



**RECEIVED**

By Eric Hernandez at 2:17 pm, Mar 02, 2022

Based on the letter of intent receipt date of 02/01/2022 Application received by the Certificate of Need Program on 03/03/2022

Certificate of Need Application Home Health Agency

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

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

<p><b>Signature and Title of Responsible Officer</b></p>  <p>Nacima Ali, President</p> <p><b>Email Address:</b></p> <p>nacimaali1@gmail.com</p>	<p><b>Date:</b></p> <p>February 28, 2022</p> <p><b>Telephone Number:</b></p> <p>614-615-2864</p>
<p><b>Legal Name of Applicant</b></p> <p>Unity Home Health, LLC</p> <p><b>Address of Applicant</b></p> <p>651 Strander Blvd Suite 115 Tukwila, WA 98188</p>	<p><b>Provide a brief project description</b></p> <p><input checked="" type="checkbox"/> <b>New Agency</b></p> <p><input type="checkbox"/> <b>Expansion of Existing Agency</b></p> <p><input type="checkbox"/> <b>Other:</b> _____</p> <p><b>Estimated capital expenditure: \$ <u>13,542</u></b></p>
<p><b>Identify the county proposed to be served for this project. Note: Each home health application must be submitted for one county only. If an applicant intends to obtain a Certificate of Need to serve more than one county, then an application must be submitted for each county separately.</b></p> <p>King County _____</p>	

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## List of Exhibits

Exhibit Number	Title
1	Letter of Intent
2	Planning Area Forecast Need Model and Planning Area Supply
3	Financial Assistance Policy
4	Admissions Policies
5	Patient Rights and Responsibilities Policy
6	Non-Discrimination Policy
7	Pro Forma Financials
8	Medical Director Agreement
9	Site Control Documents
10	Letter of Financial Commitment and Attestation of Available Funds
11	Quality Assurance Performance Improvement Policy (QAPI)

## **1. Introduction and Rationale**

Based on numeric need calculated consistent with the 1987 Washington State Health Plan, King County residents are in significant need of additional home health services. The number of home health providers serving King County residents has not kept pace with increases in King County population. This indicates that King County residents have likely gone without needed home health services, a problem felt most intensely for indigent, immigrant, and other King County populations traditionally underserved.

This was experienced by the CEO of Unity Home Health, Nacima Ali. In the early 1990s, Nacima's family fled the Somali Civil war and emigrated to the United States. This included her grandmother, who required caregiver services in her final years of life but found difficulty communicating her needs to caregivers who did not speak her language or provide for appropriate translation services.

Unity Home Health is acutely aware of the challenges faced by these groups, especially migrant populations, to access needed services. Estimates from the American Community Survey indicate that about one in four King County residents are foreign born and about 10 percent speak English "Less than very well."<sup>1</sup> Migrants often face difficulty obtaining necessary care due to language and cultural barriers, and Unity will apply its understanding and connection to the migrant experience to provide collaborative, appropriate, and compassionate care for King County residents in need of home health services.

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<sup>1</sup> U.S. Census Quickfacts, <https://www.census.gov/quickfacts/kingcountywashington>, Last Accessed 18 February, 2022; American Community Survey Table 151. Detailed Languages Spoken at Home and Ability to Speak English for the Population 5 Years and Over for King County, WA: 2009-2013.

## **2. Applicant Description**

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

**1. Provide the legal name(s) and address(es) of the applicant(s).**

**Note: The term “applicant” for this purpose includes any person or individual with a ten percent or greater financial interest in the partnership or corporation or other comparable legal entity as defined in [WAC 246-310-010\(6\)](#).**

Unity Home Health, LLC  
651 Strander Blvd Suite 115  
Tukwila, WA 98188

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

Unity Home Health is a limited liability company (LLC). Unity Home Health’s Unique Business Identifier (UBI) number registered with the Washington Secretary of State’s Office is 604 860 680.

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

Nacima Ali  
President  
13715 43rd PL S  
Tukwila, WA 98168  
Phone: 614-615-2864  
Email: [nacimaali1@gmail.com](mailto:nacimaali1@gmail.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).**

Frank Fox, PhD  
HealthTrends  
511 NW 162<sup>nd</sup>  
Shoreline, WA 98177  
Office phone: 206-366-1550  
Email: [frankgfox@comcast.net](mailto:frankgfox@comcast.net)

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

Unity Home Health, LLC is 100% owned by Nacima Ali.

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

**by the applicant or its affiliates with overlapping decision-makers. This should include all facilities in Washington State as well as out-of-state facilities. The following identifying information should be included:**

- **Facility and Agency Name(s)**
- **Facility and Agency Location(s)**
- **Facility and Agency License Number(s)**
- **Facility and Agency CMS Certification Number(s)**
- **Facility and Agency Accreditation Status**
- **If acquired in the last three full calendar years, list the corresponding month and year the sale became final**
- **Type of facility or agency (home health, hospice, other)**

Neither Unity Home Health, LLC nor its owner Nacima Ali own any other healthcare facilities. Thus, this question is not applicable.

### **3. Project Description**

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

This question is not applicable.

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

This question is not applicable.

- 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.**

Unity Home Health, LLC  
903-925 Industry Drive  
Tukwila, WA 98188

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

Unity Home Health seeks Certificate of Need approval to operate a Medicare certified and Medicaid eligible home health agency to serve residents of King County in Washington State. Unity will serve all residents in King County, and provide skilled nursing, physical therapy, occupational therapy, speech therapy, medical social work, home health aide care, and other home health services.

Furthermore, Unity Home Health is acutely aware of the challenges faced by migrant groups to access needed services. Migrants often face difficulty obtaining necessary care due to language and cultural barriers, and Unity will apply its understanding and connection to the migrant experience to provide collaborative, appropriate, and compassionate care for King County residents in need of home health services. In addition to employing a diverse workforce with bilingual capabilities and translation services where needed, Unity will engage in outreach efforts to these immigrant communities.

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

Unity Home Health will be available and accessible to the entire geography of King 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:**

<b>Event</b>	<b>Anticipated Month/Year</b>
CN Approval	October 2022
Design Complete (if applicable)	N/A
Construction Commenced (if applicable)	N/A
Construction Completed (if applicable)	N/A
Agency Prepared for Survey	November 2022

Agency providing Medicare and Medicaid home health services in the proposed county.	January 2023
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\* If no construction is required, commencement of the project is project completion, commencement of the project is defined in [WAC 246-310-010](#)(13) and project completion is defined in [WAC 246-310-010](#)(47).

The timeline above assumes a 7-month certificate of need review cycle.

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

<input checked="" type="checkbox"/> Skilled Nursing	<input checked="" type="checkbox"/> Occupational Therapy
<input checked="" type="checkbox"/> Home Health Aide	<input checked="" type="checkbox"/> Nutritional Counseling
<input checked="" type="checkbox"/> Durable Medical Equipment	<input checked="" type="checkbox"/> Bereavement Counseling
<input type="checkbox"/> Speech Therapy	<input checked="" type="checkbox"/> Physical Therapy
<input checked="" type="checkbox"/> Respiratory Therapy	<input type="checkbox"/> IV Services
<input checked="" type="checkbox"/> Medical Social Services	<input type="checkbox"/> Applied Behavioral Analysis
<input type="checkbox"/> Other (please describe)	

Services to be provided by Unity Home Health will primarily consist of skilled nursing, physical therapy, occupational therapy, speech therapy, medical social work, and home health aide care, but other services will also be provided/contracted as needed.

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

This question is not applicable.

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

This question is not applicable.

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

Unity Home Health, LLC will serve all King County residents in need of home health services and meeting its admissions criteria. As described above, Unity will engage in outreach efforts to immigrant communities, and thus expects a disproportionate share of the foreign born among its patient population. Unity will provide services to patients of different ages who meet its admission criteria, but it anticipates most of its patients to be aged 65 and older based on home health use by age.

**11. Provide a copy of the applicable letter of intent that was submitted according to [WAC 246-310-080](#).**



Please see Exhibit 1 for a copy of the applicable letter of intent.

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

**IHS.FS.**

**Medicare #:**

**Medicaid #:**

Unity Home Health will be licensed and certified by CMS following project approval, however, it is not currently an existing agency.

## 4. Certificate of Need Review Criteria

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

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

#### 1. List all home health providers currently operating in the planning area.

See Exhibit 2 for the King County home health need model (Exhibit 2a), including a supply worksheet with those home health providers operating in King County, the Service Area (Exhibit 2b). Overall, we have identified seventy-seven (77) in-home agencies providing care to Service Area residents; this includes twenty-two (22) that are currently CN-Approved and either certified or likely soon-to-be certified by CMS to provide home health services to Service Area residents. For the purposes of the Department's numeric need methodology, thirty-eight (38) agencies should be included in the supply count used in the need model. See the supply worksheet in Exhibit 2b for the inclusion/exclusion determination by agency.

#### 2. Complete the numeric methodology.

Certificate of need rules (WAC 246-310) do not contain specific WAC 246-310-210(1) need criteria as identified in WAC 246-310-200(2)(a)(i). Therefore, we have developed a home health need model for King County consistent with the Department's prior evaluations of home health projects and based on the numeric methodology contained in the 1987 Washington State Health Plan (SHP).

The 1987 SHP numeric methodology can generally be summarized in the following four steps:

King County Need Model	Row	Base Year 2021	Year 0 2022	Forecast Year 1 2023	Forecast Year 2 2024	Forecast Year 3 2025
<u>Step 1: Population</u>						
0-64 Years Old	1	1,918,470	1,930,192	1,941,913	1,953,635	1,965,356
65-79 Years Old	2	263,725	273,267	282,808	292,350	301,891
80+ Years Old	3	74,045	77,614	81,184	84,753	88,322
<u>Step 2: Visits per Capita</u>						
0-64 Years Old (0.005 * 10)	4	0.05	0.05	0.05	0.05	0.05
65-79 Years Old (0.044 * 14)	5	0.616	0.616	0.616	0.616	0.616
80+ Years Old (0.183 * 21)	6	3.843	3.843	3.843	3.843	3.843

<u>Step 3: Projected Visits</u>						
Total ([1]*[4]+[2]*[5]+[3]*[6])	10	542,934	563,114	583,294	603,474	623,654
Supply (# Agencies*10,000)	11	380,000	380,000	380,000	380,000	380,000
<u>Step 4: Net Need</u>						
Visits ([10]-[11])	12	162,934	183,114	203,294	223,474	243,654
Agencies (12/10,000)	13	16	18	20	22	24
<p><i>Gross Need</i> source: As described in 1987 SHP, B-35, the maximum number of agencies needed in a planning area is determined by dividing the total projected number of visits (Step 3) by 10,000.</p> <p><i>Supply</i> source: See supply worksheet included in Exhibit 2b for inclusion/exclusion determination.</p> <p><i>Net Need</i> source: calculated by subtracting supply from gross need. Per the 1987 SHP methodology, fractions are rounded down to the nearest whole number.</p>						

- 3. If applicable, provide a discussion identifying which agencies identified in response to Question 1 should be excluded from the numeric need methodology and why. Examples for exclusion could include but are not limited to: not serving the entire geography of the planning area, being exclusively dedicated to DME, infusion, or respiratory care, or only serving limited groups.**

Please see Exhibit 2 for the complete planning area forecast need model, including a list of agencies counted in the need methodology, as well as notes supporting the inclusion/exclusion determination.

- 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.**

Since there exists a significant unmet need for additional home health agencies in King County, Unity Home Health’s proposed project is by definition not an unnecessary duplication of services. Furthermore, there exist additional qualitative reasons to support approval of the proposed project. These include a rapidly aging service area population and higher use rates among elderly individuals, as well as large immigrant communities within King County which Unity will focus on for outreach and engagement.

- 5. For existing agencies, using the table below, provide the home health agency’s historical utilization broken down by county for the last three full calendar years.**

This question is not applicable.

- 6. 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.**

We present our utilization forecast in Table 2.

Home Health Visits	2023	2024	2025
Months of Operation	12	12	12
Total Visits	8,748	10,560	12,468
Total Unduplicated Patients	407	491	580

Sources: Applicant; See Table 3 and Table 4.

The utilization forecast in Table 2 is a function of the need presented in Table 1. From Table 1, we project King County residents in need of Home Health services to equal 563,114 in 2022, 583,294 in 2023, and 603,474 in 2024. Extending this forecast for an additional year, we estimate this number to equal 623,654 in 2025. These numbers correspond to 46,926, 48,608, 50,290, and 51,971 visits per month in 2022, 2023, 2024, and 2025, respectively. We assume that, on a monthly basis, Unity Home Health will provide services to 0.00% of these patients in 2022 because Unity Home Health will not yet be operational, 1.5% in 2023, 1.75% in 2024, and 2% in 2025. Furthermore, we assume that, based on 2020 CMS numbers, the number of visits per patient are equal to about 21.5.<sup>2</sup> These statistics and assumptions, along with the implied utilization, are summarized in Table 2.

Utilization Assumptions	Row	2022	2023	2024	2025
King County Visit Projections	1	563,114	583,294	603,474	623,654
Visits per Month	2	46,926	48,608	50,290	51,971
Assumed Market Share	3	0.00%	1.50%	1.75%	2.00%
HH Visits per Month ([1]*[2]*[3])	4	469	729	880	1,039
Months of Operation	5	0	12	12	12
HH Visits ([4]*[5])	6	0	8,748	10,560	12,468
Visits per Patient	7	21.5	21.5	21.5	21.5
Unduplicated Admission ([6]/[7])	8	0	407	491	580

Applicant and Medicare Home Health Agency Utilization by State, Current Year 2020 (<https://www.cms.gov/files/document/cy-2020-medicare-home-health-utilization-state.pdf>, Last Accessed February 4, 2022)

The number of visits by occupational category are calculated based on our review of similar

<sup>2</sup> <https://www.cms.gov/files/document/cy-2020-medicare-home-health-utilization-state.pdf>, Last Accessed February 4, 2022.

projects approved in King, Clark, and Spokane counties.<sup>3</sup> We present these assumptions in Table 4.

Occupational Category	Proportion
RNs	40.00%
Physical Therapy	35.00%
Occupational Therapy	12.00%
Speech Pathology	2.00%
Medical Social Services	1.00%
Home Health Aide	10.00%

Sources: Applicant

**7. Identify any factors in the planning area that could restrict patient access to home health services.**

As demonstrated above, there exists considerable unmet need for additional home health agencies in King County. Thus, resident demand for home health programs currently outstrips the present supply, thereby constraining resident access to these necessary services. Furthermore, since home health services are, by definition, provided in the home, it is not possible for King County residents to outmigrate to other areas.

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

Since there exists a significant unmet need for additional home health agencies in King County, Unity Home Health’s proposed project is by definition not an unnecessary duplication of services. Please see also our response to Question 4 of this section for additional information on why this will not be an unnecessary duplication of services for King County.

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

Confirmed. Unity Home Health’s services will be available and accessible to all King County residents.

**10. Identify how this project will be available and accessible to underserved groups.**

<sup>3</sup> These approved projects include CN19-52 (King County), CN20-24 (Clark County), CN19-67 (Spokane County), and CN21-35 (King County). Because staffing and other statistics vary from applicant to applicant and the King County demographics underlying these statistics shift over time, we decided it was most reasonable to apply assumptions which reflected an average across multiple applicants whose projects were approved in representative counties across Washington State. King County, Clark County, and Spokane County all reflect relatively urban and population dense counties, and all rank within the top five populous counties in Washington State.

The proposed agency will serve all patient groups in need of Home Health services in King County, with an emphasis on underserved populations. Unity Home Health will provide comprehensive Home Health services to all qualifying patients, regardless of payer coverage, or ability to pay. Please see Exhibit 3 for our financial assistance policy.

**11. Provide a copy of the following policies:**

- **Admissions policy**
- **Charity care or financial assistance policy**
- **Patient Rights and Responsibilities policy**
- **Non-discrimination policy**
- **Any other policies directly related with patient access (involuntary discharge)**

We have provided a copy of our Financial Assistance Policy is included in Exhibit 3. A copy of our Admissions Policy is included in Exhibit 4. Our Patient Rights and Responsibilities Policy is included in Exhibit 5. Our Non-Discrimination Policy is included in Exhibit 6.

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

Financial feasibility of a home health project is based on the criteria in [WAC 246-310-220](#).

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

Exhibit 7 includes the required pro forma financial statements. Exhibit 7 also provides key financial pro forma assumptions used to prepare the projections.

We note that in determining appropriate assumptions for our financial Pro Forma, we applied an average of financial assumptions from previously approved Washington home health applications. These include the approvals of Amicable Healthcare, Inc (CN #19-52) and Wellspring Home Health (CN #21-35) in King County, Providence Home Health (CN #20-24) in Clark County, and Eden Home Health (CN #19-67) in Spokane County. Since payer and other financial statistics vary substantially from applicant to applicant, and the King County demographics underlying these financial statistics shift over time and are affected by the current and past demographics of other Washington areas, we decided it was most reasonable to apply financial assumptions which reflected an average across multiple applicants whose projects were approved in representative counties across Washington State. King County, Clark County, and Spokane County all reflect relatively urban and population dense counties, and all rank within the top five populous counties in Washington State. Furthermore, it is reasonable to expect the current demographics of Clark and Spokane county to affect the future demographics of King County given cross-county migrations.

- 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.**

Please see Exhibit 8 for the Medical Director agreement. None of the other agreements/contracts are applicable.

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

**If this is a new home health agency 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 that agreement, outlines all roles and responsibilities of the entities, identifies all costs associated with the agreement, includes all exhibits referenced in the agreement. The draft agreement must include a document signed by both entities committing to execute the agreement as submitted following CN approval.**

Please see Exhibit 9a for a signed Letter of Intent between SeaPhx TT, LLC and Unity Home Health, LLC, Exhibit 9b for a sample lease from the landlord SeaPhx TT, LLC, and Exhibit 9c for a Real Estate Excise Tax Affidavit indicating ownership of the business park by SeaPhx.

- 4. Complete the table below 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 below, include the definition of the line item. Include all assumptions used to create the capital expenditure estimate.**



Table 5: Home Health Capital Expenditures	
Item	Cost
a. Land Purchase	\$
b. Utilities to Lot Line	\$
c. Land Improvements	\$
d. Building Purchase	\$
e. Residual Value of Replaced Facility	\$
f. Building Construction (Tenant Improvements)	\$
g. Fixed Equipment (not already included in the construction contract)	\$
h. Movable Equipment	\$ 12,300
i. Architect and Engineering Fees	\$
j. Consulting Fees	\$
k. Site Preparation	\$
l. Supervision and Inspection of Site	\$
m. Any Costs Associated with Securing the Sources of Financing (include interim interest during construction)	
1. Land	\$
2. Building	\$
3. Equipment	\$
4. Other	\$
n. Washington Sales Tax	\$ 1,242
<b>Total Estimated Capital Expenditure</b>	<b>\$ 13,542</b>

- 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.**

Unity Home Health, LLC, will be responsible for the estimated capital costs identified above. Please see Exhibit 10a for a signed Letter of Financial Commitment and Exhibit 10b for a Statement of Account from Chase Bank identifying sufficient available capital.

- 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.**

Unity Home Health anticipates approximately \$20,317 in pre-operational expenses. Including the equipment listed in Table 7 and CON Application Fee, this totals about \$58,525 in Start Up Costs. Please see Exhibit 7 for an outline of these expenses and the assumptions used to calculate them.

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

Unity Home Health, LLC, will be responsible for the estimated startup costs. Please see Exhibit 10a for a signed Letter of Financial Commitment and Exhibit 10b for a Statement of Account from Chase Bank identifying sufficient available capital.

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

As presented in Table 6, we expect over 4/5s of all patients to be Medicare and Medicaid insureds. As such, Unity’s rates will be primarily based on set fee schedules with CMS and Medicaid. Thus, the proposed project will not negatively impact costs and charges for health services.

**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 healthcare services in the planning area.**

As identified in Table 6, we anticipate \$13,542 in equipment expenditures as the capital required to become Medicare certified and Medicaid eligible and provide home health services to the forecasted patient populations, as described above. As presented in Table 6, we expect over 4/5s of all patients to be from Medicare and Medicaid. As such, Unity’s rates will be primarily based on fee schedules set by CMS and Medicaid. Thus, the proposed project will not impact costs and charges for health services.

**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 6: Projected Payer Mix			
<i>Payer</i>	<i>% of Gross Revenue</i>	<i>% of Patients</i>	<i>% of Net Revenue</i>
Medicare	77%	77%	84%
Medicaid	6%	6%	3%
Commercial/Other	17%	17%	13%

Source: Applicant

We assume the care provided to patients will not differ across reimbursement sources, so that the payer mix by revenue and by patients is the same.

**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.**

This question is not applicable.

**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.**

Table 7: Equipment List			
Unity Home Health, LLC Capital Expenditure			
Furniture	Units	Cost per Unit	Total Cost
Desks	5	\$500	\$2,500
Office Chairs	5	\$150	\$750
Reception Chairs	6	\$50	\$300
Conference Table	1	\$450	\$450
Conference Chairs	6	\$75	\$450
Technology Equipment			
Computers	5	\$600	\$3,000
4-in-one -printer/fax/copier/scanner	1	\$1,000	\$1,000
Tablets	7	\$300	\$2,100
Cellphones	7	\$250	\$1,750
Subtotal			\$12,300
Sales Tax (10.1%)			\$1,242
<b>Total</b>			<b>\$13,542</b>

Source: Applicant

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

Please see Exhibit 10a for a signed Letter of Financial Commitment and Exhibit 10b for a Statement of Account from Chase Bank identifying sufficient available capital.

**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.**

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.

This question is not applicable.

**C. Structure and Process (Quality) of Care ([WAC 246-310-230](#))**

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

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

Please see Table 8 below for the anticipated number of staff FTEs (productive and non-productive) upon project completion.

	2023	2024	2025
<u>Clinical FTEs</u>			
Skilled Nursing	3.53	4.27	5.04
Physical Therapy	2.63	3.18	3.75
Occupational Therapy	0.86	1.04	1.23
Speech Pathology	0.15	0.18	0.21
Medical Social Services	0.07	0.09	0.11
Home Health Aide	0.67	0.81	0.96
<b>Total Clinical FTEs</b>	<b>7.91</b>	<b>9.57</b>	<b>11.3</b>
<u>Management and Non-Clinical FTEs</u>			
Manager / Administrator	1	1	1
Director of Nursing and Clinical Services	1	1	1
Business/Clerical	2.5	2.5	3
<b>Total Non-Clinical FTEs</b>	<b>4.5</b>	<b>4.5</b>	<b>5</b>
<b>Total FTEs</b>	<b>12.41</b>	<b>14.07</b>	<b>16.3</b>

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.**

This question is not applicable.

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

Table 9: Staff to Visit Ratio by Occupational Category	
Staff to Visit Ratio	FTEs Per 1,000 Visits
Skilled Nursing	1.01
Physical Therapy	0.86
Occupational Therapy	0.82
Speech Pathology	0.84
Medical Social Services	0.86
Home Health Aide	0.77

Source: Applicant

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

The staff to visit ratios were constructed based on Washington Benchmarks based on public documents for other home projects similar to Unity’s proposed project. These other home projects used as benchmarks for the proposed project include the approvals of Amicable Healthcare, Inc (CN #19-52) and Wellspring Home Health (CN #21-35) in King County, Providence Home Health (CN #20-24) in Clark County, and Eden Home Health (CN #19-67) in Spokane County.

**5. If you intend to have a medical director, 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.**

Unity Home Health intends to contract Dr. Kristen Carr (MD60672461) as its Medical Director. Please see Exhibit 8 for a copy of the executed Medical Director Agreement and Dr. Carr’s CV and Licensure information.

