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CN21-48

Certificate of Need Application
Hospice Agency

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

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

Signature and Title of Responsible Officer 	Date January 25, 2021
Email Address sherie.stewart@envhh.com	Telephone Number 801-592-7827
Legal Name of Applicant Envision Hospice of Washington LLC	Provide a brief project description <input type="checkbox"/> New Agency <input checked="" type="checkbox"/> Expansion of Existing Agency <input type="checkbox"/> Other: _____
Address of Applicant 1345 W. 1600 N., STE 202 Orem, UT 84057	Estimated capital expenditure: \$ <u>7,000.00</u>
Identify the county proposed to be served for this project. Note: Each hospice application must be submitted for one county only. If an applicant intends to obtain a Certificate of Need to serve more than one county, then an application must be submitted for each county separately. <u>Pierce County, Washington</u>	

Overview

Envision Hospice of Washington LLC requests approval to expand its existing three-county Puget Sound area hospice to also provide Medicare-certified and Medicaid-approved hospice care to residents of Pierce County, Washington. Envision Hospice of Washington received Certificate of Need approval to establish its Thurston County hospice in September 2018; to expand its service area to Snohomish and King Counties in 2019 and to expand into Kitsap County in 2020.

The Washington Department of Health determined in October 2020 there is a need in 2021 for an additional hospice agency in Pierce County. The Department's Hospice Need Model forecasts this need when a county's hospice agencies collectively fall below the state average of hospice utilization considering the projected population of the county. Envision Hospice's application provides documentation that many terminally-ill residents of Pierce County could receive care with better accessibility and availability.

Envision Hospice of Washington is uniquely suited to expand its current hospice services to serve the residents of Pierce County. Its owners are a group of nursing and rehabilitation professionals – nursing, physical therapy, occupational therapy, social work – that established home health and hospice agencies in the Salt Lake City Utah region over fifteen years ago. Envision Home Health of Washington received Medicare certification for its King County home health agency in 2015 and added Pierce County in 2017. In only four years, the diverse and energetic staff of the new agency have grown that start-up to 17,767 visits annually in King and Pierce Counties in 2019 and successfully navigated the Covid-19 pandemic in 2020 providing 15,516 visits. With the 2018 CON approval of its Thurston County hospice. With the 2018 CON approval of its Thurston County hospice and 2020 hospice expansions to King and Snohomish Counties, this application to serve Pierce County will allow Envision to efficiently and effectively serve hospice patients across a contiguous geographic area of four Puget Sound area counties.

In light of the Department's current determination of Pierce County hospice need, this application emphasizes the manner in which Envision intends to meet it. Envision wishes to bring new ideas and energy to the existing network of care. Beyond its excellent provision of basic hospice services, Envision has adopted four additional goals that support great depth and breadth of services to terminally-ill residents of the county and also to special groups that Envision Hospice intends to serve with compassionate and relevant end-of-life care.

- Goal 1: Provide clinical focus and excellence in palliative care and, especially, in the care of patients with Alzheimer's disease and other dementias.
- Goal 2: Make hospice care as accessible as possible in the broadest array of settings.
- Goal 3: Respond with cultural competence to the needs of special groups among Pierce County residents.

Goal 4: Work to reduce suffering.

The program details, resources and financial support for these goals are described below in response to the application outline and in accompanying materials. These details describe the great breadth and depth of Envision's proposal and respond to many of the "tiebreakers" the Department's applies when selecting the superior alternative from among multiple applications.

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\(6\)](#).

The legal name of the applicant is Envision Hospice of Washington, LLC. Envision Hospice of Washington, LLC, is a wholly-owned subsidiary of Envision Home Health of Washington, LLC.

Envision Home Health of Washington, LLC
Washington headquarters
1818 S. Union Ave, Suite 1A
Tacoma, WA 98405

Applying the percentage definition above, the members that have a 10 percent or greater financial interest in the LLC are:

1. Rhett Andersen
2. Greg Atwood RN
3. Wyatt Cloward OT
4. Jason Crump PT
5. Chad Fullmer PT
6. Darin McSpadden PT
7. Sherie Stewart MSW
8. Derek White PT

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

The legal structure of the applicant is as an LLC. The UBI is 604174080. Please see Appendix B for the Envision organization chart.

As the December 2020 Letter of Intent states, Envision Home Health of Washington, LLC is the sole member of Envision Hospice of Washington, LLC. Envision Home Health of Washington, LLC owns 100% of Envision Hospice of Washington, LLC. The UBI for Envision Hospice of Washington,

LLC is 604174080

The list of the eight members of Envision Home Health of Washington, LLC is provided in response to Application Question I. Each member of Envision Home Health of Washington, LLC holds an equal percentage of its total shares.

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

Sherie Stewart, MSW
Chief Operating Officer
1345 W. 1600 N., Suite 202
Orem, UT 84057
801-592-7827
sherie.stewart@envhh.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).

Robert McGuirk
RMC Consulting
1606 NE 60th Ave.
Portland, OR 97213
503-287-4045
Rmconsulting1@qwestoffice.net

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

As the organization chart at Appendix B illustrates, Envision Hospice of Washington currently serves hospice patients in Thurston County and King County, Washington and is preparing to serve them in Snohomish and Kitsap Counties. It is affiliated through common ownership with Envision Home Health of Washington, LLC which operates home health agencies in King, Pierce, Snohomish and Thurston Counties, Washington. It also shares ownership with Envision Home Health, LLC (Utah) a home health and hospice agency serving five counties in the metropolitan area of Salt Lake City Utah and the greater region.

6. Identify all healthcare facilities and agencies owned, operated by, or managed by the applicant. This should include all facilities in Washington State as well as out- of-state facilities. The following identifying information should be included:

- Facility and Agency Name(s)
- Facility and Agency Location(s)
- Facility and Agency License Number(s)

- **Facility and Agency CMS Certification Number(s)**
- **Facility and Agency Accreditation Status**

Appendix V provides the identifying information requested in this question.

1) Envision Hospice of Washington, LLC

Envision Hospice of Washington received Certificates of Need to serve Thurston County in September 2018 and to serve Snohomish and King Counties in November 2019 and Kitsap County in October 2020.

Envision Home Health of Washington, LLC is the sole member of Envision Hospice of Washington, LLC. The mailing address of Envision Hospice of Washington's parent office in Washington State is:

Envision Hospice of Washington, LLC
402 Black Hills Lane SW
Suite 402-B
Olympia WA 98502

2) Envision Home Health of Washington LLC

Envision Home Health of Washington, LLC is a Medicare-certified and Medicaid-approved home health agency serving King and Pierce Counties. Combined visits for 2019 were approximately 20,000. Envision Home Health provides a broad range of skilled services that includes nursing, physical therapy, occupational therapy, speech therapy, medical social services, and certified nurses' aides. These services are provided in the client's place of residence for the treatment of an illness or injury.

Envision Home Health also operates licensed-only home health in Snohomish and Thurston Counties, Washington.

Envision Home Health of Washington, LLC
1818 S. Union Ave, Suite 1A
Tacoma, WA 98405

3) Envision Home Health & Hospice - Utah

Envision's Utah operations are organized as Envision Home Health LLC, dba Envision Home Health & Hospice, dba Envision Hospice and dba Preferred Medical Group.

a) Envision Home Health is a Medicare/Medicaid-certified home health agency serving a multi-county region in Utah. It provides a broad range of skilled services that includes nursing, physical therapy, occupational therapy, speech therapy, medical social services, and certified nurses' aides. These services are provided in the client's place of residence for the treatment of an illness or injury.

- b) Envision Hospice is a Medicare/Medicaid-certified hospice agency that serves the residents of five counties in the Salt Lake City region and surrounding area.

Envision Hospice of Utah provides in-home nursing; medical social services; physician services; counseling services, including spiritual counseling, dietary counseling, and bereavement counseling; hospice aide; volunteer; and homemaker services; physical therapy, occupational therapy, and speech-language pathology services; short-term inpatient care; medical supplies (including drugs and biologicals) and medical appliances.

Envision Parent Office
1345 W 1600 N
STE 202
Orem, UT 84057

Envision Home Health – Salt Lake Branch
990 West Atherton Drive, STE 100
Taylorsville, UT 84123

Envision Home Health – Northern Utah Branch
2351 Grant Ave, Unit 201,
Ogden, UT 84401

Envision Hospice – Parent Office
990 West Atherton Drive, STE 100
Taylorsville, UT 84123

Envision Hospice – Northern UT Branch
2351 Grant Ave, Unit 201,
Ogden, UT 84401

- c) Preferred Medical Group

Envision Home Health LLC operates a physician outreach clinic that provides regular medical care to Utah and Washington patients unable to make the trip to a doctor's office. Staffed by physicians and ARNP's, Preferred Medical Group services are offered in Salt Lake region and Puget Sound Region assisted living facilities and individual patient homes. Preferred Medical Group NPI number (National Provider Identifier Preferred Medical Group NPI Number: 1003282567) and is able to bill Medicare and other payers for its services as a "physician visit."

Project Description

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

The mailing address for the Envision Hospice of Washington, LLC parent office is:

Envision Hospice of Washington, LLC
402 Black Hills Lane SW
Suite 402-B
Olympia WA 98502

Clinical leadership and case conference space for the Pierce expansion will be located in a portion of the existing Tacoma offices of the Washington state headquarters of Envision Home Health of Washington LLC. The address is:

1818 South Union Avenue, Suite 1A, Tacoma 98405.

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

The Envision Hospice of Washington, LLC will expand its services into Pierce County. Envision intends to contract with local Pierce County hospitals and skilled nursing homes for hospital and respite services. Clinical leadership for the Pierce County service area expansion will be located in a portion of the Tacoma offices of the Washington state headquarters of Envision Home Health of Washington LLC. The address is:

1818 South Union Avenue, Suite 1A, Tacoma 98405.

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.

Not applicable, this is not a new agency.

4. Provide a detailed description of the proposed project.

Approval is sought to expand the service area of an existing three-county Certificate of Need-approved hospice to also serve the residents of Pierce County, Washington. The Department of Health has determined there is unmet need for an additional Medicare-certified hospice to serve residents of Pierce County. This project is proposed to address that unmet need.

The parent offices of Envision's Thurston County hospice, which received a

Certificate of Need in September 2018, are located in Olympia, Washington. With recent CON approvals to add Snohomish County, King County and Kitsap County to its hospice service area, Envision’s hospice services in those counties are now under development.

In addition to the provision of Medicare and Medicaid hospice services typically provided, Envision has established four goals for serving Pierce County residents with terminal illness:

- Goal 1: Respond with focused capabilities to specific clinical groups with special needs.
- Goal 2: Make hospice care as accessible as possible in the broadest array of settings.
- Goal 3: Respond with cultural competence to the needs of special groups among Pierce County residents.
- Goal 4: Work to reduce suffering.

The table below lists the scope of services comprising Medicare hospice and indicates which will be provided directly or will be contracted in Pierce County.

New Services	Medicare Hospice	Provided directly	Contracted
Nursing care	Required	x	
Medical social worker	Required	x	
Speech-language pathology services	Required		x
Physical and occupational therapies	Required		x
Dietary	Required		x
Pastoral care	Required	x	
Home care aide	Required	x	
Interdisciplinary team	Required	x	x
Case management	Required	x	
Medical Director	Required	x	
Medical appliances and supplies, including drugs and biologicals	Required		x
Inpatient hospital care for procedures necessary for pain control and acute and chronic system management	Required		x
Inpatient (nursing home) respite care to relieve	Required		x

home caregiver as necessary			
24-hour continuous care in the home at critical periods	Required	x	
Bereavement service for the family for 13 months	Required	x	
Available to nursing home residents??	Yes	x	

The hospice interdisciplinary group must include, but is not limited to, individuals who are qualified and competent to practice in the following professional roles:

- A doctor of medicine or osteopathy (who is an employee or under contract with the hospice).
- A registered nurse.
- A social worker.
- A pastoral or other counselor.
- Physical therapy services, occupational therapy services, and speech-language pathology services must be available, and when provided, offered in a manner consistent with accepted standards of practice.
- Volunteers must provide day-to-day administrative and/or direct patient care services in an amount that, at a minimum, equals 5 percent of the total patient care hours of all paid hospice employees and contract staff. The hospice must maintain records on the use of volunteers for patient care and administrative services, including the type of services and time worked.

A hospice must be primarily engaged in providing the following care and services and must do so in a manner that is consistent with accepted standards of practice:

- Nursing services.
- Medical social services.
- Physician services.
- Counseling services, including spiritual counseling, dietary counseling, and bereavement counseling
- Hospice aide, volunteer, and homemaker services.
- Physical therapy, occupational therapy, and speech-language pathology services.
- Short-term inpatient care.
- Medical supplies (including drugs and biologicals) and medical appliances.

Envision goals for additional depth and breadth of services

In addition to the standard scope of services required under the Medicare hospice benefit Conditions of Participation, Envision Hospice of Washington LLC will provide additional services and/or benefits to Pierce County residents facing life-ending illness.

Additional depth and breadth of hospice services reflect four Envision service goals beyond the core capabilities of a Medicare-certified hospice. For detail regarding each of the four goals and Envision's planned activities supporting each, please see Envision Hospice's "Pierce County Program Detail."

- Goal 1: Respond with focused capabilities to specific clinical groups with special needs, in particular:
 - a. Patients with Alzheimer's or other dementias and their caregivers
 - b. Support to "pre-hospice" patients with advanced care planning & palliative care
- Goal 2: Making hospice care as accessible as possible in the broadest array of settings including:
 - a. Telemedicine at home
 - b. Assisted living facilities
 - c. Adult family homes
 - d. Nursing homes
 - e. Homeless outreach
 - f. Mobile outreach clinics
- Goal 3: Respond to specific cultural and demographic groups with appropriate and relevant communications and care with programming emphasis on:
 - a. Veterans
 - b. Latinos and Spanish-speaking residents
- Goal 4: Reducing suffering through availability of:
 - a. Excellence in palliative care
 - b. "Your Hand in Mine"
 - c. Death with Dignity

For detail regarding each of the four goals and Envision’s planned activities supporting each, please see Envision Hospice’s “Pierce County Program Detail.”

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

The applicant (The legal name of the applicant is Envision Hospice of Washington, LLC. Envision Hospice of Washington, LLC, is a wholly-owned subsidiary of Envision Home Health of Washington, LLC and its members with a 10% interest or greater confirm that this agency will be available and accessible to the entire geography of Pierce County.

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

Event	Anticipated Month/Year
CN Approval	September 2021
Design Complete (if applicable)	September 2021
Construction Commenced (if applicable)	Not applicable
Construction Completed (if applicable)	Not applicable
Agency Prepared for Survey	December 2021
Agency Providing Medicare and Medicaid hospice services in the proposed county.	January 2022

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

<input checked="" type="checkbox"/> Skilled Nursing	<input checked="" type="checkbox"/> Durable Medical Equipment
<input checked="" type="checkbox"/> Home Health Aide	<input checked="" type="checkbox"/> IV Services
<input checked="" type="checkbox"/> Physical Therapy	<input checked="" type="checkbox"/> Nutritional Counseling
<input checked="" type="checkbox"/> Occupational Therapy	<input checked="" type="checkbox"/> Bereavement Counseling
<input checked="" type="checkbox"/> Speech Therapy	<input checked="" type="checkbox"/> Symptom and Pain Management
<input checked="" type="checkbox"/> Respiratory Therapy	<input checked="" type="checkbox"/> Pharmacy Services
<input checked="" type="checkbox"/> Medical Social Services	<input checked="" type="checkbox"/> Respite Care
<input checked="" type="checkbox"/> Palliative Care	<input checked="" type="checkbox"/> Spiritual Counseling
<input checked="" type="checkbox"/> Other (please describe)	
Services primarily for Alzheimer’s disease and other dementias Aroma therapy Music therapy Therapeutic touch Advanced feeding techniques	

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

Thurston County, Snohomish County King County and the newly approved Kitsap County make up Envision Hospice of Washington, LLC. This application proposes adding the Pierce County service area.

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

The services proposed in Question 7 are consistent with the existing services provided in the other planning areas.

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

Hospice services will be provided to patients requiring end-of-life care; Medicare hospice patients are those terminally ill patients with a life expectancy of 6 months or less.

Many of these patients will be end-stage cancer patients. The remainder of the patients will have terminal conditions related to a variety of diagnoses. Please see the table at Question 5 in the Need Section below for a percentage breakdown of estimated diagnostic mix for Pierce County. The majority of patients will be over age 75. However, Envision will adhere to its Patient Admission Criteria, including Procedure 5, which states that care will be provided to all patients who can benefit, regardless of age.

Patients receiving in-home care will include not only those still living in their own private homes but also those who are residents of nursing homes, adult family homes and assisted living facilities.

Hospice services will be provided to patients requiring end-of-life care; Medicare hospice patients are those terminally ill patients with a life expectancy of 6 months or less.

The proposed hospice will provide care to patients regardless of the source or availability of payment for care.

Care will be provided to all patients regardless of culture, language, or sensory disability. Where needed, interpretive services and assistive communication methods and technologies will be used.

As discussed above, the depth and breadth of hospice services reflect four Envision service goals beyond the core capabilities of a Medicare-certified hospice. A number of these goals emphasize special or tailored outreach and services to special populations in Pierce County: The underlined items below indicate those special populations that Envision's program detail addresses specifically:

- Goal 1: Respond with focused capabilities to specific clinical groups with special needs, in particular:
 - a. Patients with Alzheimer's or other dementias and their caregivers
 - b. Support to "pre-hospice" patients with advanced care planning & palliative care
- Goal 2: Making hospice care as accessible as possible to groups living in the broadest array of settings including:
 - a. Telemedicine at home
 - b. Residents of assisted living facilities
 - c. Residents of adult family homes
 - d. Residents of nursing homes
 - e. Homeless outreach
 - f. Mobile outreach clinics
- Goal 3: Respond to specific cultural and demographic groups with appropriate and relevant communications and care with programming emphasis on:
 - a. Veterans
 - b. Latinos and Spanish-speaking residents
- Goal 4: Reducing suffering through availability of:
 - a. Excellence in palliative care
 - b. "Your Hand in Mine" for persons dying alone
 - c. Death with Dignity for persons requesting it

For cultural and ethnic minorities, language is a key barrier to optimum hospice care but not the only one. Cultural norms and traditions surrounding illness, death, and dying are major factors in outreach and care. In setting goals for cultural competence, Envision Hospice of Washington determined that a focused effort on a cultural group with large numbers in Pierce County will be the most effective use of resources. It examined Pierce County demographics, census information and hospice utilization. Envision Hospice concluded that the large size, cultural differences, and increasing diversity of the Pierce County Latino population merits a program of special emphasis and resources in Envision hospice outreach and care.

Fortunately, the National Hospice and Palliative Care Organization has developed useful materials for guiding the development of such a program.

More detailed description of Envision’s approach is provided in Envision Hospice’s “Pierce County Program Detail.”

The table below shows the national average for 2018 published by the National Hospice and Palliative Care Organization.

Diagnosis	Percent
Cancer	30
Heart/Cardiac/Circulatory	18
Dementia	16
Lung/Respiratory	11
Stroke/Coma	9
Other	14
Chronic Kidney Disease	2
Total	100%

This forecast was based on the 2018 national average diagnostic mix published by the National Hospice and Palliative Care Organization. Envision based its forecast on this national average breakdown of patient diagnoses because it is premature to forecast a different mix until Envision becomes more familiar with the unmet needs in this specific service area.

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

Appendix A provides a copy of the letter of intent submitted for this project.

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.

Envision’s proposed Pierce County hospice will be licensed and accredited as an addition to Envision’s existing three-county hospice agency. Need the existing agency’s license number(s) and Medicare and Medicaid numbers.

IHS.FS. 604174080

Medicare #: 50-1544

Medicaid #: 2157808

13. Identify whether this agency will seek accreditation. If yes, identify the accrediting body.

The agency is accredited by the Accreditation Commission for Health Care (ACHC).

Certificate of Need Review Criteria

A. Need (WAC 246-310-210)

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

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

The Table below provides utilization information based on the years that the agency was operational within the designated county.

Thurston County	2018	2019	2020
Total number of admissions	N.A.	24	24
Average Length of Stay		32.95	46.01
Total patient days		791	1,104
Average Daily Census		2.2	3.0

Snohomish County	2018	2019	2020
Total number of admissions	N.A.	N.A.	N.A.
Average Length of Stay			
Total patient days			
Average Daily Census			

King County	2018	2019	2020
Total number of admissions	N.A.	N.A.	76
Average Length of Stay			46.01
Total patient days			3,497
Average Daily Census			9.6

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

	2021	2022	2023	2024
Total Hospice Agency				
Number of Admissions	276	507	648	815
Average Length of Stay	60	60	60	60
Patient Days	16,535	30,441	38,909	48,910
Average Daily Census	45.3	83.4	106.6	134

Number of Admissions: Review of existing utilization in opened hospice agencies including the impact of Covid-19 on the business plan included in the response to Question 4 in this section and Appendix N for Pierce County. A similar assessment was developed for each service area. A central premise is that the Program will continue to regulate capacity using the current methodology.

Average Length of Stay: While average length of stay is longer nationally and statewide, Envision for conservative financial feasibility reasons is maintaining average length of stay during the start-up and early expansion phases for each hospice service area at 60 days, which is currently 2.66 days length of stay shorter than the statewide average used by the Program.

Patient Days and Average Daily Census are both products of simple algebraic equations, e.g., Patient days divided by 365 days equals Average Daily Census.

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

The Department of Health’s 2020 calculation of forecasted Pierce County utilization is provided at Appendix F.

1. Step 5 of the method documents substantially more forecasted utilization than the “capacity” of the existing hospices. For 2022, for example, the forecasted Pierce County hospice need at Step 5 totals 4,131 admissions annually at Washington’s statewide average use rates.
2. This need of 4,131 admits contrasts with the Department’s November 2019 “current capacity” of 3,740 admits in Pierce County, also shown in Appendix F as part of the Department of Health’s Survey Results, Hospice Numeric Need Methodology - Released October 2020.
3. This leaves 391 persons with an unmet need according to the DOH October 2020 calculation of 2022 need. This translates into a 2022

projected 9.4% shortfall in hospice availability in Pierce county. ($391 \div 4,131 = 9.4\%$)

Of the three Pierce County hospices, none were recently established. Taken together, they are not achieving the average hospice penetration rate of the hospices across the state of Washington. Calculation of the Department of Health's Hospice Need Methodology indicates that the reach of their services to county residents has not kept pace with the population growth, aging, and end-of-life needs of area residents.

The number of Pierce County residents using hospice dropped each year from 2016-2018, while the number of deaths among them increased. However, in 2019 the number using hospice stabilized at the low 2018 level. In light of below-average hospice utilization in Washington, it is safe to say that the unmet average daily census of 60 projected for 2022 understates real need in Pierce County. Whereas the statewide average length of stay (ALOS) used in the Hospice Methodology calculations is 62.66 days, MedPac reports the national hospice ALOS is 88.6 days.

- As discussed above and documented in the Department of Health's own 2020 calculation of 2022 Pierce County hospice need, existing services are not sufficiently available. This question is therefore not applicable.
- Definitions of "capacity" and "hospice agency" at WAC 246-310-290, "Hospice services—Standards and need forecasting method" make clear that the capacity of existing hospice providers in Pierce County is not sufficient to address the unmet need calculated by the Department of Health.

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.

As documented in the Department of Health's own 2020 calculation of 2022 Pierce County hospice need, the proposed project is not an unnecessary duplication of services because it will respond to an unmet need of 67 average daily patients per day in 2022.

In recent applications, the Department expressed interested in how applicants will address barriers to care beyond simple availability of service. Barriers to hospice access in Pierce County are not significantly different from the barriers encountered nationally. These include:

- Terminally-ill patients hesitate to enroll in hospice because they are not ready to give up all curative care as Medicare currently requires. Many die before they are fully prepared to accept palliative care only.

- Many patients and/or their families and caregivers do not know about the hospice benefit or how to access it. Some believe it is only for persons dying of cancer. Some believe “hospice” is a place, not a service. Some are completely unaware of it.
- Many persons are referred to hospice by providers or others too late to get substantial benefit from longer-term hospice care that is available. Though this is changing gradually, the culture of medical care has been more oriented to curing disease and less toward palliation of symptoms and pain.
- Religious and cultural minorities have concerns about hospice care that make them reluctant to sign on.
- Providers differ in their understanding and interpretation of complex Medicare hospice rules. This can dampen referrals by those who see the regulations and paperwork as too burdensome.
- The American culture is only gradually accepting discussion of death and dying. For many, this conversation takes place too late to help.

Envision’s plans include a number of approaches to increasing access, that is, improving the hospice use rate and length of stay for Pierce County. These fall into three categories, or phases, of a patient and family’s relationship to the hospice care decision. The table below shows the objectives under each of Envisions Four Goals support the following:

- Increasing the number of persons deciding to use hospice (use rate)
- Encouraging earlier sign up for hospice among potential patients so that length of stay will be long enough to provide more benefit to those enrolled. (ALOS and median length of stay)
- Improving accessibility of care to patients while they are enrolled in hospice.

Envision’s Approach to Reducing Barriers to Hospice Access in Pierce County

Envision Access Goals & Program Initiatives	More patients using hospice	Persons enrolling in hospice earlier	Improved accessibility within hospice
Goal 1: Groups with specific clinical needs <ul style="list-style-type: none"> • Patients with Alzheimer’s or other dementias • “Pre-hospice” patients & Advanced Care Planning 	<p style="text-align: center;">√</p> <p style="text-align: center;">√</p>	<p style="text-align: center;">√</p> <p style="text-align: center;">√</p>	
Goal 2: Broadest array of settings <ul style="list-style-type: none"> • Telemedicine at home • Assisted living facilities • Adult family homes • Nursing homes • Homeless outreach • Mobile outreach clinics 	<p style="text-align: center;">√</p> <p style="text-align: center;">√</p> <p style="text-align: center;">√</p> <p style="text-align: center;">√</p> <p style="text-align: center;">√</p> <p style="text-align: center;">√</p>	<p style="text-align: center;">√</p> <p style="text-align: center;">√</p> <p style="text-align: center;">√</p> <p style="text-align: center;">√</p> <p style="text-align: center;">√</p>	<p style="text-align: center;">√</p> <p style="text-align: center;">√</p>
Goal 3: Cultural competency <ul style="list-style-type: none"> • “We Honor Veterans” • Latino outreach 	<p style="text-align: center;">√</p> <p style="text-align: center;">√</p>	<p style="text-align: center;">√</p> <p style="text-align: center;">√</p>	<p style="text-align: center;">√</p> <p style="text-align: center;">√</p>
Goal 4: Reducing suffering <ul style="list-style-type: none"> • Excellence in palliative care • “Your Hand in Mine” • Death with Dignity 			<p style="text-align: center;">√</p> <p style="text-align: center;">√</p> <p style="text-align: center;">√</p>

The table above lists each of those program initiatives as described in the Program Detail section of this application and indicates which phase of improved access it addresses. Specific to Envision’s methods for actively increasing hospice utilization, the following information provides highlights of those programs and their potential for reducing Pierce County barriers:

Under Goal 1: Addressing Advanced Care Planning needs of “pre-hospice” patients and early-stage dementia patients is part of Envision’s plan to address the needs of specific clinical groups.

In programs specific to “pre-hospice” patients and in support of Advanced Care Planning, Envision will help patients to articulate their end of life wishes through Advanced Care Planning (ACP). They will learn more about their choices and be asked to think directly and communicate about a very difficult topic. This does not change the culture but does give an individual more control if he or she wishes to exercise it. In many cases, persons who participate in Advanced Care Planning before onset of a terminal illness are better prepared and have a clearer idea about whether hospice may or may not be right for them.

One study showed that those who engaged in ACP were less likely to die in a

hospital, more likely to be enrolled in hospice at death, and less likely to receive hospice for 3 days or less before death.

Under Goal 2: Envision's plan to serve patients in as many settings as possible is not a passive matter of accepting patients when called or just being available. Rather, Envision Hospice staff will reach out directly to leadership and care providers in each setting such as retirement centers, assisted living, adult family homes and nursing homes, homeless shelters and harm reduction centers. Envision can help the staff at each type of facility understand the benefits, not only to patient, but to the facility and staff of having Envision's hospice professionals and volunteers become part of the care teams for terminally-ill residents.

In addition, where Envision's Preferred Medical Group provides primary care to patients in such a facility, the combination of those providers and Envision Hospice providers can help a hospice patient maintain his or her home in the facility without emergency room visits and hospital stays that might otherwise occur.

Under Goal 3: A number of the barriers mentioned above have to do with culture and trust. In its program planning, Envision has prioritized two very large groups in Pierce County for which cultural sensitivity and recognition of differences is necessary.

- Latino
- It is humbling for non-Spanish speakers to learn "in Castilian Spanish hospice or "hospicio" means an orphanage or mental institution. . . . In Spain they do not use the word "hospicio." They have palliative medicine centers that provide end-of-life care.
- It is not surprising that language, religious values and other aspects of Latino culture can work against acceptance of hospice care by a person facing terminal illness and in need of palliative care. By engaging with community leaders, recruiting Latino volunteers, hiring bi-cultural staff, Envision expects to tailor its outreach and care to the increasingly diverse Spanish-speaking residents of Pierce County. With appropriate staffing, communication and education - plus diplomacy - Envision will make a culturally appropriate case for hospice care to families who otherwise will not consider it. (For more program information, see Envision Program Detail: Cultural Relevance to Latino Community Members.)
- Veterans
- Studies and clinical experiences documented by palliative care providers have shown that many veterans have unspoken health needs at the end of life. These may include a history of substance abuse, history of post-traumatic stress disorder, depression, and chronic health problems associated with their service. Veterans may also have needs for forgiveness at the end of life for actions during war that were never discussed. By embracing the "We Honor Veterans" program, committing education and training resources, hiring veterans, recruiting veteran volunteers, Envision believes it will help veterans be comfortable choosing hospice

earlier and gain more of its benefits. For more program information, see the “Program Detail” section of Envision’s CON application.

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

Envision commits to serving the entire planning area.

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

The response to Question 4 provided a comprehensive approach to the strategy and actions that Envision will initiate to reduce disparity in availability and accessibility to under-served groups.

7. 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**

- The Admissions and Patient Referral policies are included in Appendix G.
- The Charity Care policy is included in Appendix H.
- The Non-discrimination policy is part of the Admissions policy.
- The Discharge policy is included in Appendix I.
- The Patient Rights and Responsibilities policy is included in Appendix M.

8. If there is not sufficient numeric need to support approval of this project, provide documentation supporting the project’s applicability under WAC 246-310-290(12). This section allows the department to approve a hospice agency in a planning area absent numeric need if it meets the following review criteria:

- **All applicable review criteria and standards with the exception of numeric need have been met;**
- **The applicant commits to serving Medicare and Medicaid patients; and**
- **A specific population is underserved; or**
- **The population of the county is low enough that the methodology has not projected need in five years, and the population of the county is not sufficient to meet an ADC of thirty-five.**

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

Not Applicable

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

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

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

Appendix J provides the requested pro forma – income statement, balance sheet, cash flow and assumptions for hospice services provided **solely in Pierce County**. Responses to questions 1 -3 and the outreach plan contained in Appendix N provides documentary support for the utilization assumptions for Pierce County hospice services provided by Envision.

Appendix K provides the pro forma – income statement, balance sheet and cash flow statement for **existing hospice and home health services** of Envision Home Health of Washington, LLC and its wholly owned subsidiary Envision Hospice of Washington, LLC.

Appendix L provides the **combined** pro forma income statement, balance sheet and cash flow statement of the existing hospice and home health services of Envision (Appendix K) with the proposed Pierce County hospice services (Appendix J).

The pro forma for the incremental addition of Envision hospice services in Pierce County are added to the Envision Home Health of Washington, LLC to provide the financial impact of the addition of Envision hospice services in Pierce County to the overall operation of Envision Home Health Services, of Washington, LLC. Responses to questions 1 -3 and the outreach plan contained in Appendix N provide documentary support for the utilization assumptions used in the application and in Appendix J and Appendix L assumptions during the Covid-19 time period.. Home health assumptions for established county-based operations of Envision Home Health of Washington, LLC are based on historical performance during the pre-Covid-19 and during the Covid-19 time period.

2. Provide the following agreements/contracts:

- **Management agreement.**
- **Operating agreement**
- **Medical director agreement**
- **Joint Venture agreement**

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

The Operating Agreement of Envision Home Health of Washington LLC and the Operating Agreement of its wholly-owned subsidiary, Envision Hospice of Washington, LLC are included in Appendix B. Each operating agreement has Management Articles. Each Operating Agreement is perpetual.

As previously noted, the Medical director is an employee and the Medical Director Job Description is included in Appendix C.

There is no joint venture agreement between Envision Home Health of Washington LLC and its wholly-owned subsidiary, Envision Hospice of Washington, LLC.

3. Provide documentation of site control. This could include either a deed to the site or a lease agreement for the site.

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

If this is a new hospice agency at a new site, documentation of site control includes one of the following:

- a. An executed purchase agreement or deed for the site.

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

Appendix E provides the Tacoma office lease and line drawings that conform the requirements of this section. In addition, Appendix E provides an executed Memorandum of Understanding that memorializes the cost sharing among hospices and home health agencies falling under Envision Home Health of Washington, LLC that flow through the financial pro forma presented in Appendix J and Appendix L.

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

Item	Cost
a. Land Purchase	\$ N.A.
b. Utilities to Lot Line	\$ N.A.
c. Land Improvements	\$ N.A.
d. Building Purchase	\$ N.A.
e. Residual Value of Replaced Facility	\$ N.A.
f. Building Construction	\$ N.A.
g. Fixed Equipment (not already included in the construction contract)	\$ N.A.
h. Movable Equipment	\$ N.A.
i. Architect and Engineering Fees	\$ N.A.
j. Consulting Fees	\$ N.A.
k. Site Preparation	\$ N.A.
l. Supervision and Inspection of Site	\$ N.A.
m. Any Costs Associated with Securing the Sources of Financing (include interim interest during construction)	\$ N.A.
1. Land	\$ N.A.
2. Building	\$ N.A.
3. Equipment	\$ 7,000
4. Other	\$ 0
n. Washington Sales Tax	Included above
Total Estimated Capital Expenditure	\$ 7,000

- 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.**

Envision Hospice of Washington, LLC is responsible for 100% of the capital costs.

- 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.**

There are no start-up costs as the addition of the Pierce service area will not require any additional management staff, office space or other expense as Envision Hospice of Washington, LLC is currently licensed and operating in the adjacent King and Thurston areas. In fact, Envision Hospice of Washington, LLC is currently serving some patients in Pierce County under the Governor's temporary waiver of certificate of need for hospice services without incurring additional cost or issue. Generally, these services are provided by Envision staff who reside in Pierce County.

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

Not applicable. There are no start-up costs.

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

First, the Hospice Need methodology calculates a need for an additional hospice in Pierce County, so the costs of hospice services are based on growth in the target population needing hospice services and receiving hospice services. The 2019 - 2020 hospice need methodology showed that hospice admissions as a percent of overall deaths, declined from 2016 through 2018. The 2020-2021 methodology shows that this percentage has stabilized at approximately the 2018 admissions percentage level but hospice use in Washington State is significantly lower than national average rates for hospice patients.

Various studies on the cost-effectiveness of hospice, both federally and privately sponsored, provide strong evidence that hospice is a cost-efficient approach to care for the terminally ill.

An early study for CMS concluded that during the first three years of the hospice benefit, Medicare saved \$1.26 for every \$1.00 spent on hospice care. The study found that much of these savings accrue over the last month of life, which is due in large part to the substitution of home care days for inpatient days during this period.

Additional research on hospice supports the premise that cost savings associated with hospice care are frequently unrealized because terminally ill Medicare patients often delay entering hospice care until they are within just a few weeks or days of dying, suggesting that more savings and more appropriate treatment could be achieved through earlier enrollment.

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

Envision Hospice of Washington is uniquely suited to expand its current hospice services to serve the residents of Pierce County. Envision Home Health of Washington received Medicare certification for its King County home health agency in 2015 and added Pierce County in 2017. In only four years, the diverse and energetic staff of the new agency have grown that start-up to 17,767 visits annually in King and Pierce Counties in 2019 and successfully navigated the Covid-19 pandemic in 2020 providing 15,516 visits. With the

2018 CON approval of its Thurston County hospice. The 2019 hospice CON approvals for King and Snohomish Counties allow coordination with home health services as well as economies of scale for hospice services in Pierce County. Co-locating with the home health agency will reduce lease costs for both hospice and home health services. This draft memorandum is included in Appendix E.

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.”

Envision hospice services in Thurston County began operating in late 2019 while hospice services in King and Snohomish counties became operational in 2020. Kitsap was not operational in 2020. It is still too early to evaluate differences in payer mix in each of the counties based on the initial year’s operating data, so the assumed payer mx in each certificate of need application by county is provided.

Thurston, King, Snohomish, Kitsap Counties Payer Mix

Payer Mix: Thurston	Percentage of Gross Revenue	Percentage by Patient
Medicare	85%	85%
Medicaid	10%	10%
Commercial	5%	5%
Total	100%	100%
Payer Mix: King	Percentage of Gross Revenue	Percentage by Patient
Medicare	85%	85%
Medicaid	10%	10%
Commercial	5%	5%
Total	100%	100%
Payer Mix: Snohomish	Percentage of Gross Revenue	Percentage by Patient
Medicare	85%	85%
Medicaid	10%	10%
Commercial	5%	5%
Total	100%	100%
Payer Mix: Kitsap	Percentage of Gross Revenue	Percentage by Patient
Medicare	85%	85%
Medicaid	10%	10%
Commercial	5%	5%
Total	100%	100%
Payer Mix: Total Agency	Percentage of Gross Revenue	Percentage by Patient

Medicare	85%	85%
Medicaid	10%	10%
Commercial	5%	5%
Total	100%	100%

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

Pierce County Hospice Service Expected Payer Mix

Payer Mix: Total	Percentage of Gross Revenue	Percentage by Patient
Medicare	85%	85%
Medicaid	10%	10%
Commercial	5%	5%
Total	100%	100%

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.

The capital expense estimate (sales tax included for the proposed hospice is:

Furnishings	\$3,000
Phones	\$1,000
Computer Equipment	\$2,250
Copier/other	\$750
Total	\$7,000

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

As previously noted, there are no start-up costs for the Pierce County project.

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

Not Applicable.

15. Provide the most recent audited financial statements for:

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

Appendix Q provides 3 years of financial information for Envision Home Health of Washington, LLC, dba Envision Home Health and Hospice. Audited financial statements are not available.

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.

FTEs by Category for Pierce County Hospice Services

STAFFING INPUT - BY FTE'S	2022	2023	2024
CLINICAL OPERATIONS			
Medical Director/Physician(s)	0.83	1.25	1.67
Bereavement	-	0.30	1.00
Spiritual Counselor	0.81	1.22	1.62
Volunteer coordinator	0.40	0.56	0.75
Manager of Patient Services	0.50	0.75	1.00
RN's	3.00	4.50	6.00
Medical Social Worker	1.00	1.29	1.71
HHA's	3.00	4.50	6.00
TOTAL	9.54	14.36	19.75
ADMINISTRATIVE			
Administrator/Director	0.75	1.25	1.75
Admin Asst./Medical Records	1.00	1.25	1.75
Facility Liaison/Community Outreach	2.00	2.50	3.00
QAPI Coordinator	0.50	1.00	1.00
TOTAL	4.25	6.00	7.50
TOTAL FTE'S	13.79	20.36	27.25

Please see Appendix J for additional information on staffing assumptions.

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.

