all special populations. Our efforts will ensure that all persons who would benefit from hospice care will have the knowledge and opportunity to choose that option if they so desire. In this way we expect to contribute toward the improvement of the broader system of care in the County, while at the same time meeting the needs of specific persons.

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.

Numeric need for three additional agencies has been identified by the CN Program's methodology and our ADC represents only a percentage of that defined need. Continuum has already begun to meet some of that need through expansion of services under the PHE. And, in fact, Continuum has become aware of the delays in care and other challenges for Pierce County hospice patients as existing agencies are unable to timely meet their needs. Continuum understands that some patients are having to wait up to a week for existing agencies to be able to serve them. To improve access to hospice services, Continuum has admitted all Pierce County patients that it has received referrals for (confirm that this is true). To ensure that Pierce County residents continue to have access to our services, Continuum is seeking CN approval.

Further, Continuum's commitment to outreach to underserved populations and communities described in earlier sections of this application, will result in better end of life care, not unnecessary duplication. We know this work is hard but have realized measurable increases in other communities in which the Members have operated hospice services. This has been accomplished by consistent efforts to break down barriers and educate communities about hospice services in general.

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

Continuum will be available and accessible to residents residing throughout the entire County. In fact, Continuum is presently prepared to serve residents throughout the County under the PHE and for as long as the current emergency lasts.

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

The need for additional providers is demonstrated via WAC and the data on Pierce County disparities is both compelling and documented. While serving all, Continuum will focus on the reduction of disparities in access to and use of hospice among certain historically underserved ethnicities, races, and other underserved populations. We will do so by outreach, building trust, developing culturally appropriate services and by assuring our staff is trained and respectful of culture, values, and beliefs.

As outlined in earlier sections of this application, Continuum's Members with their interest and experience establishing new agencies in other communities in the Country, has specifically targeted the underserved. Specifically, Continuum points to its experience in Northern California and Rhode Island (both of which had segments of the population that were underserved).

Related to the African American community, the italic paragraphs below restate information that was included in Continuum's November 30, 2017 application for Snohomish County:

Since Continuum Care Hospice established hospice services in the city of Oakland, California, within just two years of operation, in 2016, the percentage of African American admissions in its Agency was nearly twice that of other hospice providers in the region. Most of its success stems from certain outreach efforts that Continuum Care Hospice has developed and employed, referred to as the "Oakland Program". Specifically, through its Oakland Program, Continuum Care Hospice has cultivated a set of tools and practices to address the cultural, health systems, and other impediments to hospice care that confront underserved populations. These mechanisms deal with specific concrete obstacles long identified by health policy makers and researchers but frequently not well addressed. Examples of common barriers to accessibility include an insensitivity to cultural variations in attitudes towards death and dying, the difficulties clinicians face when communicating about end-of-life issues, and the lack of culturally appropriate sources of information and resources within communities.

While we are aware that these mechanisms will need to be modified to best support Snohomish County, Continuum intends to introduce these same learned proficiencies in Snohomish County. In doing so, we will focus on building trust in African American

population centers and partner with existing community resources that service the African American community i.e. Local chapter NAACP, Churches and Community Centers. For the American Indian community, we will focus on gaining the trust and support of tribal leadership and program staff and embedding tribal consultation into our programs. Cultural sensitivity training will also be a key focus for our staff.

In addition, in other communities Continuum's Members have supported community-based social service organization that advocate and provides program for Western African Immigrants, refugees and other marginalized communities. The Members have also worked with American Indian communities to break down barrier and provide service to their members.

Historically, to evaluate this requirement, the CN Program has evaluated an applicant's admission policies, willingness to serve Medicare and Medicaid patients, and to serve patients that cannot afford to pay for services. Continuum will seek both Medicare and Medicaid certification and has included a charity care allowance in its pro forma.

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)

The requested policies are included in Exhibit 5.

- 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.

There is more than sufficient need to support the approval of this project. Therefore, this question is not applicable.

Section 3
CERTIFICATE OF NEED REVIEW CRITERIA
FINANCIAL FEASIBILITY ([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. 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.**

The requested information is included in Exhibit 6.

- 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.

Continuum will not have a management agreement, operating agreement, or a joint venture agreement. However, it will have a medical director agreement and a shared services agreement. A copy of the executed medical director agreement currently in place for the Snohomish operations is included in Exhibit 7 and a copy of the shared services agreement is included in Exhibit 8.

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 projection year. 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.

Continuum will use its existing site in Everett for its proposed expansion into Pierce County. Included in Exhibit 9 is a copy of the executed lease agreement for the Snohomish County office as well as confirmation that Continuum will be allowed to extend the lease through 2026. The additional years assume (based on the renewal notice in Exhibit 9), 3% escalation each year following the end of the lease. The rent expense has been allocated to the Pierce County operations on a square footage basis. An estimated 1,000 SF is assumed to be used for the Pierce County operations and the rent and operating expenses are allocated proportionately. Lease detail is included in Exhibit 6. Table 6 details the allocation:

**Table 6
Lease Expense Allocation**

Year	Annual Lease and Operating Expenses	Cost Per SF	Allocated Pierce Expense
2023	73,343.18	13.81	13,812.27
2024	77,137.59	14.53	14,526.85
2025	80,537.34	15.17	15,167.11

Source: Applicant

- 4. Complete the table on the following page 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.**

There is no capital expenditure for this project. Therefore, this question is not applicable.

- 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.**

There is no capital expenditure for this project. Therefore, this question is not applicable.

- 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.**

Since this is the expansion of an existing agency, there are no start-up costs.

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.

This question is not applicable.

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

Continuum does not expect the project to affect the charges for its services and, importantly, this project will have no effect on billed rates to patients, providers, or payers. Continuum's charges for hospice services are not determined by its capital expenditures nor its initial pre-opening and operating deficits.

As noted in earlier sections of this application, Continuum will focus on the underserved populations. To the extent that these populations currently use higher-cost health care services (ED visits, hospitalizations) that are reduced when they are enrolled in a hospice program, overall costs and charges for health care services will decrease.

The establishment of a new hospice agency that will improve access and availability and target disparities is both the "right thing to do" and consistent with value-based care delivery, Washington's Medicaid transformation efforts (Healthier Washington) and Washington's 2018 *State Health Assessment*. In addition to better access and enhanced equity, studies demonstrate that patients enrolled in hospice were less likely to be hospitalized, admitted to intensive care, or undergo unnecessary invasive procedures.

As the Members have in other markets, Continuum will work with the patient and family to manage the use of aggressive therapies, i.e., radiation for pain management on a case-by-case basis. We also use music, equine, virtual reality, art, massage, aroma, and other therapies to manage pain and symptoms. All these programs have improved the quality of life of the patient and have supported the management of costs.

Further, while not in the pro forma, Continuum intends to establish a palliative care program in Pierce County and will work with existing health care providers to identify patients appropriate for palliative care.

Palliative care programs are designed to support patients that are not yet eligible for, or have not yet requested, hospice care, but have advanced chronic illnesses. Palliative care programs can and do also support patients engaged in curative treatment. The goal of a palliative care program is to keep patients stable and out of the hospital by providing home-based services.

Continuum's palliative care service will provide pain and non-pain symptom management, education to promote patient and family awareness of illness trajectory and treatment choices, and psychosocial and spiritual support. The typical disease group of patients enrolled in palliative care include cancer, COPD, heart failure and dementia. The palliative care team typically provides in-home medical consultation, caregiver support and advance care planning.

Research has found that patients enrolled in palliative care cost less than similar patients who are not in a palliative care program simply because they have fewer hospital visits⁸. Palliative care is also demonstrated to improve quality of life for both the patient and the family. Because of their success in reducing costs and improving patient and family satisfaction, they are increasingly sought out by insurers.

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.

There is no capital expenditure for this project. Therefore, this question is not applicable.

⁸ "Effective of a Home-Based Palliative Care Program on Healthcare Use and Costs, Journal of American Geriatrics, J. Brian Cassel, PhD, et.al , November 2016, p. 2288-2295.

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.”

Table 7 provides the requested information for Pierce County:

**Table 7
Estimated Sources of Revenue by Payer**

Payer	Percentage of Gross Revenue
Medicare/Medicare Advantage	88.6%
Medicaid	3.9%
Commercial/VA/TriCare	5.9%
Self-Pay/Other	1.6%
Total	100.0%

Source: Applicant-Assumes all GIP/RESPITE/Continuous is under Medicare

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.

The existing payer mix for the existing Continuum operations is provided in Table 8:

**Table 8
Existing Sources of Revenue by Payer**

Payer	Percentage of Gross Revenue
Medicare/Medicare Advantage	91.75%
Medicaid	1.2%
Commercial/VA/TriCare	6.6%
Self-Pay/Private	0.45%
Total	100.0%

Source: Applicant-Assumes all GIP/RESPITE/Continuous is under Medicare

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.

No new equipment is proposed for this project. Therefore, this question is not applicable.

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.

This question is not applicable as there are no capital expenditures or start up costs associated with the expansion of services into Pierce County.

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.

There is no debt financing for this project. Therefore, this question is not applicable.

15. Provide the most recent audited financial statements for:

- **The applicant, and**
- **Any parent entity responsible for financing the project.**

No audited financial statements exist for Continuum. Historical financial information for Continuum's operations from March 2020 through November 2021 are included in Exhibit 6.

Section 3
CERTIFICATE OF NEED REVIEW CRITERIA
Structure and Process (Quality) of Care ([WAC 246-310-230](#))

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.

Table 9 details the projected FTEs for the first three years of operation for Pierce County only.

Table 9
Pierce County Only, Projected FTEs by Year

Staff	2023	2024	2025	Salary/FTE
Administrator	0.00	0.00	0.00	0.00
Clinical Director	0.00	0.00	0.00	0.00
Clinical Manager	1.00	1.00	1.00	125,500
Registered Nurse	3.93	5.38	7.03	110,000
Home Health Aide	3.93	5.38	7.03	48,000
MSW	1.57	2.15	2.81	84,000
Chaplain	1.57	2.15	2.81	74,632
Music Therapist	0.79	1.08	1.41	64,000
Intake	0.00	0.00	0.00	0.00
Office Manager	1.00	1.00	1.00	80,000
Team Coordinator	0.50	1.00	1.00	60,000
Marketing	1.00	1.00	1.75	100,000
Volunteer Coordinator	0.25	1.00	1.00	70,000
Bereavement Coordinator		0.50	1.00	90,000
PT/OT/SP/RT	Contracted	Contracted	Contracted	Contracted
Dietitian	Contracted	Contracted	Contracted	Contracted
Total	15.54	21.63	27.83	

Source: Applicant

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.

Table 10 details the requested information for the existing Continuum Care of Snohomish. The years 2023-2025 include the staffing projected for Pierce County.

Table 10
Current and Projected FTEs

Staff	2022	2023	2024	2025	Salary/FTE
Administrator	1.00	1.00	1.00	0.00	\$ 175,000
Clinical Director	1.00	1.00	1.00	0.00	\$ 140,000
Clinical Manager	2.00	1.00	1.25	1.50	\$ 125,500
Registered Nurse	13.40	8.53	9.80	11.27	\$ 110,000
Home Health Aide	13.40	8.53	9.80	11.27	\$ 48,000
MSW	5.36	3.41	3.92	4.51	\$ 84,000
Chaplain	5.36	3.41	3.92	4.51	\$ 74,632
Music Therapist	2.68	1.71	1.96	2.25	\$ 64,000
Intake	3.00	2.00	3.50	4.00	\$ 70,000
Office Manager	1.00	1.00	1.00	1.00	\$ 80,000
Team Coordinator	3.00	2.75	3.00	3.50	\$ 60,000
Marketing	3.50	3.00	3.50	4.00	\$ 100,000
Volunteer Coordinator	1.00	1.00	1.00	1.00	\$ 70,000
Bereavement Coordinator	1.00	1.00	1.00	1.00	\$ 90,000
Nurse Practitioner	0.67	0.41	0.47	0.54	\$ 160,000
PT/OT/SP/RT		Contracted	Contracted	Contracted	Contracted
Dietitian		Contracted	Contracted	Contracted	Contracted
Total	57.37	39.74	46.13	50.34	

Source: Applicant

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

Table 11 depicts the projected staff to patient ratio. The ratios included in the table are the average ratio across the three-year projection period. Please note that these staffing ratios were determined to be reasonable and consistent with Application requirements in the previous Pierce County applications. Further, these ratios have proven to be accurate and reasonable to date at Continuum Care of Snohomish.

**Table 11
Proposed Staff to Patient ADC Ratio**

Type of Staff	Staff / Patient Ratio
Skilled Nursing (RN)	1:10
Medical Social Worker	1:25
Hospice Aide	1:10
Chaplain	1:25
Volunteer Coordinator	1:100

Source: Applicant

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

Continuum’s staffing was based on a review of the literature, national staffing data, and Continuum’s own operating experience. The National Hospice and Palliative Care Organization (NHPCO) provides its members with many tools related to standards and practices for operating a community hospice agency. Continuum’s direct patient staffing ratios (RN, HHA, chaplain and MSW) are consistent with, or in most cases better, than the NHPCO national averages. Continuum also depends upon their members’ and leaders’ experiences in markets when establishing staffing ratios including Continuum Care of Snohomish’s recent experience.

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.

Continuum’s Medical Director will be Don Nguyen, MD. Dr. Nguyen’s professional license number is [MD60957806](#).

6. If the medical director is/will be an employee rather than under contract, provide the medical director’s job description.

Medical Director Services will be contracted. A copy of the agreement is included as Exhibit 7.

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.)

Table 12 provides the key clinical staff for Continuum.

**Table 12
Key Staff**

Name	Title	DOH Credential Number (if applicable)
Patrick Shepard	Executive Director	NA
Julie Clobes	Clinical Director	RN00071033
Svetlana Niyazov	Clinical Manager	RN60400507
Danielle Parker	Clinical Manager	RN60471646
Don Nguyen	Medical Director	MD60957806
Kristi Whitney	Office Manager	NA
Joni Ballantyne	Intake Manager	NA

Source: Applicant

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

The requested information is included in Exhibit 10.

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.

As has been discussed in earlier sections of this application, while Continuum has begun serving Pierce County under the PHE, it has not begun to fully implement its staff recruitment and retention methods for Pierce County and proposes the following:

In support of our commitment to serving traditionally underserved groups, Continuum also seeks to recruit, employ, and develop a diverse staff of clinicians and caregivers with skill levels appropriate to the functions they will perform. Continuum's members have historically been successful in recruiting using multiple strategies and tools. Each local agency completes daily searches for qualified candidates through the major employment sites, LinkedIn, and their website. We also have hosted job fairs and partnered with job fairs to extend opportunities, and we allow/support staff interested in only part time employment. In markets where there is high demand for positions, we engage with recruiters that specialize in the positions we are hiring for and are familiar with the local market. We have also provided signing bonuses to attract the "in-demand" staff.

Continuum will offer competitive compensation packages (including 401K plans with generous matches), paid time off, a wide selection of health insurance options, dental insurance, vision insurance, life insurance, and excellent work/life balance. Continuum will also offer excellent in-service training and professional development opportunities with the main objective to enable and incentivize staff to work together to benefit patients and their families.

If Continuum is unable to recruit staff with our current tools and normal strategies, we are prepared to use staffing agencies, temporarily borrow staff from other agencies, use traveling staff and/or rely on recruiters to cast a search nationally and relocate nurses to the area.

New staff are provided with training and orientation and work under direct supervision during their initial period of employment. The length of direct supervision is related to their existing level of experience and the judgment of their supervisors.

As a means of employing and supporting citizens of high character, Continuum will focus on employing members of our National Guard and Reserve. In the past, our Members' agencies have been recognized by the Department of Defense and honored with a Patriotic Employer award for these efforts. The award recognizes sustained support (minimum 3 years) of the Guard and Reserve.

Volunteers will also be a critical part of the hospice team. Volunteer recruitment will commence immediately upon receipt of our State license and will include the following:

- We will post on VolunteerMatch.org and Craigslist.org for volunteers interested in making friendly visits to patients to provide companionship and socialization, as well as volunteers who are able to provide art therapy, pet therapy, massage, hair cutting and styling, designing and delivery of flower bouquets, making lap blankets, teddy bears, etc. Presentations will be made to community service organizations regarding Continuum and the volunteer program.
- Depending on the community, we have worked with local colleges and university websites that connect students to volunteer opportunities, particularly for pre-med students, nursing programs, chaplaincy programs, and social work programs.
- In the larger assisted living facilities, volunteer opportunities will be provided to the independent-living residents.

All applicants that apply will be thoroughly screened, undergo a full background check (using a vendor named SappHire Check), and will receive a personal interview. Once selected, volunteer orientation and training will occur as soon as the volunteer is able to schedule.

Upon award of the CN, Continuum will begin recruiting clinical staff. As this is the expansion of an existing agency, Continuum anticipates that it will recruit a clinical director by January 2023. Other staff will be added, as needed, proportionate to patients served. In addition, Continuum has an implementation team set up to help with training and onboarding of new staff. If available, existing Washington State staff will be used to assure a smooth transition.

Finally, Continuum notes for the record that in the October 2021 Pierce County evaluation, the CN Program concluded that Continuum demonstrated the ability and expertise to recruit and retain a sufficient supply of qualified staff.

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

Continuum’s business hours are Monday through Friday from 8:30 a.m. to 5:00 p.m. In addition, a Hospice RN will be available 24 hours a day/7 days per week. Families are able to access the hospice nurse after hours by calling the 24/7/365 triage phone line. Response time is programmed to be 30 minutes or less. This RN will have access to the patient’s record and will assist them with any concerns and help manage their symptoms and facilitate any needed additional care.

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

Continuum uses a Quality Assessment and Performance Improvement (QAPI) Committee to oversee patient/family/caregiver satisfaction and quality improvement. Continuum will use a similar process for identifying and addressing quality issues and implementing corrective action plans, as necessary. The Administrator will be the chairperson for the Committee and responsible for creating the QAPI culture, environment for change and facilitating quality assessment and performance improvement process. Committee members include:

- Administrator (serves as chairperson)
- Clinical Director
- Medical Director
- 3-5 members of the agency staff

Ad hoc teams may be appointed by the QAPI Committee to participate in quality projects. Team members will be selected depending on the Performance Improvement Project (PIP) problem or issue identified.

The QAPI Committee has the overall responsibility and authority to conduct a confidential review of information for the identification of concerns and trends for negative findings. The completion of tasks may be accomplished through designated individuals or quality project teams. Specific responsibilities include:

- Identify trends in clinical outcomes.
- Evaluation of data related to systems and services offered to patients.
- Monitor new systems and services.
- Monitor customer and patient satisfaction.

12. For existing agencies, provide a listing of ancillary and support service vendors already in place.

Continuum directly provides most of the ancillary and support services needed. But, for other services, it also offers:

- Inpatient Care
- PT/OT/ST/RT/IV therapy
- X-Ray
- Pharmacy
- Durable Medical Equipment
- Medical Supplies
- Laboratory
- Dietary/Nutritionist
- Ambulance
- Biowaste removal
- Specialty therapies

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

No existing ancillary or support agreements are expected to change as a result of this project.

14. For new agencies, provide a listing of ancillary and support services that will be established.

Continuum is not a new agency, therefore, this question is not applicable.

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

The following is a list of the types of health care facilities that Continuum has working relationships with in Snohomish County and will work with the same types of organizations in Pierce County:

- County Area Agency on Aging.
- Home Care Association of Washington and the National Association for Home Care
- DSHS, Aging and Disability Services
- Home Health and home care agencies
- Nursing Homes, Assisted Living and Adult Family Homes
- VA
- HMOs and other payers
- Washington State and County Veteran's Programs
- County Health Departments
- Area hospitals
- Preferred provider for Aegis Living

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

No existing working relationships are expected to change as a result of this project. However, Continuum does anticipate that it will expand the entities in Pierce County with which it has working relationships with.

17. For a new agency, provide a listing of healthcare facilities with which the hospice agency would establish working relationships.

Continuum is not a new agency. Therefore, this question is not applicable.

- 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.**

Neither Continuum, its managing members nor the proposed medical director has any history with respect to the items noted in Q18.

- 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](#)**

There is a need for additional providers demonstrated via WAC and, as noted in other sections of this application, Continuum already serves Pierce County under the PHE. In addition, and consistent with the previous 2021 application, Continuum has provided updated data on Pierce County disparities that continues to be both compelling and documented. While serving all, Continuum will focus on the reduction of disparities in access to and use of hospice among certain historically underserved ethnicities and races. We will do so by outreach, building trust, developing culturally appropriate services and by assuring our staff is trained and respectful of culture, values, and beliefs.

Across the board, when providing hospice care in Pierce County, Continuum has and will continue to work directly with community organizations, places of worship and gathering, trusted physicians and other health care providers to deploy specific tools and outreach mechanisms that address populations with unmet needs. Such activities are part and parcel of our program model and our mission and will be employed to improve accessibility for all special populations. Our efforts will ensure that all persons who would benefit from hospice care will have the knowledge and opportunity to choose that option if they so desire. In this way we expect to contribute toward the improvement of the broader system of care in the County and support collaboration and coordination and reduce fragmentation of services, particularly for the most underserved in our community.

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](#).

As detailed in Question 16, Continuum will work directly with the existing health and social services systems in Pierce County to ensure to ensure patients' comprehensive medical, social, and spiritual needs are met.

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.

Continuum has previously been advised by CN Program staff the quality of care analysis will use QCOR data. QCOR data is an online data system produced by the Centers for Medicare and Medicaid Services. It includes survey and certification data collected by CMS to track and oversee providers of Medicare and Medicaid services. This information includes provider information such as name, address, size, ownership, and inspection (survey) results. Under QCOR Continuum does not have any existing complaint surveys or terminations listed since at least 2017. None of the agencies operated by Continuum's managing members have any consistent pattern of condition level negative 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 question is not applicable.

Section 3
CERTIFICATE OF NEED REVIEW CRITERIA
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.**

Continuum considered the following options:

- Do nothing,
- Establish a licensed only agency,
- Establish a separate hospice agency in Pierce County only
- Undertake the project described in this application.

- 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 13 provides a comparison of the options considered.

**Table 13
Advantages and Disadvantages of Options Considered**

	No Action	Licensed Only Hospice Agency	New Hospice Agency in Pierce County	Expand Existing Medicare Certified/Medicaid Eligible Hospice Agency
Patient Access to Health Care Services	No ability to improve access, especially for the underserved described in earlier section of this application.	Won't increase access to the majority of patients needing hospice services, and particularly the underserved, because won't be accessible to Medicare and Medicaid patients.	Ability to serve the entire underserved population but requires additional regulatory steps to be operational and serving the community.	Greatest ability to immediately address current gaps, especially related to underserved populations and meeting need per methodology in WAC 246-310-290.
Capital Cost	No capital	No capital	Capital cost for Pierce County separate office location for independent agency.	No capital
Legal Restrictions	None	None	Certificate of Need required	Certificate of Need required.
Staffing Impacts	None	Requires additional staff, but fewer than a Medicare certified agency would.	Requires highest level of additional staff, but still a relatively small number.	Allows for the most efficiency, through staff sharing, joint staff training, supervision and management.
Quality of Care	No improvement	Not able to enhance access or quality to the majority of patient in need of services	Ability to provide a high quality hospice option for Pierce County residents.	Ability to provide a high quality hospice option for Pierce County residents. Utilizes existing QI/QI program.
Cost or Operation Efficiency	None	Low volumes; cannot provide the same level of service as a Medicare/ Medicaid certified agency, so will have difficulty maintaining financial viability.	Will allow for the provision of services to all patients needing services but does not allow for efficiencies/ shared operations.	Allows for the most efficient and coordinated program, through shared staffing, management administrative staff, and Medical Directorship.

Source: Applicant

- 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 does not involve any construction. Therefore, this question is not applicable.

- 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.**

Hospice care has been demonstrated to be a cost-effective service. Patients that choose to enroll in hospice largely forego curative treatment and opt for comfort care and symptom management, which are significantly lower cost options that produce better care for patients. A study published in the March 2013 *Health Affairs* found that hospice enrollment saves money for Medicare and improves care quality for Medicare beneficiaries. Researchers at the Department of Geriatrics and Palliative Medicine at the Icahn School of Medicine at Mt. Sinai looked at the most common hospice enrollment periods: 1 to 7 days, 8 to 14 days, 15 to 30 days, and 53 to 105 days. Within all enrollment periods studied, hospice patients had significantly lower rates of hospital and intensive care use, hospital readmissions, and in-hospital death when compared to the matched non-hospice patients. The study found savings to Medicare for both cancer patients and non-cancer patients. It also found that savings grow as the period of hospice enrollment lengthens. In terms of staffing, hospice fosters efficiency by allocating scarce RN and other resources to those most in need. For example, instead of a patient requiring a 1:1 ratio in the ICU, the patient is at home with nursing resources to provide comfort care.

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.

WAC 246-310-290(11)(a) provides a set of five criteria the Department uses to compare two or more competing applications where the number of meritorious applicants exceeds the projected need. In applying the superiority rule, the Department must “compare” the applications in a meaningful way as required by WAC 246-310-290(11)(a). That comparison properly incorporates a quantitative comparison of publicly available quality data, under WAC 246-310-290(11)(a)(v). Based on conversations with Department staff, we understand that comparison will be made on the basis of the most recent CMS quality data publicly available as of the beginning of review.

But the rule also requires the Department to make qualitative comparisons. Thus the Department should make a full comparison to determine: under WAC 246-310-290(11)(a)(i), which applicant offers the most “improved service” to the planning area including not only improved quality, but improved access and/or improved programming; under WAC 246-310-290(11)(a)(ii), which applicant provides services best targeted to serve specific populations that improve access to underserved communities or demographic groups, in a way that does not duplicate WAC 246-310-210(2); under WAC 246-310-290(11)(a)(iii), which applicant proposes a project with the most “minimum impact” on existing programs, in a way that does not duplicate WAC 246-310-210(1); and under WAC 246-310-290(11)(a)(iv), which applicant proposes the “greatest” breadth and depth of services beyond the minimum services required for licensed and certified hospice care. To the extent the Department requires any additional detail on Continuum’s proposal in order to complete that full comparison, we are happy to provide it in response to screening questions.

Continuum believes its application will compare favorably against any other applicant and will provide additional comments on the applicability of the WAC criteria to this application cycle after reviewing any competing applications.

Multiple Applications in One Year

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:

- 1. 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.

Neither Continuum, nor any entity with a qualifying ownership interest in Continuum, is submitting any other applications in either of this year’s concurrent review cycles.

- 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.**

This question is 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.**

This question is 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.**

This question is not applicable.

Exhibit 1
Organizational Chart

ORGANIZATIONAL CHART

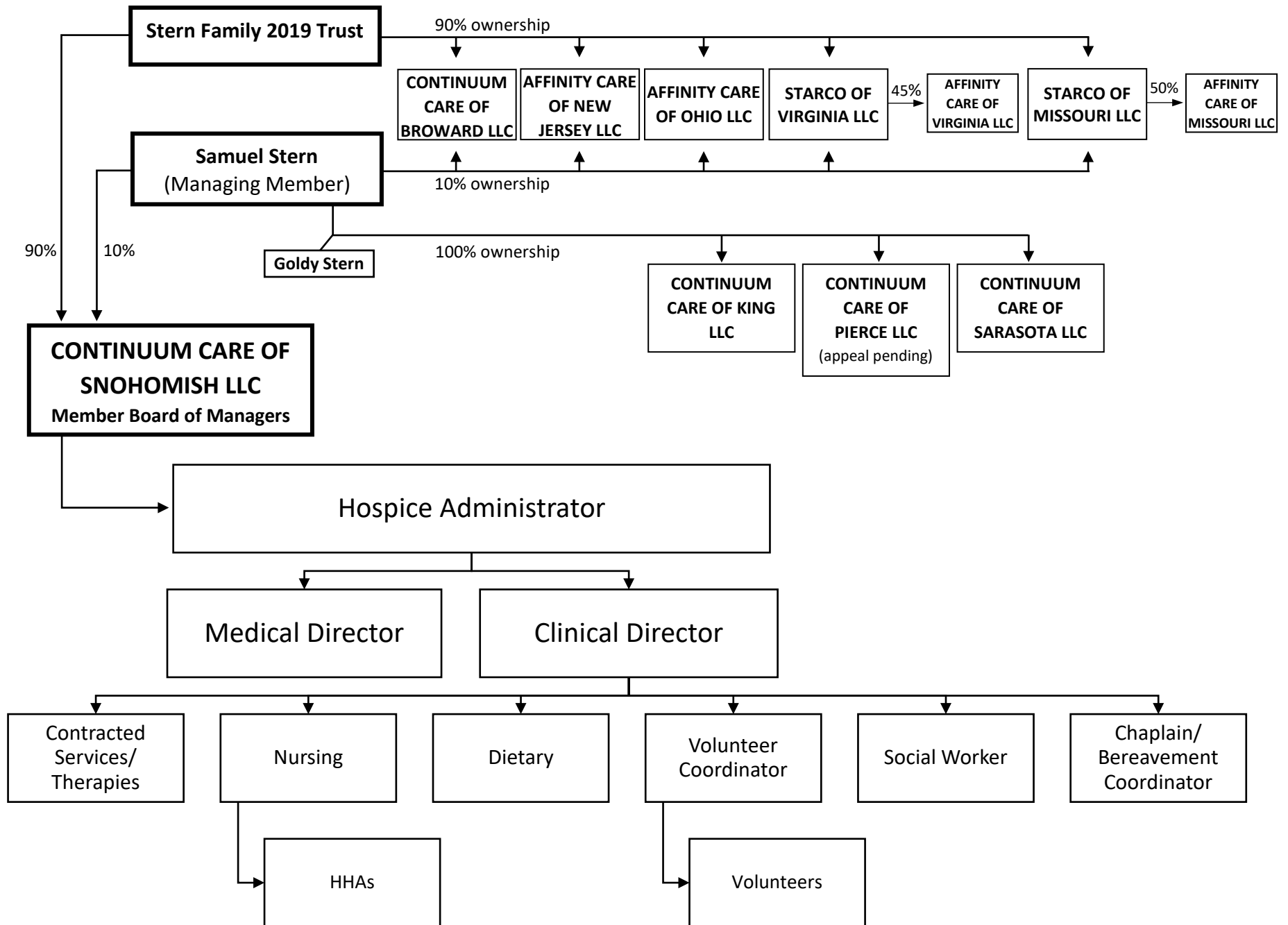


Exhibit 2
Divested Agencies

DIVESTED ENTITIES

NAME	ADDRESS	MEDICARE #	MEDICAID #	CERTIFICATION DATE	DIVESTED DATE
Continuum Care Hospice, LLC	5994 W Las Positas Blvd, Suite 221, Pleasanton, CA 94588-8509	751626	1467859900	6/29/2015	7/16/2020
Continuum Care North Bay, LLC	5401 Old Redwood Highway, Suite 110 Petaluma, CA 94954-7128	921776	1649780685	7/16/2018	7/16/2020
Continuum Care of Rhode Island, LLC	1350 Division Rd., Ste 205, West Warwick, RI 02893-7554	411512	710000697	12/14/2017	7/16/2020; change of ownership and control completed 6/21/2021
Continuum Care of Mass, LLC	500 West Cummings Park, Suite 6300, Woburn, MA 01801-6541	221609	110158342A	8/16/2019	7/16/2020
Continuum Care of New Hampshire, LLC	7 Wall Street, Ste 201, Windham, NH 03087-1663	301537	3122686	11/19/2019	7/16/2020

Exhibit 3
Letter of Intent



VIA EMAIL

December 29, 2021

Eric Hernandez, Program Manager
Certificate of Need Program
Department of Health
111 Israel Road Southeast
Tumwater, WA 98501

RECEIVED

By CERTIFICATE OF NEED PROGRAM at 10:49 am, Dec 30, 2021

LOI21-12ConHP

Dear Mr. Hernandez:

Continuum Care of Snohomish LLC here within submits a letter of intent (LOI) proposing to expand our existing Medicare and Medicaid certified hospice agency into Pierce County. Under WAC, this is treated as a new agency, requiring prior CN approval. In conformance with the requirements of WAC 246-310-080, the following information is provided:

1. A Description of the Extent of Services Proposed:

Continuum Care of Snohomish LLC is an existing licensed and Medicare/Medicaid certified hospice agency. This LOI is being filed to begin serving Pierce County.

2. Estimated Cost of the Proposed Project:

The capital expenditure is \$0.

3. Description of the Service Area:

The primary service area for the hospice agency expansion sought under this LOI is Pierce County.

Please do not hesitate to contact me if you have any questions or require additional information.

Sincerely,

Samuel Stern,
Managing Member and Chief Executive Officer

Exhibit 4
Department of Health Hospice Methodology

Department of Health
2021-2022 Hospice Numeric Need Methodology
Posted November 10, 2021



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
2018	4,114
2019	3,699
2020	3,679
average: 3,831	

Deaths ages 0-64	
Year	Deaths
2018	14,055
2019	14,047
2020	16,663
average: 14,922	

Use Rates	
0-64	25.67%
65+	60.15%

Hospice admissions ages 65+	
Year	Admissions
2018	26,207
2019	26,017
2020	27,956
average: 26,727	

Deaths ages 65+	
Year	Deaths
2018	42,773
2019	44,159
2020	46,367
average: 44,433	

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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	2018	2019	2020	2018-2020 Average Deaths
Adams	28	35	20	28
Asotin	52	54	56	54
Benton	331	346	555	411
Chelan	130	137	224	164
Clallam	191	186	195	191
Clark	874	887	1,043	935
Columbia	6	7	7	7
Cowlitz	300	294	314	303
Douglas	51	63	42	52
Ferry	28	20	19	22
Franklin	145	123	100	123
Garfield	5	5	5	5
Grant	195	197	186	193
Grays Harbor	227	251	209	229
Island	135	167	110	137
Jefferson	64	72	68	68
King	3,264	3,275	4,456	3,665
Kitsap	515	557	454	509
Kittitas	68	90	78	79
Klickitat	58	46	42	49
Lewis	227	210	205	214
Lincoln	25	25	15	22
Mason	158	167	143	156
Okanogan	103	119	88	103
Pacific	64	66	55	62
Pend Oreille	43	31	41	38
Pierce	1,964	1,911	2,364	2,080
San Juan	19	20	18	19
Skagit	231	229	269	243
Skamania	27	19	26	24
Snohomish	1,533	1,533	1,587	1,551
Spokane	1,177	1,143	1,634	1,318
Stevens	113	112	86	104
Thurston	554	525	628	569
Wahkiakum	13	11	10	11
Walla Walla	110	118	150	126
Whatcom	360	394	457	404
Whitman	66	47	51	55
Yakima	601	555	653	603

65+				
County	2018	2019	2020	2018-2020 Average Deaths
Adams	72	93	59	75
Asotin	214	222	186	207
Benton	1,125	1,154	1,522	1,267
Chelan	573	626	785	661
Clallam	871	955	777	868
Clark	2,767	2,987	3,205	2,986
Columbia	43	52	43	46
Cowlitz	840	951	968	920
Douglas	255	270	160	228
Ferry	55	64	58	59
Franklin	278	313	263	285
Garfield	30	21	11	21
Grant	524	508	455	496
Grays Harbor	647	659	558	621
Island	675	642	505	607
Jefferson	336	338	273	316
King	9,917	10,213	11,186	10,439
Kitsap	1,713	1,811	1,714	1,746
Kittitas	239	266	241	249
Klickitat	158	160	113	144
Lewis	730	722	653	702
Lincoln	94	89	75	86
Mason	526	548	408	494
Okanogan	332	358	277	322
Pacific	279	265	177	240
Pend Oreille	130	125	101	119
Pierce	4,926	5,002	5,608	5,179
San Juan	114	127	94	112
Skagit	1,001	1,018	1,068	1,029
Skamania	56	87	47	63
Snohomish	4,055	4,081	4,278	4,138
Spokane	3,556	3,545	4,322	3,808
Stevens	373	345	248	322
Thurston	1,823	1,908	2,007	1,913
Wahkiakum	33	53	18	35
Walla Walla	445	450	522	472
Whatcom	1,252	1,461	1,481	1,398
Whitman	199	219	226	215
Yakima	1,517	1,451	1,675	1,548

Department of Health
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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	2018-2020 Average Deaths	Projected Patients: 25.67% of Deaths
Adams	28	7
Asotin	54	14
Benton	411	105
Chelan	164	42
Clallam	191	49
Clark	935	240
Columbia	7	2
Cowlitz	303	78
Douglas	52	13
Ferry	22	6
Franklin	123	31
Garfield	5	1
Grant	193	49
Grays Harbor	229	59
Island	137	35
Jefferson	68	17
King	3,665	941
Kitsap	509	131
Kittitas	79	20
Klickitat	49	12
Lewis	214	55
Lincoln	22	6
Mason	156	40
Okanogan	103	27
Pacific	62	16
Pend Oreille	38	10
Pierce	2,080	534
San Juan	19	5
Skagit	243	62
Skamania	24	6
Snohomish	1,551	398
Spokane	1,318	338
Stevens	104	27
Thurston	569	146
Wahkiakum	11	3
Walla Walla	126	32
Whatcom	404	104
Whitman	55	14
Yakima	603	155

65+		
County	2018-2020 Average Deaths	Projected Patients: 60.15% of Deaths
Adams	75	45
Asotin	207	125
Benton	1,267	762
Chelan	661	398
Clallam	868	522
Clark	2,986	1,796
Columbia	46	28
Cowlitz	920	553
Douglas	228	137
Ferry	59	35
Franklin	285	171
Garfield	21	12
Grant	496	298
Grays Harbor	621	374
Island	607	365
Jefferson	316	190
King	10,439	6,279
Kitsap	1,746	1,050
Kittitas	249	150
Klickitat	144	86
Lewis	702	422
Lincoln	86	52
Mason	494	297
Okanogan	322	194
Pacific	240	145
Pend Oreille	119	71
Pierce	5,179	3,115
San Juan	112	67
Skagit	1,029	619
Skamania	63	38
Snohomish	4,138	2,489
Spokane	3,808	2,290
Stevens	322	194
Thurston	1,913	1,150
Wahkiakum	35	21
Walla Walla	472	284
Whatcom	1,398	841
Whitman	215	129
Yakima	1,548	931

Department of Health
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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