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

This question is not applicable.

**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.)**

Unity Home Health has so far identified Nura Abdi Mohamed (RN61186173) as its Director of Nursing and Clinical Services and Yordanos Tewolde (RN60716627) as its Lead Nurse. Additional staffing positions will be filled following anticipated CN approval in October 2022.

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

This question is not applicable.

**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.**

Unity Home Health recognizes the challenges to recruiting and retaining health care staff and the shortages of health care professionals across Washington State. To effectively recruit and retain, Unity Home Health will offer competitive wage and benefit packages. Unity Home Health plans to use recruitment portals such as Zip Recruiter, Glassdoor, workforce, etc. to recruit and retain qualified staff for its proposed project. If Unity Home Health does experience barriers to recruiting or retaining staff, it will contract with medical staffing agencies such as Emerald City Medical Staffing or other similar agencies.

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

The Unity Home Health office will be open from 9:00am – 5:00pm, Monday through Friday. We will have staff on call 24 hours a day, 7 days a week, to assist with any patient needs.

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

Although Unity Home Health is not an existing agency, our plan for assessing customer satisfaction and quality improvement is included in our Quality Assurance Performance Improvement Policy (QAPI). Please see Exhibit 11 for a copy of our QAPI policy.

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

This question is not applicable.

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

This question is not applicable.

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

Unity Home Health is currently evaluating and developing its relationships with ancillary and support services in King County. We will provide more detail in our screening responses.

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

This question is not applicable.

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

**result of this project.**

This question is not applicable.

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

Unity Home Health is currently evaluating and developing its relationships with healthcare facilities in King County. We will provide more detail in our screening responses.

**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 health care facility; or
- b. A revocation of a license to operate a healthcare facility; or
- c. A revocation of a license to practice as 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.

This question is not applicable.

**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 significant unmet need for home health services currently in King County, as demonstrated by the Department's numeric need methodology for home health services. Unity Home Health's proposed project will help to address part of this net need and provide desperately needed capacity in the planning area to ensure King County residents will have continued access to home health services. Thus, the proposed will not result in unwarranted fragmentation.

**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](#).**

There is significant unmet need for home health services currently in King County, as demonstrated by the Department's numeric need methodology for home health services. Unity Home Health's proposed project will help to address part of this net need and provide desperately needed capacity in the planning area to ensure King County residents will have continued access to home health services. Unity Home Health is currently developing its working relationships with other healthcare providers in King County but will work with the existing healthcare system to provide home health services where needed.

**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 facilities current compliance status.**

This question is not applicable.

**22. If information provided in response to the question above show 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.



**D. Cost Containment ([WAC 246-310-240](#))**

Projects are evaluated based on the criteria in [WAC 246-310-240](#) in order to identify the best available project for the planning area.

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

The following two options were evaluated in the alternatives analysis:

- Option One: Develop a Medicare/Medicaid Certified Home Health Agency in King County—The Project
- Option Two: Do Nothing

**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.**

Please see Table 10 through Table 14. These tables provide a summary of advantages and disadvantages of each of the options based on the following evaluative criteria: Promoting availability, or access to healthcare services; Promoting Quality of Care; Promoting Cost and Operating Efficiency; and Legal Restrictions.

Table 10. Alternatives Analysis: Promoting Access to Healthcare Services.

Option:	Advantages/Disadvantages:
<b>Option One</b> Develop a Medicare/Medicaid Certified Home Health Agency in King County—The Project	<ul style="list-style-type: none"> <li>• Unmet need for additional home health agency services based on the Department’s numeric need methodology (Advantage, “A”)</li> </ul>
<b>Option Two</b> Do nothing	<ul style="list-style-type: none"> <li>• Would do nothing to improve access (Disadvantage (“D”)).</li> <li>• Without additional capacity, some patients may have to delay or not receive care altogether. (D)</li> </ul>

Table 11. Alternatives Analysis: Promoting Quality of Care.

Option:	Advantages/Disadvantages:
<b>Option One</b> Develop a Medicare/Medicaid Certified Home Health Agency in King County—The Project	<ul style="list-style-type: none"> <li>• Residents of the Planning Area would have increased home health access--this improves quality of care inasmuch as it improves access and allows continuity of care. (A)</li> </ul>
<b>Option Two</b> Do nothing	<ul style="list-style-type: none"> <li>• Without sufficient access to home health care, this can lead to preventable, costly emergency room visits or hospitalizations. (D)</li> </ul>

Table 12. Alternatives Analysis: Cost Efficiency and Capital Impacts.

Option:	Advantages/Disadvantages:
<b>Option One</b> Develop a Medicare/Medicaid Certified Home Health Agency in King County—The Project	<ul style="list-style-type: none"> <li>Limited capital expenditures necessary. (A)</li> <li>Improved access prevents unnecessary, costly emergency room and hospitalizations. (A)</li> </ul>
<b>Option Two</b> Do nothing	<ul style="list-style-type: none"> <li>Least costly with respect to capital expenditures. However, lack of sufficient access to home health services leads to increased use of more expensive alternatives (emergency room utilization, hospitalization, etc.). (D)</li> </ul>

Table 13. Alternatives Analysis: Staffing Impacts.

Option:	Advantages/Disadvantages:
<b>Option One</b> Develop a Medicare/Medicaid Certified Home Health Agency in King County—The Project	<ul style="list-style-type: none"> <li>Large concentration of skilled health service professionals in King County. (A).</li> <li>Competitive market in demand for skilled labor. (D).</li> </ul>
<b>Option Two</b> Do nothing	<ul style="list-style-type: none"> <li>No impact. (Neutral, “N”)</li> </ul>

Table 14. Alternatives Analysis: Legal Restrictions.

Option:	Advantages/Disadvantages:
<b>Option One</b> Develop a Medicare/Medicaid Certified Home Health Agency in King County—The Project	<ul style="list-style-type: none"> <li>This option requires certificate-of-need approval. (Neutral, “N”)</li> </ul>
<b>Option Two</b> Do nothing	<ul style="list-style-type: none"> <li>There are no legal implications with this option. (N)</li> </ul>

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 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.

The proposed project will improve access to home health care in King County, hence

delivery of health services. In this regard, not only will patient access improve, but patients' costs of receiving home health care will fall, since without the project, some residents might otherwise be forced to move to other counties to obtain care. This promotes cost containment/cost effectiveness and access to higher quality home health care.

**E. Home Health Agency Tie Breakers (1987 State Health Plan, Volume II, pages B35-36)**

**If two or more applicants meet all applicable review criteria and there is not enough need projected for all applications to be approved, the department will approve the agency that better improves patient care, reduces costs, and improves population health through increased access to services in the planning area. Ensure that sufficient documentation and discussion of these items is included throughout the application under the relevant sections.**

# Exhibit 1

## Letter of Intent



January 28, 2022

**RECEIVED**

By Jennifer Kido at 4:22 pm, Feb 01, 2022

Mr. Eric Hernandez, Manager  
Certificate of Need Program  
Community Health Systems  
Washington Department of Health  
111 Israel Road SE  
Tumwater WA, 98501

**Re: Unity Home Health, LLC**

Dear Mr. Hernandez:

In accordance with WAC 246-310-080, Unity Home Health, LLC (Unity), a new in-home services provider, intends to file a certificate of need application to provide Medicare certified/Medicaid eligible home health services in King County.

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

1. Description of the services proposed:  
Unity Home Health proposes to establish a Medicare and Medicaid certified home health services agency.
2. Estimated Cost of the Proposed Project:  
The estimated capital expenditures are \$9,100.
3. Description of the Service Area:  
The Service Area is the King County Planning Area

Please contact me if there are any questions on this letter of intent. I can be reached at [nacimaali1@gmail.com](mailto:nacimaali1@gmail.com).

Sincerely,

Nacima Ali  
President and CEO  
Unity Home Health, LLC

## Exhibit 2

# Planning Area Forecast Need Model and Planning Area Supply

Exhibit 2a  
Planning Area Forecast Need Model



## King Home Health Planning Area Need Model

### Step 1: Population Estimates

	Base year	Forecast year 1	Forecast year 2	Forecast year 3	Forecast year 4
	CY2021	CY2022	CY2023	CY2024	CY2025
0-64 Years Old	1,918,329	1,929,979	1,941,700	1,953,492	1,965,356
65-79 Years Old	263,080	272,288	281,818	291,682	301,891
80+ Years Old	73,730	77,135	80,697	84,424	88,322
<b>Total</b>	<b>2,255,140</b>	<b>2,279,403</b>	<b>2,304,216</b>	<b>2,329,598</b>	<b>2,355,569</b>

Source: OFM 2017 GMA Projections - Medium Series (Jan. 2018 Release)

### Step 2: Projected Patients

	Use Rate	CY2021	CY2022	CY2023	CY2024	CY2025
0-64	0.005	9,592	9,650	9,709	9,767	9,827
65-79	0.044	11,576	11,981	12,400	12,834	13,283
80+	0.183	13,493	14,116	14,768	15,450	16,163
<b>Total</b>		<b>34,660</b>	<b>35,746</b>	<b>36,876</b>	<b>38,051</b>	<b>39,273</b>

### Step 3: Projected Visits

	Visit Multiplier	CY2021	CY2022	CY2023	CY2024	CY2025
0-64	10	95,916	96,499	97,085	97,675	98,268
65-79	14	162,058	167,730	173,600	179,676	185,965
80+	21	283,346	296,430	310,119	324,440	339,421
<b>Total</b>		<b>541,320</b>	<b>560,659</b>	<b>580,804</b>	<b>601,790</b>	<b>623,654</b>

### Step 4: Net Need

	CY2021	CY2022	CY2023	CY2024	CY2025
Gross Need	54.13	56.07	58.08	60.18	62.37
Supply	38	38	38	38	38
<b>Net Need</b>	<b>16.00</b>	<b>18.00</b>	<b>20.00</b>	<b>22.00</b>	<b>24.00</b>

Note: the methodology states fractional numbers are to be rounded down.

Source: 2019 Home Health Surveys, DOH Eval of CN19-52, DOH ILRS list provided in September 2020.

# Exhibit 2b

## Planning Area Supply

**King County Home Health Supply**

Facility Name	Site City	Credential Number	CN Status	Description	Source	Include/Exclude in Supply Count?
A and K Health Care Services LLC	Tukwila	IHS.FS.60844133		Primarily Home Care agency with Nurse Delegation.	Website Research	N
Advanced Health Care	Tacoma	IHS.FS.00000206		Skilled Nursing, Home Health Aide; serves "Tacoma, Olympia, Federal Way, and Surrounding Areas". Excluded in CN 19-52 Evaluation	ILRS	N
AdvisaCare	Seattle	IHS.FS.00000156		Skilled nursing, home health aide, and therapy services	ILRS & Agency website	Y
Agape Healthcare Services LLC	Auburn	IHS.FS.60876117		Primarily Home Care agency with Nurse Delegation	Website Research	N
Amedisys Home Health	Bellevue	IHS.FS.61035006		Skilled nursing, home health aide, and therapy services	Website Research	Y
American Healthcare Services	Seattle	IHS.FS.00000214		Personal Care, Homemaker, Respite, Skilled Nursing, Home Health Aide	ILRS	Y
Amicable Health Care	Seatac	IHS.FS.00000215	Y	CN Approved in CN 19-52	CN 19-52 Evaluation	Y
A-One Home Care	Everett	IHS.FS.00000219		Skilled nursing and home health aide.	Website Research	Y
Ashley House	Federal Way	IHS.FS.00000227		Skilled nursing, home health, and therapies. However, limited to pediatric population.	Website Research	N
Assured Home Health	Mountlake Terrace	IHS.FS.60497952	Y	CN Approved	CN Historical Records	Y
Avail Home Health	Yakima	IHS.FS.00000231		Limited information available on website. Further, based in Yakima and does not indicate that King served.	Website Research	N
Beam for Seniors - Capital Place	Olympia	IHS.FS.60674651		According to website, does not provide care outside of independent living community	Agency website	N
Bethany Home Health LLC	Everett	IHS.FS.60966822		Home health services not found. Rehabilitation center in Everett.	Website Research	N
Brightstar Care	Puyallup	IHS.FS.60934498		Primarily Home Care agency with Nurse Delegation	Website Research	N

King County Home Health Supply

Facility Name	Site City	Credential Number	CN Status	Description	Source	Include/Exclude in Supply Count?
Brookdale Home Health	Lynnwood	IHS.FS.60532952	Y	CN Approved	CN Historical Records	Y
Careage Home Health	Bellevue	IHS.FS.60007888	Y	CN Approved	CN Historical Records	Y
Careforce	Lynnwood	IHS.FS.00000243		Personal Care, Homemaker, Respite, Skilled Nursing, Home Health Aide	ILRS	Y
CHI Franciscan Health at Home	University Place	IHS.FS.60506466	Y	CN Approved	CN Historical Records	Y
Childrens Country Home	Woodinville	IHS.FS.00000253		Provides medically intensive home health only	Agency website	N
Childress Nursing Services	Renton	IHS.FS.60959298		Scope primarily on home injection services for fertility and maternity care.	Website Research	N
Critical Nurse Staffing LLC	Richland	IHS.FS.60852239		Skilled nursing and home health aides. While survey lists King, it only reported 1 admit and 1 visit.	Website Research	N
D.C.S. LLC	Kent	IHS.FS.60871359		No website found	Website Research	N
Day by Day Nursing Services	Seattle	IHS.FS.60907239		Skilled nursing, home health aide, and therapy services	Website Research	Y
Eden Home Health	Kirkland	IHS.FS.60871865	Y	Recently CN approved	CN Historical Records	Y
Envision Home Health	Tacoma	IHS.FS.60521160	Y	CN Approved	CN Historical Records	Y
Estelita Su Homecare	Seattle	IHS.FS.60542868		Skilled Nursing, Home Health Aide	ILRS	Y
Evergreen Health	Kirkland	IHS.FS.00000278	Y	CN Approved	CN Historical Records	Y
Everhome Healthcare	Edmonds	IHS.FS.00000184		Skilled nursing, home health aide, and therapy services	Website Research	Y
Fedelta Care Solutions	Seattle	IHS.FS.61028960		Primarily Home Care agency with Nurse Delegation	ILRS & Agency website	N
Goldencare Home Health Agency	Kirkland	IHS.FS.60720687		Skilled nursing, home health aide, and therapy services	Website Research	Y

King County Home Health Supply

Facility Name	Site City	Credential Number	CN Status	Description	Source	Include/Exclude in Supply Count?
Guardian Home Care	University Place	IHS.FS.60266397		dba Amada Senior Care. Very limited services to King County residents (Federal Way). All other locations for Pierce County	Website Research	N
Harbor Health Solutions LLC	Olympia	IHS.FS.60892797		No website found	Website Research	N
Harvard Partners LLC	Seattle	IHS.FS.00000153	Y	CN Approved, but not currently serving Medicaid. Excluded in CN 19-52 Evaluation	Survey & CN Historical Records	N
Healthy Living at Home	Renton		Y	CN Approved; unknown whether serving Medicare and Medicaid	Eval of CN21-35	Y
Home Care by Wesley	Des Moines	IHS.FS.00000028		Skilled nursing, home health aide, and therapy services	Website Research	Y
Husky Senior Care	Seattle	IHS.FS.60082962		Primarily Home Care agency with Nurse Delegation	Website Research	N
ICHS PACE at Legacy House	Seattle	IHS.FS.60904213		Home health services not found. Assisted living and day services at center in Seattle.	Website Research	N
Infinity Homehealth Solutions Inc.	Federal Way	IHS.FS.60955703		Primarily Home Care agency with Nurse Delegation	Website Research	N
Judson Park	Des Moines	IHS.FS.60291296		According to website, does not provide care outside of independent living community. Excluded in CN 19-52 Evaluation	ILRS & Agency website	N
Kaiser Permanente Home Health and H	Seattle	IHS.FS.00000305		Limited to HMO members	ILRS & Agency website	N
Kindred at Home	Everett	IHS.FS.00000295	Y	CN Approved	CN Historical Records	Y
Kindred at Home	Kent	IHS.FS.00000293	Y	CN Approved	CN Historical Records	Y
Kline Galland Community Based Service	Seattle	IHS.FS.60103742	Y	CN Approved	CN Historical Records	Y
Lucid Living	Tumwater	IHS.FS.61100446		No website found	Website Research	N
Mary Bridge Infusion and Specialty Serv	Tacoma	IHS.FS.00000372		Limited to pediatric population	Website Research	N
Maxim Healthcare Services	Tacoma	IHS.FS.00000375		Skilled nursing, home health aide, and therapy services	Website Research	Y

**King County Home Health Supply**

Facility Name	Site City	Credential Number	CN Status	Description	Source	Include/Exclude in Supply Count?
MultiCare Home Health, Hospice and P	Tacoma	IHS.FS.60081744	Y	CN Approved	CN Historical Records	Y
Nuclear Care Partners LLC	Richland	IHS.FS.60670421		Skilled nursing and home health. However, services based in Richland, WA and states that major facility served in area is Hanford within Benton County.	Website Research	N
Popes Kids Place	Centralia	IHS.FS.60083889		Limited to pediatric population.	Website Research	N
Precision Home Health	Lynnwood	IHS.FS.61034384		No website found	Website Research	N
Professional Case Management of Was	Richland	IHS.FS.60474800		Home health services focused on uranium workers. Office in Richland. And while survey reported King served, it had 0 admits and low visit count	Website Research	N
Providence Elder Place	Seattle	IHS.FS.00000415		Services are not provided in-home, are provided at program location. Excluded in CN 19-52 Evaluation	Agency website	N
Providence Home Services	Tukwila	IHS.FS.00000419	Y	CN Approved	CN Historical Records	Y
Puget Sound Home Health of King Cour	Tacoma	IHS.FS.60751653		Survey reported serving King	Website Research	Y
Rehab Without Walls	Lynnwood	IHS.FS.60263077		Skilled Nursing, Therapies - serves I-5 corridor only	ILRS & Agency website	N
Restoration Health Services	Federal Way	IHS.FS.61090653		No Longer Licensed	ILRS	N
Right At Home	Seattle	IHS.FS.00000096		Skilled nursing, home health aide, and therapy services; service area restricted to metropolitan areas	ILRS & Agency website	N
Ro Health	Seattle	IHS.FS.60610351		Provides medically intensive home health only	Agency website	N
Sea Mar Home Health	Seattle	IHS.FS.00000433	Y	CN Approved	CN Historical Records	Y
Seattle Childrens Hospital Home Care S	Bothell	IHS.FS.00000097		Limited to pediatric population	Website Research	N
Serengeti Care	Renton	IHS.FS.60660148		Skilled Nursing, Home Health Aide	ILRS	Y

King County Home Health Supply

Facility Name	Site City	Credential Number	CN Status	Description	Source	Include/Exclude in Supply Count?
Signature Home Health	Bellevue	IHS.FS.00000220	Y	CN Approved	CN Historical Records	Y
Signature Home Health	Federal Way	IHS.FS.00000382	Y	CN Approved	CN Historical Records	Y
Sofavi Home Health LLC	Seattle	IHS.FS.60950400		No website found	Website Research	N
Sound Options	Tacoma	IHS.FS.60863143		Primarily care management	Website Research	N
Total Care	Yakima	IHS.FS.00000452		Primarily Home Care agency with Nurse Delegation	Website Research	N
Transitions Care Management, LLC	Kent	IHS.FS.61057211		Primarily personal caregiving services	Website Research	N
Tulamore, Inc.	Everett	IHS.FS.61043336		No website found	Website Research	N
United Energy Workers Healthcare, Cor	Richland	IHS.FS.60593988		Home health services focused on uranium workers. Office in Richland.	Website Research	N
Universal Home Care LLC	Seattle	IHS.FS.60631342		Skilled nursing, home health aide, and therapy services	Website Research	Y
Visions Home Health Care	Kirkland	IHS.FS.00000134		Skilled nursing, home health aide, and therapy services	ILRS	Y
Wellspring Home Health, LLC	Lakewood	IHS.FS.61055973	Y	Not yet fully operational. Skilled nursing, home health aide, and therapy services.	Website Research	Y
Wesley Health and Homecare	Des Moines	IHS.FS.60276500	Y	Skilled nursing, home health aide, and therapy services. Medicare King reported.	ILRS	Y
Wilderness Shores Nursing	Maple Valley	IHS.FS.60055610		Skilled nursing, home health aide	ILRS	Y
Kays Home Health Services	Auburn	IHS.FS.60210875		Nursing, Home Health, Therapies. Included in CN 19-52 evaluation.	ILRS	Y
Kindred at Home	Tacoma	IHS.FS.00000298	Y	CN Approved. Included in CN 19-52 evaluation.	CN Historical Records	Y
Brookdale Home Health LLC	Lynnwood	IHS.FS.60532952	Y	Medicare King reported in DOH list provided Sep 2020	CN Historical Records	Y

# Exhibit 3

## Financial Assistance Policy





## CHARITY CARE POLICY

Unity Home Health will prepare resources to identify charity cases and provide discounted or uncompensated care based on the information that is provided at the time of application for charity care by the patient or their representative. Any self-pay, uninsured patient, or insured patients who indicate their inability to pay will be screened for charity care. The screening will take place following the exhaustion of all other resources.

### PURPOSE

To ensure patients receive the necessary home health services at discounted or no cost when patients without adequate income are not available to pay for home health services.

### ELIGIBLE CRITERIA FOR FINANCIAL ASSISTANCE

1. Patients who are underinsured for the applicable service, are unfit for governmental or other healthcare insurance and have household earnings that do not exceed 200 percent of the Federal Poverty Guidelines are candidates for full charity care.
2. Patients who are unable to pay all or part of their financial obligation with an income under 200% of Federal Poverty Income Guidelines could be eligible for partial charity treatment, based on their conditions to Unity Home Health Care for services are entitled to charity care and financial assistance.
3. Unity Home Health Care assesses the requirements for charity care help by looking at the specific care needed or provided, the percentage of accessible insurance reimbursement and other such feasible insurance sources, as well as the patient's financial status in the past and present.

### PROCEDURE

1. Confidential Financial statement shall be completed in order to determine if the patient qualifies for charity care. If a patient requires assistance in completing the form, the agency's social worker will assist. During the course of the application's processing, the patient shall be treated in accordance with the agency's policies and the appropriate financial records to reflect this status.
- **Family Members:** Applicants will be requested to verify the total of family members in their house.
  - If the patient is an **adult:** Including the patient, the patient's partner, and/or legal guardianship, as well as all dependents when computing the number of family members in an individual patient's residence.

- If the patient is a **minor**: Including the patient, the patient's parents, and/or legal guardianship, or any dependents, when computing the number of family members in a minor patient's house.

2. Administrator will analyze the Confidential Financial Statement and assess the amount of discount authorized for the patient's treatment.

Whenever a charitable decision has been taken, the patient will be informed in writing of the conclusion.

3. Unity Home Health Care will at the very least record family size and total household income, and credit history will be obtained. Charity care will be provided depending on the indicated income levels present in the Federal poverty guidelines published each year.

### **INCOME CRITERIA**

The reduction for uninsured individuals who meet for a charity care reduction will be calculated using our Medicare payment rates. If new Medicare rates are obtained, the discount will be periodically updated.

- An annual income of 200% or less of the Federal Poverty Guidelines complies with a 100% charitable adaptation, which indicates that their services are fully available.
- A household income above 200% of the Federal Poverty Guidelines may meet the criteria for an adaptation percentage or partial charity care.