Envision Hospice of Washington, LLC Historical, Current and Projected FTE Schedule

	2019	2020	2021	2022	2023	2024	Multiplier	
AVERAGE DAILY CENSUS	2.2	12.6	45.2	83.4	106.6	134.0		
CLINICAL OPERATIONS								
Medical Director/Physician(s)	0.06	0.35	1.26	2.32	2.96	3.72	36	Physician every 36 patients
Bereavement	0.00	0.00	0.50	0.75	1.00	1.25	40	By spiritual counselor until 40, then approx 1 per 100 ADC
Spiritual Counselor	0.12	0.75	1.22	2.25	2.88	3.62	37	1 per 37 ADC; does bereavement until ADC reaches 40
Volunteer Coordinator	0.00	0.00	0.50	1.04	1.33	1.68	80	Start at .4 when MSW gets to .75, then 1 per 80 ADC
Manager of Patient Services	0.00	0.00	0.75	1.50	2.00	2.75		Approx 1 per 50 ADC
RN's	1.00	3.00	4.52	8.34	10.66	13.40	10	1.0 per 10 ADC
Medical Social Worker	0.50	0.75	1.00	2.38	3.05	3.83	35	Does vol.coord until .75, then 1 per 35 ADC
HHA's	0.22	1.00	4.52	8.34	10.66	13.40	10	1.0 per 10 ADC
Subtotal	1.90	5.85	14.27	26.93	34.54	43.65		
ADMINISTRATIVE								
Administrator/Director	1.00	1.00	2.00	3.00	3.50	4.00		By geographic design
Admin Asst./Medical Records	1.00	1.00	1.50	2.00	2.50	3.00		By geographic design
Facility Liaison/Community Outreach	0.00	0.00	2.00	3.00	4.00	5.00		Approx 2 per 50 ADC
QAPI Coordinator	0.00	0.00	0.50	1.25	1.50	1.50		Approx 1 per 50 ADC
Subtotal	2.00	2.00	6.00	9.25	11.50	13.50		
TOTAL	3.90	7.85	20.27	36.18	46.04	57.15		

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

The assumptions and calculation process are as follows:

- Overall actual and projected agency volume of multiple hospice sites are included in the ADC volume projection in Appendix L.
- Most direct staffing is based on a staff to average daily census ratio, which is included in the assumptions for the Pierce Pro Forma in Appendix J.
- Administrative staffing is based on experience of the Envision corporate officers who have Utah and Washington based experience in the new start-ups in both states and in direct management of the Envision Washington

the Covid-19 pandemic.

- Direct staffing assumptions are further informed by a review of expected performance by Washington State hospice applicants and national standards.

Please see Appendix J for the assumptions on the Pierce County FTE table.

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

The Table below presents the staffing ratios utilized by Envision. These ratios correspond to national averages as published by the National Hospice and Palliative Care Organization. These ratios apply to Envision’s employed clinical staffing from the outset, with the exception that, in year one, 2022 Volunteer Coordinator services will be provided in a different way.

- Volunteer Coordinator will be performed by the MSW until the MSW reaches .75 FTE at 1:35.

More generally, members of the Envision administrative and patient care teams work flexibly with each other to meet patient care needs. Envision’s Patient Care Manager and the RN’s who fill administrative positions such as QAPI and Administrator are all qualified and prepared to provide direct patient care. Thus, the team is readily able to respond to patient needs when the growing agency experiences peaks in census.

Type of Staff	Staff / Patient Ratio
Skilled Nursing (RN & LPN)	1:10
Physical Therapist	Contracted per visit
Occupational Therapist	Contracted per visit
Medical Social Worker	Initially combined with Volunteer Coord. Then 1:35
Speech Therapist	Contracted per visit
Home Health / Hospice Aide	1:10
Other (list)	No other positions are based on ratio to patients
Total	

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

Rebecca J. March, DO, license number OP60726256 is the Medical Director.

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

The Medical Director is an employee. The job description is included in

Appendix C.

7. Identify key staff by name and professional license number, if known. (nurse manager, clinical director, etc.)

<u>Name & Title</u>	<u>WA License Number</u>
Wendy Maita, Area Director, RN	# RN60041114
Rebecca J. March, DO Medical Director, Allopathic & Osteopathic Physicians/Internal Medicine	OP60726256

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

The staff serving Pierce County will be selected upon approval of the project.

Name	Specialty	Number	State

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.

Envision currently provides hospice services in Pierce County under the Governor’s waiver program using staff who reside in Pierce County and adjoining counties. In addition, our successful staffing of Envision’s Thurston Hospice and King/Pierce County home health agency - Envision Hospice of Washington, LLC expects no problems with availability of qualified health manpower and management personnel.

Please see Appendix R for Envision’s more detailed responses to this concern, including:

- discussion on the process Envision has used in the past to recruit and retain necessary staff for its home health and hospice agencies

- discussion on the process Envision intends to use to recruit and retain necessary staff for this Pierce County project
- discussion on the process Envision intends to use to recruit and retain necessary staff for the Pierce and Kitsap County projects if both are approved.

Recognizing that volunteers are an integral part of hospice, Envision also provides Appendix S, its plan for volunteer recruitment for the Pierce County hospice. This plan has been very successful in recruiting a substantial number of volunteers for Envision's Thurston County hospice.

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

The office hours will be 8 a.m. to 5 p.m. Monday through Fridays.

At all other times, Envision will have paid staff on call and accessible by telephone via a phone call to a main number.

Envision Hospice patients who elect to participate in its tele-medicine option will have 24/7 access through their own dedicated electronic tele-medicine device.

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

Envision Hospice of Washington, LLC's methods for assessing customer satisfaction and quality improvement being put in place for its existing three-county hospice agency will be applicable to the Pierce County hospice as well:

- To assess customer satisfaction for the Pierce County hospice, Envision Hospice of Washington, LLC will extend its current Thurston County hospice contract with the CMS-approved vendor of customer satisfaction surveys which is CMS-certified and works collaboratively with the National Hospice and Palliative Care Organization to establish national norms. This approach allows a hospice to compare itself to others and identify and prioritize benchmark approaches for areas needing improvement.
- Starting with FY 2016-2017, CMS required all Medicare hospices to submit required data needed for a new nationwide program of hospice quality improvement. Envision Hospice of Washington, LLC will comply with all CMS requirements including training staff in the required submitting all required data.

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

Appendix U provides a list of vendors.

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

Please see Appendix U for a list of proposed vendors. This list is based heavily on vendor relationships already in place for Envision Home Health of Washington and Envision Hospice of Washington in King, Snohomish and Thurston Counties and is not expected to change as a result of this project.

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

Not Applicable.

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

Relationships with healthcare facilities are service area and this case county-specific for the most part, so relationships will be established with Pierce County facilities.

Inpatient contractors

For General Inpatient Care and for Respite Care, the proposed hospice will develop contracts with one or more local facilities.

General Inpatient Care

For Pierce County, Envision will initiate relationships on approval of its Pierce County CON and anticipates developing “general inpatient care” contracts with local hospitals that serve the area. In particular, Envision expects to develop GIP contracts with

- any Pierce County hospitals whose physicians and discharge planners refer patients to Envision Hospice and with
- the regional hospital systems that serve the Pierce County inpatient market, to include CHI-Franciscan/VM, MultiCare, Providence St. Joseph including Swedish and UW/Harborview.

Respite Care

Respite care is typically provided in skilled nursing facility or nursing home beds. In Pierce County, Envision does not yet have initiated contracts with Pierce County nursing facilities for respite care. On receipt of a Pierce County Certificate of Need, Envision will reach out to local nursing facilities to determine the best option for contracting for respite care for Pierce County hospice patients.

In-home care for nursing home residents

In addition to arranging for General Inpatient Care and Respite Care, Envision will also make arrangements with area nursing homes so that long term residents, for whom the facility is home, are able to receive routine in-home hospice services there.

Criteria for selection

In selecting inpatient providers with which to contract, Envision will apply the following criteria:

Of the potential hospital contracts available, Envision believes each provides high quality care. Envision plans to contract with each facility willing to do so. Criteria for contracting and referral of specific patients will include:

- a) availability of inpatient hospice beds appropriate to GIP admissions (i.e., least restrictive environment and/or availability of a home-like setting)
- b) availability of appropriate clinical resources and beds for Envision's patients
- c) relative geographic access of the facility for the patient's primary care team and/or potential visitors.
- d) availability of a palliative care in-patient team or a hospitalist team that includes individuals with palliative care expertise.
- e) compatibility with Envision's adopted policies honoring a patient's End of Life choices
- f) cost containment

Respite Care

- a) availability of inpatient hospice beds appropriate to "respite care"
- b) availability of clinical resources needed for Envision's patients
- c) relative geographic access for the patient's primary care team and/or potential visitors.
- d) compatibility with Envision's adopted policies honoring a patient's End of Life choices
- e) cost containment
- f) availability of a home-like setting
- g) nursing facilities already contracting with Envision for it to provide in-

home hospice visits to its long-term care residents

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

Not Applicable. These relationships would generally be new relationships.

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

See the response to Question 16 in this section.

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

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

There is no such history.

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](#)

It is in the very nature of the Medicare-certified hospice benefit to assure continuity and to avoid unwarranted fragmentation. The core purpose of the inter disciplinary hospice team is to develop the patient's plan of care and to manage the care on a daily basis to support the individual patient's needs. In particular, the per diem payment to the hospice for all services puts the control of the full range of care in the hands of that core team.

One key to effective continuity is to admit patients to hospice as early as appropriate during the course of illness. Waiting until the last week or two of life substantially reduces the ability of the team to plan ahead, to address bereavement issues early, to manage pain effectively, etc. Envision Hospice is committed to community education in support of earlier admission to hospice when needed. Its relationship to Envision's Preferred Medical Group, which can provide regular medical care to residents of assisted living facilities and adult family homes, will increase the potential of earlier identification of persons eligible for hospice.

As part of its Latino outreach program, Envision plans to develop working relationship with organizations such as Centro Latino of Pierce County, Sea Mar, Community Health Care Clinics (FQHC's) and others that frequently address the needs of minority communities.

Envision Hospice of Washington, LLC is committed to Pierce County residents' having desired control over their own health care choices. The majority vote by Washington residents for the "death with dignity" statewide ballot measure indicates this is an important value to the community. Envision Hospice of Washington, LLC intends to include in its network providers who will actively support patients pursuing their "death with dignity" options as available under Washington law (See Appendix O). As part of this effort, Envision Hospice will continue to reach out to End of Life for their advice and support in locating needed resources.

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.

A portion of the Envision response to Question 18 is restated here. Envision established a set of criteria to assure that it would have appropriate relationships with existing healthcare facilities. In regard to physicians and community agencies, a portion of the Envision response to Question 19 includes the Envision Preferred Medical Group. Envision intends to reach out to organizations like Centro Latino of Pierce County, Sea Mar, Community Health Care Clinics (FQHC's) and others that frequently address the needs of minority communities. As noted in the response to Question 19, Envision will work with community agencies involved to assure to support patients pursuing "death with dignity."

In selecting inpatient providers with which to contract, Envision will apply the following criteria:

Of the potential hospital contracts available, Envision believes each provides high quality care. Envision plans to contract with each facility willing to do so.

Criteria for contracting and referral of specific patients will include:

- a) availability of inpatient hospice beds appropriate to GIP admissions (i.e., least restrictive environment and/or availability of a home-like setting)
- b) availability of appropriate clinical resources and beds for Envision's patients
- c) relative geographic access of the facility for the patient's primary care team and/or potential visitors.
- d) availability of a palliative care in-patient team or a hospitalist team that includes individuals with palliative care expertise.
- e) compatibility with Envision's adopted policies honoring a patient's End of Life choices
- f) cost containment

Respite Care

- g) availability of inpatient hospice beds appropriate to "respite care"
- h) availability of clinical resources needed for Envision's patients
- i) relative geographic access for the patient's primary care team and/or potential visitors.
- j) compatibility with Envision's adopted policies honoring a patient's End of Life choices
- k) cost containment
- l) availability of a home-like setting
- m) nursing facilities already contracting with Envision for it to provide in-home hospice visits to its long-term care residents

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

Not Applicable.

22. If information provided in response to the question above shows a history of condition-level findings, provide clear, cogent and convincing evidence that the applicant can and will operate the proposed project in a manner that ensures safe and adequate care, and conforms to applicable federal and state requirements.

Not applicable. There is no such history.

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 certificate of need rules suggest criteria to be considered including:

Decision making criteria (*cost limits, availability, quality of care, legal restriction, etc.*):

- **Advantages and disadvantages, and whether the sum of either the advantages or the disadvantages outweigh each other by application of the decision-making criteria;**
- **Capital costs;**
- **Staffing impact**

The 2020-2021 State Method concluded that there is a need for one additional hospice in Pierce County by 2022 even with admissions and lengths of stay for hospice patients at levels substantially lower than the national average, so need for action to add capacity has been established. Generally, capital costs are not applicable to hospice patients because services are delivered in the patient's in the community and not in a facility and required office space is generally for the administrative staff and does not require special facilities. In terms of selecting how to add capacity; an important factor is staffing, particularly nurse staffing during this staff shortage period. Any strategy that improves staffing efficiency would be advantageous.

The alternatives Envision Hospice of Washington, LLC considered in developing this proposed project included:

- Postponing action
- Acquisition vs. start-up

- Implementing the Project through a new start-up
- Adding Pierce County to the existing hospice agency

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.

Postponing Action

Need:

Postponing action has already been determined to be an inferior alternative. There is need for one additional hospice in Pierce County based on the 2020-21 Hospice Need Methodology. The 2019-2020 methodology projected a 2021 Need for a 60-patient average daily census. The 2020-21 methodology projected a 2021 Need for a 40-patient average daily census. In short holding population constant, actual utilization of hospice services decreased due to postponement in adding services, resulting in a reduction of a 20-patient average daily census when projected to this year.

Financial Feasibility:

Postponing action when there is need and when the capital and operating costs of other alternatives is minimal is unwarranted. The lack of choice and availability has depressed utilization of services.

Structure and Process of Care:

Since there is need for a new agency and postponing action has been demonstrated to reduce utilization; postponing action cannot be justified particularly when several alternatives only require variable hospice staffing and Envision has demonstrated expertise in recruiting staff.

Cost Effectiveness:

Washington State is committed to the Triple Aim and even adding the fourth leg of the stool -- reducing disparity. Not providing additional resources results in hospice services in Washington State making no progress in Pierce County in terms of the Triple Aim of improving health, health care and managing costs.

Acquisition versus Start-Up of New Hospice Agency

Need:

There is need for one additional hospice in Pierce County based on the 2020-21 Hospice Need Methodology. Comparing 2021 Need using the 2019-20 and 2020-21 need methodologies shows that existing provider capacity in 2021 decreased by 42 patients.

Financial feasibility:

Since Envision found that no acquisition was available at this time, a financial feasibility analysis could not be undertaken. Even if an acquisition opportunity was available, the capital costs of acquisition would exceed the proposed alternative since there is no working capital required, and the capital expenditure for the project are only \$7,000. These costs would easily be offset by the fixed lease expense for an existing agency because no additional space is required for other Envision alternatives.

Structure and Process of Care:

Since Envision has approved and operating hospices throughout the Puget Sound area, there would be no advantages in terms of developing ancillary support agreements. The same relationships could be maintained for a separate Pierce County agency. Direct staffing would probably be neutral between either a new hospice agency or an extension of an existing hospice agency to a new county; particularly since the hospice service location for serving Pierce County under either models would remain unchanged – offices are maintained in Pierce County.

Cost Effectiveness:

This approach could increase overall Envision administrative costs when compared with just adding a county to the existing Envision Hospice of Washington, LLC agency. Envision has already determined that its most effective model is to operate one hospice agency in the Puget Sound area with individual county-based certificate of need approved counties.

Establishing a new Hospice Agency to Serve Pierce County**Need:**

There is need for one additional hospice in Pierce County based on the 2020-21 Hospice Need Methodology. This alternative would meet that need.

Financial feasibility:

This alternative is feasible. Working capital start-up costs would be required for this alternative of adding Pierce County to the existing Envision Hospice of Washington, LLC agency because certification approval time and efforts would delay the agency anticipated start up time by an estimated 3 months. Capital costs would remain the same at \$7,000 and other fixed expenses such as lease cost would remain unchanged. Administrative staff costs could be higher under this alternative either at the Envision Home Health of Washington or the Envision Hospice of Washington level for maintaining two separately licensed and certified hospice agencies operated by Envision in the Puget Sound area.

Structure and Process of Care:

Since Envision has approved and operating hospice services throughout the Puget

Sound area, there would be no advantages in terms of developing ancillary support agreements. Staffing efficiencies would be lower since Envision has another Pierce County alternative that would reduce administrative overhead of an independent agency. There would be little difference in direct care staffing since that is variable based on volume.

Cost Effectiveness:

This approach does not reduce overall Envision administrative costs when compared with adding a service area to an existing agency in Pierce County. This option would take longer to implement than adding a county to the existing Envision agency since certification time would be added to the development schedule. Either operating a new Envision hospice agency or providing hospice services to Pierce County residents with the existing Envision Hospice of Washington agency adds equal choice for residents at no loss in cost effectiveness given that the Program has determined a Need for an additional agency; Envision already has office space available in Pierce County and the central administrative staff is housed in Thurston County.

Adding Pierce County to Envision Hospice of Washington, LLC

Need:

There is need for one additional hospice in Pierce County based on the 2020-21 Hospice Need Methodology. This alternative would meet that need. More importantly, this alternative adds hospice service availability earlier than establishing an entirely new agency by reducing time required for certification.

Capital costs:

The capital expenditure costs of \$7,000 to add Pierce County to Envision Hospice of Washington, LLC are minimal, and there are no working capital requirements.

Structure and Process of Care

Adding Pierce County to the existing agency minimizes staffing costs since most costs are related to the volume of services provided. Since Envision has approved and operating hospices throughout the Puget Sound area, there would be no advantages in terms of developing ancillary support agreements since the same relationships could be maintained for a separate Pierce County agency or this option. Direct staffing would probably be neutral between either a new hospice agency or an extension of an existing hospice agency to a new county. This is particularly the case since the hospice service location for serving Pierce County under either model would remain unchanged – offices are maintained in Pierce County.

Cost Effectiveness:

Adding a service area to an existing agency in Pierce County will reduce overall Envision administrative costs when compared to operating a new Envision hospice agency. Adding a county to the existing Envision Hospice of Washington agency adds choice for residents and does so more expeditiously by reducing start up times necessary for certification; and at no loss in cost effectiveness given that the Program has determined a Need for an additional agency; Envision already has office space

available in Pierce County and the central administrative staff is housed in Thurston County.

Alternatives Summary

Considering the alternatives available in light of the criteria above, the advantages and disadvantages taken together make it clear that adding the Pierce County service area to the Envision Hospice of Washington, LLC agency is the best alternative.

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.**

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 Envision response to Question 10 in the **Project Description** section provides an overview of improvements and innovations in service delivery that foster cost containment, quality assurance and cost effectiveness.

Hospice Agency Superiority

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

Envision may respond to Hospice Agency Superiority Criteria after reviewing any competing applications.

Multiple Applications in One Year

In the event you are preparing more than one application for different planning areas under the same parent company – regardless of how the proposed agencies will be operated – the department will require additional financial information to assess conformance with WAC 246-310-220. The type of financial information required from the department will depend on how you propose to operate the proposed projects.

Related to this, answer the following questions:

- 1. Is the applicant (defined under WAC 246-310-010(6)) submitting any other hospice applications under either of this year's concurrent review cycles?**

This could include the same parent corporation or group of individuals submitting under separate LLCs under their common ownership.

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

Envision did not submit any project in Cycle 1 of the Hospice concurrent review and this is the only project being submitted in the second cycle.

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

Not Applicable.

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

- 4. In the event that the department can approve more than one county for the same applicant, further pro forma revenue and expense statements may be required.**
 - If your applications propose operating multiple counties under the same license, provide combined pro forma revenue and expense statements showing the first three full calendar years of operation assuming approval of all proposed counties.**
 - If your applications propose operating multiple counties under separate licenses, there is no need to provide further pro forma revenue and expense statements.**

List of Appendices: Envision Hospice of Washington, LLC - Pierce County

Appendix A	Letter of Intent
Appendix B	Envision organization chart of entities
Appendix C	Medical Director Job Description
Appendix D	Depreciation
Appendix E	<ul style="list-style-type: none"> • Tacoma Office Lease, addendum, line drawings • Memorandum of Understanding on Lease Expense Allocations
Appendix F	<ul style="list-style-type: none"> • DOH 2020-21 Hospice Need Method, November 2021 • DOH 2020-21 Hospice Need Extended through 2024
Appendix G	Admissions Policy
Appendix H	Charity Care Policy
Appendix I	Discharge Policy and Patient Referral Policy
Appendix J	<p>Pro Forma Financials, Pierce Hospice Only</p> <ul style="list-style-type: none"> • Assumptions & Methods Including Staffing Summary • Operating Statement • ProForma Cash Flow and Balance Sheet
Appendix K	Existing Pro Forma Financials of Envision Home Health and Hospice Agencies
Appendix L	<p>Pro Forma Financials, Envision Home Health of Washington, LLC, Existing Operations combined with Envision Hospice of Washington - Pierce County</p> <ul style="list-style-type: none"> • Operating Statement • Pro Forma Cash Flow and Balance Sheet
Appendix M	Patient Rights and Responsibilities
Appendix N	Envision Business Plan Goals and Strategies
Appendix O	Envision Policy on Death with Dignity
Appendix P	Commitment letter from Chief Financial Officer
Appendix Q	<p>Envision Home Health of Washington LLC Historical financials, 2018 - 2020</p> <ul style="list-style-type: none"> • Operating Statement • Pro Forma Cash Flow and Balance Sheet

Appendix R	Staff recruitment detail
Appendix S	Envision Hospice Volunteer Recruitment Plan
Appendix T	Envision Hospice Training Policies
Appendix U	List of proposed vendors
Appendix V	List of Envision Agencies
Appendix W	Accreditation standards for ACHC Palliative Care Distinction

ENVISION HOSPICE OF WASHINGTON LLC

REQUESTS APPROVAL TO EXPAND ITS EXISTING THREE-COUNTY
PUGET SOUND AREA HOSPICE TO ALSO PROVIDE MEDICARE-
CERTIFIED AND MEDICAID-APPROVED HOSPICE CARE TO
RESIDENTS OF PIERCE COUNTY, WASHINGTON.

**APPENDIX A
LETTER OF INTENT**



Envision Hospice of Washington, LLC
1345 W 1600 N, STE 202
Orem UT 84057

RECEIVED
By CERTIFICATE OF NEED PROGRAM at 1:09 pm, Dec 30, 2020

December 30, 2020

LOI20-12EHP
ex: JAN 29, 2021

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

Dear Mr. Hernandez,

This letter is written to notify the Department of Health that Envision Hospice of Washington, of which Envision Home Health of Washington, LLC is the sole member, intends to seek Certificate of Need approval to extend its Medicare-certified hospice agency to serve residents of Pierce County, Washington.

Upon receipt of a Certificate of Need, Envision Hospice of Washington, LLC will provide Medicare and Medicaid hospice services to terminally-ill residents of Pierce County, Washington.

Our current estimate of capital costs is \$7,000.

Thank you very much,

Sherie Stewart
Chief Operating Officer

ENVISION HOSPICE OF WASHINGTON LLC

REQUESTS APPROVAL TO EXPAND ITS EXISTING THREE-COUNTY
PUGET SOUND AREA HOSPICE TO ALSO PROVIDE MEDICARE-
CERTIFIED AND MEDICAID-APPROVED HOSPICE CARE TO
RESIDENTS OF PIERCE COUNTY, WASHINGTON.

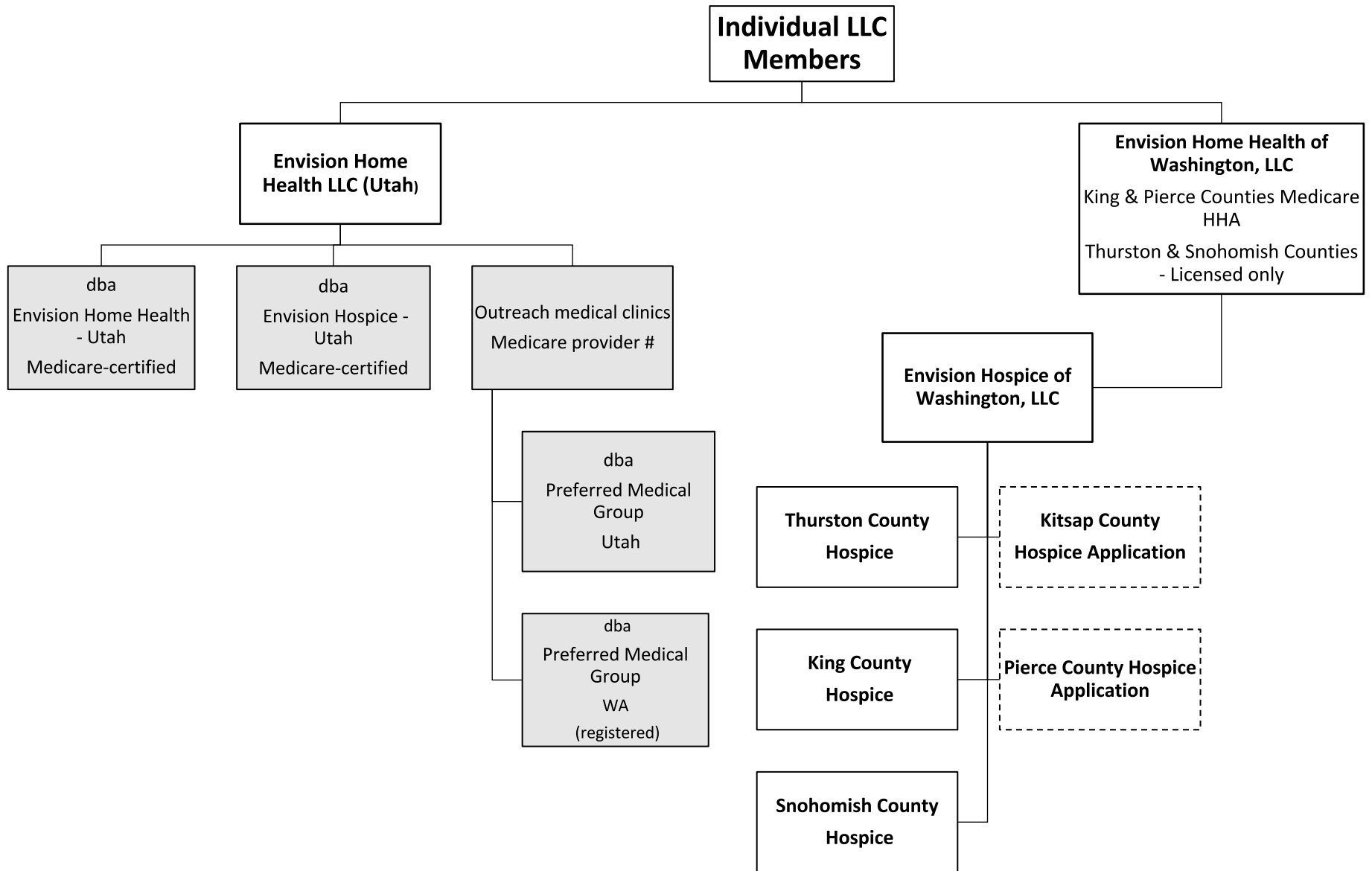
APPENDIX B

**ENVISION ORGANIZATION CHART OF
ENTITIES**

ENVISION HOSPICE WA STATE LICENSE

**ENVISION HOSPICE WA OPERATING
AGREEMENTS**

Envision Hospice of Washington, LLC, Chart of Related Organizations



Washington State Department of Health
This organization

Envision Hospice

is authorized by RCW 70.127 to have a

In Home Services Agency License

To Provide
Hospice



Operated by: **Envision Hospice of Washington, LLC**

Located at: **402 Black Hills Ln SW Ste 402B
Olympia, WA 98502-8145**

Number of Hospice FTEs **7.0**

Secretary

Status
ACTIVE

Credential Number
IHS.FS.60952486

Effective Date
06/07/2020

Expiration Date
06/06/2022

**OPERATING AGREEMENT
OF
ENVISION HOSPICE OF WASHINGTON, LLC**

THIS LIMITED LIABILITY COMPANY AGREEMENT is made and effective as of February 19, 2019, by and among the Members of Envision Hospice of Washington, LLC, a Washington limited liability company, in accordance with applicable law and the Certificate of Formation of the Company.

**ARTICLE 1
DEFINITIONS**

1.1 Definitions. In addition to the definitions of terms appearing in the Capital Accounting and Tax Addendum attached hereto and incorporated by this reference (the "Addendum"), the following terms used in this Limited Liability Company Agreement shall have the following meanings (unless otherwise expressly provided herein):

(a) "Additional Member" means any Person admitted to the Company with all the rights of a Member pursuant to Article 11 of this Limited Liability Company Agreement.

(b) "Company" means Envision Hospice of Washington, LLC.

(c) "Family" means spouse, parents, siblings and descendants, including adopted persons of any generation and descendants of adopted persons of any generation as well as blood relatives.

(d) "Entity" means any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, estate, cooperative association or other entity.

(e) "Financial Insolvency" of a Member means:

- (1) The making of an assignment for the benefit of creditors by such Member;
- (2) The filing of a voluntary petition in bankruptcy by such Member;
- (3) The adjudication of such Member as bankrupt or insolvent;
- (4) The filing by such Member of a petition or answer seeking for such Member any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation;
- (5) The filing of an answer or other pleading by such Member admitting or failing to contest the material allegations of a petition filed against such Member in any proceeding described in subsection (4) above;
- (6) The seeking, consent to, or acquiescence in by such Member of the appointment of a trustee, receiver, or liquidator of such Member or of all or any substantial part of such Member's properties; or
- (7) The failure of any proceeding against such Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under

any statute, law or regulation to be dismissed within 120 days after its commencement; or the failure of any appointment, made without such Member's consent or acquiescence, of a trustee, receiver or liquidator of such Member or of all or any substantial part of such Member's properties to be vacated or stayed within 90 days after such appointment, or the failure of any such appointment to be vacated within 90 days after the expiration of any such stay.

(f) "Fiscal Year" means the company's fiscal and taxable year.

(g) "Interest" shall mean a Member's equity interest in the Company under Washington law based on the percentage of Profits.

(h) "Intellectual Property" shall have the meaning given it in Article 9.

(i) "I.R.C." means the Internal Revenue Code of 1986, as amended, and all references to specific sections thereof shall include any amended or successor provisions thereto.

(j) "Legal Incompetency" of an individual Member means a declaration of such Member's incompetency, whether for insanity, age, disability or other reason. For this purpose, such declaration shall be made by a duly licensed physician chosen by other Members. If such Member disputes such declaration, he may choose a second physician, and said two physicians shall choose a third physician, and the decision of the majority of said physicians as to the competency of such Member shall be binding on all parties. Each party shall bear the cost of the physician chosen by it and the parties shall split the cost of the third physician.

(k) "Limited Liability Company Agreement" shall mean this Limited Liability Company Agreement as originally executed and as amended from time to time.

(l) "Liquidation" means the liquidation of the Company or the liquidation of a Member's interest in the Company, as the context may require, and has the meaning set forth in Regulations Section 1.704-1(b)(2)(ii)(g).

(m) "Majority in Interest" refers to Members whose percentage interests in Profits aggregate in excess of Fifty Percent (50%) of the total Profits interests held by all of the Members entitled to participate in a particular action or decision. If a greater or lesser percentage of Profits is required, it shall be so specified herein.

(n) "Manager" shall have the meaning set forth in Section 9.1 herein.

(o) "Member" means each of the parties who executes a counterpart of this Limited Liability Company Agreement as a Member and each of the parties who may hereafter become Additional or Substituted Members.

(p) "Net Cash Flow" of the Company shall be determined for each Company Fiscal Year and each month in such Fiscal Year in accordance with sound cash basis accounting principles, and means: (a) all cash receipts of the Company during such period, from whatever source, whether or not taxable (excluding only capital contributions by Members); plus (b) any cash that becomes available during such period by reason of a reduction in the cash reserves of the Company, referred to in (d) below; less (c) all cash expenditures and cash losses of the Company during such period, whether capital or current, tax deductible or nondeductible

(including debt service payments and excluding only distributions to Members); and less (d) reasonable additions during such period to Company cash reserves deemed necessary by the Manager for working capital, including, without limitation, the future operations and/or investments of the Company.

(q) "Person" shall mean any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such Person where the context so admits.

(r) "Profits" or "Losses" means, for each Fiscal Year or other period, an amount equal to the Company's taxable income or loss for such year or period, as the case may be, as determined under I.R.C. Section 703(a) (except that for this purpose all items of income, gain, loss or deduction required to be separately stated pursuant to I.R.C. Section 703(a)(1) shall be included in the computation of taxable income or loss, notwithstanding I.R.C. Section 703(a)(2)), with the following adjustments:

(1) Any income of the Company that is exempt from Federal income tax which is not otherwise taken into account in computing Profits or Losses shall be added to such taxable income or loss;

(2) Any expenditures of the Company described in I.R.C. Section 705(a)(2)(B), or treated as I.R.C. Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), which are not otherwise taken into account in computing Profits or Losses shall be subtracted from such taxable income or loss; and

(3) Any items of income, gain, loss or deduction which are specially allocated pursuant to Paragraphs C.1(d) and C.2 of the Addendum shall not be included in the computation of Profits or Losses.

(s) "Regulations" refers to the income tax regulations promulgated under the I.R.C., as amended from time to time (including corresponding revisions of successor regulations).

(t) "RCW" means the Revised Code of Washington, and all references to specific sections thereof shall include any amended or successor provisions thereto.

(u) "Substituted Member" means any Person admitted to the Company with all the rights of a Member pursuant to Article 11 of this Limited Liability Company Agreement.

(v) "Unit(s)" means a measurement device utilized to track a Member's equity interest in the Company. One Hundred Thousand (100,000) Units shall be equal to a One Percent (1.00%) interest in the Company, with Unit amounts less than One Hundred Thousand (100,000) representing fractional interests in the Company.

ARTICLE 2 FORMATION AND NAME; PRINCIPAL OFFICE; TERM

2.1 Formation and Name. The Members have formed a limited liability company under the name of Envision Hospice of Washington, LLC by the filing of a Certificate of Formation pursuant to the provisions of RCW Section 25.15.070. The Members desire to govern the affairs of the Company by entering into this Limited Liability Company Agreement.

2.2 Principal Office. The principal office of the Company in the State of Washington shall be located at 402 Black Hills SW, STE B, Olympia, WA 98502. The Manager may at any time change the designated office of the Company.

2.3 Registered Office and Registered Agent. The Company's registered office and the name of its initial registered agent at such address shall be as set forth in the Company's Certificate of Formation as originally filed with the Washington Secretary of State. The Company may change the registered office and/or the registered agent at such times and from time to time as the Manager may deem advisable.

2.4 Term of the Company. The term of the Company shall commence upon the filing of Certificate of Formation and shall continue for the term specified in the Certificate of Formation, unless earlier terminated as hereinafter provided.

2.5 Units. The Members desire to track their percentage interests in the Company through the allocation of Units (as defined above). Units shall be similar to shares of stock. The Company is authorized to issue Ten Million Units (10,000,000). Schedule Two shall show the Units that are issued and outstanding.

ARTICLE 3 PURPOSES AND POWERS OF THE COMPANY

The purposes of the Company shall include:

(a) The organization and operation of a licensed hospice agency and to do any and all things necessary, convenient, or incidental to that purpose.

(b) All other businesses and activities in which the Manager may from time to time decide to engage.

ARTICLE 4 TAX AND ACCOUNTING MATTERS

4.1 Characterization as a Partnership. It is the intent of the Members that the Company be classified as a partnership for Federal and state income tax purposes. Accordingly, this Limited Liability Company Agreement is written and shall be construed in a manner consistent with such intent and the Manager and Members shall take no action inconsistent with such intent.

4.2 Fiscal Year. The Fiscal Year of the Company shall end on the last day of December of each year.

4.3 Accounting Method. The Company books of account shall be maintained, and its income, gains, losses, deductions and credits shall be reported, for both financial and tax accounting purposes, on the cash basis method of accounting, applied consistently. The Manager may at any time change the financial and tax accounting method of the Company, subject to any applicable limitation of law or regulation.

4.4 Tax Information. As soon as reasonably practicable after the end of the Company Fiscal Year, the Manager shall cause each Member to be furnished with a Schedule K-1 for such year and any other schedule or statement required by Federal income tax law.

4.5 Tax Elections. The Manager in its discretion may make any and all tax elections available to the Company, including without limitation the election provided for in I.R.C. Section 754 and the classification election under Regulations Section 301.7701-3.

4.6 Tax Matters Partner. The Managers shall be the Tax Matters Partner ("TMP") of the Company as such term is defined in I.R.C. Section 6231(a)(7).

ARTICLE 5 CAPITAL CONTRIBUTIONS; LOANS

5.1 Initial Capital Contributions. The Members have made initial capital contributions to the Company of cash and interests in property in the amounts and at the Fair Market Values set forth opposite their names in Schedule One, attached hereto and made a part hereof by this reference. To the extent any membership interests are issued for services, such interests are intended to constitute "profits interests" and no Capital Account credit will be given for contributed services.

5.2 Additional Capital Needs. No Member shall be obligated to make any additional contributions to Company capital or loans to the Company without such Member's consent. Members may make additional capital contributions, however, to the Company upon the determination of the Manager and with the approval of a Majority in Interest of the Members. Further, in the event the Company has insufficient capital for its needs, it may raise additional capital by borrowing from Members or third parties upon such commercially reasonable terms and conditions as the parties shall agree; provided that if a Member is required to personally guarantee any debt incurred by the Company, all Members of the Company shall be required to personally guarantee such debt.

5.3 Return of Capital. No Member shall be entitled to the return of its capital contribution to the Company except as specifically provided in this Limited Liability Company Agreement.

5.4 Interest on Contributions. No interest shall accrue or be paid on the balance in the Capital Account of any Member except as provided in this Limited Liability Company Agreement.

ARTICLE 6 CAPITAL ACCOUNTS

A separate Capital Account shall be maintained for each Member. The Members' Capital Accounts as of the date of this Limited Liability Company Agreement are set forth on Schedule One, attached hereto and incorporated herein by this reference. In general, a Member's Capital Account shall be credited in the amount of such Member's contributions to capital and such Member's share of the Profits of the Company and shall be debited in the amount of any distributions of capital to such Member and such Member's share of the Losses of the Company, in accordance with I.R.C. Section 704(b) and the Regulations promulgated thereunder.

ARTICLE 7 ALLOCATION OF PROFITS AND LOSSES

7.1 Allocation of Profits. Subject to the special tax allocation rules set forth in the Addendum, Profits for any Fiscal Year shall be allocated to the Members for both financial and tax accounting and reporting purposes in accordance with their interest in Profits as set forth on Schedule Two, attached hereto and incorporated herein by this reference.

7.2 Allocation of Losses. Subject to the special tax allocation rules set forth in the Addendum, Losses for any Fiscal Year shall be allocated to the Members for both financial and tax accounting and reporting purposes in accordance with their interest in Profits as set forth on Schedule Two.

7.3 Allocations in the Event of Transfer or Liquidation. In the event of the transfer or Liquidation of a Member's entire interest in the Company, such Member's allocable share of Profits, Losses and any specially allocated items pursuant to the Addendum for the current taxable year of the Company through the date of transfer or Liquidation shall be calculated on the basis of an interim closing of the Company books as of such date, or on the basis of a daily proration through such date of Profits, Losses and any specially allocated items for the entire year, as the parties may agree.

7.4 Membership Interest for Services. If a Member receives a Membership Interest that exceeds the ratio of the Member's Capital Account to the aggregate Capital Account of all Members, such excess will be deemed to be an interest in the Company's Profits received in exchange for services rendered to the Company (a "Profits Interest"). A Member who holds a Profits Interest has all of the rights of a Member under this Agreement and the RCW, except that the Member is not entitled to share in any Distribution from the aggregate Capital Account of all Members determined as of the date the Member receives the Profits Interest.

ARTICLE 8 NET CASH FLOW AND DISTRIBUTIONS

8.1 Distribution of Net Cash Flow. Subject to RCW 25.15.235, the Manager shall distribute the Net Cash Flow of the Company to the Members at least quarterly or as otherwise determined by the Members. All such distributions shall be made in proportion to the Members' respective interests in Profits.

8.2 Distribution Upon Termination. Notwithstanding the foregoing, liquidating distributions in the event of Liquidation of the Company shall be made in accordance with the Members' respective final positive Capital Account balances, as set forth in Section 14.3, below.