0-64								
County	Projected Patients	2018-2020 Average Population	2021 projected population	2022 projected population	2023 projected population	2021 potential volume	2022 potential volume	2023 potential volume
Adams	7	18,160	18,456	18,622	18,787	7	7	7
Asotin	14	16,715	16,596	16,540	16,485	14	14	14
Benton	105	167,984	171,026	172,638	174,249	107	108	109
Chelan	42	62,227	62,512	62,562	62,611	42	42	42
Clallam	49	52,494	52,233	52,027	51,821	49	49	48
Clark	240	411,278	421,901	426,529	431,158	246	249	252
Columbia	2	2,822	2,745	2,710	2,675	2	2	2
Cowlitz	78	85,817	85,843	85,769	85,695	78	78	78
Douglas	13	35,130	35,803	36,080	36,356	14	14	14
Ferry	6	5,628	5,541	5,506	5,470	6	6	6
Franklin	31	88,012	92,443	94,784	97,124	33	34	35
Garfield	1	1,581	1,541	1,522	1,502	1	1	1
Grant	49	86,033	88,240	89,322	90,403	51	51	52
Grays Harbor	59	57,387	56,679	56,401	56,122	58	58	57
Island	35	63,114	63,280	63,296	63,312	35	35	35
Jefferson	17	20,705	20,636	20,550	20,463	17	17	17
King	941	1,885,115	1,918,470	1,930,192	1,941,913	958	963	969
Kitsap	131	218,538	220,614	221,192	221,771	132	132	133
Kittitas	20	38,453	39,286	39,556	39,827	21	21	21
Klickitat	12	15,702	15,439	15,304	15,168	12	12	12
Lewis	55	62,700	63,164	63,327	63,491	55	55	56
Lincoln	6	7,864	7,751	7,698	7,644	5	5	5
Mason	40	50,632	51,397	51,672	51,946	41	41	41
Okanogan	27	32,364	32,087	31,991	31,896	26	26	26
Pacific	16	14,545	14,322	14,242	14,161	16	16	15
Pend Oreille	10	9,859	9,769	9,727	9,684	10	10	10
Pierce	534	756,339	769,918	774,696	779,475	543	547	550
San Juan	5	10,863	10,730	10,707	10,684	5	5	5
Skagit	62	100,807	101,887	102,236	102,586	63	63	63
Skamania	6	9,248	9,223	9,205	9,186	6	6	6
Snohomish	398	705,787	721,527	726,273	731,019	407	410	412
Spokane	338	423,256	426,740	428,033	429,326	341	342	343
Stevens	27	34,109	33,917	33,841	33,766	26	26	26
Thurston	146	238,190	243,867	246,235	248,602	150	151	152
Wahkiakum	3	2,498	2,405	2,368	2,332	3	3	3
Walla Walla	32	50,763	51,028	51,075	51,121	33	33	33
Whatcom	104	185,418	189,267	190,722	192,178	106	107	107
Whitman	14	43,222	43,315	43,322	43,330	14	14	14
Yakima	155	222,774	225,822	227,147	228,473	157	158	159

Sources:
 Self-Report Provider Utilization Surveys for Years 2018-2020
 Vital Statistics Death Data for Years 2018-2020
 Prepared by DOH Program Staff

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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	2018-2020 Average Population	2021 projected population	2022 projected population	2023 projected population	2021 potential volume	2022 potential volume	2023 potential volume
Adams	45	2,227	2,383	2,424	2,466	48	49	50
Asotin	125	5,812	6,175	6,344	6,514	132	136	140
Benton	762	30,986	33,373	34,597	35,820	821	851	881
Chelan	398	15,876	17,052	17,695	18,339	427	443	460
Ciallam	522	21,800	22,901	23,535	24,168	548	563	579
Clark	1,796	78,605	85,686	89,247	92,807	1,958	2,039	2,121
Columbia	28	1,236	1,287	1,304	1,322	29	29	30
Cowlitz	553	22,148	23,719	24,470	25,220	592	611	630
Douglas	137	7,976	8,666	8,974	9,283	149	155	160
Ferry	35	2,168	2,289	2,337	2,386	37	38	39
Franklin	171	9,188	10,083	10,557	11,030	188	197	206
Garfield	12	645	669	680	692	13	13	13
Grant	298	14,861	16,071	16,665	17,258	322	334	346
Grays Harbor	374	16,123	17,133	17,612	18,092	397	408	419
Island	365	20,239	21,412	22,047	22,682	386	398	409
Jefferson	190	11,588	12,323	12,722	13,121	202	208	215
King	6,279	310,572	337,771	350,881	363,992	6,829	7,094	7,359
Kitsap	1,050	53,833	58,185	60,492	62,800	1,135	1,180	1,225
Kittitas	150	7,647	8,266	8,589	8,911	162	168	174
Klickitat	86	5,829	6,268	6,448	6,627	93	96	98
Lewis	422	16,808	17,697	18,175	18,652	444	456	468
Lincoln	52	2,891	3,039	3,119	3,200	54	56	57
Mason	297	15,905	17,167	17,836	18,504	321	333	346
Okanogan	194	10,475	11,210	11,519	11,827	207	213	219
Pacific	145	6,747	7,035	7,159	7,284	151	153	156
Pend Oreille	71	3,925	4,239	4,371	4,504	77	80	82
Pierce	3,115	130,688	142,422	148,729	155,037	3,395	3,545	3,695
San Juan	67	5,768	6,174	6,357	6,541	72	74	76
Skagit	619	27,881	30,314	31,460	32,607	673	698	724
Skamania	38	2,670	2,923	3,048	3,172	42	43	45
Snohomish	2,489	119,333	131,978	138,737	145,495	2,753	2,894	3,035
Spokane	2,290	87,852	94,670	97,979	101,288	2,468	2,554	2,641
Stevens	194	11,360	12,214	12,591	12,969	208	215	221
Thurston	1,150	50,757	54,900	56,967	59,035	1,244	1,291	1,338
Wahkiakum	21	1,503	1,580	1,595	1,611	22	22	22
Walla Walla	284	11,006	11,350	11,632	11,915	293	300	308
Whatcom	841	40,902	44,217	45,794	47,372	909	941	974
Whitman	129	5,526	6,008	6,201	6,395	140	145	149
Yakima	931	37,530	39,475	40,559	41,643	979	1,006	1,033

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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	2021 potential volume	2022 potential volume	2023 potential volume	Current Supply of Hospice Providers	2021 Unmet Need Admissions*	2022 Unmet Need Admissions*	2023 Unmet Need Admissions*
Adams	55	56	57	51.33	4	5	6
Asotin	146	150	153	105.00	41	45	48
Benton	928	959	990	1,016.67	(88)	(57)	(26)
Chelan	469	486	502	428.67	41	57	73
Clallam	597	612	627	392.80	204	219	234
Clark	2,204	2,288	2,372	2,584.47	(380)	(296)	(212)
Columbia	30	31	31	35.00	(5)	(4)	(4)
Cowlitz	670	689	708	788.00	(118)	(99)	(80)
Douglas	163	168	174	160.67	2	8	13
Ferry	43	44	45	32.00	11	12	13
Franklin	221	231	240	201.67	19	29	39
Garfield	14	14	15	6.00	8	8	9
Grant	373	386	398	292.33	81	93	106
Grays Harbor	455	466	477	295.57	160	170	181
Island	422	433	445	399.67	22	34	45
Jefferson	219	226	232	198.00	21	28	34
King	7,786	8,057	8,328	7,830.73	(44)	226	497
Kitsap	1,267	1,312	1,358	1,223.57	43	89	134
Kittitas	182	189	195	168.00	14	21	27
Klickitat	105	108	110	217.80	(113)	(110)	(107)
Lewis	500	512	524	445.33	54	67	79
Lincoln	60	61	63	29.00	31	32	34
Mason	361	374	387	304.57	57	70	82
Okanogan	234	239	245	188.33	45	51	57
Pacific	166	169	171	93.00	73	76	78
Pend Oreille	87	89	92	65.33	22	24	26
Pierce	3,938	4,092	4,246	3,596.23	342	496	649
San Juan	77	79	81	87.00	(10)	(8)	(6)
Skagit	736	762	787	729.00	7	33	58
Skamania	48	50	51	32.00	16	18	19
Snohomish	3,160	3,303	3,447	3,508.33	(349)	(205)	(61)
Spokane	2,809	2,897	2,984	2,720.50	89	176	263
Stevens	235	241	247	148.67	86	92	99
Thurston	1,394	1,442	1,491	1,565.30	(171)	(123)	(75)
Wahkiakum	25	25	25	9.33	15	16	16
Walla Walla	326	333	340	272.33	53	60	68
Whatcom	1,015	1,048	1,081	1,094.57	(80)	(46)	(13)
Whitman	154	159	163	158.17	(4)	1	5
Yakima	1,136	1,164	1,192	1,261.00	(125)	(97)	(69)

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

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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.

County	2021 Unmet Need Admissions*	2022 Unmet Need Admissions*	2023 Unmet Need Admissions*	Step 6 (Admits * ALOS) = Unmet Patient Days			
				Statewide ALOS	2021 Unmet Need Patient Days*	2022 Unmet Need Patient Days*	2023 Unmet Need Patient Days*
Adams	4	5	6	62.12	244	300	356
Asotin	41	45	48	62.12	2,563	2,786	3,009
Benton	(88)	(57)	(26)	62.12	(5,497)	(3,565)	(1,633)
Chelan	41	57	73	62.12	2,535	3,539	4,542
Clallam	204	219	234	62.12	12,682	13,613	14,543
Clark	(380)	(296)	(212)	62.12	(23,619)	(18,396)	(13,174)
Columbia	(5)	(4)	(4)	62.12	(281)	(258)	(235)
Cowlitz	(118)	(99)	(80)	62.12	(7,320)	(6,160)	(5,000)
Douglas	2	8	13	62.12	134	470	807
Ferry	11	12	13	62.12	691	737	784
Franklin	19	29	39	62.12	1,201	1,801	2,401
Garfield	8	8	9	62.12	506	518	531
Grant	81	93	106	62.12	5,021	5,799	6,578
Grays Harbor	160	170	181	62.12	9,916	10,589	11,261
Island	22	34	45	62.12	1,377	2,090	2,802
Jefferson	21	28	34	62.12	1,324	1,726	2,127
King	(44)	226	497	62.12	(2,759)	14,070	30,899
Kitsap	43	89	134	62.12	2,696	5,513	8,331
Kittitas	14	21	27	62.12	889	1,290	1,691
Klickitat	(113)	(110)	(107)	62.12	(6,994)	(6,835)	(6,676)
Lewis	54	67	79	62.12	3,378	4,132	4,886
Lincoln	31	32	34	62.12	1,917	2,004	2,091
Mason	57	70	82	62.12	3,529	4,319	5,108
Okanogan	45	51	57	62.12	2,823	3,173	3,523
Pacific	73	76	78	62.12	4,554	4,714	4,875
Pend Oreille	22	24	26	62.12	1,337	1,483	1,630
Pierce	342	496	649	62.12	21,240	30,788	40,337
San Juan	(10)	(8)	(6)	62.12	(639)	(507)	(375)
Skagit	7	33	58	62.12	435	2,029	3,623
Skamania	16	18	19	62.12	984	1,094	1,204
Snohomish	(349)	(205)	(61)	62.12	(21,649)	(12,726)	(3,802)
Spokane	89	176	263	62.12	5,511	10,934	16,357
Stevens	86	92	99	62.12	5,345	5,741	6,136
Thurston	(171)	(123)	(75)	62.12	(10,646)	(7,645)	(4,643)
Wahkiakum	15	16	16	62.12	956	967	977
Walla Walla	53	60	68	62.12	3,304	3,758	4,213
Whatcom	(80)	(46)	(13)	62.12	(4,953)	(2,888)	(823)
Whitman	(4)	1	5	62.12	(231)	50	330
Yakima	(125)	(97)	(69)	62.12	(7,760)	(6,032)	(4,305)

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

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WAC246-310-290(8)(g) Step 7:

Divide the unmet patient days from Step 6 by 365 to determine the unmet need ADC.

County				Step 7 (Patient Days / 365) = Unmet ADC		
	2021 Unmet Need Patient Days*	2022 Unmet Need Patient Days*	2023 Unmet Need Patient Days*	2021 Unmet Need ADC*	2022 Unmet Need ADC*	2023 Unmet Need ADC*
Adams	244	300	356	1	1	1
Asotin	2,563	2,786	3,009	7	8	8
Benton	(5,497)	(3,565)	(1,633)	(15)	(10)	(4)
Chelan	2,535	3,539	4,542	7	10	12
Clallam	12,682	13,613	14,543	35	37	40
Clark	(23,619)	(18,396)	(13,174)	(65)	(50)	(36)
Columbia	(281)	(258)	(235)	(1)	(1)	(1)
Cowlitz	(7,320)	(6,160)	(5,000)	(20)	(17)	(14)
Douglas	134	470	807	0	1	2
Ferry	691	737	784	2	2	2
Franklin	1,201	1,801	2,401	3	5	7
Garfield	506	518	531	1	1	1
Grant	5,021	5,799	6,578	14	16	18
Grays Harbor	9,916	10,589	11,261	27	29	31
Island	1,377	2,090	2,802	4	6	8
Jefferson	1,324	1,726	2,127	4	5	6
King	(2,759)	14,070	30,899	(8)	39	85
Kitsap	2,696	5,513	8,331	7	15	23
Kittitas	889	1,290	1,691	2	4	5
Klickitat	(6,994)	(6,835)	(6,676)	(19)	(19)	(18)
Lewis	3,378	4,132	4,886	9	11	13
Lincoln	1,917	2,004	2,091	5	5	6
Mason	3,529	4,319	5,108	10	12	14
Okanogan	2,823	3,173	3,523	8	9	10
Pacific	4,554	4,714	4,875	12	13	13
Pend Oreille	1,337	1,483	1,630	4	4	4
Pierce	21,240	30,788	40,337	58	84	111
San Juan	(639)	(507)	(375)	(2)	(1)	(1)
Skagit	435	2,029	3,623	1	6	10
Skamania	984	1,094	1,204	3	3	3
Snohomish	(21,649)	(12,726)	(3,802)	(59)	(35)	(10)
Spokane	5,511	10,934	16,357	15	30	45
Stevens	5,345	5,741	6,136	15	16	17
Thurston	(10,646)	(7,645)	(4,643)	(29)	(21)	(13)
Wahkiakum	956	967	977	3	3	3
Walla Walla	3,304	3,758	4,213	9	10	12
Whatcom	(4,953)	(2,888)	(823)	(14)	(8)	(2)
Whitman	(231)	50	330	(1)	0	1
Yakima	(7,760)	(6,032)	(4,305)	(21)	(17)	(12)

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

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 8 - Numeric Need		
Step 7 (Patient Days / 365) = Unmet ADC			Step 8 - Numeric Need		
County	2021 Unmet Need ADC*	2022 Unmet Need ADC*	2023 Unmet Need ADC*	Numeric Need?	Number of New Agencies Needed?***
Adams	1	1	1	FALSE	FALSE
Asotin	7	8	8	FALSE	FALSE
Benton	(15)	(10)	(4)	FALSE	FALSE
Chelan	7	10	12	FALSE	FALSE
Clallam	35	37	40	TRUE	1
Clark	(65)	(50)	(36)	FALSE	FALSE
Columbia	(1)	(1)	(1)	FALSE	FALSE
Cowlitz	(20)	(17)	(14)	FALSE	FALSE
Douglas	0	1	2	FALSE	FALSE
Ferry	2	2	2	FALSE	FALSE
Franklin	3	5	7	FALSE	FALSE
Garfield	1	1	1	FALSE	FALSE
Grant	14	16	18	FALSE	FALSE
Grays Harbor	27	29	31	FALSE	FALSE
Island	4	6	8	FALSE	FALSE
Jefferson	4	5	6	FALSE	FALSE
King	(8)	39	85	TRUE	2
Kitsap	7	15	23	FALSE	FALSE
Kittitas	2	4	5	FALSE	FALSE
Klickitat	(19)	(19)	(18)	FALSE	FALSE
Lewis	9	11	13	FALSE	FALSE
Lincoln	5	5	6	FALSE	FALSE
Mason	10	12	14	FALSE	FALSE
Okanogan	8	9	10	FALSE	FALSE
Pacific	12	13	13	FALSE	FALSE
Pend Oreille	4	4	4	FALSE	FALSE
Pierce	58	84	111	TRUE	3
San Juan	(2)	(1)	(1)	FALSE	FALSE
Skagit	1	6	10	FALSE	FALSE
Skamania	3	3	3	FALSE	FALSE
Snohomish	(59)	(35)	(10)	FALSE	FALSE
Spokane	15	30	45	TRUE	1
Stevens	15	16	17	FALSE	FALSE
Thurston	(29)	(21)	(13)	FALSE	FALSE
Wahkiakum	3	3	3	FALSE	FALSE
Walla Walla	9	10	12	FALSE	FALSE
Whatcom	(14)	(8)	(2)	FALSE	FALSE
Whitman	(1)	0	1	FALSE	FALSE
Yakima	(21)	(17)	(12)	FALSE	FALSE

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

**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.

Department of Health
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Admissions - Summarized



0-64 Total Admissions by County

Sum of 0-64	Column Labels		
Row Labels	2018	2019	2020
Adams	6	8	4
Asotin	6	9	24
Benton	118	103	132
Chelan	34	28	32
Clallam	16	23	24
Clark	336	287	297
Columbia	1	3	3
Cowlitz	107	121	94
Douglas	10	19	17
Ferry	6	5	3
Franklin	30	26	34
Garfield	1	1	3
Grant	41	45	40
Grays Harbor	35	41	27
Island	38	43	54
Jefferson	21	26	17
King	1009	765	889
Kitsap	180	173	96
Kittitas	15	16	12
Klickitat	10	12	12
Lewis	56	50	47
Lincoln	7	3	5
Mason	14	34	43
Okanogan	21	27	31
Pacific	13	15	12
Pend Oreille	8	4	17
Pierce	543	556	425
San Juan	6	6	8
Skagit	48	77	70
Skamania	2	1	3
Snohomish	422	342	361
Spokane	400	329	362
Stevens	30	20	21
Thurston	114	115	129
Wahkiakum	2	0	3
Walla Walla	24	41	41
Whatcom	117	138	80
Whitman	19	12	12
Yakima	248	175	195

65+ Total Admissions by County

Sum of 65+	Column Labels		
Row Labels	2018	2019	2020
Adams	34	54	48
Asotin	121	71	84
Benton	887	837	973
Chelan	386	385	421
Clallam	187	234	283
Clark	2124	2060	2238
Columbia	23	25	50
Cowlitz	600	735	707
Douglas	136	130	170
Ferry	29	25	28
Franklin	155	166	194
Garfield	2	4	7
Grant	261	236	254
Grays Harbor	180	212	186
Island	348	341	375
Jefferson	155	181	194
King	6359	6315	7131
Kitsap	1021	1074	921
Kittitas	135	169	157
Klickitat	81	90	87
Lewis	420	362	401
Lincoln	29	22	21
Mason	161	193	263
Okanogan	148	171	167
Pacific	72	98	69
Pend Oreille	53	65	49
Pierce	3175	3170	2714
San Juan	79	73	89
Skagit	680	705	607
Skamania	20	33	37
Snohomish	2636	2214	2636
Spokane	2247.5	2175	2648
Stevens	121	126	128
Thurston	936	947	1070
Wahkiakum	5	7	11
Walla Walla	227	242	242
Whatcom	770	995	978
Whitman	226.5	77	128
Yakima	977	998	1190

Total Admissions by County - Not Adjusted for New

County	2018	2019	2020	Average
Adams	40	62	52	51.33
Asotin	127	80	108	105.00
Benton	1005	940	1105	1016.67
Chelan	420	413	453	428.67
Clallam	203	257	307	255.67
Clark	2460	2347	2535	2447.33
Columbia	24	28	53	35.00
Cowlitz	707	856	801	788.00
Douglas	146	149	187	160.67
Ferry	35	30	31	32.00
Franklin	185	192	228	201.67
Garfield	3	5	10	6.00
Grant	302	281	294	292.33
Grays Harb	215	253	213	227.00
Island	386	384	429	399.67
Jefferson	176	207	211	198.00
King	7368	7080	8020	7489.33
Kitsap	1201	1247	1017	1155.00
Kittitas	150	185	169	168.00
Klickitat	91	102	99	97.33
Lewis	476	412	448	445.33
Lincoln	36	25	26	29.00
Mason	175	227	306	236.00
Okanogan	169	198	198	188.33
Pacific	85	113	81	93.00
Pend Oreill	61	69	66	65.33
Pierce	3718	3726	3139	3527.67
San Juan	85	79	97	87.00
Skagit	728	782	677	729.00
Skamania	22	34	40	32.00
Snohomish	3058	2556	2997	2870.33
Spokane	2647.5	2504	3010	2720.50
Stevens	151	146	149	148.67
Thurston	1050	1062	1199	1103.67
Wahkiakun	7	7	14	9.33
Walla Wall	251	283	283	272.33
Whatcom	887	1133	1058	1026.00
Whitman	245.5	89	140	158.17
Yakima	1225	1173	1385	1261.00

Total Admissions by County - Adjusted for New

Adjusted Cells Highlighted in YELLOW

County	2018	2019	2020	Average
Adams	40	62	52	51.33
Asotin	127	80	108	105.00
Benton	1005	940	1105	1016.67
Chelan	420	413	453	428.67
Clallam	203	462.7	512.7	392.80
Clark	2460	2552.7	2740.7	2584.47
Columbia	24	28	53	35.00
Cowlitz	707	856	801	788.00
Douglas	146	149	187	160.67
Ferry	35	30	31	32.00
Franklin	185	192	228	201.67
Garfield	3	5	10	6.00
Grant	302	281	294	292.33
Grays Harb	215	253	418.7	295.57
Island	386	384	429	399.67
Jefferson	176	207	211	198.00
King	7368	7400.4	8723.8	7830.73
Kitsap	1201	1247	1222.7	1223.57
Kittitas	150	185	169	168.00
Klickitat	272.7	281.7	99	217.80
Lewis	476	412	448	445.33
Lincoln	36	25	26	29.00
Mason	175	227	511.7	304.57
Okanogan	169	198	198	188.33
Pacific	85	113	81	93.00
Pend Oreill	61	69	66	65.33
Pierce	3718	3726	3344.7	3596.23
San Juan	85	79	97	87.00
Skagit	728	782	677	729.00
Skamania	22	34	40	32.00
Snohomish	3058	3378.8	4088.2	3508.33
Spokane	2647.5	2504	3010	2720.50
Stevens	151	146	149	148.67
Thurston	1255.7	1449.4	1990.8	1565.30
Wahkiakun	7	7	14	9.33
Walla Wall	251	283	283	272.33
Whatcom	887	1133	1263.7	1094.57
Whitman	245.5	89	140	158.17
Yakima	1225	1173	1385	1261.00

35 ADC * 365 days per year = 12,775 default patient days
 12,775 patient days/62.12 ALOS = 205.7 default admissions
 205.7 Default

For affected counties, the actual volumes from these recently approved agencies will be subtracted, and default values will be added.

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Admissions - Summarized



Recent approvals showing default volumes:

Olympic Medical Center - Clallam County. Approved in September 2019. Default volumes for 2019-2020
Providence Hospice - Clark County. Approved in 2019. Default volumes in 2019-2020
The Pennant Group - Grays Harbor County. Approved August 2021. No adjustment possible for 2021, adjustment in 2020 as proxy.
Wesley Homes Hospice - King County. Approved in 2015, operational since 2017. 2018 volumes exceed "default" - no adjustment for 2018. Adjustments in 2019.
Envision Hospice - King County. Approved in 2019. Default volumes for 2019-2020
Continuum Care of King - King County. CN issued March 2020. Default volumes for 2020
EmpRes Healthcare Group - King County. Approved in 2021. No adjustment possible for 2021, adjustment in 2020 as proxy.
Seasons Hospice - King County. Approved in 2021. No adjustment possible for 2021, adjustment in 2020 as proxy.
Envision Hospice - Kitsap County. Approved in 2020. Default volumes for 2020
Heart of Hospice - Klickitat County. Approved in August 2017. Operational since August 2017. Default volumes in 2018-2019.
The Pennant Group - Mason County. Approved September 2021. No adjustment possible for 2021, adjustment in 2020 as proxy.
Providence Health & Services - Pierce County. Approved in 2021. No adjustment possible for 2021, adjustment in 2020 as proxy.
Continuum Care of Snohomish - Snohomish County. Approved in July 2019. Default volumes in 2019-2020
Heart of Hospice - Snohomish County. Approved in November 2019. Default volumes for 2019-2020
Envision Hospice - Snohomish County. Approved in November 2019. Default volumes for 2019-2020
Glacier Peak Healthcare - Snohomish County. Approved in November 2019. Default volumes for 2019-2020
EmpRes Healthcare Group - Snohomish County. Approved in 2021. No adjustment possible for 2021, adjustment in 2020 as proxy.
Seasons Hospice - Snohomish County. Approved in 2021. No adjustment possible for 2021, adjustment in 2020 as proxy.
Envision Hospice - Thurston County. Approved in September 2018. Default volumes in 2018-2020.
Symbol Healthcare - Thurston County. Approved in November 2019. Default volumes for 2019-2020
Bristol Hospice - Thurston County. Approved March 2021. No adjustment possible for 2021, adjustment in 2020 as proxy.
MultiCare Health - Thurston County. Approved in 2021. No adjustment possible for 2021, adjustment in 2020 as proxy.
EmpRes Healthcare Group - Whatcom County. Approved in 2020. Default volumes for 2020

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 Survey Responses



Note: Kindred Hospice in Whitman and Spokane Counties did not respond to the department's survey for 2018 data. As a result, the average of 2016 and 2017 data was used as a proxy for 2018.

Agency Name	License Number	County	Year	0-64	65+
Assured Home Health and Hospice (Central Basin/Assured Hospice)	IHS.FS.60092413	Grant	2018	40	254
Assured Home Health and Hospice (Central Basin/Assured Hospice)	IHS.FS.60092413	Lincoln	2018	6	28
Assured Home Health and Hospice (Central Basin/Assured Hospice)	IHS.FS.60092413	Adams	2018	6	34
Assured Home Health, Hospice & Home Care	IHS.FS.00000229	Jefferson	2018	1	11
Assured Home Health, Hospice & Home Care	IHS.FS.00000229	Mason	2018	4	44
Assured Home Health, Hospice & Home Care	IHS.FS.00000229	Clallam	2018	16	186
Assured Home Health, Hospice & Home Care	IHS.FS.00000229	Thurston	2018	24	273
Assured Home Health, Hospice & Home Care	IHS.FS.00000229	Lewis	2018	35	280
Astria Home Health and Hospice (Yakima Regional Home Health and Hospice)	IHS.FS.60097245	Yakima	2018	41	8
Central Washington Hospital Home Care Services	IHS.FS.00000250	Douglas	2018	10	133
Central Washington Hospital Home Care Services	IHS.FS.00000250	Chelan	2018	34	386
Community Home Health and Hospice CHHH Community Home Care Hospice	IHS.FS.00000262	Wahkiakum	2018	2	5
Community Home Health and Hospice CHHH Community Home Care Hospice	IHS.FS.00000262	Clark	2018	54	383
Community Home Health and Hospice CHHH Community Home Care Hospice	IHS.FS.00000262	Cowlitz	2018	87	524
Elite Home Health and Hospice	IHS.FS.60384078	Garfield	2018	1	2
Elite Home Health and Hospice	IHS.FS.60384078	Asotin	2018	6	121
Evergreen Health Home Care Services	IHS.FS.00000278	Island	2018	1	9
Evergreen Health Home Care Services	IHS.FS.00000278	Snohomish	2018	79	690
Evergreen Health Home Care Services	IHS.FS.00000278	King	2018	348	1989
Franciscan Hospice	IHS.FS.00000287	Kitsap	2018	141	693
Franciscan Hospice	IHS.FS.00000287	King	2018	102	921
Franciscan Hospice	IHS.FS.00000287	Pierce	2018	331	2110
Frontier Home Health and Hospice (Okanogan Regional)	IHS.FS.60379608	Douglas	2018	0	3
Frontier Home Health and Hospice (Okanogan Regional)	IHS.FS.60379608	Grant	2018	1	7
Frontier Home Health and Hospice (Okanogan Regional)	IHS.FS.60379608	Okanogan	2018	21	148
Gentiva Hospice (Odyssey Hospice)	IHS.FS.60330209	King	2018	37	180
Harbors Home Health and Hospice	IHS.FS.00000306	Pacific	2018	13	71
Harbors Home Health and Hospice	IHS.FS.00000306	Grays Harbor	2018	35	180
Heart of Hospice	IHS.FS.00000185	Skamania	2018	none repo	10
Heart of Hospice	IHS.FS.00000185	Klickitat	2018	1	23
Heartlinks Hospice and Palliative Care (Lower Valley Hospice)	IHS.FS.00000369	Benton	2018	6	137
Heartlinks Hospice and Palliative Care (Lower Valley Hospice)	IHS.FS.00000369	Yakima	2018	24	219
Home Health Care of Whidbey General Hospital (Whidbey General)	IHS.FS.00000323	Island	2018	20	235
Homecare and Hospice Southwest (Hospice SW)	IHS.FS.60331226	Skamania	2018	1	1
Homecare and Hospice Southwest (Hospice SW)	IHS.FS.60331226	Cowlitz	2018	20	76
Homecare and Hospice Southwest (Hospice SW)	IHS.FS.60331226	Clark	2018	243	1305
Horizon Hospice	IHS.FS.00000332	Spokane	2018	31	389
Hospice of Kitsap County	IHS.FS.00000335	Kitsap	2018	0	0
Hospice of Spokane	IHS.FS.00000337	Lincoln	2018	1	1
Hospice of Spokane	IHS.FS.00000337	Ferry	2018	6	29
Hospice of Spokane	IHS.FS.00000337	Pend Oreille	2018	8	53
Hospice of Spokane	IHS.FS.00000337	Stevens	2018	30	121
Hospice of Spokane	IHS.FS.00000337	Spokane	2018	346	1593
Hospice of Spokane	IHS.FS.00000337	Whitman	2018	none repo	none repor
Hospice of the Northwest (Skagit Hospice Service)	IHS.FS.00000437	Island	2018	6	60
Hospice of the Northwest (Skagit Hospice Service)	IHS.FS.00000437	Snohomish	2018	2	67
Hospice of the Northwest (Skagit Hospice Service)	IHS.FS.00000437	San Juan	2018	6	79
Hospice of the Northwest (Skagit Hospice Service)	IHS.FS.00000437	Skagit	2018	48	680
IRREGULAR-COMMUNITY HOME HEALTH & HOSPICE	IHS.FS.00000262	Pacific	2018	0	1
IRREGULAR-MULTICARE	IHS.FS.60639376	Clallam	2018	0	1
Jefferson Healthcare Home Health and Hospice (Hospice of Jefferson County)	IHS.FS.00000349	Jefferson	2018	20	144
Kaiser Permanente Continuing Care Services	IHS.FS.00000353	Clark	2018	39	436
Kaiser Permanente Continuing Care Services	IHS.FS.00000353	Cowlitz	2018	none repo	none repor
Kaiser Permanente Continuing Care Services	IHS.FS.00000353	Skamania	2018	none repo	none repor
Kaiser Permanente Home Health and Hospice (Group Health)	IHS.FS.00000305	Snohomish	2018	14	94
Kaiser Permanente Home Health and Hospice (Group Health)	IHS.FS.00000305	Kitsap	2018	14	96
Kaiser Permanente Home Health and Hospice (Group Health)	IHS.FS.00000305	Pierce	2018	35	198
Kaiser Permanente Home Health and Hospice (Group Health)	IHS.FS.00000305	King	2018	25	416
Kindred Hospice (Gentiva Hospice)	IHS.FS.60308060	Whitman	2018	19	226.5
Kindred Hospice (Gentiva Hospice)	IHS.FS.60308060	Spokane	2018	23	265.5
Kittitas Valley Home Health and Hospice	IHS.FS.00000320	Kittitas	2018	15	135
Klickitat Valley Home Health & Hospice (Klickitat Valley Health)	IHS.FS.00000361	Klickitat	2018	5	40
Kline Galland Community Based Services	IHS.FS.60103742	King	2018	29	368
Memorial Home Care Services	IHS.FS.00000376	Yakima	2018	183	750
MultiCare Home Health, Hospice and Palliative Care	IHS.FS.60639376	King	2018	32	158

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Agency Name	License Number	County	Year	0-64	65+
MultiCare Home Health, Hospice and Palliative Care	IHS.FS.60639377	Kitsap	2018	25	232
MultiCare Home Health, Hospice and Palliative Care	IHS.FS.60639378	Pierce	2018	177	867
Providence Hospice (Hospice of the Gorge)	IHS.FS.60201476	Skamania	2018	1	9
Providence Hospice (Hospice of the Gorge)	IHS.FS.60201476	Klickitat	2018	4	18
Providence Hospice and Home Care of Snohomish County	IHS.FS.00000418	Island	2018	11	44
Providence Hospice and Home Care of Snohomish County	IHS.FS.00000418	Snohomish	2018	316	1772
Providence Hospice and Home Care of Snohomish County	IHS.FS.00000418	King	2018	none repo	none repor
Providence Hospice of Seattle	IHS.FS.00000336	Snohomish	2018	11	13
Providence Hospice of Seattle	IHS.FS.00000336	King	2018	407	1959
Providence SoundHomeCare and Hospice	IHS.FS.00000420	Mason	2018	10	117
Providence SoundHomeCare and Hospice	IHS.FS.00000420	Lewis	2018	21	140
Providence SoundHomeCare and Hospice	IHS.FS.00000420	Thurston	2018	90	663
Tri-Cities Chaplaincy	IHS.FS.00000456	Franklin	2018	30	155
Tri-Cities Chaplaincy	IHS.FS.00000456	Benton	2018	112	750
Walla Walla Community Hospice	IHS.FS.60480441	Columbia	2018	1	23
Walla Walla Community Hospice	IHS.FS.60480441	Walla Walla	2018	24	227
Wesley Homes	IHS.FS.60276500	King	2018	29	368
Whatcom Hospice (Peacehealth)	IHS.FS.00000471	Whatcom	2018	117	770
Alpha Home Health	IHS.FS.61032013	Snohomish	2019	0	0
Alpowa Healthcare Inc. d/b/a Elite Home Health and Hospice	IHS.FS.60384078	Asotin	2019	9	71
Alpowa Healthcare Inc. d/b/a Elite Home Health and Hospice	IHS.FS.60384078	Garfield	2019	1	4
Central Washington Homecare Services	IHS.FS.00000250	Chelan	2019	28	385
Central Washington Homecare Services	IHS.FS.00000250	Douglas	2019	19	125
Chaplaincy Health Care 2018	IHS.FS.00000456	Benton	2019	96	700
Chaplaincy Health Care 2018	IHS.FS.00000456	Franklin	2019	26	164
Community Home Health/Hospice	IHS.FS.00000262	Cowlitz	2019	98	636
Community Home Health/Hospice	IHS.FS.00000262	Wahkiakum	2019	0	7
Community Home Health/Hospice	IHS.FS.00000262	Clark	2019	60	453
Continuum Care of King LLC	IHS.FS.61058934	King	2019	0	0
Continuum Care of Snohomish LLC	IHS.FS.61010090	Snohomish	2019	0	0
Envision Hospice of Washington	IHS.FS.60952486	Thurston	2019	2	22
EvergreenHealth	IHS.FS.00000278	King	2019	225	2025
EvergreenHealth	IHS.FS.00000278	Snohomish	2019	53	471
EvergreenHealth	IHS.FS.00000278	Island	2019	1	11
Franciscan Hospice	IHS.FS.00000287	King	2019	92	921
Franciscan Hospice	IHS.FS.00000287	Kitsap	2019	118	757
Franciscan Hospice	IHS.FS.00000287	Pierce	2019	364	2236
Frontier Home Health & Hospice	IHS.FS.60379608	Okanogan	2019	27	171
Frontier Home Health & Hospice	IHS.FS.60379608	Douglas	2019	0	5
Frontier Home Health & Hospice	IHS.FS.60379608	Grant	2019	4	8
Harbors Home Health and Hospice	IHS.FS.00000306	Grays Harbor	2019	41	212
Harbors Home Health and Hospice	IHS.FS.00000306	Pacific	2019	15	98
Heartlinks	IHS.FS.00000369	Benton	2019	7	137
Heartlinks	IHS.FS.00000369	Yakima	2019	21	180
Heartlinks	IHS.FS.00000369	Franklin	2019	0	2
Horizon Hospice	IHS.FS.00000332	Spokane	2019	30	393
Hospice of Jefferson County, Jefferson Healthcare	IHI.FS.00000349	Jefferson	2019	26	172
Hospice of Spokane	IHS.FS.00000337	Spokane	2019	289	1692
Hospice of Spokane	IHS.FS.00000337	Stevens	2019	20	126
Hospice of Spokane	IHS.FS.00000337	Ferry	2019	5	25
Hospice of Spokane	IHS.FS.00000337	Pend Oreille	2019	4	65
Hospice of the Northwest	IHS.FS.00000437	Island	2019	14	56
Hospice of the Northwest	IHS.FS.00000437	San Juan	2019	6	73
Hospice of the Northwest	IHS.FS.00000437	Skagit	2019	77	705
Hospice of the Northwest	IHS.FS.00000437	Snohomish	2019	5	58
Inspiring Hospice Partners of Oregon dba Heart of Hospice	IHS.FS.60741443	Skamania	2019	0	17
Inspiring Hospice Partners of Oregon dba Heart of Hospice	IHS.FS.60741443	Klickitat	2019	2	24
Inspiring Hospice Partners of Oregon dba Heart of Hospice	IHS.FS.60741443	Clark	2019	0	3
Inspiring Hospice Partners of Oregon dba Heart of Hospice	IHS.FS.60741443	Snohomish	2019	0	0
Kaiser Continuing Care Services Hospice	IHS.FS.00000353	Clark	2019	43	387
Kaiser Permanente Home Health and Hospice	IHS.FS.00000305	King	2019	37	489
Kaiser Permanente Home Health and Hospice	IHS.FS.00000305	Kitsap	2019	18	123
Kaiser Permanente Home Health and Hospice	IHS.FS.00000305	Pierce	2019	25	176
Kaiser Permanente Home Health and Hospice	IHS.FS.00000305	Snohomish	2019	7	62
Kindred Hospice	IHS.FS.60308060	Spokane	2019	10	90
Kindred Hospice	IHS.FS.60308060	Whitman	2019	12	77
Kindred Hospice	IHS.FS.60330209	King	2019	6	217
Kittitas Valley Healthcare Home Health and Hospice	IHS.FS.00000320	Kittitas	2019	16	169