### **CONFIRMATION**

1. Finance contract documents will say that if the patient is proven to be qualified for charity treatment, financial liability is eliminated or decreased.
2. Unity Home Health Care shall take all reasonable steps to inform the patient of the finalized decision following fourteen (14) business days of receipt of the financial report and supporting documentation (proof of annual income, etc.). The notice will indicate the sum for which the party responsible will be held financially liable. Rejections will be in writing, with directions for reassessment.

### **PROCESS OF APPEALS**

Following thirty (30) calendar days of receiving notice, the concerned participant may seek a reassessment of qualification for charity service by presenting further documentation of income or family size and making the final call. If indeed the decision confirms the prior refusal of charity treatment, the patient/guarantor will be notified in writing.

# Exhibit 4

## Admissions Policies



## **ADMISSION POLICY**

### **PURPOSE**

The admission policies establish guidelines for personnel to follow when admitting patients to the agency.

Admit patients who can be adequately cared for by the agency.

### **POLICY**

Patients shall be admitted to the agency without regard to color, race, national origin, age, sex, religion, handicap, marital, creed, veteran status, sexual orientation, and/ or payment source.

Patients shall be accepted for care on the basis of a reasonable expectation that the patient's health and social needs can be met safely and adequately by the agency in the patient's place of residence.

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

The patient will be referred to other resources if the organization 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**

- The patient must be under the care of a physician. The patient's physician (or other authorized licensed independent practitioner) must order and approve the provision of any service. A skilled service must be ordered.
- Unity Home health will accept any patient who is appropriate for home health care, regardless of payment source. The effectiveness and safety of care, treatment, and service is not dependent on the patient's ability to pay.
- Patients must live in the area Unity Home Health serves.
- Services may be provided to patients insured by Medicare who have a primary need for skilled nursing, physical, and/ or speech therapy on an intermittent basis and are homebound.
- Acceptance for home health services is realistically based on the patient's willingness and availability of family/caregiver or significant individuals to participate in the care.

## PROCEDURE

1. Unity Home Health Care will utilize referral information provided by the family/caregiver, health care clinicians from acute care facilities, skilled or intermediate nursing facilities. If the patient's physician does not make the request for service, he/she will be consulted prior to the evaluation visit and initiation of services.
2. If the patient resides in an assisted living facility, it will determine the type of state license the facility holds, if any, and the required services the facility is obligated to provide.
3. Services and care must conform to current standards of practice for the respective discipline and should be reasonable and necessary to the treatment of medical and psychiatric disorders.
4. The RN will determine type, appropriateness, and the adequacy of requested services including at a minimum an initial home visit for assessment of the patient's needs and development of patient care plan within 48 hours of the service
5. On admission, each patient will sign admission forms as outlined in the admission packet. Should the patient be unable to sign their full name, the patient will make their mark (i.e X), which will be witnessed by an individual that has no direct connection to the agency

## NON ADMITTANCE SERVICES

If it is determined that a patient does not meet the Agency guidelines and hence cannot be admitted or of a patient's declines service, then:

- Notify the Administrator or designee
  - Write a brief note on the referral or use a narrative, if necessary, describing the reason the person could not be admitted to service
  - All the above should be completed within 24 hours.
1. Following 48 hours of accepting reference information and/or discharges from the contributing facility, the Director of Clinical Services appoints professional Service staff to perform an initial evaluation of candidacy for services
  2. The nurse evaluates the application for admission to the Agencies depending on the admissions policies that have been determined. The data is recorded on the Template file, which is signed and dated
  3. Patients will be allocated to suitable employees by an RN or under the guidance of an RN based on their geographical area, clinical requirements, and the credentials and accessibility of personnel.



# PATIENT REFERRAL POLICY

## REFERRAL AND ACCEPTANCE OF PATIENTS

Home health assistance requests may come from a variety of sectors, including hospital discharge planners, physicians, patients' families, friends, social services, skilled nursing, community organizations, hospitals, and case managers.

1. Family members or concerned individuals can make referrals by phone, fax, mail, or in person. Individuals who request home health services are authorized if there is a reasonable expectation that the medical, nursing, and social needs will be fulfilled when home health care staff visit applicants at their residence.
2. Only authorized individuals are permitted to accept referral information. All individuals who have been recommended for service will be kept in a log. The names of those who have been rejected, as well as the reasons for their rejection, will be recorded. Persons who live outside of the Agency's service area or who require services that the Agency does not provide will be aided in contacting the relevant resources
3. Whenever a request for home health care is made, the patient will be evaluated for acceptance as a patient provided he or she meets the following criteria:
  - Homebound
  - Requires competent intervention on a regular basis (nursing, therapy, or social services).
  - In need of private duty services, either with expertise or semi-expertise
  - If they have a high likelihood that their medical, nursing and social requirements will be provided satisfactorily in their current location.

## **COURSE OF PATIENTS ACCEPTANCE**

After receiving a referral, an RN and/or suitable therapist will evaluate the patient to see if the care can be provided properly and safely at home, assess the patient's care needs, and make sure the patient satisfies the admissions requirements. When feasible, patients will be examined by a nurse or other qualified member within 48 hours after being referred or discharged from a facility.

- Within 48 hours of accepting referral information and/or release from the referring facility, the Director of Nursing and Clinical Services assigns clinical Agency employees to perform an initial assessment of eligibility for services.
- The nurse evaluates the referral for Agency admission using the approved admission criteria. The Intake form, which is signed and dated, is used to record the information.

### **The Registered Nurse:**

1. Calls the applicant or family to get further information about the applicant's need for assistance.
  2. Fills out the Intake Form and documents and evaluates the information provided by the applicant.
  3. After an on-site visit to the patient's residence, determines whether the application should be admitted or rejected for admission to the Agency.
  4. Notifies the applicant or his or her family of the decision to admit or reject the application.
  5. The Intake form documents the appropriateness of the applicant's admittance.
- The Intake Form is completed and put in the clinical record.
  - Patients will be allocated to suitable staff members by an RN or under their supervision, based on their geographical location, clinical requirements, and staff credentials and availability.
  - If a patient requires more assistance, he or she may be referred to other specialties within the Agency or to appropriate community resources at any time. All members of the staff will be informed of the referral. If physician orders are acquired, the patient may be examined by the indicated specialty.

# Exhibit 5

## Patient Rights and Responsibilities Policy





# PATIENTS RIGHTS & RESPONSIBILITIES POLICY

## **PURPOSE**

To give a complete description of patient rights and obligations, as well as recommendations to aid patients in making treatment choices.

## **POLICY**

Patients will be proactive contributors in their treatment if they are well-informed. As indicated, the patient will also be given specific rights and obligations. A patient may appoint somebody to function as his or her agent. This agent may use any of the rights granted by the organization's guidelines on behalf of a patient.

## **PROCEDURE**

During the preliminary appraisal meeting, the patient will be told of his roles and obligations both orally and in writing.

- The treatment objectives, the treatments that promote those purposes, and the descriptors of the treatment providers.
- The periods of treatment, how to acquire help post hours, and the superintendent's identity
- The right to be educated about his or her health, to engage in all approaches to treatment, and, to the degree permissible by legislation, to decline all or part of his or her treatment.
- The authority to establish Advance Directives and the agency's policies on suspending resuscitative assistance and withdrawing life-sustaining care, as well as the ability to file grievances about the execution of advance directive requirements.
- If a patient needs more treatment, he or she may be assigned for treatment by other specialties throughout the Agencies or suitable other local resources at any period. Staff will also be informed of the recommendation. When doctor instructions are acquired, the patient might well be examined by the recommended discipline.
- When a patient's representative signs the Patient Rights and Responsibilities form, the connection must be recorded and maintained on account in the medical report.
- When a patient is incapable or a minor, his or her family or guardians may execute the patient's rights.
- Supervisor inspections will be made to medical specialties to verify that these rights are recognized and safeguarded in accordance with organizational policies.
- Prior to the completion of their introduction session, as well as periodically, all organizational staff, both medical and non-clinical, will be orientated to the patient's rights and obligations.

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Patient signature

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Date:

# Exhibit 6

## Non-Discrimination Policy



## NON DISCRIMINATION POLICY

### PURPOSE

To prevent organization personnel from discriminating against other personnel, patients, or other organization 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

- Unity Home Healthcare abides with appropriate federal civil rights laws and therefore does not discriminate against any individual on the basis of age, race, color, ethnicity, religion, language, disability, socioeconomic status, sex, sexual orientation, gender identity or expression, and/or veteran status in admission, treatment, participation, or receipt of social benefits under any of these care services programs and initiatives, or in employees and staff hiring.
- In agreement with title VI, Title IX, section 504, Age Discrimination Act 1975 (42 U.S.C. 6101 et seq.) - Unity Home Health Care will not discriminate against patients based on their age during care unless age is a determining factor in their therapy management.
- Unity Home Health is inclined to focus on providing auxiliary resources and assistance to disabled individuals or the others whose primary language for interaction is not English and those who have a confined ability to comprehend, write, communicate, or read English, such as skilled and experienced professional interpreters, credentialed speech linguistic translators, over-the-phone individual interpretation facilities, multimedia virtual communicating, written instructions in other formats alternative forms are made available to disabled people or poor English proficiency in terms of communicating successfully with us, just as we do with others.
- In agreement with Affordable Care Act: Section 1557 of NONDISCRIMINATION - the patient shall not, on the ground prohibited under Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Individuals will not be precluded from enrolling in, rejected from benefits of, or treated to any kind of discrimination, bias or inequality under any healthcare system or initiative funded in part by the federal financial assistance.

If a participant believes discrimination has happened, he or she should lodge a complaint with Unity Home Health's Administrator within 60 days of the event.

## PROCEDURE

1. Unity Home Health has implemented a discipline and grievance system that provides for the fast and unbiased handling of incidents citing any activity banned by Section 1557 of the ACA and its corresponding rules at 45 C.F.R. 92 promulgated by the US Department of Health and Human Services. Section 1557 forbids discrimination in some health programs and activities based on race, color, national origin, gender, age, or physical disabilities.
2. The Home Health administrator will inform patients about this Nondiscrimination Policy and Unity Home Health's dedication to ensuring accessibility to the delivery of services in a friendly, non-discriminatory environment.
3. No personnel, consultant, or client shall participate in whatsoever conduct or practice that is or might be viewed as discriminatory. Any individual who violates this policy may undergo disciplinary consequences, up to and including termination. Any employee or client who violates this policy may suffer contract termination or the nullification of the contractual document.
4. Every patient will be given a non-discrimination statement by Unity Home Health. A brief note on how to seek translation support in the 15 leading languages spoken in the United States is also supplied through healthcare ads.
5. All complaints of nondiscrimination will be taken seriously and handled promptly and thoroughly. During the inquiry, confidentiality will be preserved to the greatest extent practicable.
6. Anyone who suspects she or he has been treated to discrimination or has seen discrimination in violation of the above-mentioned policy may submit a grievance. Unity Home Health Care is prohibited by law from retaliating against anyone who reports a grievance or complies with the inquiry of a grievance.
7. Unity Home Health Care will ensure adequate measures to make sure people with special needs and people with insufficient English language competence have access to auxiliary aids and facilities and interpreter services, as required, in order to partake throughout this grievance procedure. These measures also include, or are not restricted to, offering professional translators, audio recordings containing content for those with poor eyesight, or ensuring a barrier-free setting for the hearings. Such measures shall be the responsibility of the Administrator.

**Grievance Procedure:**

- a. Grievances should be filed with the Administrator within sixty (60) days of becoming informed of the claimed discriminatory activity.
- b. A grievance should be written/verbal and include the complainant's address and phone number. The situation or conduct purported to be discriminatory, as well as the solution or remedies requested, should be stated in the grievance.
- c. Unity Home Health Care's documents and data pertaining to such grievances will be maintained by the Administrator. To the greatest extent practicable and in conformity with relevant legislation, the Administrator will take reasonable precautions to protect the confidentiality of grievance data and documents, sharing them solely to those that have a need to access them.
- d. The report will be investigated by the Administrator. This inquiry will be casual, but it will be thorough, with all parties involved granted the right to provide evidence pertinent to the allegation.
- e. The Administrator will prepare a notice judgment on the grievance no later than 30 days after its submission, predicated on the clear and convincing evidence or the criterion of evidence mandating that the actuality be more highly possible than not, and will include written notification to the alleged victim of their ability to challenge further administrative or lawful solutions.

A claim of discrimination can be filed online via the

**State of Washington State Department of Social and Health Services hotline**

to receive complaints or questions about the organization.

1 (800)737-0617 or [askdshs@dshs.wa.gov](mailto:askdshs@dshs.wa.gov)

**Washington State's Department of Health's Health Systems Quality**

Assurance (HSQA) Complaint Intake Form to file a complaint or question about the organization.

360-236-4700 and [HSQA.csc.@doh.wa.gov](mailto:HSQA.csc.@doh.wa.gov)

# Exhibit 7

## Pro Forma Financials

**Unity Home Health, LLC**  
**Revenue and Expense Statement**

	<u>Pre-operational</u> <u>Partial Year 2022</u> <u>(December)</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
# of Months	1	12	12	12
<i>Total Gross Revenue</i>				
Medicare	\$ -	\$ 1,446,389	\$ 1,746,013	\$ 2,061,462
Medicaid	0	112,706	136,053	160,633
Commercial/Other	0	319,333	385,483	455,128
<b>Total Gross Revenue</b>	<b>0</b>	<b>1,878,427</b>	<b>2,267,549</b>	<b>2,677,223</b>
<i>Deductions from patient service revenue</i>				
Contractual Adjustments	0	279,134	336,958	397,835
Bad Debt	0	24,420	29,478	34,804
Charity Care	0	30,055	36,281	42,836
<b>Total Deductions</b>	<b>0</b>	<b>333,609</b>	<b>402,717</b>	<b>475,475</b>
<b>Total Net Revenue</b>	<b>0</b>	<b>1,544,818</b>	<b>1,864,832</b>	<b>2,201,748</b>
<i>Operating Expenses</i>				
Salaries	0	943,116	1,077,845	1,242,409
Benefits	0	284,821	325,509	375,208
Medical Director	2,417	38,000	38,000	38,000
Supplies	2,697	32,368	39,072	46,132
Base Rent	3,514	42,168	43,855	45,609
Other Property Expenses	3,514	0	0	0
Information Technology	1,892	22,700	22,700	22,700
Equipment	0	5,600	5,600	5,600
Maintenance	0	700	700	700
Purchased Services	0	81,356	98,208	115,952
Mileage & Travel	0	43,740	52,800	62,340
B & O Tax	0	23,172	27,972	33,026
Licensing Fees	3,283	0	4,618	0
Other Expenses	3,000	9,623	11,616	13,715
<b>Total Operating Expenses</b>	<b>20,317</b>	<b>1,527,364</b>	<b>1,748,495</b>	<b>2,001,390</b>
<i>Non-Operating Expenses</i>				
Overhead Allocation	0	69,517	83,917	99,079
Depreciation & Amortization	0	2,708	2,708	2,708
<b>Total Non-Operating Expenses</b>	<b>0</b>	<b>72,225</b>	<b>86,626</b>	<b>101,787</b>
<b>Total Expenses</b>	<b>20,317</b>	<b>1,599,590</b>	<b>1,835,121</b>	<b>2,103,178</b>
<b>Net income</b>	<b>(20,317)</b>	<b>(54,771)</b>	<b>29,711</b>	<b>98,571</b>



**Unity Home Health, LLC**  
**Contractual Allowances and Deductions**

	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
# of Months	1	12	12	12
<i>Gross Revenues</i>				
Medicare	\$ -	\$ 1,446,389	\$ 1,746,013	\$ 2,061,462
Medicaid	0	112,706	136,053	160,633
Commercial/Other	0	319,333	385,483	455,128
<b>Total Gross Revenue</b>	<b>0</b>	<b>1,878,427</b>	<b>2,267,549</b>	<b>2,677,223</b>
<i>Contractual Allowances</i>				
Medicare	\$ -	\$ 101,247	\$ 122,221	\$ 144,302
Medicaid	0	59,734	72,108	85,136
Commercial/Other	0	118,153	142,629	168,397
<b>Total Contractual Allowances</b>	<b>0</b>	<b>279,134</b>	<b>336,958</b>	<b>397,835</b>
<i>Total Deductions</i>				
Contractual Adjustments	\$ -	\$ 279,134	\$ 336,958	\$ 397,835
Bad Debt	0	24,420	29,478	34,804
Charity Care	0	30,055	36,281	42,836
<b>Total Deductions</b>	<b>0</b>	<b>333,609</b>	<b>402,717</b>	<b>475,475</b>

**Unity Home Health, LLC  
Staffing Worksheet**

	2023	2024	2025
# of Months	12	12	12

			2023	2024	2025
	<b>Visits</b>	Skilled Nursing		3,499	4,224
Physical Therapy			3,062	3,696	4,364
Occupational Therapy			1,050	1,267	1,496
Speech Pathology			175	211	249
Medical Social Services			87	106	125
Home Health Aide			875	1,056	1,247
<b>Total Visits</b>			<b>8,748</b>	<b>10,560</b>	<b>12,468</b>

			2023	2024	2025
	<b>Clinical FTEs</b>		<b>FTEs Per 1,000 Visits</b>		
Skilled Nursing		1.01	3.53	4.27	5.04
Physical Therapy		0.86	2.63	3.18	3.75
Occupational Therapy		0.82	0.86	1.04	1.23
Speech Pathology		0.84	0.15	0.18	0.21
Medical Social Services		0.86	0.07	0.09	0.11
Home Health Aide		0.77	0.67	0.81	0.96
<b>Total Clinical FTEs</b>		<b>7.91</b>	<b>9.57</b>	<b>11.30</b>	

			2023	2024	2025
	<b>Management and Non-Clinical FTEs</b>	Manager / Administrator		1.00	1.00
Director of Nursing and Clinical Services			1.00	1.00	1.00
Business/Clerical			2.50	2.50	3.00
<b>Total Non-Clinical FTEs</b>			<b>4.50</b>	<b>4.50</b>	<b>5.00</b>
<b>Total FTEs</b>	<b>Total FTEs</b>		<b>12.41</b>	<b>14.07</b>	<b>16.30</b>

			2023	2024	2025
	<b>Salaries</b>		<b>Salaries Per FTE</b>		
Skilled Nursing		81,101	286,287	346,301	408,749
Physical Therapy		89,911	236,466	285,917	337,166
Occupational Therapy		89,817	77,243	93,410	110,475
Speech Pathology		91,280	13,692	16,430	19,169
Medical Social Services		67,169	4,702	6,045	7,389
Home Health Aide		35,814	23,995	29,009	34,381
Manager / Administrator		89,496	89,496	89,496	89,496
Director of Nursing and Clinical Services		89,496	89,496	89,496	89,496
Administrative and Clerical		48,696	121,740	121,740	146,088
<b>Total Salaries</b>		<b>943,116</b>	<b>1,077,845</b>	<b>1,242,409</b>	

## Unity Home Health, LLC Financial Model Assumptions

Unless otherwise noted, the assumptions are based on average of public documents for other home projects similar to Wellspring's proposed project ("Washington Benchmarks"). These included the approvals of Amicable Healthcare, Inc (CN #19-52) and Wellspring Home Health (CN #21-35) in King County, Providence Home Health (CN #20-24) in Clark County, and Eden Home Health (CN #19-67) in Spokane County.

Gross Revenue Per Visit	Calculation Method	Estimate
Skilled Nursing	Gross Revenue Per Visit	\$243
Physical Therapy	Gross Revenue Per Visit	\$207
Occupational Therapy	Gross Revenue Per Visit	\$213
Speech Pathology	Gross Revenue Per Visit	\$242
Medical Social Services	Gross Revenue Per Visit	\$228
Home Health Aid	Gross Revenue Per Visit	\$124

Gross Revenue Payer Mix	Calculation Method	Estimate
Medicare	% of Gross Revenue	77%
Medicaid	% of Gross Revenue	6%
Commercial/Other	% of Gross Revenue	17%

Deductions from patient service revenue	Calculation Method	Estimate
Contractual Adjustments		
Medicare	% of [Payer] Gross Revenue	7%
Medicaid	% of [Payer] Gross Revenue	53%
Commercial/Other	% of [Payer] Gross Revenue	37%
Bad Debt	% of Gross Revenue	1.3%
Charity Care	% of Gross Revenue	1.6%

Operating Expenses	Calculation Method	Estimate
Salaries	See Staffing Worksheet	See Staffing Worksheet
Benefits	% of Salaries	30.2%
Medical Director*	MDA Section 4	\$20K annual maintenance fee. \$150/hr service fees assumed at 5 hours per month in 2022 and 10 hours per month assumed in 2023-2025
Supplies	Per Visit	3.7
Base Rent*	Sublease (Monthly)	3,514
Other Property Expenses*	Sublease (Monthly)	0
Information Technology	Annual Amount Adj by # Months	22,700
Equipment	Annual Amount Adj by # Months	5,600
Maintenance	Annual Amount Adj by # Months	700
Purchased Services	Per Visit	9.3
Mileage & Travel	Per Visit	5.0
B & O Tax	% of Net Revenue	1.50%
Licensing Fee*	WAC 246-335-990	Initial licensing fee of \$3,283 in partial year 2022. 24-month renewal fee in CY2024 based on FTEs in that time period.
Other Expenses	Per Visit	1.1

Non-Operating Expenses	Calculation Method	Estimate
Overhead Allocation	% of Net Revenue	4.5%
Depreciation & Amortization*	See Depreciation Worksheet	See Depreciation Worksheet

\*Not based on Washington Benchmarks

**Unity Home Health, LLC  
Startup Expenses**

<b>Pre-Operating Expenses (December 2022)</b>	<b>Amount</b>
Medical Director	2,416.67
Base Rent	3,514.00
Other Property Expenses	3,514.00
Information Technology	1,891.67
Supplies	2,697.30
Facility Licensure	3,283.00
Recruitment and Training	3,000.00
Depreciation	-
<b>Total Pre-Operating Expenses</b>	<b>20,317</b>
<b>Equipment Costs</b>	<b>\$13,542</b>
<b>Subtotal, Pre-Operating Expenses and Equipment</b>	<b>33,859</b>
CON Application Fee	24,666
<b>Total Startup Expenses</b>	<b>58,525</b>

Assumptions: Medical director costs based on maintenance fees and 5 hours of services in December 2022; Base rent includes December 2022 rent; Other Property Expenses includes the a security deposit equal to the first month's rent; IT expenses equal to 1 month of IT costs; Supplies equal to the equivalent of 1 month of 2023 supply costs; Facility licensure equal to licensing fees for a new agency; Recruitment and training includes advertising costs and training materials.