8.3 Amounts Withheld. The Company is authorized to withhold from payments, distributions, or with respect to allocations, to the Members and to pay over to any federal, state, or local government any amounts required to be so withheld pursuant to the Code or any provisions of any other federal, state or local tax law. All amounts so withheld with respect to any payment, distribution or allocation to the Members shall be treated as amounts paid or distributed to the Members pursuant to this Article 8 for all purposes under this Limited Liability Company Agreement.

ARTICLE 9 MANAGEMENT

9.1 Management. As provided in the Certificate of Formation of the Company, the business and affairs of the Company shall be managed by the Person or Persons elected by the Members as Manager. By their signatures hereto, the Members hereby unanimously elect Sherie Stewart and Rhett Andersen to act as Managers of the Company (the "Manager"). The Manager shall direct, manage and control the business of the Company and shall have full and complete authority, power and discretion to make any and all decisions and to do any and all things which the Manager shall deem to be reasonably required in light of the Company's business and objectives, without the necessity of their specific enumeration herein. The remaining Members of the Company shall have no right or authority

to act for or on behalf of the Company and shall not interfere or participate in the management of the Company except as expressly provided herein.

9.2 Tenure and Succession. Upon the death, resignation or removal of the Manager, a Majority in Interest of the Members shall elect a successor Manager. If the Members fail to elect a successor, the Company nevertheless shall remain a manager-managed company. The Company may become a member-managed company only upon the unanimous written consent of the Members.

9.3 Manner of Acting; Officers. The Manager may adopt such rules and regulations for the conduct of meetings and the management of the Company not inconsistent with this Limited Liability Company Agreement or applicable law. If more than one Person is serving as Manager, the Persons serving together as Manager shall determine all matters by a simple majority vote. The Manager shall have the authority to appoint officers to assist the Manager in its day-to-day duties, such as one or more Vice Presidents or other “c-level” officers.

9.4 Powers of Manager. The Manager shall have all powers necessary to conduct the business of the Company without the need for specifically setting them forth. Unless authorized to do so by this Limited Liability Company Agreement or by the Manager, no Member, agent or employee of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable pecuniarily for any purpose.

9.5 Liability for Certain Acts. The Manager shall exercise its business judgment in managing the business, operations and affairs of the Company. Unless fraud, gross negligence or willful misconduct shall be proved by a court order, judgment, decree or decision which has become final, the Manager shall not be liable or obligated to the Company or the Members for any mistake of fact or judgment or for the doing or failure to do of any act in conducting the business, operations and affairs of the Company which causes or results in any loss or damage to the Company or its Members.

9.6 Time Devoted to Company; Conflicts. It is understood and agreed that the Manager is free to devote less than its full time to the business of the Company and may engage in any other business or activity, subject to Section 9.12. Neither the Company nor any Member shall have any right, by virtue of this Limited Liability Company Agreement, to share or participate in such other investments or activities of the Manager or in the income or proceeds derived therefrom.

9.7 Indemnification. The Company shall indemnify the Manager in the event it is made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that it is or was a Manager, against costs and expenses, including attorneys’ fees, judgments, fines and amounts paid in settlement, actually and reasonably incurred by such Manager in connection with the action, suit or proceeding if it acted in good faith and in a manner it reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that its conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that such Manager (a) did not act in good faith and in a manner which it reasonably believed to be in or not opposed to the best interests of the Company, and (b) with respect to any criminal action or proceeding, had reasonable cause to believe that its conduct was unlawful.

9.8 Resignation. A Manager may resign at any time by giving written notice to the Members of the Company. The resignation of the Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein,

the acceptance of such resignation shall not be necessary to make it effective. Replacement of a Manager who resigns under this Section 9.8 shall be governed by Section 9.2.

9.9 Removal. Notwithstanding any provision herein to the contrary, at a meeting called expressly for that purpose, a Manager may be removed at any time for any reason, with or without cause, by a Majority in Interest of the Members, and may be removed by reason of Legal Incompetency or willful misconduct or conviction of a felony as adjudicated by a court of competent jurisdiction. Replacement of a Manager removed under this Section 9.9 shall be governed by Section 9.2.

9.10 Maintenance of Company Records. The Manager shall maintain and preserve at the Company's principal office, during the term of the Company and for six (6) years thereafter, all accounts, books, and other documents and records, including those required to be maintained by RCW Section 25.15.135.

9.11 Salaries and Benefits. The salaries and other compensation, if any, of the Manager and other employees of the Company shall be fixed from time to time by the Manager and no Manager shall be prevented from receiving such salary and benefits by reason of the fact that he or she is or is not also a Member of the Company. The Company may also adopt and provide welfare and pension benefit plans and other fringe benefits for its Manager and employees, on such terms and conditions and in such types and amounts, as shall be agreed on by the Manager.

9.12 Intellectual Property; Covenant not to Compete; Confidentiality.

(a) "Invention" means any and all inventions, discoveries, technologies, know-how, products, devices, equipment, process, methods, strategies, plans, texts, ideas, techniques, concepts, knowledge, research, information, data, algorithms, flowcharts, computer programs, firmware, software, codes, sequences, hardware, systems, methods, applications, concepts or tactics, designs, drawings, graphics, sketches, schematics, electronics, circuit designs, tests, quality assurances, works of authorship, information and/or data (including, without limitation, all documents, notes, magnetic tape, disks, recordings, photographs and other media of any type or nature containing any of the foregoing) of Company. "Member Invention" means any Invention or part thereof (including, without limitation, all documents, notes, magnetic tape, disks, recordings, photographs and other media of any type or nature containing the same), conceived, developed, reduced to practice, or created by Member on behalf of Company, which is conceived, developed, reduced to practice, or created by Member while working directly for Company, or as a result of or related to Member's activities, efforts and input on behalf of Company, within the scope of his or her membership with Company; or the result of any work, services, or duties performed by Member for Company.

(b) "Intellectual Property" means any and all patents, trade secrets, know-how, copyrights, trademarks, service marks and other intellectual property and any and all rights, applications and registrations relating to them, of Member, or which is related in any way to any Member Invention.

(c) "Company Assets and Confidential Information" means any and all Inventions, Member Inventions, and/or Intellectual Property, customer names or lists, the names or any lists of any employees, Members, contractors or advisors, any strategies, plans, forecasts, systems, processes, procedures, techniques, methods, technologies, software, hardware, ideas, products, specifications, data, formulas, patterns, compilations, programs, devices, methods, contracts, records, manuals, policies, financial information and any other business information of Company, and any and all materials or information disclosed to Member by a third party which

is designated as confidential by such third party; provided, however, that the foregoing shall not be considered to be confidential if and to the extent that it is publicly known or nonproprietary generic knowledge.

(d) Assignment of Inventions. Each Member and Manager agrees to assign and convey, and hereby assigns and conveys, to Company who hereby accepts, any and all Member Inventions, Inventions and/or Intellectual Property generated while working for Company either in the past, present, or future. Member shall fully disclose to Company any and all Inventions, Member Inventions and Intellectual Property subject to assignment hereunder. Member shall render all reasonable assistance requested by Company to secure, protect and enforce its rights in such Inventions, Member Inventions and Intellectual Property. Such assistance shall include the execution of any assignment, application, oath, affidavit, declaration, petition or other instrument requested by Company.

(e) Covenant not to Compete. No Manager or Member shall engage anywhere within any County that the Company currently holds a valid license in any business that is similar to any of the business endeavors currently carried on by the Company or by any of the entities that are majority owned by the Company, and for a period of five (5) years following a Member's separation or withdrawal from the Company.

(f) Duty of Confidentiality. The Members and Manager further agree that, except in promoting the business of the Company, they shall not use in any manner directly or indirectly, any Confidential Information for their own personal benefit. The Members and Manager acknowledge and agree that all Confidential Information is the exclusive property of the Company, and the Members and Manager have no independent or individual claim to such Confidential Information for any purpose except as may be mandated by law. Each Member and each Manager shall take all reasonable steps to prevent any unauthorized disclosure or use of Confidential Information. Upon termination of the Member's or Manager's association with the Company, the Member or Manager will immediately deliver to the Company all Confidential Information in his or her possession, custody or control. As used herein, the term "engage" shall include owning, managing, operating, controlling or participating in the ownership, management, operation or control of, or being employed by, connected with or having any interest in, as a stockholder, director, officer, employee, agent, consultant, assistant, advisor, sole proprietor, partner, member or otherwise, any business which is engaged in a business that is similar to any of the business endeavors currently carried on by the Company or by any of the entities that are majority-owned by the Company. As used herein, the term "Confidential Information" means information (including but not limited to information created or developed in whole or in part, by any Member or Manager) that is not generally known about the Company or its business, and that specifically and solely relate to the Company's business, including without limitation, information about the Company's products, projects, pricing information, relationships with patient referral or insurance sources, training information and/or manual services, designs, computer programs, databases, know-how, processes, suppliers, patient list, business plans, marketing plans and methods, financing practices, strategies, finances, personnel, customer or patient contact information and information obtained from third parties under confidentiality agreements. The Members and Manager agree that during their association with the Company as a Member or Manager and thereafter, they will hold any and all Confidential Information in the strictest of confidence and will not divulge, disclose, furnish, transmit, transfer, convey, communicate or make accessible, any Confidential Information to any person or entity that is not entitled to possess or have access to such Confidential Information.

(g) Restrictions are Reasonable. The Members and Manager acknowledge and agree that the restrictions set forth above are necessary to preserve, promote and protect the business and good will of the Company and impose no greater restraint than is reasonably necessary to secure such protection. If any provisions set forth above are held unenforceable, the remaining provisions shall, nevertheless, remain enforceable, and the court making such determination shall modify, among other things, the scope, duration or geographic area as described, to preserve the enforceability hereof to the maximum extent then permitted by law. In the event of a breach or a threatened breach hereof by a Member/Manager of the Company who has executed this Limited Liability Company Agreement, the Company shall be entitled, without limitation upon its other remedies herein, to seek and obtain injunctive relief without the necessity of posting a bond, except as may otherwise be compelled by applicable law.

ARTICLE 10 RIGHTS AND OBLIGATIONS OF MEMBERS

10.1 Limitation of Liability. No Member shall be personally liable for any debts, obligations, liabilities or losses of the Company, regardless of the particular nature or source thereof, beyond such Member's capital interest in the Company. Notwithstanding the foregoing, unless otherwise excused by the RCW, in the event a Member has in fact received the return, in whole or in part, of such Member's capital contribution, he shall be liable for and agrees to repay to the Company up to the amount of such returned contribution.

10.2 Withdrawal by a Member. A Member may unilaterally withdraw from the Company, but shall have no right under this Limited Liability Company Agreement to require that such Member's interest in the Company be redeemed, in whole or in part. A Member who withdraws from the Company and whose interest is not redeemed shall have the status of a mere assignee under RCW Section 25.15.250 and shall not be entitled to exercise any of the rights of a Member in the Company, unless he or she is admitted thereafter in accordance with Article 11.

10.3 Priority and Return of Capital. No Member shall have priority over any other Member, either as to the return of capital contributions or as to distributions; provided that this Section shall not apply to loans (as distinguished from capital contributions) which a Member has made to the Company.

10.4 Meetings of Members. The Members shall hold at least annual meetings which may be attended in person or telephonically/electronically. Notice for the annual meeting shall be given at least 7 days prior to said meeting. Any Member may call a special meeting at any time with at least 72 hours notice to all the Members. Unless otherwise removed or restricted as defined in this document, all Members are eligible to participate in the Member meetings. A simple majority of the Members must be present to constitute a quorum of the Governing Body and any binding decision financially affecting the Company in excess of twenty-five thousand dollars (\$25,000) shall require the approval of a simple majority of all eligible Company Members.

10.5 Inspection of Company Records. Upon reasonable request, each Member shall have the right, during ordinary business hours, to inspect and copy Company documents at the Member's expense.

10.6 Expulsion of Member. Except as set forth herein, a Member may not be expelled from the Company. Members may be expelled for: (i) any act of fraud or dishonesty involving the Company; (ii) any conviction of a misdemeanor offense that primarily involves a Member's honesty in an amount that exceeds Ten Thousand Dollars; (iii) any conviction of felony offense; and (iv) a serious and chronic dependence on drugs or alcohol for a period exceeding one (1) year.

ARTICLE 11
ADMISSION OF NEW MEMBERS; MEMBERS' OBLIGATIONS

11.1 Additional and Substituted Members. No person shall be admitted to the Company as an Additional or Substituted Member without the express, written consent of the Manager and all of the Members or as provided in this Limited Liability Company Agreement. Such newly admitted Member shall execute and deliver all documents necessary to reflect such Member's admission to the Company and such Member's agreement to be bound by the terms and conditions of this Limited Liability Company Agreement. This Limited Liability Company Agreement shall be amended as necessary to conform to the changed conditions of the Company, and the Manager shall file an appropriate amendment to the Certificate of Formation of the Company if required by RCW Section 25.15.075 to do so.

11.2 Subsequent Member Obligations. All covenants, rights, and obligations of a Member under this Agreement shall apply to any trust, entity, or other organization that is controlled, majority-owned, or managed by such Member, and if a Member is an entity, trust, or other organization, then the owners, trustees, officers, directors, members, and beneficiaries of such organization are likewise bound as if they were Members under this Limited Liability Company Agreement.

ARTICLE 12
TRANSFER OF MEMBER'S INTEREST

12.1 Restrictions Upon Transfer by Member. Except as expressly permitted below, a Member may not sell, exchange, assign or otherwise transfer, nor mortgage, pledge or otherwise encumber all or any part of such Member's interest in the Company, whether voluntarily or involuntarily, by operation of law, order of any court, contract, gift, will, intestacy, Financial Insolvency, division of property in the context of a divorce or separation proceeding, or otherwise (a "Transfer"), without the consent of the Manager and all of the Members of the Company, absent which consent any such Transfer or attempted Transfer shall be void and of no effect.

(a) Estate Planning Exception; Transfers to other Members. Notwithstanding the foregoing provisions of Section 12.1, a lifetime or testamentary Transfer by any Member of all or any portion of such Member's interest in the Company to or for the exclusive benefit of such Member's Family, or trust or other Entity for the benefit of such Family, shall be permitted without such consent, and the transferee shall be admitted as a Member without the need for consent. In addition, Transfers between Members shall be freely permitted.

(b) Reorganization Exception. Notwithstanding the foregoing provisions of Section 12.1, a Transfer of such Member's interest incident to an incorporation, liquidation, distribution, termination, merger, consolidation or transfer of substantially all the assets of said Member, or other reorganization of said Member constituting a mere change in the form of doing business or of holding property, shall be permitted, provided said Member or the persons formerly in control of said Member own the transferred interest in the Company directly or own the controlling interest in the new or surviving Entity. By "control" is meant in excess of 50% of the voting interests. Nevertheless, the transferee of such interest shall not be admitted as a Member unless the Manager and Members consent in writing pursuant to Article 11 hereof.

(c) Limitation on Permitted Transfers. Notwithstanding the foregoing, no Transfer otherwise permitted hereunder may be made if, in the opinion of counsel for the Company, such Transfer, when added to the total of all other interests in the Company transferred within the

period of twelve (12) consecutive months prior to the proposed date of Transfer, would result in the termination of the Company as a partnership for tax purposes under I.R.C. Section 708.

12.2 Right of First Refusal. In the event a Member receives a bona fide written offer to purchase all or any portion of such Member's interest in the Company from an unrelated third party (*i.e.*, a person not described in Section 12.1(a) or (b) above) which such Member desires to accept, he may do so, provided that: (a) such Member first offers to sell such Member's interest, or portion thereof, to the Company and the other Members in the manner set forth below on the same terms and conditions as offered by the third party by delivering a copy of said third party offer to the Manager and the other Members (with a cash equivalent value being substituted for any noncash consideration contained in said third party offer); and (b) if the Company and the other Members decline to exercise their right of first refusal, the other Members consent to the purchase of such interest by said third party, such consent not to be unreasonably withheld.

The Manager shall then have sixty (60) days to accept said offer in full on behalf of the Company on the terms and conditions set forth in said offer. If the Manager declines to accept said offer, the Manager may assign the offer to those Members who desire to accept it, pro rata in proportion to such Members' interests in Profits or as such Members may otherwise agree among themselves, but such assignment shall not extend the sixty (60) day period for acceptance. Acceptance shall be in writing delivered to the transferring Member.

If the Manager and Members decline to accept said offer or otherwise waive their rights hereunder and give their consent to the purchase of the interest by said third party, the transferring Member shall be free to accept the offer of purchase from said third party, provided he does so within thirty (30) days after the earlier of the end of the sixty (60) day period or receipt of such waiver and provided he consummates the sale of such Member's interest, or portion thereof, without any material variation in the terms and conditions stated in said offer. If the thirty (30) day period for acceptance expires or if such Member desires to materially vary any of the terms and conditions of the offer, he must follow the procedure set forth above as if he were receiving a brand-new offer of purchase.

12.3 Effect of Transfer; Status of Transferee. The Transfer of any interest in the Company, voluntary or involuntary, permissible or impermissible, if effective at all, shall be effective only to transfer the transferring Member's economic rights in such interest and not to transfer such Member's voting, management and other rights of ownership with respect to such interest. Accordingly, any transferee of such interest shall have the status of a mere assignee under RCW Section 25.15.250 and shall not be entitled to become, nor to exercise any of the rights of, a Member in the Company unless and until such transferee is admitted as a Substituted Member in accordance with Article 11 above. In any event, the transferring Member shall cease to have any rights at all with respect to the transferred interest.

12.4 Transferring Member's Capital Account Balance. Subject to Section 7.3 above, that portion of the Capital Account balance of a Member who transfers all or any portion of such Member's interest in the Company, as permitted hereunder, which is attributable to such transferred interest, shall carry over to the transferee as set forth in Regulations Section 1.704-1(b)(2)(iv)(l).

12.5 Internal Revenue Service Reporting Requirements. In the event of a sale or exchange of an interest in the Company, the Members shall comply with the reporting requirements of I.R.C. Section 6050K.

12.6 Drag Along Rights. In the event that the Member(s) holding 55% or more of the interests wish to effect a sale of the Company to a third-party purchaser, such Member(s) (the

“Majority Members”) will have the right (“Drag-Along Right”) to require that each of the remaining Members of the Company (the “Minority Members” and individually a “Minority Member”) together with the Majority Members Transfer their Interests (for purposes of Article 12, such Members’ “Membership Rights”) to such third-party purchaser (whether by sale of Membership Rights, merger, consolidation or otherwise) or to cause the Company to sell all or substantially all of the assets of the Company (“Sale of the Company”). In order to exercise the Drag-Along Right, the Majority Members must deliver written notice to the Company and each of the Minority Members (the “Drag-Along Notice”) not less than fifteen (15) days prior to the Sale of the Company. The Drag-Along Notice shall state (i) that the Majority Members wish to effect a Sale of the Company, (ii) the identity of the third-party purchaser, and (iii) a description in reasonable detail of the terms and conditions, including the price, of the proposed Sale of the Company.

(a) Cooperation. Each Minority Member agrees to cooperate fully with the Majority Members in connection with any such Sale of the Company and to execute and deliver all documents (including purchase agreements) and instruments and take such actions as the Majority Members request to effect such Sale of the Company including, without limitation, making such representations, warranties and covenants and granting such indemnifications (including, without limitation, participating in any escrow arrangements to the extent of their respective Percentage Interest) agreed upon by the Majority Members; provided that, no Member shall be required to fund any indemnification obligations in excess of such Member’s share of the proceeds received from the Sale of the Company.

(b) Equality. The Majority Members agree that upon such Sale of the Company each Minority Member shall receive a portion of the net proceeds in proportion to its Percentage (taking into account any transaction costs and expenses incurred by the Company), and such sale shall be on the same terms and conditions as afforded to the Majority Members.

(c) Liability. None of the Majority Members shall have any liability to any of the Minority Members if such Sale of the Company does not occur for any reason whatsoever.

12.7 Tag-Along Rights. If, other than pursuant to Section 12.6, the Majority Members propose to Transfer all of their Membership Rights, then the Majority Members may Transfer their Membership Rights provided they comply with the provisions of this Section 12.7. The Majority Members shall first send a notice to the Minority Members (a “Tag-Along Notice”) offering each of the Minority Members the right (“Tag-Along Right”) to participate, upon the purchase by the proposed transferee, in the sale of the Membership Rights proposed to be sold by the Majority Members on the same terms and conditions, including for the same consideration per Membership Rights. Each Minority Member shall have the right, for a period of ten (10) days after the Tag-Along Notice is given, to exercise its Tag-Along Right by delivering a written notice to the Majority Members within such ten (10) day period, stating therein that it desires to Transfer all of its Membership Rights in the Tag-Along sale to the proposed transferee. Prior to the earlier of (i) the end of such ten (10) day period and (ii) the exercise by each Minority Member of its Tag-Along Right, the Majority Members shall not complete any Transfer of Membership Rights to the proposed transferee. Thereafter, for a period of ninety (90) days, the Majority Members may Transfer Membership Rights to the proposed transferee for the consideration stated and on terms no more favorable to the proposed transferee than those set forth in the Tag-Along Notice; provided that the proposed transferee shall simultaneously purchase the Membership Rights from all Minority Members who have exercised their Tag-Along Right. Any purchaser of Membership Rights pursuant to this Section 12.7 shall be subject to, and have the rights and benefits of, the terms and conditions of this Agreement.

(a) Cooperation. Each Minority Member that exercises its Tag-Along Right agrees to cooperate fully with the Majority Members in connection with any Tag-Along transaction and to execute and deliver all documents (including purchase agreements) and instruments and take such actions as the Majority Members request to effect such Tag-Along transaction including, without limitation, making such representations, warranties and covenants and granting such indemnifications (including, without limitation, participating in any escrow arrangements to the extent of their respective Percentage Interest) agreed upon by the Majority Members; provided that, no Member shall be required to fund any indemnification obligations in excess of such Member's share of the proceeds received from the Tag-Along transaction.

(b) Equality. The Majority Members agree that upon consummation of the Tag-Along transaction each Minority Member shall receive a portion of the net proceeds in proportion to its Interest (taking into account any transaction costs and expenses incurred by the Company), and such transaction shall be on the same terms and conditions as afforded to the Majority Members.

(c) Liability. None of the Majority Members shall have any liability to any of the Minority Members if the Tag-Along transaction does not occur for any reason whatsoever.

ARTICLE 13 BUY-OUT OF MEMBER'S INTEREST

13.1 Buy-Out Upon Certain Events. Upon receiving notice of the occurrence of a Buy-Out Event (defined below), the Company shall have one hundred twenty (120) days in which it may exercise an option to purchase the entire interest in the Company of the Member to whom or by whom the Buy-Out Event has occurred (the "Liquidating Member"). The Manager shall have sole discretion to determine whether or not to exercise such option.

A "Buy-Out Event" shall consist of any of the following events or circumstances:

(a) The death, Legal Incompetency or Financial Insolvency of a Member (unless the resulting Transfer of such Member's interest would constitute a permissible Transfer under Section 12.1 above);

(b) A Transfer or attempted Transfer by a Member of all or any portion of such Member's interest in the Company except as permitted in Article 12 above; or

(c) The breach by a Member of any material term or provision of this Limited Liability Company Agreement, which breach remains uncured after reasonable notice and opportunity to cure, or the expulsion of a Member as provided for in Section 10.6.

Exercise of said option by the Company shall be made by giving written notice thereof to the Liquidating Member or the personal representative, trustee or other successor-in-interest of the Liquidating Member, effective as of the date of notice of such election. Valuation of the interest in the Company of the Liquidating Member shall then take place pursuant to Section 13.2, below and payment for such interest shall take place pursuant to Section 13.3 below.

13.2 Valuation of Liquidating Member's Interest. The interest in the Company of a Liquidating Member shall be valued as follows:

(a) Discounted Value. In the event of an expulsion or un-cured breach of any material term or provision of this agreement, the Liquidating Member shall be entitled to Fifty Percent (50.00%) of the net-book value of the Liquidating Member's interest in the Company and nothing more. Such buy-out shall be paid over time as set forth in Section 13.3.

(b) Negotiation to Determine Valuation. The Manager and the Liquidating Member or the personal representative, trustee or other successor-in-interest of the Liquidating Member shall promptly commence negotiations to establish the fair market value of the Liquidating Member's interest in the Company. Value shall be determined as of the date of the election to buy out the interest of the Liquidating Member. Negotiations shall continue as long as required, provided that if an agreement is not reached within ninety (90) days after the date of the election to buy out the interest of the Liquidating Member or if negotiations break down prior to such time, either party may terminate the negotiations and require the valuation to be submitted to appraisal, as provided in the following subsection.

(c) Appraisal to Determine Valuation. Unless the parties agree on a simplified appraisal procedure, if the parties are unable to reach agreement through negotiations between themselves, the fair market value of the Liquidating Member's interest in the Company shall be determined by appraisal. Each of the parties shall promptly select an appraiser qualified by appropriate licensure or certification to conduct appraisals of interests in a limited liability company, taking into consideration the nature of the assets owned and business conducted by the Company, and such appraisers shall then select a third such appraiser. The value of the Liquidating Member's interest shall be the average of the two appraised values that are closest together. Each party shall bear the cost of the appraiser chosen by it and the parties shall split the cost of the third appraiser.

(d) Method of Valuation and Discounts. The value of the Liquidating Member's interest in the Company, whether determined by negotiation or appraisal, shall be arrived at by first determining the value of the Company as a whole by reference to such financial data and the use of such valuation methods as are appropriate and then allowing appropriate discounts with respect to the interest of the Liquidating Member to take into account, to the extent applicable, minority interest, non-marketability of interest and other factors which would affect the value of the Liquidating Member's interest.

13.3 Payment Schedule. Payment for the interest in the Company of a Liquidating or redeeming Member, including with respect to good will, as valued under Section 13.2 above, may be made by the Company over a period of up to five (5) years in equal monthly, quarterly or annual installments of principal, together with accrued interest from the effective date of the buy-out or redemption. The unpaid balance of the purchase price shall bear interest at a variable rate equal to the minimum rate necessary to avoid the imputation of interest under the Internal Revenue Code. The unpaid balance of the purchase price need not be secured. The Company shall have the right to prepay all or any portion of such obligation at any time without notice or penalty. In the event the Company terminates under Article 14, below, prior to the payment in full by the Company of the foregoing obligation, the entire remaining balance of principal and accrued interest shall be immediately due and payable by the Company, as set forth in Section 14.3 below.

ARTICLE 14
DISSOLUTION AND TERMINATION

14.1 Dissolution and Termination. The Company shall be dissolved upon the occurrence of any of the following events:

- (a) When the period fixed for the duration of the Company expires;
- (b) At such time as the Company fails to have at least one Member;
- (c) By written agreement signed by all of the Members;
- (d) Upon administrative dissolution under RCW § 25.15.285, subject to right of reinstatement under RCW § 25.15.290; or
- (e) Upon the entry of a decree of judicial dissolution under RCW § 25.15.275.

The death, Financial Insolvency, Legal Incompetency, withdrawal, retirement, resignation, expulsion or dissolution of any Member shall not dissolve the Company.

14.2 Certificate of Dissolution. Upon the occurrence of any of the events specified in Section 14.1(a) – (c), the Manager shall file a Certificate of Dissolution with the Washington Secretary of State pursuant to RCW § 25.15.273.

14.3 Winding Up the Company. Upon the filing of Articles of Dissolution, the Manager shall immediately commence to wind up the affairs of the Company and shall engage in an orderly disposition of its assets where such can be done at a fair value (except to the extent the Manager may determine to distribute any assets to the Members in kind). The items comprising the Profits or Losses of the Company, as the case may be, as well as any specially allocated items for the Fiscal Year in which the Company is terminated shall continue to be allocated to the Members or their representatives and be credited or charged to their respective Capital Accounts in accordance with Articles 6 and 7, above.

14.4 Distribution of Liquidation Proceeds. Pursuant to the winding up of the Company's affairs, the Company assets and the proceeds from the disposition of Company assets shall be applied in order of priority as follows:

- (a) First, to creditors of the Company other than Members (and other than any former Members receiving payments in buy-out of their interest in the Company under Section 13.3, above);
- (b) Second, to Members for any debts of the Company to such Members, including Members being bought out under Section 13.3 above, pro rata;
- (c) Third, to Members in the amount of the final balances in their respective Capital Accounts (after the allocation of all Profits, Losses and specially allocated items).

Each Member shall look solely to the assets of the Company for the return of such Member's investment in the Company, and if such assets or the proceeds from the liquidation of such assets are insufficient to return said investment, such Member shall have no recourse against any other Member.

Liquidating distributions to Members shall be made by the later of (i) the end of the Company taxable year in which Liquidation occurs, or (ii) ninety (90) days after Liquidation.

14.5 Return of Capital Contributions. No Member shall be entitled to the return of specific property contributed to the Company nor to any payments in liquidation of such Member's interest in the Company other than in cash.

14.6 Negative Capital Account Balance. A negative balance in any Member's Capital Account which exists upon termination of the Company (after the allocation of all Profits and Losses through termination) shall not constitute a debt or liability of such Member to the Company, to any creditor of the Company, to any other Member, or to any other person for any purpose whatsoever, and such Member shall have no obligation to make any additional capital contribution to the Company by reason of such negative balance.

ARTICLE 15 MISCELLANEOUS PROVISIONS

15.1 Amendments. This Limited Liability Company Agreement and the Certificate of Formation of the Company may be amended, or amended and restated, at any time as follows:

(a) Upon the unanimous vote of the Members;

(b) Upon the vote of the persons then serving as Manager and the vote of a Majority in Interest of the Members; or

(c) Upon the vote of the persons then serving as Manager to make technical amendments to the Limited Liability Company Agreement or Certificate of Formation which do not affect the economic interests of the Members as necessary in order to maintain the Limited Liability Company Agreement and Certificate of Formation in compliance with applicable tax and limited liability company law. Except as expressly provided in this subsection and elsewhere in this Limited Liability Company Agreement, no approval of the Members shall be required of any act of the Manager.

15.2 Notices. All notices, requests, consents and demands shall be given to or made upon the parties at their respective addresses set forth next to his, her or its signature below, or at such other address as a party may designate in writing delivered to the other party. Unless otherwise agreed in this Limited Liability Company Agreement, all notices, requests, consents and demands shall be given or made by personal delivery, by facsimile transmission ("fax"), or by certified first class mail, return receipt requested, postage prepaid, to the party addressed as aforesaid. If mailed, such notice shall be deemed to be given upon the earlier to occur of the date upon which it is actually received by the addressee or the third business day following the date upon which it is deposited in a first-class postage-prepaid envelope in the United States mail addressed as aforesaid. If given by fax, such notice shall be deemed to be given upon the date it is actually received by the addressee.

15.3 Governing Law. This Limited Liability Company Agreement is entered into under and shall be governed by the laws of the State of Washington.

15.4 Construction. Whenever the singular number is used in this Limited Liability Company Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa.

15.5 Headings. The headings in this Limited Liability Company Agreement are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Limited Liability Company Agreement or any provision hereof.

15.6 Binding Effect. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Limited Liability Company Agreement, their respective heirs, legal representatives, successors and assigns.

15.7 Counterparts. This Limited Liability Company Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

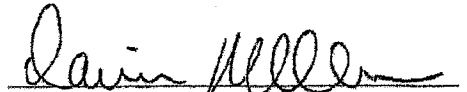
15.8 Enforcement. In the event of a breach or dispute arising under this Limited Liability Company Agreement, the nonbreaching party or the party prevailing in such dispute (or appeal) shall be entitled to recover from the breaching or non-prevailing party its costs, including, without limitation, court costs, reasonable attorneys' fees, expert witness fees, fax, copy, telephone and other incidental charges.

[no further text – signature page to follow]


IN WITNESS WHEREOF, this Limited Liability Company Agreement has been executed effective as of the date hereinabove first written by the following Members.


MEMBERS:

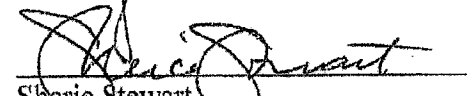

Derek White

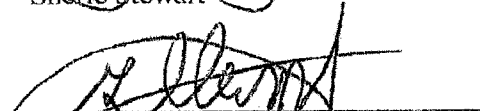

Darin McSpadden

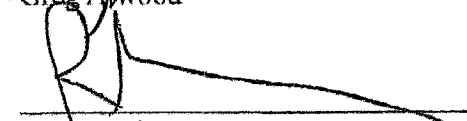

Jason Crump


Chad Fullmer


Wyatt Cloward


Sherie Stewart


Greg Alwood


Rheit Andersen

SCHEDULE ONE

Members' Capital Contributions

Member	Capital Account Balance
Derek White	\$11,111.11
Darin McSpadden	\$11,111.11
Jason Crump	\$11,111.11
Chad Fullmer	\$11,111.11
Wyatt Cloward	\$11,111.11
Sherie Stewart	\$11,111.11
Greg Atwood	\$11,111.11
Rhett Andersen	\$22,222.23

SCHEDULE TWO

Members' Interests in Profits/Losses Issued and Outstanding Units

Member	Percentage	Units
Derek White	11.111111%	1,111,111
Darin McSpadden	11.111111%	1,111,111
Jason Crump	11.111111%	1,111,111
Chad Fullmer	11.111111%	1,111,111
Wyatt Cloward	11.111111%	1,111,111
Sherie Stewart	11.111111%	1,111,111
Greg Atwood	11.111111%	1,111,111
Rhett Andersen	22.222223%	2,222,223

**LIMITED LIABILITY COMPANY AGREEMENT
OF
ENVISION HOME HEALTH OF WASHINGTON, LLC**

THIS LIMITED LIABILITY COMPANY AGREEMENT is made and entered into as of May 1, 2013, by and among the Members of Envision Home Health of Washington, LLC, a Washington limited liability company, in accordance with applicable law and the Certificate of Formation of the Company.

**ARTICLE 1
DEFINITIONS**

1.1 Definitions. In addition to the definitions of terms appearing in the Capital Accounting and Tax Addendum attached hereto and incorporated by this reference (the "Addendum"), the following terms used in this Limited Liability Company Agreement shall have the following meanings (unless otherwise expressly provided herein):

(a) "Additional Member" means any Person admitted to the Company with all the rights of a Member pursuant to Article 11 of this Limited Liability Company Agreement.

(b) "Company" means Envision Home Health of Washington, LLC.

(c) "Family" means spouse, parents, siblings and descendants, including adopted persons of any generation and descendants of adopted persons of any generation as well as blood relatives.

(d) "Entity" means any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, estate, cooperative association or other entity.

(e) "Financial Insolvency" of a Member means:

- (1) The making of an assignment for the benefit of creditors by such Member;
- (2) The filing of a voluntary petition in bankruptcy by such Member;
- (3) The adjudication of such Member as bankrupt or insolvent;
- (4) The filing by such Member of a petition or answer seeking for such Member any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation;

(5) The filing of an answer or other pleading by such Member admitting or failing to contest the material allegations of a petition filed against such Member in any proceeding described in subsection (4) above;

(6) The seeking, consent to, or acquiescence in by such Member of the appointment of a trustee, receiver, or liquidator of such Member or of all or any substantial part of such Member's properties; or

(7) The failure of any proceeding against such Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation to be dismissed within 120 days after its commencement; or the failure of any appointment, made without such Member's consent or acquiescence, of a trustee, receiver or liquidator of such Member or of all or any substantial part of such Member's properties to be vacated or stayed within 90 days after such appointment, or the failure of any such appointment to be vacated within 90 days after the expiration of any such stay.

(f) "Fiscal Year" means the company's fiscal and taxable year.

(g) "Interest" shall mean a Member's equity interest in the Company under Washington law based on the percentage of Profits.

(h) "Intellectual Property" shall have the meaning given it in Article 9.

(i) "I.R.C." means the Internal Revenue Code of 1986, as amended, and all references to specific sections thereof shall include any amended or successor provisions thereto.

(j) "Legal Incompetency" of an individual Member means a declaration of such Member's incompetency, whether for insanity, age, disability or other reason. For this purpose, such declaration shall be made by a duly licensed physician chosen by other Members. If such Member disputes such declaration, he may choose a second physician, and said two physicians shall choose a third physician, and the decision of the majority of said physicians as to the competency of such Member shall be binding on all parties. Each party shall bear the cost of the physician chosen by it and the parties shall split the cost of the third physician.

(k) "Limited Liability Company Agreement" shall mean this Limited Liability Company Agreement as originally executed and as amended from time to time.

(l) "Liquidation" means the liquidation of the Company or the liquidation of a Member's interest in the Company, as the context may require, and has the meaning set forth in Regulations Section 1.704-1(b)(2)(ii)(g).

(m) "Majority in Interest" refers to Members whose percentage interests in Profits aggregate in excess of Fifty Percent (50%) of the total Profits interests held by all of the

Members entitled to participate in a particular action or decision. If a greater or lesser percentage of Profits is required, it shall be so specified herein.

(n) “Manager” shall have the meaning set forth in Section 9.1 herein.

(o) “Member” means each of the parties who executes a counterpart of this Limited Liability Company Agreement as a Member and each of the parties who may hereafter become Additional or Substituted Members.

(p) “Net Cash Flow” of the Company shall be determined for each Company Fiscal Year and each month in such Fiscal Year in accordance with sound cash basis accounting principles, and means: (a) all cash receipts of the Company during such period, from whatever source, whether or not taxable (excluding only capital contributions by Members); plus (b) any cash that becomes available during such period by reason of a reduction in the cash reserves of the Company, referred to in (d) below; less (c) all cash expenditures and cash losses of the Company during such period, whether capital or current, tax deductible or nondeductible (including debt service payments and excluding only distributions to Members); and less (d) reasonable additions during such period to Company cash reserves deemed necessary by the Manager for working capital, including, without limitation, the future operations and/or investments of the Company.

(q) “Person” shall mean any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such Person where the context so admits.

(r) “Profits” or “Losses” means, for each Fiscal Year or other period, an amount equal to the Company’s taxable income or loss for such year or period, as the case may be, as determined under I.R.C. Section 703(a) (except that for this purpose all items of income, gain, loss or deduction required to be separately stated pursuant to I.R.C. Section 703(a)(1) shall be included in the computation of taxable income or loss, notwithstanding I.R.C. Section 703(a)(2)), with the following adjustments:

(1) Any income of the Company that is exempt from Federal income tax which is not otherwise taken into account in computing Profits or Losses shall be added to such taxable income or loss;

(2) Any expenditures of the Company described in I.R.C. Section 705(a)(2)(B), or treated as I.R.C. Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), which are not otherwise taken into account in computing Profits or Losses shall be subtracted from such taxable income or loss; and

(3) Any items of income, gain, loss or deduction which are specially allocated pursuant to Paragraphs C.1(d) and C.2 of the Addendum shall not be included in the computation of Profits or Losses.

(s) "Regulations" refers to the income tax regulations promulgated under the I.R.C., as amended from time to time (including corresponding revisions of successor regulations).

(t) "RCW" means the Revised Code of Washington, and all references to specific sections thereof shall include any amended or successor provisions thereto.

(u) "Substituted Member" means any Person admitted to the Company with all the rights of a Member pursuant to Article 11 of this Limited Liability Company Agreement.

(v) "Unit(s)" means a measurement device utilized to track a Member's equity interest in the Company. One Hundred Thousand (100,000) Units shall be equal to a One Percent (1.00%) interest in the Company, with Unit amounts less than One Hundred Thousand (100,000) representing fractional interests in the Company.

ARTICLE 2 FORMATION AND NAME; PRINCIPAL OFFICE; TERM

2.1 Formation and Name. The Members have formed a limited liability company under the name of Envision Home Health of Washington, LLC by the filing of a Certificate of Formation pursuant to the provisions of RCW Section 25.15.070. The Members desire to govern the affairs of the Company by entering into this Limited Liability Company Agreement.

2.2 Principal Office. The principal office of the Company, at which location the records required to be maintained by RCW Section 25.15.135 shall be kept, is 31 S 400 W, Orem, UT 84057. The Manager may at any time change the designated office of the Company.

2.3 Registered Office and Registered Agent. The Company's registered office and the name of its initial registered agent at such address shall be as set forth in the Company's Certificate of Formation as originally filed with the Washington Secretary of State. The Company may change the registered office and/or the registered agent at such times and from time to time as the Manager may deem advisable.

2.4 Term of the Company. The term of the Company shall commence upon the filing of Certificate of Formation and shall continue for the term specified in the Certificate of Formation, unless earlier terminated as hereinafter provided.