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Agency Name	License Number	County	Year	0-64	65+
Klickitat Valley Hospice	IHS.FS.00000361	Klickitat	2019	1	44
Kline Galland Community Based Services	IHS.FS.60103742	King	2019	35	345
Memorial Home Care Services	IHS.FS.00000376	Yakima	2019	148	730
MultiCare Hospice	IHS.FS.60639376	King	2019	27	149
MultiCare Hospice	IHS.FS.60639376	Pierce	2019	167	758
MultiCare Hospice	IHS.FS.60639376	Kitsap	2019	37	194
Northwest Healthcare Alliance, Inc. d/b/a Assured Home Health & Hospice	IHS.FS.00000229	Clallam	2019	23	234
Northwest Healthcare Alliance, Inc. d/b/a Assured Home Health & Hospice	IHS.FS.00000229	Jefferson	2019	0	9
Northwest Healthcare Alliance, Inc. d/b/a Assured Home Health & Hospice	IHS.FS.00000229	Lewis	2019	17	244
Northwest Healthcare Alliance, Inc. d/b/a Assured Home Health & Hospice	IHS.FS.00000229	Mason	2019	6	45
Northwest Healthcare Alliance, Inc. d/b/a Assured Home Health & Hospice	IHS.FS.00000229	Thurston	2019	22	240
Olympic Medical Hospice	IHS.FS.00000393	Clallam	2019	0	0
PeaceHealth Hospice	IHS.FS.60331226	Clark	2019	184	1217
PeaceHealth Hospice	IHS.FS.60331226	Cowlitz	2019	23	99
PeaceHealth Hospice	IHS.FS.60331226	Skamania	2019	0	1
PeaceHealth Whatcom	IHS.FS.00000471	Whatcom	2019	138	995
Providence Hospice	IHS.FS.60201476	Klickitat	2019	9	22
Providence Hospice	IHS.FS.60201476	Skamania	2019	1	15
Providence Hospice	IHS.FS.60201476	Clark	2019	0	0
Providence Hospice and Home Care of Snohomish County	IHS.FS.00000418	Snohomish	2019	272	1613
Providence Hospice and Home Care of Snohomish County	IHS.FS.00000418	Island	2019	1	29
Providence Hospice of Seattle	IHS.FS.00000336	King	2019	338	2083
Providence Hospice of Seattle	IHS.FS.00000336	Snohomish	2019	5	10
Providence Sound HomeCare and Hospice	IHS.FS.00000420	Thurston	2019	91	685
Providence Sound HomeCare and Hospice	IHS.FS.00000420	Mason	2019	28	148
Providence Sound HomeCare and Hospice	IHS.FS.00000420	Lewis	2019	33	118
Puget Sound Hospice	IHS.FS.61032138	Thurston	2019	0	0
Walla Walla Community Hospice	IHS.FS.60480441	Walla Walla	2019	41	242
Walla Walla Community Hospice	IHS.FS.60480441	Columbia	2019	3	25
Washington HomeCare and Hospice of Central Basin, LLC d/b/a Assured Hospice	IHS.FS.60092413	Adams	2019	8	54
Washington HomeCare and Hospice of Central Basin, LLC d/b/a Assured Hospice	IHS.FS.60092413	Grant	2019	41	228
Washington HomeCare and Hospice of Central Basin, LLC d/b/a Assured Hospice	IHS.FS.60092413	Lincoln	2019	3	22
Wesley Homes	IHS.FS.60276500	King	2019	5	86
WhidbeyHealth Home Health, Hospice	IHS.FS.00000323	Island	2019	27	245
Yakima HMA Home Health, LLC	IHS.FS.60097245	Yakima	2019	6	88
Alpha Hospice	IHS.FS.61032013	Snohomish	2020	1	30
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	Garfield	2020	3	7
Astria Hospice	IHS.FS.60097245	Yakima	2020	0	56
Central Washington Home Care Service	IHS.FS.00000250	Chelan	2020	32	421
Central Washington Home Care Service	IHS.FS.00000250	Douglas	2020	13	159
Chaplaincy Health Care	IHS.FS.00000456	Benton	2020	118	821
Chaplaincy Health Care	IHS.FS.00000456	Franklin	2020	30	192
Community Home Health/Hospice	IHS.FS.00000262	Cowlitz	2020	78	616
Community Home Health/Hospice	IHS.FS.00000262	Pacific	2020	1	3
Community Home Health/Hospice	IHS.FS.00000262	Wahkiakum	2020	3	11
Community Home Health/Hospice	IHS.FS.60547198	Clark	2020	61	430
Continuum Care of King LLC	IHS.FS.61058934	King	2020	0	0
Continuum Care of Snohomish	IHS.FS.61010090	King	2020	2	40
Continuum Care of Snohomish	IHS.FS.61010090	Snohomish	2020	12	131
Eden Hospice at Whatcom County, LLC	IHS.FS.61117985	Whatcom	2020	0	0
Envision Hospice of Washington LLC	IHS.FS.60952486	King	2020	1	76
Envision Hospice of Washington LLC	IHS.FS.60952486	Kitsap	2020	0	0
Envision Hospice of Washington LLC	IHS.FS.60952486	Pierce	2020	1	20
Envision Hospice of Washington LLC	IHS.FS.60952486	Thurston	2020	1	24
Envision Hospice of Washington LLC	IHS.FS.60952486	Snohomish	2020	0	0
EvergreenHealth	IHS.FS.00000278	King	2020	316	2451
EvergreenHealth	IHS.FS.00000278	Snohomish	2020	70	672
EvergreenHealth	IHS.FS.00000278	Island	2020	0	6
Frontier Home Health & Hospice	IHS.FS.60379608	Douglas	2020	4	11
Frontier Home Health & Hospice	IHS.FS.60379608	Grant	2020	0	3
Frontier Home Health & Hospice	IHS.FS.60379608	Okanogan	2020	30	167
Harbors Home Health and Hospice	IHS.FS.00000306	Grays Harbor	2020	27	186
Harbors Home Health and Hospice	IHS.FS.00000306	Pacific	2020	11	66
HEART OF HOSPICE	IHS.FS.60741443	Clark	2020	0	3
HEART OF HOSPICE	IHS.FS.60741443	Klickitat	2020	2	21
HEART OF HOSPICE	IHS.FS.60741443	Skamania	2020	2	18
HEART OF HOSPICE	IHS.FS.60741443	Snohomish	2020	0	0

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Agency Name	License Number	County	Year	0-64	65+
Heartlinks	IHS.FS.00000369	Benton	2020	14	152
Heartlinks	IHS.FS.00000369	Yakima	2020	20	181
Heartlinks	IHS.FS.00000369	Franklin	2020	4	2
Horizon Hospice & Palliative Care	IHS.FS.00000332	Spokane	2020	28	456
Hospice of Jefferson County	IHS.FS.00000349	Jefferson	2020	17	178
Hospice of Spokane	IHS.FS.00000337	Spokane	2020	302	1895
Hospice of Spokane	IHS.FS.00000337	Stevens	2020	21	128
Hospice of Spokane	IHS.FS.00000337	Ferry	2020	3	28
Hospice of Spokane	IHS.FS.00000337	Pend Oreille	2020	17	49
Hospice of Spokane	IHS.FS.00000337	Lincoln	2020	0	0
Hospice of Spokane	IHS.FS.00000337	Whitman	2020	0	1
Hospice of Spokane	IHS.FS.00000337	Okanogan	2020	1	0
Kaiser Permanente Continuing Care Services	IHS.FS.00000353	Clark	2020	42	433
Kaiser Permanente Home Health & Hospice	IHS.FS.00000305	King	2020	49	446
Kaiser Permanente Home Health & Hospice	IHS.FS.00000305	Kitsap	2020	13	114
Kaiser Permanente Home Health & Hospice	IHS.FS.00000305	Pierce	2020	30	181
Kaiser Permanente Home Health & Hospice	IHS.FS.00000305	Snohomish	2020	3	84
Kindred Hospice	IHS.FS.60308060	Spokane	2020	32	297
Kindred Hospice	IHS.FS.60308060	Whitman	2020	12	127
Kindred Hospice	IHS.FS.60330209	King	2020	9	200
Kittitas Valley Home Health and Hospice	IHS.FS.00000320	Kittitas	2020	12	157
Klickitat Valley Health Home Health & Hospice	IHS.FS.00000361	Klickitat	2020	4	38
Kline Galland Hospice	IHS.FS.60103742	King	2020	83	896
Memorial Home Care Services	IHS.FS.00000376	Yakima	2020	175	953
Multicare Home Health, Hospice	IHS.FS.60639376	Pierce	2020	161	866
Multicare Home Health, Hospice	IHS.FS.60639376	King	2020	36	137
Multicare Home Health, Hospice	IHS.FS.60639376	Kitsap	2020	12	126
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	Jefferson	2020	0	16
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	Mason	2020	8	70
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	Thurston	2020	22	268
Olympic Medical Hospice	IHS.FS.00000393	Clallam	2020	0	0
PeaceHealth Hospice Southwest	IHS.FS.60331226	Clark	2020	194	1372
PeaceHealth Hospice Southwest	IHS.FS.60331226	Cowlitz	2020	16	91
PeaceHealth Hospice Southwest	IHS.FS.60331226	Skamania	2020	0	3
Providence Hospice	IHS.FS.60201476	Klickitat	2020	6	28
Providence Hospice	IHS.FS.60201476	Skamania	2020	1	16
Providence Hospice	IHS.FS.60201476	Clark	2020	0	0
Providence Hospice and Home Care of Snohomish County	IHS.FS.00000418	Snohomish	2020	267	1645
Providence Hospice and Home Care of Snohomish County	IHS.FS.00000418	Island	2020	5	36
Providence Hospice of Seattle	IHS.FS.00000336	King	2020	338	2059
Providence Hospice of Seattle	IHS.FS.00000336	Snohomish	2020	0	0
Providence Sound HomeCare and Hospice	IHS.FS.00000420	Thurston	2020	106	772
Providence Sound HomeCare and Hospice	IHS.FS.00000420	Mason	2020	35	193
Providence Sound HomeCare and Hospice	IHS.FS.00000420	Lewis	2020	32	175
Puget Sound Hospice	IHS.FS.61032138	Thurston	2020	0	6
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	San Juan	2020	8	89
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	Snohomish	2020	8	74
Virginia Mason Franciscan Hospice & Palliative Care	IHS.FS.00000287	King	2020	52	716
Virginia Mason Franciscan Hospice & Palliative Care	IHS.FS.00000287	Pierce	2020	232	1630
Virginia Mason Franciscan Hospice & Palliative Care	IHS.FS.00000287	Kitsap	2020	71	681
Walla Walla Community Hospice	IHS.FS.60480441	Walla Walla	2020	41	242
Walla Walla Community Hospice	IHS.FS.60480441	Columbia	2020	3	50
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	Grant	2020	40	251
Washington HomeCare and Hospice of Central Basin, LLC d/b/a Assured Hospice	IHS.FS.60092413	Lincoln	2020	5	21
Wesley Homes Hospice, LLC	IHS.FS.60276500	King	2020	3	110
Wesley Homes Hospice, LLC	IHS.FS.60276500	Pierce	2020	1	16

Department of Health
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Preliminary Death Data Updated October 12, 2021



County	0-64			65+		
	2018	2019	2020	2018	2019	2020
ADAMS	28	35	20	72	93	59
ASOTIN	52	54	56	214	222	186
BENTON	331	346	555	1,125	1154	1522
CHELAN	130	137	224	573	626	785
CLALLAM	191	186	195	871	955	777
CLARK	874	887	1043	2,767	2987	3205
COLUMBIA	6	7	7	43	52	43
COWLITZ	300	294	314	840	951	968
DOUGLAS	51	63	42	255	270	160
FERRY	28	20	19	55	64	58
FRANKLIN	145	123	100	278	313	263
GARFIELD	5	5	5	30	21	11
GRANT	195	197	186	524	508	455
GRAYS HARBOR	227	251	209	647	659	558
ISLAND	135	167	110	675	642	505
JEFFERSON	64	72	68	336	338	273
KING	3,264	3,275	4456	9,917	10213	11186
KITSAP	515	557	454	1,713	1811	1714
KITTITAS	68	90	78	239	266	241
KLICKITAT	58	46	42	158	160	113
LEWIS	227	210	205	730	722	653
LINCOLN	25	25	15	94	89	75
MASON	158	167	143	526	548	408
OKANOGAN	103	119	88	332	358	277
PACIFIC	64	66	55	279	265	177
PEND OREILLE	43	31	41	130	125	101
PIERCE	1,964	1,911	2364	4,926	5002	5608
SAN JUAN	19	20	18	114	127	94
SKAGIT	231	229	269	1,001	1018	1068
SKAMANIA	27	19	26	56	87	47
SNOHOMISH	1,533	1,533	1587	4,055	4081	4278
SPOKANE	1,177	1,143	1634	3,556	3545	4322
STEVENS	113	112	86	373	345	248
THURSTON	554	525	628	1,823	1908	2007
WAHKIAKUM	13	11	10	33	53	18
WALLA WALLA	110	118	150	445	450	522
WHATCOM	360	394	457	1,252	1461	1481
WHITMAN	66	47	51	199	219	226
YAKIMA	601	555	653	1,517	1451	1675

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0-64 Population Projection



County	2018-2020 Average Population											
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	
Adams	17,637	17,768	17,899	18,029	18,160	18,291	18,456	18,622	18,787	18,953	19,118	18,160
Asotin	16,969	16,906	16,842	16,779	16,715	16,652	16,596	16,540	16,485	16,429	16,373	16,715
Benton	162,262	163,693	165,123	166,554	167,984	169,415	171,026	172,638	174,249	175,861	177,472	167,984
Chelan	61,284	61,520	61,755	61,991	62,227	62,463	62,512	62,562	62,611	62,661	62,710	62,227
Clallam	52,716	52,661	52,605	52,550	52,494	52,439	52,233	52,027	51,821	51,615	51,409	52,494
Clark	387,296	393,291	399,287	405,282	411,278	417,273	421,901	426,529	431,158	435,786	440,414	411,278
Columbia	2,988	2,947	2,905	2,863	2,822	2,780	2,745	2,710	2,675	2,640	2,605	2,822
Cowlitz	85,417	85,517	85,617	85,717	85,817	85,917	85,843	85,769	85,695	85,621	85,547	85,817
Douglas	33,540	33,938	34,335	34,732	35,130	35,527	35,803	36,080	36,356	36,633	36,909	35,130
Ferry	5,834	5,782	5,731	5,680	5,628	5,577	5,541	5,506	5,470	5,435	5,399	5,628
Franklin	79,651	81,742	83,832	85,922	88,012	90,102	92,443	94,784	97,124	99,465	101,806	88,012
Garfield	1,665	1,644	1,623	1,602	1,581	1,560	1,541	1,522	1,502	1,483	1,464	1,581
Grant	81,535	82,660	83,784	84,909	86,033	87,158	88,240	89,322	90,403	91,485	92,567	86,033
Grays Harbor	59,105	58,675	58,246	57,817	57,387	56,958	56,679	56,401	56,122	55,844	55,565	57,387
Island	62,514	62,664	62,814	62,964	63,114	63,264	63,280	63,296	63,312	63,328	63,344	63,114
Jefferson	20,636	20,653	20,670	20,688	20,705	20,722	20,636	20,550	20,463	20,377	20,291	20,705
King	1,798,581	1,820,215	1,841,848	1,863,482	1,885,115	1,906,749	1,918,470	1,930,192	1,941,913	1,953,635	1,965,356	1,885,115
Kitsap	212,548	214,045	215,543	217,040	218,538	220,035	220,614	221,192	221,771	222,349	222,928	218,538
Kittitas	36,206	36,768	37,330	37,892	38,453	39,015	39,286	39,556	39,827	40,097	40,368	38,453
Klickitat	16,208	16,082	15,955	15,828	15,702	15,575	15,439	15,304	15,168	15,033	14,897	15,702
Lewis	61,494	61,796	62,097	62,398	62,700	63,001	63,164	63,327	63,491	63,654	63,817	62,700
Lincoln	8,101	8,042	7,982	7,923	7,864	7,805	7,751	7,698	7,644	7,591	7,537	7,864
Mason	48,672	49,162	49,652	50,142	50,632	51,122	51,397	51,672	51,946	52,221	52,496	50,632
Okanogan	33,087	32,906	32,726	32,545	32,364	32,183	32,087	31,991	31,896	31,800	31,704	32,364
Pacific	15,115	14,972	14,830	14,688	14,545	14,403	14,322	14,242	14,161	14,081	14,000	14,545
Pend Oreille	10,045	9,998	9,952	9,905	9,859	9,812	9,769	9,727	9,684	9,642	9,599	9,859
Pierce	721,137	729,937	738,738	747,538	756,339	765,139	769,918	774,696	779,475	784,253	789,032	756,339
San Juan	11,305	11,194	11,084	10,974	10,863	10,753	10,730	10,707	10,684	10,661	10,638	10,863
Skagit	97,885	98,616	99,346	100,076	100,807	101,537	101,887	102,236	102,586	102,935	103,285	100,807
Skamania	9,272	9,266	9,260	9,254	9,248	9,242	9,223	9,205	9,186	9,168	9,149	9,248
Snohomish	661,812	672,806	683,800	694,793	705,787	716,781	721,527	726,273	731,019	735,765	740,511	705,787
Spokane	414,493	416,684	418,875	421,066	423,256	425,447	426,740	428,033	429,326	430,619	431,912	423,256
Stevens	34,576	34,459	34,343	34,226	34,109	33,992	33,917	33,841	33,766	33,690	33,615	34,109
Thurston	224,951	228,261	231,571	234,880	238,190	241,500	243,867	246,235	248,602	250,970	253,337	238,190
Wahkiakum	2,726	2,669	2,612	2,555	2,498	2,441	2,405	2,368	2,332	2,295	2,259	2,498
Walla Walla	49,893	50,111	50,328	50,546	50,763	50,981	51,028	51,075	51,121	51,168	51,215	50,763
Whatcom	175,840	178,234	180,629	183,023	185,418	187,812	189,267	190,722	192,178	193,633	195,088	185,418
Whitman	42,880	42,965	43,051	43,137	43,222	43,308	43,315	43,322	43,330	43,337	43,344	43,222
Yakima	215,882	217,605	219,328	221,051	222,774	224,497	225,822	227,147	228,473	229,798	231,123	222,774

Sources:
2017 OFM Population Projections, Median-Series
Prepared by DOH Program Staff

Department of Health
2020-2021 Hospice Numeric Need Methodology
65+ Population Projection



County	2018-2020											
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	Average Population
Adams	1,773	1,887	2,000	2,114	2,227	2,341	2,383	2,424	2,466	2,507	2,549	2,227
Asotin	5,041	5,233	5,426	5,619	5,812	6,005	6,175	6,344	6,514	6,683	6,853	5,812
Benton	26,328	27,492	28,657	29,821	30,986	32,150	33,373	34,597	35,820	37,044	38,267	30,986
Chelan	13,746	14,279	14,811	15,343	15,876	16,408	17,052	17,695	18,339	18,982	19,626	15,876
Clallam	19,934	20,401	20,867	21,334	21,800	22,267	22,901	23,535	24,168	24,802	25,436	21,800
Clark	64,524	68,044	71,564	75,085	78,605	82,125	85,686	89,247	92,807	96,368	99,929	78,605
Columbia	1,102	1,135	1,169	1,202	1,236	1,269	1,287	1,304	1,322	1,339	1,357	1,236
Cowlitz	18,863	19,684	20,505	21,326	22,148	22,969	23,719	24,470	25,220	25,971	26,721	22,148
Douglas	6,450	6,831	7,213	7,595	7,976	8,358	8,666	8,974	9,283	9,591	9,899	7,976
Ferry	1,876	1,949	2,022	2,095	2,168	2,241	2,289	2,337	2,386	2,434	2,482	2,168
Franklin	7,499	7,921	8,343	8,765	9,188	9,610	10,083	10,557	11,030	11,504	11,977	9,188
Garfield	595	607	620	633	645	658	669	680	692	703	714	645
Grant	12,395	13,011	13,628	14,244	14,861	15,477	16,071	16,665	17,258	17,852	18,446	14,861
Grays Harbor	14,005	14,535	15,064	15,594	16,123	16,653	17,133	17,612	18,092	18,571	19,051	16,123
Island	18,086	18,625	19,163	19,701	20,239	20,777	21,412	22,047	22,682	23,317	23,952	20,239
Jefferson	10,244	10,580	10,916	11,252	11,588	11,924	12,323	12,722	13,121	13,520	13,919	11,588
King	254,219	268,307	282,395	296,484	310,572	324,660	337,771	350,881	363,992	377,102	390,213	310,572
Kitsap	45,652	47,697	49,743	51,788	53,833	55,878	58,185	60,492	62,800	65,107	67,414	53,833
Kittitas	6,464	6,760	7,055	7,351	7,647	7,943	8,266	8,589	8,911	9,234	9,557	7,647
Klickitat	4,792	5,051	5,310	5,570	5,829	6,088	6,268	6,448	6,627	6,807	6,987	5,829
Lewis	15,166	15,576	15,987	16,398	16,808	17,219	17,697	18,175	18,652	19,130	19,608	16,808
Lincoln	2,619	2,687	2,755	2,823	2,891	2,959	3,039	3,119	3,200	3,280	3,360	2,891
Mason	13,528	14,123	14,717	15,311	15,905	16,499	17,167	17,836	18,504	19,173	19,841	15,905
Okanogan	8,773	9,198	9,624	10,050	10,475	10,901	11,210	11,519	11,827	12,136	12,445	10,475
Pacific	6,095	6,258	6,421	6,584	6,747	6,910	7,035	7,159	7,284	7,408	7,533	6,747
Pend Oreille	3,195	3,378	3,560	3,742	3,925	4,107	4,239	4,371	4,504	4,636	4,768	3,925
Pierce	108,983	114,409	119,836	125,262	130,688	136,114	142,422	148,729	155,037	161,344	167,652	130,688
San Juan	4,876	5,099	5,322	5,545	5,768	5,991	6,174	6,357	6,541	6,724	6,907	5,768
Skagit	22,735	24,021	25,308	26,595	27,881	29,168	30,314	31,460	32,607	33,753	34,899	27,881
Skamania	2,158	2,286	2,414	2,542	2,670	2,798	2,923	3,048	3,172	3,297	3,422	2,670
Snohomish	95,788	101,674	107,560	113,447	119,333	125,219	131,978	138,737	145,495	152,254	159,013	119,333
Spokane	73,817	77,325	80,834	84,343	87,852	91,361	94,670	97,979	101,288	104,597	107,906	87,852
Stevens	9,454	9,930	10,407	10,884	11,360	11,837	12,214	12,591	12,969	13,346	13,723	11,360
Thurston	42,459	44,534	46,608	48,683	50,757	52,832	54,900	56,967	59,035	61,102	63,170	50,757
Wahkiakum	1,254	1,316	1,379	1,441	1,503	1,565	1,580	1,595	1,611	1,626	1,641	1,503
Walla Walla	10,757	10,819	10,881	10,944	11,006	11,068	11,350	11,632	11,915	12,197	12,479	11,006
Whatcom	33,950	35,688	37,426	39,164	40,902	42,640	44,217	45,794	47,372	48,949	50,526	40,902
Whitman	4,370	4,659	4,948	5,237	5,526	5,815	6,008	6,201	6,395	6,588	6,781	5,526
Yakima	34,088	34,949	35,809	36,670	37,530	38,391	39,475	40,559	41,643	42,727	43,811	37,530

Exhibit 5
Continuum Care of Snohomish Policies

ADMISSION CRITERIA AND PROCESS	Effective: 3/1/2019
Patient Services	Policy No.:



PURPOSE

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

POLICY

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

MA State specific: Limited life expectancy is defined as a prognosis of six (6) months or less life expectancy if the disease runs its normal course and is determined by the Hospice Medical Director and the patient's Attending Physician, if they have chosen one.

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, or place of national origin.

FL State specific: In no case shall a hospice patient be refused for admission or hospice services discontinued based on the inability of the patient to pay for such services.

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.

Continuum's admission policy includes the review of the patient's primary insurance plan, such as Medicare, Medicaid, Managed Care, Private Insurance, Worker's Comp or other payment sources including private pay. Continuum's review process includes, but is not limited to, insurance verification of coverage, in-network vs. out-of-network requirements, authorization requirements, deductible amount met and unmet, co-pay, patient liability, and patient's ability to pay as determined by Continuum's Charity Care policy. See Fiscal Management Policy: [Charity Care](#).

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 Medicare Contractor's Local

Coverage Determinations (LCDs).

Continuum reserves the right not to accept any patient who does not meet the admission criteria, within the limitations of applicable law and regulations.

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

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

Admission Criteria (See Patient Services Policy: [Intake and Referral Process](#))

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, if one has been chosen by the patient/legal representative, and hospice Medical Director, utilizing the standard clinical prognosis criteria found in the Local Coverage Determination guidelines approved by the Medicare Contractor in the region. [Medicare-Administrative-Contractors/Who-are-the-MACs](#)
4. The patient/legal representative must desire hospice services, and the focus of care desired must be palliative versus curative.
5. The patient and family/caregiver agree to the hospice plan of care, understand their right to participate in developing the plan of care and sign the consent form for hospice care.
6. 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.
7. The physical facilities and equipment in the patient's home must be adequate for safe and effective care.
8. The patient must reside within the geographical area that the organization services.
9. 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.
10. If applicable, the patient must meet the eligibility criteria for Medicare, Medicaid, or private insurance hospice benefit reimbursement.
11. Eligibility criteria will be continually reviewed on an ongoing basis by the interdisciplinary team to assure appropriateness of hospice care.

PROCEDURE

1. The organization 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.

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2. The Clinical Manager / designee 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 other authorized independent practitioner).

WA State Specific:

The Initial patient assessment will be completed by a registered nurse within seven calendar days of receiving and accepting a physician or practitioner referral for hospice services. Longer time frames are permitted when one or more of the following is documented:

- A. Longer time frame for completing the initial patient assessment is requested by physician or practitioner;
 - B. Longer time frame for completing the initial patient assessment is requested by the patient, designated family member, or legal representative; or
 - C. Initial patient assessment was delayed due to agency having challenges contacting the patient, designated family member, or legal representative.
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 other authorized independent practitioner).

FL State Specific: The assessment process will be initiated within two hours and the admission to hospice expedited subject to having a physician order on hand and the patient/family selecting the hospice option.

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 "[Patient Rights](#)".)
 - C. Provide the patient with a copy of the organization's notice of privacy practices. "Patient/Family Orientation for Hospice Care" handbook.
 - 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 clinician 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 is met the patient and family/caregiver will be provided with a hospice brochure 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 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 provide training to the family or caregiver(s) 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](#)")
 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 Interdisciplinary Group, including the Medical Director / Physician designee and Attending physician, if any, and 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 Patient Service Policies: [Initial Assessment](#); [Comprehensive Assessment](#))
18. The time frames will apply for weekends and holidays, as well as weekday admissions.
19. A clinical record will be initiated for each patient admitted for hospice services in the electronic record system.
20. If a patient does not meet the admission criteria or cannot be cared for by Continuum, the Intake/Referral Manager and Clinical Director should be notified and appropriate referrals to other sources of care made on behalf of the patient. In addition, a timeframe for follow up will be established, as needed.
21. 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. Exceptions will not be granted for admission when the patient does not meet LCD guidelines or does not have a life limiting illness. In other instances, if the patient does not meet the stated criteria for admission to the program, exceptions will be decided upon by the Executive Director/Administrator after consulting with the Compliance Officer, as well as the Clinical Director and/or 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 will be notified. All care, service, and discharge decisions must be made in response to the care required by the patient, in compliance with regulations, regardless of the external or internal organization's recommendation. The patient and family/caregiver, as appropriate, attending physician and Medical Director 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 name, the external or internal organization recommendations and reasons, and complete documentation of organization decision and patient care needs.

ADMISSION CRITERIA AND PROCESS	Policy Number:
CHAP Standard(s): HPFC 9.D	
Federal Regulatory Citation:	
State/Local Regulatory Citation: MA 105 CMR 141.208 (C); WAC 246-335-620; FAC 59A-38.004(3)(a)11	
Dates Reviewed/Revised: 3/1/2019; 5/29/2019; 9/1/2019; 10/1/2019; 4/30/2020; 5/1/2020	



CHARITY CARE	Effective: 3/1/2019
Fiscal Management	Policy No.:

PURPOSE

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

POLICY

Patients without third-party payer coverage and who are unable to pay for medically necessary care will be accepted for charity care admission, per established criteria.

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

The organization will consistently apply the charity care policy.

PROCEDURE

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.

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

The Executive Director/Administrator, with the appropriate program director, 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.

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

When financial declarations reveal the patient is able to make partial payment for services, the Executive Director/Administrator, with the appropriate program director, will determine the sliding-fee schedule to be implemented.

The revised sliding-fee schedule will be presented to the patient for agreement and signature.

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

When the organization is unable to admit the patient or to continue charity care, every effort will be made to refer the patient for appropriate care/service with an alternate provider.

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

CHARITY CARE	Policy Number:
CHAP Standards: CIII.3a	
Federal Regulatory Citation: 418.100(e)	
State/Local Regulatory Citation:	
Dates Reviewed/Revised: 3/1/2019	

Attachment 5
Charity Care Criteria

CHARITY CARE CRITERIA

Continuum is committed to the provision of medically necessary health care services to all persons in need of such services regardless of ability to pay. To protect the integrity of operations and fulfill this commitment, the following criteria for the provision of Charity Care/Financial assistance. Continuum also recognizes there are state legislation which establishes guidance for hospitals to develop sliding fee schedules; however, this same guidance is not applicable to hospices. When state specific legislation exists for hospices in regard to indigent policies, Continuum conforms to state standards. In absence of such legislation, Continuum follows the following set of criteria for Charity Care:

Eligibility Criteria

Charity Care/Financial Assistance is secondary to all other financial resources available to the patient, including but not limited to group or individual medical plans, worker's compensation, Medicare, Medicaid or medical assistance programs, other state, federal, or military programs, or any other situation in which another person or entity may have a legal responsibility to pay for the costs of medical services. The medically indigent patient will be granted Charity Care/Financial Assistance regardless of race, national origin, or immigration status.

In those situations where appropriate primary payment sources are not available or for balances after payments from other sources, patients shall be considered for Charity Care/Financial Assistance under Continuum's policy based on the following criteria:

1. The full amount of Continuum's charges will be determined to be Charity Care/Financial Assistance for patients where their gross family income is at or below 200% of the current federal poverty level.
2. The following sliding fee schedule shall be used to determine the amount that shall be written off for patient with incomes between 201% and 400% of the current federal poverty level. Family is defined as a group of two or more persons related by birth, marriage, or adoption that live together; all such related persons are considered as members of one family.
3. The amount an individual is personally responsible for paying after all discounts, deductions, and reimbursements are applied (including those from insurance and the hospital facility's financial assistance policy shall not be more than the amounts generally billed to individuals who have insurance covering such care ("AGB"). Continuum has elected to use the Medicare Rate in effect for the dates of services to determine the AGB.
4. The responsible party's financial obligation remaining after the application of any sliding fee schedule shall be payable in monthly installments over a reasonable period of time, which Continuum considers no more than two (2) years. The responsible party's account shall not be turned over to a collection agency unless payments are missed or there is some period of inactivity on the account, and there is no satisfactory contact with the patient.
5. Income is defined as total cash receipts before taxes derived from wages and salaries, welfare payments, Social Security payments, strike benefits, unemployment or disability benefits, child support, alimony, and net earnings from business and investment activities.

Charity/Financial Assistance Percentage Discount

% of Federal Poverty Level	Patient Discount %
0-200%	100%
201-300%	75%
301-350%	50%
351-400%	25%

6. For accounts where we have enough information to accurately assess income levels, Continuum will determine if a patient falls below 200% of the federal poverty limits. If so, we will have the accounts scanned for possible DSHS coverage and will presumptively write off the outstanding balances to Financial Assistance for those accounts that do not meet DSHS requirements.
7. Continuum may offer Catastrophic Charity, which means Continuum may write off as Charity Care/Financial Assistance amounts for patients with family income more than 200% of the federal poverty level when circumstances indicate severe financial hardship or personal loss that goes beyond the Charity Care/Financial Assistance discount as outlined above. In these cases, patients should submit a written request for a further review along with the details of the catastrophic situation. The decision to grant Catastrophic Charity and the amount to be written off shall lie with a member of Continuum's Governing Body.
8. All requests for financial assistance will be made on the Charity Care/Financial Assistance forms with instructions, and written applications shall be furnished to patients when Charity Care/Financial Assistance is requested, when need is indicated, or when financial screening indicates potential need. All applicants for financial assistance must file with DHHS (if they meet Medicaid eligibility requirements) and be cooperative with DHHS.

Process for Eligibility Determination

A. Initial Determination:

1. Continuum shall use an application process for determining eligibility for Charity Care/Financial Assistance. Requests to provide Charity Care/Financial Assistance will be accepted from sources such as physicians, community/religious groups, social services, financial services staff, patient's family, and the patient.
2. During the patient registration process, or at any time after the patient has been notified of the existence and availability of Charity Care/Financial Assistance, Continuum will make an initial determination of eligibility based on verbal or written application for Charity Care/Financial Assistance.
3. If Continuum becomes aware of factors which might qualify the patient for Charity Care/Financial Assistance under this policy, it shall advise the patient of this potential and make an initial determination that such account is to be treated as Charity Care/Financial Assistance.
4. Determination of coverage will be dependent upon financial need at the time services were rendered.
5. Continuum will allow a patient to apply for Charity Care/Financial Assistance at any point from pre-admission through discharge recognizing that a patient's ability to pay over an extended period may be substantially altered due to illness or financial hardship, resulting in the need for charity services. If the change in financial status is temporary, Continuum may choose to suspend payments temporarily rather than initiate Charity Care/Financial Assistance.
6. Patient will receive a letter indicating final determination of Charity Care/Financial Assistance. If the patient is denied assistance, the letter will detail the reason for the denial, the date of decision and instructions to appeal or reconsider decision. Governing body shall review all second level appeals.

Financial Assistance Application

Section 1: Patient/Guarantor Information

Patient's Name: _____ Patient ID# _____

Patient's Date of Birth ____/____/____ Patient's Marital Status: __Single __Married

Guarantor Name: _____

Guarantor Address: _____

City _____ State _____ Zip _____

Note: If you are married, then your spouse's financial information and signature is required in order to process your application.

Section 2: Spouse Information:

Spouse's Name: _____

Spouse's Address: _____

City _____ State _____ Zip _____

Spouse's Date of Birth ____/____/____ (MM/DD/YYYY)

Section 3: Household Information

Number of Dependents (see instructions) _____

Total Monthly Household Income: \$ _____

Section 4: Acknowledgement

I hereby acknowledge that the above information is true and accurate to the best of my knowledge.

I further grant Continuum authorization to verify any or all information given and authorize a consumer credit report, if necessary.

Patient/Guarantor's Signature: _____ Date: ____/____/____

Spouse's Signature: _____ Date: ____/____/____

Section 5: Determination – Office Use Only

_____ % Approved Financial Assistance _____ Denied (Include Reason in Notes)

Notes: _____

Authorized Person's Signature: _____ Date: ____/____/____

Authorized Signer's Title _____

Instructions for Completing the Financial Assistance Form

Section 1. Patient/Guarantor Information

- Patient's Name: Clearly print on the blank line the first name, middle initial, and last name of the patient or guarantor.
- Patient's Date of Birth: Clearly print on the blank line your date of birth.
- Patient's Marital Status: Clearly print single or married.
- Guarantor's Address: Clearly print on the blank line the address where you live including the city, state and zip.

Section 2: Spouse Information (may be skipped if you are single)

- Spouse's Name: Clearly print on the blank line the first name, middle initial, and last name of the patient or guarantor's spouse.
- Spouse's Address: Either clearly print on the blank line the address where your spouse resides or indicate "Same" if you and your spouse reside at the same address;
- Spouse's Date of Birth: Clearly print on the blank line your spouse's date of birth;

Section 3. Household Information

- Number of Dependents: Clearly print the number of dependents in your household you can claim on your taxes (children or adults who you financially provide more than 50% of their living expenses).
- Total Monthly Household Income: Clearly print the amount of income from all sources your household (yourself, your spouse, and dependents) receives monthly (including but not limited to wages, profits from business, rental income from rental properties, social security income (SSI/SSDI), income from investments, estates, trusts, alimony, child support, aid to dependent children, etc.)

Section 4. Acknowledgement

- Form must be signed by Patient/Guarantor, and if married then Spouse must sign.

Patient Rights and Responsibilities

As a hospice provider, we have an obligation to protect your rights and to provide these rights to you or your representative verbally and in writing in a language and manner you can understand, during the initial assessment visit before care is provided and on an ongoing basis, as needed.

YOUR RIGHTS

YOU HAVE THE RIGHT TO:

- Exercise your rights as a hospice patient without discrimination or reprisal for doing so. Your court-appointed representative or the legal representative you have selected in accordance with state law may exercise these rights for you in the event that you are not competent or able to exercise them for yourself.
- Receive information about organization ownership and control.
- Have a relationship with our staff that is based on honesty and ethical standards of conduct and to have ethical issues addressed. You have the right to be informed of any financial benefit we receive if we refer you to another organization, service, individual or other reciprocal relationship.
- Be free from mistreatment, neglect, verbal, mental, sexual and physical abuse, corporal punishment, injuries of unknown source and misappropriation of your property. All mistreatment, abuse, neglect, injury and exploitation complaints by anyone furnishing service on behalf of hospice are reported immediately by our staff to the hospice administrator. All reports will be promptly investigated and immediate action taken to prevent potential violations during our investigation. Hospice will take appropriate corrective action in accordance with state law. All verified violations will be reported to the appropriate state/local authorities (e.g., state survey and certification agency) within five (5) working days of becoming aware of the violation.
- Be free from physical and mental abuse, corporal punishment, restraint or seclusion of any form imposed as a means of coercion, discipline, convenience or retaliation by staff while receiving care in a hospice-operated inpatient facility.
- Be treated with respect and consideration; recognition of your individuality and dignity; to have cultural, psychosocial, spiritual and personal values, beliefs and preferences respected. You will not be discriminated against based on social status, political belief, sexual preference, race, color, religion, national origin, age, sex or handicap. Our staff is prohibited from accepting gifts or borrowing from you.
- Have access to interpreters as indicated and necessary to ensure accurate communication.
- Voice grievances/complaints or recommend changes in policy, staff or service/care regarding treatment or care that is (or fails to be) furnished and the lack of respect for property by anyone who is furnishing services on behalf of the hospice without fear of coercion, discrimination, restraint, interference, reprisal or an unreasonable interruption in care, treatment or services for doing so.

The organization must document both the existence of a complaint and the resolution of the complaint. Our complaint resolution process is explained in our Problem Solving Procedure.

- Be advised when you are accepted for treatment or care, of the availability of the state's toll-free home care/hospice hotline number, its purpose and hours of operation. The hotline receives complaints or questions about local home care/hospice agencies and is also used to lodge complaints concerning the implementation of the advance directives requirements. The hotline operates 24 hours per day, 7 days per week. If voicemail answers, please leave a message and your call will be returned. The hotline may be reached at 1-866-247-9100. You may also submit your complaint to Washington State Department of Health, Phone 360.236.4700 or online to www.doh.wa.gov and locate the Contact US for Health System Quality Assurance.

DECISION MAKING - YOU HAVE THE RIGHT TO:

- Choose your attending physician and other health care providers and communicate with those providers.
- Be fully informed in advance about the services/care covered under the Medicare or other hospice benefit, the scope of services hospice will provide, service limitations, name(s), disciplines and

responsibilities of staff members who are providing and responsible for your care, treatment or services, the planned frequency of visits proposed to be furnished, expected and unexpected outcomes, potential risks or problems and barriers to treatment.