## Unity Home Health, LLC Depreciation Worksheet

	Capital Expenditures	Useful Life (Years)	Monthly Depreciation
Tenant Improvements	\$0	7	\$0
Equipment	\$13,542	5	\$226

	2023	2024	2025
# of Months	12	12	12
Depreciation (TI)	\$0	\$0	\$0
Depreciation (Equipment)	\$2,708	\$2,708	\$2,708
<b>Total Depreciation</b>	<b>\$2,708</b>	<b>\$2,708</b>	<b>\$2,708</b>

**Unity Home Health, LLC**  
**Cash Flow Statement**

	-----Forecast-----			
	<u>Year 0</u> <u>2022</u> <u>(December)</u>	<u>Year 1</u> <u>2023</u>	<u>Year 2</u> <u>2024</u>	<u>Year 3</u> <u>2025</u>
Beginning Balance	\$ -	\$ 71,376	\$ 2,799	\$ 93,726
<b><u>CASH INFLOWS</u></b>				
<u>Investment Income</u>				
Short term Investment				
<u>Loan &amp; Equity proceeds</u>				
Equity for Project Capital Exp	\$ 13,542			
Equity - Other	\$ 90,000			
Working Capital Loan				
Subtotal Cash Proceeds	\$ 103,542			
<u>Net Revenue</u>				
Net Revenue	\$ -	\$ 1,544,818	\$ 1,864,832	\$ 2,201,748
<u>Adjustments</u>				
Days in A/R (50 days)	\$ -	\$ (211,619)	\$ (255,456)	\$ (301,609)
A/R from prior year		\$ -	\$ 211,619	\$ 255,456
<b>Total Cash inflows</b>	<b>\$ 103,542</b>	<b>\$ 1,333,199</b>	<b>\$ 1,820,995</b>	<b>\$ 2,155,595</b>
<b><u>CASH OUTFLOWS</u></b>				
<u>Capital Expenditures</u>	\$ 13,542			
<u>Operating Expenses</u>				
Direct Costs	\$ 20,317	\$ 1,527,364	\$ 1,748,495	\$ 2,001,390
Days in A/P (30 Days)	\$ (1,693)	\$ (127,280)	\$ (145,708)	\$ (166,783)
A/P from prior year		\$ 1,693	\$ 127,280	\$ 145,708
Interest & Depreciation	\$ -	\$ 2,708	\$ 2,708	\$ 2,708
Subtotal Operating Expenses	\$ 18,624	\$ 1,404,486	\$ 1,732,776	\$ 1,983,024
<u>Existing Debt</u>				
Working Capital Repayment	\$ -	\$ -	\$ -	\$ -
Principal Repayment	\$ -	\$ -	\$ -	\$ -
<u>Adjustments</u>				
Depreciation	\$ -	\$ (2,708)	\$ (2,708)	\$ (2,708)
Subtotal Adjustments	\$ -	\$ (2,708)	\$ (2,708)	\$ (2,708)
<b>Total Cash Outflows</b>	<b>\$ 32,166</b>	<b>\$ 1,401,777</b>	<b>\$ 1,730,068</b>	<b>\$ 1,980,316</b>
<b>Increase (Decrease)</b>	<b>\$ 71,376</b>	<b>\$ (68,578)</b>	<b>\$ 90,928</b>	<b>\$ 175,279</b>
<b>Ending Cash Balance</b>	<b>\$ 71,376</b>	<b>\$ 2,799</b>	<b>\$ 93,726</b>	<b>\$ 269,006</b>

Note: Equity - Other includes the starting capital for Unity Home Health to cover the start up expenses and negative net income in Year 1

## Unity Home Health, LLC Balance Sheet

	-----Forecast-----			
	<u>Year 0</u> 2022 (December)	<u>Year 1</u> 2023	<u>Year 2</u> 2024	<u>Year 3</u> 2025
<b>ASSETS</b>				
Cash and Equivalents	\$ 71,376	\$ (17,518)	\$ 38,955	\$ 298,717
Accounts Receivable	\$ -	\$ 211,619	\$ 255,456	\$ 301,609
Other Current Assets	\$ -	\$ -	\$ -	\$ -
<b>Current Assets</b>	<b>\$ 71,376</b>	<b>\$ 194,101</b>	<b>\$ 294,411</b>	<b>\$ 600,326</b>
Property, Plant, & Equip	\$ 13,542	\$ 13,542	\$ 13,542	\$ 13,542
Accumulated Depreciation & Amortization	\$ -	\$ 2,708	\$ 5,417	\$ 8,125
<b>Net PP&amp;E</b>	<b>\$ 13,542</b>	<b>\$ 10,834</b>	<b>\$ 8,125</b>	<b>\$ 5,417</b>
Other Assets	\$ -	\$ -	\$ -	\$ -
<b>Total Assets</b>	<b>\$ 84,919</b>	<b>\$ 204,935</b>	<b>\$ 302,536</b>	<b>\$ 605,743</b>
<b>LIABILITIES AND OWNER EQUITY</b>				
Accounts Payable	\$ 1,693	\$ 127,280	\$ 145,708	\$ 166,783
Interest Payable	\$ -	\$ -	\$ -	\$ -
<b>Total Current Liabilities</b>	<b>\$ 1,693</b>	<b>\$ 127,280</b>	<b>\$ 145,708</b>	<b>\$ 166,783</b>
Long Term Liabilities	\$ -	\$ -	\$ -	\$ -
<b>Total Liabilities</b>	<b>\$ 1,693</b>	<b>\$ 127,280</b>	<b>\$ 145,708</b>	<b>\$ 166,783</b>
Member Draws/Equity, Net	\$ -	\$ -	\$ -	\$ -
Net Income	\$ (20,317)	\$ (54,771)	\$ 29,711	\$ 98,571
Residual Equity	\$ 103,542	\$ 132,426	\$ 127,117	\$ 340,390
<b>Subtotal, Owner Equity</b>	<b>\$ 83,226</b>	<b>\$ 77,654</b>	<b>\$ 156,828</b>	<b>\$ 438,960</b>
<b>Total Liabilities and Owner Equity</b>	<b>\$ 84,919</b>	<b>\$ 204,935</b>	<b>\$ 302,536</b>	<b>\$ 605,743</b>

Exhibit 8  
Medical Director Agreement  
with CV and Licensure





*Unity*  
*Home Health Care*

## **Medical Director Agreement**

This Agreement for professional services, hereinafter referred to as the agreement is made and entered into this 12 day of February 2022. By and between Unity Home Health, LLC hereinafter referred to as the agency and Kirsten Carr MD, hereinafter referred to as medical director.

### **Qualifications:**

Medical Director must be Board Certified and Licensed in the State of Washington, Drug Enforcement Registration and Presentation of Certificate of Insurance.

### **Services:**

1. Medical Director shall provide overall medical leadership for the agency's operations
2. Medical Director works cooperatively with the Agency's clinical director and is available for consultation regarding medical/ nursing patient care issues
3. Medical Director Shall provide medical direction and guidance for nursing, and treatment staff, including participation in the MR and QI committee meeting as appropriate
4. The medical director shall be available for consultation regarding such things as health services for agency staff, universal precautions, and infection control
5. The medical director serves as a member of the professional advisory board of the agency
6. Medical Director assists in the resolution of medical care problems between unit staff and physicians
7. Medical Director will consult with the patient's primary physician as requested
8. Medical Director will present or arrange for orientation and education presentations as requested for interdisciplinary team members involved in patient care

**Terms and Conditions:** The duration of this agreement is indefinite. However, either party may Terminate this agreement by providing the other party with a sixty (60) day written notice of such intent. This agreement shall terminate automatically and immediately upon the revocation, suspension, termination, or expiration of Medical director professional license, or upon the occurrence of any circumstance that would legally, mentally, or physically prevent Medical director from performing services under this agreement.

**Independent Contractor:** Medical Director agrees to perform the services hereunder as an independent contractor with discretion and control over the furnishing of services provided for herein where such discretion and control are not otherwise preempted by terms of this Agreement.

**Fee of Services:** Medical Director shall receive a fair market value fee of \$20,000 per year for maintenance fees, and \$150.00 per hour for services rendered. The maintenance fee will not go into effect until we are Medicare certified. This fee cannot be raised during the term of this agreement. Furthermore, Medical Director shall submit detailed invoices which describe the work performed, the dates on which that work was performed, and the duration of that work before payment is made.

**Indemnification:** Medical Director hereby agrees to indemnify and hold harmless the agency against loss, cost, or damages because of any injury of person(s) or property arising from any act or omission on the part of the medical director in relation to services provided hereunder. Agency hereby agrees to indemnify and hold harmless the medical director against loss, cost, or damage because of any injury to person(s) or property arising from any act or omission on the part of the agency in relation to services provided hereunder.

**Integration:** This Agreement contains the entire agreement between the parties, and no representations, agreements, or understandings, oral or written, shall be effective as between the parties hereto other than those contained herein. No alteration to, amendment of, or changes to this Agreement shall be binding unless in writing and signed by the parties hereto as an addendum to this agreement.

**Insurance:** Unity Home Health, LLC shall sole cost and expenses, procure, keep and maintain throughout the term of the Agreement, medical malpractice insurance coverage in the minimum amounts of 1,000,000 per occurrence and 3,000,000 annual aggregate for professional liability, and issued by an insurer acceptable to Unity Home Health. In addition to the coverages specifically listed herein, Unity Home Health, LLC shall maintain any other usual and customary policies of insurance applicable to the services provided hereunder.

**State Law and Jurisdiction:** To the extent not preempted by federal law, this agreement shall be construed in all respects under the laws of the state of Washington and the parties hereto consent to the jurisdiction of the State and/or Federal Courts located within the State of Washington. If any part of this Agreement shall be held to void or unenforceable, such part will be treated as severable, leaving valid the remainder of the Agreement notwithstanding the part or parts found to be void or unenforceable.

Signature represents review of the agreement related to the Medical Director and understanding of the scope of services requested as the consulting physician.


This agreement is made and entered into on the date noted below between Unity Home Health, LLC and Kirsten Carr, MD.

Unity Home Health, LLC

Name: Nacima Ali

Title: CEO/ President

Date: 02/25/2022

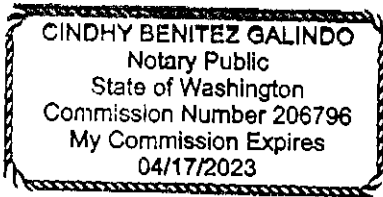
  
Signature:

**WASHINGTON SHORT-FORM INDIVIDUAL ACKNOWLEDGMENT**  
RCW 42.45.140

State of Washington }  
County of King } ss.

This record was acknowledged before me on February 25, 2022  
Date

by Nacima Ali  
Name(s) of Individual(s)



Cindy Benitez Galindo  
Signature of Notarizing Officer

Notary Public  
Title (Such as "Notary Public")

Place Notary Seal and/or Stamp Above

My commission expires: 04/17/2023

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Medical Director Agreement  
Document Date: 02/25/2022 Number of Pages: 4  
Signer(s) Other Than Named Above: NO Other Signer

Physician

Name: Kirsten Carr, MD

Title: Physician

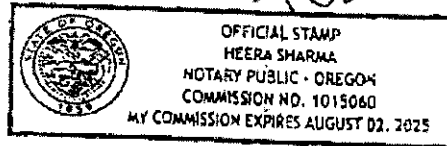
Date: 2/12/2022

Signature: ~~\_\_\_\_\_~~

NPI

UPIN#: 1225054646

*Heera*



# Kirsten Carr, MD, CMD

5252 SW Idaho St, Portland, OR 97221  
503-740 6693, [kirstencarr@gericareor.com](mailto:kirstencarr@gericareor.com)

## EXPERIENCE

Owner, Unique Family to Family Adult Care Homes, Glendale, AZ - Sept 2021 - present (dba Villa Hermosa Assisted Living, dba All American Care Home, dba Majestic Villa Assisted Living)

Owner, Multnomah Family Care Center (dba Gericare), Portland, OR-Nov 2010 - present

Medical Director, Cedar Sinai Park, Portland, OR - Nov 2013 - Present

Medical Director, Marquis Autumn Hills, Portland, OR - May 2015 - Present

Medical Director, Brighton Hospice, Portland, OR - Jan 2017 - Present

Medical Director, Creekside Nursing and Rehab, Portland, OR - Sept 2018 - Present

Medical Director, Lumicare Hospice, Phoenix, AZ - December 2021 - present

Medical Director, Mary's Woods CCRC, Lake Oswego, OR - Sept 2015 - June 2021

Medical Director, Healthy Living at Home (home health), Portland, OR - May 2016 - January 2022

## EDUCATION

Chief Resident, Scottsdale Healthcare Family Medicine Residency, Scottsdale, AZ - 7/2005 - 7/2006

Resident Physician, Scottsdale Healthcare Family Practice Residency, Scottsdale, AZ - 6/2003 - 6/2006

Doctorate of Medicine, Oregon Health and Science University, Portland, OR - 9/1999 - 6/ 2003

Bachelor of Arts, Cum Laude, Biopsychology, Transylvania University, Lexington, KY - 8/1994 - 5/1998

## LICENCES/CERTIFICATIONS

Oregon Medical License - MD26408, active, exp. 12/31/2023

Washington Medical License - 60672461, active exp 6/12/2023

Hawaii Medical License - MD 19947, active, exp 1/31/2024

Arizona Medical License - 33275, active, exp 10/12/2022

Certified Medical Director in Long Term Care, December 2017

American Board of Family Medicine - Board Certification, July 2006, recertified 2016

## **PROFESSIONAL AFFILIATIONS / COMMITTEES**

Oregon Medical Directors Association - Secretary, 10/17 - present

Society for Post Acute and Long Term Care Medicine member, 2015 - present

## **REFERENCES**

Christina Oliver, MD - Preventive Medicine  
Ascent Health  
6800 SW 105th Ave  
Suite 206  
Beaverton, OR 97008  
503-430-1777 - work  
503-327-5623 - cell  
Christina.oliver@ascentpnw.com

Harry Krulewitch, MD, MPH - Family Medicine - Geriatrician  
Self-employed consultant/Medical Director  
hkrulewitch@gmail.com  
503-887-7405 - cell  
503-452-6880 - fax

Kimberly Fuson, CEO  
Cedar Sinai Park  
6125 SW Boundary St  
Portland, OR 97221  
503-535-4413  
kimberly.fuson@cedarsinaipark.org

Washington State Department of Health

By the authority of RCW 18.71 this person

**Kirsten Marie Winn Carr**

is granted a

**Physician And Surgeon License**

Status

**ACTIVE**

Effective Date

**06/11/2021**

Initial Issuance

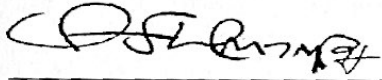
**11/23/2016**

Credential Number

**MD 60672461**

Expiration Date

**06/12/2023**



Secretary

Personal Copy of Your Credential

Washington State Department of Health

By the authority of RCW 18.71 this person

**Kirsten Marie Winn Carr**

is granted a

**Physician And Surgeon License**

Status

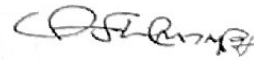
**ACTIVE**

Credential Number

**MD 60672461**

Expiration Date

**06/12/2023**



Secretary



# Exhibit 9

## Site Control Documents

Exhibit 9a  
Letter of Intent to Lease

February 22, 2022

SeaPhx TT, LLC  
601 Strander Blvd  
Tukwila WA, 98188  
Attn: Taylor Hazard

Re: Letter of Intent: Unity Home Health

On behalf of Unity Home Health, I present this letter of intent (“LOI”) to enter into a lease agreement by and between BKM Capital Partners (“Landlord”) and Unity Home Health (“Tenant”), for a portion of space within the Seattle Exchange @ Southcenter building, located at 903-925 Industry Drive, Tukwila, WA 98188. This offer to lease will be binding on both parties. Should Unity Home Health not receive its approval from the state of Washington for its intended program use, the lease will terminate immediately with no further obligations owed by either party.

- 1. Building:** 903-925 Industry Drive, Tukwila, WA 98188.
- 2. Landlord:** SeaPhx TT, LLC
- 3. Tenant:** Unity Home Health, LLC.
- 4. Leased Premises:** Approximately 1,757 RSF of office and storage space within Seattle Exchange @ Southcenter building, located at 903-925 Industry Drive, Tukwila, WA 98188
- 5. Use:** The Permitted Uses are the conduct of administrative/office space for a home health agency.
- 6. Lease Term:** 5 years commencing on December 1st, 2022.
- 7. Rental Rate:** \$2.00/RSF/Month. Rent will commence December 1, 2022 upon lease execution. Rent will adjust annually starting January 1, 2024 by 4% and every year thereafter on January 1.
- 8. Operating Expenses:** This is a full-service lease. Tenant shall be responsible for internet, phone and maintenance and repair of mechanical systems that exclusively serve the Premises, as defined further in lease.
- 9. Option to**

**Renew:** Tenant will have one (1) 2-year option to renew by providing a minimum of 180 days prior written notice to Landlord. If Tenant exercises renewal, rent will be at then current market rates.

**10. Hours of**

**Operation:** Tenant shall have access 24 hours a day, 7 days a week

**11. Maintenance and Repair:**

Tenant shall at its own cost and expense keep and maintain all parts of the Premises and such portion of the Building and improvements as are within the exclusive control of Tenant in good condition, promptly making all necessary repairs and replacements, whether ordinary or extraordinary, with materials and workmanship of the same character, kind and quality as the original. Tenant shall keep the Premises in a clean and sanitary condition. Tenant shall, at its own cost and expense, enter into a regularly scheduled preventive maintenance/service contract with a maintenance contractor approved by Landlord for servicing all heating systems and equipment serving the Premises.

**12. Condition of**

**Premises:** Landlord will deliver the space to Tenant in “as-is” “where-is” condition.

**13. Premises**

**Modifications:** Tenant shall not make or suffer to be made any alterations, additions, or improvements without the prior written consent of Landlord.

**14. Security**

**Deposit:** A security deposit shall be determined after Landlord completes a review of Tenant’s financials. 50% of the deposit will be refunded within a commercially reasonable amount of time if Tenant does not receive its Washington state approval for its intended program use. The security deposit will be refunded within 30 days of the expiration of the term provided Tenant surrenders space in broom clean condition with no damage, normal wear and tear excluded.

**15. Relocation:**

Landlord, at its sole expense, on at least sixty (60) days prior written notice, may require Tenant to move from the Premises to other space of comparable size and decor in order to permit Landlord to consolidate the space leased to Tenant with other adjoining space leased or to be leased to another tenant.

**16. Insurance:**

Tenant shall keep in force throughout the Term: (a) a Commercial General Liability insurance policy or policies to protect the Landlord Entities against any liability to the public or to any invitee of Tenant or a Landlord Entity incidental to the use of or resulting from any accident occurring in or upon the Premises with a limit of not less than \$1,000,000 per occurrence and not less than \$2,000,000 in the annual aggregate, or such larger amount as Landlord may prudently require from time to time, covering bodily injury and property

damage liability and \$1,000,000 products/completed operations aggregate; (b) Business Auto Liability covering owned, non-owned and hired vehicles with a limit of not less than \$1,000,000 per accident; (c) Worker's Compensation Insurance with limits as required by statute and Employers Liability insurance (or Washington Stop Gap Liability insurance) with limits of \$1,000,000 each accident, \$1,000,000 disease policy limit, \$1,000,000 disease--each employee; and (d) All Risk or Special Form coverage protecting Tenant against loss of or damage to Tenant's alterations, additions, improvements, carpeting, floor coverings, paneling, decorations, fixtures, inventory, other business personal property situated in or about the Premises and all items for which Tenant is responsible under Sections 7.2 and Article 18, in each case to the full replacement value of the property so insured.

**17. Estoppel:** Within ten (10) days following any written request which Landlord may make from time to time, Tenant shall execute and deliver to Landlord or mortgagee or prospective mortgagee a sworn statement certifying such reasonable matters regarding the Lease as may be requested by Landlord.

**18. Confidentiality:** The terms and conditions included in this LOI and in the response as well as the Tenant's interest in this location will be treated as confidential information.

**19. Definitive**

**Agreement:** The final terms, covenants and conditions of this transaction will be the subject of the definitive lease agreement. Such agreement will contain, in addition to terms set forth in this letter, the terms, covenants and conditions and representations and warranties and indemnities customarily contained in lease agreements relating to similar transactions. The principles and understandings set forth herein will be binding on the parties only in accordance with the terms contained in the definitive lease agreement if and when executed by Landlord and Tenant.

**20. CON**

**Contingency:** Landlord and Tenant understand and agree that the establishment of any Home Health Agency providing care to Medicare and Medicaid patients in the State of Washington is subject to Tenant obtaining a Certificate of Need ("CON") from the Washington State Department of Health ("Department"). Tenant agrees to proceed using its commercially reasonable efforts to submit an application for a CON and to prosecute said application to obtain the CON from the Department.

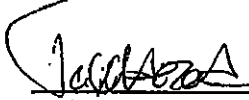
In the event that the Department does not award Tenant a CON permit to establish a Home Health agency on the Leased Premises, this agreement shall be deemed null and void and neither party shall have any further obligation to the other party with respect to the Leased Premises.

AGREED AND ACKNOWLEDGED

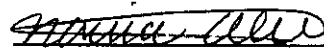
Landlord: SeaPhx-TT, LLC

Tenant: Unity Home Health, LLC

By:



By:



Print:

Taylor Howard

Print:

Naama Ali

Its:

Leasing Manager

Its:

CEO

Date:

2.23.22

Date:

02/23/2022

Exhibit 9b  
SeaPhx TT Sample Lease

LEASE

SEAPHX TT, LLC

Landlord,

and

---

Tenant

SEATTLE EXCHANGE @SOUTHCENTER

BUILDING , SUITE

Property



**LEASE**

BUILDING: Seattle Exchange @Southcenter - Building

LANDLORD: SEAPHX TT, LLC, a Delaware limited liability company

LANDLORD’S ADDRESS: c/o BKM Capital Partners, LLC  
1701 Quail Street, Suite 100  
Newport Beach CA, 92660  
Attention: Lease Administration

ADDRESS FOR RENT PAYMENT: Address for Regular/First Class Mail:  
SEAPHX LL, LLC  
P.O. Box 31001-3075  
Pasadena, CA 91110-3075

Address for Overnight/Courier Mail:  
SEAPHX LL, LLC  
Lockbox #913075  
Pasadena Tech Center  
465 N. Halstead Street, Suite 160  
Pasadena, CA 91107

Wire and ACH Instructions  
Bank Name: CIBC Bank USA  
Bank Address: 120 South LaSalle Street  
Chicago, IL 60603  
ABA: 0710-0648-6  
SWIFT Code: PVTBUS44  
Favor of (“F/O”) SEAPHX LL LLC  
SEAPHX – Seattle Exchange  
904 Deposit Account  
Account (“A/C”) 2881616

LEASE REFERENCE DATE: \_\_\_\_\_, 2022

TENANT: \_\_\_\_\_  
a Washington limited liability company

TENANT’S NOTICE ADDRESS: \_\_\_\_\_ Industry Drive, Tukwila, WA 98188

PREMISES ADDRESS: \_\_\_\_\_ Industry Drive, Tukwila, WA 98188

PREMISES RENTABLE AREA: Approximately \_\_\_\_\_ sq. ft. (for outline of Premises see Exhibit A)

USE: General office and warehouse for \_\_\_\_\_.

COMMENCEMENT DATE: \_\_\_\_\_, 2022

TERM OF LEASE: Approximately ( ) months beginning on the Commencement Date and ending on the last day of the ( ) full calendar month after the Commencement Date.

MONTHLY INSTALLMENT OF RENT (Article 3):

From:	To:	Monthly Installment of Rent:
-----	-----	-----
-----	-----	-----
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SECURITY DEPOSIT (Article 5): \$ \_\_\_\_\_

REAL ESTATE BROKER: Sean Durkin, Lee & Associates, representing Landlord.

Broker Name, Broker Firm, representing Tenant.

**EXHIBITS**

- A. Floor Plan
- A-1. Site Plan
- A-2. Legal Description
- B. Work Letter
- C. Rules and Regulations
- D. Form of Lease Guaranty

By this Lease Landlord leases to Tenant and Tenant leases from Landlord the Premises. The Premises is depicted on the floor plan attached hereto as Exhibit A, the Building is depicted on the site plan attached hereto as Exhibit A-1 and is located on the land described on Exhibit A-2 attached hereto. This Lease is solely a lease of space in the Building and does not constitute a lease of any land.