2.5 Units. The Members desire to track their percentage interests in the Company through the allocation of Units (as defined above). Units shall be similar to shares of stock. The Company is authorized to issue Ten Million Units (10,000,000). Schedule Two shall show the Units that are issued and outstanding.

**ARTICLE 3
PURPOSES AND POWERS OF THE COMPANY**

The purposes of the Company shall include:

- (a) The organization and operation of a licensed home health agency and to do any and all things necessary, convenient, or incidental to that purpose.
- (b) All other businesses and activities in which the Manager may from time to time decide to engage.

**ARTICLE 4
TAX AND ACCOUNTING MATTERS**

4.1 Characterization as a Partnership. It is the intent of the Members that the Company be classified as a partnership for Federal and state income tax purposes. Accordingly, this Limited Liability Company Agreement is written and shall be construed in a manner consistent with such intent and the Manager and Members shall take no action inconsistent with such intent.

4.2 Fiscal Year. The Fiscal Year of the Company shall end on the last day of December of each year.

4.3 Accounting Method. The Company books of account shall be maintained and its income, gains, losses, deductions and credits shall be reported, for both financial and tax accounting purposes, on the cash basis method of accounting, applied consistently. The Manager may at any time change the financial and tax accounting method of the Company, subject to any applicable limitation of law or regulation.

4.4 Tax Information. As soon as reasonably practicable after the end of the Company Fiscal Year, the Manager shall cause each Member to be furnished with a Schedule K-1 for such year and any other schedule or statement required by Federal income tax law.

4.5 Tax Elections. The Manager in its discretion may make any and all tax elections available to the Company, including without limitation the election provided for in I.R.C. Section 754 and the classification election under Regulations Section 301.7701-3.

4.6 Tax Matters Partner. Rhett Andersen shall be the Tax Matters Partner ("TMP") of the Company as such term is defined in I.R.C. Section 6231(a)(7).

**ARTICLE 5
CAPITAL CONTRIBUTIONS; LOANS**

5.1 Initial Capital Contributions. The Members have made initial capital contributions to the Company of cash and interests in property in the amounts and at the Fair Market Values set forth

opposite their names in Schedule One, attached hereto and made a part hereof by this reference. To the extent any membership interests are issued for services, such interests are intended to constitute "profits interests" and no Capital Account credit will be given for contributed services.

5.2 Additional Capital Needs. No Member shall be obligated to make any additional contributions to Company capital or loans to the Company without such Member's consent. Members may make additional capital contributions, however, to the Company upon the determination of the Manager and with the approval of a Majority in Interest of the Members. Further, in the event the Company has insufficient capital for its needs, it may raise additional capital by borrowing from Members or third parties upon such commercially reasonable terms and conditions as the parties shall agree; provided that if a Member is required to personally guarantee any debt incurred by the Company, all Members of the Company shall be required to personally guarantee such debt.

5.3 Return of Capital. No Member shall be entitled to the return of its capital contribution to the Company except as specifically provided in this Limited Liability Company Agreement.

5.4 Interest on Contributions. No interest shall accrue or be paid on the balance in the Capital Account of any Member except as provided in this Limited Liability Company Agreement.

Article 6 CAPITAL ACCOUNTS

A separate Capital Account shall be maintained for each Member. The Members' Capital Accounts as of the date of this Limited Liability Company Agreement are set forth on Schedule One, attached hereto and incorporated herein by this reference. In general, a Member's Capital Account shall be credited in the amount of such Member's contributions to capital and such Member's share of the Profits of the Company and shall be debited in the amount of any distributions of capital to such Member and such Member's share of the Losses of the Company, in accordance with I.R.C. Section 704(b) and the Regulations promulgated thereunder, as more particularly set forth in the Addendum.

Article 7 ALLOCATION OF PROFITS AND LOSSES

7.1 Allocation of Profits. Subject to the special tax allocation rules set forth in the Addendum, Profits for any Fiscal Year shall be allocated to the Members for both financial and tax accounting and reporting purposes in accordance with their interest in Profits as set forth on Schedule Two, attached hereto and incorporated herein by this reference.

7.2 Allocation of Losses. Subject to the special tax allocation rules set forth in the Addendum, Losses for any Fiscal Year shall be allocated to the Members for both financial and tax accounting and reporting purposes in accordance with their interest in Profits as set forth on Schedule Two.

7.3 Allocations in the Event of Transfer or Liquidation. In the event of the transfer or Liquidation of a Member's entire interest in the Company, such Member's allocable share of Profits, Losses and any specially allocated items pursuant to the Addendum for the current taxable year of the Company through the date of transfer or Liquidation shall be calculated on the basis of an interim closing of the Company books as of such date, or on the basis of a daily proration through such date of Profits, Losses and any specially allocated items for the entire year, as the parties may agree.

7.4 Membership Interest for Services. If a Member receives a Membership Interest that exceeds the ratio of the Member's Capital Account to the aggregate Capital Account of all Members, such excess will be deemed to be an interest in the Company's Profits received in exchange for services rendered to the Company (a "Profits Interest"). A Member who holds a Profits Interest has all of the rights of a Member under this Agreement and the RCW, except that the Member is not entitled to share in any Distribution from the aggregate Capital Account of all Members determined as of the date the Member receives the Profits Interest.

Article 8 NET CASH FLOW AND DISTRIBUTIONS

8.1 Distribution of Net Cash Flow. Subject to RCW 25.15.235, the Manager shall distribute the Net Cash Flow of the Company to the Members at least quarterly or as otherwise determined by the Members. All such distributions shall be made in proportion to the Members' respective interests in Profits.

8.2 Distribution Upon Termination. Notwithstanding the foregoing, liquidating distributions in the event of Liquidation of the Company shall be made in accordance with the Members' respective final positive Capital Account balances, as set forth in Section 14.3, below.

8.3 Amounts Withheld. The Company is authorized to withhold from payments, distributions, or with respect to allocations, to the Members and to pay over to any federal, state, or local government any amounts required to be so withheld pursuant to the Code or any provisions of any other federal, state or local tax law. All amounts so withheld with respect to any payment, distribution or allocation to the Members shall be treated as amounts paid or distributed to the Members pursuant to this Article 8 for all purposes under this Limited Liability Company Agreement.

Article 9 MANAGEMENT

9.1 Management. As provided in the Certificate of Formation of the Company, the business and affairs of the Company shall be managed by the Person or Persons elected by the Members as Manager. By their signatures hereto, the Members hereby unanimously elect Sherie Stewart and Rhett Andersen to act as Managers of the Company (the "Manager"). The Manager shall direct, manage and control the business of the Company and shall have full and complete authority, power and discretion to make any and all decisions and to do any and all things which the Manager shall deem to be

reasonably required in light of the Company's business and objectives, without the necessity of their specific enumeration herein. The remaining Members of the Company shall have no right or authority to act for or on behalf of the Company and shall not interfere or participate in the management of the Company except as expressly provided herein.

9.2 Tenure and Succession. Upon the death, resignation or removal of the Manger, a Majority in Interest of the Members shall elect a successor Manager. If the Members fail to elect a successor, the Company nevertheless shall remain a manager-managed company. The Company may become a member-managed company only upon the unanimous written consent of the Members.

9.3 Manner of Acting; Officers. The Manager may adopt such rules and regulations for the conduct of meetings and the management of the Company not inconsistent with this Limited Liability Company Agreement or applicable law. If more than one Person is serving as Manager, the Persons serving together as Manager shall determine all matters by a simple majority vote. The Manager shall have the authority to appoint officers to assist the Manager in its day-to-day duties, such as one or more Vice Presidents or other "c-level" officers.

9.4 Powers of Manager. The Manager shall have all powers necessary to conduct the business of the Company without the need for specifically setting them forth. Unless authorized to do so by this Limited Liability Company Agreement or by the Manager, no Member, agent or employee of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable pecuniarily for any purpose.

9.5 Liability for Certain Acts. The Manager shall exercise its business judgment in managing the business, operations and affairs of the Company. Unless fraud, gross negligence or willful misconduct shall be proved by a court order, judgment, decree or decision which has become final, the Manager shall not be liable or obligated to the Company or the Members for any mistake of fact or judgment or for the doing or failure to do of any act in conducting the business, operations and affairs of the Company which causes or results in any loss or damage to the Company or its Members.

9.6 Time Devoted to Company; Conflicts. It is understood and agreed that the Manager is free to devote less than its full time to the business of the Company and may engage in any other business or activity, subject to Section 9.12. Neither the Company nor any Member shall have any right, by virtue of this Limited Liability Company Agreement, to share or participate in such other investments or activities of the Manager or in the income or proceeds derived therefrom.

9.7 Indemnification. The Company shall indemnify the Manager in the event it is made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that it is or was a Manager, against costs and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement, actually and reasonably incurred by such Manager in connection with the action, suit or proceeding if it acted in good faith and in a manner it reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that its conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that such Manager (a) did not act in good faith and in a manner which it reasonably

believed to be in or not opposed to the best interests of the Company, and (b) with respect to any criminal action or proceeding, had reasonable cause to believe that its conduct was unlawful.

9.8 Resignation. A Manager may resign at any time by giving written notice to the Members of the Company. The resignation of the Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Replacement of a Manager who resigns under this Section 9.8 shall be governed by Section 9.2.

9.9 Removal. Notwithstanding any provision herein to the contrary, at a meeting called expressly for that purpose, a Manager may be removed at any time for any reason, with or without cause, by a Majority in Interest of the Members, and may be removed by reason of Legal Incompetency or willful misconduct or conviction of a felony as adjudicated by a court of competent jurisdiction. Replacement of a Manager removed under this Section 9.9 shall be governed by Section 9.2.

9.10 Maintenance of Company Records. The Manager shall maintain and preserve at the Company's principal office, during the term of the Company and for six (6) years thereafter, all accounts, books, and other documents and records, including those required to be maintained by RCW Section 25.15.135.

9.11 Salaries and Benefits. The salaries and other compensation, if any, of the Manager and other employees of the Company shall be fixed from time to time by the Manager and no Manager shall be prevented from receiving such salary and benefits by reason of the fact that he or she is or is not also a Member of the Company. The Company may also adopt and provide welfare and pension benefit plans and other fringe benefits for its Manager and employees, on such terms and conditions and in such types and amounts, as shall be agreed on by the Manager.

9.12 Intellectual Property; Covenant not to Compete; Confidentiality.

(a) "Invention" means any and all inventions, discoveries, technologies, know-how, products, devices, equipment, process, methods, strategies, plans, texts, ideas, techniques, concepts, knowledge, research, information, data, algorithms, flowcharts, computer programs, firmware, software, codes, sequences, hardware, systems, methods, applications, concepts or tactics, designs, drawings, graphics, sketches, schematics, electronics, circuit designs, tests, quality assurances, works of authorship, information and/or data (including, without limitation, all documents, notes, magnetic tape, disks, recordings, photographs and other media of any type or nature containing any of the foregoing) of Company. "Member Invention" means any Invention or part thereof (including, without limitation, all documents, notes, magnetic tape, disks, recordings, photographs and other media of any type or nature containing the same), conceived, developed, reduced to practice, or created by Member on behalf of Company, which is conceived, developed, reduced to practice, or created by Member while working directly for Company, or as a result of or related to Member's activities, efforts and input on behalf of Company, within the scope of his or her membership with Company; or the result of any work, services, or duties performed by Member for Company.

(b) "Intellectual Property" means any and all patents, trade secrets, know-how, copyrights, trademarks, service marks and other intellectual property and any and all rights, applications and registrations relating to them, of Member, or which is related in any way to any Member Invention.

(c) "Company Assets and Confidential Information" means any and all Inventions, Member Inventions, and/or Intellectual Property, customer names or lists, the names or any lists of any employees, Members, contractors or advisors, any strategies, plans, forecasts, systems, processes, procedures, techniques, methods, technologies, software, hardware, ideas, products, specifications, data, formulas, patterns, compilations, programs, devices, methods, contracts, records, manuals, policies, financial information and any other business information of Company, and any and all materials or information disclosed to Member by a third party which is designated as confidential by such third party; provided, however, that the foregoing shall not be considered to be confidential if and to the extent that it is publicly known or nonproprietary generic knowledge.

(d) Assignment of Inventions. Each Member and Manager agrees to assign and convey, and hereby assigns and conveys, to Company who hereby accepts, any and all Member Inventions, Inventions and/or Intellectual Property generated while working for Company either in the past, present, or future. Member shall fully disclose to Company any and all Inventions, Member Inventions and Intellectual Property subject to assignment hereunder. Member shall render all reasonable assistance requested by Company to secure, protect and enforce its rights in such Inventions, Member Inventions and Intellectual Property. Such assistance shall include the execution of any assignment, application, oath, affidavit, declaration, petition or other instrument requested by Company.

(e) Covenant not to Compete. No Manager or Member shall engage anywhere in King County, Washington, in any business that is similar to any of the business endeavors currently carried on by the Company or by any of the entities that are majority-owned by the Company, and for a period of five (5) years following a Member's separation or withdrawal from the Company.

(f) Duty of Confidentiality. The Members and Manager further agree that, except in promoting the business of the Company, they shall not use in any manner directly or indirectly, any Confidential Information for their own personal benefit. The Members and Manager acknowledge and agree that all Confidential Information is the exclusive property of the Company, and the Members and Manager have no independent or individual claim to such Confidential Information for any purpose except as may be mandated by law. Each Member and each Manager shall take all reasonable steps to prevent any unauthorized disclosure or use of Confidential Information. Upon termination of the Member's or Manager's association with the Company, the Member or Manager will immediately deliver to the Company all Confidential Information in his or her possession, custody or control. As used herein, the term "engage" shall include owning, managing, operating, controlling or participating in the ownership, management, operation or control of, or being employed by, connected with or having any interest in, as a stockholder, director, officer, employee, agent, consultant, assistant, advisor, sole proprietor, partner, member or otherwise, any business which is engaged in a

business that is similar to any of the business endeavors currently carried on by the Company or by any of the entities that are majority-owned by the Company. As used herein, the term "Confidential Information" means information (including but not limited to information created or developed in whole or in part, by any Member or Manager) that is not generally known about the Company or its business, and that specifically and solely relate to the Company's business, including without limitation, information about the Company's products, projects, pricing information, relationships with patient referral or insurance sources, training information and/or manual services, designs, computer programs, databases, know-how, processes, suppliers, patient list, business plans, marketing plans and methods, financing practices, strategies, finances, personnel, customer or patient contact information and information obtained from third parties under confidentiality agreements. The Members and Manager agree that during their association with the Company as a Member or Manager and thereafter, they will hold any and all Confidential Information in the strictest of confidence and will not divulge, disclose, furnish, transmit, transfer, convey, communicate or make accessible, any Confidential Information to any person or entity that is not entitled to possess or have access to such Confidential Information.

(g) Restrictions are Reasonable. The Members and Manager acknowledge and agree that the restrictions set forth above are necessary to preserve, promote and protect the business and good will of the Company and impose no greater restraint than is reasonably necessary to secure such protection. If any provisions set forth above are held unenforceable, the remaining provisions shall, nevertheless, remain enforceable, and the court making such determination shall modify, among other things, the scope, duration or geographic area as described, to preserve the enforceability hereof to the maximum extent then permitted by law. In the event of a breach or a threatened breach hereof by a Member/Manager of the Company who has executed this Limited Liability Company Agreement, the Company shall be entitled, without limitation upon its other remedies herein, to seek and obtain injunctive relief without the necessity of posting a bond, except as may otherwise be compelled by applicable law.

Article 10 RIGHTS AND OBLIGATIONS OF MEMBERS

10.1 Limitation of Liability. No Member shall be personally liable for any debts, obligations, liabilities or losses of the Company, regardless of the particular nature or source thereof, beyond such Member's capital interest in the Company. Notwithstanding the foregoing, unless otherwise excused by the RCW, in the event a Member has in fact received the return, in whole or in part, of such Member's capital contribution, he shall be liable for and agrees to repay to the Company up to the amount of such returned contribution.

10.2 Withdrawal by a Member. A Member may unilaterally withdraw from the Company, but shall have no right under this Limited Liability Company Agreement to require that such Member's interest in the Company be redeemed, in whole or in part. A Member who withdraws from the Company and whose interest is not redeemed shall have the status of a mere assignee under RCW Section 25.15.250 and shall not be entitled to exercise any of the rights of a Member in the Company, unless he or she is admitted thereafter in accordance with Article 11.

10.3 Priority and Return of Capital. No Member shall have priority over any other Member, either as to the return of capital contributions or as to distributions; provided that this Section shall not apply to loans (as distinguished from capital contributions) which a Member has made to the Company.

10.4 Meetings of Members. The Members shall hold at least annual meetings which may be attended in person or telephonically/electronically. Notice for the annual meeting shall be given at least 7 days prior to said meeting. Any Member may call a special meeting at any time with at least 72 hours notice to all the Members. At any Member meetings, the Members shall constitute the Governing Body and shall execute all duties and responsibilities as necessary in acting as the Governing Body. Such duties shall include the review of:

- (a) legal and business documents
- (b) external consultants and providers
- (c) annual program evaluation and performance improvement
- (d) Company strategic plan
- (e) overall operations
- (f) Manager and personnel
- (g) fiscal affairs of the Company
- (h) policies and procedures

Unless otherwise removed or restricted as defined in this document, all Members are eligible to participate in the Member meetings. A simple majority of the Members must be present to constitute a quorum of the Governing Body and any binding decision financially affecting the Company in excess of twenty-five thousand dollars (\$25,000) shall require the approval of a simple majority of all eligible Company Members.

10.5 Inspection of Company Records. Upon reasonable request, each Member shall have the right, during ordinary business hours, to inspect and copy Company documents at the Member's expense.

10.6 Expulsion of Member. Except as set forth herein, a Member may not be expelled from the Company. Members may be expelled for: (i) any act of fraud or dishonesty involving the Company; (ii) any conviction of a misdemeanor offense that primarily involves a Member's honesty in an amount that exceeds Ten Thousand Dollars; (iii) any conviction of felony offense; and (iv) a serious and chronic dependence on drugs or alcohol for a period exceeding one (1) year.

Article 11

ADMISSION OF NEW MEMBERS; MEMBERS' OBLIGATIONS

No person shall be admitted to the Company as an Additional or Substituted Member without the express, written consent of the Manager and all of the Members or as provided in this Limited Liability Company Agreement. Such newly admitted Member shall execute and deliver all documents necessary to reflect such Member's admission to the Company and such Member's agreement to be bound by the terms and conditions of this Limited Liability Company Agreement. This Limited Liability Company Agreement shall be amended as necessary to conform to the changed conditions of

the Company, and the Manager shall file an appropriate amendment to the Certificate of Formation of the Company if required by RCW Section 25.15.075 to do so.

All covenants, rights, and obligations of a Member under this Agreement shall apply to any trust, entity, or other organization that is controlled, majority-owned, or managed by such Member, and if a Member is an entity, trust, or other organization, then the owners, trustees, officers, directors, members, and beneficiaries of such organization are likewise bound as if they were Members under this Limited Liability Company Agreement.

Article 12 TRANSFER OF MEMBER'S INTEREST

12.1 Restrictions Upon Transfer by Member. Except as expressly permitted below, a Member may not sell, exchange, assign or otherwise transfer, nor mortgage, pledge or otherwise encumber all or any part of such Member's interest in the Company, whether voluntarily or involuntarily, by operation of law, order of any court, contract, gift, will, intestacy, Financial Insolvency, division of property in the context of a divorce or separation proceeding, or otherwise (a "Transfer"), without the consent of the Manager and all of the Members of the Company, absent which consent any such Transfer or attempted Transfer shall be void and of no effect.

(a) Estate Planning Exception; Transfers to other Members. Notwithstanding the foregoing provisions of Section 12.1, a lifetime or testamentary Transfer by any Member of all or any portion of such Member's interest in the Company to or for the exclusive benefit of such Member's Family, or trust or other Entity for the benefit of such Family, shall be permitted without such consent, and the transferee shall be admitted as a Member without the need for consent. In addition, Transfers between Members shall be freely permitted.

(b) Reorganization Exception. Notwithstanding the foregoing provisions of Section 12.1, a Transfer of such Member's interest incident to an incorporation, liquidation, distribution, termination, merger, consolidation or transfer of substantially all the assets of said Member, or other reorganization of said Member constituting a mere change in the form of doing business or of holding property, shall be permitted, provided said Member or the persons formerly in control of said Member own the transferred interest in the Company directly or own the controlling interest in the new or surviving Entity. By "control" is meant in excess of 50% of the voting interests. Nevertheless, the transferee of such interest shall not be admitted as a Member unless the Manager and Members consent in writing pursuant to Article 11 hereof.

(c) Limitation on Permitted Transfers. Notwithstanding the foregoing, no Transfer otherwise permitted hereunder may be made if, in the opinion of counsel for the Company, such Transfer, when added to the total of all other interests in the Company transferred within the period of twelve (12) consecutive months prior to the proposed date of Transfer, would result in the termination of the Company as a partnership for tax purposes under I.R.C. Section 708.

12.2 Right of First Refusal. In the event a Member receives a bona fide written offer to purchase all or any portion of such Member's interest in the Company from an unrelated third party

(i.e., a person not described in Section 12.1(a) or (b) above) which such Member desires to accept, he may do so, provided that: (a) such Member first offers to sell such Member's interest, or portion thereof, to the Company and the other Members in the manner set forth below on the same terms and conditions as offered by the third party by delivering a copy of said third party offer to the Manager and the other Members (with a cash equivalent value being substituted for any noncash consideration contained in said third party offer); and (b) if the Company and the other Members decline to exercise their right of first refusal, the other Members consent to the purchase of such interest by said third party, such consent not to be unreasonably withheld.

The Manager shall then have sixty (60) days to accept said offer in full on behalf of the Company on the terms and conditions set forth in said offer. If the Manager declines to accept said offer, the Manager may assign the offer to those Members who desire to accept it, pro rata in proportion to such Members' interests in Profits or as such Members may otherwise agree among themselves, but such assignment shall not extend the sixty (60) day period for acceptance. Acceptance shall be in writing delivered to the transferring Member.

If the Manager and Members decline to accept said offer or otherwise waive their rights hereunder and give their consent to the purchase of the interest by said third party, the transferring Member shall be free to accept the offer of purchase from said third party, provided he does so within thirty (30) days after the earlier of the end of the sixty (60) day period or receipt of such waiver and provided he consummates the sale of such Member's interest, or portion thereof, without any material variation in the terms and conditions stated in said offer. If the thirty (30) day period for acceptance expires or if such Member desires to materially vary any of the terms and conditions of the offer, he must follow the procedure set forth above as if he were receiving a brand new offer of purchase.

12.3 Effect of Transfer: Status of Transferee. The Transfer of any interest in the Company, voluntary or involuntary, permissible or impermissible, if effective at all, shall be effective only to transfer the transferring Member's economic rights in such interest and not to transfer such Member's voting, management and other rights of ownership with respect to such interest. Accordingly, any transferee of such interest shall have the status of a mere assignee under RCW Section 25.15.250 and shall not be entitled to become, nor to exercise any of the rights of, a Member in the Company unless and until such transferee is admitted as a Substituted Member in accordance with Article 11 above. In any event, the transferring Member shall cease to have any rights at all with respect to the transferred interest.

12.4 Transferring Member's Capital Account Balance. Subject to Section 7.3 above, that portion of the Capital Account balance of a Member who transfers all or any portion of such Member's interest in the Company, as permitted hereunder, which is attributable to such transferred interest, shall carry over to the transferee as set forth in Regulations Section 1.704-1(b)(2)(iv)(l).

12.5 Internal Revenue Service Reporting Requirements. In the event of a sale or exchange of an interest in the Company, the Members shall comply with the reporting requirements of I.R.C. Section 6050K.

12.6 Drag Along Rights.

(a) In the event that the Member(s) holding 55% or more of the interests wish to effect a sale of the Company to a third-party purchaser, such Member(s) (the "Majority Members") will have the right ("Drag-Along Right") to require that each of the remaining Members of the Company (the "Minority Members" and individually a "Minority Member") together with the Majority Members Transfer their Interests (for purposes of Article 12, such Members' "Membership Rights") to such third-party purchaser (whether by sale of Membership Rights, merger, consolidation or otherwise) or to cause the Company to sell all or substantially all of the assets of the Company ("Sale of the Company"). In order to exercise the Drag-Along Right, the Majority Members must deliver written notice to the Company and each of the Minority Members (the "Drag-Along Notice") not less than fifteen (15) days prior to the Sale of the Company. The Drag-Along Notice shall state (i) that the Majority Members wish to effect a Sale of the Company, (ii) the identity of the third-party purchaser, and (iii) a description in reasonable detail of the terms and conditions, including the price, of the proposed Sale of the Company.

(b) Each Minority Member agrees to cooperate fully with the Majority Members in connection with any Sale of the Company and to execute and deliver all documents (including purchase agreements) and instruments and take such actions as the Majority Members request to effect such Sale of the Company including, without limitation, making such representations, warranties and covenants and granting such indemnifications (including, without limitation, participating in any escrow arrangements to the extent of their respective Percentage Interest) agreed upon by the Majority Members; provided that, no Member shall be required to fund any indemnification obligations in excess of such Member's share of the proceeds received from the Sale of the Company.

(c) The Majority Members agree that upon a Sale of the Company each Minority Member shall receive a portion of the net proceeds in proportion to its Percentage (taking into account any transaction costs and expenses incurred by the Company).

(d) None of the Majority Members shall have any liability to any of the Minority Members if the Sale of the Company does not occur for any reason whatsoever.

12.7 Tag-Along Rights.

(a) If, other than pursuant to Section 12.6, the Majority Members propose to Transfer all of their Membership Rights, then the Majority Members may Transfer their Membership Rights provided they comply with the provisions of this Section 12.7. The Majority Members shall first send a notice to the Minority Members (a "Tag-Along Notice") offering each of the Minority Members the right ("Tag-Along Right") to participate, upon the purchase by the proposed transferee, in the sale of the Membership Rights proposed to be sold by the Majority Members on the same terms and conditions, including for the same consideration per Membership Rights. Each Minority Member shall have the right, for a period of ten (10) days after the Tag-Along Notice is given, to exercise its Tag-Along Right by delivering a written notice to the Majority Members within such ten (10) day period, stating therein that it desires to Transfer all of its Membership Rights in the Tag-Along sale to the proposed transferee. Prior to the earlier of (i) the end of such ten (10) day period and (ii) the exercise by each Minority Member of its Tag-Along Right, the Majority Members shall not complete any

Transfer of Membership Rights to the proposed transferee. Thereafter, for a period of ninety (90) days, the Majority Members may Transfer Membership Rights to the proposed transferee for the consideration stated and on terms no more favorable to the proposed transferee than those set forth in the Tag-Along Notice; provided that the proposed transferee shall simultaneously purchase the Membership Rights from all Minority Members who have exercised their Tag-Along Right. Any purchaser of Membership Rights pursuant to this Section 12.7 shall be subject to, and have the rights and benefits of, the terms and conditions of this Agreement.

(b) Each Minority Member that exercises its Tag-Along Right agrees to cooperate fully with the Majority Members in connection with any Tag-Along sale and to execute and deliver all documents (including purchase agreements) and instruments and take such actions as the Majority Members request to effect such Tag-Along sale including, without limitation, making such representations, warranties and covenants and granting such indemnifications (including, without limitation, participating in any escrow arrangements to the extent of their respective Percentage Interest) agreed upon by the Majority Members; provided that, no Member shall be required to fund any indemnification obligations in excess of such Member's share of the proceeds received from the Tag-Along sale.

(c) The Majority Members agree that upon consummation of the Tag-Along sale each Minority Member shall receive a portion of the net proceeds in proportion to its Interest (taking into account any transaction costs and expenses incurred by the Company), and such sale shall be on the same terms and conditions as afforded to the Majority Members.

(d) None of the Majority Members shall have any liability to any of the Minority Members if the Tag-Along sale does not occur for any reason whatsoever.

Article 13 BUY-OUT OF MEMBER'S INTEREST

13.1 Buy-Out Upon Certain Events. Upon receiving notice of the occurrence of a Buy-Out Event (defined below), the Company shall have one hundred twenty (120) days in which it may exercise an option to purchase the entire interest in the Company of the Member to whom or by whom the Buy-Out Event has occurred (the "Liquidating Member"). The Manager shall have sole discretion to determine whether or not to exercise such option.

A "Buy-Out Event" shall consist of any of the following events or circumstances:

(a) The death, Legal Incompetency or Financial Insolvency of a Member (unless the resulting Transfer of such Member's interest would constitute a permissible Transfer under Section 12.1 above);

(b) A Transfer or attempted Transfer by a Member of all or any portion of such Member's interest in the Company except as permitted in Article 12 above; or

(c) The breach by a Member of any material term or provision of this Limited Liability Company Agreement, which breach remains uncured after reasonable notice and opportunity to cure, or the expulsion of a Member as provided for in Section 10.6.

Exercise of said option by the Company shall be made by giving written notice thereof to the Liquidating Member or the personal representative, trustee or other successor-in-interest of the Liquidating Member, effective as of the date of notice of such election. Valuation of the interest in the Company of the Liquidating Member shall then take place pursuant to Section 13.2, below and payment for such interest shall take place pursuant to Section 13.3 below.

13.2 Valuation of Liquidating Member's Interest. The interest in the Company of a Liquidating Member shall be valued as follows:

(a) Discounted Value. In the event of an expulsion or un-cured breach of any material term or provision of this agreement, the Liquidating Member shall be entitled to Fifty Percent (50.00%) of the net-book value of the Liquidating Member's interest in the Company and nothing more. Such buy-out shall be paid over time as set forth in Section 13.3.

(b) Negotiation to Determine Valuation. The Manager and the Liquidating Member or the personal representative, trustee or other successor-in-interest of the Liquidating Member shall promptly commence negotiations to establish the fair market value of the Liquidating Member's interest in the Company. Value shall be determined as of the date of the election to buy out the interest of the Liquidating Member. Negotiations shall continue as long as required, provided that if an agreement is not reached within ninety (90) days after the date of the election to buy out the interest of the Liquidating Member or if negotiations break down prior to such time, either party may terminate the negotiations and require the valuation to be submitted to appraisal, as provided in the following subsection.

(c) Appraisal to Determine Valuation. Unless the parties agree on a simplified appraisal procedure, if the parties are unable to reach agreement through negotiations between themselves, the fair market value of the Liquidating Member's interest in the Company shall be determined by appraisal. Each of the parties shall promptly select an appraiser qualified by appropriate licensure or certification to conduct appraisals of interests in a limited liability company, taking into consideration the nature of the assets owned and business conducted by the Company, and such appraisers shall then select a third such appraiser. The value of the Liquidating Member's interest shall be the average of the two appraised values that are closest together. Each party shall bear the cost of the appraiser chosen by it and the parties shall split the cost of the third appraiser.

(d) Method of Valuation and Discounts. The value of the Liquidating Member's interest in the Company, whether determined by negotiation or appraisal; shall be arrived at by first determining the value of the Company as a whole by reference to such financial data and the use of such valuation methods as are appropriate and then allowing appropriate discounts with respect to the interest of the Liquidating Member to take into account, to the extent applicable,

minority interest, nonmarketability of interest and other factors which would affect the value of the Liquidating Member's interest.

13.3 Payment Schedule. Payment for the interest in the Company of a Liquidating or redeeming Member, including with respect to good will, as valued under Section 13.2 above, may be made by the Company over a period of up to five (5) years in equal monthly, quarterly or annual installments of principal, together with accrued interest from the effective date of the buy-out or redemption. The unpaid balance of the purchase price shall bear interest at a variable rate equal to the minimum rate necessary to avoid the imputation of interest under the Internal Revenue Code. The unpaid balance of the purchase price need not be secured. The Company shall have the right to prepay all or any portion of such obligation at any time without notice or penalty. In the event the Company terminates under Article 14, below, prior to the payment in full by the Company of the foregoing obligation, the entire remaining balance of principal and accrued interest shall be immediately due and payable by the Company, as set forth in Section 14.3 below.

Article 14 DISSOLUTION AND TERMINATION

14.1 Dissolution and Termination. The Company shall be dissolved upon the occurrence of any of the following events:

- (a) When the period fixed for the duration of the Company expires;
- (b) At such time as the Company fails to have at least one Member;
- (c) By written agreement signed by all of the Members;
- (d) Upon administrative dissolution under RCW § 25.15.285, subject to right of reinstatement under RCW § 25.15.290; or
- (e) Upon the entry of a decree of judicial dissolution under RCW § 25.15.275.

The death, Financial Insolvency, Legal Incompetency, withdrawal, retirement, resignation, expulsion or dissolution of any Member shall not dissolve the Company.

14.2 Certificate of Dissolution. Upon the occurrence of any of the events specified in Section 14.1(a) – (c), the Manager shall file a Certificate of Dissolution with the Washington Secretary of State pursuant to RCW § 25.15.273.

14.3 Winding Up the Company. Upon the filing of Articles of Dissolution, the Manager shall immediately commence to wind up the affairs of the Company and shall engage in an orderly disposition of its assets where such can be done at a fair value (except to the extent the Manager may determine to distribute any assets to the Members in kind). The items comprising the Profits or Losses of the Company, as the case may be, as well as any specially allocated items for the Fiscal Year in which the Company is terminated shall continue to be allocated to the Members or their representatives

and be credited or charged to their respective Capital Accounts in accordance with Articles 6 and 7, above.

14.4 Distribution of Liquidation Proceeds. Pursuant to the winding up of the Company's affairs, the Company assets and the proceeds from the disposition of Company assets shall be applied in order of priority as follows:

- (a) First, to creditors of the Company other than Members (and other than any former Members receiving payments in buy-out of their interest in the Company under Section 13.3, above);
- (b) Second, to Members for any debts of the Company to such Members, including Members being bought out under Section 13.3 above, pro rata;
- (c) Third, to Members in the amount of the final balances in their respective Capital Accounts (after the allocation of all Profits, Losses and specially allocated items).

Each Member shall look solely to the assets of the Company for the return of such Member's investment in the Company, and if such assets or the proceeds from the liquidation of such assets are insufficient to return said investment, such Member shall have no recourse against any other Member. Liquidating distributions to Members shall be made by the later of (i) the end of the Company taxable year in which Liquidation occurs, or (ii) ninety (90) days after Liquidation.

14.5 Return of Capital Contributions. No Member shall be entitled to the return of specific property contributed to the Company nor to any payments in liquidation of such Member's interest in the Company other than in cash.

14.6 Negative Capital Account Balance. A negative balance in any Member's Capital Account which exists upon termination of the Company (after the allocation of all Profits and Losses through termination) shall not constitute a debt or liability of such Member to the Company, to any creditor of the Company, to any other Member, or to any other person for any purpose whatsoever, and such Member shall have no obligation to make any additional capital contribution to the Company by reason of such negative balance.

Article 15 MISCELLANEOUS PROVISIONS

15.1 Amendments. This Limited Liability Company Agreement and the Certificate of Formation of the Company may be amended, or amended and restated, at any time as follows:

- (a) Upon the unanimous vote of the Members;
- (b) Upon the vote of the persons then serving as Manager and the vote of a Majority in Interest of the Members; or

(c) Upon the vote of the persons then serving as Manager to make technical amendments to the Limited Liability Company Agreement or Certificate of Formation which do not affect the economic interests of the Members as necessary in order to maintain the Limited Liability Company Agreement and Certificate of Formation in compliance with applicable tax and limited liability company law. Except as expressly provided in this subsection and elsewhere in this Limited Liability Company Agreement, no approval of the Members shall be required of any act of the Manager.

15.2 Notices. All notices, requests, consents and demands shall be given to or made upon the parties at their respective addresses set forth next to his, her or its signature below, or at such other address as a party may designate in writing delivered to the other party. Unless otherwise agreed in this Limited Liability Company Agreement, all notices, requests, consents and demands shall be given or made by personal delivery, by facsimile transmission (“fax”), or by certified first class mail, return receipt requested, postage prepaid, to the party addressed as aforesaid. If mailed, such notice shall be deemed to be given upon the earlier to occur of the date upon which it is actually received by the addressee or the third business day following the date upon which it is deposited in a first-class postage-prepaid envelope in the United States mail addressed as aforesaid. If given by fax, such notice shall be deemed to be given upon the date it is actually received by the addressee.

15.3 Governing Law. This Limited Liability Company Agreement is entered into under and shall be governed by the laws of the State of Washington.

15.4 Construction. Whenever the singular number is used in this Limited Liability Company Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa.

15.5 Headings. The headings in this Limited Liability Company Agreement are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Limited Liability Company Agreement or any provision hereof.

15.6 Binding Effect. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Limited Liability Company Agreement, their respective heirs, legal representatives, successors and assigns.

15.7 Counterparts. This Limited Liability Company Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

15.8 Enforcement. In the event of a breach or dispute arising under this Limited Liability Company Agreement, the nonbreaching party or the party prevailing in such dispute (or appeal) shall be entitled to recover from the breaching or nonprevailing party its costs, including, without limitation, court costs, reasonable attorneys’ fees, expert witness fees, fax, copy, telephone and other incidental charges.

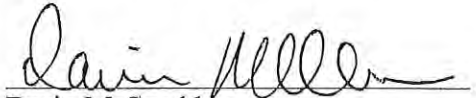
[no further text – signature page to follow]

IN WITNESS WHEREOF, this Limited Liability Company Agreement has been executed effective as of the date hereinabove first written by the following Members.

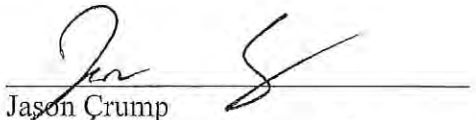
MEMBERS:



Derek White



Darin McSpadden



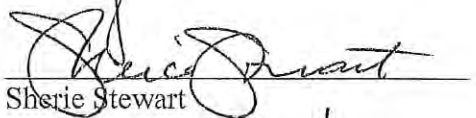
Jason Crump



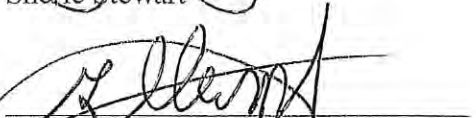
Chad Fullmer



Wyatt Cloward



Sherie Stewart



Greg Atwood



Rheit Andersen

SCHEDULE ONE

Members' Capital Contributions

Member	Capital Account Balance
Derek White	\$11,111.11
Darin McSpadden	\$11,111.11
Jason Crump	\$11,111.11
Chad Fullmer	\$11,111.11
Wyatt Cloward	\$11,111.11
Sherie Steward	\$11,111.11
Greg Atwood	\$11,111.11
Rhett Andersen	\$22,222.23

SCHEDULE TWO

**Members' Interests in Profits/Losses
Issued and Outstanding Units**

Member	Percentage	Units
Derek White	11.111111%	1,111,111
Darin McSpadden	11.111111%	1,111,111
Jason Crump	11.111111%	1,111,111
Chad Fullmer	11.111111%	1,111,111
Wyatt Cloward	11.111111%	1,111,111
Sherie Steward	11.111111%	1,111,111
Greg Atwood	11.111111%	1,111,111
Rhett Andersen	22.222223%	2,222,223

CAPITAL ACCOUNTING AND TAX ADDENDUM

(As referred to in Article 6)

DEFINITIONS

A. The following additional definitions are supplied for purposes of this Addendum:

(a) “Adjusted Capital Account” means a Member’s Capital Account as of the end of any fiscal year, decreased by the items described in Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6). The foregoing definition of Adjusted Capital Account is intended to comply with the provisions of Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(b) “Adjusted Tax Basis” means the adjusted tax basis of property for Federal income tax accounting purposes.

(c) “Book Depreciation” means for each Company Fiscal Year or other period, an amount equal to the Tax Depreciation for such year or other period, except that if the Book Value of an asset differs from its adjusted tax basis at the beginning of such year or other period, Book Depreciation shall be an amount which bears the same relationship to such beginning Book Value as the Tax Depreciation for such year or other period bears to such beginning Adjusted Tax Basis; *provided, however*, that if the Tax Depreciation for such year is zero, Book Depreciation shall be determined with reference to such beginning Book Value using any reasonable method selected by the Manager. The foregoing definition of Book Depreciation is intended to comply with the provisions of Regulations Section 1.704-1(b)(2)(1)(g)(3) and shall be interpreted consistently herewith.