- Be fully informed of your responsibilities.
- Be involved in developing your hospice plan of care; and to participate in changing the plan whenever possible and to the extent that you are competent to do so.
- Be advised of any change in your services or plan of care before the change is made.
- Have family involved in decision making as appropriate concerning your care, treatment and services, when approved by you or your surrogate decision maker and when allowed by law.
- Participate or refuse to participate in research, investigational or experimental studies or clinical trials. Your access to care, treatment and services will not be affected if you refuse or discontinue participation in research.
- Be fully informed by a physician of your medical condition, unless medically contraindicated.
- Formulate advance directives and receive written information about the agency's policies and procedures on advance directives; a description of applicable state law, including the withdrawal or withholding of treatment and/or life support, before care is provided. You will be informed if we cannot implement an advance directive on the basis of conscience.
- Have your wishes concerning end of life decisions addressed and to have health care providers comply with your advance directives in accordance with state laws. You have the right to receive care without conditions or discrimination based on the execution of advance directives.

• Accept, refuse or discontinue care, treatment and services without fear of reprisal or discrimination after being informed of the consequences for doing so. You may refuse part or all of care/services to the extent permitted by law; however, should you refuse to comply with the plan of care and your refusal threatens to compromise our commitment to quality care, then we or your physician may be forced to discharge you from our services and refer you to another source of care.

PRIVACY AND SECURITY - YOU HAVE THE RIGHT TO:

- Personal privacy and security during home care visits and to have your property and person treated with respect. Our visiting staff will wear proper identification so you can identify them.
- Restrict visitors or have unlimited contact with visitors and others and to communicate privately with these persons if you are residing in an inpatient hospice facility.
- Confidentiality of written, verbal and electronic protected health information including your medical records, information about your health, social and financial circumstances or about what takes place in your home.
- Refuse filming or recording or revoke consent for filming or recording of care, treatment and services for purposes other than identification, diagnosis or treatment.
- Access, request changes to and receive an accounting of disclosures regarding your own protected health information as permitted by law.
- Request us to release information written about you only as required by law or with your written authorization and to be advised of our policies and procedures regarding accessing and/or disclosure of clinical records. Our Notice of Privacy Practices describes your rights in detail.

FINANCIAL INFORMATION - YOU HAVE THE RIGHT TO:

- Be advised orally and in writing before care is initiated of our billing policies and payment procedures and the extent to which payment may be expected from Medicare, Medicaid, any other federally funded or aided program or other third party sources known to us; charges for services that will not be covered by Medicare; and the charges that you may have to pay.
- Be advised orally and in writing of any changes in payment, charges and patient payment liability as soon as possible when they occur but no later than 30 calendar days from the date that we become aware of a change.
- Have access to all bills, upon request, for the services you have received regardless of whether the bills are paid by you or another party.

QUALITY OF CARE - YOU HAVE THE RIGHT TO:

- Receive high quality, appropriate care by personnel who are qualified through education and experience to carry out the services for which they are responsible, without discrimination and in accordance with physician orders.
- Receive effective pain management and symptom control from the hospice for conditions related to your terminal illness(es). You also have the right to receive education about your role and your family's role in managing pain when appropriate, as well as potential limitations and side effects of pain treatments.
- Receive pastoral and other spiritual services.
- Have an environment that preserves dignity and contributes to a positive self-image.
- Be admitted only if we can provide the care you need. A qualified staff member will assess your needs. If you require care or services that we do not have the resources to provide, we will inform you, and refer you to alternative services, if available; or admit you, but only after explaining our care/service limitations and the lack of a suitable alternative.
- Receive emergency instructions and be told what to do in case of an emergency.

YOUR RESPONSIBILITIES

YOU HAVE THE RESPONSIBILITY TO:

- To cooperate with your primary doctor, program staff and other caregivers.
- Obtain medications, supplies and equipment ordered by your physician if they cannot be obtained or supplied by the hospice program.
- Sign the required consents and releases for insurance billing and provide insurance and financial records as requested
- Provide complete and accurate information to the best of your knowledge about your present complaints and past illness(es), hospitalizations, medications, allergies and other matters relating to your health.
- Remain under a doctor's care while receiving hospice services.
- Notify us of perceived risks or unexpected changes in your condition (e.g., hospitalization, changes in the plan of care, symptoms to be reported, pain, homebound status or change of physician).
- Follow the plan of care and instructions and accept responsibility for the outcomes if you do not follow the care, treatment or service plan.
- Ask questions when you do not understand about your care, treatment and service or other instruction about what you are expected to do. If you have concerns about your care or cannot comply with the plan, let us know.
- Report and discuss pain, pain relief options and your questions, worries and concerns about pain medication with staff or appropriate medical personnel.

NONDISCRIMINATION POLICY AND GRIEVANCE PROCESS	Effective: 3/1/2019
Governance and Leadership	



PURPOSE

To prevent organization personnel from discriminating against other personnel, patients, or other organizations on the basis of 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.

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, Continuum 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, Continuum 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, Continuum 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, Continuum 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 organization.

In accordance with other regulations, the organization 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 Continuum Care Hospice to comply with the regulations will be the Compliance Officer.
2. Continuum 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. The Clinical Director will maintain the list at each site and ensure its availability to personnel and volunteers. (See "[Facilitating Communication](#)" Policy and [Organization List of Interpreters](#) Form)
3. A copy of this policy will be posted in the reception area, given to each organization staff member, and sent to each referral source.
4. The following statement will be posted in the reception of the organization 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 organization'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 Continuum 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 60 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 Continuum within 15 days of receiving the Section 504 Coordinator's decision.
12. Continuum 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 Continuum 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 organization personnel will be informed of this process during their orientation process.
16. Continuum 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.

NONDISCRIMINATION POLICY AND GRIEVANCE PROCESS	Policy Number:
CHAP Standard(s): CI.7	
Federal Regulatory Citation: Section 1157 of the Affordable Care Act (ACA) of 2010	
State/Local Regulatory Citation:	
Dates Reviewed/Revised: 3/1/2019, 2/28/2020	

PURPOSE

To provide general guidelines for supporting hospice patients who live in a state with legal medical aid in dying regulations and who express interest in this option or who acquire life-ending medication per their state regulations.

POLICY

Continuum Care Hospice recognizes the patient's right to make choices that fit his/her personal goals of care, values and beliefs. That right extends to the legal right under various state laws such as California's End of Life Option Act and Washington State's Death with Dignity Act to end their lives with prescribed medication. No patient will be denied Continuum Care Hospice services based on interest or active participation in these Acts.

Current hospice patients who express interest in these Acts will be given the opportunity to explore their reasons further with the interdisciplinary team. Hospice staff members and volunteers will be helped to explore their own beliefs and values and will be educated in responding respectfully to patients.

Staff members or volunteers who prefer for their own personal reasons not to work with patients who intend to pursue or participate in a state's medical aid in dying act will be allowed to opt out of providing care.

PROCEDURE

1. All staff will be provided education on their state's respective medical aid in dying act and the agency's policy. The following will be reviewed with all staff:
 - A. Patients Rights as relates to their state's respective medical aid in dying act
 - B. Agency position
 - C. Continuum Care Hospice physician involvement
 - D. Employee/Volunteer rights
2. Continuum Care Hospice's management team recognizes that each individual employee/volunteer will need to thoughtfully consider whether it is within their personal ability, values and beliefs to provide care for patients who are requesting medication to hasten death. It is not the intent of Continuum Care to assume staff/volunteer involvement. It is the employees' or volunteers' responsibility to inform their manager of concerns or reluctance around caring for patients who are requesting to participate in their state's respective medical aid in dying act.
3. Employees/volunteers who choose to opt out of providing care will request a reassignment from their supervisor. These employees/volunteers will work to ensure patients do not feel devalued or abandoned.

4. No employee or volunteer shall attempt to influence in any way another employee or volunteer in his/her beliefs or opinions regarding their state's respective medical aid in dying act. The agency will fully respect the personal beliefs of all employees and volunteers without question or discrimination.

ADDENDUM

WASHINGTON DEATH WITH DIGNITY ACT

CONTINUUM CARE HOSPICE PROTOCOL

General Statement

Continuum Care Hospice (Continuum) continues to recognize its mission to support patients and families through the end of life, allowing patients to control their own journey as long as physically/mentally able. Continuum elects to follow a “partial participation stance” with the Washington Death with Dignity Act.

Partial participation stance is defined as:

The agency's medical staff may not serve as attending physicians under the Act, but may serve as consulting physicians. Agency staff will refer patients to an outside resource, such as Death with Dignity.org or Compassion & Choices.org, for guidance throughout the process.

Provision

No Continuum Care employee, volunteer or physician under contract will provide, deliver, administer, or assist with the administration of any medication to a Continuum patient that is intended as life-ending medication. No Continuum employee, volunteer or physician under contract may serve as a witness on the written request for life-ending medication.

Patients

- Continuum will not refuse to admit or continue to care for patients who openly declare their interest in the Death with Dignity option.
- Patients will be encouraged to share with their family members their interest and feelings in regards to the Death with Dignity medication.
- Continuum employees will continue to honor and not violate a patient's right to confidentiality by informing the patient's family against the wishes of the patient.

Continuum Care Physicians

- Physicians under contract with Continuum will not prescribe life-ending medication for patients receiving hospice services through Continuum Care Hospice.

- A Continuum contracted physician may serve as a “consulting physician” for patients as defined in the Act.
 - **“Consulting physician”** means a physician who is independent from the attending physician and who is qualified by specialty or experience to make a professional diagnosis and prognosis regarding an individual’s terminal disease.

○

Employees/Volunteers

- No employee of Continuum will encourage or discourage a patient’s request nor communicate a value judgment about the patient’s choices as related to the Death with Dignity Act
- Hospice team members may offer general information and education about the Death with Dignity Act upon patient or family request.
- Upon patient or family request, hospice team members may choose to be present at time of the self-administration of the medication and remain to support the patient and family through the death. If the team member chooses not to be present, Continuum will offer the patient and family other team members to be present so there will always be support as the patient and family desire.

Exhibit 6
Financials and Assumptions

Hospice ProForma
Continuum Care of Snohomish (Pierce Only)

Continuum Hospice

	2023	2024	2025
Admissions	231	316	413
ALOS	62.12	62.12	62.12
Average Daily Census	39.31	53.78	70.29
Total Days	<u>14,349.72</u>	<u>19,629.92</u>	<u>25,655.56</u>
General Inpatient Care	20.00	27.00	36.00
Inpatient Respite Care	1.00	2.00	3.00
Routine Home Care	14,328.00	19,600.00	25,617.00
Continuous Home Care	-	-	-
Total Days by LOC	<u>14,349</u>	<u>19,629</u>	<u>25,656</u>

Revenue

	65% at 1-60 days/35% ALOS > 60 Days	65% at 1-60 days/35% ALOS > 60 Days	65% at 1-60 days/35% ALOS > 60 Days
Medicare	2,693,966	3,685,124	4,817,428
Medicaid	119,397	163,328	213,479
Commercial	179,151	245,066	320,316
Self Pay & Other	48,224	65,968	86,219
Gross Revenue	<u>3,040,738</u>	<u>4,159,486</u>	<u>5,437,442</u>

Contractual Adjustments	<u>(106,426)</u>	<u>(145,582)</u>	<u>(190,310)</u>
Operating Reven	<u>2,934,312</u>	<u>4,013,904</u>	<u>5,247,131</u>

Aveg. Daily Rate	<u>\$ 204.49</u>	<u>\$ 204.48</u>	<u>\$ 204.52</u>
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Non-Operating Revenue

Deductions from Revenue

Charity Care	(48,224)	(65,968)	(86,219)
Provision for Bad Debts	<u>(57,722)</u>	<u>(78,959)</u>	<u>(103,218)</u>
Deductions from Revenue	<u>(105,946)</u>	<u>(144,926)</u>	<u>(189,437)</u>

TOTAL REVENUE	<u>2,828,366</u>	<u>3,868,978</u>	<u>5,057,694</u>
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Hospice ProForma
Continuum Care of Snohomish

Continuum Hospice

2022 Includes Pier Snohomish Only Snohomish Only Snohomish Only

	2022	2023	2024	2025
Admissions	858	501	576	662
ALOS	57.00	62.12	62.12	62.12
Average Daily Census	133.99	85.27	98.03	112.67
Total Days	48,906.00	31,122.12	35,781.12	41,123.44
General Inpatient Care	68.00	44.00	50.00	58.00
Inpatient Respite Care	5.00	3.00	4.00	4.00
Routine Home Care	48,833.00	31,075.00	35,727.00	41,062.00
Continuous Home Care	-	-	-	-
Total Days by LOC	48,906	31,122	35,781	41,124
Revenue				
	65% at 1-60 days/35% ALOS > 60 Days	65% at 1-60 days/35% ALOS > 60 Days	65% at 1-60 days/35% ALOS > 60 Days	65% at 1-60 days/35% ALOS > 60 Days
Medicare	9,182,254	5,843,889	6,718,343	7,721,877
Medicaid	406,937	258,963	297,727	342,188
Commercial	610,593	388,566	446,726	513,442
Self Pay & Other	164,357	104,589	120,246	138,202
Gross Revenue	10,364,141	6,596,007	7,583,042	8,715,710
Contractual Adjustments	(362,745)	(230,860)	(265,406)	(305,050)
Operating Revenue	10,001,396	6,365,147	7,317,635	8,410,660
Aveg. Daily Rate	\$ 204.50	\$ 204.52	\$ 204.51	\$ 204.52
Non-Operating Revenue		-	-	
Deductions from Revenue				
Charity Care	(164,357)	(104,589)	(120,246)	(138,202)
Provision for Bad Debts	(196,741)	(125,211)	(143,948)	(165,449)
Deductions from Revenue	(361,098)	(229,800)	(264,194)	(303,652)
TOTAL REVENUE	9,640,298	6,135,347	7,053,441	8,107,009

	2022	2023	2024	2025
Patient Care Costs				
Salaries and Benefits				
Hospice Employees	3,149,241	2,060,916	2,440,520	2,889,050
Payroll Taxes and Benefits	661,341	432,792	512,509	606,701
Total Salaries and Benefits	3,810,582	2,493,709	2,953,029	3,495,751
Medical Director (Contracted)	184,235	117,241	134,792	154,917
Contracted Services	2,934	1,867	2,147	2,467
Pharmacy - Medications & IV Supplies & Lab	327,670	208,517	239,733	275,531
DME Costs (Equipment, oxygen)	48,915	276,986	318,451	366,004
Medical Supplies	221,055	140,671	161,730	185,880
Other Direct Costs	8,177	5,204	5,983	6,876
General Inpatient Costs	63,882	41,336	46,972	54,488
Inpatient Respiste Costs	2,595	1,557	2,076	2,076
5% R&B Expense	20,829	22,125	25,437	40,929
Mileage	130,993	83,360	95,839	110,148
Total Patient Care Costs	4,821,868	3,392,572	3,986,188	4,695,066
Administrative and Facility Costs				
Salaries				
Administrative Employees	1,546,000	1,307,715	1,438,322	1,589,524
Payroll Taxes and Benefits	324,660	274,620	302,048	333,800
Total Salaries and Benefits	1,870,660	1,582,335	1,740,369	1,923,324
Advertising	34,887	22,201	25,524	29,335
Auto (cars, gas, pking, tolls)+ Admin Mileage	33,930	21,592	24,824	28,531
Amortization	7,253	7,253	7,253	7,253
Bank svc charges	145	93	106	122
Payroll svcs & Recruiting	155,359	98,865	113,666	130,637
Background Screening/Pre Emp Health	2,520	23,851	27,422	31,516
Business Licenses and Permits	10,642	6,772	7,786	8,948
Computer and internet	6,120	3,895	4,478	5,146
Dues & Subs	7,796	4,961	5,704	6,555
Insurance	79,384	51,179	58,933	67,172
Contracted Administrative Services	95,000	61,598	56,179	51,728
Operating Costs	18,638	19,756	20,942	22,198
Legal & Prof fees	89,324	31,388	36,087	41,475
Meals and Entertainment	10,126	6,444	7,409	8,515
Office exp and supplies	100,900	64,209	73,821	84,843
Apportioned Rent & Operating Exp		(13,812)	(14,527)	(15,167)
Rent	51,815	53,587	56,196	58,339
Repairs/Maintenance/Janatorial	2,783	2,716	2,734	2,754
Software	42,055	31,126	33,989	37,272
Taxes (Includes B&O and Permits)	173,525	110,436	126,962	145,926
Phone	83,374	53,057	60,999	70,107
Travel	11,800	7,509	8,633	9,922
Uniforms		-	-	-
Allocated Regional Office	-	(223,530)	(175,083)	(195,569)
Miscellaneous	10,174	4,451	5,700	6,376
Total Other Admin Costs	1,027,551	449,598	575,738	643,935
Total Administrative Costs	2,898,211	2,031,933	2,316,107	2,567,259
Total Costs	7,720,079	5,424,505	6,302,295	7,262,325
Income (Loss) from Operations.	1,920,220	710,841	751,146	844,684

	2023	2024	2025
Patient Care Costs			
Salaries and Benefits			
Hospice Employees	919,390	1,338,896	1,802,383
Payroll Taxes and Benefits	193,072	281,168	378,500
Total Salaries and Benefits	1,112,462	1,620,065	2,180,884
Medical Director (Contracted)	54,057	73,948	96,648
Contracted Services	861	1,178	1,539
Pharmacy - Medications &			
IV Supplies & Lab	96,138	131,514	171,895
DME Costs (Equipment, oxygen)	127,706	174,698	228,338
Medical Supplies	64,857	88,723	115,965
Other Direct Costs	2,399	3,282	4,290
General Inpatient Costs	18,789	25,365	33,820
Inpatient Respite Costs	519	1,038	1,557
5% R&B Expense	10,201	13,955	25,534
Mileage	38,435	52,578	68,718
Total Patient Care Costs	1,526,426	2,186,344	2,929,188
Administrative and Facility Costs			
Salaries			
Administrative Employees	363,590	509,762	656,183
Payroll Taxes and Benefits	76,354	107,050	137,798
Total Salaries and Benefits	439,944	616,813	793,981
Advertising	10,236	14,003	18,301
Auto (cars, gas, parking, tolls)+	9,956	13,619	17,799
Amortization	-	-	-
Bank svc charges	43	58	76
Payroll svcs & Recruiting	45,585	62,358	81,500
Background Screening/Pre E	10,997	15,044	19,662
Business Licenses and Permits	3,122	4,271	5,583
Computer and internet	1,796	2,456	3,210
Dues & Subs	2,287	3,129	4,090
Insurance	22,882	31,617	41,230
Contracted Administrative Services	28,402	30,821	32,272
Operating Costs (included in	-	-	-
Legal & Prof fees	14,472	19,798	25,875
Meals and Entertainment	2,971	4,065	5,312
Office exp and supplies	29,605	40,499	52,931
Rent & Operating Costs Allocated	13,812	14,527	15,167
Repairs/Maintenance/Janitorial	2,653	2,673	2,695
Software	20,819	24,063	27,766
Taxes (Includes B&O and Property)	50,911	69,642	91,038
Phone	24,463	33,465	43,737
Travel	3,462	4,736	6,190
Uniforms	-	-	-
Allocated Regional Office	224,131	175,083	195,569
Miscellaneous	2,985	3,908	4,944
Total Other Admin Costs	525,590	569,834	694,948
Total Administrative Costs	965,534	1,186,647	1,488,929
Total Costs	2,491,960	3,372,991	4,418,116
Income (Loss) from Operations	336,406	495,987	639,577

**Continuum Care of Snohomish Pierce-Branch
Financial Assumptions**

Revenue Rates:

Level of Care	2021 Medicare Rates	2021 Medicaid Rates
1-60 days	224.38	224.38
61+	177.32	177.32
Cont HC (per hr)	68.10	68.10
Respite	518.92	518.92
GIP	1174.31	1174.31
R&B Rate	284.36	

*R&B Rate is based on Medicaid Rate for Pierce County SNF Rates

Line Item	Assumption
Rounding	For reporting of numbers, Continuum used hundredth place rounding function in excel. So when manually calculating using numbers reflective to the hundredths (i.e. 0.0X) place, there may be immaterial differences in the results due to this rounding.
Contractual Adjustments	Approximately 3.5% of total gross revenue.
Charity/Indigent Care	Assume 100% Self Pay & Other -
Bad Debt	2% of total operating revenue reduced by charity care.
Salaries and Benefits	Based on FTE and staffing, benefits are assumed to be 21% of salaries.
Medical Director	Medical Director costs assumed at \$1,375 per ADC per Year, the medical director agreement is based upon hours worked and, it has been assumed that this will increase proportionately with the increase in census even though it is unlikely that the increase in compensation would be nonlinear.
Contracted Services	For PT/OT/SP/RT/Nurse/dietician/IV services; assumed to be \$0.06/per patient day (PPD). Continuum has not previously experienced contracting for Nurse services as we utilize part time staff; however, we have contracts in place for contingency.
Pharmacy	Assumed to be \$6.7/PPD

Line Item	Assumption
DME	Assumed to be \$8.9/PPD
Medical Supplies	Assumed to be \$4.52/PPD
Other Direct Expenses	Assumed to be \$5.09 per patient per month (includes ambulance, chemotherapy, imaging, lab, radiation, transport)
General Inpatient Costs	Assumed GIP expense at 80% of the GIP rate, or \$939.45 PPD.
Inpatient Respite Costs	Pass thru cost. Assumed no Respite costs prior to 2023
5% room and board expense for Medicaid patients in nursing homes receiving routine care	3% of total patient days will be eligible for room and board pass through for 2022, 5% for 2023 & 2024, and 7% for 2025 will be Room and Board. Room and Board rate assumed to be \$284.36 and is based on the State of Washington, DSHS/Aging and Disability Services Administration Current Rate Report Run Date: Jan 19, 2022 using Pierce County average nursing home Medicaid rate. Assumes Medicaid reimburses 95% of the rate. Assume no increase in the rate.
Clinical Mileage	Assumed 81.47 X ADC X 12 Months
Administrative & Facility Costs	Non direct clinical staff including but not limited to Volunteer Coordinator, Bereavement Coordinator, Clinical Director, Office Management, Administrator, Intake/Med Records, Team Coordinator, Marketing, Clinical Manager. Benefits are estimated at 21% of salary.
Rent	Rent is an allocation of 1,000 square feet in Snohomish. Meeting space and administrative offices are inclusive of the apportionment. While most of Pierce's administrative staff will work remote, the shared resources will utilize Snohomish office space. Specific detail by month and year is included with these assumptions.
Advertising	Assumed to be \$21.70 per patient per month.
Amortization	No Amortization costs applicable to Pierce
Bank Service Charges	Assumed to be \$0.09 per patient per month
Payroll Services & Recruiting	Assumed to be \$96.60 per patient per month

Line Item	Assumption
Background Screening	Assumed to be \$23.31 per patient per month
Business licenses and permits	Assumed to be \$6.62 per patient per month
Computer / Internet	Assumed to be \$3.81 per patient per month
Dues/Subscriptions	Assumed to be \$4.85 per patient per month
Insurance	Based upon current experiences in Snohomish County with State Workers Compensation and other insurance policies. Worker's Comp rates are based on Employee Hours by Job Classification.
Contracted Administrative services	Continuum will use Affinity Health Management (vendor) to provide accounting and other overhead services. The agreement included in Exhibit 8 details the fee schedule.
Operating Costs (lease)	Operating Costs are included in Rental Allocation and are based on 1000 square feet.
Legal, Professional Services	Assumed to be \$30.68 per patient per month
Office Expenses & Supplies	Assumed to be \$62.75 per patient per month.
Repairs, Maintenance, Janitorial	Assumed to be \$.11 per patient per month plus additional \$50 per week to cover cleaning, sanitizing and items excluded from leases. Note: Staff do perform daily and as needed cleaning of the office. (cleaning/sanitizing prior to this is minimal and performed by staff, no additional costs anticipated and otherwise would be included in miscellaneous if occurred).
Software	Assumed licensure fees of \$45/month per user (user determined by ADC/2.4), plus additional \$12,000 to software costs.
Taxes and Permits	Assumed to be .018 X Total Revenue
Phone	Assumed to be \$51.85 per patient per month

Line Item	Assumption
Travel	Assumed to be \$7.34 per patient per month
Meals	Assumed to be \$6.30 per patient per month.
Administrative Mileage and Travel	Assumed to be 21.10 per patient per month
Miscellaneous	Estimated 1% of indirect costs (Advertising, Bank charges, Payroll Services, Background Screening, Business Licenses and Permits, Computer & Internet, Dues & Subscriptions, Insurance, Legal & Professional. Office Expenses & Supplies, Rent, Operating Expenses, Repairs/Maintenance/Janitorial, software, Taxes, Phone, Travel, and Uniforms). To cover unplanned expenses, and atypical expenses, such as but not limited to After Hours maintenance fees, additional fees and expenses related to COVID, overages on utilities, increases in or new taxes and licensing fees, Meals/Snacks, seminar. etc.

Rent/Lease Property Schedule

Month	Security Deposit	RENT	Operating Expense Using Actual & 6% CAP Roll Forward	Lease Cost Prior to Estimates for CAP/Cushion	Total Estimated Lease Cost	Price Per Square	Pierce Share 1000 sq ft
Jan-22	\$	4,207.25	\$ 1,553.16	\$ 5,760.41	\$ 5,760.41	\$ 1.08	\$ 1,084.82
Feb-22	\$	4,280.84	\$ 1,553.16	\$ 5,834.00	\$ 5,834.00	\$ 1.10	\$ 1,098.68
Mar-22	\$	4,280.84	\$ 1,553.16	\$ 5,834.00	\$ 5,834.00	\$ 1.10	\$ 1,098.68
Apr-22	\$	4,280.84	\$ 1,553.16	\$ 5,834.00	\$ 5,834.00	\$ 1.10	\$ 1,098.68
May-22	\$	4,280.84	\$ 1,553.16	\$ 5,834.00	\$ 5,834.00	\$ 1.10	\$ 1,098.68
Jun-22	\$	4,354.92	\$ 1,553.16	\$ 5,908.08	\$ 5,908.08	\$ 1.11	\$ 1,112.63
Jul-22	\$	4,354.92	\$ 1,553.16	\$ 5,908.08	\$ 5,908.08	\$ 1.11	\$ 1,112.63
Aug-22	\$	4,354.92	\$ 1,553.16	\$ 5,908.08	\$ 5,908.08	\$ 1.11	\$ 1,112.63
Sep-22	\$	4,354.92	\$ 1,553.16	\$ 5,908.08	\$ 5,908.08	\$ 1.11	\$ 1,112.63
Oct-22	\$	4,354.92	\$ 1,553.16	\$ 5,908.08	\$ 5,908.08	\$ 1.11	\$ 1,112.63
Nov-22	\$	4,354.92	\$ 1,553.16	\$ 5,908.08	\$ 5,908.08	\$ 1.11	\$ 1,112.63
Dec-22	\$	4,354.92	\$ 1,553.16	\$ 5,908.08	\$ 5,908.08	\$ 1.11	\$ 1,112.63
	\$ -	\$ 51,815.05	\$ 18,637.92	\$ 70,452.97	\$ 70,452.97		\$ 13,267.98
Jan-23	\$	4,354.92	\$ 1,646.35	\$ 6,001.27	\$ 6,001.27	\$ 1.13	\$ 1,130.18
Feb-23	\$	4,428.50	\$ 1,646.35	\$ 6,074.85	\$ 6,074.85	\$ 1.14	\$ 1,144.04
Mar-23	\$	4,428.50	\$ 1,646.35	\$ 6,074.85	\$ 6,074.85	\$ 1.14	\$ 1,144.04
Apr-23	\$	4,428.50	\$ 1,646.35	\$ 6,074.85	\$ 6,074.85	\$ 1.14	\$ 1,144.04
May-23	\$	4,428.50	\$ 1,646.35	\$ 6,074.85	\$ 6,074.85	\$ 1.14	\$ 1,144.04
Jun-23	\$	4,502.58	\$ 1,646.35	\$ 6,148.93	\$ 6,148.93	\$ 1.16	\$ 1,157.99
Jul-23	\$	4,502.58	\$ 1,646.35	\$ 6,148.93	\$ 6,148.93	\$ 1.16	\$ 1,157.99
Aug-23	\$	4,502.58	\$ 1,646.35	\$ 6,148.93	\$ 6,148.93	\$ 1.16	\$ 1,157.99
Sep-23	\$	4,502.58	\$ 1,646.35	\$ 6,148.93	\$ 6,148.93	\$ 1.16	\$ 1,157.99
Oct-23	\$	4,502.58	\$ 1,646.35	\$ 6,148.93	\$ 6,148.93	\$ 1.16	\$ 1,157.99
Nov-23	\$	4,502.58	\$ 1,646.35	\$ 6,148.93	\$ 6,148.93	\$ 1.16	\$ 1,157.99
Dec-23	\$	4,502.58	\$ 1,646.35	\$ 6,148.93	\$ 6,148.93	\$ 1.16	\$ 1,157.99
	\$ -	\$ 53,586.98	\$ 19,756.20	\$ 73,343.18	\$ 73,343.18	\$ 13.81	\$ 13,812.27
Jan-24	\$	4,502.58	\$ 1,745.13	\$ 6,247.71	\$ 6,247.71	\$ 1.18	\$ 1,176.59
Feb-24	\$	4,576.16	\$ 1,745.13	\$ 6,321.29	\$ 6,321.29	\$ 1.19	\$ 1,190.45
Mar-24	\$	4,576.16	\$ 1,745.13	\$ 6,321.29	\$ 6,321.29	\$ 1.19	\$ 1,190.45
Apr-24	\$	4,576.16	\$ 1,745.13	\$ 6,321.29	\$ 6,321.29	\$ 1.19	\$ 1,190.45
May-24	\$	4,576.16	\$ 1,745.13	\$ 6,321.29	\$ 6,321.29	\$ 1.19	\$ 1,190.45

Month	Security Deposit	RENT	Operating Expense Using Actual & 6% CAP Roll Forward	Lease Cost Prior to Estimates for CAP/Cushion	Total Estimated Lease Cost	Price Per Square	Pierce Share 1000 sq ft
Jun-24	\$	4,650.25	\$ 1,745.13	\$ 6,395.38	\$ 6,395.38	\$ 1.20	\$ 1,204.40
Jul-24	\$	4,789.76	\$ 1,745.13	\$ 6,534.89	\$ 6,534.89	\$ 1.23	\$ 1,230.68
Aug-24	\$	4,789.76	\$ 1,745.13	\$ 6,534.89	\$ 6,534.89	\$ 1.23	\$ 1,230.68
Sep-24	\$	4,789.76	\$ 1,745.13	\$ 6,534.89	\$ 6,534.89	\$ 1.23	\$ 1,230.68
Oct-24	\$	4,789.76	\$ 1,745.13	\$ 6,534.89	\$ 6,534.89	\$ 1.23	\$ 1,230.68
Nov-24	\$	4,789.76	\$ 1,745.13	\$ 6,534.89	\$ 6,534.89	\$ 1.23	\$ 1,230.68
Dec-24	\$	4,789.76	\$ 1,745.13	\$ 6,534.89	\$ 6,534.89	\$ 1.23	\$ 1,230.68
	\$ -	\$ 56,196.03	\$ 20,941.56	\$ 77,137.59	\$ 77,137.59	\$ 14.53	\$ 14,526.85
Jan-25	\$	4,789.76	\$ 1,849.84	\$ 6,639.60	\$ 6,639.60	\$ 1.25	\$ 1,250.40
Feb-25	\$	4,789.76	\$ 1,849.84	\$ 6,639.60	\$ 6,639.60	\$ 1.25	\$ 1,250.40
Mar-25	\$	4,789.76	\$ 1,849.84	\$ 6,639.60	\$ 6,639.60	\$ 1.25	\$ 1,250.40
Apr-25	\$	4,789.76	\$ 1,849.84	\$ 6,639.60	\$ 6,639.60	\$ 1.25	\$ 1,250.40
May-25	\$	4,789.76	\$ 1,849.84	\$ 6,639.60	\$ 6,639.60	\$ 1.25	\$ 1,250.40
Jun-25	\$	4,789.76	\$ 1,849.84	\$ 6,639.60	\$ 6,639.60	\$ 1.25	\$ 1,250.40
Jul-25	\$	4,933.45	\$ 1,849.84	\$ 6,783.29	\$ 6,783.29	\$ 1.28	\$ 1,277.46
Aug-25	\$	4,933.45	\$ 1,849.84	\$ 6,783.29	\$ 6,783.29	\$ 1.28	\$ 1,277.46
Sep-25	\$	4,933.45	\$ 1,849.84	\$ 6,783.29	\$ 6,783.29	\$ 1.28	\$ 1,277.46
Oct-25	\$	4,933.45	\$ 1,849.84	\$ 6,783.29	\$ 6,783.29	\$ 1.28	\$ 1,277.46
Nov-25	\$	4,933.45	\$ 1,849.84	\$ 6,783.29	\$ 6,783.29	\$ 1.28	\$ 1,277.46
Dec-25	\$	4,933.45	\$ 1,849.84	\$ 6,783.29	\$ 6,783.29	\$ 1.28	\$ 1,277.46
	\$ -	\$ 58,339.26	\$ 22,198.08	\$ 80,537.34	\$ 80,537.34	\$ 15.17	\$ 15,167.11

Historical Continuum Care of Snohomish Financials (2021)

Census, Avg for 2021 **110.25**

	Total
Income	
4000 Medicare Income	0.00
GIP Income	44,859.75
Medicare - sequestration	-906.05
Medicare - SIA	53,808.07
Medicare Income - Routine Care	6,619,319.43
Respite Income	2,636.20
small balance adj.	14.40
Total 4000 Medicare Income	\$ 6,719,731.80
4100 Medicaid	0.00
Medicaid - Room and Board	28,994.56
Medicaid - Routine	40,803.04
Total 4100 Medicaid	\$ 69,797.60
4200 Private Insurance	500,783.58
4300 Managed Medicaid	7,297.02
Charity	392.14
Self Pay	4,542.92
Total Income	\$ 7,302,545.06
Gross Profit	\$ 7,302,545.06
Expenses	
5000 Clinical Salaries & Benefits	0.00
Chaplain	147,889.93
401K EE Contributions	4,277.98
401K ER Match	3,217.00
ER Taxes	12,726.58
Health Insurance	0.00
Dental/Vision/Life	-583.82
Medical	-3,642.15
Total Health Insurance	-\$ 4,225.97
Total Chaplain	\$ 163,885.52
Clinical Mileage	108,515.00
Home Health Aide	343,451.34
ER Taxes	31,245.33
Health Insurance	0.00
Dental/Vision/Life	-2,224.77
Medical	-12,118.45
Total Health Insurance	-\$ 14,343.22
Total Home Health Aide	\$ 360,353.45
Master of Social work	154,361.72
ER taxes	13,532.31
Health Insurance	0.00
Dental/Vision/Life	-1,331.74
Medical	-7,836.08
Total Health Insurance	-\$ 9,167.82
Total Master of Social work	\$ 158,726.21

Registered Nurses	1,470,061.29
401K EE Contributions	14,458.85
401K ER Match	2,832.85
ER taxes	128,185.36
Health Insurance	-4.38
Dental/Vision/Life	-8,343.94
Medical	-40,411.46
Total Health Insurance	-\$ 48,759.78
Total Registered Nurses	\$ 1,566,778.57
Total 5000 Clinical Salaries & Benefits	\$ 2,358,258.75
51000 Durable Medical Equipment	0.00
Formulary	238,353.22
Total 51000 Durable Medical Equipment	\$ 238,353.22
52000 Medical Supplies	0.00
Non-formulary	74,172.58
PPD Formulary	110,651.53
Total 52000 Medical Supplies	\$ 184,824.11
53000 Pharmacy	0.00
Infusion Pharmacy	0.00
Formulary	202,361.83
Non-formulary	3,856.77
Total Infusion Pharmacy	\$ 206,218.60
Total 53000 Pharmacy	\$ 206,218.60
54000 Other Direct Cost	0.00
Ambulance Transport	1,069.60
Imaging	507.76
Infusion	346.75
Total 54000 Other Direct Cost	\$ 1,924.11
67700 Small Medical Equipment	2,800.00
Advertising and Promotion	28,900.99
Ask My Accountant	-395,683.68
Background Screening	31,049.79
Bank Charges & Fees	120.44
401K Fees	314.90
Payroll Services	5,201.81
Total Bank Charges & Fees	\$ 5,637.15
Car & Truck	0.00
Gas	847.36
Parking	190.45
Total Car & Truck	\$ 1,037.81
Computers and Internet	1,423.56
Dental Insurance	52,035.29
Dues and Subscription	6,458.40
Events	0.00
Graphic Design	0.00
Insurance	454,602.95
General & Professional	124,444.87

Workers Comp	41.06
Total Insurance	\$ 579,088.88
Internet Expense	3,646.36
Laboratory Expenses	2,050.18
Legal & Professional Services	490.00
Accounting	1,500.00
Billing	5,287.12
Consulting	31,539.10
Healthcare Consulting	2,045.00
Total Legal & Professional Services	\$ 40,861.22
Management Fees	0.00
Meals & Entertainment	8,388.90
Medical Records	7,221.21
Office Expense	11,020.78
Copier	8,491.07
Software	19,828.99
Total Office Expense	\$ 39,340.84
Office Supplies	55,357.10
Payroll Expenses	9,797.53
1099 Contractor	168,671.50
401K ER MATCH	855.81
401K Expense	31,214.37
Dental/Vision/Life	-2,906.07
ER Taxes	48,983.41
Gross Wages	558,576.45
Health Insurance	-25,658.85
Marketing Wages	372,327.85
401K EE Contributions	16,288.82
401K ER Match	4,738.33
ER Taxes	31,313.23
Health Insurance	0.00
Dental/Vision/Life	-1,632.02
Medical	-10,699.10
Total Health Insurance	-\$ 12,331.12
Total Marketing Wages	\$ 412,337.11
Mileage Reimb	27,070.68
Total Payroll Expenses	\$ 1,228,941.94
Permits and Licenses	8,816.00
Postage and Delivery	1,497.82
Recruiting	123,186.98
Rent & Lease	40,979.50
Repairs & Maintenance	150.00
Taxes & Licenses	500.00
Business and occupation tax	16,367.79
PTET Tax	6,000.00
Total Taxes & Licenses	\$ 22,867.79
Telephone	56,504.54

eFax		12,565.03
Total Telephone	\$	69,069.57
Travel		550.97
Car Rental		2,033.66
Flights		1,045.00
Lodging		5,915.63
Tolls		230.00
Total Travel	\$	9,775.26
Total Expenses	\$	4,964,477.65
Net Operating Income	\$	2,338,067.41
Other Income		
Other Income		0.00
HRSA Grant income		44,499.83
Total Other Income	\$	44,499.83
Total Other Income	\$	44,499.83
Other Expenses		
Room and Board Actual Expense		30,520.59
GIP Expense		35,887.80
Respite		2,636.20
Total Room and Board Actual Expense	\$	69,044.59
Total Other Expenses	\$	69,044.59
Net Other Income	-\$	24,544.76
Net Income	\$	2,313,522.65

Exhibit 7
Medical Director Agreement

PROFESSIONAL SERVICES AGREEMENT MEDICAL DIRECTOR

This Agreement is made this 22nd day of October, effective as of December 1, 2019, by and between CONTINUUM CARE OF SNOHOMISH, LLC ("ORGANIZATION") and Swenson Healthcare, PLLC, a professional limited liability company organized and existing under the laws of the State of Washington, Dr. Don Nguyen ("MEDICAL DIRECTOR(S)").