1. **USE AND RESTRICTIONS ON USE.** The Premises are to be used solely for the Use set forth above. Without limiting the foregoing, the manufacture, cultivation, warehouse, distribution, sale and/or dispensing of any controlled substance, including, without limitation, marijuana and marijuana-based products is not permitted hereunder and shall be an incurable Event of Default. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or injure, annoy, or disturb them, or allow the Premises to be used for any improper, immoral, unlawful, or objectionable purpose, or commit any waste. Tenant shall comply with all governmental laws, which shall include, but not be limited to, all laws, regulations and standards associated with the use and release of hazardous materials, and all other ordinances and regulations (collectively, “**Regulations**”) applicable to the use of the Premises and its occupancy and shall promptly comply with all governmental orders and directions for the correction, prevention and abatement of any violations in the Building or appurtenant land, caused or permitted by, or resulting from the specific use by, Tenant, or in or upon, or in connection with, the Premises, all at Tenant’s sole expense. Tenant shall not do or permit anything to be done on or about the Premises or bring or keep anything into the Premises which will in any way increase the rate of, invalidate or prevent the procuring of any insurance protecting against loss or damage to the Building or any of its contents by fire or other casualty or against liability for damage to property or injury to persons in or about the Building or any part thereof. Tenant and its agents, contractors and invitees (the “**Tenant Entities**”) will be entitled to the non-exclusive use of the common areas of the Building as they exist from time to time during the Term, including the parking facilities, subject to Landlord’s rules and regulations regarding such use. However, in no event will Tenant or the Tenant Entities park more vehicles in the parking facilities than Tenant’s Proportionate Share of

the total parking spaces available for common use. The foregoing shall not be deemed to provide Tenant with an exclusive right to any parking spaces or any guaranty of the availability of any particular parking spaces or any specific number of parking spaces.

2. **TERM.** The Term of this Lease shall begin on the date (“**Commencement Date**”) which shall be the later of the scheduled Commencement Date and the date that Landlord shall tender possession of the Premises to Tenant and shall terminate on the last day of the Term (the “**Termination Date**”), unless sooner terminated by the provisions of this Lease. Tenant agrees that in the event that Landlord fails to deliver possession of the Premises on the scheduled Commencement Date for any reason, it will not be a default and Landlord shall not be liable for any damage resulting therefrom, but Tenant shall not be liable for any rent until the time when Landlord delivers possession of the Premises to Tenant. In the event Landlord permits Tenant, or any agent, employee or contractor of Tenant, to enter, use or occupy the Premises prior to the Commencement Date, such entry, use or occupancy shall be subject to all the provisions of this Lease other than the payment of rent, including, without limitation, Tenant’s compliance with the insurance requirements of Article 11.

3. **RENT.** Tenant agrees to pay to Landlord the Monthly Installment of Rent on or before the first day of each full calendar month during the Term, except that the first full month’s rent shall be paid upon the execution of this Lease. Rent for any period during the Term which is less than a full month shall be a prorated portion of the Monthly Installment of Rent based upon the number of days in such month. Said rent shall be paid to Landlord, without deduction or offset and without notice or demand, at the Rent Payment Address, or to such other person or at such other place as Landlord may from time to time designate in writing. Any and all payments required of Tenant hereunder shall be considered to be rent. Tenant recognizes that late payment of any rent or other sum due under this Lease will result in administrative expense to Landlord, the extent of which additional expense is extremely difficult and economically impractical to ascertain. Tenant therefore agrees that if rent or any other sum is not paid when due and payable pursuant to this Lease, a late charge shall be imposed in an amount equal to the greater of: (a) Fifty Dollars (\$50.00), or (b) six percent (6%) of the unpaid rent or other payment. The amount of the late charge to be paid by Tenant shall be reassessed and added to Tenant’s obligation for each successive month until paid. The provisions of this Section in no way relieve Tenant of the obligation to pay rent or other payments on or before the date on which they are due.

4. **INTENTIONALLY OMITTED.**

5. **SECURITY DEPOSIT.** Tenant shall deposit the Security Deposit with Landlord upon the execution of this Lease. Said sum shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants and conditions of this Lease to be kept and performed by Tenant and not as an advance rental deposit or as a measure of Landlord’s damage in case of Tenant’s default. If Tenant defaults with respect to any provision of this Lease, Landlord may use any part of the Security Deposit for the payment of any rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant’s default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant’s default. If any portion is so used, Tenant shall within five (5) days after written demand therefor, deposit with Landlord an amount sufficient to restore the Security Deposit to its original amount and Tenant’s failure to do so shall be a material breach of this Lease. Except to such extent, if any, as shall be required by law, Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit. Landlord’s obligations with respect to the Security Deposit are those of a debtor and not of a trustee, and Landlord may commingle the Security Deposit with any of Landlord’s own funds. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the Security Deposit or any balance thereof shall be returned to Tenant at such time after termination of this Lease when Landlord shall have determined that all of Tenant’s obligations under this Lease have been fulfilled.

6. **ALTERATIONS.**

6.1 Tenant shall not make or suffer to be made any alterations, additions, or improvements, including, but not limited to (a) those described in Exhibit B to this Lease, if any, (b) the attachment of any fixtures or equipment in, on, or to the Premises or any part thereof, (c) the making of any improvements as required by Article 7, or (d) Tenant shall not make penetrations to any part of the roof or its membrane, without the prior written consent of Landlord. When applying for such consent, Tenant shall, if requested by Landlord, furnish complete plans and specifications for such alterations, additions and improvements. Tenant shall be responsible for and hold Landlord harmless from any and all delays, damages and extra costs suffered by Landlord as a result of any dispute with any labor unions concerning the wage, hours, terms or conditions of the employment of any such labor caused by Tenant’s contractor. In any event Landlord may charge Tenant a construction management fee not to exceed five percent (5%) of the cost of such work to cover its overhead as it relates to such proposed work, plus third-party costs actually incurred by Landlord in connection with the proposed work and the design thereof, with all such amounts being due five (5) days after Landlord’s demand.

6.2 All alterations, additions or improvements proposed by Tenant shall be constructed in accordance with all Regulations, using Building standard materials where applicable, and Tenant shall, prior to construction, provide the additional insurance required under Article 11 in such case, and also all such assurances to Landlord as Landlord shall reasonably require to assure payment of the costs thereof, including but not limited to, notices of non-responsibility, waivers of lien, surety company performance bonds and funded construction escrows and to protect Landlord and the Building and appurtenant land against any loss from any mechanic's, materialmen's or other liens. All contractors and subcontractors shall be subject to Landlord's prior written approval. Tenant shall pay any increase in real estate taxes attributable to any such alteration, addition or improvement for so long, during the Term, as such increase is ascertainable.

## 7. REPAIR.

7.1 Landlord shall have no obligation to alter, remodel, improve, repair, decorate or paint the Premises, except as may be expressly set forth in Exhibit B, if any, attached to this Lease, and except that Landlord shall repair and maintain the structural portions of the roof, foundation and walls of the Building. By taking possession of the Premises, Tenant accepts them as being in good order, condition and repair and in the condition in which Landlord is obligated to deliver them. It is hereby understood and agreed that no representations respecting the condition of the Premises or the Building have been made by Landlord to Tenant, except as specifically set forth in this Lease. Landlord shall not be liable for any failure to make any repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant.

7.2 Tenant shall at its own cost and expense keep and maintain all parts of the Premises and such portion of the Building and improvements as are within the exclusive control of Tenant in good condition, promptly making all necessary repairs and replacements, whether ordinary or extraordinary, with materials and workmanship of the same character, kind and quality as the original (including, but not limited to, repair and replacement of all fixtures installed by Tenant, water heaters serving the Premises, windows, glass and plate glass, doors, exterior stairs, skylights, any special office entries, interior walls and finish work, floors and floor coverings, heating and air conditioning systems serving the Premises, electrical systems and fixtures, sprinkler systems, dock boards, truck doors, dock bumpers, plumbing work and fixtures, and performance of regular removal of trash and debris). Tenant as part of its obligations hereunder shall keep the Premises in a clean and sanitary condition. Tenant will, as far as possible keep all such parts of the Premises from deterioration due to ordinary wear and from falling temporarily out of repair, and upon termination of this Lease in any way Tenant will yield up the Premises to Landlord in good condition and repair, loss by fire or other casualty excepted (but not excepting any damage to glass). Tenant shall, at its own cost and expense, repair any damage to the Premises or the Building resulting from and/or caused in whole or in part by the negligence or misconduct of Tenant, its agents, employees, contractors, invitees, or any other person entering upon the Premises as a result of Tenant's business activities or caused by Tenant's default hereunder.

7.3 Tenant shall, at its own cost and expense, enter into a regularly scheduled preventive maintenance/service contract with a maintenance contractor approved by Landlord for servicing all heating systems and equipment serving the Premises (and a copy thereof shall be furnished to Landlord). The service contract must include all services suggested by the equipment manufacturer in the operation/maintenance manual and must become effective within thirty (30) days of the date Tenant takes possession of the Premises. Should Tenant fail to do so, Landlord may, upon notice to Tenant, enter into such a maintenance/ service contract on behalf of Tenant or perform the work and in either case, charge Tenant the cost thereof along with a reasonable amount for Landlord's overhead.

8. **LIENS.** Tenant shall keep the Premises, the Building and appurtenant land and Tenant's leasehold interest in the Premises free from any liens arising out of any services, work or materials performed, furnished, or contracted for by Tenant, or obligations incurred by Tenant. In the event that Tenant fails, within ten (10) days following the imposition of any such lien, to either cause the same to be released of record or provide Landlord with insurance against the same issued by a major title insurance company or such other protection against the same as Landlord shall accept (such failure to constitute an Event of Default), Landlord shall have the right to cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All such sums paid by Landlord and all expenses incurred by it in connection therewith shall be payable to it by Tenant within five (5) days of Landlord's demand.

## 9. ASSIGNMENT AND SUBLETTING.

9.1 Tenant shall not have the right to assign or pledge this Lease or to sublet the whole or any part of the Premises whether voluntarily or by operation of law, or permit the use or occupancy of the Premises by anyone other than Tenant, and shall not make, suffer or permit such assignment, subleasing or occupancy without the prior written consent of Landlord, and said restrictions shall be binding upon any and all assignees of the Lease and subtenants of the Premises. In the event Tenant desires to sublet, or permit such occupancy of, the Premises, or any portion thereof, or assign this Lease,

Tenant shall give written notice thereof to Landlord at least sixty (60) days but no more than one hundred twenty (120) days prior to the proposed commencement date of such subletting or assignment, which notice shall set forth the name of the proposed subtenant or assignee, the relevant terms of any sublease or assignment and copies of financial reports and other relevant financial information of the proposed subtenant or assignee. Notwithstanding any assignment or subletting, permitted or otherwise, Tenant shall at all times remain directly, primarily and fully responsible and liable for the payment of the rent specified in this Lease and for compliance with all of its other obligations under the terms, provisions and covenants of this Lease.

9.2 Upon any request to assign or sublet, Tenant will pay to Landlord the sum of \$500 plus, on demand, a sum equal to all of Landlord's costs, including reasonable attorney's fees, incurred in investigating and considering any proposed or purported assignment or pledge of this Lease or sublease of any of the Premises, regardless of whether Landlord shall consent to, refuse consent, or determine that Landlord's consent is not required for, such assignment, pledge or sublease. Any purported sale, assignment, mortgage, transfer of this Lease or subletting which does not comply with the provisions of this Article 9 shall be void.

9.3 If Tenant is a corporation, limited liability company, partnership or trust, any transfer or transfers of or change or changes within any twelve (12) month period in the number of the outstanding voting shares of the corporation or limited liability company, the general partnership interests in the partnership or the identity of the persons or entities controlling the activities of such partnership or trust resulting in the persons or entities owning or controlling a majority of such shares, partnership interests or activities of such partnership or trust at the beginning of such period no longer having such ownership or control shall be regarded as equivalent to an assignment of this Lease to the persons or entities acquiring such ownership or control and shall be subject to all the provisions of this Article 9 to the same extent and for all intents and purposes as though such an assignment.

10. **INDEMNIFICATION.** None of the Landlord Entities shall be liable and Tenant hereby waives all claims against them for any damage to any property or any injury to any person in or about the Premises or the Building by or from any cause whatsoever (including without limiting the foregoing, rain or water leakage of any character from the roof, windows, walls, basement, pipes, plumbing works or appliances, the Building not being in good condition or repair, gas, fire, oil, electricity or theft), except to the extent caused by or arising from the gross negligence or willful misconduct of Landlord or its agents, employees or contractors. Tenant shall protect, indemnify and hold the Landlord Entities harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of (a) any damage to any property (including but not limited to property of any Landlord Entity) or any injury (including but not limited to death) to any person occurring in, on or about the Premises or the Building to the extent that such injury or damage shall be caused by or arise from any actual or alleged act, neglect, fault, or omission by or of Tenant or any Tenant Entity to meet any standards imposed by any duty with respect to the injury or damage; (b) the conduct or management of any work or thing whatsoever done by the Tenant in or about the Premises or from transactions of the Tenant concerning the Premises; (c) Tenant's failure to comply with any and all Regulations, applicable to the condition or use of the Premises or its occupancy; or (d) any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of the Tenant to be performed pursuant to this Lease. For purposes of this indemnity provision, as well other set forth in this Lease, Tenant specifically and expressly waives any immunity that may be granted it, directly or indirectly, under Washington's Industrial Insurance Act, RCW Title 51, and all other applicable industrial insurance/worker's compensation acts or their equivalent. Further, the indemnification provisions under this Lease shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under worker's compensation acts, disability benefit acts, or other employee benefit acts; provided, however, that Tenant's foregoing waiver of immunity extends only to claims against Tenant by or for Landlord and does not include, or extend to, any claims by Tenant's employees directly against Tenant. **LANDLORD AND TENANT ACKNOWLEDGE THAT THE WAIVER OF IMMUNITY SET FORTH HEREIN AND APPLICABLE TO THE INDEMNIFICATION PROVISIONS OF THIS SECTION 10 WERE SPECIFICALLY NEGOTIATED AND AGREED UPON BY THEM.** The provisions of this Article shall survive the termination of this Lease with respect to any claims or liability accruing prior to such termination.

## 11. **INSURANCE.**

11.1 Tenant shall keep in force throughout the Term: (a) a Commercial General Liability insurance policy or policies to protect the Landlord Entities against any liability to the public or to any invitee of Tenant or a Landlord Entity incidental to the use of or resulting from any accident occurring in or upon the Premises with a limit of not less than \$1,000,000 per occurrence and not less than \$2,000,000 in the annual aggregate, or such larger amount as Landlord may prudently require from time to time, covering bodily injury and property damage liability and \$1,000,000 products/completed operations aggregate; (b) Business Auto Liability covering owned, non-owned and hired vehicles with a limit of not less than \$1,000,000 per accident; (c) Worker's Compensation Insurance with limits as required by statute and Employers Liability insurance (or Washington Stop Gap Liability insurance) with limits of \$1,000,000 each accident, \$1,000,000 disease policy

limit, \$1,000,000 disease--each employee; and (d) All Risk or Special Form coverage protecting Tenant against loss of or damage to Tenant's alterations, additions, improvements, carpeting, floor coverings, panelings, decorations, fixtures, inventory, other business personal property situated in or about the Premises and all items for which Tenant is responsible under Sections 7.2 and Article 18, in each case to the full replacement value of the property so insured.

11.2 The aforesaid policies shall (a) be provided at Tenant's expense; (b) name the Landlord Entities and such other entities as Landlord may request as additional insureds (General Liability) and loss payee (Property—Special Form); (c) be issued by an insurance company with a minimum Best's rating of "A-VII" during the Term; and (d) provide that said insurance shall not be canceled unless thirty (30) days prior written notice (ten days for non-payment of premium) shall have been given to Landlord; a certificate of Liability insurance on ACORD Form 25 and a certificate of Property insurance on ACORD Form 28 shall be delivered to Landlord by Tenant upon the Commencement Date and at least thirty (30) days prior to each renewal of said insurance.

11.3 Whenever Tenant shall undertake any alterations, additions or improvements in, to or about the Premises ("Work") the aforesaid insurance protection must extend to and include injuries to persons and damage to property arising in connection with such Work, without limitation including liability under any applicable structural work act, and such other insurance as Landlord shall require; and the policies of or certificates evidencing such insurance must be delivered to Landlord prior to the commencement of any such Work.

12. **WAIVER OF SUBROGATION.** Tenant and Landlord hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage, All Risks or other insurance now or hereafter existing for the benefit of the respective party but only to the extent of the net insurance proceeds payable under such policies. Each party shall obtain any special endorsements required by their insurer to evidence compliance with the aforementioned waiver.

13. **SERVICES AND UTILITIES.** Tenant shall pay for all gas, heat, light, power, trash, telephone, sprinkler system charges and other utilities and services used on or from the Premises, together with any taxes, penalties, and surcharges or the like pertaining thereto and any maintenance charges for utilities. Tenant shall furnish all electric light bulbs, tubes and ballasts, battery packs for emergency lighting and fire extinguishers. If any such services are not separately metered to Tenant, Tenant shall pay such proportion of all charges jointly metered with other premises as reasonably determined by Landlord. Any such charges paid by Landlord and assessed against Tenant shall be immediately payable to Landlord on demand and shall be additional rent hereunder. Tenant will not, without the written consent of Landlord, contract with a utility provider to service the Premises with any utility, including, but not limited to, telecommunications, electricity, water, sewer or gas, which is not previously providing such service to other tenants in the Building. Landlord shall in no event be liable for any interruption or failure of utility services on or to the Premises.

14. **HOLDING OVER.** If Tenant retains possession of all or part of the Premises after the expiration or termination of this Lease, Tenant's occupancy during such period shall be that of a tenant at sufferance, subject to all the terms and provisions of the Lease, except that Tenant shall pay Landlord for each day of such possession Two Hundred Percent (200%) of the amount of the Monthly Installment of Rent for the last period prior to the date of such termination plus all additional rent, prorated on a daily basis. Tenant shall also pay all damages sustained by Landlord by reason of such retention. No provision of this Article 14 shall be deemed to waive Landlord's right of reentry or any other right under this Lease or at law. For purposes of this Lease possession shall be considered the physical presence of Tenant, Subtenants, personnel, contractors, invitees and/or the physical presence of any personal property, fixtures, inventory or debris.

15. **SUBORDINATION.** Without the necessity of any additional document being executed by Tenant for the purpose of effecting a subordination, this Lease shall be subject and subordinate at all times to ground or underlying leases and to the lien of any mortgages or deeds of trust now or hereafter placed on, against or affecting the Building, Landlord's interest or estate in the Building, or any ground or underlying lease; provided, however, that if the lessor, mortgagee, trustee, or holder of any such mortgage or deed of trust elects to have Tenant's interest in this Lease be superior to any such instrument, then, by notice to Tenant, this Lease shall be deemed superior, whether this Lease was executed before or after said instrument. Notwithstanding the foregoing, Tenant covenants and agrees to execute and deliver within ten (10) days of Landlord's request such further instruments evidencing such subordination or superiority of this Lease as may be required by Landlord.

16. **REENTRY BY LANDLORD.** Landlord reserves and shall at all times have the right to re-enter the Premises to inspect the same, to show said Premises to prospective purchasers, mortgagees or tenants, and to alter, improve or repair the Premises and any portion of the Building, without abatement of rent, and may for that purpose erect, use and maintain scaffolding, pipes, conduits and other necessary structures and open any wall, ceiling or floor in and through the Building and Premises where reasonably required by the character of the work to be performed, provided entrance to the Premises shall not be blocked thereby, and further provided that the business of Tenant shall not be interfered with unreasonably. Tenant hereby

waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned by any action of Landlord authorized by this Article 16.

## 17. TENANT'S DEFAULT.

17.1 The following events shall be deemed to be "**Events of Default**" under this Lease: (i) Tenant shall fail to pay when due any sum of money becoming due to be paid to Landlord under this Lease, whether such sum be any installment of the rent reserved by this Lease, any other amount treated as additional rent under this Lease, or any other payment or reimbursement to Landlord required by this Lease, whether or not treated as additional rent under this Lease, and such failure shall continue for a period of five (5) days after written notice that such payment was not made when due; (ii) Tenant shall fail to comply with any term, provision or covenant of this Lease which is not provided for in another Section of this Article and shall not cure such failure within twenty (20) days (forthwith, if the failure involves a hazardous condition) after written notice of such failure to Tenant provided, however, that such failure shall not be an event of default if such failure could not reasonably be cured during such twenty (20) day period, Tenant has commenced the cure within such twenty (20) day period and thereafter is diligently pursuing such cure to completion, but the total aggregate cure period shall not exceed ninety (90) days; or (iii) Tenant shall fail to vacate the Premises immediately upon termination of this Lease, by lapse of time or otherwise, or upon termination of Tenant's right to possession only.

17.2 Upon the occurrence of an Event of Default, Landlord shall have the option to pursue any and all remedies allowable at law or in equity and, in addition, Landlord may, at its election, terminate this Lease or terminate Tenant's right to possession only, without terminating the Lease. Upon any termination of this Lease, whether by lapse of time or otherwise, Landlord shall be entitled to recover as damages, all rent, including any amounts treated as additional rent under this Lease, and other sums due and payable by Tenant on the date of termination, plus as liquidated damages and not as a penalty, an amount equal to the sum of: (a) an amount equal to the then present value of the rent reserved in this Lease for the residue of the stated Term of this Lease including any amounts treated as additional rent under this Lease and all other sums provided in this Lease to be paid by Tenant, minus the fair rental value of the Premises for such residue; (b) the value of the time and expense necessary to obtain a replacement tenant or tenants; and (c) the cost of performing any other covenants which would have otherwise been performed by Tenant. Until such time as Landlord shall elect to terminate the Lease, Tenant shall pay to Landlord upon demand the full amount of all rent, including any amounts treated as additional rent under this Lease and other sums reserved in this Lease for the remaining Term, together with the costs of repairs, alterations, additions, redecorating and Landlord's expenses of reletting and the collection of the rent accruing therefrom (including reasonable attorney's fees and broker's commissions), as the same shall then be due or become due from time to time, less only such consideration as Landlord may have received from any reletting of the Premises; and Tenant agrees that Landlord may file suits from time to time to recover any sums falling due under this Article as they become due. Any proceeds of reletting by Landlord in excess of the amount then owed by Tenant to Landlord from time to time shall be credited against Tenant's future obligations under this Lease but shall not otherwise be refunded to Tenant or inure to Tenant's benefit.

17.3 Upon the occurrence of an Event of Default, Landlord may (but shall not be obligated to) cure such default at Tenant's sole expense. Without limiting the generality of the foregoing, Landlord may, at Landlord's option, enter into and upon the Premises if Landlord determines in its sole discretion that Tenant is not acting within a commercially reasonable time to maintain, repair or replace anything for which Tenant is responsible under this Lease or to otherwise effect compliance with its obligations under this Lease and correct the same, without being deemed in any manner guilty of trespass, eviction or forcible entry and detainer and without incurring any liability for any damage or interruption of Tenant's business resulting therefrom and Tenant agrees to reimburse Landlord within five (5) days of Landlord's demand as additional rent, for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease, plus interest from the date of expenditure by Landlord at the Wall Street Journal prime rate.

17.4 If, on account of any breach or default by Tenant in Tenant's obligations under the terms and conditions of this Lease, it shall become necessary or appropriate for Landlord to employ or consult with an attorney or collection agency concerning or to enforce or defend any of Landlord's rights or remedies arising under this Lease or to collect any sums due from Tenant, Tenant agrees to pay all costs and fees so incurred by Landlord, including, without limitation, reasonable attorneys' fees and costs.