(d) “Book Value” means the value of property as reflected on the books of the Company in accordance with Section B.1 hereof.

(e) “Fair Market Value” means the fair market value of property, unreduced by any liabilities secured by such property. For the purpose of applying the capital accounting rules set forth in Paragraphs B.1(b) and B.1(g) of this Addendum and for purposes of Paragraph B.2(a) of this Addendum, such fair market value shall be determined without regard to the amount of any nonrecourse indebtedness secured by such property, in accordance with I.R.C. Section 752(c). For all other purposes and provisions of this Limited Liability Company Agreement, such fair market value shall be deemed to be no less than the amount of any nonrecourse indebtedness secured by such property, in accordance with I.R.C. Section 7701(g) and Regulations Section 1.704-1(b)(2)(iv)(e)(1).

(f) “Minimum Gain” means the aggregate amount by which nonrecourse liabilities, if any, exceed the adjusted tax bases of the Company properties which they encumber, as set forth in Regulations Sections 1.704-2(b)(2) and 1.704-2(d).

(g) “Nonrecourse Deductions” has the meaning set forth in Regulations Section 1.704-2(b)(1). The amount of Nonrecourse Deductions for a Company fiscal year equals the net increase, if any, in the

amount of Minimum Gain during that fiscal year, reduced (but not below zero) by the aggregate distributions made during that fiscal year of proceeds of any nonrecourse liability that are allocable to an increase in Minimum Gain, as set forth in Regulations Section 1.704-2(c).

(h) "Section 704(c) Property" has the meaning set forth in Paragraph C.1 of this Addendum.

(i) "Tax Depreciation" means for each Company Fiscal Year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such year or other period for Federal income tax purposes.

CAPITAL ACCOUNT MAINTENANCE RULES

B.1 The Members' Capital Accounts shall be kept in accordance with the following rules. A Member's Capital Account shall be increased by:

(a) the amount of money contributed (or deemed contributed) by such Member to the Company;

(b) the Fair Market Value of property other than money contributed (or deemed contributed) by such Member to the Company, net of liabilities secured by such property that the Company is considered to assume or take subject to under I.R.C. Section 752;

(c) the amount of Company liabilities which are assumed by such Member (other than liabilities described in subsection (h) below which are assumed by a distributee Member);

(d) such Member's allocable share of the Profits of the Company under Section 7.1 above and of any items of income or gain which are specially allocated pursuant to Paragraph C.2 of this Addendum; and

(e) such Member's allocable share under Paragraph C.1(c) of this Addendum of any gain attributable to Section 704(c) Property, as computed for book purposes;

and shall be decreased by:

(f) the amount of money distributed (or deemed distributed) by the Company to such Member;

(g) the Fair Market Value of property other than money distributed (or deemed distributed) by the Company to such Member, net of liabilities secured by such property that such Member is considered to assume or take subject to under I.R.C. Section 752;

(h) the amount of such Member's individual liabilities which are assumed by the Company (other than liabilities described in subsection (b) above which are assumed by the Company);

(i) such Member's allocable share of the Losses of the Company under Section 7.2 above and of any items of loss or deduction which are specially allocated pursuant to Paragraph C.2 of this Addendum; and

(j) such Member's allocable share under Paragraph C.1(c) of this Addendum of any Book Depreciation or loss attributable to Section 704(c) Property, as computed for book purposes.

The Members' Capital Accounts shall also be debited or credited as provided in Paragraphs B.2(c) and B.2(d) of this Addendum. Also, in determining the amount of any liability for purposes of this provision, there shall be taken into account I.R.C. Section 752(c) and any other applicable provisions of the I.R.C. and Regulations.

B.2 Valuation of Company Property; Capital Account Adjustments. The Book Value of Company property shall be its Adjusted Tax Basis except in the following instances:

(a) Contributed Property. The Book Value of property contributed (or deemed contributed) to the Company by any Member shall be equal to its Fair Market Value on the date of contribution (or deemed contribution).

(b) Distributed Property. The Book Value of property distributed (or deemed distributed) by the Company to any Member, whether in connection with the Liquidation of the Company or otherwise, shall be increased or decreased, as the case may be, to equal its Fair Market Value on the date of distribution (or deemed distribution), and the Capital Accounts of the Members shall be debited or credited, as the case may be, to reflect the manner in which gain or loss, as computed for book purposes, would be allocated among the Members if there were a taxable disposition of such property for such Fair Market Value.

(c) Other Property at Time of Contribution or Distribution. In connection with either

(i) a contribution (or deemed contribution) of money or other property to the Company by a new or existing Member in exchange for a new or increased interest in the Company, or

(ii) a distribution (or deemed distribution) of money or other property by the Company to a withdrawing or continuing Member in exchange for all or a portion of such Member's interest in the Company, or

(iii) the Liquidation of the Company,

the Book Values of all Company assets, including good will if applicable, shall be increased or decreased, as the case may be, to equal their respective Fair Market Values on the date of such contribution or distribution (or deemed contribution or distribution), and the Capital Accounts of the Members shall be debited or credited, as the case may be, to reflect the manner in which gain or loss, as computed for book purposes, would be allocated among the Members if there were a taxable disposition of all such assets for such Fair Market Values; *provided, however*, in the case of Subparagraphs (i) and (ii) hereof, such adjustment need not be made if such contribution or distribution

is of a de minimis amount or if the Members reasonably determine that such adjustment is not necessary or appropriate in view of the cost to the Company of making such adjustment as compared with the distortion in the relative economic interests of the Members which would result from not making such adjustment. Paragraphs (a), (b) and (c) hereof are intended to comply with Regulations Section 1.704-1(b)(2)(iv)(d), (e) and (f) and shall be interpreted consistently therewith.

(d) Section 754 Adjustments. The Book Value of an item of Company property shall be increased or decreased, as the case may be, to equal its Adjusted Tax Basis whenever an adjustment to the Adjusted Tax Basis of such item of Company property arises under I.R.C. Sections 732(d), 734 or 743 and such adjustment exceeds the difference between the Book Value of such item of Company property and its Adjusted Tax Basis prior to making such adjustment. Such increase or decrease in Book Value shall then be allocated to the Capital Accounts of the Members in accordance with Regulations Section 1.704-1(b)(2)(iv)(m). This Paragraph shall be applied only after the application of Paragraphs B.2(a), (b) and (c), above.

SPECIAL TAX ALLOCATION RULES

C.1 Special Allocation Rules Where Book Value and Adjusted Tax Basis Are Unequal.

Notwithstanding the general allocation rules set forth in Sections 7.1 and 7.2 above, as to property the Book Value of which is different from its Adjusted Tax Basis ("Section 704(c) Property"), the following rules and definitions shall apply:

(a) If the Book Value of property exceeds its Adjusted Tax Basis, such excess shall be referred to as "Built-in Gain." Conversely, if the Adjusted Tax Basis of property exceeds its Book Value, such excess shall be referred to as "Built-in Loss."

(b) Built-in Gain or Built-in Loss may arise as the result of the contribution or deemed contribution of property to the Company by one or more Members (the "Contributing Members") or as the result of the revaluation of existing Company property under Paragraph B.2 of this Addendum. If existing Company property is revalued, the existing Members shall be considered the Contributing Members as to such property. The term Contributing Members shall include successors-in-interest thereto.

(c) Book Depreciation, and gain or loss with respect to Section 704(c) Property as computed for book purposes, shall be allocated to the Members in accordance with the general profit and loss sharing percentages specified in Sections 7.1 and 7.2, above, and the Members' Capital Accounts shall be adjusted accordingly, as set forth in Paragraph B.1 of this Addendum.

(d) Tax Depreciation, and gain or loss with respect to Section 704(c) Property as computed for tax purposes, shall be allocated to the Members in a manner that takes into account the Built-in Gain or Built-in Loss with respect to such property, in accordance with Section 704(c) of the I.R.C. and equivalent principles, as follows, and such allocations shall not be independently reflected by further adjustments to the Members' Capital Accounts:

(i) With respect to Built-in Gain property, 100% of any tax gain shall be allocated to the Contributing Members in the same proportion as such Built-in Gain has been credited to their respective Capital Accounts; Tax Depreciation shall be allocated to the Members other than the Contributing Members (the “Noncontributing Members”) in the same proportion as, but in an amount not to exceed, the Book Depreciation with respect to such property which has been allocated to them under Paragraph C.1(c) of this Addendum; and any excess of such Tax Depreciation over the amount allocated to the Noncontributing Members shall be allocated to the Contributing Members in the same proportion that the Book Depreciation with respect to such property has been allocated to the Contributing Members under Paragraph C.1(c) of this Addendum. These allocations shall continue until the Built-in Gain has been eliminated. Thereafter any Tax Depreciation and gain or loss with respect to such property shall be allocated to the Members pursuant to the general profit and loss allocation provisions of Sections 7.1 and 7.2, above.

(ii) With respect to Built-in Loss property, 100% of any tax loss shall be allocated to the Contributing Members in the same proportion as such Built-in Loss has been charged to their respective Capital Accounts; Tax Depreciation shall be allocated to the Noncontributing Members in the same proportion as, but in an amount not to exceed, the Book Depreciation with respect to such property which has been allocated to them under Paragraph C.1(c) of this Addendum; and any excess of such Tax Depreciation over the amount allocated to the Noncontributing Members shall be allocated to the Contributing Members in the same proportion that the Book Depreciation with respect to such property has been allocated to the Contributing Members under Paragraph C.1(c) of this Addendum. These allocations shall continue until the Built-in Loss has been eliminated. Thereafter any Tax Depreciation and gain or loss with respect to such property shall be allocated to the Members pursuant to the general profit and loss allocation provisions of Sections 7.1 and 7.2, above.

(iii) In the event that the allocation of tax gain, tax loss or Tax Depreciation to the Noncontributing Members under Paragraph C.1(d)(i) or C.1(d)(ii) of this Addendum is limited by application of the “ceiling rule” set forth in Regulations Section 1.704-3(b)(1), the Company may do any of the following:

(A) the Company may make reasonable curative allocations of income, gain, loss or deduction with respect to the tax item limited by the ceiling rule, including income from the disposition of contributed or revalued property, in accordance with the rules set forth in Regulations Section 1.704-3(c); or

(B) the Company may make remedial allocations of income, gain, loss or deduction with respect to the tax item limited by the ceiling rule in accordance with the rules set forth in Regulations Section 1.704-3(d); or

(C) if applicable, the Company may apply the “small disparity” rules of Regulations Section 1.704-3(e).

The foregoing provision is intended to comply with Regulations Section 1.704-1(b)(2)(iv)(g) and Section 1.704-3(e) and shall be interpreted consistently therewith.

C.2 Special and Regulatory Allocations.

(a) Minimum Gain Chargeback. If there is a net decrease in Minimum Gain during any Company fiscal year, then in that event, prior to the making of any other allocation under this Article 7, there shall be specially allocated to all Members items of income and gain for such year (and, if necessary, subsequent years) equal to their share of such net decrease in Minimum Gain within the meaning of Regulations Sections 1.704-2(f)(1) and 1.704-2(g)(2).

(b) Qualified Income Offset. Subject to the provisions of Paragraph C.2(a) of this Addendum, in the event a Member unexpectedly receives an adjustment, allocation, or distribution described in Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of income and gain shall be specially allocated to such Member in an amount and manner sufficient to eliminate any deficit in such Member's Adjusted Capital Account as quickly as possible. This Paragraph C.2(b) is intended to comply with the qualified income offset requirement set forth in Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(c) Nonrecourse Deductions. Nonrecourse Deductions for any Company fiscal year shall be allocated among the Members in accordance with the Members' percentage interests in Losses, as set forth in Section 7.2 above. This Paragraph C.2(c) is intended to comply with Regulations Section 1.704-2(e)(2) and shall be interpreted consistently therewith.

4842-2381-4420, v. 1

ENVISION HOSPICE OF WASHINGTON LLC

REQUESTS APPROVAL TO EXPAND ITS EXISTING THREE-COUNTY
PUGET SOUND AREA HOSPICE TO ALSO PROVIDE MEDICARE-
CERTIFIED AND MEDICAID-APPROVED HOSPICE CARE TO
RESIDENTS OF PIERCE COUNTY, WASHINGTON.

APPENDIX C

MEDICAL DIRECTOR JOB DESCRIPTION

Job Description – Medical Director for Washington Regulations Only

REPORTING RELATIONSHIP:

Supervised by: Administrator and Director
Positions Supervised: Hospice IDG
Interrelationships: Patients, family, IDG and other health care team members

JOB SUMMARY:

Directs the medical aspects of Envision Hospice's patient care program. Serves as consultant and advisor to the Director, offering his/her expertise to assess and interpret medical problems. The hospice physician serves as consultant to the primary physician of hospice patients, but does not take over the medical direction of the patient's care. Serves as consultant to the Interdisciplinary Group.

QUALIFICATIONS:

Educational/Degree: Graduate from an accredited school of medicine and is a Doctor of Medicine or osteopathy.

Training/Licensure: Practicing physician currently licensed under the provisions of the State Board of Medicine.

Knowledge/Skills/Ability: Approved for admitting privileges and treatment of patients in the hospital of their locality of practice. Understanding of the principles of Hospice care. Willingness to work as a Hospice team member.

Experience: Demonstrated knowledge and well-developed skills in: medicine, oncology, pharmacology; pain and symptom control; psychology of loss; and acceptance of Hospice principles of care.

JOB FACTORS:

Physical Requirements:

Must possess sight/hearing senses or use appropriate adaptive devices that will enable senses to function at a level required to meet the essential duties of the position.

Mental Requirements:

Must be able to work independently, make judgments based on assessments and data available and act accordingly. Must be flexible, innovative and possess good interpersonal skills. Must be able to cope with mental and emotional stress and demonstrate emotional stability.

Working Conditions:

Be able to tolerate exposure to elements including, but not limited to, odors, blood, body fluids and excrements, adverse environmental conditions and hazardous materials.

Job Description – Medical Director.... continued

Transportation:

Must have a current valid driver's license, auto liability insurance and reliable transportation.

Essential Functions:

1. Oversees the implementation of the entire physician, nursing, social work, therapy and counseling areas within Envision Hospice to ensure that these areas consistently meet patient and family needs.
2. The hospice Medical Director, physician employees and contracted physicians, in conjunction with the patient's attending physician, are responsible for the palliation and management of terminal illness and conditions related to the terminal illness.
3. The Medical Director assumes overall responsibility for the medical component of the Envision Hospice patient care program, functions as part of the hospice IDG, and acts as consultant for medical care.
4. The duties and responsibilities of the Medical Director include, but are not limited to:
 - Oversees the implementation of the entire physician, nursing, social work, therapy and counseling areas within Envision Hospice to ensure that these areas consistently meet patient and family needs.
 - Responsibility for medical component of Envision Hospice's patient care program.
 - Participates in and acts as a medical resource to the IDG and hospice leadership.
 - Acts as advisor to Envision Hospice leadership on policies and procedures as needed.
 - The Medical Director or physician designee reviews the clinical information for each hospice patient and provides written certification that it is anticipated that the patient's life expectancy is 6 months or less if the illness runs its normal course. The physician must consider the following when making this determination:
 - The primary terminal condition.
 - Related diagnosis(es), if any.
 - Current subjective and objective medical findings.
 - Current medication and treatment orders.
 - Information about the medical management of any of the patient's conditions unrelated to the terminal illness.
 - Before the recertification period for each patient the Medical Director or physician designee must review the patient's clinical information.
 - Participates in the establishment and implementation of the plan of care, which is coordinated with the attending physician and IDG prior to providing care.
 - Participates in conjunction with the attending physician and IDG to review, update and sign the plan of care when changes are made and at least every fifteen days.
 - Consults with attending physicians, if requested.
 - Is available to patients on a 24-hour basis to manage their terminal illness and medical needs to the extent that the attending physician is absent or not able to meet these needs.

Policies and Procedures Manual for Envision Hospice

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Job Description – Medical Director.... continued

- Acts as a liaison with other physicians in the community serviced by Envision Hospice and facilitates communication.
 - Participates in educational programs for staff, when requested.
 - Is a member of and participates in designated interdisciplinary group activities.
 - Provides advice, guidance and assistance to Envision Hospice staff until a satisfactory resolution is reached when a medical order:
 - Is of a questionable nature.
 - Contains a discrepancy.
 - Lacks clarity.
 - Continues to be a concern for the staff after consultation with the primary physician.
 - Provides medical consultation and direction when the attending physician or their designee cannot be reached and there is a change in the patient's condition requiring medical attention.
5. When the Medical Director is not available, a physician designated by Envision Hospice assumes the same responsibilities and obligations as the Medical Director.

I have read the above job description and understand the duties and responsibilities associated with the position. I can perform the essential functions of this position without specific accommodations.

Employee Signature

Date

WASHINGTON STATE REFERENCE

RCW 70.127.120, 18.71. and 43.70.250; WAC 246-335-615; WAC 246-335-625

CURRICULUM VITAE
Rebecca J. March, DO
January 2020

License & Certifications Washington State Medical License: OP60726256
Board Certification, Internal Medicine, 2018
ACLS and BLS Certification: May 2018
Clinical research/human subjects training:

- GCP – Good Clinical Practice training - 2017
- CITI – Collaborative IRB Training Initiative, 2017

Experience

Hospice Physician

Envision Hospice of Washington LLC
Assume responsibilities and obligations of hospice medical director when the medical director is not available
July 2019 - present

Internal Medicine Physician

Provide diagnosis & treatment for private practice medical patients
West Olympia Internal Medicine
110 Delphi Rd NW, Ste 101
Olympia, WA 98502
September 2017 – present

Medical Director

Lead medical director for 105-bed facility
Puget Sound HealthCare
4001 Capital Mall Drive SW
Olympia WA 98502
September 2018 - present

Sub-investigator

Support a variety of clinical research trials in treatment of diabetic and metabolic disease
Capital Clinical Research Center. LLC
110 Delphi Road NW Suite 101 Olympia, "WA 98502
September 2017- present

Research Study Coordinator

Capital Clinical Research Center. LLC
110 Delphi Road NW Suite 101
Olympia, "WA 98502
Coordinate diabetic and metabolic clinical research trials
2005-2009

Personal

Date of Birth : April 27, 1985
Place of Birth: Sacramento, California

Education

Internal Medicine Residency
Department of Internal Medicine Residency Clinics
University of Iowa, Iowa City IA
2014-2017

Doctor of Osteopathic Medicine
Des Moines University, Des Moines IA
2010-2014

Bachelor of Arts, Biology
Pacific Lutheran University, Tacoma, WA
Dean's List, Spring 2005-2008

Research Studies:

2018- Effect and Safety of xxxxxx x 2.4 mg once weekly as adjunct to Intensive Behavioral Therapy in Subjects with Overweight or Obesity

2018- Effect and safety of xxxxxx 2.4mg once-weekly in subjects with Overweight or Obesity and Type 2 Diabetes.

2018-A Randomized, Double-Blind Parallel Arm Study of the Efficacy and Safety of Investigational xxxxxx Doses When Added to Metformin in Patients with Type 2 Diabetes Mellitus

2017-A real-world, point-of-care, randomized, parallel group, open, 6-month clinical study to evaluate the effect of a digital disease management tool in patients with Type 2 diabetes mellitus

2009- A 52-week Randomized Controlled, Open label Multicentre, Multinational Treat-to-target trial comparing efficacy and safety of xxxx and Insulin Glargine both administered once daily in a basal-bolus Regimen with Insulin xxxxx as Mealtime Insulin ± treatment with metformin, ± Pioglitazone in subjects with Type 2 Diabetes Currently Treated with Insulin Qualifying for Intensified Treatment

2009- A phase II, Randomized, Open Label, 2-way Crossover, Safety Study of Subcutaneously Injected Prandial Insulin-xxxx Compared to Insulin Lispro Injection in Patients with Type I Diabetes.

2005-A Randomized, Open-Label, Multicenter, Comparator-Controlled Study to Examine the Effects of xxxxxx Long Acting Release xxxx on Glucose Control (HbA1c) and Safety in Subjects with Type 2 Diabetes Mellitus Treated with Diet Modification and Exercise and/or Oral Antidiabetic Medications

ENVISION HOSPICE OF WASHINGTON LLC

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**APPENDIX D
DEPRECIATION**

Capital Expense & Depreciation Schedule, Envision Home Health of Washington, LLC

WA HH	Expense	Current 2019	2020	2021	2022	2023
Furnishings	9,751.99	(6,128.43)	(1,393.14)	(1,393.14)	(837.28)	
Phones/ System						
Computer Equipment	1,712.53	(1,076.20)	(342.51)	(293.83)		
Copier/Other						
Total	11,464.52	(7,204.63)	(1,735.65)	(1,686.97)	(837.28)	-
WA HOSPICE 3 Counties						
Furnishings	25,000.00		(3,571.43)	(3,571.43)	(3,571.43)	(3,571.43)
Phones/ System	6,000.00		(1,200.00)	(1,200.00)	(1,200.00)	(1,200.00)
Computer Equipment	3,500.00		(700.00)	(700.00)	(700.00)	(700.00)
Copier/Other	15,100.00		(3,020.00)	(3,020.00)	(3,020.00)	(3,020.00)
Total	49,600.00	-	(8,491.43)	(8,491.43)	(8,491.43)	(8,491.43)
Pierce Hosp Assumption						
Furnishings	3,000.00	-		(428.57)	(428.57)	(428.57)
Phones/ System	1,000.00	-		(200.00)	(200.00)	(200.00)
Computer Equipment	2,250.00	-		(450.00)	(450.00)	(450.00)
Copier/Other	750.00	-		(150.00)	(150.00)	(150.00)
Total	7,000.00	-	-	(1,228.57)	(1,228.57)	(1,228.57)
Kitsap Hosp Assumption						
Furnishings	3,000.00	-		(428.57)	(428.57)	(428.57)
Phones/ System	1,000.00	-		(200.00)	(200.00)	(200.00)
Computer Equipment	2,250.00	-		(450.00)	(450.00)	(450.00)
Copier/Other	750.00	-		(150.00)	(150.00)	(150.00)
Total	7,000.00	-	-	(1,228.57)	(1,228.57)	(1,228.57)

ENVISION HOSPICE OF WASHINGTON LLC

REQUESTS APPROVAL TO EXPAND ITS EXISTING THREE-COUNTY
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APPENDIX E

**TACOMA OFFICE LEASE, ADDENDUM,
LINE-DRAWINGS, & MEMORANDUM OF
UNDERSTANDING ON LEASE EXPENSE
ALLOCATION**

Memorandum of Understanding

Between

Envision Home Health of Washington, LLC and Envision Hospice of Washington, LLC

Whereas Envision Home Health of Washington, LLC (Home Health) currently leases office space in the City of Tacoma, Pierce County in the state of Washington with an address of 1818 S Union Ave Ste 1A, Tacoma, WA 98405 and

Whereas Envision Hospice of Washington, LLC (Hospice) is currently applying for a Certificate of Need for Pierce County and will be in need of office space upon approval and

Whereas Hospice is a wholly owned subsidiary of Home Health, Home Health and Hospice hereby agree that:

1. Upon the approval of Pierce County, 20 % of the current physical space within the existing office on 1818 S. Union Ave in Tacoma will be allocated for use of Hospice as per the application with the Washington Department of Health.
2. For purposes of accounting, the lease expenses will be allocated to Hospice's operating expenses as described in the applications with the Washington Department of Health.
3. Such cost allocation will be done monthly in the internal accounting for Hospice and Home Health.

This Memorandum will become effective as of the date of approval of the Pierce County Certificate of need herein referenced.



Sherie Stewart

Date: January 26, 2021

Manager of Envision Home Health of Washington, LLC and Envision Hospice of Washington, LLC

LEASE AMENDMENT AGREEMENT

This extension of Lease Term is made this 09th day of January between VNJ Enterprises, LLC, a Washington limited liability company (“Landlord”), Envision Home Health of Washington LLC, (“Tenant”) is an amendment to that certain Lease Agreement dated March 16th 2018, by and between VNJ Enterprises, LLC, as Landlord and Envision Home Health of Washington LLC, as Tenant.

As parties hereto, Landlord and Tenant agree:

1. The Commencement Date and the expiration date of the Lease Term is as follows:
 - (a) The date of February 1st 2020 is the Commencement Date of the Lease Term.
 - (b) The Date of January 31st, 2025 is the expiration date of the Lease Term.
2. The monthly Rent is as follows:
 - \$7,317.00 per month for February 1st 2018 – January 31st 2025
 - \$ 7,536.51 per month for Option Year 1
 - \$ 7,762.61 per month for Option Year 2
 - \$ 7,795.49 per month for Option Year 3
 - \$ 8,235.35 per month for Option Year 4
 - \$ 8,482.41 per month for Option Year 5
3. All terms and conditions agreed to in the Lease dated March 16th 2018 still hold for the duration of this lease term.

TENANT

Michelle Gill
BY: Michelle Gill

For: Envision Home Health of Washington LLC

DATE: 9 January 2020

LANDLORD

Vidya Iyengar
BY: Vidya Iyengar

For: VNJ Enterprises LLC

DATE: 9/9/2020
Vidya Iyengar

State of Washington)
County of Pierce)

This certificate is attached to a document described by:

Dated: 01/09/2020, with 1 pages.

On this day personally appeared before me Michele D Gill,
to me known to be the individual, or individuals, described in and who executed the within and
foregoing instrument and acknowledged that he/she/they signed the same as his/her/their free and
voluntary and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this
09 day of January (month), 2020 (year).



x. [Signature]
Jocelyn Barber
Notary Public – State of Washington
My appointment Expires: February 8, 2023



First Western Properties - Tacoma Inc.
 6402 Tacoma Mall Blvd
 Tacoma, WA 98409
 Phone: (253) 472-0404
 Fax: (253) 472-0541

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 Association 2011
 ALL RIGHTS RESERVED



CBA Form GR-LS
 Multi-Tenant Gross Lease
 Rev 1/2011
 Page 1 of 24

LEASE AGREEMENT
 (Multi Tenant Gross Lease)

THIS LEASE AGREEMENT (the "Lease") is entered into and effective as of this 16 day of March, 2018, between VNJ Enterprises, LLC, ("Landlord"), and Envision Home Health of Washington, LLC, ("Tenant"). Landlord and Tenant agree as follows:

1. LEASE SUMMARY.

a. Leased Premises. The leased commercial real estate i) consists of an agreed area of 3,750 rentable square feet and is outlined on the floor plan attached as Exhibit A (the "Premises"); ii) is located on the land legally described on attached Exhibit B; and iii) is commonly known as 1818 S Union Ave (Suite 1A), Tacoma WA 98405 (suite number and address). The Premises do not include, and Landlord reserves, the exterior walls and roof of the Premises; the land beneath the Premises; the pipes and ducts, conduits, wires, fixtures, and equipment above the suspended ceiling; and the structural elements of the building in which the Premises are located (the "Building"). The Building, the land upon which it is situated, all other improvements located on such land, and all common areas appurtenant to the Building are referred to as the "Property." The Building and all other buildings on the Property as of the date of this Lease consist of an agreed area of 10,170 rentable square feet.

b. Lease Commencement Date. The term of this Lease shall be for a period of sixty-four (64) months and shall commence on June 1, 2018 or such earlier or later date as provided in Section 3 (the "Commencement Date"). Tenant shall have no right or option to extend this Lease, unless otherwise set forth in a rider attached to this Lease (e.g., Option to Extend Rider, CBA Form OR).

c. Lease Termination Date. The term of this Lease shall expire at midnight on September 30, 2023 or such earlier or later date as provided in Section 3 (the "Termination Date").

d. Base Rent. The base monthly rent shall be (check one): \$_____, or according to the Rent Rider attached hereto ("Base Rent"). Rent shall be payable at Landlord's address shown in Section 1(h) below, or such other place designated in writing by Landlord.

e. Prepaid Rent. Upon execution of this Lease, Tenant shall deliver to Landlord the sum of \$7,317.00 as prepaid rent, to be applied to the Rent due for months five (5) through _____ of the Lease. *FREE RENT PERIOD IS MONTHS ONE (1) THROUGH FOUR (4) OF THE LEASE.*

f. Security Deposit. Upon execution of this Lease, Tenant shall deliver to Landlord the sum of \$7,317.00 to be held as a security deposit pursuant to Section 5 below. The security deposit shall be in the form of (check one): cash, letter of credit according to the Letter of Credit Rider (CBA Form LCR) attached hereto, or check.

g. Permitted Use. The Premises shall be used only for medical home health office and for no other purpose without the prior written consent of Landlord (the "Permitted Use").

h. Notice and Payment Addresses.

Landlord: VNJ Enterprises, LLC
PO Box 731689
Puyallup, WA 98373-0017
 Fax No.: _____



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 6402 Tacoma Mall Blvd
 Tacoma, WA 98409
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Email: _____

Tenant: Envision Home Health of Washington, LLC.
1818 S Union Ave (Suite 1A)
Tacoma, WA 98405
 Fax No.: _____
 Email: _____

2. PREMISES.

a. Lease of Premises. Landlord leases to Tenant, and Tenant leases from Landlord the Premises upon the terms specified in this Lease.

b. Acceptance of Premises. Except as specified elsewhere in this Lease, Landlord makes no representations or warranties to Tenant regarding the Premises, including the structural condition of the Premises or the condition of all mechanical, electrical, and other systems on the Premises. Except for any tenant improvements to be completed by Landlord as described on attached Exhibit C (the "Landlord's Work"), Tenant shall be responsible for performing any work necessary to bring the Premises into a condition satisfactory to Tenant. By signing this Lease, Tenant acknowledges that it has had adequate opportunity to investigate the Premises; acknowledges responsibility for making any corrections, alterations and repairs to the Premises (other than the Landlord's Work); and acknowledges that the time needed to complete any such items shall not delay the Commencement Date.

c. Tenant Improvements. Attached Exhibit C sets forth all of Landlord's Work, if any, and all tenant improvements to be completed by Tenant (the "Tenant's Work"), if any, that will be performed on the Premises. Responsibility for design, payment and performance of all such work shall be as set forth on attached Exhibit C. If Tenant fails to notify Landlord of any defects in the Landlord's Work within thirty (30) days of delivery of possession to Tenant, Tenant shall be deemed to have accepted the Premises in their then condition. If Tenant discovers any major defects in the Landlord's Work during this 30-day period that would prevent Tenant from using the Premises for the Permitted Use, Tenant shall notify Landlord and the Commencement Date shall be delayed until Landlord has notified Tenant that Landlord has corrected the major defects and Tenant has had five (5) days to inspect and approve the Premises. The Commencement Date shall not be delayed if Tenant's inspection reveals minor defects in the Landlord's Work that will not prevent Tenant from using the Premises for the Permitted Use. Tenant shall prepare a punch list of all minor defects in Landlord's Work and provide the punch list to Landlord, which Landlord shall promptly correct.

3. TERM. The term of this Lease shall commence on the Commencement Date specified in Section 1, or on such earlier or later date as may be specified by notice delivered by Landlord to Tenant advising Tenant that the Premises are ready for possession and specifying the Commencement Date, which shall not be less than 30 days (thirty (30) days if not filled in) following the date of such notice.

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



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

4. RENT.

a. Payment of Rent. Tenant shall pay Landlord without notice, demand, deduction or offset, in lawful money of the United States, the monthly Base Rent stated in Section 1 in advance on or before the first day of each month during the Lease term beginning on (check one): the Commencement Date, or _____ (if no date specified, then on the Commencement Date), and shall also pay any other additional payments due to Landlord ("Additional Rent") (collectively, "rent" or "Rent") when required under this Lease. Payments for any partial month at the beginning or end of the Lease shall be prorated. All payments due to Landlord under this Lease, including late fees and interest, shall also constitute Additional Rent, and upon failure of Tenant to pay any such costs, charges or expenses, Landlord shall have the same rights and remedies as otherwise provided in this Lease for the failure of Tenant to pay rent.

b. Late Charges; Default Interest. If any sums payable by Tenant to Landlord under this Lease are not received within five (5) business days after their due date, Tenant shall pay Landlord an amount equal to the greater of \$100 or five percent (5%) of the delinquent amount for the cost of collecting and handling such late payment in addition to the amount due and as Additional Rent. All delinquent sums payable by Tenant to Landlord and not paid within five (5) business days after their due date shall, at Landlord's option, bear interest at the rate of fifteen percent (15%) per annum, or the highest rate of interest allowable by law, whichever is less (the "Default Rate"). Interest on all delinquent amounts shall be calculated from the original due date to the date of payment.

c. Less Than Full Payment. Landlord's acceptance of less than the full amount of any payment due from Tenant shall not be deemed an accord and satisfaction or compromise of such payment unless Landlord specifically consents in writing to payment of such lesser sum as an accord and satisfaction or compromise of the amount which Landlord claims. Any portion that



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remains to be paid by Tenant shall be subject to the late charges and default interest provisions of this Section.

5. SECURITY DEPOSIT. Upon execution of this Lease, Tenant shall deliver to Landlord the security deposit specified in Section 1 above. Landlord's obligations with respect to the security deposit are those of a debtor and not of a trustee, and Landlord may commingle the security deposit with its other funds. If Tenant breaches any covenant or condition of this Lease, including but not limited to the payment of Rent, Landlord may apply all or any part of the security deposit to the payment of any sum in default and any damage suffered by Landlord as a result of Tenant's breach. Tenant acknowledges, however, that the security deposit shall not be considered as a measure of Tenant's damages in case of default by Tenant, and any payment to Landlord from the security deposit shall not be construed as a payment of liquidated damages for Tenant's default. If Landlord applies the security deposit as contemplated by this Section, Tenant shall, within five (5) days after written demand therefor by Landlord, deposit with Landlord the amount so applied. If Tenant complies with all of the covenants and conditions of this Lease throughout the Lease term, the security deposit shall be repaid to Tenant without interest within thirty (30) days after the surrender of the Premises by Tenant in the condition required by Section 12 of this Lease.

6. USES. The Premises shall be used only for the Permitted Use specified in Section 1 above, and for no other business or purpose without the prior written consent of Landlord. No act shall be done on or around the Premises that is unlawful or that will increase the existing rate of insurance on the Premises, the Building, or the Property, or cause the cancellation of any insurance on the Premises, the Building, or the Property. Tenant shall not commit or allow to be committed any waste upon the Premises, or any public or private nuisance. Tenant shall not do or permit anything to be done on the Premises, the Building, or the Property which will obstruct or interfere with the rights of other tenants or occupants of the Property, or their employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, or to injure or annoy such persons.

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

8. UTILITIES AND SERVICES. Landlord shall provide the Premises the following services: water, HEATING, VENTILATION, AIR CONDITIONING, and electricity for the Premises seven (7) days per week, twenty-four (24) hours per day, and heating, ventilation and air conditioning from _____ a.m. to _____ p.m. Monday through Friday; _____ a.m. to _____ p.m. on Saturday; and _____ a.m. to _____ p.m. on Sunday, and Landlord shall also provide janitorial service to the Premises and Building five (5) nights each week, exclusive of holidays. Heating, ventilation and air conditioning services will also be provided by Landlord to the Premises during additional hours on reasonable notice to Landlord, at Tenant's sole cost and expense, at an hourly rate reasonably established by Landlord from time to time and payable by Tenant, as and when billed, as Additional Rent. If water and electricity services are not separately



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~~metered to the Premises, Tenant shall pay its proportionate share of all charges for any utilities that are jointly metered based on the ratio which the rentable square feet of the Premises bears to the total rentable square feet served by the joint meters. Notwithstanding the foregoing, if Tenant's use of the Premises incurs utility charges which are above those usual and customary for the Permitted Use, Landlord reserves the right to require Tenant to pay a reasonable additional charge for such usage.~~

Tenant shall furnish all other utilities (including, but not limited to, telephone, Internet, and cable service if available) and other services which Tenant requires with respect to the Premises, and shall pay, at Tenant's sole expense, the cost of all utilities separately metered to the Premises, and of all other utilities and other services which Tenant requires with respect to the Premises, except those to be provided by Landlord as described above. Landlord shall not be liable for any loss, injury or damage to person or property caused by or resulting from any variation, interruption, or failure of utilities due to any cause whatsoever, and Rent shall not abate as a result thereof. *ELECTRICITY IS SEPARATELY METERED AND TENANT SHALL BE RESPONSIBLE FOR PAYMENT OF SEPARATELY METERED ELECTRICITY.*

9. TAXES. Tenant shall pay all taxes, assessments, liens and license fees ("Taxes") levied, assessed or imposed by any authority having the direct or indirect power to tax or assess any such liability, related to or required by Tenant's use of the Premises as well as all Taxes on Tenant's personal property located on the Premises. Landlord shall pay all Taxes with respect to the Building and the Property, including any Taxes resulting from a reassessment of the Building or the Property due to a change of ownership or otherwise.

10. COMMON AREAS.

a. Definition. The term "Common Areas" means all areas, facilities and building systems that are provided and designated from time to time by Landlord for the general, non-exclusive use and convenience of Tenant with other tenants and which are not leased or held for the exclusive use of a particular tenant. To the extent that such areas and facilities exist within the Property, Common Areas include hallways, entryways, stairs, elevators, driveways, walkways, terraces, docks, loading areas, restrooms, trash facilities, parking areas and garages, roadways, pedestrian sidewalks, landscaped areas, security areas, lobby or mall areas, common heating, ventilating and air conditioning systems, common electrical service, equipment and facilities, and common mechanical systems, equipment and facilities. Tenant shall comply with reasonable rules and regulations concerning the use of the Common Areas adopted by Landlord from time to time. Without advance notice to Tenant and without any liability to Tenant, Landlord may change the size, use, or nature of any Common Areas, erect improvements on the Common Areas or convert any portion of the Common Areas to the exclusive use of Landlord or selected tenants, so long as Tenant is not thereby deprived of the substantial benefit of the Premises. Landlord reserves the use of exterior walls and the roof, and the right to install, maintain, use, repair and replace pipes, ducts, conduits, and wires leading through the Premises in areas which will not materially interfere with Tenant's use thereof.

b. Use of the Common Areas. Tenant shall have the non-exclusive right, in common with such other tenants to whom Landlord has granted or may grant such rights, to use the Common Areas. Tenant shall abide by rules and regulations adopted by Landlord from time to time and shall use its best efforts to cause its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, to comply with those rules and regulations, and not interfere with the use of Common Areas by others.



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c. **Maintenance of Common Areas.** Landlord shall maintain the Common Areas in good order, condition and repair. In performing such maintenance, Landlord shall use reasonable efforts to minimize interference with Tenant's use and enjoyment of the Premises.

11. ALTERATIONS. Tenant may make alterations, additions or improvements to the Premises, including any Tenant Work identified on attached Exhibit C (the "Alterations"), only with the prior written consent of Landlord, which, with respect to Alterations not affecting the structural components of the Premises or utility systems therein, shall not be unreasonably withheld, conditioned, or delayed. Landlord shall have thirty (30) days in which to respond to Tenant's request for any Alterations so long as such request includes the names of Tenant's contractors and reasonably detailed plans and specifications therefor. The term "Alterations" shall not include the installation of shelves, movable partitions, Tenant's equipment, and trade fixtures that may be performed without damaging existing improvements or the structural integrity of the Premises, the Building, or the Property, and Landlord's consent shall not be required for Tenant's installation or removal of those items. Tenant shall perform all work at Tenant's expense and in compliance with all applicable laws and shall complete all Alterations in accordance with plans and specifications approved by Landlord, using contractors approved by Landlord, and in a manner so as to not unreasonably interfere with other tenants. Tenant shall pay, when due, or furnish a bond for payment (as set forth in Section 19) all claims for labor or materials furnished to or for Tenant at or for use in the Premises, which claims are or may be secured by any mechanics' or materialmen's liens against the Premises or the Property or any interest therein. Tenant shall remove all Alterations at the end of the Lease term unless Landlord conditioned its consent upon Tenant leaving a specified Alteration at the Premises, in which case Tenant shall not remove such Alteration, and it shall become Landlord's property. Tenant shall immediately repair any damage to the Premises caused by removal of Alterations.