1. PURPOSE

CONTINUUM CARE OF SNOHOMISH, LLC desires to engage a qualified physician to act as MEDICAL DIRECTOR for their hospice care program. MEDICAL DIRECTOR is a physician qualified by virtue of training and experience in the practice of medicine or osteopathy, is licensed as a doctor of medicine or osteopathic physician in the State of Washington, meets the requirements for membership on the medical staff of CONTINUUM CARE OF SNOHOMISH, LLC and is Board Certified in a related specialty.

2. OBLIGATIONS OF MEDICAL DIRECTOR

2.1 Status and Membership. MEDICAL DIRECTOR 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 automatic termination of this Agreement as set forth in Section 5.

- (a) MEDICAL DIRECTOR will be licensed as a doctor of medicine or osteopathy in the State of Washington without restriction or subject to any disciplinary or corrective action and is Board Certified in a related specialty;
- (b) MEDICAL DIRECTOR shall have experience in hospice or palliative care or meet the minimum applicable training requirements in end of life care as determined by hospice policies and/or position description.
- (c) MEDICAL DIRECTOR will be a member in good standing of the active category of the Washington Medical Board without restriction or subject to any disciplinary or corrective action; and
- (d) MEDICAL DIRECTOR will abide by the Bylaws and Rules and Regulations of Continuum Care Snohomish, LLC and the medical staff; by the policies and procedures of CONTINUUM CARE OF SNOHOMISH, LLC; and in direct compliance with all state, federal, local and CHAP rules, regulations, and standards.

2.2. Duties and Responsibilities of MEDICAL DIRECTOR.

- (a) MEDICAL DIRECTOR is responsible for the submission to CONTINUUM CARE OF SNOHOMISH, LLC of documentation of services provided as appropriate.
- (b) MEDICAL DIRECTOR will be a participating member of the hospice interdisciplinary group of the ORGANIZATION and participate in the annual evaluation.

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- (c) MEDICAL DIRECTOR will advise and/or assist in the resolution of concerns/conflicts involving physicians utilizing the services of CONTINUUM CARE OF SNOHOMISH, LLC.
- (d) MEDICAL DIRECTOR (hospice physician) will perform face-to-face encounters as necessary.
- (e) MEDICAL DIRECTOR will review and sign initial hospice certifications of terminal illness, and recertifications as indicated.
- (f) MEDICAL DIRECTOR will review necessary data from the referral source in order to validate the diagnosis and life-limiting prognosis established by the attending physician.
- (g) MEDICAL DIRECTOR will review the clinical records and/or performing a medical examination to confirm the appropriateness of services.
- (h) MEDICAL DIRECTOR will assist in the development and implementation of the plan of care that is coordinated with the attending physician.
- (i) MEDICAL DIRECTOR will ensure the availability of physician services and provide a substitute in the absence of the attending physician.

2.3. Responsibilities of CONTINUUM CARE OF SNOHOMISH, LLC. To provide skilled services to patients admitted by CONTINUUM CARE OF SNOHOMISH, LLC according to its policies on acceptance of patients for service, state rules and regulations, local laws, Federal Conditions of Participation and CHAP standards.

The Administrator of hospice will provide MEDICAL DIRECTOR with an orientation to the hospice program. Additional informational materials will be provided, as needed, throughout the term of the agreement. Verbal reports on the status of the ORGANIZATION will be provided at least quarterly at the Professional Advisory Committee meetings. The Administrator of hospice will be accessible to the MEDICAL DIRECTOR and will facilitate coordination and continuity of services to patients.

CONTINUUM CARE OF SNOHOMISH, LLC retains all responsibility and authority for the patient admission process; patient assessment; the development, review and revision of the plan of care; the coordination, supervision and evaluation of the patient care provided; the scheduling of visits or hours; and discharge planning.

CONTINUUM CARE OF SNOHOMISH, LLC will ensure the quality and utilization of services in accordance with its quality management program. The Administrator of hospice is responsible for the monitoring and control of services provided.

CONTINUUM CARE OF SNOHOMISH, LLC will provide MEDICAL DIRECTOR with any changes to these rules, regulations and standards and allow MEDICAL DIRECTOR at least 30 days to meet these changes.

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CONTINUUM CARE OF SNOHOMISH, LLC will provide MEDICAL DIRECTOR with Liability Insurance while performing authorized duties related to the conduct of the business. Coverage includes previously endorsed physicians who are no longer working on behalf of the Named Insured.

Compliance with Standards.

MEDICAL DIRECTOR will perform all services and duties under this Agreement in strict accordance with all laws, rules, regulations, ordinances, and judicial and administrative interpretations thereof, of the United States, the State of State's

- 2.4. Continuum Care Hospice; _____ and all political subdivisions, agencies, and instrumentality's of any of them, as well as with the bylaws, rules, regulations, guidelines, policies, and procedures of CONTINUUM CARE OF SNOHOMISH, LLC, as all of the foregoing may from time to time be in effect. Particularly, and not by way of limitation, MEDICAL DIRECTOR will comply with the Medical Board of Washington or Osteopathic Practice Act and all rules and regulations of Washington's Medical Board of Medical Examiners or State Board of Osteopathic Medicine and Surgery and will do everything necessary to maintain in effect his license as a doctor of medicine or osteopathy within the State of Washington.
- 2.5. Time. MEDICAL DIRECTOR will devote such time and attention as is necessary to fulfill his or her duties and responsibilities. MEDICAL DIRECTOR will be available from 8:30AM-5:00PM, Monday – Friday, for on-call consultation, assistance and decisions regarding patient care. MEDICAL DIRECTOR will be responsible for arranging for coverage when he is unavailable; however, prior approval of any physician providing coverage for MEDICAL DIRECTOR must be obtained from the Administrator/Executive Director of CONTINUUM CARE OF SNOHOMISH, LLC
- 2.6. Disclosure of Information. MEDICAL DIRECTOR recognizes and acknowledges that he will have access to certain confidential information of the ORGANIZATION and that such information constitutes valuable, special and unique property of the ORGANIZATION. MEDICAL DIRECTOR will not, during or after the term of this Agreement, without the consent of the ORGANIZATION 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. In the event of a breach or a threatened breach by MEDICAL DIRECTOR of the provisions of this paragraph, the ORGANIZATION will be entitled to an injunction restraining MEDICAL DIRECTOR from disclosing in whole or in part any confidential information. Nothing herein will be construed as prohibiting the ORGANIZATION from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of damages from MEDICAL DIRECTOR.
- 2.7. Financial Obligation. MEDICAL DIRECTOR will incur no financial obligation on behalf of the ORGANIZATION or for which the ORGANIZATION will be responsible without prior approval of the Administrator.
- 2.9 Billing. The MEDICAL DIRECTOR will not charge patients for services rendered as MEDICAL DIRECTOR of the ORGANIZATION.

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2.10 Services. MEDICAL DIRECTOR will perform all obligations of MEDICAL DIRECTOR under this Agreement at the ORGANIZATION's principle place of business, 1000 SE Everett Mall Pkwy. Suite 402 Everett, Wa. 98208. All communications to ORGANIZATION will be directed to the Administrator at such address and the ORGANIZATION's Administrator will have full authority to communicate to MEDICAL DIRECTOR on behalf of ORGANIZATION.

1. OBLIGATIONS OF ORGANIZATION

3.1. Compensation. For all services provided by MEDICAL DIRECTOR pursuant to this Agreement, ORGANIZATION will pay MEDICAL DIRECTOR \$250 per hour for consultation time payable following the month of service, commencing on December 1, 2019. After hours on call will be compensated at the rate of \$225 a week, during after-hours any time requirements will be compensated at the hourly rate of \$250.

2. INDEPENDENT CONTRACTOR

In the performance of all services pursuant to this Agreement, MEDICAL DIRECTOR is at all times acting as an independent contractor engaged in the profession and practice of medicine or osteopathy. MEDICAL DIRECTOR will employ his own means and methods and exercise his own professional judgment in the performance of such services, and Continuum Carewill have no right of control or direction with respect to such means, methods or judgments, or with respect to the details of such services. The only concern of Continuum Care under this Agreement or otherwise is that, irrespective of the means selected, such services will be provided in a competent, efficient and satisfactory manner. 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 Continuum Care Hospice. MEDICAL DIRECTOR, and all physicians and other individuals providing services pursuant to this Agreement, will not have any claim against Continuum Carefor vacation pay, sick leave, retirement benefits, social security, workers' compensation, disability or unemployment insurance benefits, or employee benefits of any kind.

5. DURATION AND TERMINATION

5.1. Term. This Agreement will continue in effect for a term of one (1) calendar year from the effective date and thereafter from year to year thereafter unless terminated sooner as hereinafter set forth.

5.2. Termination. Either party at any time may terminate the Agreement, with or without cause, by giving written notice of such termination to the other party at least 15 days prior to the date on which the termination is to be effective, such date to be specified in the notice. Notwithstanding the above, if MEDICAL DIRECTOR fails to comply with any or all of the requirements set forth in Section 2, of this Agreement at any time during this Agreement, CONTINUUM CARE OF SNOHOMISH, LLC will be entitled to terminate this Agreement effective immediately.

5.3. Modification or Renewal. The payment provisions of this Agreement may be altered or modified with the express written agreement of both parties during any 12-month term.



6. MISCELLANEOUS


- 6.1. Governing Law. This Agreement will be subject to and governed by the laws of the State of Washington.
- 6.2. Remedies. All rights, powers and remedies granted to either party by any particular term of this Agreement are in addition to, and not in limitation of, any rights, powers or remedies which it has under any other term of this Agreement, at common law, in equity, by statute, or otherwise. All such rights, powers and remedies may be exercised separately or concurrently, in such order and as often as may be deemed expedient by either party. No delay or omission by either party to exercise any right, power or remedy will impair such right, power or remedy or be construed to be a waiver of or an acquiescence to any breach or default. A waiver by either party of any breach or default hereunder will not constitute a waiver of any subsequent breach or default.
- 6.3. Amendment. No amendment or variation of the terms of this Agreement will be valid unless in writing and signed by both parties in the manner provided in Section 6.11 of this Agreement.
- 6.4. Assignment. Neither this Agreement nor any rights, powers or duties hereunder may be assigned by either party without the express written consent of the other party, and any such unauthorized assignment will be void. If any such unauthorized assignment is attempted by either party, the other party will have the power, at its election, to terminate this Agreement effective immediately. Further, MEDICAL DIRECTOR may not subcontract or otherwise arrange for another individual or entity to perform his duties under this Agreement, with the exception of the limited coverage provisions set out in Section 2.5, of this Agreement.
- 6.5. Captions. The captions for each Paragraph of this Agreement are included for convenience of reference only and are not to be considered a part hereof, and will not be deemed to modify, restrict or enlarge any of the terms of provisions of this Agreement.
- 6.6. Notice. Any notice required or permitted to be given under this Agreement will be sufficient if in writing and hand delivered or sent by certified or registered mail, return receipt requested, addressed as follows:

CONTINUUM CARE OF SNOHOMISH, LLC

Cristi Keith
 1000 SE Everett Mall Way Suite 402
 Everett, WA 98208

MEDICAL DIRECTOR


 Dr. Dan Nauert

 10/31/19

or to any other address as may be given by either party to the other by notice in writing pursuant to the provisions of this Section.

- 6.7. 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.
- 6.8. Fraud and Abuse. The parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable state, local, and federal law including the Medicare/Medicaid Anti-fraud and Abuse Amendments. Notwithstanding any unanticipated effect of any of the provisions herein, neither party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of the Medicare and Medicaid fraud and abuse provisions. Further, if legislation is passed, the effect of which would be to hinder ORGANIZATION's ability to obtain reimbursement from Medicare/Medicaid due to the existence of this Agreement, or if this Agreement becomes illegal under any subsequent law or regulation, then this Agreement will terminate immediately.
- 6.9. 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 ORGANIZATION, 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 thereunder. No attorney-client, accountant-client or other legal privilege will be deemed to have been waived by the ORGANIZATION or the MEDICAL DIRECTOR by virtue of this Agreement.
- 6.10. Policy. *Nothing contained in this Agreement will require MEDICAL DIRECTOR or any physician to admit or refer any patients to CONTINUUM CARE OF SNOHOMISH, LLC as a precondition to receiving the benefits set forth herein except insofar as the CONTINUUM CARE OF SNOHOMISH, LLC's bylaws may now or in the future establish minimum requirements for eligibility for active staff privileges.*
- 6.11. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof, and supersedes any and all other agreements, understandings, negotiations, or representations, oral or written, between them.
- 6.12. Execution in Counterparts. This Agreement and any amendments hereto will be executed in multiple counterparts by MEDICAL DIRECTOR and by the Administrator/Executive Director of CONTINUUM CARE OF SNOHOMISH, LLC for and on behalf of ORGANIZATION. Each counterpart will be deemed an original but all counterparts together will constitute one and the same instrument.
- 6.13. Authorization for Agreement. The execution and performance of this Agreement by ORGANIZATION and MEDICAL DIRECTOR have been duly authorized by all



necessary laws, resolutions, and corporate action, and this Agreement constitutes the valid and enforceable obligations of MEDICAL DIRECTOR and ORGANIZATION in accordance with its terms.

In WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

By: *[Signature]* Date: 10/30/19

Dr. Don Nguyen

By: *Cristi Keith* Date: 10/30/19
Administrative Executive Director, CONTINUUM CARE OF BHOHOMISH, LLC

Exhibit 8
Shared Services Agreement

SUPPLEMENTAL STAFFING SERVICES AGREEMENT

THIS SUPPLEMENTAL STAFFING SERVICES AGREEMENT (the "Agreement") is made and entered into this 1st day of January, 2020 (the "Effective Date") by and between **CONTINUUM CARE OF SNOHOMISH LLC** ("Hospice") and AFFINITY HOSPICE MANAGEMENT LLC ("Provider").

RECITALS

- A. WHEREAS, Hospice operates a licensed hospice program.
- B. WHEREAS, Provider is a duly licensed provider of supplemental health care staffing services.
- C. WHEREAS, Hospice desires to engage Provider, and Provider desires to be engaged, to provide Services (as the term is defined below) to Hospice patients in accordance with the terms and conditions of this Agreement.

AGREEMENTS

In consideration of the Recitals and mutual agreements that follow, the parties agree to the following terms and conditions:

- 1. Responsibilities of Provider.
 - (a) Provision of Services.
 - (i) Services. At the request of an authorized Hospice staff member, Provider shall provide Hospice with the staffing services of the qualified health professionals identified in Exhibit B ("Services"). Each staffing health professional shall be referred to as "Staff Member". Staff Members shall provide Services that are ordered by the Hospice interdisciplinary group, in accordance with the patient's plan of care and Hospice instructions, permitted to be performed under state law by such Staff Member, and consistent with the Staff Member's training.
 - (ii) Staff Member Assignments. Provider shall work with Hospice in establishing assignments of Staff Members to ensure continuity of care, and shall make every effort to fulfill the staffing requests with a Staff Member who has previously worked with that particular Hospice patient.
 - (iii) Availability. Provider shall be available to provide Services during regular business hours and, if necessary, on a 24-hour basis. Provider shall maintain sufficient personnel who have the requisite training, skills and experience to meet this obligation.
 - (b) Professional Standards and Credentials.
 - (i) Professional Standards. Provider shall ensure that all Services are provided in a safe and effective manner by qualified personnel. Services shall meet or exceed the current standards for providers of such Services and shall be in compliance with all applicable laws, rules, regulations, professional standards and licensure requirements, including those relating to patient health and safety.
 - (ii) Credentials.
 - [a] Licensure. Provider represents and warrants that it has and will maintain in good standing during the term of this Agreement all federal, state and local licenses, registrations and certifications required by law to provide Services. Upon Hospice's request, Provider shall provide Hospice with evidence of such licenses, registrations and certifications.
 - [b] Background Checks. Provider shall obtain criminal background checks on all Staff Members and other personnel who have direct contact with Hospice patients or access to Hospice patients' records. Unless state law specifies otherwise, Provider shall obtain the background check within three months of the date of employment for all states that the Staff Member has lived or worked in the past three years. If a Staff Member or other person must obtain a background check as

a condition of the individual's licensure, Provider is not obligated to obtain an additional background check as long as the individual's license is current.

[c] Qualifications of Personnel. Staff Members who provide Services shall be reasonably acceptable to Hospice. Provider represents and warrants that Staff Members providing Services: [i] are duly licensed, credentialed, certified and/or registered as required under applicable state laws; [ii] possess the education, skills, training and other qualifications necessary to provide Services; [iii] based on criminal background checks conducted by Provider, are eligible to provide Services and have not been found to have engaged in improper or illegal conduct relating to the elderly, children or vulnerable individuals; and [iv] meet the applicable qualifications and other requirements set forth in 42 C.F.R. § 418.76, including successful completion of a competency evaluation program for Staff Members providing hospice aide services. Provider shall ensure that Staff Members keep current with these qualifications and requirements.

[d] Disciplinary Action. Provider represents and warrants that neither Provider nor any of its personnel is under suspension or subject to any disciplinary proceedings by any agency having jurisdiction over professional activities of Provider or its personnel and is not under any formal or informal investigation or preliminary inquiry by such department or agency for possible disciplinary action.

[e] Exclusion from Medicare or Medicaid. Provider represents and warrants that neither Provider nor its personnel has been, at any time, excluded from participation in any federally funded health care program including, without limitation, Medicare or Medicaid; nor has been convicted or found to have violated any federal or state fraud and abuse law or illegal remuneration law.

(c) Records Regarding Qualifications of Staff Members. Provider shall maintain and provide to Hospice copies of the following information and documentation on each Staff Member prior to the Staff Member rendering Services:

(i) Qualifications Required by the Medicare Hospice Regulations. Proof of qualifications meeting the standards of 42 C.F.R. § 418.76.

(ii) Current Licensure and/or Certification. If applicable, proof of current licensure or certification from the appropriate licensing authority. Provider shall maintain records of investigations, sanctions, censures or licensure limitations, and shall provide this information to Hospice with proof of current licensure.

(iii) Compliance with Immigration Laws. Compliance with immigration laws including, without limitation, maintenance of a completed I-9.

(iv) Employment Application. A completed employment application listing Staff Member's education and work history.

(v) Proof of Competency. For Staff Members providing hospice aide services, proof of the successful completion of a competency evaluation program meeting the requirements of 42 C.F.R. § 418.76. Such documentation must include: [a] descriptions of the training/competency evaluation program, including the qualifications of the instructors; [b] a record that distinguishes between skills taught at a patient's bedside with supervision, and those taught in a laboratory using a real person (not a mannequin) and indicators of which skills each Staff Member was judged to be competent; and [c] how additional skills (beyond the basic skills listed in 42 C.F.R. § 418.76) are taught and tested. For all other Staff Members, proof of competency, skills and knowledge as demonstrated by a skills checklist and/or competency verification.

(vi) Physical Examination. Evidence of an initial hire physical examination, confirming a Hepatitis B inoculation or a signed declination form.

(vii) Tuberculosis Screening. Evidence of an initial hire tuberculosis screening and evidence of the results of a tuberculosis screening every twelve months thereafter.

(viii) Proof of Non-Excluded Status. Evidence that Provider has verified that Staff Member is not excluded by the U.S. Department of Health and Human Services Office of the Inspector General from participating in Medicare and Medicaid.

(ix) Proof of Experience. Proof of at least one (1) year, or equivalent, experience in a health care setting.

- (x) Professional References. At least two (2) professional references, one (1) being from the most recent health care provider for whom Staff Member provided services.
- (xi) Evaluations and Reports. Copies of any and all evaluations or reports concerning Staff Member, including, but not limited to, complaints made and/or disciplinary actions taken against Staff Member by Provider or by any organization that contracted or contracts with Provider or by another health care provider or another employer.
- (xii) Criminal Background Check Results. Proof of a successful criminal background check. A new background check shall be conducted at intervals required by applicable laws, or at any time within such period that Provider or Hospice has reason to believe that a new background check should be obtained.
- (d) Orientation and In-Service Training of Staff Members. Provider shall conduct an orientation program for each Staff Member upon hire and shall conduct or provide Staff Members with annual in-service training in the amount required by federal and/or state law for Staff Members to maintain all necessary certifications and licensures. Provider shall ensure that Staff Members providing hospice aide services receive at least 12 hours of in-service training during each 12-month period, and shall provide Hospice with documentation demonstrating that this requirement is met. For all other orientation and training activities, Provider shall maintain documentation of staff attendance and training content, and shall provide Hospice with such documentation upon request.
- (e) Monitoring and Disciplinary Actions. Provider shall monitor the performance of each Staff Member. Provider shall provide a coordinator for screening, management and supervision of each Staff Member.
- (f) Employment.
- (i) Status of Staff Members. Each Staff Member is, and shall be for all purposes, the employee of Provider and shall not be considered an employee of Hospice.
- (ii) Benefits. Provider shall be solely responsible for paying all compensation and benefits of each Staff Member. Provider retains the right to hire and fire Staff Members, to reassign Staff Members and to control the salary and benefits of Staff Members.
- (iii) Withholdings. Provider shall be solely responsible for withholding payment of all federal, state and local income taxes for each Staff Member, as well as FICA and any other obligations imposed upon employers.
- (g) Cancellations. Provider will provide Hospice with notification when Provider Staff Member cancels (and is unable to replace with a qualified and acceptable alternate Staff Member) or does not report to a case. If Hospice is not notified regarding the cancellation, Hospice will not reimburse Provider for a full visit or full hourly rate as set forth in Exhibit B.
- (h) Authorization of Services. Provider shall provide Services to Hospice patients only with the authorization of designated personnel of Hospice. Provider is authorized to provide all Services identified in a patient's plan of care. Provider shall seek authorization from designated Hospice personnel prior to providing services not identified in the plan of care.
- (i) Quality Assessment and Performance Improvement Activities. Provider shall cooperate with Hospice in its hospice-wide quality assessment and performance improvement activities. Components of the quality assessment and performance improvement program include: (i) data collection; (ii) reporting adverse patient events, analyzing their causes and implementing preventive actions and mechanisms; and (iii) taking actions to improve performance. Hospice shall also maintain a coordinated agency-wide program for the surveillance, identification, prevention, control and investigation of infectious and or communicable disease. Upon request, Hospice shall provide Provider with a description of its quality assessment and performance improvement program and information on relevant performance improvement projects. Third-party payors may also impose their own utilization management or quality assurance requirements which Provider must meet. Cooperating in such activities shall not constitute a waiver of any legal privileges or rights that may apply to the information that is shared. Hospice shall maintain the confidentiality of such information in whatever form it is provided.
- (j) Coordination of Care. Provider shall participate in any meetings, when requested, for the coordination, supervision and evaluation by Hospice of the provision of Services. Hospice and Provider shall communicate with one another regularly

and as needed for each particular Hospice patient. Provider shall ensure that Staff Members report all concerns about the patient or family to the Hospice interdisciplinary group member who is coordinating the Services. Provider shall ensure that Staff Members report changes in the patient's medical, nursing, rehabilitative and social needs to Hospice's registered nurse.

(k) Policies and Procedures. In providing Services, Provider shall ensure that Staff Members abide by Hospice instructions, patient care protocols, patients' plans of care and applicable Hospice policies and procedures that are attached in Exhibit A.

(l) Complaints and Surveys. In the event of any complaint filed by, or with respect to, a Hospice patient receiving Services, or any investigation or survey initiated by any governmental agency, or any litigation commenced against Hospice, Provider shall fully cooperate with Hospice in an effort to respond to and resolve the same in a timely and effective manner. Provider shall also cooperate fully with any insurance company providing protection to Hospice in connection with investigations. In this connection, Provider shall notify Hospice promptly of any inquiries, claims and investigations, and cooperate fully with the directions of Hospice with respect thereto.

(m) Documentation. Provider shall provide all necessary documentation to Hospice for reimbursement activities.

2. Responsibilities of Hospice.

(a) Professional Management Responsibility.

(i) Compliance with Law. Hospice shall retain responsibility as the care provider to all Hospice patients and family units, pursuant to the Medicare Conditions of Participation for Hospice Care and state and local laws and regulations. This includes admission and/or discharge of patients, patient and family assessments, reassessments, establishment of Hospice plan of care, authorization of all services, and management of the care through interdisciplinary team meetings.

(ii) Coordination and Evaluation. Hospice shall retain responsibility for coordinating, evaluating and administering the hospice program, as well as ensuring the continuity of care of Hospice patients, which shall include coordination of Services. Methods used to evaluate the care may include: [a] periodic supervisory visits; [b] review of the qualifications of personnel providing Services; [c] review of documentation; [d] evaluation of the response of a Hospice patient to the plan of care; [e] discussion with patient and patient's caregivers; [f] patient evaluation surveys; and [g] quality improvement data.

(iii) Supervision. Hospice shall supervise Staff Members providing hospice aide and homemaker services in the manner specified in the Medicare Conditions of Participation for Hospice Care.

(b) Hospice Care Training. Hospice shall provide Staff Members with orientation about the hospice philosophy, as well as education regarding infection control.

(c) Designation of Hospice Representative. For each Hospice patient, Hospice shall designate a registered nurse, who will be responsible for coordinating and supervising services provided to a Hospice patient and available 24 hours per day, 7 days per week, for consultation with Provider concerning a Hospice patient's plan of care. The Hospice representative shall monitor Provider and be available to provide information to Provider regarding the provision of Services, and to coordinate the periodic evaluation of patient progress and outcomes of care upon request.

(d) Provision of Information. Hospice shall provide for the ongoing sharing of information with Provider and shall provide Provider with the information necessary to render Services in accordance with this Agreement, the Hospice patient's plan of care, assessments, treatment planning and care coordination.

(e) Policies and Procedures. Hospice shall provide Provider with copies of Hospice's policies and procedures applicable to the provision of Services, and shall meet with Provider to review such policies and procedures, as necessary.

(f) Complaints and Surveys. In the event of any complaint filed by or with respect to a Hospice patient receiving Services or any investigation or survey initiated by any governmental agency or any litigation commenced against Provider, Hospice shall fully cooperate with Provider in an effort to respond to and resolve the same in a timely and effective manner.

Hospice shall also cooperate fully with any insurance company providing protection to Provider in connection with investigations. In this connection, Hospice shall notify Provider promptly of any inquiries, claims and investigations.

3. Billing and Payment.

(a) Payment for Services. As compensation for Services, Hospice shall pay Provider a rate in accordance with the schedule set forth in Exhibit B. Within 10 calendar days of the end of the month and within at least 30 days of providing Services, Provider shall submit to Hospice an accurate and complete statement of Services provided to Hospice. The statement shall include information usually provided to third-party payors to verify services and charges including the name of Staff Member who provided Services, date(s) worked, shift worked, total hours worked, hourly rate, total charge and any additional information requested by Hospice. Hospice shall pay Provider within 30 days after receipt of a final and complete statement. Payment by Hospice, in respect to such bills, shall be considered final unless adjustments are requested in writing by Provider within 30 days of receipt of payment. Hospice shall have no obligation to pay Provider for any Services if Hospice does not receive a bill for such service within 60 days following the date on which the Services were rendered. Provider shall not bill any person other than Hospice for Services.

(i) Hospice shall not reimburse Provider for care until all necessary documentation has been submitted to Hospice. Reimbursement shall be limited to payment for time expended during the actual delivery of Services and shall exclude travel time.

(ii) Hospice shall not reimburse Provider for full visit or full hourly rate when the patient is not home at the time of the visit or if the patient refuses Services. Hospice agrees to provide Provider notification regarding a case that is cancelled because of death or the refusal of the patient to receive Service.

(b) Limitation on Hospice's Financial Responsibility. Hospice shall bear no financial responsibility, obligation or other liability to reimburse Provider for any charges, costs, expenses or other fees for services that are not in conformity with the plan of care for a given Hospice patient.

(c) Rates. Except as otherwise set forth in this Agreement, Provider shall accept the rates set forth in Exhibit B as payment in full for Services provided to Hospice patients. The rates represent fair market value and do not take into account the volume or value of referrals.

4. Insurance and Indemnification.

(a) Insurance. Each party shall obtain and maintain appropriate professional liability, commercial general liability, worker's compensation and employer's liability and comprehensive auto liability insurance coverage, in accordance with the minimum amounts required from time to time by applicable federal and state laws and regulations; but at no time shall the terms or coverage amounts of Provider's professional liability insurance be less than \$1 million per claim and \$3 million in the aggregate. Either party may request evidence of insurance from the other party and such other party shall provide such evidence to the requesting party in a timely manner. Provider shall ensure that Hospice receives at least 30 days' notice prior to the termination of any insurance policy required by this Agreement.

(b) Indemnification. Provider shall indemnify, defend and hold harmless Hospice and all of its employees, agents, principals and related entities (collectively, the "Indemnified Parties") from and against any and all claims, actions, investigations, survey citations, demands, liabilities or expenses, including reasonable attorneys' fees and costs (collectively, "Liabilities"), resulting from, or claimed to have resulted from, the acts or omissions of Provider, Staff Members or Provider's other employees, agents or servants. Provider shall also indemnify, defend and hold harmless the Indemnified Parties from against all Liabilities, resulting from, or claimed to have resulted from, Provider's contracting with or employing health care personnel including, but not limited to, claims relating to compensation and benefits, workers' compensation, unemployment compensation and any state or federal taxes arising out of such employment.

5. Records.

(a) Creation and Maintenance of Records. Provider shall ensure Staff Members prepare and promptly provide to Hospice complete and detailed records concerning each Hospice patient receiving Services under this Agreement, in

accordance with prudent recordkeeping procedures and Hospice policies and procedures and as required by applicable federal and state laws and regulations and Medicare and Medicaid program guidelines. Each record shall completely, promptly and accurately document all Services provided to, and events concerning, each Hospice patient.

(b) Access by Hospice. Provider shall permit Hospice or its authorized representative, upon reasonable notice, to review and make photocopies of records maintained by Provider relating to the provision of Services including, but not limited to, billing and payment records. This section shall survive the termination of this Agreement.

(c) Inspection by Government. In accordance with 42 U.S.C. § 1395x(v)(1)(I) and 42 C.F.R. § 420.300, *et seq.*, Provider shall make available, until the expiration of five years from the termination of this Agreement, upon written request, to the Secretary of Health and Human Services of the United States, and upon request, to the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and any of its books, documents and records that are necessary to certify the nature and costs of Medicare-reimbursable services provided under this Agreement. If and to the extent Provider carries out any of its duties under this Agreement through a subcontract with a related organization having a value or cost of \$10,000 or more over a 12-month period, then Provider shall ensure that the subcontract contains a clause comparable to the clause in the preceding sentence. Nothing contained in this section shall be construed as a waiver by either party of any legal rights of confidentiality with respect to patient records and proprietary information.

(d) Destruction of Records. Provider shall take reasonable precautions to safeguard records against loss, destruction and unauthorized disclosure.

6. Confidentiality. Each party acknowledges that as part of its performance under this Agreement, it may be required to disclose to the other party certain information pertaining to Hospice patients (collectively, "Patient Information") and may also be required to disclose to the other party certain business or financial information (collectively, with the Patient Information, the "Confidential Information"). Each party agrees that it shall treat Confidential Information with the same degree of care it affords its own similarly confidential information and shall not, except as specifically authorized in writing by the other party or as otherwise required by law, reproduce any Confidential Information or disclose or provide any Confidential Information to any person. A party that discloses Confidential Information shall be entitled to injunctive relief to prevent a breach or threatened breach of this section, in addition to all other remedies that may be available. This section shall survive termination of this Agreement.

7. Term and Termination.

(a) Term. This Agreement shall have an initial term of one year beginning on the Effective Date ("Initial Term") and shall automatically renew for successive one year terms, unless sooner terminated as provided below.

(b) Termination.

(i) Without Cause. This Agreement may be terminated by either party for any reason after the Initial Term by providing at least 90 days' prior written notice to the other party.

(ii) Mutual Written Agreement. This Agreement may terminate at any time after the Initial Term upon written agreement of the parties.

(iii) For Cause. Either party may terminate this Agreement upon 30 days' prior written notice to the other party, if the other party breaches this Agreement and fails to cure such breach within such 30-day period.

(iv) 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 60 days thereafter to agree to appropriate modifications to this Agreement, either party may terminate this Agreement by providing at least 30 days' notice to the other party.

(v) Immediate Termination. Notwithstanding the above, Hospice may immediately terminate this Agreement if permissible by state law and if:

[a] Failure to Possess Qualifications. Provider or its personnel are excluded from any federal health program or no longer possess the necessary qualifications, certifications and/or licenses required by federal, state and/or local laws to provide Services.

[b] Liquidation. Provider commences or has commenced against it proceedings to liquidate, windup, reorganize or seek protection, relief or a consolidation of its debts under any law relating to insolvency, reorganization or relief of debtors or seeking the appointment of a receiver or trustee.

[c] Failure to Have Insurance. Provider ceases to have any of the insurance required under this Agreement.

[d] Threats to Health, Safety or Welfare. Provider or its personnel fails to perform its duties under this Agreement and Hospice determines in its full discretion that such failure threatens the health, safety or welfare of any patient.

[e] Commission of Misconduct. Provider commits an act of misconduct, fraud, dishonesty, misrepresentation or moral turpitude involving Hospice or its patients.

(c) Effect of Termination on Availability of Services. In the event this Agreement is terminated, Provider shall work with Hospice in coordinating the continuation of Services to existing Hospice patients and shall continue to provide Services to Hospice patients after this Agreement is terminated, if Hospice determines that removing Services would be detrimental to Hospice patients. In such case, Services shall continue to be provided in accordance with the terms set forth in this Agreement. This section shall survive termination of this Agreement.

8. Notification of Material Events. Provider shall immediately notify Hospice of:

(a) Ownership Change. Any change in 10% or more of its ownership.

(b) Business Address Change. Any change in business address.

(c) Licensure Actions. The commencement of any action on licenses, permits or other legal authorizations including, but not limited to, any sanctions, intermediate or otherwise, administrative or judicial fines, penalties, investigations or reports of action by federal or state officials against Provider or its personnel.

(d) Exclusion. Any threatened, proposed or actual exclusion of it or any of its subcontractors or personnel from any government program including, but not limited to, Medicare or Medicaid.

(e) Insurance. The cancellation or modification of any of the insurance coverage Provider is required to have under this Agreement.

(f) Liquidation. The commencement of any proceeding to liquidate, windup, reorganize or seek protection, relief or a consolidation of Provider's debts under any law relating to insolvency, reorganization or relief of debtors or seeking the appointment of a receiver or trustee.

(g) Violations Involving Mistreatment, Neglect or Abuse. All alleged violations involving mistreatment, neglect or verbal, mental, sexual and physical abuse, including injuries of unknown source, and misappropriation of patient property by anyone furnishing services on behalf of Hospice, to the extent that Provider or Provider's personnel has knowledge of such events.

(h) Patient Grievances. A Hospice patient's grievance regarding treatment or care that is (or fails to be) furnished and the lack of respect for property by anyone who is furnishing services on behalf of Hospice.

9. Nondiscrimination. The parties agree that in the performance of this Agreement they will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, age, religion or national origin in any manner prohibited by federal or state laws.

10. Independent Contractor. In performance of the services discussed herein, Hospice and Provider shall each be, and at all times are, acting and performing as an independent contractor, and not as a partner, a co venturer, an employee, an agent or a representative of the other. No employee or agent of one party to this Agreement shall be considered an employee or agent of the other party.

11. Use of Name or Marks. Neither Hospice nor Provider shall have the right to use the name, symbols, trademarks or service marks of the other party in advertising or promotional materials or otherwise without receiving the prior written approval of such other party; provided, however, that one party may use the name, symbols or marks of the other party in written materials previously approved by the other party for the purpose of informing prospective Hospice patients and attending physicians of the availability of the services described in this Agreement.

12. Business Associate Requirements. Provider qualifies as a Business Associate when providing certain Services to Hospice, a Covered Entity, and shall comply with this section and the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as set forth in Title 45, Parts 160 and 164 of the Code of Federal Regulations (the "CFR") (Subparts A and E, the "Privacy Rule" and Subparts A and C, the "Security Rule").

(a) Definitions. Capitalized terms not otherwise defined in this Agreement shall have the meanings given to them in HIPAA and as amended, and are incorporated herein by reference; provided, however, that the term "Protected Health Information" and "PHI" shall include for purposes of this Agreement the term "Electronic Protected Health Information."

(b) Use and Disclosure of Protected Health Information. Provider shall Use and/or Disclose Protected Health Information created for or received from or on behalf of Hospice ("PHI") only to the extent necessary for Provider to provide the Services. Hospice shall not request Provider to Use or Disclose PHI in any manner that would not be permissible under HIPAA if done by Hospice.

(c) Provider's Operations. Provider may use PHI as necessary for Provider's proper management and administration or to carry out Provider's legal responsibilities. Provider may Disclose PHI for such purposes only if:

(i) Required by Law. The Disclosure is required by law; or

(ii) Obtain Reasonable Assurances. Provider obtains reasonable assurances from any person or organization to which Provider shall Disclose such PHI that such person or organization shall:

[a] Maintain in Confidence. Hold such PHI in confidence and Use or further Disclose it only for the purpose for which Provider disclosed it to the person or organization or as required by law; and

[b] Notification of Breach. Notify Provider of any instance in which the person or organization becomes aware that the confidentiality of such PHI was breached.

(d) Safeguards. Provider shall develop, implement, maintain and use appropriate administrative, technical and physical security safeguards to preserve the confidentiality, integrity and availability of all PHI. Provider shall document and keep these safeguards current.

(e) Providers and Agents. Provider shall require any and all subcontractors or agents to whom Provider provides PHI to agree to impose at least the same obligations to protect such PHI as are imposed on Provider by this Agreement.

(f) Access to Health Information by Individuals. Provider shall make available to Hospice, within five (5) days of receiving a request from Hospice, all PHI necessary for Hospice to respond to an Individual's request for access to PHI. Provider shall forward to Hospice any and all requests by an Individual to access such records.

(g) Correction of Health Information. Within five (5) days of receiving a request from Hospice, Provider shall amend or correct PHI in its possession or under its control.

(h) Accounting of Disclosures. Provider shall maintain sufficient documentation to provide Hospice with a list of those Disclosures of PHI made by Provider or its agents, for which Hospice is required to account, pursuant to 45 C.F.R. §164.528.

(i) Access to Books and Records. Provider shall make its internal practices, books and records relating to the Use and Disclosure of PHI, if such books and records are not otherwise protected by applicable legal privileges, available to Hospice, the Department of Health and Human Services ("HHS") or its designee for the purpose of determining Hospice's compliance with HIPAA.