17.5 No act or thing done by Landlord or its agents during the Term shall be deemed a termination of this Lease or an acceptance of the surrender of the Premises, and no agreement to terminate this Lease or accept a surrender of said Premises shall be valid, unless in writing signed by Landlord. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants contained in this Lease shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants contained in this Lease. Landlord's acceptance of the payment of rental or other payments after the occurrence of an Event of Default shall not be construed as a waiver of such

Default, unless Landlord so notifies Tenant in writing. Forbearance by Landlord in enforcing one or more of the remedies provided in this Lease upon an Event of Default shall not be deemed or construed to constitute a waiver of such Default or of Landlord's right to enforce any such remedies with respect to such Default or any subsequent Default.

17.6 **Fees for Preparing Notices of Default.** In the event that Landlord is required to provide Tenant with any notice of default relative to any Event of Default by Tenant as stated under this Article 17, Tenant shall be required as a condition to the cure of such default to pay to Landlord the sum of \$250.00 for the preparation of the notice of default and all costs of service thereof upon Tenant. The payment of the sums specified in this paragraph shall be a condition to the cure of any default by Tenant and such sums shall be in addition to any late charges, interest or other sums payable pursuant to the terms of this Lease.

18. **CASUALTY.** In the event the Premises or the Building are damaged by fire or other cause and in Landlord's reasonable estimation such damage can be materially restored within one hundred eighty (180) days, Landlord shall forthwith repair the same and this Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate abatement in rent from the date of such damage. Such abatement of rent shall be made pro rata in accordance with the extent to which the damage and the making of such repairs shall interfere with the use and occupancy by Tenant of the Premises from time to time. Within thirty (30) days from the date of such damage, Landlord shall notify Tenant, in writing, of Landlord's reasonable estimation of the length of time within which material restoration can be made, and Landlord's determination shall be binding on Tenant. For purposes of this Lease, the Building or Premises shall be deemed "materially restored" if they are in such condition as would not prevent or materially interfere with Tenant's use of the Premises for the purpose for which it was being used immediately before such damage. If such repairs cannot, in Landlord's reasonable estimation, be made within one hundred eighty (180) days, Landlord and Tenant shall each have the option of giving the other, at any time within ten (10) days after Landlord's notice, notice terminating this Lease as of the date of such damage. In the event that neither Landlord nor Tenant exercises its option to terminate this Lease, then Landlord shall repair or restore such damage, this Lease continuing in full force and effect, and the rent hereunder shall be proportionately abated as provided above. Landlord shall not be required to repair or replace any damage or loss by or from fire or other cause to any panelings, decorations, partitions, additions, railings, ceilings, floor coverings, office fixtures or any other property or improvements installed on the Premises by, or belonging to, Tenant. Any insurance which may be carried by Landlord or Tenant against loss or damage to the Building or Premises shall be for the sole benefit of the party carrying such insurance and under its sole control.

19. **EMINENT DOMAIN.** If all or any substantial part of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, or conveyance in lieu of such appropriation, either party to this Lease shall have the right, at its option, of giving the other, at any time within thirty (30) days after such taking, notice terminating this Lease, except that Tenant may only terminate this Lease by reason of taking or appropriation, if such taking or appropriation shall be so substantial as to materially interfere with Tenant's use and occupancy of the Premises. If neither party to this Lease shall so elect to terminate this Lease, the rental thereafter to be paid shall be adjusted on a fair and equitable basis under the circumstances. In addition to the rights of Landlord above, if any substantial part of the Building shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain or conveyance in lieu thereof, and regardless of whether the Premises or any part thereof are so taken or appropriated, Landlord shall have the right, at its sole option, to terminate this Lease. Landlord shall be entitled to any and all income, rent, award, or any interest whatsoever in or upon any such sum, which may be paid or made in connection with any such public or quasi-public use or purpose, and Tenant hereby assigns to Landlord any interest it may have in or claim to all or any part of such sums, other than any separate award which may be made with respect to Tenant's trade fixtures and moving expenses; Tenant shall make no claim for the value of any unexpired Term.

20. **SALE BY LANDLORD.** In event of a sale or conveyance by Landlord of the Building, the same shall operate to release Landlord from any future liability upon any of the covenants or conditions, expressed or implied, contained in this Lease in favor of Tenant, and in such event Tenant agrees to look solely to the responsibility of the successor in interest of Landlord in and to this Lease. Except as set forth in this Article 20, this Lease shall not be affected by any such sale and Tenant agrees to attorn to the purchaser or assignee. If any security has been given by Tenant to secure the faithful performance of any of the covenants of this Lease, Landlord may transfer or deliver said security, as such, to Landlord's successor in interest and thereupon Landlord shall be discharged from any further liability with regard to said security.

21. **ESTOPPEL CERTIFICATES.** Within ten (10) days following any written request which Landlord may make from time to time, Tenant shall execute and deliver to Landlord or mortgagee or prospective mortgagee a sworn statement certifying such reasonable matters regarding the Lease as may be requested by Landlord. Landlord and Tenant intend that any statement delivered pursuant to this Article 21 may be relied upon by any mortgagee, beneficiary or purchaser. Tenant irrevocably agrees that if Tenant fails to execute and deliver such certificate within such ten (10) day period Landlord or Landlord's beneficiary or agent may execute and deliver such certificate on Tenant's behalf, and that such certificate shall be



fully binding on Tenant. In addition, should the Tenant fail to execute and/or deliver a requested Estoppel Certificate within the 10-day period, the monthly Base Rent shall be automatically increased, without any requirement for notice to Tenant, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Landlord will incur by reason of Tenant's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Tenant's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

22. **SURRENDER OF PREMISES.** Tenant shall arrange to meet Landlord for two (2) joint inspections of the Premises, the first to occur at least thirty (30) days (but no more than sixty (60) days) before the last day of the Term, and the second to occur not later than forty-eight (48) hours after Tenant has vacated the Premises. In the event of Tenant's failure to arrange such joint inspections and/or participate in either such inspection, Landlord's inspection at or after Tenant's vacating the Premises shall be conclusively deemed correct for purposes of determining Tenant's responsibility for repairs and restoration. All alterations, additions, and improvements in, on, or to the Premises made or installed by or for Tenant, including, without limitation, carpeting, whether pursuant to this Lease or any prior lease or other agreement to which Tenant was a party (collectively, "**Alterations**"), shall be and remain the property of Tenant during the Term. Upon the expiration or sooner termination of the Term, all Alterations shall become a part of the realty and shall belong to Landlord without compensation, and title shall pass to Landlord under this Lease as by a bill of sale. At the end of the Term or any renewal of the Term or other sooner termination of this Lease, Tenant will peaceably deliver up to Landlord possession of the Premises, together with all Alterations by whomsoever made, in the same conditions received or first installed, broom clean and free of all debris, excepting only damage by fire or other casualty. Notwithstanding the foregoing, if Landlord elects by notice given to Tenant at least ten (10) days prior to expiration of the Term, Tenant shall, at Tenant's sole cost, remove any Alterations, including carpeting, so designated by Landlord's notice, and repair any damage caused by such removal. Tenant must, at Tenant's sole cost, remove upon termination of this Lease, any and all of Tenant's furniture, furnishings, equipment, movable partitions of less than full height from floor to ceiling and other trade fixtures and personal property, as well as all data/telecommunications cabling and wiring installed by or on behalf of Tenant, whether inside walls, under any raised floor or above any ceiling (collectively, "**Personalty**"). Personalty not so removed shall be deemed abandoned by the Tenant and title to the same shall thereupon pass to Landlord under this Lease as by a bill of sale, but Tenant shall remain responsible for the cost of removal and disposal of such Personalty, as well as any damage caused by such removal. All obligations of Tenant under this Lease not fully performed as of the expiration or earlier termination of the Term shall survive the expiration or earlier termination of the Term.

23. **RELOCATION OF TENANT.** Landlord, at its sole expense, on at least sixty (60) days prior written notice, may require Tenant to move from the Premises to other space of comparable size and decor in order to permit Landlord to consolidate the space leased to Tenant with other adjoining space leased or to be leased to another tenant. In the event of any such relocation, Landlord will pay all expenses of preparing the new premises so that they will be substantially similar to the Premises from which Tenant is moving, and Landlord will also pay the expense of moving Tenant's furniture and equipment to the relocated premises. In such event this Lease and each and all of the terms and covenants and conditions hereof shall remain in full force and effect and thereupon be deemed applicable to such new space except that revised a revised Exhibit A shall become part of this Lease and shall reflect the location of the new premises.

24. **INTENTIONALLY OMITTED.**

25. **MISCELLANEOUS.**

25.1 Any notice or document required or permitted to be delivered under this Lease shall be addressed to the intended recipient, by fully prepaid registered or certified United States Mail return receipt requested, or by reputable independent contract delivery service, and shall be deemed to be delivered when tendered for delivery to the addressee at its address set forth on the Reference Pages, or at such other address as it has then last specified by written notice delivered in accordance with this Section, whether or not actually accepted or received by the addressee. Any such notice or document may also be personally delivered if a receipt is signed by and received from, the individual, if any, named in Tenant's Notice Address.

25.2 In addition to rent and other charges to be paid by Tenant under this Lease, Tenant shall reimburse to Landlord, upon demand, any and all taxes payable by Landlord (other than net income taxes) whether or not now customary or within the contemplation of the parties to this Lease upon, allocable to, or measured by or on the gross or net rent payable under this Lease, including without limitation any gross receipts tax or excise tax levied by the State, any political subdivision thereof, or the Federal Government with respect to the receipt of such rent.

25.3 Tenant shall faithfully observe and comply with all the rules and regulations as set forth in Exhibit C to this Lease and all reasonable and non-discriminatory modifications of and additions to them from time to time put into effect by Landlord. Landlord shall not be responsible to Tenant for the non-performance by any other tenant or occupant of the Building of any such rules and regulations.

25.4 Any indemnification or insurance of Landlord shall apply to and inure to the benefit of all the following “**Landlord Entities**”, being Landlord, Landlord’s investment manager, and the trustees, boards of directors, officers, general partners, beneficiaries, stockholders, employees and agents of each of them. In any case where this Lease is signed by more than one person, the obligations under this Lease shall be joint and several. The terms “**Tenant**” and “**Landlord**” or any pronoun used in place thereof shall indicate and include the masculine or feminine, the singular or plural number, individuals, firms or corporations, and their and each of their respective successors, executors, administrators and permitted assigns, according to the context hereof. The term “**rentable area**” shall mean the rentable area of the Premises or the Building as calculated by the Landlord on the basis of the plans and specifications of the Building including a proportionate share of any common areas. The term “**Building**” refers to the structure in which the Premises are located and the common areas (parking lots, sidewalks, landscaping, etc.) appurtenant thereto. If the Building is part of a larger complex of structures, the term “**Building**” may include the entire complex, where appropriate (such as shared Expenses or Taxes) and subject to Landlord’s reasonable discretion.

25.5 If Tenant signs as a corporation, partnership, trust or other legal entity each of the persons executing this Lease on behalf of Tenant represents and warrants that Tenant has been and is qualified to do business in the state in which the Building is located, that the entity has full right and authority to enter into this Lease, and that all persons signing on behalf of the entity were authorized to do so by appropriate actions. Tenant agrees to deliver to Landlord, simultaneously with the delivery of this Lease, a corporate resolution, proof of due authorization by partners, opinion of counsel or other appropriate documentation reasonably acceptable to Landlord evidencing the due authorization of Tenant to enter into this Lease.

25.6 At Landlord’s request, Tenant shall deliver to Landlord a copy, certified by an officer of Tenant as being a true and correct copy, of Tenant’s most recent audited financial statement, or, if unaudited, certified by Tenant’s chief financial officer as being true, complete and correct in all material respects. Tenant hereby authorizes Landlord to obtain one or more credit reports on Tenant at any time and shall execute such further authorizations as Landlord may reasonably require in order to obtain a credit report.

25.7 Each of the parties represents and warrants to the other that it has not dealt with any broker or finder in connection with this Lease, except as set forth above.

25.8 This Lease, together with its exhibits and addenda, contains all agreements of the parties to this Lease and supersedes any previous negotiations. There have been no representations made by the Landlord or any of its representatives or understandings made between the parties other than those set forth in this Lease and its exhibits. This Lease may not be modified except by a written instrument duly executed by the parties to this Lease.

25.9 Submission of this Lease shall not be deemed to be a reservation of the Premises. Landlord shall not be bound by this Lease until it has received a copy of this Lease duly executed by Tenant and has delivered to Tenant a copy of this Lease duly executed by Landlord, and until such delivery Landlord reserves the right to exhibit and lease the Premises to other prospective tenants. Notwithstanding anything contained in this Lease to the contrary, Landlord may withhold delivery of possession of the Premises from Tenant until such time as Tenant has paid to Landlord any security deposit required by Article 5, the advance rent as set forth in Article 3 and any sum owed pursuant to this Lease.

25.10 Tenant shall not record or register this Lease or a short form memorandum hereof without the prior written consent of Landlord, and then shall pay all charges and taxes incident such recording or registration.

25.11 Landlord represents and warrants that it has full right and authority to enter into this Lease and that Tenant, while paying the rental and performing its other covenants and agreements contained in this Lease, shall peaceably and quietly have, hold and enjoy the Premises for the Term without hindrance or molestation from Landlord subject to the terms and provisions of this Lease.

25.12 Tenant shall not, and shall not direct, suffer or permit any of its agents, contractors, employees, licensees or invitees (collectively, the “**Tenant Entities**”) to at any time handle, use, manufacture, store or dispose of in or about the Premises or the Building any (collectively “**Hazardous Materials**”) flammables, explosives, radioactive materials, hazardous wastes or materials, toxic wastes or materials, or other similar substances, petroleum products or derivatives or any substance

subject to regulation by or under any federal, state and local laws and ordinances relating to the protection of the environment or the keeping, use or disposition of environmentally hazardous materials, substances, or wastes, presently in effect or hereafter adopted, all amendments to any of them, and all rules and regulations issued pursuant to any of such laws or ordinances, including, without limitation, the Washington Model Toxics Control Act (collectively "Environmental Laws"), nor shall Tenant suffer or permit any Hazardous Materials to be used in any manner not fully in compliance with all Environmental Laws, in the Premises or the Building and appurtenant land or allow the environment to become contaminated with any Hazardous Materials. Notwithstanding the foregoing, Tenant may handle, store, use or dispose of products containing small quantities of Hazardous Materials (such as aerosol cans containing insecticides, toner for copiers, paints, paint remover and the like) to the extent customary and necessary for the use of the Premises for general office purposes; provided that Tenant shall always handle, store, use, and dispose of any such Hazardous Materials in a safe and lawful manner and never allow such Hazardous Materials to contaminate the Premises, Building and appurtenant land or the environment.

25.13 Redress for any claim against Landlord under this Lease shall be limited to and enforceable only against and to the extent of Landlord's interest in the Building. The obligations of Landlord under this Lease are not intended to be and shall not be personally binding on, nor shall any resort be had to the private properties of, any of its or its investment manager's trustees, directors, officers, partners, beneficiaries, members, stockholders, employees, or agents, and in no case shall Landlord be liable to Tenant hereunder for any lost profits, damage to business, or any form of special, indirect or consequential damages.

25.14 Tenant hereby represents and warrants that, to the best of its knowledge, neither Tenant, nor any persons or entities holding any legal or beneficial interest whatsoever in Tenant, are (i) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury ("OFAC"); (ii) designated by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56, Executive Order 13224 (September 23, 2001) or any Executive Order of the President issued pursuant to such statutes; or (iii) named on the following list that is published by OFAC: "List of Specially Designated Nationals and Blocked Persons." If the foregoing representation is untrue at any time during the Term, an Event of Default will be deemed to have occurred, without the necessity of notice to the defaulting party.

25.15 This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Lease. Execution copies of this Lease may be delivered by facsimile or email, and the parties hereto agree to accept and be bound by facsimile signatures or scanned signatures transmitted via email hereto, which signatures shall be considered as original signatures with the transmitted Lease having the binding effect as an original signature on an original document. Notwithstanding the foregoing, Tenant shall, upon Landlord's request, deliver original copies of this Lease to Landlord at the address set forth in such request. Neither party may raise the use of a facsimile machine or scanned document or the fact that any signature was transmitted through the use of a facsimile machine or email as a defense to the enforcement of this Lease.

25.16 Tenant shall maintain as strictly confidential this Lease and all the information contained therein and Tenant will not, without the prior written consent of Landlord, disclose such information, in any manner whatsoever, in whole or in part, and such information will not be used by Tenant or Tenant Entities directly or indirectly for any purpose whatsoever other than for the purpose of leasing the Premises. Moreover, Tenant shall transmit such information only to such Tenant Entities who need to know the information for the purpose of Tenant's occupancy, who are informed by Tenant of the confidential nature of the information and who are provided by Tenant with a copy of this Article and agree to be bound by the terms of this Article. The foregoing shall not apply to any disclosure required by any Regulations applicable to Tenant or any order of a court of competent jurisdiction. This provision shall survive termination of the Lease.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed as of the day and year first set forth above.

**LANDLORD:**

SEAPHX TT, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Monica Aydelotte  
Authorized Agent

**TENANT:**

\_\_\_\_\_  
a Washington limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 2022

**Tenant Acknowledgement**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, duly commissioned and sworn, personally appeared \_\_\_\_\_(name), to me known to be the person who signed as \_\_\_\_\_(title) of \_\_\_\_\_(company), on behalf of the legal entity that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said legal entity for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument on behalf of the legal entity.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State  
of \_\_\_\_\_, residing at \_\_\_\_\_.  
My appointment expires: \_\_\_\_\_.

***Landlord Acknowledgement***

STATE OF Washington)

) ss.

COUNTY OF King)

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a Notary Public in and for the State of **Washington**, duly commissioned and sworn, personally appeared **Monica Aydelotte** (name), to me known to be the person who signed as **Authorized Agent** (title) of **SeaPhx TT, LLC** (company), on behalf of the legal entity that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said legal entity for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument on behalf of the legal entity.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State  
of \_\_\_\_\_, residing at \_\_\_\_\_.

My appointment expires: \_\_\_\_\_.

ADDENDUM ONE

## EARLY ACCESS TO PREMISES

Tenant shall have the right to enter the Premises (“**Early Access**”) up to one week prior to the Commencement Date and upon the latest to occur of (i) the date of full execution and delivery of the Lease, (ii) completion of Landlord’s Work, if any, (iii), delivery to Landlord of the sums required by Sections 3, 4 and 5 of the Lease, and (iv) delivery to Landlord of the certificates of insurance required by Section 11 of the Lease, and continuing through the day immediately prior to the Commencement Date (“**Early Access Period**”) for the purpose of installing and low-voltage internet technology equipment, storage of inventory and preparation of the space for the Tenant’s operations, subject to the following terms and conditions:

1. Tenant’s Early Access shall not constitute occupancy for operation of Tenant’s business and shall not trigger the Commencement Date of the Lease.
2. Tenant’s Early Access shall be at Tenant’s sole risk and Landlord shall have no liability whatsoever in connection with Tenant’s Early Access.
3. Tenant and its employees, agents and contractors shall comply with Section 6 of the Lease and all governmental laws, ordinances and regulations during the Early Access Period, including obtaining any approvals, permits, or other authorizations required to perform its work within, and operate at, the Premises during the Early Access Period.
4. Tenant shall comply with and be bound by all provisions of the Lease during the Early Access Period, including the obligation to pay all utilities, but excluding the obligation for payment of Monthly Installment of Rent, Expenses, and Taxes.
5. Tenant shall not interfere with Landlord or Landlord’s contractors completing the Landlord’s Work, if any, or any other work within the Premises, and any such interference shall constitute a tenant delay.
6. Tenant shall indemnify, protect, defend and save Landlord, the Landlord Entities, and the Premises harmless from and against any and all liens, liabilities, losses, damages, costs, expenses, demands, actions, causes of action and claims (including, without limitation, attorneys’ fees and legal costs) arising out of the Early Access, use, construction, or occupancy of the Premises by Tenant or its agents, employees, contractors, customers, guests, or invitees.

**[Remainder of Page Intentionally Left Blank]**

## **EXHIBIT A – FLOOR PLAN DEPICTING THE PREMISES**

Exhibit A is intended only to show the general layout of the Premises as of the beginning of the Term of this Lease. It does not in any way supersede any of Landlord's rights set forth in Article 16 with respect to arrangements and/or locations of public parts of the Building and changes in such arrangements and/or locations. It is not to be scaled; any measurements or distances shown should be taken as approximate.

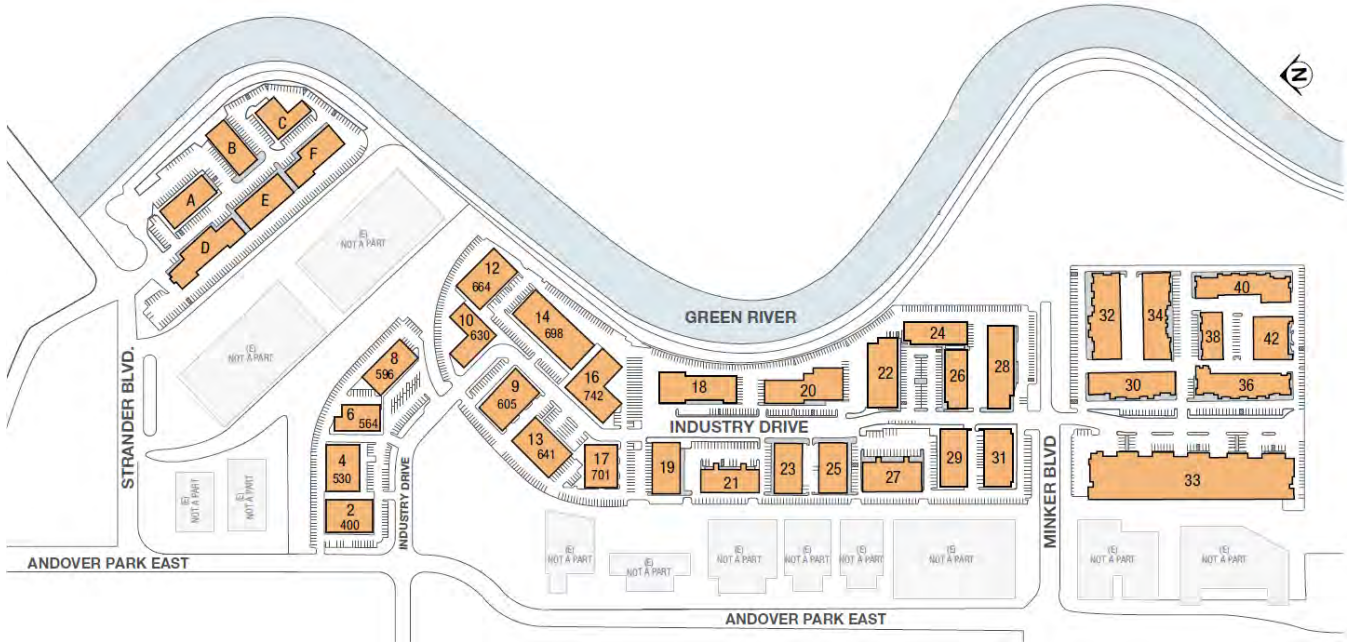


### EXHIBIT A-1 – SITE PLAN

Exhibit A-1 is intended only to show the general layout of the Premises as of the beginning of the Term of this Lease. It does not in any way supersede any of Landlord’s rights set forth in Article 16 with respect to arrangements and/or locations of public parts of the Building and changes in such arrangements and/or locations. It is not to be scaled; any measurements or distances shown should be taken as approximate.