12. REPAIRS AND MAINTENANCE; SURRENDER. Tenant shall, at its sole expense, maintain the Premises in good condition and promptly make all non-structural repairs and replacements necessary to keep the Premises safe and in good condition, ~~including all HVAC components and other utilities and systems to the extent exclusively serving the Premises.~~ Landlord shall maintain and repair the Building structure, foundation, subfloor, exterior walls, roof structure and surface, and HVAC components and other utilities and systems serving more than just the Premises, and the Common Areas. Tenant shall not damage any demising wall or disturb the structural integrity of the Premises, the Building, or the Property and shall promptly repair any damage or injury done to any such demising walls or structural elements caused by Tenant or its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees. Notwithstanding anything in this Section to the contrary, Tenant shall not be responsible for any repairs to the Premises made necessary by the negligence or willful misconduct of Landlord or its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees therein. If Tenant fails to perform Tenant's obligations under this Section, Landlord may at Landlord's option enter upon the Premises after ten (10) days' prior notice to Tenant and put the same in good order, condition and repair and the cost thereof together with interest thereon at the default rate set forth in Section 4 shall be due and payable as Additional Rent to Landlord together with Tenant's next installment of Base Rent. Upon expiration of the Lease term, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises, together with all keys, to Landlord in as good condition as when received by Tenant from Landlord or as thereafter improved, reasonable wear and tear and insured casualty excepted.

13. ACCESS AND RIGHT OF ENTRY. After twenty-four (24) hours' notice from Landlord (except in cases of emergency, when no notice shall be required), Tenant shall permit Landlord and its agents, employees and contractors to enter the Premises at all reasonable times to make repairs, inspections, alterations or improvements, provided that Landlord shall use reasonable efforts to minimize interference



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with Tenant's use and enjoyment of the Premises. This Section shall not impose any repair or other obligation upon Landlord not expressly stated elsewhere in this Lease. After reasonable notice to Tenant, Landlord shall have the right to enter the Premises for the purpose of (a) showing the Premises to prospective purchasers or lenders at any time, and to prospective tenants within one hundred eighty (180) days prior to the expiration or sooner termination of the Lease term, and (b) posting "for lease" signs within one hundred eighty (180) days prior to the expiration or sooner termination of the Lease term. *LANDLORD AND TENANT WILL DILIGENTLY WORK TOGETHER TO ALLOW TENANT TO ACCEPT DELIVERIES TO THE PREMISES DURING NON-BUSINESS HOURS.*

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

15. DESTRUCTION OR CONDEMNATION.

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

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

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

If Landlord restores the Premises or the Property under this Section, Landlord shall proceed with reasonable diligence to complete the work, and the base monthly rent shall be abated in the



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

b. Condemnation. If the Premises, the portion of the Building or the Property necessary for Tenant's occupancy, or 50% or more of the rentable area of the Property are made untenable by eminent domain, or conveyed under a threat of condemnation, this Lease shall terminate at the option of either Landlord or Tenant as of the earlier of the date title vests in the condemning authority or the condemning authority first has possession of the Premises or the portion of the Property taken by the condemning authority. All Rents and other payments shall be paid to that date.

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

16. INSURANCE.

a. Tenant's Liability Insurance. During the Lease term, Tenant shall pay for and maintain commercial general liability insurance with broad form property damage and contractual liability endorsements. This policy shall name Landlord, its property manager (if any), and other parties designated by Landlord as additional insureds using an endorsement form acceptable to Landlord, and shall insure Tenant's activities and those of Tenant's employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees with respect to the Premises against loss, damage or liability for personal injury or bodily injury (including death) or loss or damage to property with a combined single limit of not less than \$2,000,000, and a deductible of not more than \$10,000. Tenant's insurance will be primary and noncontributory with any liability insurance carried by Landlord. Landlord may also require Tenant to obtain and maintain business income coverage for at least six (6) months, business



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auto liability coverage, and, if applicable to Tenant's Permitted Use, liquor liability insurance and/or warehouseman's coverage.

b. Tenant's Property Insurance. During the Lease term, Tenant shall pay for and maintain special form clauses of loss coverage property insurance (with coverage for earthquake if required by Landlord's lender and, if the Premises are situated in a flood plain, flood damage) for all of Tenant's personal property, fixtures and equipment in the amount of their full replacement value, with a deductible of not more than \$10,000.

c. Miscellaneous. Tenant's insurance required under this Section shall be with companies rated A-/VII or better in Best's Insurance Guide, and which are admitted in the state in which the Premises are located. No insurance policy shall be cancelled or reduced in coverage and each such policy shall provide that it is not subject to cancellation or a reduction in coverage except after thirty (30) days prior notice to Landlord. Tenant shall deliver to Landlord upon commencement of the Lease and from time to time thereafter, copies of the insurance policies or evidence of insurance and copies of endorsements required by this Section. In no event shall the limits of such policies be considered as limiting the liability of Tenant under this Lease. If Tenant fails to acquire or maintain any insurance or provide any policy or evidence of insurance required by this Section, and such failure continues for three (3) days after notice from Landlord, Landlord may, but shall not be required to, obtain such insurance for Landlord's benefit and Tenant shall reimburse Landlord for the costs of such insurance upon demand. Such amounts shall be Additional Rent payable by Tenant hereunder and in the event of non-payment thereof, Landlord shall have the same rights and remedies with respect to such non-payment as it has with respect to any other non-payment of Rent hereunder.

d. Landlord's Insurance. Landlord shall carry special form clauses of loss coverage property insurance of the Building shell and core in the amount of their full replacement value, and such other insurance of such types and amounts as Landlord, in its discretion, shall deem reasonably appropriate.

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

17. INDEMNIFICATION.

a. Indemnification by Tenant. Tenant shall defend, indemnify, and hold Landlord harmless against all liabilities, damages, costs, and expenses, including attorneys' fees, for personal injury, bodily injury (including death) or property damage arising from any negligent or wrongful act or omission of Tenant or Tenant's employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees on or around the Premises or the Property, or arising from any breach of this Lease by Tenant. Tenant shall use legal counsel reasonably acceptable to Landlord in defense of any action within Tenant's defense obligation.



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b. Indemnification by Landlord. Landlord shall defend, indemnify and hold Tenant harmless against all liabilities, damages, costs, and expenses, including attorneys' fees, for personal injury, bodily injury (including death) or property damage arising from any negligent or wrongful act or omission of Landlord or Landlord's employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees on or around the Premises or the Property, or arising from any breach of this Lease by Landlord. Landlord shall use legal counsel reasonably acceptable to Tenant in defense of any action within Landlord's defense obligation.

c. Waiver of Immunity. Landlord and Tenant each specifically and expressly waive any immunity that each may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Neither party's indemnity obligations under this Lease shall be limited by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under the Worker Compensation Acts, Disability Benefit Acts or other employee benefit acts.

d. Exemption of Landlord from Liability. Except to the extent of claims arising out of Landlord's gross negligence or intentional misconduct, Landlord shall not be liable for injury to Tenant's business or assets or any loss of income therefrom or for damage to any property of Tenant or of its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, other licensees or invitees, or any other person in or about the Premises or the Property.

e. Survival. The provisions of this Section shall survive expiration or termination of this Lease.

18. ASSIGNMENT AND SUBLETTING. Tenant shall not assign, sublet, mortgage, encumber or otherwise transfer any interest in this Lease (collectively referred to as a "Transfer") or any part of the Premises, without first obtaining Landlord's written consent, which shall not be unreasonably withheld, conditioned, or delayed. No Transfer shall relieve Tenant of any liability under this Lease notwithstanding Landlord's consent to such Transfer. Consent to any Transfer shall not operate as a waiver of the necessity for Landlord's consent to any subsequent Transfer. In connection with each request for consent to a Transfer, Tenant shall pay the reasonable cost of processing same, including attorneys' fees, upon demand of Landlord, up to a maximum of \$1,250.

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

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

19. LIENS. Tenant shall not subject the Landlord's estate to any liens or claims of lien. Tenant shall keep the Premises free from any liens created by or through Tenant. Tenant shall indemnify and hold Landlord harmless from liability for any such liens including, without limitation, liens arising from any Alterations. If a lien is filed against the Premises by any person claiming by, through or under Tenant, Tenant shall, within ten (10) days after Landlord's demand, at Tenant's expense, either remove the lien or



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furnish to Landlord a bond in form and amount and issued by a surety satisfactory to Landlord, indemnifying Landlord and the Premises against all liabilities, costs and expenses, including attorneys' fees, which Landlord could reasonably incur as a result of such lien.

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

a. Failure To Pay. Failure by Tenant to pay any sum, including Rent, due under this Lease following five (5) days' notice from Landlord of the failure to pay.

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

c. Insolvency. Tenant's insolvency or bankruptcy (whether voluntary or involuntary); or appointment of a receiver, assignee or other liquidating officer for Tenant's business; provided, however, that in the event of any involuntary bankruptcy or other insolvency proceeding, the existence of such proceeding shall constitute an Event of Default only if such proceeding is not dismissed or vacated within sixty (60) days after its institution or commencement.

d. Levy or Execution. The taking of Tenant's interest in this Lease or the Premises, or any part thereof, by execution or other process of law directed against Tenant, or attachment of Tenant's interest in this Lease by any creditor of Tenant, if such attachment is not discharged within fifteen (15) days after being levied.

e. Other Non-Monetary Defaults. The breach by Tenant of any agreement, term or covenant of this Lease other than one requiring the payment of money and not otherwise enumerated in this Section or elsewhere in this Lease, which breach continues for a period of thirty (30) days after notice by Landlord to Tenant of the breach.

f. Failure to Take Possession. Failure by Tenant to take possession of the Premises on the Commencement Date or failure by Tenant to commence any Tenant Improvement in a timely fashion.

Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event less than thirty (30) days after notice by Tenant to Landlord. If Landlord fails to cure any such default within the allotted time, Tenant's sole remedy shall be to seek actual money damages (but not consequential or punitive damages) for loss arising from Landlord's failure to discharge its obligations under this Lease. Nothing herein contained shall relieve Landlord from its duty to perform of any of its obligations to the standard prescribed in this Lease.

Any notice periods granted herein shall be deemed to run concurrently with and not in addition to any default notice periods required by law.

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



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a. **Termination of Lease.** Landlord may terminate Tenant's interest under the Lease, but no act by Landlord other than notice of termination from Landlord to Tenant shall terminate this Lease. The Lease shall terminate on the date specified in the notice of termination. Upon termination of this Lease, Tenant will remain liable to Landlord for damages in an amount equal to the rent and other sums that would have been owing by Tenant under this Lease for the balance of the Lease term, less the net proceeds, if any, of any re-letting of the Premises by Landlord subsequent to the termination, after deducting all of Landlord's Reletting Expenses (as defined below). Landlord shall be entitled to either collect damages from Tenant monthly on the days on which rent or other amounts would have been payable under the Lease, or alternatively, Landlord may accelerate Tenant's obligations under the Lease and recover from Tenant: (i) unpaid rent which had been earned at the time of termination; (ii) the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of rent loss that Tenant proves could reasonably have been avoided; (iii) the amount by which the unpaid rent for the balance of the term of the Lease after the time of award exceeds the amount of rent loss that Tenant proves could reasonably be avoided (discounting such amount by the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus 1%); and (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under the Lease, or which in the ordinary course would be likely to result from the Event of Default, including without limitation Reletting Expenses described below.

b. **Re-Entry and Reletting.** Landlord may continue this Lease in full force and effect, and without demand or notice, re-enter and take possession of the Premises or any part thereof, expel the Tenant from the Premises and anyone claiming through or under the Tenant, and remove the personal property of either. Landlord may relet the Premises, or any part of them, in Landlord's or Tenant's name for the account of Tenant, for such period of time and at such other terms and conditions as Landlord, in its discretion, may determine. Landlord may collect and receive the rents for the Premises. To the fullest extent permitted by law, the proceeds of any reletting shall be applied: first, to pay Landlord all Reletting Expenses (defined below); second, to pay any indebtedness of Tenant to Landlord other than rent; third, to the rent due and unpaid hereunder; and fourth, the residue, if any, shall be held by Landlord and applied in payment of other or future obligations of Tenant to Landlord as the same may become due and payable, and Tenant shall not be entitled to receive any portion of such revenue. Re-entry or taking possession of the Premises by Landlord under this Section shall not be construed as an election on Landlord's part to terminate this Lease, unless a notice of termination is given to Tenant. Landlord reserves the right following any re-entry or reletting, or both, under this Section to exercise its right to terminate the Lease. Tenant will pay Landlord the rent and other sums which would be payable under this Lease if repossession had not occurred, less the net proceeds, if any, after reletting the Premises and after deducting Landlord's Reletting Expenses. "Reletting Expenses" are defined to include all expenses incurred by Landlord in connection with reletting the Premises, including without limitation, all repossession costs, brokerage commissions and costs of securing new tenants, attorneys' fees, remodeling and repair costs, costs for removing persons or property, costs for storing Tenant's property and equipment, and costs of tenant improvements and rent concessions granted by Landlord to any new Tenant, prorated over the life of the new lease

c. **Waiver of Redemption Rights.** Tenant, for itself, and on behalf of any and all persons claiming through or under Tenant, including creditors of all kinds, hereby waives and surrenders all rights and privileges which they may have under any present or future law, to redeem the Premises or to have a continuance of this Lease for the Lease term or any extension thereof.



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d. **Nonpayment of Additional Rent.** All costs which Tenant is obligated to pay to Landlord pursuant to this Lease shall in the event of nonpayment be treated as if they were payments of Rent, and Landlord shall have the same rights it has with respect to nonpayment of Rent.

e. **Failure to Remove Property.** If Tenant fails to remove any of its property from the Premises at Landlord's request following an uncured Event of Default, Landlord may, at its option, remove and store the property at Tenant's expense and risk. If Tenant does not pay the storage cost within five (5) days of Landlord's request, Landlord may, at its option, have any or all of such property sold at public or private sale (and Landlord may become a purchaser at such sale), in such manner as Landlord deems proper, without notice to Tenant. Landlord shall apply the proceeds of such sale: (i) to the expense of such sale, including reasonable attorneys' fees actually incurred; (ii) to the payment of the costs or charges for storing such property; (iii) to the payment of any other sums of money which may then be or thereafter become due Landlord from Tenant under any of the terms hereof; and (iv) the balance, if any, to Tenant. Nothing in this Section shall limit Landlord's right to sell Tenant's personal property as permitted by law or to foreclose Landlord's lien for unpaid rent.

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

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

24. HOLDOVER. If Tenant shall, without the written consent of Landlord, remain in possession of the Premises and fail to return the Premises to Landlord after the expiration or termination of this Lease, the tenancy shall be a holdover tenancy and shall be on a month-to-month basis, which may be terminated according to Washington law. During such tenancy, Tenant agrees to pay to Landlord 150% of the rate of rental last payable under this Lease, unless a different rate is agreed upon by Landlord. All other terms of the Lease shall remain in effect. Tenant acknowledges and agrees that this Section does not grant any right to Tenant to holdover, and that Tenant may also be liable to Landlord for any and all damages or expenses which Landlord may have to incur as a result of Tenant's holdover.

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



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and payment of rent set forth in Section 1 may be modified by either party only by notice delivered in conformance with this Section.

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

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

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

29. LANDLORD'S LIABILITY. Anything in this Lease to the contrary notwithstanding, covenants, undertakings and agreements herein made on the part of Landlord are made and intended not as personal covenants, undertakings and agreements for the purpose of binding Landlord personally or the assets of Landlord but are made and intended for the purpose of binding only the Landlord's interest in the Premises, as the same may from time to time be encumbered. In no event shall Landlord or its partners, shareholders, or members, as the case may be, ever be personally liable hereunder.

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



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

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

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

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

33. MERGER. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger and shall, at the option of Landlord, terminate all or any existing



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subtenancies or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such subtenancies.

34. GENERAL.

a. **Heirs and Assigns.** This Lease shall apply to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns.

b. **Brokers' Fees.** Tenant represents and warrants to Landlord that except for Tenant's Broker, if any, described and disclosed in Section 36 of this Lease), it has not engaged any broker, finder or other person who would be entitled to any commission or fees for the negotiation, execution or delivery of this Lease and shall indemnify and hold harmless Landlord against any loss, cost, liability or expense incurred by Landlord as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Tenant. Landlord represents and warrants to Tenant that except for Landlord's Broker, if any, described and disclosed in Section 36, it has not engaged any broker, finder or other person who would be entitled to any commission or fees for the negotiation, execution or delivery of this Lease and shall indemnify and hold harmless Tenant against any loss, cost, liability or expense incurred by Tenant as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Landlord.

c. **Entire Agreement.** This Lease contains all of the covenants and agreements between Landlord and Tenant relating to the Premises. No prior or contemporaneous agreements or understandings pertaining to the Lease shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or amended except in writing, signed by Landlord and Tenant.

d. **Severability.** Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision of this Lease.

e. **Force Majeure.** Time periods for either party's performance under any provisions of this Lease (excluding payment of Rent) shall be extended for periods of time during which the party's performance is prevented due to circumstances beyond such party's control, including without limitation, fires, floods, earthquakes, lockouts, strikes, embargoes, governmental regulations, acts of God, public enemy, war or other strife.

f. **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Washington.

g. **Memorandum of Lease.** Neither this Lease nor any memorandum or "short form" thereof shall be recorded without Landlord's prior consent.

h. **Submission of Lease Form Not an Offer.** One party's submission of this Lease to the other for review shall not constitute an offer to lease the Premises. This Lease shall not become effective and binding upon Landlord and Tenant until it has been fully signed by both of them.

i. **No Light, Air or View Easement.** Tenant has not been granted an easement or other right for light, air or view to or from the Premises. Any diminution or shutting off of light, air or



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view by any structure which may be erected on or adjacent to the Building shall in no way effect this Lease or the obligations of Tenant hereunder or impose any liability on Landlord.

j. Authority of Parties. Each party signing this Lease represents and warrants to the other that it has the authority to enter into this Lease, that the execution and delivery of this Lease has been duly authorized, and that upon such execution and delivery, this Lease shall be binding upon and enforceable against the party on signing.

k. Time. "Day" as used herein means a calendar day and "business day" means any day on which commercial banks are generally open for business in the state where the Premises are situated. Any period of time which would otherwise end on a non-business day shall be extended to the next following business day. Time is of the essence of this Lease.

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

- Exhibit A: Floor Plan/Outline of the Premises
- Exhibit B: Legal Description of the Property
- Exhibit C: Tenant Improvement Schedule

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

- Rent Rider
- Arbitration Rider
- Letter of Credit Rider
- Guaranty of Tenant's Lease Obligations Rider
- Parking Rider
- Option to Extend Rider
- Rules and Regulations

36. AGENCY DISCLOSURE. At the signing of this Lease, Landlord is represented by First Western Properties - Tacoma, Inc. (insert both the name of the Broker and the Firm as licensed) (the "Landlord's Broker"); and Tenant is represented by Jameson Sullivan of First Western Properties - Tacoma, Inc. (insert both the name of the Broker and the Firm as licensed) (the "Tenant's Broker").

This Agency Disclosure creates an agency relationship between Landlord, Landlord's Broker (if any such person is disclosed), and any managing brokers who supervise Landlord Broker's performance (collectively the "Supervising Brokers"). In addition, this Agency Disclosure creates an agency relationship between Tenant, Tenant's Broker (if any such person is disclosed), and any managing brokers who supervise Tenant's Broker's performance (also collectively the "Supervising Brokers"). If Tenant's Broker and Landlord's Broker are different real estate licensees affiliated with the same Firm, then both Tenant and Landlord confirm their consent to that Firm and both Tenant's and Landlord's Supervising Brokers acting as dual agents. If Tenant's Broker and Landlord's Broker are the same real estate licensee who represents both parties, then both Landlord and Tenant acknowledge that the Broker, his or her Supervising Brokers, and his or her Firm are acting as dual agents and hereby consent to such dual agency. If Tenant's Broker, Landlord's Broker, their Supervising Brokers, or their Firm are dual agents, Landlord and Tenant consent to Tenant's Broker, Landlord's Broker and their Firm being



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compensated based on a percentage of the rent or as otherwise disclosed on an attached addendum. Neither Tenant's Broker, Landlord's Broker nor either of their Firms are receiving compensation from more than one party to this transaction unless otherwise disclosed on an attached addendum, in which case Landlord and Tenant consent to such compensation. Landlord and Tenant confirm receipt of the pamphlet entitled "The Law of Real Estate Agency."

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

- \$ _____
- _____% of the gross rent payable pursuant to the Lease
- \$ _____ per square foot of the Premises
- Other Per separate agreement.

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

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

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

38. BROKER PROVISIONS.

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



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

M-dry sign
 LANDLORD:

Michèle Hill
 TENANT:

 LANDLORD:

 TENANT:

Vidya Iyengar
 BY:

Michele Gill
 BY:

Member
 ITS:

Authorized Signature
 ITS:



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STATE OF WASHINGTON

COUNTY OF Pierce

ss.

I certify that I know or have satisfactory evidence that Vidya Iwengar is the person who appeared before me and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Member of VNI Enterprises, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 2nd day of April, 2019



Heather Mae Ramirez
 (Signature of Notary)

Heather Mae Ramirez
 (Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
 residing at Spanaway
 My appointment expires 4/24/21

STATE OF WASHINGTON

COUNTY OF Pierce

ss.

I certify that I know or have satisfactory evidence that Michele Gill is the person who appeared before me and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Individual of Michele Gill to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 2nd day of April, 2019



Heather Mae Ramirez
 (Signature of Notary)

Heather Mae Ramirez
 (Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
 residing at Spanaway
 My appointment expires 4/24/21



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STATE OF WASHINGTON

ss.

COUNTY OF _____

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged that _____ signed this instrument, on oath stated that _____ was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 20__.

 (Signature of Notary)

 (Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
 residing at _____
 My appointment expires _____

STATE OF WASHINGTON

ss.

COUNTY OF _____

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged that _____ signed this instrument, on oath stated that _____ was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 20__.

 (Signature of Notary)

 (Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
 residing at _____
 My appointment expires _____



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EXHIBIT A

[Floor Plan/Outline of the Premises]

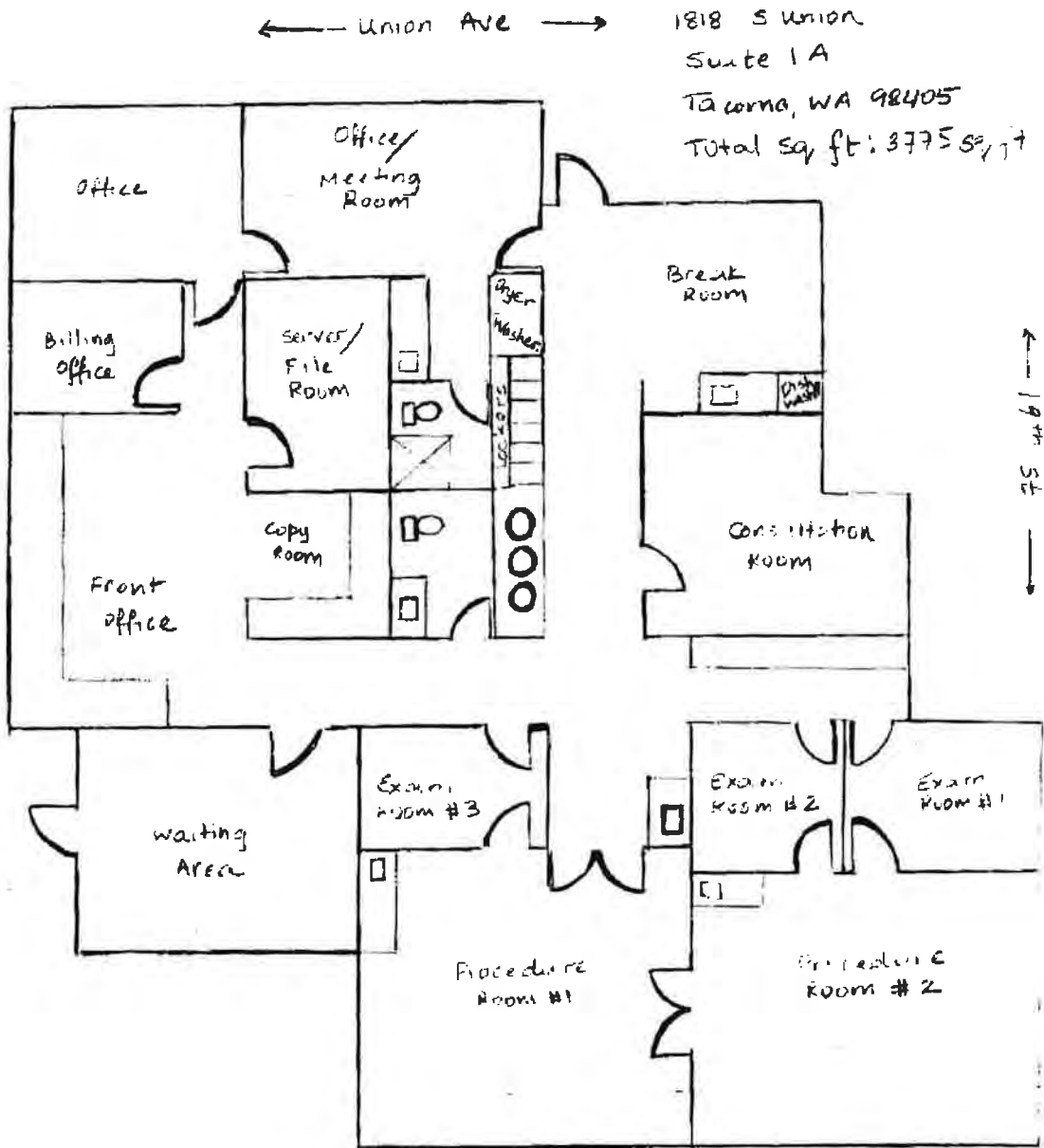


Exhibit A



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EXHIBIT B

[Legal Description of the Property]

Property Details		Taxpayer Details	
Parcel Number:	3175001171	Taxpayer Name:	VNJ ENTERPRISES LLC
Site Address:	1818 S UNION AV	Mailing Address:	PO BOX 111750 TACOMA WA 98411-1750
Account Type:	Real Property		
Category:	Land and Improvements		
Use Code:	6511-MEDICAL OFFICES SERVICES		
Appraisal Details		Assessment Details	
Value Area:	PI6	2015 Values for 2016 Tax	
Appr Acct Type:	Commercial	Taxable Value:	1,131,000
Business Name:	1818 PROFESSIONAL BLDG	Assessed Value:	1,131,000
Last Inspection:	07/17/2012 - Physical Inspection		
Related Parcels			
Group Account Number:	<u>812</u>		
Mobile/MFG Home and Personal Property parcel(s) located on this parcel:	<u>1200112714 2000200582 2000202301</u>		
Real parcel on which this parcel is located:	n/a		
Tax Description			
Section 06 Township 20 Range 03 Quarter 33 CONGDONS: CONGDONS L 1 THRU 5, PART OF L 6 B 53 LESS ST AS WIDENED BY WD # 2193476 TOG/W PART ALLEY VAC TOG/W POR OF VAC W UNION AVE UNDER FEE #2342015 EASE OF RECORD SEG F 0260			



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EXHIBIT C

[Tenant Improvement Schedule]

1. Tenant Improvements to be Completed by Landlord

Tenant shall take delivery of the Premises in its AS IS condition with all systems in "Good Working" condition.

2. Tenant Improvements to be Completed by Tenant

Tenant shall be permitted to make all alterations and improvements necessary for Tenant's use of the Premises. All Tenant Improvements to be Completed by Tenant shall be subject to Landlord written approval, which shall not be unreasonably withheld or denied.



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CBA Form LA
 Lease Addendum
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**ADDENDUM/AMENDMENT TO
 CBA LEASES**

CBA Text Disclaimer: Text deleted by licensee indicated by strike.

The following is part of the Commercial Lease Agreement dated March 16, 2018,

Between VNJ Enterprises, LLC. ("Landlord")

And Envision Home Health of Washington, LLC ("Tenant")

regarding the lease of the Property known as: 1818 S Union Ave, Tacoma WA 98405

IT IS AGREED BETWEEN THE LANDLORD AND TENANT AS FOLLOWS: _____

TENANT IMPROVEMENT ALLOWANCE: Landlord shall reimburse Tenant with up to twenty-two thousand five hundred dollars (\$22,500.00) for Tenant's interior improvements. Landlord shall reimburse Tenant within thirty (30) days of: i) Tenant providing lien waivers, ii) receipts, iii) as-built drawings, and iv) Tenant opening.

SIGNAGE: Tenant may install a sign on the building façade, subject to Landlord Sign Criteria. Tenant shall submit all sign proposals to Landlord in writing for approval prior to submitting sign to governing authority for approval, fabrication, or installation.

ACCESS: Tenant shall have access to the Premises 24 hours per day, 365 days per year.

AGENT (COMPANY): _____ By: _____

ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged.

INITIALS:
 Landlord/Lessor: N. Long Date 4/2/18 Tenant/Lessee: MA Date 4/2/2018
 Landlord/Lessor: _____ Date _____ Tenant/Lessee: _____ Date _____



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CBA Form OR
 Option to Extend Rider
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OPTION TO EXTEND RIDER

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This Option to Extend Rider ("Rider") is made part of the lease agreement dated March 16, 2018 (the "Lease") between VNJ Enterprises, LLC, ("Landlord") and Envision Home Health of Washington, LLC, ("Tenant") concerning the leased space commonly known as 1818 S Union Ave (Suite 1A), Tacoma WA 98405 (the "Premises"), located at the property commonly known as 1818 S Union Ave, Tacoma WA 98405 (the "Property").

1. **Extension of Lease.** Provided Tenant is not in default of any provision of the Lease at the time that Tenant exercises the right to extend the Lease or at the time the new term begins, Tenant shall have one (1) (zero if not completed) ~~successive~~ options to extend the term of the Lease for no less than one (1) year and no more than five (5) years each. The term of the Lease shall be extended on the same terms, conditions and covenants set forth in the Lease, except that (i) the amount of the Base Rent stated in the Lease shall be adjusted as set forth below (provided, however, that Base Rent shall not be decreased); (ii) there shall be no free or abated rent periods, tenant improvement allowances or other concessions that may have been granted to Tenant at the beginning of the initial term hereof; and (iii) after exercise of Tenant's final extension term option, there shall be no further extension or renewal term options.
2. **Notice.** To extend the Lease, Tenant must deliver written notice to Landlord not less than one hundred eighty (180) days prior to the expiration of the then-current Lease term. Time is of the essence of this Rider.
3. **Monthly Rent.** ~~PER RENT RIDER. Landlord and Tenant shall make a good faith effort to determine and agree on the fair market value of rent for the Premises for the next term of the Lease.~~
 - a. ~~**Failure to Agree on Rent.** If Landlord and Tenant are unable to agree on the fair market rental value for the Premises within thirty (30) days after Tenant gives notice to extend, they shall then have ten (10) days to select or, appoint one real estate appraiser to determine the fair market value of rent for the Premises. All appraisers selected or appointed pursuant to this Rider shall be a Member of the American Institute of Real Estate Appraisers ("M.A.I.") with at least ten (10) years experience appraising commercial properties in the commercial leasing market in which the Premises are located, or equivalent. The appraiser appointed shall determine the fair market rental value for the Premises within twenty (20) days of appointment, which determination shall be final, conclusive, and binding upon both Landlord and Tenant, and Base Rent shall be adjusted accordingly for the new term. The appraiser's fees and expenses shall be shared equally between the parties.~~
 - b. ~~**Failure to Appoint One Appraiser.** If Landlord and Tenant cannot mutually agree upon an appraiser, then either party may give the other party written notice that it has selected and appointed an M.A.I. appraiser, complete with the name, address, and other identifying information about the appraiser. The party receiving such notice shall then have ten (10) days to select and appoint its own M.A.I. appraiser and respond by giving written notice to the other party, complete with the name, address, and other identifying information about the appraiser. If, however, the responding party fails to select and appoint an appraiser and give notice to the other party within ten (10) days, the determination of the appraiser first appointed shall be final, conclusive and binding upon both parties, and the Base Rent shall be adjusted accordingly for the new term. The appraiser's fees and expenses shall be shared equally between the parties.~~
 - c. ~~**Method of Determining Rent.** The appraisers appointed shall proceed to determine fair market rental value within twenty (20) days following their appointment. The conclusion shall be final, conclusive and binding upon both Landlord and Tenant. If the appraisers should fail to agree, but the difference in their conclusions as to fair market rental value is ten percent (10%) or less of the lower of the two appraisals, then the fair market rental value shall be deemed to be the average of the two, and Base Rent shall be adjusted~~

INITIALS: LANDLORD Naly DATE 4/2/18 TENANT MA DATE 4/2/2018
 LANDLORD _____ DATE _____ TENANT _____ DATE _____



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OPTION TO EXTEND RIDER

accordingly for the new term. If the two appraisers should fail to agree on the fair market rental value, and the difference between the two appraisals exceeds ten percent (10%) of the lower of the two appraisals, then the two appraisers shall appoint a third M.A.I. qualified appraiser. If they fail to agree on a third appraiser within ten (10) days after their individual determination of the fair market rental value, either party may apply to the courts for the county in which the Premises are located, requesting the appointment of a the third M.A.I. qualified appraiser. The third appraiser shall promptly determine the fair market rental value of the Premises. The parties shall then take the average of the two appraisals that are closest in value, which shall then constitute the fair market value; shall be final, conclusive and binding upon both parties; and Base Rent shall be adjusted accordingly for the new term. Each party shall pay the fees and expenses for its own appraiser. In the event a third appraiser must be appointed, his or her fees and expenses shall be borne equally by the parties.

INITIALS: LANDLORD Mdy DATE 4/2/18 TENANT MY DATE 4/2/2018
 LANDLORD _____ DATE _____ TENANT _____ DATE _____



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 Rent Rider
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RENT RIDER

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This Rent Rider ("Rider") is a part of the lease agreement dated March 16, 2018 (the "Lease") between VNJ Enterprises, LLC ("Landlord") and Envision Home Health of Washington, LLC ("Tenant") concerning the space commonly known as 1818 S Union Ave (Suite 1A), Tacoma WA 98405 (the "Premises"), located at the property commonly known as 1818 S Union Ave, Tacoma WA 98405 (the "Property").

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

Lease Year (Stated in Years or Months)	Base Monthly Rent Amount
<u>Months 1-4</u>	<u>\$0.00</u>
<u>Months 5-64</u>	<u>\$7,317.00 (plus electricity)</u>
<u>Option Year 1</u>	<u>\$7,536.51</u>
<u>Option Year 2</u>	<u>\$7,762.61</u>
<u>Option Year 3</u>	<u>\$7,995.49</u>
<u>Option Year 4</u>	<u>\$8,235.35</u>
<u>OPTION YEAR 5</u>	<u>\$8,482.41</u>

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

INITIALS: LANDLORD MDJ DATE 4/2/18 TENANT MS DATE 4/2/2018
 LANDLORD _____ DATE _____ TENANT _____ DATE _____

**RESOLUTION OF MANAGER
of
ENVISION HOME HEALTH OF WASHINGTON, LLC**

The undersigned, acting as Manager of ENVISION HOME HEALTH OF WASHINGTON, LLC, a Washington limited liability company (the "Company"), hereby adopts the following resolution:

RESOLVED, that Michele Gill is hereby authorized to execute and deliver on behalf of the Company any and all documents, and agreements, deemed necessary or appropriate to effectuate a lease on the following property in Pierce County in the State of Washington: 1818 S Union Ave (Suite 1A), Tacoma WA 98405. A person who in good faith enters into a transaction in reliance upon this Resolution may enforce the transaction against the Company as if the representations contained herein are correct.

Rhett Andersen acting as Manager of the Company, has executed this resolution this 30th day of March 2018.



Rhett Andersen, Manager
Envision Home Health of Washington, LLC

Initial


Initial


Memorandum of Understanding

Between

Envision Home Health of Washington, LLC and Envision Hospice of Washington, LLC

Whereas Envision Home Health of Washington, LLC (Home Health) currently leases office space in the City of Tacoma, Pierce County in the state of Washington with an address of 1818 S Union Ave Ste 1A, Tacoma, WA 98405 and

Whereas Envision Hospice of Washington, LLC (Hospice) is currently applying for a Certificate of Need for Pierce County and will be in need of office space upon approval and

Whereas Hospice is a wholly owned subsidiary of Home Health, Home Health and Hospice hereby agree that:

1. Upon the approval of Pierce County, 20 % of the current physical space within the existing office on 1818 S. Union Ave in Tacoma will be allocated for use of Hospice as per the application with the Washington Department of Health.
2. For purposes of accounting, the lease expenses will be allocated to Hospice's operating expenses as described in the applications with the Washington Department of Health.
3. Such cost allocation will be done monthly in the internal accounting for Hospice and Home Health.

This Memorandum will become effective as of the date of approval of the Pierce County Certificate of need herein referenced.



Sherie Stewart

Date: January 26, 2021

Manager of Envision Home Health of Washington, LLC and Envision Hospice of Washington, LLC

ENVISION HOSPICE OF WASHINGTON LLC

REQUESTS APPROVAL TO EXPAND ITS EXISTING THREE-COUNTY
PUGET SOUND AREA HOSPICE TO ALSO PROVIDE MEDICARE-
CERTIFIED AND MEDICAID-APPROVED HOSPICE CARE TO
RESIDENTS OF PIERCE COUNTY, WASHINGTON.

APPENDIX F

**DOH 20-21 HOSPICE NEED METHOD,
NOVEMBER 2021**

&

**DOH 2020-2021 HOSPICE NEED
EXTENDED THROUGH 2024**

Department of Health
2020-2021 Hospice Numeric Need Methodology
Posted October 30, 2020



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

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

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

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

Hospice admissions ages 0-64	
Year	Admissions
2017	3,757
2018	4,114
2019	3,699
average: 3,857	

Deaths ages 0-64	
Year	Deaths
2017	14,113
2018	14,055
2019	14,047
average: 14,072	

Use Rates	
0-64	27.41%
65+	60.52%

Hospice admissions ages 65+	
Year	Admissions
2017	26,365
2018	26,207
2019	26,017
average: 26,196	

Deaths ages 65+	
Year	Deaths
2017	42,918
2018	42,773
2019	44,159
average: 43,283	

Department of Health
2020-2021 Hospice Numeric Need Methodology
 Posted October 30, 2020



WAC246-310-290(8)(b) Step 2:

Calculate the average number of total resident deaths over the last three years for each planning area by age cohort.

0-64				
County	2017	2018	2019	2017-2019 Average Deaths
Adams	38	28	35	34
Asotin	49	52	54	52
Benton	385	331	346	354
Chelan	124	130	137	130
Clallam	180	191	186	186
Clark	883	874	887	881
Columbia	19	6	7	11
Cowlitz	351	300	294	315
Douglas	71	51	63	62
Ferry	30	28	20	26
Franklin	133	145	123	134
Garfield	6	5	5	5
Grant	203	195	197	198
Grays Harbor	238	227	251	239
Island	166	135	167	156
Jefferson	69	64	72	68
King	3,256	3,264	3,275	3,265
Kitsap	485	515	557	519
Kittitas	91	68	90	83
Klickitat	63	58	46	56
Lewis	210	227	210	216
Lincoln	20	25	25	23
Mason	169	158	167	165
Okanogan	119	103	119	114
Pacific	88	64	66	73
Pend Oreille	34	43	31	36
Pierce	1,936	1,964	1,911	1,937
San Juan	18	19	20	19
Skagit	271	231	229	244
Skamania	16	27	19	21
Snohomish	1,483	1,533	1,533	1,516
Spokane	1,147	1,177	1,143	1,156
Stevens	96	113	112	107
Thurston	530	554	525	536
Wahkiakum	3	13	11	9
Walla Walla	123	110	118	117
Whatcom	367	360	394	374
Whitman	57	66	47	57
Yakima	586	601	555	581

65+				
County	2017	2018	2019	2017-2019 Average Deaths
Adams	78	72	93	81
Asotin	190	214	222	209
Benton	1,081	1,125	1,154	1,120
Chelan	556	573	626	585
Clallam	842	871	955	889
Clark	2,579	2,767	2,987	2,778
Columbia	116	43	52	70
Cowlitz	917	840	951	903
Douglas	232	255	270	252
Ferry	60	55	64	60
Franklin	284	278	313	292
Garfield	17	30	21	23
Grant	509	524	508	514
Grays Harbor	622	647	659	643
Island	630	675	642	649
Jefferson	308	336	338	327
King	10,039	9,917	10,213	10,056
Kitsap	1,780	1,713	1,811	1,768
Kittitas	237	239	266	247
Klickitat	151	158	160	156
Lewis	721	730	722	724
Lincoln	105	94	89	96
Mason	550	526	548	541
Okanogan	350	332	358	347
Pacific	262	279	265	269
Pend Oreille	133	130	125	129
Pierce	5,019	4,926	5,002	4,982
San Juan	115	114	127	119
Skagit	1,007	1,001	1,018	1,009
Skamania	65	56	87	69
Snohomish	4,118	4,055	4,081	4,085
Spokane	3,527	3,556	3,545	3,543
Stevens	376	373	345	365
Thurston	1,768	1,823	1,908	1,833
Wahkiakum	37	33	53	41
Walla Walla	501	445	450	465
Whatcom	1,329	1,252	1,461	1,347
Whitman	236	199	219	218
Yakima	1,471	1,517	1,451	1,480

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WAC246-310-290(8)(c) Step 3.