(j) Reporting. Provider shall report to Hospice any Security Incident, Use or Disclosure of PHI not authorized by this Agreement or in writing by Hospice. Provider shall make the report to Hospice not less than 24 hours after Provider learns of such Security Incident, Use or Disclosure. Provider's report shall at least: (i) identify the nature of the Security Incident or unauthorized Use or Disclosure; (ii) identify the PHI that was the subject of the Security Incident or the improper Use or Disclosure; (iii) identify who was responsible for the Security Incident or the unauthorized Use or Disclosure; (iv) identify what Provider has done or shall do to mitigate any deleterious effect of the Security Incident or unauthorized Use or Disclosure; (v) identify what corrective action Provider has taken or shall take to prevent future Security Incidents or similar unauthorized Uses or Disclosures; and (vi) provide such other information, including a written report, as reasonably requested by Hospice.

(k) Mitigation. Provider agrees to mitigate, to the extent practicable, any harmful effect that is known by Provider to have been caused by a Security Incident or Use or Disclosure of PHI by Provider in violation of the requirements of this Agreement.

(l) Termination. Upon Hospice's knowledge of a material breach by Provider of a provision in this section, Hospice shall:

(i) Opportunity to Cure. Provide an opportunity for Provider to cure the breach or end the violation, and terminate if Provider does not cure the breach or end the violation within the time specified by Hospice.

(ii) Material Breach. Immediately terminate this Agreement if Provider has breached a material term of this Agreement and cure is not possible.

(m) Return or Destruction of Health Information.

(i) Return of PHI. Except as provided below, upon termination, cancellation, expiration or other conclusion of this Agreement, Provider shall return to Hospice or destroy all PHI received from Hospice, or created or received by Provider on behalf of Hospice. This provision shall apply to PHI that is in the possession of subcontractors or agents of Provider.

(ii) Maintain PHI. In the event that Provider determines that returning or destroying the PHI is not feasible, Provider shall provide to Hospice notification of the conditions that make return or destruction infeasible. Provider shall extend the protections of this Agreement to such PHI and limit further Uses and Disclosures of PHI to those purposes that make the return or destruction infeasible, for so long as Provider maintains such PHI. This provision shall survive the termination of this Agreement.

(n) Automatic Amendment. Upon the effective date of any amendment to the regulations promulgated by HHS with respect to PHI, this Agreement shall automatically amend such that the obligations imposed on Provider as a Business Associate remain in compliance with such regulations.

13. Miscellaneous Provisions.

(a) Amendment. No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

- (b) Severability. This Agreement is severable, and in the event that any one or more of the provisions hereof shall be deemed invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
- (c) Headings. The descriptive headings in this Agreement are for convenience only and shall not affect the construction of this Agreement.
- (d) Governing Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Washington
- (e) Non-assign ability. Provider shall not assign or transfer, in whole or in part, this Agreement or any of Provider's rights, duties or obligations under this Agreement without the prior written consent of Hospice, and any assignment or transfer by Provider without such consent shall be null and void.
- (f) Waiver. The waiver by either party of a breach or violation of any provision in this Agreement shall not operate or be construed as a waiver of any subsequent breach or default of a similar nature or as a waiver of any such provisions, rights or privileges hereunder.
- (g) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- (h) No Third-party Beneficiaries. Except as expressly provided elsewhere herein, nothing in this Agreement is intended to be construed or be deemed to create any rights or remedies in any third party.
- (i) Force Majeure. In the event that either party's business or operations are substantially interrupted by acts of war, fire, labor strike, insurrection, riots, earthquakes or other acts of nature of any cause that is not that party's fault or is beyond that party's reasonable control, then that party shall be relieved of its obligations only as to those affected operations and only as to those affected portions of this Agreement for the duration of such interruption.
- (j) No Requirement to Refer. This Agreement is not intended to influence the judgment of any physician or provider in choosing medical specialists or medical facilities appropriate for the proper care and treatment of residents. Neither Provider nor Hospice shall receive any compensation or remuneration for referrals.
- (k) Nonexclusive Agreement. This Agreement is intended to be nonexclusive, and either party may use any provider for the same or similar services.
- (l) Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same instrument.
- (m) Notices. All notices or other communications which may be or are required to be given, served or sent by any party to the other party pursuant to this Agreement shall be in writing, addressed as set forth below, and shall be mailed by first-class, registered or certified mail, return receipt requested, postage prepaid or transmitted by hand delivery or facsimile. Such notice or other communication shall be deemed sufficiently given or received for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt, the affidavit or messenger or the answer back being deemed conclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation. Each party may designate by notice in writing a new address to which any notice or communication may thereafter be so given, served or sent.

TO: HOSPICE
Continuum Care of Snohomish LLC

Ariel Joudai

Attn: Ariel Joudai

TO: PROVIDER
Affinity Hospice Management LLC

Sam Stern

Attn: Samuel Stern

Entire Agreement. This instrument contains the entire agreement of the parties hereto and supersedes all prior oral or written agreements or understandings between them with respect to the matters provided for herein. This Agreement may not be modified or amended except by mutual consent of the parties, and any such modification or amendment must be in writing duly executed by the parties hereto, and shall be attached to, and become a part of, this Agreement. The parties have executed this Agreement as of the day, month and year first written above.

HOSPICE:

By: Ariel Joudai
Name: Ariel Joudai
Title: CFO

PROVIDER:

By: SE St
Name: Samuel Stern
Title: CEO

ATTACHMENT A: DESCRIPTION OF SERVICES

Includes but is not limited to the following Services

Clinical Compliance:

- Monitors and administering compliance standards for local, state, and federal regulators
- Perform risk assessments and determine the level of risk
- Obtain and/or establish policies and/or procedures for specific issues and areas
- Educate on the policies and procedures and communicate awareness
- Monitor compliance with the laws, regulations, and policies
- Audit the highest risk areas
- Re-educate staff on regulations and issues identified in the audit

Intake Support/Triage:

- Train and assist staff with intake duties and services. Provide intake support as needed
- Provide after hours, holiday & weekend nursing triage (call help line for patients, referral sources)
- Access and update medical records and provide reports on all calls received by triage
- Contact on-call staff as needed

Finance/Accounting:

- **Bookkeeping:** Daily management of all vendor invoices and posting of receivables to accounts. Setup general ledger accounts, setup vendors, pay on accounts per policy, manage paperwork, monthly financial reporting, tax and withholding filings, cost report preparation, audits, state and federal required filings, and other accounting related services as needed.
- **Payroll Support:** review payroll batches for completeness, filing of any taxes or withholdings, state and federal reporting, updates to software as needed, collaboration with payroll vendor and agency, produce manual checks as needed, managing payroll accounts, worker's comp filings, prepare cost report information related to payroll, and other payroll support related services a needed.
- **Banking:** reconciling bank statements, establishing accounts as needed, monitor activity and report to agency, deposit checks, obtaining bank letters, and other banking related services as needed.
- **Financial Reports including KPI**

Billing/Collections:

- Preparation, submission, collection, and completion of all claims for services billed including nursing home room and board.
- Submission of Notice of Election and support for insurance verification and authorization.

- Updates to software regarding new payor contracts, fee schedules and edits needed for billing. Assistance with software workflows impacting billing
- Payment posting, appeals, claim audits, and anything else related to billing and collection of claims.

Administration:

IT Support, Legal, Consulting, Key Performance Reporting and Monitoring, Insurance, Market research and analytics, Marketing/Advertising, Website administration, Education, Lobbying Activities, Association Representation, Contracting, and other shared support services as needed.

Attachment B

Fee Schedule

Year	Rate
2020	93,750
2021	93,000
2022	95,000
2023	90,000
2024	87,000
2025	84,000

Payments will be made in monthly equal instalments, unless otherwise stated in the agreement.

**Exhibit 9
Lease Agreement
and Renewal
Confirmation**

Vanessa Magnuson
Senior Property Manager

601 Union Street, Suite 5300
Seattle, WA 98101-4045 USA
www.colliers.com

Main: +1 206 223 1262
Mobile: +1 253 365 0015



January 26, 2022

Continuum Care of Snohomish, LLC
Attn: Kristi Whitney, Manager
1000 SE Everett Mall Way, Suite 402
Everett, WA 98208

**RE: Everett Mall Office Park II
Continuum Care of Snohomish, LLC – Extension of Lease Term Upon Expiration
1000 SE Everett Mall Way, Suite 402
Everett, WA 98208**

Dear Kristi,

With respect to your Lease by and between Pflueger-Everett Holdings LLC ("Landlord") and Continuum Care of Snohomish LLC ("Tenant") dated January 16, 2019, amended as of September 9, 2019, and amended as of June 1, 2021, for the Premises located at 1000 SE Everett Mall Way, Suite 402 & 415, Everett, WA, which leased space is more specifically described in the Lease.

Please accept this notice as confirmation that Continuum Care of Snohomish, LLC shall have the right to extend the Lease Term through 2026 commencing on the day following the expiration date of the current Lease Term provided that no Event of Default exists at the time Tenant notifies Landlord of their request. The base rental rate for the extended term will be 3% over the base rental rate at the time of the current Lease Term expiration and will increase annually by 3% each year of the extended term.

Should you have any questions or comments regarding this matter, please contact me directly at 206-223-1262 or vanessa.magnuson@colliers.com. Thank you.

Sincerely,
Colliers International REMS

A handwritten signature in black ink, appearing to be "VM", written over a white background.

Vanessa Magnuson, RPA
Senior Property Manager, As Agent for Owner Pflueger Everett Holdings LLC

CC: Pflueger-Everett Holdings
Tenant File

LEASE AGREEMENT
(Multi-Tenant Triple Net (NNN) Lease)

THIS LEASE AGREEMENT (the "Lease") is entered into and effective as of **January 16, 2019** between **Pflueger – Everett Holdings, LLC, a Washington State Limited Liability Company** ("Landlord"), and **Continuum Care of Snohomish, LLC, a Washington State Limited Liability Company** ("Tenant"). Landlord and Tenant agree as follows:

1. LEASE SUMMARY.

- a. **Leased Premises.** The leased commercial real estate consists of an agreed area of **1,075** rentable square feet and is outlined on the floor plan attached as Exhibit A (the "Premises"); ii) is located on the land legally described on attached Exhibit B; and iii) is commonly known as **1000 SE Everett Mall Way, Suite 402, Everett, WA 98208** (suite number and address). The Premises do not include, and Landlord reserves, the exterior walls and roof of the building in which the Premises are located (the "Building"), the land beneath the Building, the pipes and ducts, conduits, wires, fixtures, and equipment above the suspended ceiling; and the structural elements of the Building. The Building, the land upon which it is situated, all other improvements located on such land, and all common areas appurtenant to the Building are referred to as the "Property." The Building and all other buildings on the Property as of the date of this Lease consist of an agreed area of **69,484** rentable square feet.
- b. **Lease Commencement Date.** The term of this Lease shall be for a period of **sixty-three (63)** months and shall commence **February 1, 2019** by Landlord and Tenant or such earlier or later date as provided in Section 3 (the "Commencement Date").
- c. **Lease Termination Date.** The term of this Lease shall terminate at midnight **June 30, 2024**, or such earlier or later date as provided in Section 3 (the "Termination Date"). Tenant shall have no right or option to extend this Lease, unless otherwise set forth in a rider attached to this Lease (e.g., Option to Extend Rider, CBA Form OR).
- d. **Base Rent.** The base monthly rent shall be (check one): **\$NA**, or according to the Rent Rider attached hereto ("Base Rent"). Rent shall be payable at Landlord's address shown in Section 1(h) below, or such other place designated in writing by Landlord.
- e. **Prepaid Rent.** Upon mutual execution and delivery of this Lease by Landlord and Tenant, Tenant shall deliver to Landlord the sum of **\$2,164.33**, to be applied as prepaid Base Rent for the fourth (4th) month of the Lease and Operating Costs for the first (1st) month of the Lease.
- f. **Tenant Improvements.** Attached Exhibit C sets forth all Landlord's Work, if any, and all tenant improvements to be completed by Tenant (the "Tenant's Work"), if any, that will be performed on the Premises. Responsibility for design, payment and performance of all such work shall be as set forth on attached Exhibit C. If Tenant fails to notify Landlord of any defects in the Landlord's Work within thirty (30) days of delivery of possession to Tenant, Tenant shall be deemed to have accepted the Premises in their then condition. If Tenant discovers any major defects in the Landlord's Work during this 30-day period that would prevent Tenant from using the Premises for the Permitted Use, Tenant shall notify Landlord and the Commencement Date shall be delayed until after Landlord has notified Tenant that Landlord has corrected the major defects and Tenant has had five (5) days to inspect and approve the Premises. The Commencement Date shall not be delayed if Tenant's inspection reveals minor defects in the Landlord's Work that will not prevent Tenant from using the Premises for the Permitted Use. Tenant shall prepare a punch list of all

LEASE AGREEMENT
(Multi-Tenant Triple Net (NNN) Lease)
(Continued)

minor defects in Landlord's Work and provide the punch list to Landlord, which Landlord shall promptly correct

- g. **Security Deposit.** Upon execution of this Lease, Tenant shall deliver to Landlord the sum of **\$2,433.08**, to be held as a security deposit pursuant to Section 5 below. The security deposit shall be in the form of (check one): cash, or letter of credit according to the Letter of Credit Rider (CBA Form LCR) attached hereto.
- h. **Permitted Use.** The Premises shall be used only for general office and administrative use and for no other purpose without the prior written consent of Landlord (the "Permitted Use").

i. **Notice and Payment Addresses.**

Landlord Notice: Pflueger – Everett Holdings, LLC
c/o Colliers International Real Estate Management Services (WA), LLC
601 Union Street, Suite 5300
Seattle, WA 98101
John.Bausch@colliers.com

Payment Address: Pflueger – Everett Holdings, LLC - Everett Mall II – Unit 402
C/O Colliers International
P.O. Box 4857, Portland OR 97208-4857

Tenant: It is expressly understood between the parties hereto that Lessee's employees stationed at the Premises are not empowered to give instruction regarding the leasehold and furthermore that all notices to be served by the Lessor upon the Lessee shall be in writing addressed to

Continuum Care of Snohomish County, LLC
Attn: Ariel Joudai
1000 SE Everett Mall Way, Suite 402,
Everett, WA 98208
Email:
Telephone:
Cell:

- j. **Tenant's Pro Rata Share.** Landlord and Tenant agree that Tenant's Pro Rata Share is **1.55%**, based on the ratio of the agreed rentable area of the Premises to the agreed rentable area of the Building and all other buildings on the Property as of the date of this Lease. Any adjustment to the Premises' or Building's rentable floor area measurements will be reflected in an adjustment to Tenant's Base Rent or Pro Rata Share.

2. PREMISES.

- a. **Lease of Premises.** Landlord leases to Tenant, and Tenant leases from Landlord, the Premises upon the terms specified in this Lease.
- b. **Acceptance of Premises.** Except as specified elsewhere in this Lease, Landlord warrants the structural condition of the Premises and condition of the mechanical, electrical and other systems serving the Premises are in good working order as of the Lease Commencement Date. Except for any tenant improvements to be completed by Landlord as described on attached Exhibit C (the "Landlord's Work"), Tenant shall be responsible for performing any work necessary to bring the Premises into a condition satisfactory to Tenant. By signing this Lease, Tenant acknowledges that

LEASE AGREEMENT
(Multi-Tenant Triple Net (NNN) Lease)
(Continued)

it has had an adequate opportunity to investigate the Premises; acknowledges responsibility for making any corrections, alterations and repairs to the Premises (other than the Landlord's Work); and acknowledges that the time needed to complete any such items shall not delay the Commencement Date.

- c. **Tenant Improvements.** Attached Exhibit C sets forth procedures for all tenant improvements to be completed by Tenant (the "Tenant's Work"), if any, that will be performed on the Premises. Tenant shall be responsible for design, payment and performance of all such work

3. TERM. The term of this Lease shall commence on the earlier of (i) the Commencement Date specified in Section 1 (i.e., February 1, 2019), or (ii) on the date of a certificate of occupancy denoting that the Premises are ready for occupancy.

- a. **Early Possession.** If Landlord permits Tenant to possess and occupy the Premises prior to the Commencement Date specified in Section 1, then such early occupancy shall not advance the Commencement Date or the Termination Date set forth in Section 1, but otherwise all terms and conditions of this Lease shall nevertheless apply during the period of early occupancy before the Commencement Date.

- b. **Delayed Possession.** Landlord shall act diligently to make the Premises available to Tenant; provided, however, neither Landlord nor any agent or employee of Landlord shall be liable for any damage or loss due to Landlord's inability or failure to deliver possession of the Premises to Tenant as provided in this Lease. If possession is delayed, the Commencement Date set forth in Section 1 shall also be delayed. In addition, the Termination Date set forth in Section 1 shall be modified so that the length of the Lease term remains the same. If Landlord does not deliver possession of the Premises to Tenant within ___ days (sixty (60) days if not filled in) after the Commencement Date specified in Section 1, Tenant may elect to cancel this Lease by giving written notice to Landlord within ten (10) days after such time period ends. If Tenant gives such notice of cancellation, the Lease shall be cancelled, all prepaid rent and security deposits shall be refunded to Tenant, and neither Landlord nor Tenant shall have any further obligations to the other. The first "Lease year" shall commence on the Commencement Date and shall end on the date which is twelve (12) months from the end of the month in which the Commencement Date occurs. Each successive Lease year during the initial term and any extension terms shall be twelve (12) months, commencing on the first day following the end of the preceding Lease year. To the extent that the tenant improvements are not completed in time for the Tenant to occupy or take possession of the Premises on the Commencement Date due to the failure of Tenant to fulfill any of its obligations under this Lease, the Lease shall nevertheless commence on the Commencement Date set forth in Section 1.

- ad*
State of Washington
- c. **Early Termination.** Tenant shall be permitted to terminate this Lease without cause, effective at any time after the sixth (6th) Lease month upon providing notice of termination to the Landlord together with a true and correct copy of a denial of a Certificate of Need for the Premises from the ~~Snohomish County~~ Department of Health (the "County"), provided however, that Tenant's right to terminate this Lease hereunder shall lapse upon the issuance of a Certificate of Need for the Premises by the County.
- denial of*

4. RENT.

- a. **Payment of Rent.** Tenant shall pay Landlord without notice, demand, deduction or offset, in lawful money of the United States, the monthly Base Rent stated in Section 1 in advance on or before the first day of each month during the Lease term beginning on (check one): the Commencement

LEASE AGREEMENT
(Multi-Tenant Triple Net (NNN) Lease)
(Continued)

Date, or _____ (if no date specified, then on the Commencement Date), and shall also pay any other additional payments due to Landlord ("Additional Rent"), including Operating Costs (collectively the "Rent") when required under this Lease. Payments for any partial month at the beginning or end of the Lease shall be prorated. All payments due to Landlord under this Lease, including late fees and interest, shall also constitute Additional Rent, and upon failure of Tenant to pay any such costs, charges or expenses, Landlord shall have the same rights and remedies as otherwise provided in this Lease for the failure of Tenant to pay rent.

- b. **Triple Net Lease.** This Lease is what is commonly called a "Net, Net, Net" or "triple-net" Lease, which means that, except as otherwise expressly provided herein, Landlord shall receive all Base Rent free and clear of any and all other impositions, taxes, liens, charges or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. In addition to Base Rent, Tenant shall pay to the parties respectively entitled thereto, or satisfy directly, all Additional Rent and other impositions, insurance premiums, repair and maintenance charges, and any other charges, costs, obligations, liabilities, requirements, and expenses, including without limitation the Operating Costs described in Section 8, which arise with regard to the Premises or may be contemplated under any other provision of the Lease during its term, except for costs and expenses expressly made the obligation of Landlord in this Lease. The 2019 estimated NNN expenses are \$9.66 per rentable square foot per year.
- c. **Late Charges; Default Interest.** If any sums payable by Tenant to Landlord under this Lease are not received within five (5) business days after their due date, Tenant shall pay Landlord an amount equal to the greater of \$100 or five percent (5%) of the delinquent amount for the cost of collecting and handling such late payment in addition to the amount due and as Additional Rent. All delinquent sums payable by Tenant to Landlord and not paid within five (5) business days after their due date shall, at Landlord's option, bear interest at the rate of ten percent (10%) per annum, or the highest rate of interest allowable by law, whichever is less (the "Default Rate"). Interest on all delinquent amounts shall be calculated from the original due date to the date of payment.
- d. **Less Than Full Payment.** Landlord's acceptance of less than the full amount of any payment due from Tenant shall not be deemed an accord and satisfaction or compromise of such payment unless Landlord specifically consents in writing to payment of such lesser sum as an accord and satisfaction or compromise of the amount which Landlord claims. Any portion that remains to be paid by Tenant shall be subject to the late charges and default interest provisions of this Section 4.

5. SECURITY DEPOSIT. Upon execution of this Lease, Tenant shall deliver to Landlord the security deposit specified in Section 1 above. Landlord's obligations with respect to the security deposit are those of a trustee and not of a debtor, and Landlord may commingle the security deposit with its other funds. If Tenant breaches any covenant or condition of this Lease, including but not limited to the payment of Rent, Landlord may apply all or any part of the security deposit to the payment of any sum in default and any damage suffered by Landlord as a result of Tenant's breach. Tenant acknowledges, however, that the security deposit shall not be considered as a measure of Tenant's damages in case of default by Tenant, and any payment to Landlord from the security deposit shall not be construed as a payment of liquidated damages for Tenant's default. If Landlord applies the security deposit as contemplated by this Section, Tenant shall, within five (5) days after written demand therefore by Landlord, deposit with Landlord the amount so applied. If Tenant complies with all of the covenants and conditions of this Lease throughout the Lease term, the security deposit shall be repaid to Tenant with interest within thirty (30) days after the surrender of the Premises by Tenant in the condition required hereunder by Section 13 of this Lease.

6. USES. The Premises shall be used only for the Permitted Use specified in Section 1 above, and for no other business or purpose without the prior written consent of Landlord. No act shall be done on or around

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the Premises that is unlawful or that will increase the existing rate of insurance on the Premises, the Building, or the Property, or cause the cancellation of any insurance on the Premises, the Building, or the Property. Tenant shall not commit or allow to be committed any waste upon the Premises, or any public or private nuisance. Tenant shall not do or permit anything to be done on the Premises, the Building, or the Property which will obstruct or interfere with the rights of other tenants or occupants of the Property, or their employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees or to injure or annoy such persons.

7. COMPLIANCE WITH LAWS. Tenant shall not cause or permit the Premises to be used in any way which violates any law, ordinance, or governmental regulation or order. Landlord represents to Tenant that, as of the Commencement Date, to Landlord's knowledge, but without duty of investigation, and with the exception of any Tenant's Work, the Premises comply with all applicable laws, rules, regulations, or orders, including without limitation, the Americans With Disabilities Act, if applicable, and Landlord shall be responsible to promptly cure at its sole cost any noncompliance which existed on the Commencement Date. Tenant shall be responsible for complying with all laws applicable to the Premises as a result of the Permitted Use, and Tenant shall be responsible for making any changes or alterations as may be required by law, rule, regulation, or order for Tenant's Permitted Use at its sole cost and expense. Otherwise, if changes or alterations are required by law, rule, regulation, or order unrelated to the Permitted Use, Landlord shall make changes and alterations at its expense.

8. OPERATING COSTS.

- a. **Definition.** As used herein, "Operating Costs" shall mean all costs of operating, maintaining and repairing the Premises, the Building, and the Property, determined in accordance with generally accepted accounting principles, and including without limitation the following: all taxes and assessments (including, but not limited to, real and personal property taxes and assessments, local improvement district assessments and other special purpose assessments, and taxes on rent or gross receipts); insurance premiums paid by Landlord and (to the extent used) deductibles for insurance applicable to the Property; water, sewer and all other utility charges (other than utilities separately metered and paid directly by Tenant or other tenants); janitorial and all other cleaning services; refuse and trash removal; supplies, materials, tools, and equipment used in the operation, repair, and maintenance of the Property; refurbishing and repainting; carpet replacement; to the extent serving areas other than just the Premises, heating, ventilation and air conditioning ("HVAC") service and repair and replacement of HVAC when necessary; elevator service and repair and replacement of elevators when necessary; pest control; lighting systems, fire detection and security services; landscape maintenance; management (fees and/or personnel costs); parking lot, road, sidewalk and driveway patching, resurfacing and maintenance; snow and ice removal; repair, maintenance, and, where reasonably required, replacement of signage; amortization of capital improvements as Landlord may in the future install to comply with governmental regulations and rules or undertaken in good faith with a reasonable expectation of reducing operating costs (the useful life of which shall be a reasonable period of time as determined by Landlord); costs of legal services (except those incurred directly relating to a particular occupant of the Building); and accounting services, labor, supplies, materials and tools. Landlord and Tenant agree that if the Building is not ninety-five percent (95%) occupied during any calendar year (including the Base Year, if applicable), on a monthly average, then those portions of the Operating Costs that are driven by occupancy rates, as reasonably determined by Landlord, shall be increased to reflect the Operating Costs of the Building as though it were ninety-five percent (95%) occupied and Tenant's Pro Rata Share of Operating Costs shall be based upon Operating Costs as so adjusted. Operating Costs shall not include: Landlord's income tax or general corporate overhead; depreciation on the Building or equipment therein; loan payments; real estate broker's commissions; capital improvements to or major repairs of the Building shell (i.e., the Building structure, exterior walls, roof, and structural floors and foundations), except as described above; or any costs regarding the

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operation, maintenance and repair of the Premises, the Building, or the Property paid directly by Tenant or other tenants in the Building, or otherwise reimbursed to Landlord. If Tenant is renting a pad separate from any other structures on the Property for which Landlord separately furnishes the services described in this paragraph, then the term "Operating Costs" shall not include those costs of operating, repairing, and maintaining the enclosed mall which can be separately allocated to the tenants of the other structures. Operating Costs which cannot be separately allocated to the tenants of other structures may include but are not limited to: insurance premiums; taxes and assessments; management (fees and/or personnel costs); exterior lighting; parking lot, road, sidewalk and driveway patching, resurfacing and maintenance; snow and ice removal; and costs of legal services and accounting services.

- b. **Type of Payment.** Options one and two below address the manner in which Operating Costs are paid under this Lease. To select the pure triple net option, check option 1. To select the base year option, check option 2.

OPTION ONE: TRIPLE NET. As additional Rent, Tenant shall pay to Landlord on the first of each month with payment of Tenant's base Rent one-twelfth of Tenant's Pro Rata Share of Operating Costs.

OPTION TWO: BASE YEAR. The Base Rent paid by Tenant under this Lease includes Tenant's Pro Rata Share of Operating Costs for the calendar year in which the Commencement Date occurs (the "Base Year"). As additional Rent, Tenant shall pay to Landlord on the first day of each month commencing on the first day of the first year after the Commencement Date, with Tenant's payment of
Base Rent, one-twelfth of the amount, if any, by which Tenant's Pro Rata Share of Operating Costs exceeds Tenant's annualized Pro Rata Share of Operating Costs for the Base Year.

- c. **Method of Payment.** Tenant shall pay to Landlord Operating Costs pursuant to the following procedure:

- (i) Landlord shall provide to Tenant, at or before the Commencement Date, a good faith estimate of annual Operating Costs for the calendar year in which the Commencement Date occurs. Landlord shall also provide to Tenant, as soon as possible following the first day of each succeeding calendar year, a good faith estimate of Tenant's annual Pro Rata Share of Operating Costs for the then-current year.
- (ii) Each estimate of Tenant's annual Pro Rata Share of Operating Costs determined by Landlord, as described above, shall be divided into twelve (12) equal monthly installments. If Tenant pays Operating Costs under Option One, Tenant shall pay to Landlord such monthly installment of Operating Costs with each monthly payment of Base Rent. If Tenant pays Operating Costs under Option Two, Tenant shall pay to Landlord with each monthly payment of Base Rent the amount, if any, by which such monthly installments of Operating Costs exceed one twelfth of Tenant's annualized Pro Rate Share of Operating Costs for the Base Year. In the event the estimated amount of Tenant's Pro Rata Share of Operating Costs has not yet been determined for any calendar year, Tenant shall pay the monthly installment in the estimated amount determined for the preceding calendar year until the estimate for the current calendar year has been provided to Tenant. When the estimate for the current calendar year is received, Tenant shall then pay any shortfall or receive a credit for any surplus for the preceding months of the current calendar year and shall, thereafter, make the monthly installment payments in accordance with the current estimate.

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- (iii) As soon as reasonably possible following the end of each calendar year of the Lease term, Landlord shall determine and provide to Tenant a statement (the "Operating Costs Statement") setting forth the amount of Operating Costs actually incurred and the amount of Tenant's Pro Rata Share of Operating Costs actually payable by Tenant with respect to such calendar year. In the event the amount of Tenant's Pro Rata Share of Operating Costs exceeds the sum of the monthly installments actually paid by Tenant for such calendar year, Tenant shall pay to Landlord the difference within thirty (30) days following receipt of the Operating Costs Statement. In the event the sum of the monthly installments actually paid by Tenant for such calendar year exceeds the amount of Tenant's Pro Rata Share of Operating Costs actually due and owing, the difference shall be applied as a credit to Tenant's future Pro Rata Share of Operating Costs payable by Tenant pursuant to this Section, or if the term has expired, the excess shall be refunded to Tenant within thirty (30) days after delivery of such Operating Costs Statement.
- (iv) Should Tenant dispute any amount shown on the Operating Costs Statement, Tenant may audit Landlord's books and records for the calendar year covered by such Operating Costs Statement upon written notice to Landlord given within ninety (90) days after Tenant's receipt of such Operating Costs Statement. If Tenant fails to provide notice of dispute within such ninety (90) day period, the Operating Costs Statement shall be final and conclusive. Any audit conducted by Tenant shall be completed within sixty (60) days after Tenant's request therefor. In the event the amount of Tenant's Pro Rata Share of Operating Costs exceeds the sum of the monthly installments actually paid by Tenant for such calendar year, Tenant shall pay to Landlord the difference within thirty (30) days following completion of the audit. In the event the sum of the monthly installments actually paid by Tenant for such calendar year exceeds the amount of Tenant's Pro Rata Share of Operating Costs actually due and owing, the difference shall be applied as a credit to Tenant's future Pro Rata Share of Operating Costs payable by Tenant pursuant to this Section, or if the term has expired, the excess shall be refunded to Tenant within thirty (30) days after completion of the audit. Landlord and Tenant shall cooperate as may be reasonably necessary in order to facilitate the timely completion of any audit. Nothing in this section shall in any manner modify Tenant's obligations to make payments as and when provided under this Lease.

9. UTILITIES AND SERVICES. Landlord shall provide the Premises the following services, the cost of which shall be included in the Operating Costs, to the extent not separately metered to the Premises: water, electricity, and HVAC from 7:00 a.m. to 6:00 p.m. Monday to Friday; and 8:00 a.m. to 1:00 p.m. on Saturday. Landlord shall provide janitorial service to the Premises and Building five (5) nights each week, exclusive of holidays, the cost of which shall also be included in Operating Costs. HVAC services will also be provided by Landlord to the Premises during additional hours on reasonable notice to Landlord, at Tenant's sole cost and expense, at an hourly rate reasonably established by Landlord from time to time and payable by Tenant, as and when billed, as Additional Rent. Notwithstanding the foregoing, if Tenant's use of the Premises incurs utility service charges which are above those usual and customary for the Permitted Use, Landlord reserves the right to require Tenant to pay a reasonable additional charge for such usage. Landlord shall not be liable for any loss, injury or damage to person or property caused by or resulting from any variation, interruption, or failure of utilities due to any cause whatsoever, and Rent shall not abate as a result thereof. Tenant shall furnish all other utilities (including, but not limited to, telephone, Internet, and cable service if available) and other services which Tenant requires with respect to the Premises, and shall pay, at Tenant's sole expense, the cost of all utilities separately metered to the Premises, and of all other utilities and other services which Tenant requires with respect to the Premises, except those to be provided by Landlord and included in Operating Costs as described above.

10. TAXES. Tenant shall pay all taxes, assessments, liens and license fees ("Taxes") levied, assessed or imposed by any authority having the direct or indirect power to tax or assess any such liens, related to or required by Tenant's use of the Premises as well as all Taxes on Tenant's personal property located on the

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Premises. Landlord shall pay all taxes and assessments with respect to the Property, including any taxes resulting from a reassessment of the Building or the Property due to a change of ownership or otherwise, all of which shall be included in Operating Costs and subject to partial reimbursement by Tenant as set forth in Section 8.

11. COMMON AREAS.

- a. **Definition.** The term "Common Areas" means all areas, facilities and building systems that are provided and designated from time to time by Landlord for the general non-exclusive use and convenience of Tenant with other tenants and which are not leased or held for the exclusive use of a particular tenant. To the extent that such areas and facilities exist within the Property, Common Areas include hallways, entryways, stairs, elevators, driveways, walkways, terraces, docks, loading areas, restrooms, trash facilities, parking areas and garages, roadways, pedestrian sidewalks, landscaped areas, security areas, lobby or mall areas, common heating, ventilating and air conditioning systems, common electrical service, equipment and facilities, and common mechanical systems, equipment and facilities. Tenant shall comply with reasonable rules and regulations concerning the use of the Common Areas adopted by Landlord from time to time. Without advance notice to Tenant and without any liability to Tenant, Landlord may change the size, use, or nature of any Common Areas, erect improvements on the Common Areas or convert any portion of the Common Areas to the exclusive use of Landlord or selected tenants, so long as Tenant is not thereby deprived of the substantial benefit of the Premises. Landlord reserves the use of exterior walls and the roof, and the right to install, maintain, use, repair and replace pipes, ducts, conduits, and wires leading through the Premises in areas which will not materially interfere with Tenant's use thereof.
- b. **Use of the Common Areas.** Tenant shall have the non-exclusive right, in common with such other tenants to whom Landlord has granted or may grant such rights, to use the Common Areas. Tenant shall abide by rules and regulations adopted by Landlord from time to time and shall use its best efforts to cause its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees to comply with those rules and regulations, and not interfere with the use of Common Areas by others.
- c. **Maintenance of Common Areas.** Landlord shall maintain the Common Areas in good order, condition and repair. This maintenance cost shall be an Operating Cost chargeable to Tenant pursuant to Section 8. In performing such maintenance, Landlord shall use reasonable efforts to minimize interference with Tenant's use and enjoyment of the Premises.

12. ALTERATIONS. Tenant may make alterations, additions or improvements to the Premises, including any Tenant Work identified on attached Exhibit C (the "Alterations"), only with the prior written consent of Landlord, which, with respect to Alterations not affecting the structural components of the Premises or utility systems therein, shall not be unreasonably withheld, conditioned, or delayed. Landlord shall have thirty (30) days in which to respond to Tenant's request for any Alterations so long as such request includes the name of Tenant's contractors and reasonably detailed plans and specifications therefor. The term "Alterations" shall not include the installation of shelves, movable partitions, Tenant's equipment, and trade fixtures that may be performed without damaging existing improvements or the structural integrity of the Premises, the Building, or the Property, and Landlord's consent shall not be required for Tenant's installation or removal of those items. Tenant shall perform all work at Tenant's expense and in compliance with all applicable laws and shall complete all Alterations in accordance with plans and specifications approved by Landlord, using contractors approved by Landlord, and in a manner so as not to unreasonably interfere with other tenants. Tenant shall pay, when due, or furnish a bond for payment (as set forth in Section 20) all claims for labor or materials furnished to or for Tenant at or for use in the Premises, which

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claims are or may be secured by any mechanics' or materialmen's liens against the Premises or the Property or any interest therein. Tenant shall remove all Alterations at the end of the Lease term unless Landlord conditioned its consent upon Tenant leaving a specified Alteration at the Premises, in which case Tenant shall not remove such Alteration, and it shall become Landlord's property. Tenant shall immediately repair any damage to the Premises caused by removal of Alterations.

13. REPAIRS AND MAINTENANCE; SURRENDER. Tenant shall, at its sole expense, maintain the entire Premises in good condition and promptly make all non-structural repairs and replacements necessary to keep the Premises safe and in good condition. Landlord shall maintain and repair the Building structure, foundation, subfloor, exterior walls, roof structure and surface, and HVAC components and other utilities and systems serving more than just the Premises, and the Common Areas, the costs of which shall be included as an Operating Cost. Tenant shall not damage any demising wall or disturb the structural integrity of the Premises, the Building, or the Property and shall promptly repair any damage or injury done to any such demising walls or structural elements caused by Tenant or its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees. Notwithstanding anything in this Section to the contrary, Tenant shall not be responsible for any repairs to the Premises made necessary by the negligence or willful misconduct of Landlord or its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees therein. If the Tenant notifies the Landlord of a repair or maintenance need for the Building structure, foundation, subfloor, exterior walls, roof structure and surface, and HVAC components and other utilities and systems serving more than just the Premises, and the Common Areas, the Landlord will acknowledge receipt of such notification and provide an anticipated repair schedule within five (5) business days. Repairs shall be accomplished within thirty (30) days of receipt of Tenant's notice, unless (i) an alternative repair completion date has been reasonably agreed upon by both parties in writing, or (ii) in the event the repair or maintenance is not reasonably able to be completed within thirty (30) days, Landlord has ordered or commenced the repair or maintenance within that time. If Tenant fails to perform Tenant's obligations under this Section, Landlord may at Landlord's option enter upon the Premises after ten (10) days' prior notice to Tenant and put the same in good order, condition and repair and the cost thereof together with interest thereon at the default rate set forth in Section 4 shall be due and payable as additional rent to Landlord together with Tenant's next installment of Base Rent. If Landlord fails to perform its obligations under this Section, the Tenant will have the right to withhold its next installment of Base Rent until such repairs are completed without being found in default or subject to the late fees in Section 4. Upon expiration of the Lease term, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises, together with all keys, to Landlord in as good condition as when received by Tenant from Landlord or as thereafter improved, reasonable wear and tear and insured casualty excepted.

14. ACCESS AND RIGHT OF ENTRY. After twenty-four (24) hours' notice from Landlord (except in cases of emergency, when no notice shall be required), Tenant shall permit Landlord and its agents, employees and contractors to enter the Premises at all reasonable times to make repairs, inspections, alterations or improvements, provided that Landlord shall use reasonable efforts to minimize interference with Tenant's use and enjoyment of the Premises. This Section shall not impose any repair or other obligation upon Landlord not expressly stated elsewhere in this Lease. After reasonable notice to Tenant, Landlord shall have the right to enter the Premises for the purpose of (a) showing the Premises to prospective purchasers or lenders at any time, and to prospective tenants within one hundred eighty (180) days prior to the expiration or sooner termination of the Lease term; and (b) posting "for lease" signs within one hundred eighty (180) days prior to the expiration or sooner termination of the Lease term.

15. SIGNAGE. Tenant shall obtain Landlord's written consent as to size, location, materials, method of attachment, and appearance, before installing any signs upon the Premises. Tenant shall install any approved signage at Tenant's sole expense and in compliance with all applicable laws. Tenant shall not damage or deface the Premises in installing or removing signage and shall repair any injury or damage to

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the Premises caused by such installation or removal. Landlord will provide building standard lobby and suite signage at Landlord's sole cost.