#### SEATTLE EXCHANGE @SOUTHCENTER

601-699 STRANDER BLVD & 400-1164 INDUSTRY DR, TUKWILA, WA  
657,928 SF



## EXHIBIT A-2 – LEGAL DESCRIPTION

Real property in the City of Tukwila, County of King, State of Washington, described as follows:

### PARCEL 1:

That portion of the southwest quarter of section 25, township 23 north, range 4 east, W.M., in King County, Washington, more particularly described as follows: Commencing at the east quarter corner of section 26, township 23 north, range 4 east w W.M.; Thence north 88°06'42" west along the east-west centerline of said section 26 a Distance of 105.84 feet; Thence south 01°47'28" west 90.66 feet; Thence south 88°12'32" east 233.00 feet to the true point of beginning; Thence from the true point of beginning south 88°12'32" east 291.50 feet to a Point on the southwesterly margin of James Christensen road no. 1479; Thence along said southwesterly margin the following 7 courses: South 32°39'25" west 96.43 feet; South 20°16'25" west 114.09 feet; South 03°06'25" west 122.73 feet; South 02°41'35" east 98.54 feet; South 19°53'35" east 168.86 feet; South 32°38'35" east 158.24 feet; and South 44°38'35" east 25.37 feet; Thence leaving said southwesterly margin south 01°47'28" west 461.42 feet; Thence north 88°12'32" east 254.00 feet; Thence north 01°47'28" east 18.00 feet to a point on the northerly margin of Minkler Boulevard; Thence along said margin north 88°12'32" west 103.00 feet to a point on the Centerline of a private drive; Thence along said centerline north 01°47'28" east 430.00 feet to a point of Curvature; Thence tangent to the preceding course along the arc of a curve to the left, a Distance of 77.78 feet, having a radius of 250.00 feet and a central angle of 17°49'33" to a point of reverse curvature; Thence from a tangent which bears north 16°02'05" west along the arc of a Curve to the right, a distance of 77.78 feet, having a radius of 250.00 feet and a Central angle of 17°49'33" to a point of tangency; Thence tangent to the preceding curve north 01°47'28" east 577.17 feet to the True point of beginning.

### PARCEL 2:

That portion of the southeast quarter of section 26, and the southwest Quarter of section 25, township 23 north, range 4 east, W.M., in King County, Washington, more particularly described as follows: Commencing at the east quarter corner of said section 26; Thence north 88°06'42" west along the east-west centerline of said section 26, a Distance of 105.84 feet; Thence south 01°47'28" west 90.66 feet to the true point of beginning; Thence from the true point of beginning 88°12'32" east 233.00 feet to a point on The centerline of a private drive; Thence along said centerline south 01°47'28" west 577.17 feet to a point of Curvature; Thence tangent to the preceding course along the arc of a curve to the left, a Distance of 77.78 feet, having a radius of 250.00 feet and a central angle of 17°49'33" to a point of reverse curvature; Thence from a tangent which bears south 16°02'05" east along the arc of a Curve to the right, a distance of 77.78 feet, having a radius of 250.00 feet and a Central angle of 17°49'33" to a point of tangency; Thence tangent to the preceding curve south 01°47' 28" west 430.00 feet to a Point on the northerly margin of Minkler Boulevard; Thence leaving said centerline along said margin north 88°12'32" west 257.00 Feet; Thence leaving said margin north 01°47'28" east, 1160.23 feet to the true point Of beginning.

### PARCEL 3:

That portion of the southeast quarter of the southeast quarter of section 26, And the southwest quarter of the southwest quarter of section 25, all in Township 23 north, range 4 east, W.M., in King County, Washington, described as Follows: Commencing at the quarter corner to said section 25, and 26; Thence south 02°22'20" west 1319.75 feet to the centerline of p-17 drainage Channel, which channel continues south 88°12'32" east to terminus of the Westerly margin of Christensen road; Thence north 88°12'32" west along the said p-17 drainage channel centerline 92.45 feet; Thence south 01°47'28" west 21.00 feet to the true point of beginning; Thence continuing south 01°47'28" west 453.35 feet to a point of curve; Thence along a curve to the right having a radius of 397.24 feet and a central Angle of 25°10'37" an arc distance of 174.56 feet; Thence south 26°58'05" west 50.00 feet to the north line of tract of land Conveyed by Puget Western, Inc. To Rex Allison and Genevieve Allison, his wife, an undivided 72.96% interest, and to wells b. McCurdy and jane McCurdy, his Wife, an undivided 27.04% interest by deed recorded august 18, 1965 under Recording no. 5917083; Thence along said north line south 88°12'32" east 769.01 feet; Thence north 01°47'28" east 667.59 feet; Thence north 88°12'32" west 710.00 feet to the true point of beginning.

### PARCEL 4:

Tract 2 of Andover Industrial Park no. 4, according to plat recorded in volume 79 of plats at page(s) 39 and 40, in King County, Washington; Except that portion thereof conveyed to the city of Tukwila for roadway by Deed recorded March 14, 1975 under recording no. 7503140436.

### PARCEL 5:

Easements contained in reciprocal non-exclusive easement agreement recorded June 25, 1976, as recording no. 7606250634 of official records, as amended by Amendment recorded December 30, 1976 as recording no. 7612300436 of official Records.

PARCEL 6:

Lots 1, 2 and 3 of Andover Industrial Park no. 5, according to the plat thereof recorded in volume 83 of plats, pages 22 and 23, records of King County, Washington.

PARCEL 7:

A portion of the west half of section 25 and the east half of section 26, all in township 23 north, range 4 east, w. M., in King County, Washington, described as follows: Beginning at the east quarter corner of said section 26; Thence north  $88^{\circ}06'42''$  west along the east-west center line of said section 26, a distance of 105.84 feet to the true point of beginning; Thence north  $01^{\circ}47'28''$  east 2.45 feet to a point of curvature; Thence along a curve to the right having a radius of 410.28 feet, through a central angle of  $46^{\circ}46'10''$ , an arc distance of 334.90 feet; Thence north  $48^{\circ}33'38''$  east 188.36 feet; Thence along a curve to the right, having a radius of 410.28 feet, through a central angle of  $72^{\circ}16'35''$ , an arc distance of 517.55 feet to an intersection with a line bearing south  $56^{\circ}38'20''$  east; Thence south  $56^{\circ}38'20''$  east along said line, a distance of 69.93 feet; thence south  $48^{\circ}44'23''$  east 71.30 feet; Thence south  $45^{\circ}09'27''$  east 9.91 feet to the westerly margin of James Christensen road no. 1479; Thence south  $37^{\circ}54'41''$  west 468.23 feet; thence south  $32^{\circ}39'25''$  west 132.67 feet; Thence north  $88^{\circ}12'32''$  west 524.50 feet; Thence north  $01^{\circ}47'28''$  east 90.66 feet to the true point of beginning.

PARCEL 8:

A reciprocal access easement rights as described in instrument recorded June 25, 1976 under recording no. 7606250634, and amendment thereto recorded December 30, 1976, under recording no. 7612300436, records of King County, Washington.

## EXHIBIT B - WORK LETTER

(a) **AS-IS Condition.** Tenant shall lease the Premises from Landlord on an “AS-IS” basis, without any representation or warranty of any kind made by Landlord in favor of Tenant and without change or modification thereto of any kind other than the work described in this Exhibit.

(b) Notwithstanding the foregoing subsection (a), Landlord agrees, at its sole cost and expense (subject to the terms and provisions of subsections (c) and (d) below) and within a commercially reasonable period of time after execution of the Lease, to perform or cause to be performed that certain construction, repair, maintenance, or those certain improvements to the Premises as specified below (the “Landlord’s Work”), without warranty and using Landlord’s standard building materials and finishes:

1. **New Paint throughout all office areas, in colors mutually agreeable by Tenant and Landlord.**

(c) All other work and upgrades, subject to Landlord’s approval, shall be at Tenant’s sole cost and expense, plus any applicable state sales or use tax thereon, payable upon demand as additional rent. Tenant shall be responsible for any tenant delay in completion of the Premises resulting from any such other work and upgrades requested or performed by Tenant.

(d) Landlord may collect a construction management fee in the amount of five percent (5%) of the cost of any additional work requested by Tenant and agreed to by Landlord pursuant to subsection (c) above, which shall be paid by Tenant directly to Landlord (or, at Landlord’s election, to Landlord’s property manager).

(e) The Landlord’s Work shall be deemed substantially completed (“Substantially Completed”) and “Substantial Completion” shall be deemed to have occurred when, in the opinion of the construction manager (whether an employee or agent of Landlord or a third party construction manager, the “Construction Manager”), the Landlord’s Work is substantially completed except for punch list items which do not prevent in any material way the use of the Premises for the purposes for which they were intended. In the event Tenant, its employees, agents, or contractors cause, directly or indirectly, the construction or completion of the Landlord’s Work to be delayed, then the date of Substantial Completion shall be deemed to be the date that, in the opinion of the Construction Manager, Substantial Completion would have occurred if such delays or impairments had not taken place. Without limiting the foregoing, Tenant shall be solely responsible for delays caused by Tenant’s request for any changes in the plans, Tenant’s request for long lead items, Tenant’s failure to provide Landlord with reasonable access to the Premises to undertake the Landlord’s Work, and/or Tenant’s interference with the construction of the Landlord’s Work, and such delays shall not entitle Tenant to any abatement of rent or other rights of any kind. Landlord may, but shall not be obligated to, send Tenant a written notice confirming the date the Landlord’s Work is Substantially Completed and Tenant shall sign and acknowledge any such notice within ten (10) days of receipt thereof. In no event shall Landlord have any obligation for any defects in the Premises or any limitation on its use. Substantial Completion is only material for purposes of determining the completion of the Landlord’s Work and has no impact whatsoever on the Commencement Date and/or Tenant’s other obligations under the Lease, including, without limitation, the obligation to pay rent.

(f) From and after the date of execution of this Lease, Tenant shall provide Landlord with all necessary access to the Premises, and shall cooperate with Landlord in all respects, to undertake and complete the Landlord’s Work, it being understood that Tenant shall not be entitled to any abatement of rent or claims of any kind against Landlord in connection with any inconvenience or accommodations which are required by Landlord, or in connection with any interference with Tenant’s business operations or damage to any of Tenant’s property, as part of the completion of the Landlord’s Work. Tenant, at its sole cost and expense and prior to the commencement of the Landlord’s Work, shall promptly remove all personal property, trade fixtures, equipment, office furniture and/or other similar items, if any, as may be required by Landlord for Landlord to undertake and complete the Landlord’s Work.

## EXHIBIT C – RULES AND REGULATIONS

1. No sign, placard, picture, advertisement, name or notice (collectively referred to as “Signs”) shall be installed or displayed on any part of the outside of the Building without the prior written consent of the Landlord which consent shall be in Landlord’s sole discretion. All approved Signs shall be printed, painted, affixed or inscribed at Tenant’s expense by a person or vendor approved by Landlord and shall be removed by Tenant at Tenant’s expense upon vacating the Premises. Landlord shall have the right to remove any Sign installed or displayed in violation of this rule at Tenant’s expense and without notice.

2. If Landlord objects in writing to any curtains, blinds, shades or screens attached to or hung in or used in connection with any window or door of the Premises or Building, Tenant shall immediately discontinue such use. No awning shall be permitted on any part of the Premises. Tenant shall not place anything or allow anything to be placed against or near any glass partitions or doors or windows which may appear unsightly, in the opinion of Landlord, from outside the Premises.

3. Tenant shall not alter any lock or other access device or install a new or additional lock or access device or bolt on any door of its Premises without the prior written consent of Landlord. Tenant, upon the termination of its tenancy, shall deliver to Landlord the keys or other means of access to all doors.

4. If Tenant requires telephone, data, burglar alarm or similar service, the cost of purchasing, installing and maintaining such service shall be borne solely by Tenant. No boring or cutting for wires will be allowed without the prior written consent of Landlord. Landlord shall direct electricians as to where and how telephone, data, and electrical wires are to be introduced or installed. The location of burglar alarms, telephones, call boxes or other office equipment affixed to the Premises shall be subject to the prior written approval of Landlord.

5. Tenant shall not place a load upon any floor of its Premises, including mezzanine area, if any, which exceeds the load per square foot that such floor was designed to carry and that is allowed by law. Heavy objects shall stand on such platforms as determined by Landlord to be necessary to properly distribute the weight. 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 by maintaining or moving such equipment or other property shall be repaired at the expense of Tenant.

6. Tenant shall not install any radio or television antenna, satellite dish, loudspeaker or other device on the roof or exterior walls of the Building without Landlord’s prior written consent which consent shall be in Landlord’s sole discretion.

7. Tenant shall not mark, drive nails, screw or drill into the partitions, woodwork, plaster or drywall (except for pictures and general office uses) or in any way deface the Premises or any part thereof. Tenant shall not affix any floor covering to the floor of the Premises or paint or seal any floors in any manner except as approved by Landlord. Tenant shall repair any damage resulting from noncompliance with this rule.

8. No cooking shall be done or permitted on the Premises, except that Underwriters’ Laboratory approved microwave ovens or equipment for brewing coffee, tea, hot chocolate and similar beverages shall be permitted, provided that such equipment and use is in accordance with all applicable Regulations.

9. Tenant shall not use any hand trucks except those equipped with the rubber tires and side guards and may use such other material-handling equipment as Landlord may approve. Tenant shall not bring any other vehicles of any kind into the Building. Forklifts which operate on asphalt areas shall only use tires that do not damage the asphalt.

10. Tenant shall not use the name of the Building or any photograph or other likeness of the Building in connection with or in promoting or advertising Tenant’s business except that Tenant may include the Building name in Tenant’s address. Landlord shall have the right, exercisable without notice and without liability to any tenant, to change the name and address of the Building.

11. All trash and refuse shall be contained in suitable receptacles at locations approved by Landlord. Tenant shall not place in the trash receptacles any personal trash or material that cannot be disposed of in the ordinary and customary manner of removing such trash without violation of any law or ordinance governing such disposal.

12. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governing authority.

13. Tenant assumes all responsibility for securing and protecting its Premises and its contents including keeping doors locked and other means of entry to the Premises closed.
14. Tenant shall not use any method of heating or air conditioning other than that supplied by Landlord without Landlord's prior written consent.
15. No person shall go on the roof without Landlord's permission.
16. Tenant shall not permit any animals, other than seeing-eye dogs, to be brought or kept in or about the Premises or any common area of the property.
17. Tenant shall not permit any motor vehicles to be washed or mechanical work or maintenance of motor vehicles to be performed on any portion of the Premises or parking lot.
18. These Rules and Regulations are in addition to and shall not be construed in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of any lease of any premises in the Building. Landlord may waive any one or more of these Rules and Regulations for the benefit of any tenant or tenants, and any such waiver by Landlord shall not be construed as a waiver of such Rules and Regulations for any or all tenants.
19. 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 in and about the Building. Tenant agrees to abide by all such rules and regulations herein stated and any additional rules and regulations which are adopted. Tenant shall be responsible for the observance of all the foregoing rules by Tenant's employees, agents, clients, customers, invitees and guests.
20. Any toilet rooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown into them. The expense 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.
21. Tenant shall not permit smoking or carrying of lighted cigarettes or cigars in areas reasonably designated by Landlord or any applicable governmental agencies as non-smoking areas.
22. Any directory of the Building or project of which the Building is a part ("Project Area"), if provided, will be exclusively for the display of the name and location of tenants only and Landlord reserves the right to charge for the use thereof and to exclude any other names.
23. Canvassing, soliciting, distribution of handbills or any other written material in the Building or Project Area is prohibited and each tenant shall cooperate to prevent the same. No tenant shall solicit business from other tenants or permit the sale of any goods or merchandise in the Building or Project Area without the written consent of Landlord.
24. Any equipment belonging to Tenant which causes noise or vibration that may be transmitted to the structure of the Building or to any space therein to such a degree as to be objectionable to Landlord or to any tenants in the Building shall be placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate the noise or vibration.
25. Driveways, sidewalks, halls, passages, exits, entrances and stairways ("Access Areas") shall not be obstructed by tenants or used by tenants for any purpose other than for ingress to and egress from their respective premises. Access areas are not for the use of the general public and Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence, in the judgment of Landlord, shall be prejudicial to the safety, character, reputation and interests of the Building or its tenants.
26. Landlord reserves the right to designate the use of parking areas and spaces. Tenant shall not park in visitor, reserved, or unauthorized parking areas. Tenant and Tenant's guests shall park between designated parking lines only and shall not park motor vehicles in those areas designated by Landlord for loading and unloading. Vehicles in violation of the above shall be subject to being towed at the vehicle owner's expense. Vehicles parked overnight without prior written consent of the Landlord shall be deemed abandoned and shall be subject to being towed at vehicle owner's expense. Tenant will from time to time, upon the request of Landlord, supply Landlord with a list of license plate numbers of vehicles owned or operated by its employees or agents.

27. No trucks, tractors or similar vehicles can be parked anywhere other than in Tenant's own truck dock area. Tractor-trailers which must be unhooked or parked with dolly wheels beyond the concrete loading areas must use steel plates or wood blocks under the dolly wheels to prevent damage to the asphalt paving surfaces. No parking or storing of such trailers will be permitted in the parking areas or on streets adjacent thereto.

28. During periods of loading and unloading, Tenant shall not unreasonably interfere with traffic flow and loading and unloading areas of other tenants. All products, materials or goods must be stored within the Tenant's Premises and not in any exterior areas, including, but not limited to, exterior dock platforms, against the exterior of the Building, parking areas and driveway areas. Tenant agrees to keep the exterior of the Premises clean and free of nails, wood, pallets, packing materials, barrels and any other debris produced from their operation.

## EXHIBIT C-1 – SIGNAGE CRITERIA

### I. PURPOSE

It is the intent of this criterion that all signs on the property conform in shape, size, colors, placement, similar materials, and graphic elements to present a consistent visual message, while allowing individual tenants to identify their leased space in a manner consistent with their corporate identity. This sign criterion is intended to conform to all approved requirements of the City of Tukwila.

No deviation from this criterion will be permitted without Landlord’s prior approval in writing. Conformance will be strictly enforced. Any sign installed without the prior written approval of the Landlord will be removed from the Building at Tenant’s expense.

### II. SIGNAGE RESPONSIBILITIES

Landlord shall be responsible for:

- a. Costs of installation and manufacturing of initial tenant suite and/or wayfinding directory signage
- b. Costs to remove Building standard suite and/or wayfinding directory signage at the termination of Tenant’s Lease.

Tenant shall be responsible for:

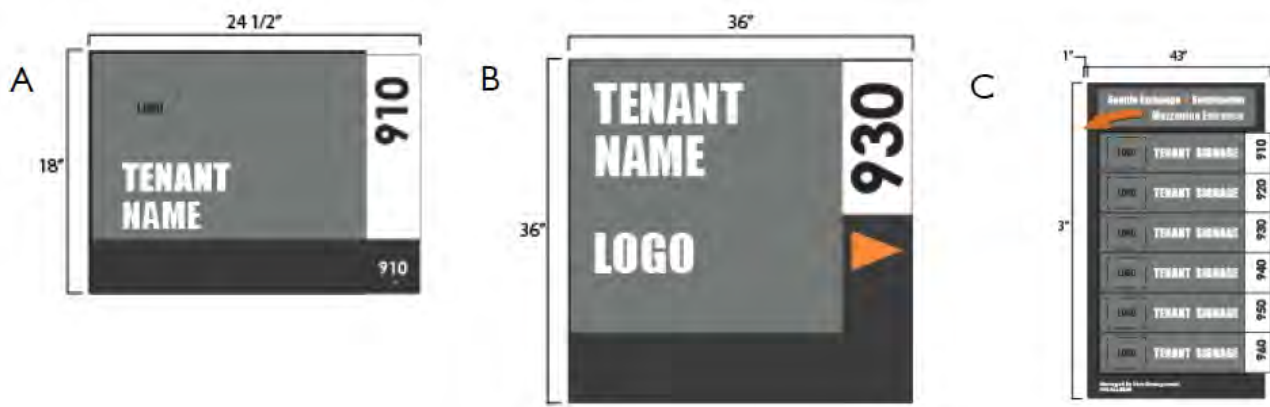
- a. Cost of cut vinyl lettering and installation of front door graphics, and back of house signage, if applicable, to show company name and hours of operations. Lettering must adhere to the business park specifications, be approved in writing by Landlord and work performed must be by a licensed, insured vendor approved by Landlord. Exterior facing tenants may be subject to City of Tukwila sign permit fees.
- b. Cost of lettering and installation for business name changes on suite, directory signs, front door graphics and back of house signage during the term of the lease. All changes must be approved in writing by Landlord and be performed by a licensed, insured vendor approved by Landlord.
- c. Cost of removal of any signs or lettering installed without Landlord approval.

### III. SIGN SPECIFICATIONS

All signage within site has been designed to identify the property, provide direction to visitors, and identify its tenants. Tenant signs allow for placement of the Tenant’s full color logo branding incorporated with the site standard colors and selected font on suite signs and wayfinding directories.

Any sign installed without the prior written approval of the Landlord will be removed from the Building at Tenant’s expense. No “A-frame” signs or other temporary modular or movable signage will be allowed at park including banners, window graphics, flag banners, etc.

- IV. Following are examples of the sign types. There are small variants depending on the location on the site.



- V. Entrance window graphics may include business name, typical hours/days of operation and contact information within a maximum 18" x 18". All graphics must be die-cut and applied in white vinyl. Graphics may be applied to either side of glass, but exterior must appear clean and bubble/debris free. All lettering must be in Impact Bold font.



EXHIBIT D

FORM OF LEASE GUARANTY

LEASE GUARANTY

This Lease Guaranty (this "Guaranty") is made as of this \_\_\_\_ day of \_\_\_\_, 2022, by \_\_\_\_\_, an individual, ("Guarantor"), in favor of SEAPHX TT, LLC, a Delaware limited liability company (together with its successors and assigns, "Landlord") in connection with that certain Lease, dated as of \_\_\_\_, 2022, (the "Lease", as may be amended or modified from time to time), pursuant to which \_\_\_\_\_, (together with its successors and assigns, "Tenant"), leases those premises comprised of approximately \_\_\_\_ rentable square feet with a common address of \_\_\_\_ Industry Drive, Tukwila, WA 98188 (the "Premises", as may be modified pursuant to the terms of the Lease) and located in the project commonly known as Seattle Exchange @Southcenter, together with all renewals, amendments, expansions, and modifications of the Lease.

Guarantor hereby absolutely and unconditionally guarantees, as a primary obligor and not as a surety, without deduction by reason of setoff, defense, or counterclaim, the prompt, complete, full and punctual payment, observance, and performance of all the terms, covenants, and conditions provided to be paid, kept, and performed by the tenant under the Lease, in each case whether accruing prior to, on, or after the date hereof. Guarantor's obligations under this Guaranty are continuing and unconditional and shall terminate only upon full and complete payment and performance of all of the guaranteed obligations.

The obligation of the Guarantor is primary and independent of Tenant's obligations under the Lease and may be enforced directly against the Guarantor independent of and without proceeding against the Tenant or exhausting or pursuing any remedy against Tenant or any other person or entity. To the greatest extent permitted by law, Guarantor waives any requirement that Landlord mitigate damages under the Lease.

This instrument may not be changed, modified, discharged, or terminated orally or in any manner other than by an agreement in writing signed by Guarantor and the Landlord.

The obligations of Guarantor under this Guaranty shall not be released or otherwise affected by reason of any sublease, assignment, or other transfer of the Tenant's interest under the Lease, whether or not Landlord consents to such sublease, assignment, or other transfer.