Multiply each hospice use rate determined in Step 1 by the planning areas' average total resident deaths determined in Step 2, separated by age cohort.

0-64		
County	2017-2019 Average Deaths	Projected Patients: 27.38% of Deaths
Adams	34	9
Asotin	52	14
Benton	354	97
Chelan	130	36
Clallam	186	51
Clark	881	242
Columbia	11	3
Cowlitz	315	86
Douglas	62	17
Ferry	26	7
Franklin	134	37
Garfield	5	1
Grant	198	54
Grays Harbor	239	65
Island	156	43
Jefferson	68	19
King	3,265	895
Kitsap	519	142
Kittitas	83	23
Klickitat	56	15
Lewis	216	59
Lincoln	23	6
Mason	165	45
Okanogan	114	31
Pacific	73	20
Pend Oreille	36	10
Pierce	1,937	531
San Juan	19	5
Skagit	244	67
Skamania	21	6
Snohomish	1,516	416
Spokane	1,156	317
Stevens	107	29
Thurston	536	147
Wahkiakum	9	2
Walla Walla	117	32
Whatcom	374	102
Whitman	57	16
Yakima	581	159

65+		
County	2017-2019 Average Deaths	Projected Patients: 61.04% of Deaths
Adams	81	49
Asotin	209	126
Benton	1,120	678
Chelan	585	354
Clallam	889	538
Clark	2,778	1,681
Columbia	70	43
Cowlitz	903	546
Douglas	252	153
Ferry	60	36
Franklin	292	177
Garfield	23	14
Grant	514	311
Grays Harbor	643	389
Island	649	393
Jefferson	327	198
King	10,056	6,086
Kitsap	1,768	1,070
Kittitas	247	150
Klickitat	156	95
Lewis	724	438
Lincoln	96	58
Mason	541	328
Okanogan	347	210
Pacific	269	163
Pend Oreille	129	78
Pierce	4,982	3,015
San Juan	119	72
Skagit	1,009	610
Skamania	69	42
Snohomish	4,085	2,472
Spokane	3,543	2,144
Stevens	365	221
Thurston	1,833	1,109
Wahkiakum	41	25
Walla Walla	465	282
Whatcom	1,347	815
Whitman	218	132
Yakima	1,480	896

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WAC246-310-290(8)(d) Step 4:

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

0-64								
County	Projected Patients	2017-2019 Average Population	2020 projected population	2021 projected population	2022 projected population	2020 potential volume	2021 potential volume	2022 potential volume
Adams	9	18,029	18,291	18,456	18,622	9	9	10
Asotin	14	16,779	16,652	16,596	16,540	14	14	14
Benton	97	166,554	169,415	171,026	172,638	99	100	101
Chelan	36	61,991	62,463	62,512	62,562	36	36	36
Clallam	51	52,550	52,439	52,233	52,027	51	51	50
Clark	242	405,282	417,273	421,901	426,529	249	251	254
Columbia	3	2,863	2,780	2,745	2,710	3	3	3
Cowlitz	86	85,717	85,917	85,843	85,769	87	86	86
Douglas	17	34,732	35,527	35,803	36,080	17	17	18
Ferry	7	5,680	5,577	5,541	5,506	7	7	7
Franklin	37	85,922	90,102	92,443	94,784	38	39	40
Garfield	1	1,602	1,560	1,541	1,522	1	1	1
Grant	54	84,909	87,158	88,240	89,322	56	56	57
Grays Harbor	65	57,817	56,958	56,679	56,401	64	64	64
Island	43	62,964	63,264	63,280	63,296	43	43	43
Jefferson	19	20,688	20,722	20,636	20,550	19	19	19
King	895	1,863,482	1,906,749	1,918,470	1,930,192	916	921	927
Kitsap	142	217,040	220,035	220,614	221,192	144	145	145
Kittitas	23	37,892	39,015	39,286	39,556	23	24	24
Klickitat	15	15,828	15,575	15,439	15,304	15	15	15
Lewis	59	62,398	63,001	63,164	63,327	60	60	60
Lincoln	6	7,923	7,805	7,751	7,698	6	6	6
Mason	45	50,142	51,122	51,397	51,672	46	46	47
Okanogan	31	32,545	32,183	32,087	31,991	31	31	31
Pacific	20	14,688	14,403	14,322	14,242	20	19	19
Pend Oreille	10	9,905	9,812	9,769	9,727	10	10	10
Pierce	531	747,538	765,139	769,918	774,696	543	547	550
San Juan	5	10,974	10,753	10,730	10,707	5	5	5
Skagit	67	100,076	101,537	101,887	102,236	68	68	68
Skamania	6	9,254	9,242	9,223	9,205	6	6	6
Snohomish	416	694,793	716,781	721,527	726,273	429	432	434
Spokane	317	421,066	425,447	426,740	428,033	320	321	322
Stevens	29	34,226	33,992	33,917	33,841	29	29	29
Thurston	147	234,880	241,500	243,867	246,235	151	153	154
Wahkiakum	2	2,555	2,441	2,405	2,368	2	2	2
Walla Walla	32	50,546	50,981	51,028	51,075	32	32	32
Whatcom	102	183,023	187,812	189,267	190,722	105	106	107
Whitman	16	43,137	43,308	43,315	43,322	16	16	16
Yakima	159	221,051	224,497	225,822	227,147	162	163	164

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WAC246-310-290(8)(d) Step 4:

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

65+								
County	Projected Patients	2017-2019 Average Population	2020 projected population	2021 projected population	2022 projected population	2020 potential volume	2021 potential volume	2022 potential volume
Adams	49	2,114	2,341	2,383	2,424	54	55	56
Asotin	126	5,619	6,005	6,175	6,344	135	139	143
Benton	678	29,821	32,150	33,373	34,597	731	759	786
Chelan	354	15,343	16,408	17,052	17,695	379	393	408
Clallam	538	21,334	22,267	22,901	23,535	562	578	594
Clark	1681	75,085	82,125	85,686	89,247	1,839	1,918	1,998
Columbia	43	1,202	1,269	1,287	1,304	45	46	46
Cowlitz	546	21,326	22,969	23,719	24,470	588	608	627
Douglas	153	7,595	8,358	8,666	8,974	168	174	180
Ferry	36	2,095	2,241	2,289	2,337	39	39	40
Franklin	177	8,765	9,610	10,083	10,557	194	203	213
Garfield	14	633	658	669	680	14	15	15
Grant	311	14,244	15,477	16,071	16,665	338	351	364
Grays Harbor	389	15,594	16,653	17,133	17,612	415	427	439
Island	393	19,701	20,777	21,412	22,047	414	427	440
Jefferson	198	11,252	11,924	12,323	12,722	210	217	224
King	6086	296,484	324,660	337,771	350,881	6,665	6,934	7,203
Kitsap	1070	51,788	55,878	58,185	60,492	1,155	1,202	1,250
Kittitas	150	7,351	7,943	8,266	8,589	162	168	175
Klickitat	95	5,570	6,088	6,268	6,448	103	106	110
Lewis	438	16,398	17,219	17,697	18,175	460	473	486
Lincoln	58	2,823	2,959	3,039	3,119	61	63	64
Mason	328	15,311	16,499	17,167	17,836	353	367	382
Okanogan	210	10,050	10,901	11,210	11,519	228	234	240
Pacific	163	6,584	6,910	7,035	7,159	171	174	177
Pend Oreille	78	3,742	4,107	4,239	4,371	86	89	91
Pierce	3015	125,262	136,114	142,422	148,729	3,277	3,429	3,580
San Juan	72	5,545	5,991	6,174	6,357	78	80	82
Skagit	610	26,595	29,168	30,314	31,460	670	696	722
Skamania	42	2,542	2,798	2,923	3,048	46	48	50
Snohomish	2472	113,447	125,219	131,978	138,737	2,729	2,876	3,023
Spokane	2144	84,343	91,361	94,670	97,979	2,323	2,407	2,491
Stevens	221	10,884	11,837	12,214	12,591	240	248	255
Thurston	1109	48,683	52,832	54,900	56,967	1,204	1,251	1,298
Wahkiakum	25	1,441	1,565	1,580	1,595	27	27	27
Walla Walla	282	10,944	11,068	11,350	11,632	285	292	299
Whatcom	815	39,164	42,640	44,217	45,794	888	921	953
Whitman	132	5,237	5,815	6,008	6,201	146	151	156
Yakima	896	36,670	38,391	39,475	40,559	938	964	991

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WAC246-310-290(8)(e) Step 5:

Combine the two age cohorts. Subtract the average of the most recent three years hospice capacity in each planning area from the projected volumes calculated in Step 4 to determine the number of projected admissions beyond the planning area capacity.

County	2020 potential volume	2021 potential volume	2022 potential volume	Current Supply of Hospice Providers	2020 Unmet Need Admissions*	2021 Unmet Need Admissions*	2022 Unmet Need Admissions*
Adams	64	65	66	45.33	18	19	20
Asotin	149	153	157	99.67	49	53	57
Benton	829	858	887	976.67	(147)	(118)	(90)
Chelan	415	430	444	398.67	16	31	46
Clallam	613	628	644	273.63	339	355	371
Clark	2,087	2,170	2,252	2,396.97	(310)	(227)	(145)
Columbia	48	48	49	23.33	24	25	26
Cowlitz	675	694	713	794.00	(119)	(100)	(81)
Douglas	185	192	198	147.67	38	44	50
Ferry	46	46	47	36.33	9	10	11
Franklin	232	242	253	171.33	61	71	82
Garfield	16	16	16	3.33	12	13	13
Grant	394	407	421	281.00	113	126	140
Grays Harbor	480	491	503	277.33	202	214	226
Island	457	470	483	389.67	68	80	93
Jefferson	229	236	243	188.00	41	48	55
King	7,580	7,855	8,130	7,517.23	63	338	613
Kitsap	1,299	1,347	1,395	1,303.97	(5)	43	91
Kittitas	185	192	199	171.67	13	20	27
Klickitat	118	121	124	277.57	(159)	(156)	(153)
Lewis	520	533	546	451.00	69	82	95
Lincoln	67	69	70	28.67	39	40	42
Mason	399	414	428	222.67	176	191	206
Okanogan	258	265	271	177.67	81	87	93
Pacific	190	193	196	107.00	83	86	89
Pend Oreille	96	98	101	64.33	31	34	37
Pierce	3,820	3,975	4,131	3,739.67	80	236	391
San Juan	83	85	87	79.00	4	6	8
Skagit	737	764	790	729.00	8	35	61
Skamania	52	54	56	27.00	25	27	29
Snohomish	3,157	3,308	3,458	2,950.87	207	357	507
Spokane	2,643	2,728	2,813	2,671.83	(29)	56	141
Stevens	269	277	284	150.00	119	127	134
Thurston	1,355	1,404	1,452	1,247.57	108	156	205
Wahkiakum	29	30	30	6.33	23	23	23
Walla Walla	317	324	332	285.00	32	39	47
Whatcom	993	1,027	1,060	1,042.97	(50)	(16)	17
Whitman	162	167	172	203.83	(42)	(37)	(32)
Yakima	1,099	1,127	1,154	1,182.67	(83)	(56)	(29)

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

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WAC246-310-290(8)(f) Step 6:

Multiply the unmet need from Step 5 by the statewide average length of stay as determined by CMS to determine unmet need patient days in the projection years.

County	2020 Unmet Need Admissions*	2021 Unmet Need Admissions*	2022 Unmet Need Admissions*	Step 6 (Admits * ALOS) = Unmet Patient Days			
				Statewide ALOS	2020 Unmet Need Patient Days*	2021 Unmet Need Patient Days*	2022 Unmet Need Patient Days*
Adams	18	19	20	62.66	1,148	1,214	1,280
Asotin	49	53	57	62.66	3,092	3,328	3,564
Benton	(147)	(118)	(90)	62.66	(9,222)	(7,421)	(5,620)
Chelan	16	31	46	62.66	1,000	1,932	2,864
Clallam	339	355	371	62.66	21,238	22,228	23,217
Clark	(310)	(227)	(145)	62.66	(19,394)	(14,226)	(9,057)
Columbia	24	25	26	62.66	1,532	1,568	1,605
Cowlitz	(119)	(100)	(81)	62.66	(7,461)	(6,261)	(5,061)
Douglas	38	44	50	62.66	2,362	2,758	3,155
Ferry	9	10	11	62.66	582	631	681
Franklin	61	71	82	62.66	3,798	4,458	5,118
Garfield	12	13	13	62.66	774	788	802
Grant	113	126	140	62.66	7,055	7,911	8,766
Grays Harbor	202	214	226	62.66	12,688	13,418	14,147
Island	68	80	93	62.66	4,232	5,026	5,820
Jefferson	41	48	55	62.66	2,550	2,986	3,421
King	63	338	613	62.66	3,960	21,177	38,394
Kitsap	(5)	43	91	62.66	(326)	2,685	5,696
Kittitas	13	20	27	62.66	846	1,268	1,690
Klickitat	(159)	(156)	(153)	62.66	(9,971)	(9,788)	(9,605)
Lewis	69	82	95	62.66	4,325	5,135	5,945
Lincoln	39	40	42	62.66	2,414	2,515	2,616
Mason	176	191	206	62.66	11,053	11,965	12,877
Okanogan	81	87	93	62.66	5,058	5,456	5,855
Pacific	83	86	89	62.66	5,212	5,398	5,584
Pend Oreille	31	34	37	62.66	1,964	2,135	2,305
Pierce	80	236	391	62.66	5,039	14,766	24,493
San Juan	4	6	8	62.66	232	380	528
Skagit	8	35	61	62.66	520	2,183	3,847
Skamania	25	27	29	62.66	1,557	1,685	1,813
Snohomish	207	357	507	62.66	12,944	22,350	31,757
Spokane	(29)	56	141	62.66	(1,834)	3,498	8,830
Stevens	119	127	134	62.66	7,467	7,942	8,417
Thurston	108	156	205	62.66	6,736	9,782	12,827
Wahkiakum	23	23	23	62.66	1,440	1,454	1,468
Walla Walla	32	39	47	62.66	2,016	2,473	2,930
Whatcom	(50)	(16)	17	62.66	(3,137)	(1,028)	1,081
Whitman	(42)	(37)	(32)	62.66	(2,616)	(2,310)	(2,005)
Yakima	(83)	(56)	(29)	62.66	(5,230)	(3,511)	(1,793)

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

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

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

County				Step 7 (Patient Days / 365) = Unmet ADC		
	2020 Unmet Need Patient Days*	2021 Unmet Need Patient Days*	2022 Unmet Need Patient Days*	2020 Unmet Need ADC*	2021 Unmet Need ADC*	2022 Unmet Need ADC*
Adams	1,148	1,214	1,280	3	3	4
Asotin	3,092	3,328	3,564	8	9	10
Benton	(9,222)	(7,421)	(5,620)	(25)	(20)	(15)
Chelan	1,000	1,932	2,864	3	5	8
Clallam	21,238	22,228	23,217	58	61	64
Clark	(19,394)	(14,226)	(9,057)	(53)	(39)	(25)
Columbia	1,532	1,568	1,605	4	4	4
Cowlitz	(7,461)	(6,261)	(5,061)	(20)	(17)	(14)
Douglas	2,362	2,758	3,155	6	8	9
Ferry	582	631	681	2	2	2
Franklin	3,798	4,458	5,118	10	12	14
Garfield	774	788	802	2	2	2
Grant	7,055	7,911	8,766	19	22	24
Grays Harbor	12,688	13,418	14,147	35	37	39
Island	4,232	5,026	5,820	12	14	16
Jefferson	2,550	2,986	3,421	7	8	9
King	3,960	21,177	38,394	11	58	105
Kitsap	(326)	2,685	5,696	(1)	7	16
Kittitas	846	1,268	1,690	2	3	5
Klickitat	(9,971)	(9,788)	(9,605)	(27)	(27)	(26)
Lewis	4,325	5,135	5,945	12	14	16
Lincoln	2,414	2,515	2,616	7	7	7
Mason	11,053	11,965	12,877	30	33	35
Okanogan	5,058	5,456	5,855	14	15	16
Pacific	5,212	5,398	5,584	14	15	15
Pend Oreille	1,964	2,135	2,305	5	6	6
Pierce	5,039	14,766	24,493	14	40	67
San Juan	232	380	528	1	1	1
Skagit	520	2,183	3,847	1	6	11
Skamania	1,557	1,685	1,813	4	5	5
Snohomish	12,944	22,350	31,757	35	61	87
Spokane	(1,834)	3,498	8,830	(5)	10	24
Stevens	7,467	7,942	8,417	20	22	23
Thurston	6,736	9,782	12,827	18	27	35
Wahkiakum	1,440	1,454	1,468	4	4	4
Walla Walla	2,016	2,473	2,930	6	7	8
Whatcom	(3,137)	(1,028)	1,081	(9)	(3)	3
Whitman	(2,616)	(2,310)	(2,005)	(7)	(6)	(5)
Yakima	(5,230)	(3,511)	(1,793)	(14)	(10)	(5)

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

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

Application Year			Step 8 - Numeric Need		
Step 7 (Patient Days / 365) = Unmet ADC					
County	2020 Unmet Need ADC*	2021 Unmet Need ADC*	2022 Unmet Need ADC*	Numeric Need?	Number of New Agencies Needed?***
Adams	3	3	4	FALSE	FALSE
Asotin	8	9	10	FALSE	FALSE
Benton	(25)	(20)	(15)	FALSE	FALSE
Chelan	3	5	8	FALSE	FALSE
Clallam	58	61	64	TRUE	1
Clark	(53)	(39)	(25)	FALSE	FALSE
Columbia	4	4	4	FALSE	FALSE
Cowlitz	(20)	(17)	(14)	FALSE	FALSE
Douglas	6	8	9	FALSE	FALSE
Ferry	2	2	2	FALSE	FALSE
Franklin	10	12	14	FALSE	FALSE
Garfield	2	2	2	FALSE	FALSE
Grant	19	22	24	FALSE	FALSE
Grays Harbor	35	37	39	TRUE	1
Island	12	14	16	FALSE	FALSE
Jefferson	7	8	9	FALSE	FALSE
King	11	58	105	TRUE	3
Kitsap	(1)	7	16	FALSE	FALSE
Kittitas	2	3	5	FALSE	FALSE
Klickitat	(27)	(27)	(26)	FALSE	FALSE
Lewis	12	14	16	FALSE	FALSE
Lincoln	7	7	7	FALSE	FALSE
Mason	30	33	35	TRUE	1
Okanogan	14	15	16	FALSE	FALSE
Pacific	14	15	15	FALSE	FALSE
Pend Oreille	5	6	6	FALSE	FALSE
Pierce	14	40	67	TRUE	1
San Juan	1	1	1	FALSE	FALSE
Skagit	1	6	11	FALSE	FALSE
Skamania	4	5	5	FALSE	FALSE
Snohomish	35	61	87	TRUE	2
Spokane	(5)	10	24	FALSE	FALSE
Stevens	20	22	23	FALSE	FALSE
Thurston	18	27	35	TRUE	1
Wahkiakum	4	4	4	FALSE	FALSE
Walla Walla	6	7	8	FALSE	FALSE
Whatcom	(9)	(3)	3	FALSE	FALSE
Whitman	(7)	(6)	(5)	FALSE	FALSE
Yakima	(14)	(10)	(5)	FALSE	FALSE

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

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

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

**2017-2019
Average
Population**

18,029
16,779
166,554
61,991
52,550
405,282
2,863
85,717
34,732
5,680
85,922
1,602
84,909
57,817
62,964
20,688
1,863,482
217,040
37,892
15,828
62,398
7,923
50,142
32,545
14,688
9,905
747,538
10,974
100,076
9,254
694,793
421,066
34,226
234,880
2,555
50,546
183,023
43,137
221,051

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

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

Department of Health
2020-2021 Hospice Numeric Need Methodology
Preliminary Death Data Updated October 12, 2020

County	0-64			65+		
	2017	2018	2019	2017	2018	2019
ADAMS	38	28	35	78	72	93
ASOTIN	49	52	54	190	214	222
BENTON	385	331	346	1,081	1,125	1,154
CHELAN	124	130	137	556	573	626
CLALLAM	180	191	186	842	871	955
CLARK	883	874	887	2,579	2,767	2,987
COLUMBIA	19	6	7	116	43	52
COWLITZ	351	300	294	917	840	951
DOUGLAS	71	51	63	232	255	270
FERRY	30	28	20	60	55	64
FRANKLIN	133	145	123	284	278	313
GARFIELD	6	5	5	17	30	21
GRANT	203	195	197	509	524	508
GRAYS HARBOR	238	227	251	622	647	659
ISLAND	166	135	167	630	675	642
JEFFERSON	69	64	72	308	336	338
KING	3,256	3,264	3,275	10,039	9,917	10,213
KITSAP	485	515	557	1,780	1,713	1,811
KITTITAS	91	68	90	237	239	266
KLICKITAT	63	58	46	151	158	160
LEWIS	210	227	210	721	730	722
LINCOLN	20	25	25	105	94	89
MASON	169	158	167	550	526	548
OKANOGAN	119	103	119	350	332	358
PACIFIC	88	64	66	262	279	265
PEND OREILLE	34	43	31	133	130	125
PIERCE	1,936	1,964	1,911	5,019	4,926	5,002
SAN JUAN	18	19	20	115	114	127
SKAGIT	271	231	229	1,007	1,001	1,018
SKAMANIA	16	27	19	65	56	87
SNOHOMISH	1,483	1,533	1,533	4,118	4,055	4,081
SPOKANE	1,147	1,177	1,143	3,527	3,556	3,545
STEVENS	96	113	112	376	373	345
THURSTON	530	554	525	1,768	1,823	1,908
WAHIAKUM	3	13	11	37	33	53
WALLA WALLA	123	110	118	501	445	450
WHATCOM	367	360	394	1,329	1,252	1,461
WHITMAN	57	66	47	236	199	219
YAKIMA	586	601	555	1,471	1,517	1,451

Department of Health
2020-2021 Hospice Numeric Need Methodology
Survey Responses

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

Agency Name	License Number	County	Year	0-64	65+
Assured Home Health and Hospice (Central Basin/Assured Hospice)	IHS.FS.60092413	Adams	2017	4	30
Assured Home Health and Hospice (Central Basin/Assured Hospice)	IHS.FS.60092413	Grant	2017	44	209
Assured Home Health and Hospice (Central Basin/Assured Hospice)	IHS.FS.60092413	Lincoln	2017	3	22
Assured Home Health, Hospice & Home Care	IHS.FS.00000229	Clallam	2017	14	143
Assured Home Health, Hospice & Home Care	IHS.FS.00000229	Jefferson	2017	1	14
Assured Home Health, Hospice & Home Care	IHS.FS.00000229	Lewis	2017	17	257
Assured Home Health, Hospice & Home Care	IHS.FS.00000229	Mason	2017	8	43
Assured Home Health, Hospice & Home Care	IHS.FS.00000229	Thurston	2017	39	235
Astria Home Health and Hospice (Yakima Regional Home Health and Hospice)	IHS.FS.60097245	Yakima	2017	11	48
Central Washington Hospital Home Care Services	IHS.FS.00000250	Chelan	2017	44	319
Central Washington Hospital Home Care Services	IHS.FS.00000250	Douglas	2017	18	119
Community Home Health and Hospice CHHH Community Home Care Hospice	IHS.FS.00000262	Clark	2017	67	419
Community Home Health and Hospice CHHH Community Home Care Hospice	IHS.FS.00000262	Cowlitz	2017	116	630
Community Home Health and Hospice CHHH Community Home Care Hospice	IHS.FS.00000262	Wahkiakum	2017	1	4
Elite Home Health and Hospice	IHS.FS.60384078	Asotin	2017	7	85
Elite Home Health and Hospice	IHS.FS.60384078	Garfield	2017	1	1
Evergreen Health Home Care Services	IHS.FS.00000278	Island	2017	0	7
Evergreen Health Home Care Services	IHS.FS.00000278	King	2017	272	2393
Evergreen Health Home Care Services	IHS.FS.00000278	Snohomish	2017	82	478
Franciscan Hospice	IHS.FS.00000287	King	2017	90	1115
Franciscan Hospice	IHS.FS.00000287	Kitsap	2017	64	796
Franciscan Hospice	IHS.FS.00000287	Pierce	2017	181	2242
Frontier Home Health and Hospice (Okanogan Regional)	IHS.FS.60379608	Douglas	2017	1	10
Frontier Home Health and Hospice (Okanogan Regional)	IHS.FS.60379608	Grant	2017	0	7
Frontier Home Health and Hospice (Okanogan Regional)	IHS.FS.60379608	Okanogan	2017	34	132
Gentiva Hospice (Odyssey Hospice)	IHS.FS.60330209	King	2017	14	375
Harbors Home Health and Hospice	IHS.FS.00000306	Grays Harbor	2017	72	292
Harbors Home Health and Hospice	IHS.FS.00000306	Pacific	2017	17	106
Heart of Hospice	IHS.FS.00000185	Skamania	2017	2	11
Heart of Hospice	IHS.FS.00000185	Klickitat	2017	1	20
Heartlinks Hospice and Palliative Care (Lower Valley Hospice)	IHS.FS.00000369	Benton	2017	12	130
Heartlinks Hospice and Palliative Care (Lower Valley Hospice)	IHS.FS.00000369	Yakima	2017	28	197
Home Health Care of Whidbey General Hospital (Whidbey General)	IHS.FS.00000323	Island	2017	21	248
PeaceHealth Homecare and Hospice Southwest (Hospice SW)	IHS.FS.60331226	Clark	2017	165	1064
PeaceHealth Homecare and Hospice Southwest (Hospice SW)	IHS.FS.60331226	Cowlitz	2017	7	47
PeaceHealth Homecare and Hospice Southwest (Hospice SW)	IHS.FS.60331226	Skamania	2017	0	0
Horizon Hospice	IHS.FS.00000332	Spokane	2017	35	420
Hospice of Kitsap County	IHS.FS.00000335	Kitsap	2017	0	0
Hospice of Spokane	IHS.FS.00000337	Ferry	2017	7	37
Hospice of Spokane	IHS.FS.00000337	Lincoln	2017	0	0
Hospice of Spokane	IHS.FS.00000337	Pend Oreille	2017	8	55
Hospice of Spokane	IHS.FS.00000337	Spokane	2017	340	1722
Hospice of Spokane	IHS.FS.00000337	Stevens	2017	25	128
Hospice of Spokane	IHS.FS.00000337	Whitman	2017	0	1
Hospice of the Northwest (Skagit Hospice Service)	IHS.FS.00000437	Island	2017	11	77
Hospice of the Northwest (Skagit Hospice Service)	IHS.FS.00000437	San Juan	2017	3	70
Hospice of the Northwest (Skagit Hospice Service)	IHS.FS.00000437	Skagit	2017	61	616
Hospice of the Northwest (Skagit Hospice Service)	IHS.FS.00000437	Snohomish	2017	7	83
Jefferson Healthcare Home Health and Hospice (Hospice of Jefferson County)	IHS.FS.00000349	Jefferson	2017	13	153
Kaiser Permanente Continuing Care Services	IHS.FS.00000353	Clark	2017	50	415
Kaiser Permanente Continuing Care Services	IHS.FS.00000353	Cowlitz	2017	1	18
Kaiser Permanente Continuing Care Services	IHS.FS.00000353	Skamania	2017	0	0
Kaiser Permanente Home Health and Hospice (Group Health)	IHS.FS.00000305	King	2017	38	487
Kaiser Permanente Home Health and Hospice (Group Health)	IHS.FS.00000305	Kitsap	2017	7	107
Kaiser Permanente Home Health and Hospice (Group Health)	IHS.FS.00000305	Pierce	2017	27	189
Kaiser Permanente Home Health and Hospice (Group Health)	IHS.FS.00000305	Snohomish	2017	2	68
Kindred Hospice (Gentiva Hospice)	IHS.FS.60308060	Spokane	2017	22	325
Kindred Hospice (Gentiva Hospice)	IHS.FS.60308060	Whitman	2017	29	247
Kittitas Valley Home Health and Hospice	IHS.FS.00000320	Kittitas	2017	46	134
Klickitat Valley Home Health & Hospice (Klickitat Valley Health)	IHS.FS.00000361	Klickitat	2017	11	33
Kline Galland Community Based Services	IHS.FS.60103742	King	2017	13	301
Memorial Home Care Services	IHS.FS.00000376	Yakima	2017	149	717
MultiCare Home Health, Hospice and Palliative Care	IHS.FS.60639376	King	2017	42	149
MultiCare Home Health, Hospice and Palliative Care	IHS.FS.60639377	Kitsap	2017	33	253
MultiCare Home Health, Hospice and Palliative Care	IHS.FS.60639378	Pierce	2017	211	925
Providence Hospice (Hospice of the Gorge)	IHS.FS.60201476	Klickitat	2017	5	29
Providence Hospice (Hospice of the Gorge)	IHS.FS.60201476	Skamania	2017	2	10
Providence Hospice and Home Care of Snohomish County	IHS.FS.00000418	Island	2017	3	32
Providence Hospice and Home Care of Snohomish County	IHS.FS.00000418	King	2017	5	14
Providence Hospice and Home Care of Snohomish County	IHS.FS.00000418	Snohomish	2017	238	1440
Providence Hospice of Seattle	IHS.FS.00000336	King	2017	387	1888
Providence Hospice of Seattle	IHS.FS.00000336	Snohomish	2017	10	15
Providence SoundHomeCare and Hospice	IHS.FS.00000420	Lewis	2017	28	163
Providence SoundHomeCare and Hospice	IHS.FS.00000420	Mason	2017	26	189
Providence SoundHomeCare and Hospice	IHS.FS.00000420	Thurston	2017	105	664
Tri-Cities Chaplaincy	IHS.FS.00000456	Benton	2017	98	745
Tri-Cities Chaplaincy	IHS.FS.00000456	Franklin	2017	15	122

Department of Health
2020-2021 Hospice Numeric Need Methodology
Survey Responses

Walla Walla Community Hospice	IHS.FS.60480441	Columbia	2017	1	17
Walla Walla Community Hospice	IHS.FS.60480441	Walla Walla	2017	45	276
Wesley Homes	IHS.FS.60276500	King	2017	1	17
Whatcom Hospice (Peacehealth)	IHS.FS.00000471	Whatcom	2017	139	766
Assured Home Health and Hospice (Central Basin/Assured Hospice)	IHS.FS.60092413	Adams	2018	6	34
Assured Home Health and Hospice (Central Basin/Assured Hospice)	IHS.FS.60092413	Grant	2018	40	254
Assured Home Health and Hospice (Central Basin/Assured Hospice)	IHS.FS.60092413	Lincoln	2018	6	28
Assured Home Health, Hospice & Home Care	IHS.FS.00000229	Clallam	2018	16	186
Assured Home Health, Hospice & Home Care	IHS.FS.00000229	Jefferson	2018	1	11
Assured Home Health, Hospice & Home Care	IHS.FS.00000229	Lewis	2018	35	280
Assured Home Health, Hospice & Home Care	IHS.FS.00000229	Mason	2018	4	44
Assured Home Health, Hospice & Home Care	IHS.FS.00000229	Thurston	2018	24	273
Astria Home Health and Hospice (Yakima Regional Home Health and Hospice)	IHS.FS.60097245	Yakima	2018	41	8
Central Washington Hospital Home Care Services	IHS.FS.00000250	Chelan	2018	34	386
Central Washington Hospital Home Care Services	IHS.FS.00000250	Douglas	2018	10	133
Community Home Health and Hospice CHHH Community Home Care Hospice	IHS.FS.00000262	Clark	2018	54	383
Community Home Health and Hospice CHHH Community Home Care Hospice	IHS.FS.00000262	Cowlitz	2018	87	524
Community Home Health and Hospice CHHH Community Home Care Hospice	IHS.FS.00000262	Wahkiakum	2018	2	5
Elite Home Health and Hospice	IHS.FS.60384078	Asotin	2018	6	121
Elite Home Health and Hospice	IHS.FS.60384078	Garfield	2018	1	2
Evergreen Health Home Care Services	IHS.FS.00000278	Island	2018	1	9
Evergreen Health Home Care Services	IHS.FS.00000278	King	2018	348	1989
Evergreen Health Home Care Services	IHS.FS.00000278	Snohomish	2018	79	690
Franciscan Hospice	IHS.FS.00000287	King	2018	102	921
Franciscan Hospice	IHS.FS.00000287	Kitsap	2018	141	693
Franciscan Hospice	IHS.FS.00000287	Pierce	2018	331	2110
Frontier Home Health and Hospice (Okanogan Regional)	IHS.FS.60379608	Douglas	2018	0	3
Frontier Home Health and Hospice (Okanogan Regional)	IHS.FS.60379608	Grant	2018	1	7
Frontier Home Health and Hospice (Okanogan Regional)	IHS.FS.60379608	Okanogan	2018	21	148
Gentiva Hospice (Odyssey Hospice)	IHS.FS.60330209	King	2018	37	180
Harbors Home Health and Hospice	IHS.FS.00000306	Grays Harbor	2018	35	180
Harbors Home Health and Hospice	IHS.FS.00000306	Pacific	2018	13	71
Heart of Hospice	IHS.FS.00000185	Skamania	2018	0	10
Heart of Hospice	IHS.FS.00000185	Klickitat	2018	1	23
Heartlinks Hospice and Palliative Care (Lower Valley Hospice)	IHS.FS.00000369	Benton	2018	6	137
Heartlinks Hospice and Palliative Care (Lower Valley Hospice)	IHS.FS.00000369	Yakima	2018	24	219
Home Health Care of Whidbey General Hospital (Whidbey General)	IHS.FS.00000323	Island	2018	20	235
Homecare and Hospice Southwest (Hospice SW)	IHS.FS.60331226	Clark	2018	243	1305
Homecare and Hospice Southwest (Hospice SW)	IHS.FS.60331226	Cowlitz	2018	20	76
Homecare and Hospice Southwest (Hospice SW)	IHS.FS.60331226	Skamania	2018	1	1
Horizon Hospice	IHS.FS.00000332	Spokane	2018	31	389
Hospice of Kitsap County	IHS.FS.00000335	Kitsap	2018	0	0
Hospice of Spokane	IHS.FS.00000337	Ferry	2018	6	29
Hospice of Spokane	IHS.FS.00000337	Lincoln	2018	1	1
Hospice of Spokane	IHS.FS.00000337	Pend Oreille	2018	8	53
Hospice of Spokane	IHS.FS.00000337	Spokane	2018	346	1593
Hospice of Spokane	IHS.FS.00000337	Stevens	2018	30	121
Hospice of Spokane	IHS.FS.00000337	Whitman	2018	none reported	none reported
Hospice of the Northwest (Skagit Hospice Service)	IHS.FS.00000437	Island	2018	6	60
Hospice of the Northwest (Skagit Hospice Service)	IHS.FS.00000437	San Juan	2018	6	79
Hospice of the Northwest (Skagit Hospice Service)	IHS.FS.00000437	Skagit	2018	48	680
Hospice of the Northwest (Skagit Hospice Service)	IHS.FS.00000437	Snohomish	2018	2	67
Jefferson Healthcare Home Health and Hospice (Hospice of Jefferson County)	IHS.FS.00000349	Jefferson	2018	20	144
Kaiser Permanente Continuing Care Services	IHS.FS.00000353	Clark	2018	39	436
Kaiser Permanente Continuing Care Services	IHS.FS.00000353	Cowlitz	2018	none reported	none reported
Kaiser Permanente Continuing Care Services	IHS.FS.00000353	Skamania	2018	none reported	none reported
Kaiser Permanente Home Health and Hospice (Group Health)	IHS.FS.00000305	King	2018	25	416
Kaiser Permanente Home Health and Hospice (Group Health)	IHS.FS.00000305	Kitsap	2018	14	96
Kaiser Permanente Home Health and Hospice (Group Health)	IHS.FS.00000305	Pierce	2018	35	198
Kaiser Permanente Home Health and Hospice (Group Health)	IHS.FS.00000305	Snohomish	2018	14	94
Kindred Hospice (Gentiva Hospice)	IHS.FS.60308060	Spokane	2018	23	265.5
Kindred Hospice (Gentiva Hospice)	IHS.FS.60308060	Whitman	2018	19	226.5
Kittitas Valley Home Health and Hospice	IHS.FS.00000320	Kittitas	2018	15	135
Klickitat Valley Home Health & Hospice (Klickitat Valley Health)	IHS.FS.00000361	Klickitat	2018	5	40
Kline Galland Community Based Services	IHS.FS.60103742	King	2018	29	368
Memorial Home Care Services	IHS.FS.00000376	Yakima	2018	183	750
MultiCare Home Health, Hospice and Palliative Care	IHS.FS.60639376	King	2018	32	158
MultiCare Home Health, Hospice and Palliative Care	IHS.FS.60639377	Kitsap	2018	25	232
MultiCare Home Health, Hospice and Palliative Care	IHS.FS.60639378	Pierce	2018	177	867
Providence Hospice (Hospice of the Gorge)	IHS.FS.60201476	Klickitat	2018	4	18
Providence Hospice (Hospice of the Gorge)	IHS.FS.60201476	Skamania	2018	1	9
Providence Hospice and Home Care of Snohomish County	IHS.FS.00000418	Island	2018	11	44
Providence Hospice and Home Care of Snohomish County	IHS.FS.00000418	King	2018	none reported	none reported
Providence Hospice and Home Care of Snohomish County	IHS.FS.00000418	Snohomish	2018	316	1772
Providence Hospice of Seattle	IHS.FS.00000336	King	2018	407	1959
Providence Hospice of Seattle	IHS.FS.00000336	Snohomish	2018	11	13
Providence SoundHomeCare and Hospice	IHS.FS.00000420	Lewis	2018	21	140
Providence SoundHomeCare and Hospice	IHS.FS.00000420	Mason	2018	10	117
Providence SoundHomeCare and Hospice	IHS.FS.00000420	Thurston	2018	90	663
Tri-Cities Chaplaincy	IHS.FS.00000456	Benton	2018	112	750
Tri-Cities Chaplaincy	IHS.FS.00000456	Franklin	2018	30	155