16. DESTRUCTION OR CONDEMNATION.

- a. **Damage and Repair.** If the Premises or the portion of the Building or the Property necessary for Tenant's occupancy are partially damaged but not rendered untenable, by fire or other insured casualty, then Landlord shall diligently restore the Premises and the portion of the Property necessary for Tenant's occupancy to the extent required below and this Lease shall not terminate. Tenant may, however, terminate the Lease if Landlord is unable to restore the Premises within six (6) months of the casualty event by giving twenty (20) days written notice of termination.

The Premises or the portion of the Building or the Property necessary for Tenant's occupancy shall not be deemed untenable if twenty-five percent (25%) or less of each of those areas are damaged. If insurance proceeds are not available or are not sufficient to pay the entire cost of restoring the Premises, or if Landlord's lender does not permit all or any part of the insurance proceeds to be applied toward restoration, then Landlord may elect to terminate this Lease and keep the insurance proceeds, by notifying Tenant within sixty (60) days of the date of such casualty.

If the Premises, the portion of the Building or the Property necessary for Tenant's occupancy, or fifty percent (50%) or more of the rentable area of the Property are entirely destroyed, or partially damaged and rendered untenable, by fire or other casualty, Landlord may, at its option: (a) terminate this Lease as provided herein, or (b) restore the Premises and the portion of the Property necessary for Tenant's occupancy to their previous condition to the extent required below; provided, however, if such casualty event occurs during the last six (6) months of the Lease term (after considering any option to extend the term timely exercised by Tenant) then either Tenant or Landlord may elect to terminate the Lease. If, within sixty (60) days after receipt by Landlord from Tenant of written notice that Tenant deems the Premises or the portion of the Property necessary for Tenant's occupancy untenable, Landlord fails to notify Tenant of its election to restore those areas, or if Landlord is unable to restore those areas within six (6) months of the date of the casualty event, then Tenant may elect to terminate the Lease upon twenty (20) days' notice to Landlord unless Landlord, within such twenty (20) day period, notifies Tenant that it will in fact restore the Premises or actually completes such restoration work to the extent required below, as applicable.

If Landlord restores the Premises or the Property under this Section, Landlord shall proceed with reasonable diligence to complete the work, and the Rent shall be abated in the same proportion as the untenable portion of the Premises bears to the whole Premises, provided that there shall be a Rent abatement only if the damage or destruction of the Premises or the Property did not result from, or was not contributed to directly or indirectly by the act, fault or neglect of Tenant, or Tenant's employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees. No damages, compensation or claim shall be payable by Landlord for inconvenience, loss of business or annoyance directly, incidentally or consequentially arising from any repair or restoration of any portion of the Premises or the Property. Landlord shall have no obligation to carry insurance of any kind for the protection of Tenant; any alterations or improvements paid for by Tenant; any Tenant's Work identified in Exhibit C (regardless of who may have completed them); Tenant's furniture; or on any fixtures, equipment, improvements or appurtenances of Tenant under this Lease, and Landlord's restoration obligations hereunder shall not include any obligation to repair any damage thereto or replace the same.

- b. **Condemnation.** If the Premises, the portion of the Building or the Property necessary for Tenant's occupancy, or 50% or more of the rentable area of the Property are made untenable by eminent domain, or conveyed under a threat of condemnation, this Lease shall terminate at the option of

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either Landlord or Tenant as of the earlier of the date title vests in the condemning authority or the condemning authority first has possession of the Premises or the portion of the Property taken by the condemning authority. All Rents and other payments shall be paid to that date. If the condemning authority takes a portion of the Premises or of the Building or the Property necessary for Tenant's occupancy that does not render them untenable, then this Lease shall continue in full force and effect and the Rent shall be equitably reduced based on the proportion by which the floor area of any structures is reduced. The reduction in Rent shall be effective on the earlier of the date the condemning authority first has possession of such portion or title vests in the condemning authority. The Premises or the portion of the Building or the Property necessary for Tenant's occupancy shall not be deemed untenable if twenty-five percent (25%) or less of each of those areas are condemned. Landlord shall be entitled to the entire award from the condemning authority attributable to the value of the Premises or the Building or the Property and Tenant shall make no claim for the value of its leasehold. Tenant shall be permitted to make a separate claim against the condemning authority for moving expenses if Tenant may terminate the Lease under this Section, provided that in no event shall Tenant's claim reduce Landlord's award.

17. INSURANCE.

- a. **Tenant's Liability Insurance.** During the Lease term, Tenant shall pay for and maintain commercial general liability insurance. This policy shall name Landlord, its property manager (if any), and other parties designated by Landlord as additional insureds, and shall insure Tenant's activities and those of Tenant's employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees with respect to the Premises against loss, damage or liability for personal injury or bodily injury (including death) or loss or damage to property with a combined single limit of not less than \$2,000,000. Tenant's insurance will be primary and noncontributory with any liability insurance carried by Landlord. Landlord may also require Tenant to obtain and maintain business income coverage for at least six (6) months, business auto liability coverage, and, if applicable to Tenant's Permitted Use, liquor liability insurance and/or warehouseman's coverage.
- b. **Tenant's Property Insurance.** During the Lease term, Tenant shall pay for and maintain property insurance (with coverage for earthquake if required by Landlord's lender and, if the Premises are situated in a flood plain, flood damage) for all of Tenant's personal property, fixtures and equipment in the amount of their full replacement value.
- c. **Miscellaneous.** Tenant's insurance required under this Section shall be with companies rated A-/VII or better in Best's Insurance Guide, and which are admitted in the State in which the Premises are located. No insurance policy shall be cancelled or reduced in coverage. Tenant shall deliver to Landlord upon commencement of the Lease and from time to time thereafter, certificates of insurance. In no event shall the limits of such policies be considered as limiting the liability of Tenant under this Lease. If Tenant fails to acquire or maintain any insurance or provide any policy or evidence of insurance required by this Section, and such failure continues for three (3) days after notice from Landlord, Landlord may, but shall not be required to, obtain such insurance for Landlord's benefit and Tenant shall reimburse Landlord for the costs of such insurance upon demand. Such amounts shall be Additional Rent payable by Tenant hereunder and in the event of non-payment thereof, Landlord shall have the same rights and remedies with respect to such non-payment as it has with respect to any other non-payment of Rent hereunder.
- d. **Landlord's Insurance.** Landlord shall carry special form clauses of loss coverage property insurance of the Building shell and core in the amount of their full replacement value, liability insurance with respect to the Common Areas, and such other insurance of such types and amounts as Landlord, in its discretion, shall deem reasonably appropriate. The cost of any such insurance

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shall be included in the Operating Costs, and if such insurance is provided by a "blanket policy" insuring other parties or locations in addition to the Building, then only the portion of the premiums allocable to the Building and Property shall be included in the Operating Costs.

- e. **Waiver of Subrogation.** Landlord and Tenant hereby release each other and any other tenant, their agents or employees, from responsibility for, and waive their entire claim of recovery for any loss or damage arising from any cause covered by property insurance required to be carried or otherwise carried by each of them. Each party shall provide notice to the property insurance carrier or carriers of this mutual waiver of subrogation, and shall cause its respective property insurance carriers to waive all rights of subrogation against the other. This waiver shall not apply to the extent of the deductible amounts to any such property policies or to the extent of liabilities exceeding the limits of such policies.

18. INDEMNIFICATION.

- a. **Indemnification by Tenant.** Tenant shall defend, indemnify, and hold Landlord and its property manager (if any) harmless against all liabilities, damages, costs, and expenses, including attorneys' fees, for personal injury, bodily injury (including death) or property damage arising from any negligent or wrongful act or omission of Tenant or Tenant's employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees on or around the Premises or the Property, or arising from any breach of this Lease by Tenant. Tenant shall use legal counsel reasonably acceptable to Landlord in defense of any action within Tenant's defense obligation.
- b. **Indemnification by Landlord.** Landlord shall defend, indemnify and hold Tenant harmless against all liabilities, damages, costs, and expenses, including attorneys' fees, for personal injury, bodily injury (including death) or property damage arising from any negligent or wrongful act or omission of Landlord or Landlord's employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees on or around the Premises or the Property, or arising from any breach of this Lease by Landlord. Landlord shall use legal counsel reasonably acceptable to Tenant in defense of any action within Landlord's defense obligation.
- c. **Waiver of Immunity.** Landlord and Tenant each specifically and expressly waive any immunity that each may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Neither party's indemnity obligations under this Lease shall be limited by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under the Worker Compensation Acts, Disability Benefit Acts or other employee benefit acts.
- d. **Exemption of Landlord from Liability.** Except to the extent of claims arising out of Landlord's gross negligence or intentional misconduct, Landlord shall not be liable for injury to Tenant's business or assets or any loss of income therefrom or for damage to any property of Tenant or of its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, or any other person in or about the Premises or the Property.
- e. **Survival.** The provisions of this Section 18 shall survive expiration or termination of this Lease.

19. ASSIGNMENT AND SUBLETTING. Tenant shall not assign, sublet, mortgage, encumber or otherwise transfer any interest in this Lease (collectively referred to as a "Transfer") or any part of the Premises, without first obtaining Landlord's written consent, which shall not be unreasonably withheld, conditioned, or delayed. No Transfer shall relieve Tenant of any liability under this Lease notwithstanding Landlord's consent to such Transfer. Consent to any Transfer shall not operate as a waiver of the necessity for

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Landlord's consent to any subsequent Transfer. In connection with each request for consent to a Transfer, Tenant shall pay the reasonable cost of processing same, including attorneys' fees, upon demand of Landlord, in an amount not to exceed \$5,000.

If Tenant is a partnership, limited liability company, corporation, or other entity, any transfer of this Lease by merger, consolidation, redemption or liquidation, or any change in the ownership of, or power to vote, which singularly or collectively represents a majority of the beneficial interest in Tenant, shall constitute a Transfer under this Section.

As a condition to Landlord's approval, if given, any potential assignee or sublessee otherwise approved by Landlord shall assume all obligations of Tenant under this Lease and shall be jointly and severally liable with Tenant and any guarantor, if required, for the payment of Rent and performance of all terms of this Lease. In connection with any Transfer, Tenant shall provide Landlord with copies of all assignments, subleases and assumption agreement or documents.

20. LIENS. Tenant shall not subject the Landlord's assets to any liens or claims of lien. Tenant shall keep the Premises free from any liens created by or through Tenant. Tenant shall indemnify and hold Landlord harmless from liability for any such liens including, without limitation, liens arising from any Alterations. If a lien is filed against the Premises by any person claiming by, through or under Tenant, Tenant shall, within ten (10) days after Landlord's demand, at Tenant's expense, either remove the lien or furnish to Landlord a bond in form and amount and issued by a surety satisfactory to Landlord, indemnifying Landlord and the Premises against all liabilities, costs and expenses, including attorneys' fees, which Landlord could reasonably incur as a result of such lien.

21. DEFAULT. The following occurrences shall each constitute a default by Tenant (an "Event of Default"):

- a. **Failure To Pay.** Failure by Tenant to pay any sum, including Rent, due under this Lease following five (5) days' notice from Landlord of the failure to pay.
- b. **Insolvency.** Tenant's insolvency or bankruptcy (whether voluntary or involuntary); or appointment of a receiver, assignee or other liquidating officer for Tenant's business; provided, however, that in the event of any involuntary bankruptcy or other insolvency proceeding, the existence of such proceeding shall constitute an Event of Default only if such proceeding is not dismissed or vacated within sixty (60) days after its institution or commencement.
- c. **Levy or Execution.** The taking of Tenant's interest in this Lease or the Premises, or any part thereof, by execution or other process of law directed against Tenant, or attachment of Tenant's interest in this Lease by any creditor of Tenant, if such attachment is not discharged within fifteen (15) days after being levied.
- d. **Other Non-Monetary Defaults.** The breach by Tenant of any agreement, term or covenant of this Lease other than one requiring the payment of money and not otherwise enumerated in this Section or elsewhere in this Lease, which breach continues for a period of thirty (30) days after notice by Landlord to Tenant of the breach.
- e. **Failure to Take Possession.** Failure by Tenant to take possession of the Premises on the Commencement Date or failure by Tenant to commence any Tenant Improvement in a timely fashion. Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event less than thirty (30) days after notice by Tenant to Landlord. If Landlord fails to cure any such default within the allotted time, Tenant's sole

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remedy shall be to seek actual money damages (but not consequential or punitive damages) for loss arising from Landlord's failure to discharge its obligations under this Lease. Nothing herein contained shall relieve Landlord from its duty to perform of any of its obligations to the standard prescribed in this Lease. Any notice periods granted herein shall be deemed to run concurrently with and not in addition to any default notice periods required by law.

- f. **Vacation/Abandonment.** Vacation by Tenant of the Premises (defined as an absence for at least fifteen (15) consecutive days without prior notice to Landlord), or abandonment by Tenant of the Premises (defined as an absence of five (5) days or more while Tenant is in breach of some other term of this Lease). Tenant's vacation or abandonment of the Premises shall not be subject to any notice or right to cure.

22. REMEDIES. Landlord shall have the following remedies upon an Event of Default. Landlord's rights and remedies under this Lease shall be cumulative, and none shall exclude any other right or remedy allowed by law.

- a. **Termination of Lease.** Landlord may terminate Tenant's interest under the Lease, but no act by Landlord other than notice of termination from Landlord to Tenant shall terminate this Lease. The Lease shall terminate on the date specified in the notice of termination. Upon termination of this Lease, Tenant will remain liable to Landlord for damages in an amount equal to the Rent and other sums that would have been owing by Tenant under this Lease for the balance of the Lease term, less the net proceeds, if any, of any reletting of the Premises by Landlord subsequent to the termination, after deducting all of Landlord's Reletting Expenses (as defined below). Landlord shall be entitled to either collect damages from Tenant monthly on the days on which rent or other amounts would have been payable under the Lease, or alternatively, Landlord may accelerate Tenant's obligations under the Lease and recover from Tenant: (i) unpaid rent which had been earned at the time of termination; (ii) the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of rent loss that Tenant proves could reasonably have been avoided; (iii) the amount by which the unpaid rent for the balance of the term of the Lease after the time of award exceeds the amount of rent loss that Tenant proves could reasonably be avoided (discounting such amount by the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus 1%); and (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under the Lease, or which in the ordinary course would be likely to result from the Event of Default, including without limitation Reletting Expenses described below.
- b. **Re-Entry and Reletting.** Landlord may continue this Lease in full force and effect, and without demand or notice, re-enter and take possession of the Premises or any part thereof, expel the Tenant from the Premises and anyone claiming through or under the Tenant, and remove the personal property of either. Landlord may relet the Premises, or any part of them, in Landlord's or Tenant's name for the account of Tenant, for such period of time and at such other terms and conditions as Landlord, in its discretion, may determine. Landlord may collect and receive the rents for the Premises. To the fullest extent permitted by law, the proceeds of any reletting shall be applied: first, to pay Landlord all Reletting Expenses (defined below); second, to pay any indebtedness of Tenant to Landlord other than rent; third, to the rent due and unpaid hereunder; and fourth, the residue, if any, shall be held by Landlord and applied in payment of other or future obligations of Tenant to Landlord as the same may become due and payable, and Tenant shall not be entitled to receive any portion of such revenue. Re-entry or taking possession of the Premises

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by Landlord under this Section shall not be construed as an election on Landlord's part to terminate this Lease, unless a notice of termination is given to Tenant. Landlord reserves the right following any re-entry or reletting, or both, under this Section to exercise its right to terminate the Lease. Tenant will pay Landlord the Rent and other sums which would be payable under this Lease if repossession had not occurred, less the net proceeds, if any, after reletting the Premises and after deducting Landlord's Reletting Expenses. "Reletting Expenses" is defined to include all expenses incurred by Landlord in connection with reletting the Premises, including without limitation, all repossession costs, brokerage commissions and costs for securing new tenants, attorneys' fees, remodeling and repair costs, costs for removing persons or property, costs for storing Tenant's property and equipment, and costs of tenant improvements and rent concessions granted by Landlord to any new Tenant, prorated over the life of the new lease.

- c. **Waiver of Redemption Rights.** Tenant, for itself, and on behalf of any and all persons claiming through or under Tenant, including creditors of all kinds, hereby waives and surrenders all rights and privileges which they may have under any present or future law, to redeem the Premises or to have a continuance of this Lease for the Lease term, or any extension thereof.
- d. **Nonpayment of Additional Rent.** All costs which Tenant is obligated to pay to Landlord pursuant to this Lease shall in the event of nonpayment be treated as if they were payments of Rent, and Landlord shall have the same rights it has with respect to nonpayment of Rent.
- e. **Failure to Remove Property.** If Tenant fails to remove any of its property from the Premises at Landlord's request following an uncured Event of Default, Landlord may, at its option, remove and store the property at Tenant's expense and risk. If Tenant does not pay the storage cost within five (5) days of Landlord's request, Landlord may, at its option, have any or all of such property sold at public or private sale (and Landlord may become a purchaser at such sale), in such manner as Landlord deems proper, without notice to Tenant. Landlord shall apply the proceeds of such sale: (i) to the expense of such sale, including reasonable attorneys' fees actually incurred; (ii) to the payment of the costs or charges for storing such property; (iii) to the payment of any other sums of money which may then be or thereafter become due Landlord from Tenant under any of the terms hereof; and (iv) the balance, if any, to Tenant. Nothing in this Section shall limit Landlord's right to sell Tenant's personal property as permitted by law or to foreclose Landlord's lien for unpaid rent.

23. MORTGAGE SUBORDINATION AND ATTORNMEN. This Lease shall automatically be subordinate to any mortgage or deed of trust created by Landlord which is now existing or hereafter placed upon the Premises including any advances, interest, modifications, renewals, replacements or extensions ("Landlord's Mortgage"). Tenant shall attorn to the holder of any Landlord's Mortgage or any party acquiring the Premises at any sale or other proceeding under any Landlord's Mortgage provided the acquiring party assumes the obligations of Landlord under this Lease. Tenant shall promptly and in no event later than fifteen (15) days after request execute, acknowledge and deliver documents which the holder of any Landlord's Mortgage may reasonably require as further evidence of this subordination and attornment. Notwithstanding the foregoing, Tenant's obligations under this Section to subordinate in the future are conditioned on the holder of each Landlord's Mortgage and each party acquiring the Premises at any sale or other proceeding under any such Landlord's Mortgage not disturbing Tenant's occupancy and other rights under this Lease, so long as no uncured Event of Default by Tenant exists.

24. NON-WAIVER. Landlord's waiver of any breach of any provision contained in this Lease shall not be deemed to be a waiver of the same provision for subsequent acts of Tenant. The acceptance by Landlord of Rent or other amounts due by Tenant hereunder shall not be deemed to be a waiver of any previous breach by Tenant.

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25. HOLDOVER. If Tenant shall, without the written consent of Landlord, remain in possession of the Premises and fail to return them to Landlord after the expiration or termination of this Lease, the tenancy shall be a holdover tenancy and shall be on a month-to-month basis, which may be terminated according to Washington law. During such tenancy, Tenant agrees to pay to Landlord 200% of the rate of rental last payable under this Lease, unless a different rate is agreed upon by Landlord. All other terms of the Lease shall remain in effect. Tenant acknowledges and agrees that this Section does not grant any right to Tenant to holdover, and that Tenant may also be liable to Landlord for any and all damages or expenses which Landlord may have to incur as a result of Tenant's holdover.

26. NOTICES. All notices under this Lease shall be in writing and effective (i) when delivered in person or via overnight courier to the other party, (ii) three (3) days after being sent by registered or certified mail to the other party at the address set forth in Section 1; or (iii) upon confirmed transmission by facsimile to the other party at the facsimile numbers set forth in Section 1. The addresses for notices and payment of rent set forth in Section 1 may be modified by either party only by written notice delivered in conformance with this Section.

27. COSTS AND ATTORNEYS' FEES. If Tenant or Landlord engage the services of an attorney to collect monies due or to bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Landlord for the recovery of Rent or other payments, or possession of the Premises, the losing party shall pay the prevailing party a reasonable sum for attorneys' fees in such action, whether in mediation or arbitration, at trial, on appeal, or in any bankruptcy proceeding.

28. ESTOPPEL CERTIFICATES. Tenant shall, from time to time, upon written request of Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement specifying the following, subject to any modifications necessary to make such statements true and complete: (i) the total rentable square footage of the Premises; (ii) the date the Lease term commenced and the date it expires; (iii) the amount of minimum monthly Rent and the date to which such Rent has been paid; (iv) that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended in any way; (v) that this Lease represents the entire agreement between the parties; (vi) that all obligations under this Lease to be performed by either party have been satisfied; (vii) that there are no existing claims, defenses or offsets which the Tenant has against the enforcement of this Lease by Landlord; (viii) the amount of Rent, if any, that Tenant paid in advance; (ix) the amount of security that Tenant deposited with Landlord; (x) if Tenant has sublet all or a portion of the Premises or assigned its interest in the Lease and to whom; (xi) if Tenant has any option to extend the Lease or option to purchase the Premises; and (xii) such other factual matters concerning the Lease or the Premises as Landlord may reasonably request. Tenant acknowledges and agrees that any statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest or assignee of any mortgage or new mortgagee of Landlord's interest in the Premises. If Tenant shall fail to respond within ten (10) days to Landlord's request for the statement required by this Section, Landlord may provide the statement and Tenant shall be deemed to have admitted the accuracy of the information provided by Landlord.

29. TRANSFER OF LANDLORD'S INTEREST. This Lease shall be assignable by Landlord without the consent of Tenant. In the event of any transfer or transfers of Landlord's interest in the Premises, other than a transfer for collateral purposes only, upon the assumption of this Lease by the transferee, Landlord shall be automatically relieved of obligations and liabilities accruing from and after the date of such transfer, including any liability for any retained security deposit or prepaid rent, for which the transferee shall be liable, and Tenant shall attorn to the transferee.

30. LANDLORD'S LIABILITY. Anything in this Lease to the contrary notwithstanding, covenants, undertakings and agreements herein made on the part of Landlord are made and intended not as personal covenants, undertakings and agreements for the purpose of binding Landlord personally or the assets of Landlord but are made and intended for the purpose of binding only the Landlord's interest in the Premises,

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as the same may from time to time be encumbered. In no event shall Landlord or its partners, shareholders, or members, as the case may be, ever be personally liable hereunder.

31. RIGHT TO PERFORM. If Tenant shall fail to timely pay any sum or perform any other act on its part to be performed hereunder, Landlord may make any such payment or perform any such other act on Tenant's behalf. Tenant shall, within ten (10) days of demand, reimburse Landlord for its expenses incurred in making such payment or performance. Landlord shall (in addition to any other right or remedy of Landlord provided by law) have the same rights and remedies in the event of the nonpayment of sums due under this Section as in the case of default by Tenant in the payment of Rent.

32. HAZARDOUS MATERIAL. As used herein, the term "Hazardous Material" means any hazardous, dangerous, toxic or harmful substance, material or waste including biomedical waste which is or becomes regulated by any local governmental authority, the State of Washington or the United States Government, due to its potential harm to the health, safety or welfare of humans or the environment. Landlord represents and warrants to Tenant that, to Landlord's knowledge without duty of investigation, there is no Hazardous Material on, in, or under the Premises as of the Commencement Date except as may otherwise have been disclosed to Tenant in writing before the execution of this Lease. If there is any Hazardous Material on, in, or under the Premises as of the Commencement Date which has been or thereafter becomes unlawfully released through no fault of Tenant, then Landlord shall indemnify, defend and hold Tenant harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including without limitation sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees, incurred or suffered by Tenant either during or after the Lease term as the result of such contamination.

Tenant shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about, or disposed of on the Premises or the Property by Tenant, its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, except with Landlord's prior consent and then only upon strict compliance with all applicable federal, state and local laws, regulations, codes and ordinances. If Tenant breaches the obligations stated in the preceding sentence, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including, without limitation, diminution in the value of the Premises or the Property; damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises or the Property, or elsewhere; damages arising from any adverse impact on marketing of space at the Premises or the Property; and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees incurred or suffered by Landlord either during or after the Lease term. These indemnifications by Landlord and Tenant include, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work, whether or not required by any federal, state or local governmental agency or political subdivision, because of Hazardous Material present in the Premises, or in soil or ground water on or under the Premises. Tenant shall immediately notify Landlord of any inquiry, investigation or notice that Tenant may receive from any third party regarding the actual or suspected presence of Hazardous Material on the Premises.

Without limiting the foregoing, if the presence of any Hazardous Material brought upon, kept or used in or about the Premises or the Property by Tenant, its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, results in any unlawful release of any Hazardous Materials on the Premises or the Property, Tenant shall promptly take all actions, at its sole expense, as are necessary to return the Premises or the Property to the condition existing prior to the release of any such Hazardous Material; provided that Landlord's approval of such actions shall first be obtained, which approval may be withheld at Landlord's sole discretion. The provisions of this Section 32 shall survive expiration or termination of this Lease.

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33. QUIET ENJOYMENT. So long as Tenant pays the Rent and performs all of its obligations in this Lease, Tenant's possession of the Premises will not be disturbed by Landlord or anyone claiming by, through or under Landlord.

34. MERGER. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger and shall, at the option of Landlord, terminate all or any existing subtenancies or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such subtenancies.

35. GENERAL.

- a. **Heirs and Assigns.** This Lease shall apply to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns.
- b. **Brokers' Fees.** Tenant represents and warrants to Landlord that except for Tenant's Broker, if any, described and disclosed in Section 39 of this Lease, it has not engaged any broker, finder or other person who would be entitled to any commission or fees for the negotiation, execution or delivery of this Lease and shall indemnify and hold harmless Landlord against any loss, cost, liability or expense incurred by Landlord as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Tenant. Landlord represents and warrants to Tenant that except for Landlord's Broker, if any, described and disclosed in Section 37 of this Lease, it has not engaged any broker, finder or other person who would be entitled to any commission or fees for the negotiation, execution or delivery of this Lease and shall indemnify and hold harmless Tenant against any loss, cost, liability or expense incurred by Tenant as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Landlord.
- c. **Entire Agreement.** This Lease contains all of the covenants and agreements between Landlord and Tenant relating to the Premises. No prior or contemporaneous agreements or understandings pertaining to the Lease shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or amended except in writing, signed by Landlord and Tenant.
- d. **Severability.** Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision of this Lease.
- e. **Force Majeure.** Time periods for either party's performance under any provisions of this Lease (excluding payment of Rent) shall be extended for periods of time during which the party's performance is prevented due to circumstances beyond such party's control, including without limitation, fires, floods, earthquakes, lockouts, strikes, embargoes, governmental regulations, acts of God, public enemy, war or other strife.
- f. **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Washington.
- g. **Memorandum of Lease.** Neither this Lease nor any memorandum or "short form" thereof shall be recorded without Landlord's prior consent.
- h. **Submission of Lease Form Not an Offer.** One party's submission of this Lease to the other for review shall not constitute an offer to lease the Premises. This Lease shall not become effective and binding upon Landlord and Tenant until it has been fully signed by both of them.

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- i. **No Light, Air or View Easement.** Tenant has not been granted an easement or other right for light, air or view to or from the Premises. Any diminution or shutting off of light, air or view by any structure which may be erected on or adjacent to the Building shall in no way effect this Lease or the obligations of Tenant hereunder or impose any liability on Landlord.
- j. **Authority of Parties.** Each party signing this Lease represents and warrants to the other that it has the authority to enter into this Lease, that the execution and delivery of this Lease has been duly authorized, and that upon such execution and delivery, this Lease shall be binding upon and enforceable against the party on signing.
- k. **Time.** "Day" as used herein means a calendar day and "business day" means any day on which commercial banks are generally open for business in the state where the Premises are situated. Any period of time which would otherwise end on a non-business day shall be extended to the next following business day. Time is of the essence of this Lease
- l. **Counterpart Execution.** This Lease may be executed in any number of separate identical counterparts (each of which may contain fewer than all required signatures) with the same effect as if all parties had signed the same document. Thereafter, signature pages may be detached from one counterpart and added to another counterpart so that any set of identical counterparts containing original signatures for each of the parties, or any counterpart containing original signatures for all of the parties, shall constitute an original Lease for all purposes.

36. EXHIBITS AND RIDERS. The following exhibits and riders are made a part of this Lease, and the terms thereof shall control over any inconsistent provision in the sections of this Lease:

- Exhibit A Floor Plan/Outline of the Premises
- Exhibit B Legal Description of the Property
- Exhibit C Landlord Improvements
- Exhibit D Rules and Regulations

CHECK THE BOX FOR ANY OF THE FOLLOWING THAT WILL APPLY. CAPITALIZED TERMS USED IN THE RIDERS SHALL HAVE THE MEANING GIVEN TO THEM IN THE LEASE.

- Rent Rider
- Arbitration Rider
- Letter of Credit Rider
- Guaranty of Tenant's Lease Obligations Rider
- Parking Rider
- Option to Extend Rider
- Right of First Offer
- Termination Right Rider

37. AGENCY DISCLOSURE. At the signing of this Lease, both Landlord and Tenant recognize and acknowledge that David Gunther, Derek Heed and Gregg Riva of Colliers International are the Landlord's broker (the "Landlord's Broker"), and that the tenant is not utilizing a broker with respect to the negotiation and execution of this Lease (the "Tenant's Broker"). This Agency Disclosure creates an agency relationship between Landlord, Landlord's Broker (if any such person is disclosed), and any managing brokers who supervise Landlord's Broker's performance (collectively the "Supervising Brokers"). In addition, this Agency Disclosure creates an agency relationship between Tenant, Tenant's Broker (if any such person is disclosed), and any managing brokers who supervise Tenant's Broker's performance (also collectively the "Supervising Brokers"). If Tenant's Broker and Landlord's Broker are different real estate licensees

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affiliated with the same Firm, then both Tenant and Landlord confirm their consent to that Firm and both Tenant's and Landlord's Supervising Brokers acting as dual agents. If Tenant's Broker and Landlord's Broker are the same real estate licensee who represents both parties, then both Landlord and Tenant acknowledge that the Broker, his or her Supervising Brokers, and his or her Firm are acting as dual agents and hereby consent to such dual agency. If Tenant's Broker, Landlord's Broker, their Supervising Brokers, or their Firm are dual agents, Landlord and Tenant consent to Tenant's Broker, Landlord's Broker and their Firm being compensated based on a percentage of the rent or as otherwise disclosed on the attached addendum. Neither Tenant's Broker, Landlord's Broker nor either of their Firms are receiving compensation from more than one party to this transaction unless otherwise disclosed on an attached addendum, in which case Landlord and Tenant consent to such compensation. Landlord and Tenant confirm receipt of the pamphlet entitled "The Law of Real Estate Agency."

38. COMMISSION AGREEMENT. If Landlord has not entered into a listing agreement (or other compensation agreement with Landlord's Broker), Landlord agrees to pay a commission to Landlord's Broker (as identified in the Agency Disclosure paragraph above) as follows:

\$ _____

- d. **5%** (5% to Landlord's Broker and 0% to Tenant's Broker) for the first 60 months of the lease transaction, and 2.5% (2.5% to Landlord's Broker and 0% to Tenant's Broker) for months 61 to 66 of the net rent payable pursuant to the Lease. Commissions for the first 6 months of the Lease shall be payable upon Lease execution; commissions for Lease months following the first 6 months, until such time as the Tenant has received a Certificate of Need for the Premises from the Snohomish County Department of Health (the "County") or Tenant's application for a Certificate of Need for the Premises from the County has been denied shall be payable quarterly, in arrears; and commissions for all Lease months following the issuance of a Certificate of Need for the Premises by the County shall be payable upon receipt of notice of such by the Landlord from the Tenant, as provided in Section 3. c. hereof.

\$ _____ per square foot of the Premises

Landlord's Broker shall shall not (shall not if not filled in) be entitled to a commission upon the extension by Tenant of the Lease term pursuant to any right reserved to Tenant under the Lease calculated as provided above or as follows _____ (if no box is checked, as provided above). Landlord's Broker shall shall not (shall not if not filled in) be entitled to a commission upon any expansion of the Premises pursuant to any right reserved to Tenant under the Lease, if the expansion occurs prior to the original Lease Term expiring, calculated as follows: **5% of the net rent** (if no box is checked, as provided above).

Any commission shall be earned upon execution of this Lease, and paid one-hundred percent upon execution of the Lease. Landlord's Broker shall pay to Tenant's Broker (as identified in the Agency Disclosure paragraph above) the amount stated in a separate agreement between them or, if there is no agreement, \$ _____ or **66.6%** (complete only one) of any commission paid to Landlord's Broker, within five (5) days after receipt by Landlord's Broker.

If any other lease or sale is entered into between Landlord and Tenant pursuant to a right reserved to Tenant under the Lease, Landlord shall shall not (shall not if not filled in) pay an additional commission according to any commission agreement or, in the absence of one, according to the commission schedule of Landlord's Broker in effect as of the execution of this Lease. Landlord's successor shall be obligated to pay any unpaid commissions upon any transfer of this Lease and any such transfer shall not release the transferor from liability to pay such commissions.

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39. BROKER PROVISIONS. LANDLORD'S BROKER, TENANT'S BROKER AND THEIR FIRMS HAVE MADE NO REPRESENTATIONS OR WARRANTIES CONCERNING THE PREMISES; THE MEANING OF THE TERMS AND CONDITIONS OF THIS LEASE; LANDLORD'S OR TENANT'S FINANCIAL STANDING; ZONING OR COMPLIANCE OF THE PREMISES WITH APPLICABLE LAWS; SERVICE OR CAPACITY OF UTILITIES; OPERATING COSTS; OR HAZARDOUS MATERIALS. LANDLORD AND TENANT ARE EACH ADVISED TO SEEK INDEPENDENT LEGAL ADVICE ON THESE AND OTHER MATTERS ARISING UNDER THIS LEASE.

38. RELOCATION OPTION. Provided that Tenant is not in default of any of the terms, conditions or covenants of this Lease, Tenant (but not any assignee or subtenant of Tenant) may during the Term of the Lease exercise an option to relocate to any larger, available vacant space, that is mutually agreeable to Tenant and Landlord, and is located in either 906 or 1000 SE Everett Mall Way, Everett, WA 98208 upon providing notice to Landlord as provided in Sections 1. i., and 26. hereof. Any and all tenant improvements and relocation costs incident to such relocation shall be at Tenant's sole cost and expense.

IN WITNESS WHEREOF, this Lease has been executed the date and year first above written.

Pflueger – Everett Holdings, LLC
LANDLORD

BY *John T. Faldut*

MANAGER
ITS

Continuum Care of Snohomish, LLC
TENANT

BY *Samuel Stern*

Samuel Stern, CEO
ITS

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(Continued)

LIMITED LIABILITY CORPORATION/L.L.C.
State of California

County of Los Angeles

On this 31 day of January, 2019 before me personally appeared before me John Feldsted, to me known to be the Manager of Pflueger - Everett Holdings, LLC, the L.L.C. that executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned and on oath stating that he is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal the day and year first written above.

Signature: K Gharsi
Print Name: Kamran Gharsi

Notary Public in and for the
State of California
Residing in Beverly Hills
My appointment expires Aug 23, 2022



CORPORATION
State of New York
County of Kings

On this 5 day of February, 2019 before me personally appeared before me Samuel Stern, to me known to be the CEO of Continuum Care of Snohomish, LLC, a Washington State Limited Liability Company that executed the within and foregoing instrument and acknowledged that he signed the same as a free and voluntary act and deed for the uses and purposes therein mentioned and on oath stating that he is authorized to execute said instrument.

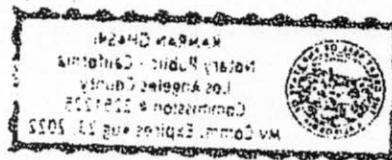
IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal the day and year first written above.

Signature: [Signature]
Print Name: Samuel Stern

Notary Public in and for the
State of New York
Residing in Kings County
My appointment expires 5/31/19

HAROLD PINE
NOTARY PUBLIC, State of New York
No. 24-01PI4740338
Qualified in Kings County
Commission Expires 5/31/19

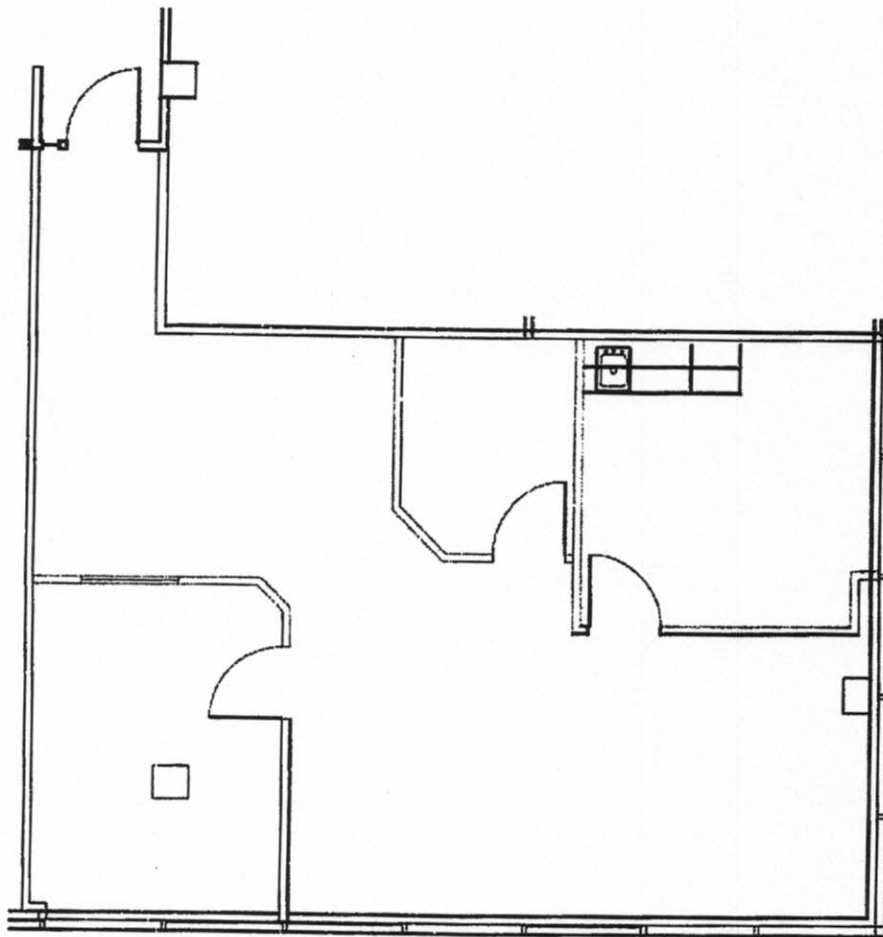
[Signature]



LEASE AGREEMENT
(Multi-Tenant Triple Net (NNN) Lease)
(Continued)

LEASE AGREEMENT
(Multi-Tenant Triple Net (NNN) Lease)
(Continued)

EXHIBIT A
[Outline of the Premises]
1000 S.E. Everett Mall Way, Suite 402
Everett, WA 98208



LEASE AGREEMENT
(Multi-Tenant Triple Net (NNN) Lease)
(Continued)

EXHIBIT B
[Legal Description of the Property]

Section 18 Township 28 Range 05 Quarter SW ~ SEG FOR TAX PURPOSES ONLY ~ DOR EX 1428 SQ
FT OF LAND TGW 9123 SQ FT OF BLDG PER ST OF WA DET-DOR REG #06212-010 (STE 101 FOR
CITY UNIVERSITY -BELLEVUE) ON FDP - BAAP ON W LN SEC 285.43FT FR SW COR SD SEC TH
NELY ALG SLY MGN S/HWY 2179.60FT TPB TH S 727.48FT TH S89°23 47E 240.58FT TH N 787.74FT
TH ALG SLY MGN S/HWY N20°45 40W 50FT TH S89°1420W 238.32FT TPB LESS FDT - BEG S1/4
COR SD SEC TH N89°29 01W 674.50FT ALG S LN THOF TH N00°05 08W 329.16FT TH S89°23 47E
149.92FT TO TPB TH DUE N 122FT TH S27°19 19E 87.14FT TH DUE S 45FT TH N89°2347W 40FT TO
TPB REFER TO ACCT 28051800305401 FOR TAXABLE REMAINDER (EXEMPT PER ST OF WA REG
#06212-010)

LEASE AGREEMENT
(Multi-Tenant Triple Net (NNN) Lease)
(Continued)

EXHIBIT C*
Landlord Improvements

Tenant accepts the Premises in an "as is" condition.