Any act of Landlord, or the successors or assigns of Landlord, consisting of a waiver of any of the terms or conditions of the Lease, or the giving of any consent to any manner or thing relating to the Lease, or the granting of any indulgences or extensions of time to Tenant, may be done without notice to Guarantor and without releasing the obligations of Guarantor hereunder.

The obligations of Guarantor hereunder shall not be released by Landlord's receipt, application, or release of security given for the performance and observance of covenants and conditions in the Lease contained on Tenant's part to be performed or observed nor by any modification of the Lease; but in case of any such modification the liability of Guarantor shall be deemed modified in accordance with the terms of any such modification of the Lease.

Guarantor waives any defense or right arising by reason of (a) any right to require Landlord to proceed against Tenant or to pursue any other security or remedy before proceeding against Guarantor, (b) any defense based on the genuineness, validity, or enforceability of the Lease, (c) any lack of authority or power of Tenant to enter into the Lease, (d) any right or defense based on the absence of any or all presentments, demands, notices, and protests of each and every kind, (e) the defense of any statute of limitations in any action related to the Guarantor or the Lease, and (f) any requirement that Landlord proceed against or exhaust any security or collateral before proceeding against Guarantor.

Until all the covenants and conditions in said Lease on Tenant's part to be performed and observed are fully performed and observed, Guarantor (i) shall have no right of subrogation against Tenant by reason of any payments or acts of performance by the Guarantor, in compliance with the obligations of the Guarantor hereunder; (ii) waives any right to enforce any remedy which Guarantor now or hereafter shall have against Tenant by reason of any one or more payments or acts of performance in compliance with the obligations of Guarantor hereunder; and (iii) subordinates any liability or indebtedness of Tenant now or hereafter held by Guarantor to the obligations of Tenant to the Landlord under said Lease.

The liability of Guarantor hereunder shall not be released or otherwise affected by (i) the release or discharge of Tenant in any insolvency, bankruptcy, reorganization, receivership, or other debtor relief proceeding involving Tenant (collectively "proceeding for relief"); (ii) the impairment, limitation, or modification of the liability of Tenant or the estate of the Tenant in any proceeding for relief, or of any remedy for the enforcement of Tenant's liability under the Lease, resulting from the operation of any law relating to bankruptcy, insolvency, or similar proceeding or other law or from the decision in any court; (iii) the rejection or disaffirmance of the Lease in any proceeding for relief; or (iv) the cessation from any cause whatsoever of the liability of Tenant.

The Guarantor agrees that upon an event of default under the Lease, the Landlord has the right and option, but is not required to, name the Guarantor in an unlawful detainer proceeding, and that doing so does not constitute an election of remedies against the Guarantor.

This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment by Tenant to Landlord under the Lease is rescinded or must otherwise be returned by Landlord upon the insolvency, bankruptcy, reorganization, receivership, or other debtor relief proceeding involving Tenant, all as though such payment had not been made.

This Guaranty is executed and delivered for the benefit of Landlord and its successors and assigns and is and shall be binding upon Guarantor and its successors and permitted assigns. Guarantor may not assign, delegate, or otherwise transfer all or any part of its obligations under this Guaranty without the express prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. If more than one person constitutes Guarantor, the liability of each such Guarantor shall be joint and several.

**GUARANTOR AND LANDLORD WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN LANDLORD AND GUARANTOR ARISING OUT OF THIS GUARANTY OR ANY OTHER DOCUMENT OR INSTRUMENT EXECUTED IN CONNECTION HERewith OR ANY TRANSACTION RELATED TO THIS GUARANTY.**

Guarantor agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in enforcing the terms of this Guaranty.

Any notice, request, demand, instruction, or other communication to be given hereunder shall be in writing and sent by registered or certified mail, return receipt requested, or other reputable overnight delivery service, in each case in accordance with the terms and conditions set forth in the Lease (as if applicable to the Guaranty). Guarantor's notice address is as set forth under Guarantor's signature below.

This Guaranty shall be governed by and construed in accordance with the internal laws of the State which governs the Lease excluding any principles of conflicts of laws. For the purpose solely of litigating any dispute under this Guaranty, the undersigned submits to the jurisdiction of the courts of said state. Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions shall nevertheless be effective.

WITNESS THE EXECUTION hereof this \_\_\_\_ day of \_\_\_\_, 2022.

GUARANTOR:

\_\_\_\_\_  
an individual

Guarantor's Notice Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Social Security Number of Guarantor:

\_\_\_\_\_

Exhibit 9c  
Real Estate Excise Tax Affidavit



**Real Estate Excise Tax Affidavit** (RCW 82.45 WAC 458-61A)

Only for sales in a single location code on or after January 1, 2020.  
 This affidavit will not be accepted unless all areas on all pages are fully completed.  
 This form is your receipt when stamped by cashier. Please type or print.

Check box if the sale occurred in more than one location code.  Check box if partial sale, indicate % \_\_\_\_\_ sold.  
 List percentage of ownership acquired next to each name.

**1 Seller/Grantor** Name BKM Tukwila 117, LLC, a Delaware limited liability company  
**2 Buyer/Grantee** Name SEAPHX LL, LLC, a Delaware limited liability company

Mailing address 1701 Quail Street, Suite 100 Mailing address c/o Investcorp 280 Park Avenue, 36th Floor  
 City/state/zip Newport Beach, CA 92660 City/state/zip New York, New York 10017  
 Phone (including area code) (949) 566-8800 Phone (including area code) (917) 332 5757

**3** Send all property tax correspondence to:  Same as Buyer/Grantee

List all real and personal property tax parcel account numbers	Personal property?	Assessed value(s)
<u>252304-9015-04 Levy: 2426</u>	<input type="checkbox"/>	<u>\$ 12,895,600.00</u>
<u>252304-9034-01</u>	<input type="checkbox"/>	<u>\$ 10,430,800.00</u>
<u>252304-9071-05</u>	<input type="checkbox"/>	<u>\$ 19,066,200.00</u>
<u>022330-0020-01</u>		<u>\$15,426,000.00</u>

Name BKM Management Company, L.P.  
 c/o BKM Capital Partners, L.P.  
 Mailing address 1701 Quail Street  
 City/state/zip Newport Beach, California 92660

**4** Street address of property 800-820-805-821, 830-846-825-849, 900-916, 855-871, 930-948, 881-899, 950-964, 903-925, 970-998 (cont'd on attach'd)  
 This property is located in Tukwila (for unincorporated locations please select your county)  
 Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.  
 Legal description of property (if you need more space, attach a separate sheet to each page of the affidavit).

The complete legal description on Attachment A.

**5** 59 - Tenant occupied, commercial properties  
 Enter any additional codes \_\_\_\_\_  
 (see back of last page for instructions)

Was the seller receiving a property tax exemption or deferral under RCW 84.36, 84.37, or 84.38 (nonprofit org., senior citizen or disabled person, homeowner with limited income)?  Yes  No  
 Is this property predominantly used for timber (as classified under RCW 84.84 and 84.33) or agriculture (as classified under RCW 84.34, 020)? See ETA 3215.  Yes  No  
 If yes, complete the predominate use calculator (see instructions for section 5).

**6** Is this property designated as forest land per RCW 84.33?  Yes  No  
 Is this property classified as current use (open space, farm and agricultural, or timber) land per RCW 84.34?  Yes  No  
 Is this property receiving special valuation as historical property per RCW 84.26?  Yes  No

If any answers are yes, complete as instructed below.  
**(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)**  
 NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale (RCW 84.33.140 or 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.  
 This land:  does  does not qualify for continuance.

Deputy assessor signature \_\_\_\_\_ Date \_\_\_\_\_  
**(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)**  
 NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) doesn't wish to continue, all additional tax calculated pursuant to RCW 84.26, shall be due and payable by the seller or transferor at the time of sale.

**(3) NEW OWNER(S) SIGNATURE**  
 Signature \_\_\_\_\_ Signature \_\_\_\_\_  
 Print name \_\_\_\_\_ Print name \_\_\_\_\_

**8** I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT  
 Signature of grantor or agent Brian Malliet, CEO of manager of grantor Signature of grantee or agent H. Herbert Myers  
 Name (print) Brian Malliet, CEO of manager of grantor Name (print) H. Herbert Myers  
 Date & city of signing 08/27/2021 Date & city of signing 08/27/2021

Perjury in the second degree is a class C felony which is punishable by confinement in a state correctional institution for a maximum term of five years, or by a fine in an amount fixed by the court of not more than \$10,000, or by both such confinement and fine (RCW 9A.72.030 and RCW 9A.20.021(1)(c)).  
 To ask about the availability of this publication in an alternate format for the visually impaired, please call 360-705-6705. Teletype (TTY) users may use the WA Relay Service by calling 711.

REV 84 D001a (3/12/21) THIS SPACE TREASURER'S USE ONLY COUNTY TREASURER



Real Estate Excise Tax Affidavit (RCW 82.45 WAC 458-61A)

Only for sales in a single location code on or after January 1, 2020. This affidavit will not be accepted unless all areas on all pages are fully completed. This form is your receipt when stamped by cashier. Please type or print.

Form 84 0001a

Check box if the sale occurred in more than one location code. Check box if partial sale, indicate % sold. List percentage of ownership acquired next to each name.

1 Seller/Grantor: Name BKM Tukwila 117, LLC, a Delaware limited liability company. Mailing address 1701 Quail Street, Suite 100, Newport Beach, CA 92660. Phone (949) 566-8800.

2 Buyer/Grantee: Name SFAPHX LL, LLC, a Delaware limited liability company. Mailing address c/o Investcorp 280 Park Avenue, 38th Floor, New York, New York 10017. Phone (917) 332 5757.

3 Send all property tax correspondence to: Same as Buyer/Grantee. Name BKM Management Company, L.P. c/o BKM Capital Partners, L.P. Mailing address 1701 Quail Street, Newport Beach, California 92660.

4 Street address of property 800-820, 805-821, 830-846, 825-849, 900-916, 655-671, 930-948, 881-899, 950-964, 903-925, 970-998 (cont'd on attach'd). This property is located in Tukwila (for unincorporated locations please select your county).

5 59 - Tenant occupied, commercial properties. Enter any additional codes (see back of last page for instructions).

6 Is this property designated as forest land per RCW 84.33? Yes No. Is this property classified as current use (open space, farm and agricultural, or timber) land per RCW 84.34? Yes No. Is this property receiving special valuation as historical property per RCW 84.26? Yes No.

7 List all personal property (tangible and intangible) included in selling price. N/A. Bargain and Sale Deed. Type of document Bargain and Sale Deed. Date of document 09/01/2021. Gross selling price 116,324,290.00. Personal property (deduct) 0.00. Exemption claimed (deduct) 0.00. Taxable selling price 116,324,290.00. Excise tax, state 5,500.00. Less than \$500,000.01 at 1.1% 12,800.00. From \$500,000.01 to \$1,500,000 at 1.28% 41,250.00. From \$1,500,000.01 to \$3,000,000 at 2.75% 3,399,728.70. Above \$3,000,000 at 3% 0.00. Agricultural and timberland at 1.28% 0.00. Total excise tax: state 3,459,278.70. 0.0050 Local 581,621.45. Delinquent interest: state 0.00. Local 0.00. Delinquent penalty 0.00. Subtotal 4,040,900.15. State technology fee 5.00. Affidavit processing fee 0.00. Total due 4,040,905.15.

(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE) NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. (2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY) NEW OWNER(S): To continue special valuation as historic property, sign (3) below. (3) NEW OWNER(S) SIGNATURE. Signature, Print name.

8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT. Signature of grantor or agent: Brian Malliet, CEO of manager of grantor. Date & city of signing: 08/27/2021. Signature of grantee or agent: H. H. ... Date & city of signing: 08/27/2021.

Perjury in the second degree is a class C felony which is punishable by confinement in a state correctional institution for a maximum term of five years, or by a fine in an amount fixed by the court of not more than \$10,000, or by both such confinement and fine (RCW 9A.72.020 and RCW 9A.20.021(1)(c)). To ask about the availability of this publication in an alternate format for the visually impaired, please call 1-800-705-6705. Teletype (TTY) users may use the WA Relay Service by calling 711.

Attachment A to REETA-BKM Tukwila 117, LLC

4. Street addresses continued:

935-955, 1000-1016, 965-981, 1018-1034, 1001-1099, 1036-1052, 1100-1126, 1128-1137, 1138-1156, and 1158-1164 Industry Dr., and 631, 651, 659-677, 679-699, 601-625 and 633-649 Strander Blvd.

Complete legal description:

Parcel 1:

That portion of the Southwest Quarter of Section 25, Township 23 North, Range 4 East, Willamette Meridian, in King County, Washington, more particularly described as follows:

Beginning at the East Quarter corner of Section 26, Township 23 North, Range 4 East, Willamette Meridian, in King County, Washington;

Thence North 88°06'42" West along the East-West centerline of said Section 26 a distance of 105.84 feet; Thence South 01°47'28" West 90.66 feet;

Thence South 88°12'32" East 233.00 feet to the True Point of Beginning;

Thence from the True Point of Beginning South 88°12'32" East 291.50 feet to a point on the Southwesterly margin of James Christensen Road No. 1479;

Thence along said Southwesterly margin the following seven (7) courses: South 32°39'25" West 96.43 feet;

South 20°16'25" West 114.09 feet;

South 03°06'25" West 122.73 feet;

South 02°41'35" East 98.54 feet;

South 19°53'35" East 168.86 feet;

South 32°38'35" East 158.24 feet; and

South 44°38'35" East 25.37 feet;

Thence leaving said Southwesterly margin South 01°47'28" West 461.42 feet; Thence North 88°12'32" West 254.00 feet;

Thence North 01°47'28" East 18.00 feet to a point on the Northerly margin of Minkler Boulevard;

Thence along said margin North 88°12'32" West 103.00 feet to a point on the centerline of a private drive; Thence along said centerline North 01°47'28" East 430.00 feet to a point of curvature;

Thence tangent to the preceding course along the arc of a curve to the left, a distance of 77.78 feet, having a radius of 250.00 feet and a central angle of 17°49'33" to a point of reverse curvature;

Thence from a tangent which bears North 16°02'05" West along the arc of a curve to the right, a distance of 77.78 feet, having a radius of 250.00 feet and a central angle of 17°49'33", to a point of tangency; Thence tangent to the preceding curve North 01°47'28" East 577.17 feet to the True Point of Beginning.

Parcel 2:

That portion of the Southeast Quarter of Section 26 and the Southwest Quarter of Section 25, Township 23 North, Range 4 East, Willamette Meridian, in King County, Washington, more particularly described as follows:

Beginning at the East Quarter corner of said Section 26;

Thence North 88°06'42" West along the East-West centerline of said Section 26, a distance of 105.84 feet;

Thence South 01°47'28" West 90.66 feet to the True Point of Beginning;

Attachment A to REETA-BKM Tukwila 117, LLC (continued)

Thence from the True Point of Beginning South 88°12'32" East 233.00 feet to a point on the centerline of a private drive;

Thence along said centerline South 01°47'28" West 577.17 feet to a point of curvature;

Thence tangent to the preceding course along the arc of a curve to the left, a distance of 77.78 feet, having a radius of 250.00 feet and a central angle of 17°49'33" to a point of reverse curvature;

Thence from a tangent which bears South 16°02'05" East along the arc of a curve to the right, a distance of 77.78 feet, having a radius of 250.00 feet and a central angle of 17°49'33", to a point of tangency; Thence tangent to the preceding curve South 01°47'28" West 430.00 feet to a point on the Northerly margin of Minkler Boulevard;

Thence leaving said centerline along said margin North 88°12'32" West 257.00 feet;

Thence leaving said margin North 01°47'28" East 1,160.23 feet to the True Point of Beginning.

Parcel 3:

That portion of the Southeast Quarter of the Southeast Quarter of Section 26, and the Southwest Quarter of the Southwest Quarter of Section 25, all in Township 23 North, Range 4 East, Willamette Meridian, in King County, Washington, described as follows:

Beginning at the Quarter corner common to said Section 25, and 26;

Thence South 02°22'20" West 1319.75 feet to the centerline of P-17 drainage channel, which channel continues South 88°12'32" East to terminus at the Westerly margin of Christensen Road;

Thence North 88°12'32" West along the said P-17 drainage channel centerline 92.45 feet; Thence South 01°47'28" West 21.00 feet to the True Point of Beginning;

Thence continuing South 01°47'28" West 453.35 feet to a point of curve;

Thence along a curve to the right having a radius of 397.24 feet and a central angle of 25°10'37" an arc distance of 174.56 feet;

Thence South 26°58'05" West 50.00 feet to the North line of a tract of land conveyed by Puget Western, Inc., to Rex Allison and Genevieve Allison, his wife, an undivided 72.96% interest, and to Wells B. McCurdy and Jane McCurdy, his wife, an undivided 27.04% interest by deed recorded August 18, 1965, under auditor's file no. 5917083;

Thence along said North line South 88°12'32" East 769.01 feet; Thence North 01°47'28" East 667.59 feet;

Thence North 88°12'32" West 710.00 feet to the True Point of Beginning.

Parcel 4:

Tract 2, Andover Industrial Park No. 4, according to the plat thereof, recorded in Volume 79 of Plats, Page(s) 39 and 40, in King County, Washington;

Except that portion thereof conveyed to the City of Tukwila for roadway purposes by deed recorded under recording number 7503140436.

Parcel 5:

Easements contained in reciprocal non-exclusive easement agreement recorded June 25, 1976 as recording no. 7606250634, and as amended by amendment recorded December 30, 1976 as recording no. 7612300436, in King County, Washington.



## Exhibit 10

# Letter of Financial Commitment and Bank Statement of Account

Exhibit 10a  
Letter of Financial Commitment



*Unity*  
*Home Health Care*

February 28, 2022

Department of Health  
Certificate of Need Program  
PO Box 47852  
Olympia, WA 98504-7852

**RE: Financial Commitment Letter for Unity Home Health, LLC.**

Dear Mr. Hernandez:

Please accept this letter as evidence of Unity Home Health, LLC's financial commitment for its certificate of need application to establish a Medicare certified/Medicaid eligible home health agency in King County.

Unity Home Health, LLC's commits to fund the estimated capital expenditures and other costs of operations associated with the project. Unity Home Health, LLC has sufficient cash reserves and a line of credit to fully fund the intended project.

Sincerely,

Nacima Ali  
President and CEO  
Unity Home Health, LLC

Exhibit 10b  
Bank Statement of Account



651 STRANDER BLVD STE 115  
TUKWILA, WA 98188-2914

02/28/2022

**Deposit Account Balance  
Summary**

Requestor information:

UNITY HOME HEALTH, LLC

Summary of Deposit Account				
Account Number	Account Type	Open Date	Current Balance	Avg Balance (12 mos)
CN REDACTED	Chase Business Complete Checking	01/28/2022	\$150,494.25	\$0.00
Customer Information				
UNITY HOME HEALTH, LLC		Sole Owner		
NACIMA S ALI		Signer		

Deposit Account Balance Summary request completed by:

CHARLES WILMOT  
(425) 873-2664  
Seattle 4&5

**PLEASE NOTE THAT THE INFORMATION PROVIDED IN THIS LETTER WILL  
BE THE ONLY INFORMATION RELEASED BY JPMorgan Chase, N.A.**

This letter is written as a matter of business courtesy, without prejudice, and is intended for the confidential use of the addressee only. No consideration has been paid or received for the issuance of this letter. The sources and contents of this letter are not to be divulged and no responsibility is to attach to this bank or any of its officers, employees or agents by the issuance or contents of the letter which is provided in good

faith and in reliance upon the assurances of confidentiality provided to this bank. Information and expressions of opinion of any type contained herein are obtained from the records of this bank or other sources deemed reliable, without independent investigation, but such information and expressions are subject to change without notice and no representation or warranty as to the accuracy of such information or the reliability of the sources is made or implied or vouched in any way. This letter is not to be reproduced, used in any advertisement or in any way whatsoever except as represented to this bank. This bank does not undertake to notify of any changes in the information contained in this letter. Any reliance is at the sole risk of the addressee.

# Exhibit 11

## Quality Assurance Performance Improvement Policy (QAPI)



# QUALITY ASSURANCE PERFORMANCE IMPROVEMENT POLICY(QAPI)

## **PROGRAM FOR QUALITY ASSESSMENT AND PERFORMANCE IMPROVEMENT**

A QAPI Program is in place at Unity Home Health, LLC, which is overseen by a QAPI Committee. The QAPI program must be continuous, centered on quantifiable patient outcomes, and have a clear implementation model. The QAPI Committee must evaluate and modify or change the implementation plan at least once a year, or more frequently if necessary.

## **PURPOSE**

To ensure that improvements are sustained over time, Unity must document corrective action.

Unity must rectify any identified deficiencies that directly or indirectly jeopardize patient care and safety.

1. The QAPI program will guarantee that processes are in place to:
  - Identify issues
  - Put recommendations into action

QAPI papers must be maintained secure and made available upon request to Washington state regulatory employees.

## **QAPI PROGRAM MUST INCLUDE**

A mechanism for measuring important outcomes in order to provide the best possible treatment. The measurements are used by the QAPI Committee in the planning and coordination of services and activities. The metrics comprise an examination of a representative sample of services offered to patients contained in both active and closed records, as suitable for the breadth of services provided by Unity Home Health, LLC.



## **A REVIEW OF**

- Negative patient care outcomes
- Complaints and incidents of unprofessional conduct
- Infection control activities
- Medication administration and errors
- Effectiveness and safety of all services provided including
  - The competency of Unity clinical staff
  - The promptness of service delivery
  - The suitability of Unity responses to patient complaints and incidents of occurrence
- Assessment of patient complaint and satisfaction survey data
- Annual assessment of the total operation, including services offered under contract or arrangement

## **QAPI COMMITTEE MEMBERSHIP**

### **QAPI COMMITTEE MUST INCLUDE AT LEAST THE FOLLOWING MEMBERS**

- The Administrator
- Medical Director
- Director of Nursing and Clinical Services
- An individual who represents the extent of each service offered by Unity

### **MEETING FREQUENCY OF THE QAPI COMMITTEE**

According to Unity rules, the QAPI Committee must meet quarterly and report to the Governing Body through the PAC committee at least twice a year.

## **QAPI POLICY**

Patient outcomes, care processes, home health services, quality of care, patient safety, and non-clinical operations are all areas where Unity Home Health's QAPI program can be enhanced. This program is intended to provide an objective approach for monitoring and evaluating the quality and appropriateness of patient treatment in a systematic manner. It also displays Unity's dedication to providing high-quality health care on a consistent basis. Together with the Administrator, Home Health Director of clinical services, and Medical Director in place, we assure that home health continues to monitor and improve the quality of service we offer.

## **UNITY HOME HEALTH QAPI PROGRAM CONSISTS OF BUT NOT LIMITED TO**

- Programs for hiring, training, orientation, and continuous education for employees.
- Activities for evaluating program/staff performance.
- Case conferences
- Meetings with management.
- Clinical records are being reviewed on a regular basis
- Peer review initiatives for clinical personnel
- Records requested by utilization/record review are reviewed
- Services, conditions, or diagnoses with a high volume
- System evaluations aimed at assisting clinical operations
- Adherence to accepted professional standards and clinical practice guidelines
- Evaluations of programs based on patient outcomes, and cost-efficiency
- Management strategies that aid in the prevention and management of infections
- Performance evaluations
- Evaluation of patient/physician satisfaction
- Quality control activities number fourteen
- Evaluation of the program every year
- Performance activity re-prioritization
- A program of orientation and training