LEASE AGREEMENT
(Multi-Tenant Triple Net (NNN) Lease)
(Continued)

EXHIBIT D
[Rules and Regulations]

1. No sign, placard, picture, advertisement, name or notice shall be installed or displayed on any part of the outside or inside of the Building without the prior written consent of the Landlord. Landlord shall have the right to remove at Tenant's expense and without notice any sign installed or displayed in violation of this rule. All approved signs or lettering on doors and walls shall be printed, painted, affixed or inscribed at the expense of Tenant by a person approved by Landlord.
2. If Landlord objects in writing to any curtains, blinds, shades, screens or hanging plants or other similar objects attached to or used in connection with any window or door of the Premises, Tenant shall immediately discontinue such use. No awning shall be permitted on any part of the Premises without Landlord's specific approval in writing. Tenant shall not place anything against or near glass partitions of doors or windows which may appear unsightly from outside the Premises.
3. Tenant shall not obstruct any sidewalk, halls, passages, exits, entrances, elevators, escalators, or stairways of the Building. The halls, passages, exits, entrances, shopping malls, escalators and stairways are not open to the general public. Landlord shall in all cases retain the right to control and prevent access thereto all persons whose presence in the judgment of Landlord would be prejudicial to the safety, character, reputation and interest of the Building and its tenants; provided that nothing herein contained shall be construed to prevent such access to persons with whom any tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities. No tenant and no employees or invitee of any Tenant shall go upon the roof of the Building.
4. The directory of the Building will be provided exclusively for the display of the name and location of tenants only, and Landlord reserves the right to exclude any other names therefrom.
5. All cleaning and janitorial services for the Building and the Premises shall be provided exclusively through Landlord, and except with the written consent of Landlord, which shall not be unreasonably withheld, no person or persons other than those approved by Landlord shall be employed by Tenant or permitted to enter the Building for the purpose of cleaning the same. Tenant shall not cause any unnecessary labor by carelessness or indifference to the good order and cleanliness of the Premises. Landlord shall not in any way be responsible to any Tenant for any loss of Premises, however occurring, or for any damage to any of Tenant's property by the janitor or any other employees or any other persons.
6. Landlord will furnish Tenant, free of charge, five (5) keys to the Building and two keys to each door lock in the Premises. Landlord may make additional keys. Cost of additional keys will be Tenant's. Landlord shall not make or have made additional keys, and Tenant shall not alter any lock or install a new additional lock or bolt on any door of its Premises. Tenant, upon the termination of its tenancy, shall deliver to Landlord the keys of all doors which have been furnished to Tenant, and in the event of loss of any keys so furnished, shall pay Landlord therefore.
7. If Tenant requires telegraphic, telephonic, burglar alarm or similar services, it shall first obtain, and comply with, Landlord's instructions in their installation.
8. Any elevator shall be available for use by all tenants in the Building, subject to such reasonable scheduling as Landlord in its discretion shall deem appropriate. Except for standard business deliveries, no equipment, materials, furniture, packages, supplies merchandise or other property will be received in the Building or carried in the elevators except between 10:00 p.m. and 4:00 a.m. and in such elevators as may be designated by Landlord.
9. Tenant shall not place a load upon any floor of the premises which exceeds the load per square foot which such floor was designated to carry and which is allowed by law. Landlord shall have the right to

LEASE AGREEMENT
(Multi-Tenant Triple Net (NNN) Lease)
(Continued)

prescribe the weight, size and position of all equipment, materials, furniture or other property brought in to the building. Heavy objects shall, if considered necessary by Landlord, stand on such platforms as determined by Landlord to be necessary to properly distribute the weight. Business machines and mechanical equipment belonging to Tenant, which cause noise or vibration that may be transmitted to the structure of the Building or to any space therein to any tenants in the Building, shall be placed and maintained by Tenant, at Tenant's expenses, on vibration eliminators or other devices sufficient to eliminate noise or vibration. Tenant agrees to place plywood covering over any lobby, hallway, elevator and office dooring and carpeting during any time where it is constructing in the Premises or moving furniture into or out of the Building. Pads shall be used in such a manner to protect walls and ceilings in said lobbies, hallways, elevators and offices during said construction or moving periods. Landlord will not be responsible for loss of, or damage to, any such equipment or other property from any cause and all damage done to the Building including common areas, hallways, elevators and doors by maintaining or moving such equipment or other property shall be repaired at the expense of Tenant.

10. Tenant shall not use or keep in the premises any kerosene, gasoline or inflammable or combustible fluid or material other than those limited quantities necessary for the operation or maintenance of office equipment. Tenant shall not use or permit to be used in the Premises any foul or noxious gas or substance, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building by reason of noise, odors or vibrations, nor shall Tenant bring into or keep in or about the Premises any birds, dogs, cats or animals or any kind.

11. Tenant shall not use any method of heating or air-conditioning other than that supplied by Landlord.

12. Tenant shall not waste electricity, water or air-conditioning and agrees to cooperate fully with Landlord to assure the most effective operation of the Building's heating and air-conditioning and to comply with any governmental energy-savings rules, laws or regulations of which Tenant has actual notice, and shall refrain from attempting to adjust controls. At the end of each business day, Tenant shall keep corridor doors closed and shall close window coverings.

13. Landlord reserves the right to exclude from the Building between the hours of 6:00 p.m. and 7:00 a.m. the following day, or such other hours as may be established from time to time by Landlord and on Sundays and legal holidays any person unless that person is known to the person or employee in charge of the Building. Landlord reserves the right to prevent access to the Building in case of invasion, mob, riot, public excitement or the commotion by closing the doors or by other appropriate action.

14. Tenant shall close and lock the doors of its Premises and entirely shut off all water faucets or other water apparatus, and electricity, gas or air outlets before Tenant and its employees leave the Premises. Tenant shall be responsible for any damages or injuries sustained by other tenants or occupants of the Building or by Landlord for noncompliance with this rule.

15. Tenant shall not obtain for use on the premises ice, drinking water, food, beverage, towel or other similar services or accept barbering or bootblackening service upon the Premises, except at such hours and under such regulations as may be fixed by Landlord except during normal business hours so long as it does not interfere with normal building or Tenant operations.

16. The toilet rooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they are constructed and no foreign substance of any kind whatsoever shall be thrown therein. The expenses of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the tenant who, or whose employees or invitees shall have caused it.

17. Tenant shall not sell, or permit any sales of newspapers, magazines, periodical, theater tickers to any other goods or merchandise to the general public in or on the Premises or the common area. Tenant shall not make any room-to-room solicitation of business from other tenants in the Building nor shall Tenant

LEASE AGREEMENT
(Multi-Tenant Triple Net (NNN) Lease)
(Continued)

solicit in any part of the common areas. Tenant shall not use the Premises for any business or activity other than the specifically provided for in Tenant's lease.

18. Tenant shall not install any radio or television antenna, loudspeaker or other device on the roof or exterior walls of the Building. Tenant shall not interfere with radio or television broadcasting or reception from or in the Building or elsewhere.

19. Tenant shall not mark, drive nails, screws or drill in to the partitions, woodwork or plaster or in any way deface the Premises or any part thereof. Landlord reserves the right to direct electricians as to where and how telephone and telegraph wires are to be introduced to the Premises. Tenant shall not cut or bore holes for wires. Tenant shall not affix any floor covering to the floor of the Premises in any manner except as approved by Landlord. Tenant shall repair any damage resulting from noncompliance with this rule. Tenant shall pay for any and all damages to the Building, walls, doors, glass, carpeting or otherwise which may be caused by Tenant's use of the Building, moving equipment, supplies or furniture into or out of the Building whether caused by Tenant or its employees agents, contractors or invitees to the Premises. Tenant is allowed to hang pictures on Premises walls.

20. Canvassing, soliciting and distribution of handbills or any other written material, and peddling in the Building or in the common areas and parking lot are prohibited, and each tenant shall cooperate to prevent the same.

21. Landlord reserves the right to exclude or expel from the Building any person who, in Landlord's judgment, is intoxicated in or under the influence of liquor or drugs or who is in violation of any of the Rules and Regulations of the Building.

22. Tenant shall store all its trash and garbage within its Premises. Tenant shall not place any trash box or receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and garbage, disposal. All garbage and refuse disposal shall be made in accordance with directions issued from time to time by Landlord.

23. The Premises shall not be used for the storage of merchandise held for sale to the general public, or for lodging or for manufacturing of any kind, nor shall the Premises be used for any improper, immoral or objectionable purpose. No cooking shall be done or permitted by any tenant on the Premises except that use by Tenant of Underwriter's Laboratory approved equipment for brewing coffee, tea, hot chocolate and similar beverages, for heating or re-heating food items (e.g. microwave) and for toasting of food items (e.g. toaster and toaster oven) shall be permitted, provided that such equipment and use is in accordance with all applicable federal, state, country and city laws, codes, ordinances, rules and regulations.

24. Tenant shall not use in any space or in the public halls of the Building any hand truck except those equipped with rubber tires and side guards or such other material handling equipment as Landlord may approve. Tenant shall not bring any other vehicles or any kind into the Building.

25. Without the written consent of Landlord, Tenant shall not use the name of the Building in connection with or in promoting or advertising the business of Tenant except as Tenant's address.

26. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

27. Tenant assumes any and all responsibility for protecting its Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed. Tenant agrees that the cost to repair any damage to the Building and Premises, as a result of theft, robbery and pilferage, shall be borne by Tenant as a part of Tenant's portion of Operating Costs.

LEASE AGREEMENT
(Multi-Tenant Triple Net (NNN) Lease)
(Continued)

28. The requirements of Tenant will be attended to only upon appropriate application to the office of the Building by an authorized individual. Employees of Landlord shall not perform any work or do anything outside of their regulated duties unless under special instructions from Landlord and no employee of Landlord will admit any persons (Tenant or otherwise) to any office without specific instruction from Tenant.

29. Tenant shall not park its vehicles in any parking areas designated by Landlord as areas for parking by visitors or other tenants to the Building. Tenant shall not leave vehicles in the Building parking areas other than automobiles, motorcycles, motor drive or non-motor drive bicycles or four wheeled trucks. Said vehicles improperly parked shall be subject to a fine of \$20.00 per day per violation vehicle or upon 24 hours notice, shall be subject to towing at the vehicle owner's expense except within Tenant's designated parking area.

30. Landlord may waive any one or more of these Rules and Regulations for the benefit of Tenant or any other tenant, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of Tenant or any other tenant nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Building.

31. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of any lease of premises in the Building.

32. Landlord reserves the right to make such other and reasonable Rules and Regulations as, in its judgment, may from time to time be needed for safety and security, for care and cleanliness of the Building and for the preservation of good order therein. Tenant agrees to abide by all such Rules and Regulations hereinabove stated and any additional rules and regulations which are adopted. In the event the Rules and Regulations differ from provisions favoring Tenant as noted in the Lease, Tenant's rights under the Lease shall govern.

33. Tenant shall be responsible for the observance of all of the foregoing rules by Tenant's employees, agents, clients, customers, invitees and guests.

RENT RIDER

This Rent Rider ("Rider") is made part of the Lease Agreement dated January 16, 2019 (the "Lease") between Pflueger – Everett Holdings, LLC, a Washington State Limited Liability Company ("Landlord") and Continuum Care of Snohomish, LLC, A Washington State Limited Liability Company ("Tenant") concerning the space commonly known as Suite 402 (the "Premises"), located at the property commonly known as 1000 SE Everett Mall Way, Everett, WA 98208 (the "Property").

1. BASE MONTHLY RENT SCHEDULE. Tenant shall pay Landlord base monthly rent during the Lease Term according to the following schedule:

Lease Year (Stated in Years or Months)	Base Monthly Rent Amount
<u>Months 1-3</u>	<u>\$0.00 per month, plus Operating Costs</u>
<u>Months 4-12</u>	<u>\$1,298.96 per month, plus Operating Costs</u>
<u>24</u> ²⁵	<u>\$1,342.75 per month, plus Operating Costs</u>
<u>Months 24-36</u>	<u>\$1,388.54 per month, plus Operating Costs</u>
<u>Months 37-48</u>	<u>\$1,433.33 per month, plus Operating Costs</u>
<u>Months 49-60</u>	<u>\$ 1,478.13 per month, plus Operating Costs</u>
<u>Months 61-72</u>	<u>\$ 1,522.92 per month, plus Operating Costs</u>
<u>Months 73-76</u>	<u>\$ 1,567.71 per month, plus Operating Costs</u>

2. CONSUMER PRICE INDEX ADJUSTMENT ON BASE MONTHLY RENT. ~~The base monthly rent shall be increased on the first day of the second year of the Lease and on the first day of each year of the Lease thereafter (each, an "Adjustment Date") during the term of this Lease (but not during any extension term(s) unless specifically set forth elsewhere in the Lease or another Rider attached thereto). The increase shall be determined in accordance with the increase in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (all items for the geographical statistical area in which the Premises is located on the basis of 1982-1984 equals 100) (the "Index"). The base monthly rent payable immediately prior to the applicable adjustment date shall be increased by the percentage that the Index published for the date nearest preceding the applicable Adjustment Date has increased over the Index published for the date nearest preceding the first day of the Lease Year from which the adjustment is being measured. Upon the calculation of each increase, Landlord shall notify Tenant of the new base monthly rent payable hereunder. Within twenty (20) days of the date of Landlord's notice, Tenant shall pay to Landlord the amount of any deficiency in Rent paid by Tenant for the period following the subject Adjustment Date, and shall thereafter pay the increased Rent until receiving the next notice of increase from Landlord. If the components of the Index are materially changed after the Commencement Date, or if the Index is discontinued during the Lease term, Landlord shall notify Tenant of a substitute published index which, in Landlord's reasonable discretion, approximates the Index, and shall use the substitute index to make subsequent adjustments in base monthly rent. In no event shall base monthly rent be decreased pursuant to this Rider.~~

PARKING RIDER

This Parking Rider (the "Rider") is made part of the Lease Agreement dated January 16, 2019, (the "Lease") between Pflueger – Everett Holdings, LLC ("Landlord") and Continuum Care of Snohomish, LLC, A Washington Limited Liability Company ("Tenant") concerning the space commonly known as Suite 402 (the "Premises"), located at the property commonly known as 1000 SE Everett Mall Way, Suite 402, Everett, WA 98208 (the "Property").

1. **Tenant's Parking Rights.** Tenant's right to park on the Property shall be as follows (check one):

- Tenant shall be entitled to use parking stalls on the Property or other designated parking area on a (check one) reserved unreserved (unreserved, if neither box checked) basis at the prevailing monthly rate established by Landlord from time to time. Tenant shall comply with the reasonable rules and regulations which Landlord or its parking operator may adopt from time to time for the safe and orderly operation of the parking areas.
- Free Parking.** Tenant shall be entitled to four (4) unreserved stalls for every 1,000 rentable square feet leased in the designated parking areas at no charge. Tenant shall be responsible for ensuring compliance with the terms of the Lease, this Rider, and any reasonable rules and regulations adopted by Landlord from time to time for the safe and orderly sharing of parking. Overnight parking of any vehicles belonging to the company, employees, clients, or vendors of the company is strictly prohibited.
- No Parking.** The Lease does not include parking on the Property, and Tenant shall park off the Property at Tenant's own expense.

2. **Tenant.** For purpose of this Rider only, the term "Tenant" shall include Tenant and Tenant's employees, officers, contractors, licensees, agents, and invitees, except as follows:

FIRST LEASE AMENDMENT

THIS FIRST LEASE AGREEMENT (the "Amendment") is entered into and effective as of **September 9, 2019**, between **Pflueger – Everett Holdings, LLC, a Washington Limited Liability Company** ("Landlord"), and **Continuum Care of Snohomish, LCC, a Washington State Limited Liability Company** ("Tenant"). Landlord and Tenant may be referred to individually or as Parties herein:

WHEREAS, Landlord and Tenant entered into a commercial lease agreement dated January 16, 2019 (the "Lease") for premises situated at **1000 SE Everett Mall Way, Suite 402, Everett, Snohomish County, Washington** (the "Premises"), which leased space is more specifically described in the Lease; and

WHEREAS, Landlord and Tenant wish to amend the Lease to change the description of the Premises, so as to allow the Tenant to move to a larger suite on the fourth floor of the Building (which is currently designated as Suite 410), to increase the rentable square feet leased to the Tenant, to amend the Rent Rider and Exhibit A to the Lease, depicting the location and Outline of the Premises and to make certain other conforming changes to the terms of the Lease as set forth herein and in consideration of the promises set forth below.

NOW THEREFORE, the Parties covenant and agree to amend and modify the Lease as follows:

1. **Leased Premise**. Section 1. a. of the Lease shall be amended and restated to provide as follows:

"a. **Leased Premises**. The leased commercial real estate consists of an agreed area of **1,075** rentable square feet and is outlined on the floor plan attached as Exhibit A (the "Premises"); ii) is located on the land legally described on attached Exhibit B; and iii) is commonly known as **1000 SE Everett Mall Way, Suite 402, Everett, WA 98208**. The Premises do not include, and Landlord reserves, the exterior walls and roof of the building in which the Premises are located (the "Building"), the land beneath the Building, the pipes and ducts, conduits, wires, fixtures, and equipment above the suspended ceiling; and the structural elements of the Building. The Building, the land upon which it is situated, all other improvements located on such land, and all common areas appurtenant to the Building are referred to as the "Property." The Building and all other buildings on the Property as of the date of this Lease consist of an agreed area of **69,484** rentable square feet."

Leased Premises – Relocation Suite. Effective as of October 1, 2019, the Tenant shall relocate to a suite on the fourth floor of the Building (referred to herein as the "**Relocation Suite**") which is currently designated as **Suite 410**) and which consists of an agreed area of **1,766** rentable square feet as is outlined on the floor plan attached hereto as Exhibit A-1 (the "Premises"); and ii) which shall be re-designated as **Suite 402 of the Building upon the effective date of this Amendment**. The Premises do not include, and Landlord reserves, the exterior walls and roof of the building in which the Premises are located (the "Building"), the land beneath the Building, the pipes and ducts, conduits, wires, fixtures, and equipment above the suspended ceiling; and the structural elements of the Building. The Building, the land upon which it is situated, all other improvements located on such land, and all common areas appurtenant to the Building are referred to as the "Property." The Building and all other buildings on the Property as of the date of this Lease consist of an agreed area of **69,484** rentable square feet."

2. **Tenant Improvements**. Section 1. f. of the Lease pertaining to Tenant Improvements, shall be amended by the addition of the following sentences:

"Exhibit C, if and as amended as of the date hereof and attached hereto, sets forth all Landlord's Work, if any, and all tenant improvements to be completed by Tenant (the "Tenant's Work"), if any that will be performed within the Relocation Suite. Any Landlord Work and/or Tenant's Work within the Relocation Suite shall be subject to the terms of this Section 1. f. Except as otherwise provided in Exhibit C, as amended, the Premises shall be provided to the Tenant in "as is" condition."

3. Security Deposit. Section 1. g. of the Lease pertaining to the Security Deposit Tenant Improvements, shall be amended by the addition of the following sentence:

"Effective as of October 1, 2019, the security deposit shall be increased to \$3,997.05."

4. RENT RIDER. Effective as of October 1, 2019, the RENT RIDER shall be amended and restated to provide as follows:

"This Rent Rider ("Rider") is made part of the Lease Agreement dated January 16, 2019 (the "Lease") between Pflueger – Everett Holdings, LLC, a Washington State Limited Liability Company ("Landlord") and Continuum Care of Snohomish, LLC, A Washington State Limited Liability Company ("Tenant") concerning the space commonly known as Suite 402 (the "Premises"), located at the property commonly known as 1000 SE Everett Mall Way, Everett, WA 98208 (the "Property").

- 1. BASE MONTHLY RENT SCHEDULE.** Tenant shall pay Landlord base monthly rent during the Lease Term according to the following schedule:

Lease Year (Stated in Years or Months)	Base Monthly Rent Amount
<u>Months 1-3</u>	<u>\$0.00 per month, plus Operating Costs</u>
<u>Months 4-8</u>	<u>\$1,298.96 per month, plus Operating Costs</u>
<u>Months 9-12</u>	<u>\$2,133.92 per month, plus Operating Costs</u>
<u>Months 13-24</u>	<u>\$2,207.50 per month, plus Operating Costs</u>
<u>Months 25-36</u>	<u>\$2,281.08 per month, plus Operating Costs</u>
<u>Months 37-48</u>	<u>\$2,354.67 per month, plus Operating Costs</u>
<u>Months 49-60</u>	<u>\$2,428.25 per month, plus Operating Costs</u>
<u>Months 61-63</u>	<u>\$2,501.83 per month, plus Operating Costs</u>

IN WITNESS WHEREOF, this Amendment has been executed the date and year first above written.

Pflueger – Everett Holdings, LLC
LANDLORD

BY *John V. Feldstein*

MANAGER
ITS

Continuum Care of Snohomish, LLC
TENANT

BY *[Signature]*

CEO Samuel Green
ITS

LIMITED LIABILITY COMPANY/L.L.C.

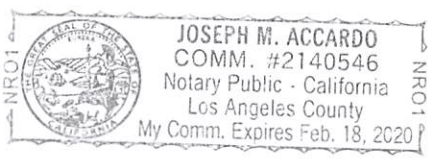
State of California)
)
County of Los Angeles)

October

On this 16 day of ~~September~~, 2019 before me personally appeared before me John F. Feldsted, to me known to be the Manager of Pflueger – Everett Holdings, LLC, the L.L.C. that executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned and on oath stating that he is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal the day and year first written above.

Signature: [Signature]
Print Name: Joseph M. Accardo
Notary Public in and for the
State of California
Residing in Los Angeles
My appointment expires 2-18-2020



LIMITED LIABILITY COMPANY/L.L.C.

State of New York
County of Kings

On this 9 day of September, 2019 before me personally appeared before me Samuel Stern, to me known to be the CEO of Continuum Care of Snohomish, LCC, a Washington State Limited Liability Company that executed the within and foregoing instrument and acknowledged that he signed the same as a free and voluntary act and deed for the uses and purposes therein mentioned and on oath stating that he is authorized to execute said instrument.

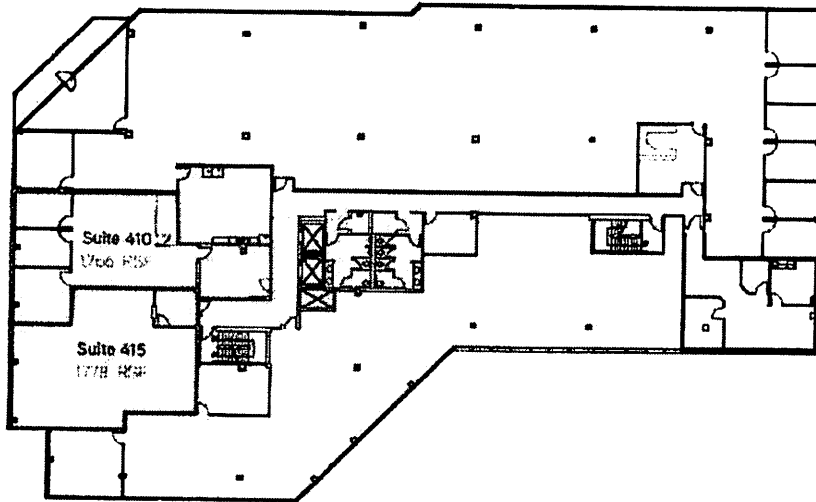
IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal the day and year first written above.

Signature: [Signature]
Print Name: Harold Pine
Notary Public in and for the
State of New York
Residing in New York
My appointment expires 5/31/23

HAROLD PINE
NOTARY PUBLIC, State of New York
No. 24-01PI4740338
Qualified in Kings County
Commission Expires 5/31/23...

EXHIBIT A
[Outline of the Premises]
1000 S.E. Everett Mall Way, Suite 402 (formerly Suite 410)
Everett, WA 98208
Dated: September 1, 2019

4th Floor



SECOND LEASE AMENDMENT

THIS SECOND LEASE AGREEMENT (the "Amendment") is entered into and effective as of June 1, 2021, between Pflueger – Everett Holdings, LLC, a Washington Limited Liability Company ("Landlord"), and Continuum Care of Snohomish, LCC, a Washington State Limited Liability Company ("Tenant"). Landlord and Tenant may be referred to individually or as Parties herein:

WHEREAS, Landlord and Tenant entered into a commercial lease agreement dated January 16, 2019, and amended as of September 9, 2019 (the "Lease") for premises situated at 1000 SE Everett Mall Way, Suite 402, Everett, Snohomish County, Washington (the "Premises"), which leased space is more specifically described in the Lease; and

WHEREAS, Landlord and Tenant wish to amend the Lease further to add Suite 415 (the "Expansion Suite") on the fourth floor of the Building to the Premises, to increase the rentable square feet leased to the Tenant, to further amend the Rent Rider and Exhibit A to the Lease, depicting the location and Outline of the Premises, and to make certain other conforming changes to the terms of the Lease as set forth herein and in consideration of the promises set forth below.

NOW THEREFORE, the Parties covenant and agree to amend and modify the Lease as follows:

1. Leased Premise. Section 1. a. of the Lease shall be amended and restated to provide as follows:

"a. Leased Premises. The leased commercial real estate i) consists of an agreed area of 1,075 rentable square feet as outlined on the floor plan attached as Exhibit A (the "Premises"); ii) is located on the land legally described on attached Exhibit B; and iii) is commonly known as 1000 SE Everett Mall Way, Suite 402, Everett, WA 98208. The Premises do not include, and Landlord reserves, the exterior walls and roof of the building in which the Premises are located (the "Building"), the land beneath the Building, the pipes and ducts, conduits, wires, fixtures, and equipment above the suspended ceiling; and the structural elements of the Building. The Building, the land upon which it is situated, all other improvements located on such land, and all common areas appurtenant to the Building are referred to as the "Property." The Building and all other buildings on the Property as of the date of this Lease consist of an agreed area of 69,484 rentable square feet."

Leased Premises – Relocation Suite. Effective as of September 4, 2019, i) the Tenant shall relocate to a suite on the fourth floor of the Building (referred to herein as the "Relocation Suite") which is currently designated as Suite 410; (ii) which consists of an agreed area of 1,766 rentable square feet as is outlined on the floor plan attached hereto as Exhibit A-1 (the "Premises"); iii) is located on the land legally described on attached Exhibit B; and iv) which shall be re-designated as Suite 402 of the Building. The Premises do not include, and Landlord reserves, the exterior walls and roof of the building in which the Premises are located (the "Building"), the land beneath the Building, the pipes and ducts, conduits, wires, fixtures, and equipment above the suspended ceiling; and the structural elements of the Building. The Building, the land upon which it is situated, all other improvements located on such land, and all common areas appurtenant to the Building are referred to as the "Property." The Building and all other buildings on the Property as of the date of this Lease consist of an agreed area of 69,484 rentable square feet.

Leased Premises – Addition of Expansion Suite. Effective as of June 1, 2021, i) the leased commercial real estate consists of an agreed area of 3,544 rentable square

feet as outlined on the floor plan attached as Exhibit A-2 (the "Premises"); ii) is located on the land legally described on attached Exhibit B; and iii) is commonly known as 1000 SE Everett Mall Way, Suites 402 and 415, Everett, WA 98208. The Premises do not include, and Landlord reserves, the exterior walls and roof of the building in which the Premises are located (the "Building"), the land beneath the Building, the pipes and ducts, conduits, wires, fixtures, and equipment above the suspended ceiling; and the structural elements of the Building. The Building, the land upon which it is situated, all other improvements located on such land, and all common areas appurtenant to the Building are referred to as the "Property." The Building and all other buildings on the Property as of the date of this Lease consist of an agreed area of 69,484 rentable square feet."

2. Tenant Improvements. Section 1. f. of the Lease pertaining to Tenant Improvements, shall be amended by the addition of the following sentences:

"Exhibit C, if and as amended and attached hereto, sets forth all Landlord's Work, if any, and all tenant improvements to be completed by Tenant (the "Tenant's Work"), if any that will be performed within the Expansion Suite. Any Landlord Work and/or Tenant's Work within the Expansion Suite shall be subject to the terms of this Section 1. f. Except as otherwise provided in Exhibit C, as amended, the Premises shall be provided to the Tenant in "as is" condition."

3. Security Deposit. Section 1. g. of the Lease pertaining to the Security Deposit Tenant Improvements, shall be amended by the addition of the following sentence:

"Effective as of **June 1, 2021**, the security deposit shall be increased to **\$4,650.25**."

4. RENT RIDER. Effective as of **June 1, 2021**, the RENT RIDER shall be amended and restated to provide as follows:

"This Rent Rider ("Rider") is made part of the Lease Agreement dated **June 1, 2021** (the "Lease") between Pflueger – Everett Holdings, LLC, a Washington State Limited Liability Company ("Landlord") and Continuum Care of Snohomish, LLC, A Washington State Limited Liability Company ("Tenant") concerning the space commonly known as Suite 402 and Suite 415 (effective as of June 1, 2021) (together the "Premises"), located at the property commonly known as 1000 SE Everett Mall Way, Everett, WA 98208 (the "Property").

1. BASE MONTHLY RENT SCHEDULE. Tenant shall pay Landlord base monthly rent during the Lease Term according to the following schedule:

Lease Year (Stated in Years or Months)	Base Monthly Rent Amount
<u>Months 1-3</u>	<u>\$0.00 per month, plus Operating Costs</u>
<u>Months 4-7</u>	<u>\$1,298.96 per month, plus Operating Costs</u>
<u>Months 8-12</u>	<u>\$2,133.92 per month, plus Operating Costs</u>
<u>Months 13-24</u>	<u>\$2,207.50 per month, plus Operating Costs</u>
<u>Months 25-26</u>	<u>\$2,281.08 per month, plus Operating Costs</u>
<u>Months 27-34 (Jun 2021 to Jan 2022)</u>	<u>\$4,207.25 per month, plus Operating Costs</u>
<u>Months 35-38 (Feb 2022 to May 2022)</u>	<u>\$4,280.84 per month, plus Operating Costs</u>
<u>Months 39-46 (Jun 2022 to Jan 2023)</u>	<u>\$4,354.92 per month, plus Operating Costs</u>
<u>Months 47-50 (Feb 2023 to May 2023)</u>	<u>\$4,428.50 per month, plus Operating Costs</u>
<u>Months 51-58 (Jun 2023 to Jan 2024)</u>	<u>\$4,502.58 per month, plus Operating Costs</u>
<u>Months 59-62 (Feb 2024 to May 2024)</u>	<u>\$4,576.16 per month, plus Operating Costs</u>
<u>Month 63 (Jun 2024)</u>	<u>\$4,650.25 per month, plus Operating Costs</u>

4. Notice Address. Section 1. i. of the Lease pertaining to the Landlord Notice address shall be amended and restated as follows:

"f. Notice and Payment Addresses.

Landlord Notice: Pflueger – Everett Holdings, LLC
c/o Colliers International Real Estate Management Services (WA), LLC
601 Union Street, Suite 5300
Seattle, WA 98101
Vanessa.Magnuson@colliers.com"

5. Tenant's Pro Rata Share. Section 1. i. of the Lease pertaining to the Tenant's Pro Rata Share shall be amended by the addition of the following paragraph:

"Effective as of June 1, 2021, Landlord and Tenant agree that Tenant's Pro Rata Share is 5.10%, based on the ratio of the agreed rentable area of the Premises to the agreed rentable area of the Building as of the date of this Lease. Any adjustment to the Premises' or Building's rentable floor area measurements will be reflected in an adjustment to Tenant's Base Rent or Pro Rata Share."

IN WITNESS WHEREOF, this Amendment has been executed the date and year first above written.

Pflueger – Everett Holdings, LLC
LANDLORD
John F. Feldsted
BY
MANAGER
ITS

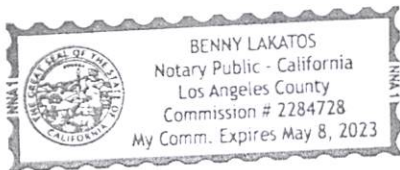
Continuum Care of Snohomish, LLC
TENANT
[Signature]
BY
Executive Director
ITS

LIMITED LIABILITY COMPANY/L.L.C.

State of California)
)
County of Los Angeles)

On this 21 ^{SEPT.} day of ~~June~~, 2021 before me personally appeared before me John F. Feldsted, to me known to be the Manager of Pflueger – Everett Holdings, LLC, the L.L.C. that executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned and on oath stating that he is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal the day and year first written above.



Signature: Benny Lakatos
Print Name: BENNY LAKATOS
Notary Public in and for the
State of CALIFORNIA
Residing in LOS ANGELES
My appointment expires 5/8/2023

LIMITED LIABILITY COMPANY/L.L.C.

State of Washington
County of Snohomish

On this 31st day of August, 2021 before me personally appeared before me Patrick Shepard, to me known to be the Executive Director of Continuum Care of Snohomish, LCC, a Washington State Limited Liability Company that executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned and on oath stating that he is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal the day and year first written above.



Signature: Joni M. Ballantyne
Print Name: Joni M. Ballantyne
Notary Public in and for the
State of Washington
Residing in Mountlake Terrace
My appointment expires 11-03-2022

EXHIBIT A-2
[Outline of the Premises]
1000 S.E. Everett Mall Way, Suites 402 and 415
Everett, WA 98208
Dated: June 1, 2021

4th Floor

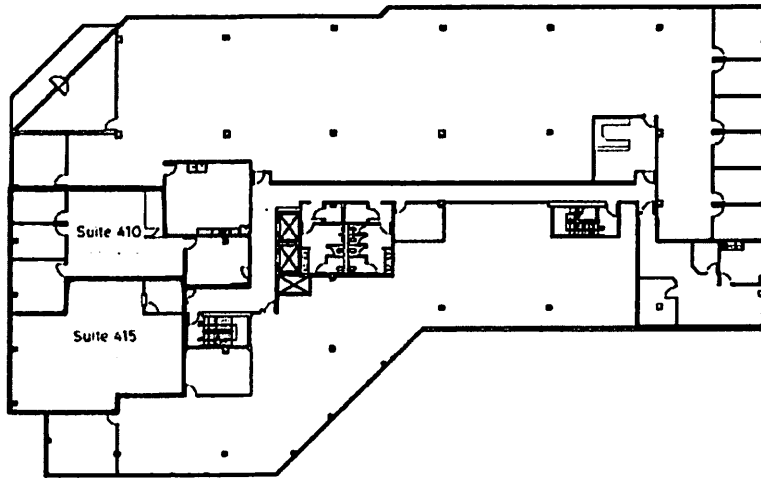


Exhibit 10
Staff Names and Credential Information

Name	Title	DOH Credential Number (if applicable)
Patrick Shepard	Executive Director	
Julie Clobes	Clinical Director	RN00071033
Svetlana Niyazov	Clinical Manager	RN60400507
Danielle Parker	Clinical Manager	RN60471646
Don Nguyen	Medical Director	MD60957806
John Addison	Medical Director	MD00018359
Anthony Pirot	Nurse Practitioner	AP30007979
Kevin Henning	Medical Director	MD60425220
Danielle Jacobs	LPN - Clinical Liaison	LP60829172
Agnes Cummings	Registered Nurse	RN00117484
Amber Bach	Registered Nurse	RN00157805
Amy Cox	Registered Nurse	RN00152353
Amy Cooley	Registered Nurse	RN60400484
Anab Abdi	Registered Nurse	RN60970879
Anna Leck	Registered Nurse	RN60431283
Barb Salter	Registered Nurse	RN00062819
Bashir Abumenjel	Registered Nurse	RN61033298
Brittany Christopherson	Registered Nurse	RN60559467
Cynthia Sipes	Registered Nurse	RN00065051
Desset Tadesse	Registered Nurse	RN60718687
Diana Jyoti	Registered Nurse	RN60925211
Kaelyn Fetters	Registered Nurse	RN61068931
Kelly Jameson	Registered Nurse	RN60753966
Maronda Rychtarik	Registered Nurse	RN60244389
Michael Sweeney	Registered Nurse	RN00163676
Michelle Sipes-Marvin	Registered Nurse	RN00172930

Name	Title	DOH Credential Number (if applicable)
Paige Taylor	Registered Nurse	RN60161448
Sharon Jackson	Registered Nurse	RN00128313
Sherrie Mendoza	Registered Nurse	RN00126999
Stella Nsadde	Registered Nurse	RN60692904
Kim Coombs	Medical Social Worker	LW61090504
Clifford Robinson	Medical Social Worker	SC61204635
Ketkaew Snyder	Hospice Aide	HM60630080
Philicia Scarbrough	Hospice Aide	HM60810106
Brandon Smith	Hospice Aide	NC60932157
Monique Hylton	Hospice Aide	NC61157960
Stacy Beckford	Hospice Aide	NC61145935
Allison Chavez Saybe	Hospice Aide	NC61033226
Teresa Duncan	Hospice Aide	NC60200379
Alemtsehay Tiruneh	Hospice Aide	NC60063154
Sharmiane Salmon-Cooper	Hospice Aide	HM60637568
Francine Lukaya	Hospice Aide	NC60342027
Megan Cave	Hospice Aide	NC60644077
Mickeelea Whittaker	Hospice Aide	HM60767839
Yecaira McAllister	Hospice Aide	NC60702566
Mary Jane St. Thomas	Hospice Aide	NC60324085
Elizabeth Miller	Medical Social Worker	Per Diem Remote; no license required