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Walla Walla Community Hospice	IHS.FS.60480441	Columbia	2018	1	23
Walla Walla Community Hospice	IHS.FS.60480441	Walla Walla	2018	24	227
Wesley Homes	IHS.FS.60276500	King	2018	29	368
Whatcom Hospice (Peacehealth)	IHS.FS.00000471	Whatcom	2018	117	770
IRREGULAR-COMMUNITY HOME HEALTH & HOSPICE	IHS.FS.00000262	Pacific	2018	0	1
IRREGULAR-MULTICARE	IHS.FS.60639376	Clallam	2018	0	1
Alpha Home Health	IHS.FS.61032013	Snohomish	2019	0	0
Alpowa Healthcare Inc. d/b/a Elite Home Health and Hospice	IHS.FS.60384078	Asotin	2019	9	71
Alpowa Healthcare Inc. d/b/a Elite Home Health and Hospice	IHS.FS.60384078	Garfield	2019	1	4
Central Washington Homecare Services	IHS.FS.00000250	Chelan	2019	28	385
Central Washington Homecare Services	IHS.FS.00000250	Douglas	2019	19	125
Chaplaincy Health Care 2018	IHS.FS.00000456	Benton	2019	96	700
Chaplaincy Health Care 2018	IHS.FS.00000456	Franklin	2019	26	164
Community Home Health/Hospice	IHS.FS.00000262	Cowlitz	2019	98	636
Community Home Health/Hospice	IHS.FS.00000262	Wahkiakum	2019	0	7
Community Home Health/Hospice	IHS.FS.00000262	Clark	2019	60	453
Continuum Care of King LLC	IHS.FS.61058934	King	2019	0	0
Continuum Care of Snohomish LLC	IHS.FS.61010090	Snohomish	2019	0	0
Envision Hospice of Washington	IHS.FS.60952486	Thurston	2019	2	22
EvergreenHealth	IHS.FS.00000278	King	2019	225	2025
EvergreenHealth	IHS.FS.00000278	Snohomish	2019	53	471
EvergreenHealth	IHS.FS.00000278	Island	2019	1	11
Franciscan Hospice	IHS.FS.00000287	King	2019	92	921
Franciscan Hospice	IHS.FS.00000287	Kitsap	2019	118	757
Franciscan Hospice	IHS.FS.00000287	Pierce	2019	364	2236
Frontier Home Health & Hospice	IHS.FS.60379608	Okanogan	2019	27	171
Frontier Home Health & Hospice	IHS.FS.60379608	Douglas	2019	0	5
Frontier Home Health & Hospice	IHS.FS.60379608	Grant	2019	4	8
Harbors Home Health and Hospice	IHS.FS.00000306	Grays Harbor	2019	41	212
Harbors Home Health and Hospice	IHS.FS.00000306	Pacific	2019	15	98
Heartlinks	IHS.FS.00000369	Benton	2019	7	137
Heartlinks	IHS.FS.00000369	Yakima	2019	21	180
Heartlinks	IHS.FS.00000369	Franklin	2019	0	2
Horizon Hospice	IHS.FS.00000332	Spokane	2019	30	393
Hospice of Jefferson County, Jefferson Healthcare	IHI.FS.00000349	Jefferson	2019	26	172
Hospice of Spokane	IHS.FS.00000337	Spokane	2019	289	1692
Hospice of Spokane	IHS.FS.00000337	Stevens	2019	20	126
Hospice of Spokane	IHS.FS.00000337	Ferry	2019	5	25
Hospice of Spokane	IHS.FS.00000337	Pend Oreille	2019	4	65
Hospice of the Northwest	IHS.FS.00000437	Island	2019	14	56
Hospice of the Northwest	IHS.FS.00000437	San Juan	2019	6	73
Hospice of the Northwest	IHS.FS.00000437	Skagit	2019	77	705
Hospice of the Northwest	IHS.FS.00000437	Snohomish	2019	5	58
Inspiring Hospice Partners of Oregon dba Heart of Hospice	IHS.FS.60741443	Skamania	2019	0	17
Inspiring Hospice Partners of Oregon dba Heart of Hospice	IHS.FS.60741443	Klickitat	2019	2	24
Inspiring Hospice Partners of Oregon dba Heart of Hospice	IHS.FS.60741443	Clark	2019	0	3
Inspiring Hospice Partners of Oregon dba Heart of Hospice	IHS.FS.60741443	Snohomish	2019	0	0
Kaiser Continuing Care Services Hospice	IHS.FS.00000353	Clark	2019	43	387
Kaiser Permanente Home Health and Hospice	IHS.FS.00000305	King	2019	37	489
Kaiser Permanente Home Health and Hospice	IHS.FS.00000305	Kitsap	2019	18	123
Kaiser Permanente Home Health and Hospice	IHS.FS.00000305	Pierce	2019	25	176
Kaiser Permanente Home Health and Hospice	IHS.FS.00000305	Snohomish	2019	7	62
Kindred Hospice	IHS.FS.60330209	King	2019	6	217
Kittitas Valley Healthcare Home Health and Hospice	IHS.FS.00000320	Kittitas	2019	16	169
Klickitat Valley Hospice	IHS.FS.00000361	Klickitat	2019	1	44
Kline Galland Community Based Services	IHS.FS.60103742	King	2019	35	345
Memorial Home Care Services	IHS.FS.00000376	Yakima	2019	148	730
MultiCare Hospice	IHS.FS.60639376	King	2019	27	149
MultiCare Hospice	IHS.FS.60639376	Pierce	2019	167	758
MultiCare Hospice	IHS.FS.60639376	Kitsap	2019	37	194
Northwest Healthcare Alliance, Inc. d/b/a Assured Home Health & Hospice	IHS.FS.00000229	Clallam	2019	23	234
Northwest Healthcare Alliance, Inc. d/b/a Assured Home Health & Hospice	IHS.FS.00000229	Jefferson	2019	0	9
Northwest Healthcare Alliance, Inc. d/b/a Assured Home Health & Hospice	IHS.FS.00000229	Lewis	2019	17	244
Northwest Healthcare Alliance, Inc. d/b/a Assured Home Health & Hospice	IHS.FS.00000229	Mason	2019	6	45
Northwest Healthcare Alliance, Inc. d/b/a Assured Home Health & Hospice	IHS.FS.00000229	Thurston	2019	22	240
Olympic Medical Hospice	IHS.FS.00000393	Clallam	2019	0	0
PeaceHealth Hospice	IHS.FS.60331226	Clark	2019	184	1217
PeaceHealth Hospice	IHS.FS.60331226	Cowlitz	2019	23	99
PeaceHealth Hospice	IHS.FS.60331226	Skamania	2019	0	1
Providence Hospice	IHS.FS.60201476	Klickitat	2019	9	22
Providence Hospice	IHS.FS.60201476	Skamania	2019	1	15
Providence Hospice	IHS.FS.60201476	Clark	2019	0	0
Providence Hospice and Home Care of Snohomish County	IHS.FS.00000418	Snohomish	2019	272	1613
Providence Hospice and Home Care of Snohomish County	IHS.FS.00000418	Island	2019	1	29
Providence Hospice of Seattle	IHS.FS.00000336	King	2019	338	2083
Providence Hospice of Seattle	IHS.FS.00000336	Snohomish	2019	5	10
Providence Sound HomeCare and Hospice	IHS.FS.00000420	Thurston	2019	91	685
Providence Sound HomeCare and Hospice	IHS.FS.00000420	Mason	2019	28	148
Providence Sound HomeCare and Hospice	IHS.FS.00000420	Lewis	2019	33	118
Puget Sound Hospice	IHS.FS.61032138	Thurston	2019	0	0
Walla Walla Community Hospice	IHS.FS.60480441	Walla Walla	2019	41	242

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Walla Walla Community Hospice	IHS.FS.60480441	Columbia	2019	3	25
Washington HomeCare and Hospice of Central Basin, LLC d/b/a Assured Hospice	IHS.FS.60092413	Adams	2019	8	54
Washington HomeCare and Hospice of Central Basin, LLC d/b/a Assured Hospice	IHS.FS.60092413	Grant	2019	41	228
Washington HomeCare and Hospice of Central Basin, LLC d/b/a Assured Hospice	IHS.FS.60092413	Lincoln	2019	3	22
WhidbeyHealth Home Health, Hospice	IHS.FS.00000323	Island	2019	27	245
Yakima HMA Home Health, LLC	IHS.FS.60097245	Yakima	2019	6	88
PeaceHealth Whatcom		0 Whatcom	2019	138	995
Wesley Homes	IHS.FS.60276500	King	2019	5	86
Kindred Hospice	IHS.FS.60308060	Spokane	2019	10	90
Kindred Hospice	IHS.FS.60308060	Whitman	2019	12	77

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Admissions - Summarized

0-64 Total Admissions by County

Sum of 0-64	Column Labels		
Row Labels	2017	2018	2019
Adams	4	6	8
Asotin	7	6	9
Benton	110	118	103
Chelan	44	34	28
Clallam	14	16	23
Clark	282	336	287
Columbia	1	1	3
Cowlitz	124	107	121
Douglas	19	10	19
Ferry	7	6	5
Franklin	15	30	26
Garfield	1	1	1
Grant	44	41	45
Grays Harbor	72	35	41
Island	35	38	43
Jefferson	14	21	26
King	862	1,009	765
Kitsap	104	180	173
Kittitas	46	15	16
Klickitat	17	10	12
Lewis	45	56	50
Lincoln	3	7	3
Mason	34	14	34
Okanogan	34	21	27
Pacific	17	13	15
Pend Oreille	8	8	4
Pierce	419	543	556
San Juan	3	6	6
Skagit	61	48	77
Skamania	4	2	1
Snohomish	339	422	342
Spokane	397	400	329
Stevens	25	30	20
Thurston	144	114	115
Wahkiakum	1	2	0
Walla Walla	45	24	41
Whatcom	139	117	138
Whitman	29	19	12
Yakima	188	248	175

65+ Total Admissions by County

Sum of 65+	Column Labels		
Row Labels	2017	2018	2019
Adams	30	34	54
Asotin	85	121	71
Benton	875	887	837
Chelan	319	386	385
Clallam	143	187	234
Clark	1,898	2,124	2,060
Columbia	17	23	25
Cowlitz	695	600	735
Douglas	129	136	130
Ferry	37	29	25
Franklin	122	155	166
Garfield	1	2	4
Grant	216	261	236
Grays Harbor	292	180	212
Island	364	348	341
Jefferson	167	155	181
King	6,739	6,359	6,315
Kitsap	1,156	1,021	1,074
Kittitas	134	135	169
Klickitat	82	81	90
Lewis	420	420	362
Lincoln	22	29	22
Mason	232	161	193
Okanogan	132	148	171
Pacific	106	72	98
Pend Oreille	55	53	65
Pierce	3,356	3,175	3,170
San Juan	70	79	73
Skagit	616	680	705
Skamania	21	20	33
Snohomish	2,084	2,636	2,214
Spokane	2,467	2,248	2,175
Stevens	128	121	126
Thurston	899	936	947
Wahkiakum	4	5	7
Walla Walla	276	227	242
Whatcom	766	770	995
Whitman	248	227	77
Yakima	962	977	998

Total Admissions by County - Not Adjusted for New

County	2017	2018	2019	Average
Adams	34	40	62	45.33
Asotin	92	127	80	99.67
Benton	985	1,005	940	976.67
Chelan	363	420	413	398.67
Clallam	157	203	257	205.67
Clark	2,180	2,460	2,347	2329.00
Columbia	18	24	28	23.33
Cowlitz	819	707	856	794.00
Douglas	148	146	149	147.67
Ferry	44	35	30	36.33
Franklin	137	185	192	171.33
Garfield	2	3	5	3.33
Grant	260	302	281	281.00
Grays Harb	364	215	253	277.33
Island	399	386	384	389.67
Jefferson	181	176	207	188.00
King	7,601	7,368	7,080	7349.67
Kitsap	1,260	1,201	1,247	1236.00
Kittitas	180	150	185	171.67
Klickitat	99	91	102	97.33
Lewis	465	476	412	451.00
Lincoln	25	36	25	28.67
Mason	266	175	227	222.67
Okanogan	166	169	198	177.67
Pacific	123	85	113	107.00
Pend Oreill	63	61	69	64.33
Pierce	3,775	3,718	3,726	3739.67
San Juan	73	85	79	79.00
Skagit	677	728	782	729.00
Skamania	25	22	34	27.00
Snohomish	2,423	3,058	2,556	2679.00
Spokane	2,864	2,648	2,504	2671.83
Stevens	153	151	146	150.00
Thurston	1,043	1,050	1,062	1051.67
Wahkiakur	5	7	7	6.33
Walla Wall	321	251	283	285.00
Whatcom	905	887	1,133	975.00
Whitman	277	246	89	203.83
Yakima	1,150	1,225	1,173	1182.67

Total Admissions by County - Adjusted for New

Adjusted Cells Highlighted in YELLOW

County	2017	2018	2019	Average
Adams	34	40	62	45.33
Asotin	92	127	80	99.67
Benton	985	1,005	940	976.67
Chelan	363	420	413	398.67
Clallam	157	203	461	273.63
Clark	2,180	2,460	2,551	2,396.97
Columbia	18	24	28	23.33
Cowlitz	819	707	856	794.00
Douglas	148	146	149	147.67
Ferry	44	35	30	36.33
Franklin	137	185	192	171.33
Garfield	2	3	5	3.33
Grant	260	302	281	281.00
Grays Harb	364	215	253	277.33
Island	399	386	384	389.67
Jefferson	181	176	207	188.00
King	7,787	7,368	7,397	7,517.23
Kitsap	1,260	1,201	1,451	1,303.97
Kittitas	180	150	185	171.67
Klickitat	282	271	280	277.57
Lewis	465	476	412	451.00
Lincoln	25	36	25	28.67
Mason	266	175	227	222.67
Okanogan	166	169	198	177.67
Pacific	123	85	113	107.00
Pend Oreill	63	61	69	64.33
Pierce	3,775	3,718	3,726	3,739.67
San Juan	73	85	79	79.00
Skagit	677	728	782	729.00
Skamania	25	22	34	27.00
Snohomish	2,423	3,058	3,372	2,950.87
Spokane	2,864	2,648	2,504	2,671.83
Stevens	153	151	146	150.00
Thurston	1,043	1,254	1,446	1,247.57
Wahkiakun	5	7	7	6.33
Walla Wall	321	251	283	285.00
Whatcom	905	887	1,337	1,042.97
Whitman	277	246	89	203.83
Yakima	1,150	1,225	1,173	1,182.67

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2020-2021 Hospice Numeric Need Methodology
Admissions - Summarized

35 ADC * 365 days per year = 12,775 default patient days
12,775 patient days/62.66 ALOS = 203.9 default admissions
203.9 Default

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

Recent approvals showing default volumes:

Wesley Homes Hospice - King County. Approved in 2015, operational since 2017. 2018 volumes exceed "default" - no adjustment for 2018. Adjustments in 2017 and 2019.

Heart of Hospice - Klickitat County. Approved in August 2017. Operational since August 2017. Default volumes in 2017-2019.

Envision Hospice - Thurston County. Approved in September 2018. Default volumes in 2018-2019.

Continuum Care of Snohomish - Snohomish County. Approved in July 2019. Default volumes in 2019.

Olympic Medical Center - Clallam County. Approved in September 2019. Default volumes for 2019.

Symbol Healthcare - Thurston County. Approved in November 2019. Default volumes for 2019.

Heart of Hospice - Snohomish County. Approved in November 2019. Default volumes for 2019.

Envision Hospice - Snohomish County. Approved in November 2019. Default volumes for 2019.

Glacier Peak Healthcare - Snohomish County. Approved in November 2019. Default volumes for 2019.

Providence Hospice - Clark County. Approved in 2019. Default volumes in 2019.

Envision Hospice - King County. Approved in 2019. Default volumes for 2019.

EmpRes Healthcare Group - Whatcom County. Approved in 2019 review cycle. No adjustment possible for 2020, adjustment in 2019 as proxy.

Envision Hospice - Kitsap County. Approved in 2019 review cycle. No adjustment possible for 2020, adjustment in 2019 as proxy.

Appendix F

Pierce County Hospice Need by Year Using the 2020-2021 Hospice Need Methodology

County	Age Group	Deaths	2017 - 2019 Average Population	2020	2021	2022	2023	2024	2025					
Pierce	0 - 64	531	747,538	765,139	769,918	774,696	779,475	784,253	789,032					
	65+	3,015	125,262	136,114	142,422	148,729	155,037	161,344	167,652					
Potential Hospice Admissions														
Pierce	0 - 64	531	747,538	544	547	550	554	557	560					
	65+	3,015	125,262	3,276	3,428	3,580	3,732	3,883	4,035					
Potential Unmet Need														
		Potential Admission Voume						Capacity	Unmet Admission Volume					
		2020	2021	2022	2023	2024	2025	Current	2020	2021	2022	2023	2024	2025
Pierce	0 - 64	544	547	550	554	557	560							
	65+	3,276	3,428	3,580	3,732	3,883	4,035							
	Total	3,820	3,975	4,130	4,285	4,441	4,596	3,739.67	80.04	235.26	390.46	545.69	700.89	856.11
Unmet Need in ADC and Agencies Needed														
		Average Daily Census							Net Agency Need at 35 ADC per Hospice					
		2020	2021	2022	2023	2024	2025		2020	2021	2022	2023	2024	2025
Pierce	Total	13.74	40.39	67.03	93.68	120.32	146.97		0.4	1.2	1.9	2.7	3.4	4.2

ENVISION HOSPICE OF WASHINGTON LLC

REQUESTS APPROVAL TO EXPAND ITS EXISTING THREE-COUNTY
PUGET SOUND AREA HOSPICE TO ALSO PROVIDE MEDICARE-
CERTIFIED AND MEDICAID-APPROVED HOSPICE CARE TO
RESIDENTS OF PIERCE COUNTY, WASHINGTON.

APPENDIX G
ADMISSIONS POLICY

Medicare Reimbursement Criteria

POLICY

In order for Hospice to provide Medicare approved services, the patient must meet Medicare qualifying criteria.

PURPOSE

To describe the Medicare reimbursement criteria.

REFERENCE

The Joint Commission CAMHC Standard: PC.01.01.01; Medicare CoP #: 418.20; CHAP Standard: HSRM 1.D; ACHC Standard: HSP5-2A.01

PROCEDURE

1. Hospice must be a “Medicare certified” Hospice. The patient must be certified as being terminally ill with a life expectancy of six months or less, if the terminal illness runs its normal course.
2. All care must be furnished according to the written plan of care established by the IDG and reviewed at least every 15 days.

Human Rights Assurance

POLICY

Hospice states human rights assurance.

PURPOSE

To establish guidelines for assurance of human rights.

REFERENCE

The Joint Commission CAMHC Standards: PC.01.01.01, HR.01.02.01; Medicare CoP #s: 418.20, 418.25; CHAP Standard: HSRM 1.D

PROCEDURE

1. Hospice will not discriminate against recipients of services on the basis of race, color, religion, national origin, sex, sexual preference, physical or mental handicap, political belief, veteran status or age.
2. Hospice will not discriminate against any employee or applicant for employment on the basis of race, color, religion, national origin, sex, sexual preference, political belief, veteran status, age or physical or mental handicapped status.
3. Hospice will not discontinue or reduce care provided to a patient because of the patient's inability to pay for care.
4. All employees and subcontractors employed by this Hospice will conform to these policies of human rights assurances.

Patient Admission Criteria

POLICY

Patients are accepted for treatment on the basis of a reasonable expectation that the patient's needs can be met adequately by Hospice in the patient's place of residence. Patients will be accepted for care only if Hospice can meet a patient's identified needs.

PURPOSE

To establish criteria for the admission of patients to Hospice.

REFERENCE

The Joint Commission CAMHC Standard: PC.01.01.01; Medicare CoP #: 418.20, 418.25; CHAP Standard: HCPC 5.1; ACHC Standards: HSP2-1A, HSP5-2A.01, HSP5-9A.01

PROCEDURE

1. Criteria for admission are:
 - The patient must reside within Hospice's service area.
 - The patient must be entitled to receive covered Hospice services under the Social Security Act (Medicare and Medicaid) or have other funding source, which may include charity care.
 - Medicare patients must be certified as being terminally ill with a prognosis of six (6) months or less, if the terminal illness runs its normal course.
 - Targeted patients are primarily adults.
2. Hospice admits a patient only on the recommendation of the Medical Director in consultation with, or input from the patient's attending physician (if any). In reaching a decision to certify that the patient is terminally ill, the Medical Director must consider at least the following information:
 - Diagnosis of the terminal condition of the patient.
 - Other health conditions, whether related or unrelated to the terminal condition.
 - Current clinically relevant information supporting all diagnoses.
3. Hospice will not deny admission to patients with communicable disease, including, but not limited to, HIV, MRSA, TB and Hepatitis B.
4. Care follows a written plan of care established by the IDG and reviewed at least every 15 days and IDG. Care will continue under the general supervision of the Medical Director.

5. Care will be available to all patients who can benefit regardless of race, color, religion, national origin, sex, sexual preference, disability, age, socioeconomic level, marital status, source of payment or diagnostic status. Information to be gathered to determine eligibility includes:
 - Hospice has resources to provide the services required by the patient.
 - Attitudes of the patient and family toward care are appropriate.
 - Qualified personnel to provide needed services are available.
 - Reasonable expectations that the patient's needs can be met adequately.
 - Care can be provided safely and effectively in the patient's home.
 - Adequate physical facilities in the patient's residence for proper care exist.
 - Family or caregiver is available, able and willing to participate in the patient's care when conditions warrant.
6. Patient referrals may be made by anyone including the family, physician, discharge planners, healthcare workers, friends, relatives or the patient.
7. When a telephone or verbal referral is received by Hospice, a referral form is completed by a RN. Referrals may also be received by fax, in person or in the mail. The referral form includes at least the following information from the attending physician:
 - Patient identification information, e.g., name, address, telephone number, date of birth, sex, Medicare or social security number, insurance information, emergency contact and telephone number.
 - Physician's name, address and telephone number and alternative physician to contact is attending is not available.
 - Referral source.
 - Primary admitting terminal diagnosis and other diagnosis(es).
 - Medications and treatments required, including orders for treatments and symptom management.
 - Date of hospital discharge, if applicable.
 - Care or treatments to be provided, including frequency and duration.
 - Dietary restrictions.
 - Any other information reported, e.g., medical management of conditions unrelated to the terminal illness.
 - Current medical findings.
8. Each referral is evaluated by the Manager of Patient Services and/or Director to determine the appropriateness of Hospice care.
9. One home evaluation visit may be made before deciding to accept the patient for Hospice care.
10. During the initial assessment, the RN will:
 - Perform initial assessment.
 - Provide information relevant to physician's orders and services to be provided so that patient/caregiver can give consent.

- Obtain the patient's signature on the consent and other required forms.
 - Verify the information on the referral form.
 - Explain and provide a copy of the *Patient's Bill of Rights/Responsibilities* and advance directives. If patient has an advance directive, a copy will be obtained or the patient's wishes will be documented.
 - Provide a copy of the HIPAA Privacy Notice.
 - Explain the visit procedures to the patient and the patient's family.
 - Provide a copy of Hospice's scope of services, mission statement, office hours and how to access the on-call system.
 - Perform a safety and environmental assessment.
 - Develop a medication profile.
 - Discuss emergency operations plan with the patient/caregiver.
 - Explain the patient's liability for payment of services. Give the patient in writing his/her expected payment responsibility, if any.
 - Refer patient to other disciplines, as appropriate.
 - Obtain past medical information, as appropriate.
 - Obtain and implement the physician's orders.
 - Submit the completed admission paperwork to the Manager of Patient Services or the Director for review.
11. A log of all referrals received is maintained by Hospice.
12. If Hospice is not able to provide the needed care, the referral source will be notified. Hospice will assist the referral source in alternative care.

Admission Information

POLICY

During the initial assessment (and on an ongoing basis when changes occur), Hospice will provide each patient and family with written information about Hospice.

PURPOSE

To provide patients with accurate information to make informed decisions regarding care or services.

REFERENCE

The Joint Commission CAMHC Standards: PC.01.01.01, RI.01.02.01; Medicare CoP #: 418.20, 418.25, 418.52c; CHAP Standards: HCPC 20.1, HCDDT 1.1, HCDDT 4.1; ACHC Standards: HSP1-2A, HSP2-1A

PROCEDURE

1. During the initial assessment (and on an ongoing basis when changes occur), staff will provide the patient verbal and written information including:
 - Mission statement.
 - The scope of services:
 - Nursing.
 - Hospice Aide and Homemaker.
 - Physical Therapy.
 - Occupational Therapy.
 - Speech Language Pathology.
 - Social Worker.
 - Physician services/Medical Director.
 - Counselor.
 - Volunteers.
 - Dietary counseling.
 - Home medical equipment related to the terminal illness.
 - Drugs and biologicals related to the terminal illness.
 - Short-term general inpatient care.
 - Respite care.
 - Continuous care.
 - Bereavement counseling.
 - Medical supplies.

2. At time of initial assessment, Hospice will provide each patient with a statement of the scope of services provided directly and/or through contractual/written agreement.
3. Services are available 24 hours per day, seven (7) days a week.
 - Office hours are 8:30 a.m. to 5:00 p.m. Monday through Friday. Hospice telephone number is 360-350-4875.
 - Telephone calls, after office hours, are answered by Hospice answering service. The on-call number is 360-350-4875.
 - Each patient will be provided in writing the actual dollar amount, if any, of payment responsibility.
 - An on-call nurse is available and may be contacted by the answering service 24 hours a day, seven (7) days a week.

ENVISION HOSPICE OF WASHINGTON LLC

REQUESTS APPROVAL TO EXPAND ITS EXISTING THREE-COUNTY
PUGET SOUND AREA HOSPICE TO ALSO PROVIDE MEDICARE-
CERTIFIED AND MEDICAID-APPROVED HOSPICE CARE TO
RESIDENTS OF PIERCE COUNTY, WASHINGTON.

APPENDIX H
CHARITY CARE POLICY

Charity Care

POLICY

To provide medically necessary hospice care at a reduced rate or without charge to patients or their legal financial sponsors, when adequate income or assets are not available to pay for hospice services. Hospice will provide charity care as dictated by its available resources and consistent with the following procedure. Hospice will not deny palliative or hospice care to any individual based on that individual's ability to pay, national origin, age physical disabilities, race, color, sex, or religion.

PURPOSE

Hospice is committed to its local communities and recognizes our communities' need to provide necessary hospice care at a reduced rate or without charge to patients or their legal financial sponsors, when there is inadequate income or assets to cover such services. Additionally, Hospice is committed to provide quality care to our patients and such commitment dictates that clinical needs override economic factors in individual care decisions.

PROCEDURE

General Description:

1. Charity care is generally secondary to all other financial resources available to the patient including: group or individual medical plans, workers' compensation, Medicare, Medicaid or medical assistance programs, other state, federal or military programs, third party liability situations, or any other situation in which another person or entity may have a legal responsibility to pay for the cost of medical services.
2. In those situations where appropriate payment sources for necessary care are not available, patients shall be considered for charity care under this policy based on the following criteria as calculated for the 12 months prior to the date of charity application.
 - Determination of eligibility of a patient for charity care shall be applied regardless of the source of referral and without discrimination as to race, color, creed, or national origin.
 - Full charity care will be provided to patients with gross family income below 200% of the Federal Poverty Guidelines as adjusted for family size.
 - Partial charity care may be provided to patients with gross family income above 200% of the Federal Poverty Guidelines as adjusted for family size when circumstances determined by Envision Home Health indicate that full payment may cause social and financial hardship so as to significantly harm the patient or family unit.

Process for Eligibility Determination:

1. Cases for consideration may be proposed by the patient or family, by the patient's physician, by Hospice personnel, or by recognized social agencies. Application forms and instructions to complete them will be furnished to patients when charity care is requested or when need is indicated. It is preferred that the application form be completed prior to admission or upon admission. However, when circumstances prevent early completion, the application form may be completed after discharge. These application forms are available upon request to all patients.
2. Confidential financial information will be requested, including:
 - Gross income – current and prospective
 - Net worth – emphasis on liquidity
 - Employment status
 - Family size and ages of dependents
 - Other financial obligations
 - Amounts of other health care bills
 - All other support sources
3. All applications shall be accompanied by documentation to verify family income. When returned, the application shall be accompanied by one or more of the following types of documentation for purposes of verifying income. This documentation may be verified through a credit-reporting agency.
 - W2 Withholding statements for all employment during the relevant time period
 - Payroll check stubs from all employment during the relevant time period
 - IRS tax returns from the most recently filed calendar year
 - Forms approving or denying eligibility for Medicaid and or state-funded Medical assistance
 - Forms approving or denying unemployment; compensation
 - Written statements from employers or welfare agencies
4. All information relating to the application will be kept confidential. Copies of documents that support the application will be kept with the application form.
5. Hospice will make final eligibility determination and will notify the patient within 14 days of receipt of the completed application and related documentation and material (proof of income, etc.).
6. Designation of charity care, while generally determined at time of admission may occur at any time upon Hospice's learning of facts that would indicate medical indigence. Should charity care be provided after the patient has made full or partial payment, said payment shall be refunded to the patient within 30 days of the charity care designation.

Process for Notification:

1. Whether or not the patient received verbal notification, a notification letter is mailed not later than 14 days following application submission date. Financial agreement forms will state that financial responsibility is waived or reduced if the patient is determined eligible for charity care. Denials will be written and include instructions for appeal or reconsideration.
2. Hospice's decision to provide partial or full charity care in no way affects the patient's financial obligations to his or her other health care providers.

Appeals Procedure:

1. The patient/guarantor may appeal the determination of eligibility for charity care by providing additional verification of income or family size within 30 calendar days of receipt of notification. The Administrator of Envision Home Health will review all appeals for final determination.
2. Catastrophic medical costs, sizable other medical bills, or other patient specific circumstances (based on fairness and ability to pay) may justify granting charity care, even when a patient exceeds the indigence standards.

Policy Administration:

1. The Hospice Administrator shall oversee this policy.
2. Hospice Administer shall responsible for:
 - assuring that current Federal poverty guidelines are available to applicants and to staff assisting with administering this policy;
 - assuring that initial determinations for charity care meet the requirements of the policy;
 - for reviewing applications for charity care;
 - for assuring that a timely determination of eligibility is made;
 - for notifying the applicant of the results of determination;
 - and for considering any appeals.

Patient Admission Criteria

See items #6 - #8 below for Referral Policies

POLICY

Patients are accepted for treatment on the basis of a reasonable expectation that the patient's needs can be met adequately by Hospice in the patient's place of residence. Patients will be accepted for care only if Hospice can meet a patient's identified needs.

PURPOSE

To establish criteria for the admission of patients to Hospice.

REFERENCE

The Joint Commission CAMHC Standard: PC.01.01.01; Medicare CoP #s: 418.20, 418.25; CHAP Standard: CI.5c; ACHC Standards: HSP2-1A, HSP5-2A.01, HSP5-2B.01, HSP5-2B.02, HSP5-9A.01

PROCEDURE

1. Criteria for admission are:
 - The patient must reside within Hospice's service area.
 - The patient must be entitled to receive covered Hospice services under the Social Security Act (Medicare and Medicaid) or have other funding source.
 - Medicare patients must be certified as being terminally ill with a prognosis of six (6) months or less, if the terminal illness runs its normal course.
 - Targeted patients are primarily adults.
2. Hospice admits a patient only on the recommendation of the Medical Director in consultation with, or input from the patient's attending physician (if any). In reaching a decision to certify that the patient is terminally ill, the Medical Director must consider at least the following information:
 - Diagnosis of the terminal condition of the patient.
 - Other health conditions, whether related or unrelated to the terminal condition.
 - Current clinically relevant information supporting all diagnoses.
3. Hospice will not deny admission to patients with communicable disease, including, but not limited to, HIV, MRSA, TB and Hepatitis B.
4. Care follows a written plan of care established by the IDG and reviewed at least every 15 days and IDG. Care will continue under the general supervision of the Medical Director.

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APPENDIX I
DISCHARGE POLICY &
PATIENT RERRAL POLICY

Patient Admission Criteria

See items #6 - #8 below for Referral Policies

POLICY

Patients are accepted for treatment on the basis of a reasonable expectation that the patient's needs can be met adequately by Hospice in the patient's place of residence. Patients will be accepted for care only if Hospice can meet a patient's identified needs.

PURPOSE

To establish criteria for the admission of patients to Hospice.

REFERENCE

The Joint Commission CAMHC Standard: PC.01.01.01; Medicare CoP #s: 418.20, 418.25; CHAP Standard: CI.5c; ACHC Standards: HSP2-1A, HSP5-2A.01, HSP5-2B.01, HSP5-2B.02, HSP5-9A.01

PROCEDURE

1. Criteria for admission are:
 - The patient must reside within Hospice's service area.
 - The patient must be entitled to receive covered Hospice services under the Social Security Act (Medicare and Medicaid) or have other funding source.
 - Medicare patients must be certified as being terminally ill with a prognosis of six (6) months or less, if the terminal illness runs its normal course.
 - Targeted patients are primarily adults.
2. Hospice admits a patient only on the recommendation of the Medical Director in consultation with, or input from the patient's attending physician (if any). In reaching a decision to certify that the patient is terminally ill, the Medical Director must consider at least the following information:
 - Diagnosis of the terminal condition of the patient.
 - Other health conditions, whether related or unrelated to the terminal condition.
 - Current clinically relevant information supporting all diagnoses.
3. Hospice will not deny admission to patients with communicable disease, including, but not limited to, HIV, MRSA, TB and Hepatitis B.
4. Care follows a written plan of care established by the IDG and reviewed at least every 15 days and IDG. Care will continue under the general supervision of the Medical Director.

Appendix I	Patient referral policy
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5. Care will be available to all patients who can benefit regardless of race, color, religion, national origin, sex, sexual preference, disability, age, socioeconomic level, marital status, source of payment or diagnostic status. Information to be gathered to determine eligibility includes:
- Hospice has resources to provide the services required by the patient.
 - Attitudes of the patient and family toward care are appropriate.
 - Qualified personnel to provide needed services are available.
 - Reasonable expectations that the patient's needs can be met adequately.
 - Care can be provided safely and effectively in the patient's home.
 - Adequate physical facilities in the patient's residence for proper care exist.
 - Family or caregiver is available, able and willing to participate in the patient's care when conditions warrant.

6. Patient referrals may be made by anyone including the family, physician, discharge planners, healthcare workers, friends, relatives or the patient.
7. When a telephone or verbal referral is received by Hospice, a referral form is completed by a RN. Referrals may also be received by fax, in person or in the mail. The referral form includes at least the following information from the attending physician:
- Patient identification information, e.g., name, address, telephone number, date of birth, sex, Medicare or social security number, insurance information, emergency contact and telephone number.
 - Physician's name, address and telephone number and alternative physician to contact is attending is not available.
 - Referral source.
 - Primary admitting terminal diagnosis and other diagnosis(es).
 - Medications and treatments required, including orders for treatments and symptom management.
 - Date of hospital discharge, if applicable.
 - Care or treatments to be provided, including frequency and duration.
 - Dietary restrictions.
 - Any other information reported, e.g., medical management of conditions unrelated to the terminal illness.
 - Current medical findings.
8. Each referral is evaluated by the Manager of Patient Services and/or Director to determine the appropriateness of Hospice care.
9. One home evaluation visit may be made before deciding to accept the patient for Hospice care.
10. During the initial assessment, the RN will:
- Perform initial assessment.
 - Provide information relevant to physician's orders and services to be provided so that patient/caregiver can give consent.

- Obtain the patient's signature on the consent and other required forms.
 - Verify the information on the referral form.
 - Explain and provide a copy of the *Patient's Bill of Rights/Responsibilities* and advance directives. If patient has an advance directive, a copy will be obtained or the patient's wishes will be documented.
 - Provide a copy of the HIPAA Privacy Notice.
 - Explain the visit procedures to the patient and the patient's family.
 - Provide a copy of Hospice's scope of services, mission statement, office hours and how to access the on-call system.
 - Perform a safety and environmental assessment.
 - Develop a medication profile.
 - Discuss emergency operations plan with the patient/caregiver.
 - Explain the patient's liability for payment of services. Give the patient in writing his/her expected payment responsibility.
 - Refer patient to other disciplines, as appropriate.
 - Obtain past medical information, as appropriate.
 - Obtain and implement the physician's orders.
 - Submit the completed admission paperwork to the Manager of Patient Services or the Director for review.
11. A log of all referrals received is maintained by Hospice.
12. If Hospice is not able to provide the needed care, the referral source will be notified. Hospice will assist the referral source in alternative care.

Discharge Criteria

- **POLICY**

Patients are discharged by Hospice based on specifically defined criteria.

- **PURPOSE**

To establish guidelines for discharge of patients from Hospice.

- **REFERENCE**

The Joint Commission CAMHC Standards: PC.04.01.01, PC.04.01.03, PC.04.01.05, PC.04.02.01, RI.01.02.03; NPSG: .08.03.01; Medicare CoP #s: 418.26a, 418.26b, 418.26c, 418.100D; CHAP Standards: HCDDT 37.D, HCDDT 38.1; ACHC Standard: HSP5-8B

- **RELATED DOCUMENTS**

“Discharge Instructions” form

- **PROCEDURE**

1. Patient will be discharged from services as follows:
 - Patient expired.
 - Patient revoked.
 - Patient moves out of Hospice’s service area.
 - Patient transfer to another hospice.
 - Hospice determines that the patient is no longer terminally ill.
 - Hospice determines that the patient’s (or other persons in the patient’s home) behavior is disruptive, abusive or uncooperative to the extent that delivery of care to the patient or Hospice’s ability to operate effectively is seriously impaired. Hospice must do the following before it seeks to discharge a patient for cause:
 - Advise the patient that a discharge for cause is being considered.
 - Make a concerted effort to resolve the problem(s) presented by the patient’s (or other persons in the patient’s home) behavior or situation.
 - Ascertain that the patient’s proposed discharge is not due to the patient’s necessary use of Hospice services.
 - Document the problem(s) and efforts made to resolve the problem(s) in the patient’s record.
 - A Hospice patient is receiving treatment for a condition unrelated to the terminal illness or related conditions in a facility with which Hospice does not have a contract and Hospice is unable to provide Hospice services.

1. The patient is informed of discharge plan in a timely manner and acknowledges understanding of the reason.
3. Physician, Medical Director, IDG and other care providers will be informed and knowledgeable of discharge.
4. Prior to discharge a patient for any reason listed in #1, the IDG will obtain a written discharge order from the Medical Director. If a patient has an attending physician involved in his/her care, this physician will be consulted before discharge and the attending physician's review and decision included in the discharge note.
5. Hospice may notify its Medicare Administrative Contractor (MAC) and State Agency of the circumstances surrounding the impending discharge. Hospice will consider referrals to other appropriate and/or relevant state community agencies (e.g., Adult Protective Services) or other health care facilities before discharge.
6. A patient, upon discharge from Hospice during a particular election period for reasons other than immediate transfer to another hospice:
 - If no longer covered under Medicare for Hospice care.
 - Resumes coverage of previously waived Medicare benefits.
 - May at any time elect to receive hospice care if he/she is again eligible to receive the benefit.
7. Hospice has in place a discharge planning process that takes into account that a patient's condition might stabilize or otherwise change such that the patient cannot continue to be certified as terminally ill. The process includes planning for any necessary family counseling, patient education or other services before the patient is discharged because he/she is no longer terminally ill.
8. Staff will be knowledgeable about discharge procedures including instructions and follow-up responsibilities.
9. The patient's continuing care needs, if any, are assessed at discharge.
10. Patients will receive verbal or written discharge instructions.
11. A complete list of reconciled medications will be provided to each patient on discharge. The list will be explained to patient/family and interaction documented. Patients and families will be reminded to discard all old medication lists and to update health records with physicians and retail pharmacies.
12. Hospice will not discontinue or reduce care to a patient because of the patient's inability to pay.

Discharge Policy – Addendum to Discharge Criteria

ADDITIONAL WASHINGTON STATE REQUIREMENTS

1. The patient is informed of discharge plan in a timely manner and acknowledges understanding of the reason.
 - Patients will be given a minimum of 48 hours written or verbal notice prior to discharge from Envision Hospice. Written and/or verbal notice will be documented in patient record.
 - 48-hour notice requirement is waived if patient is being discharged due to concern over Envision Hospice personnel safety, significant patient non-compliance, or patient’s failure to pay for services rendered.
2. Envision Hospice may self-report to appropriate state agencies when discharging a patient that is concerned about their ongoing care and safety. This self-report identifies the reason for discharge and the steps taken to mitigate safety concerns.

WASHINGTON STATE REFERENCE

RCW 70.127.120 and 43.70.250; WAC 246-335-620

Discharge Summary

- **POLICY**

A *Discharge Summary* will be completed for patients as required by law and regulation.

- **PURPOSE**

To record a summary of care received by the patient from the start of care through discharge.

- **REFERENCE**

The Joint Commission CAMHC Standard: PC.04.02.01; Medicare CoP #: 418.104e; CHAP Standards: HCDDT 37.D, HCDDT 40 .1, HCDDT 41.1; ACHC Standard: HSP5-8B

- **RELATED DOCUMENTS**

“Discharge Summary” form

- **PROCEDURE**

1. If the care of a patient is transferred to another Medicare/Medicaid-certified facility, Hospice will forward to the receiving facility, a copy of:
 - The Hospice discharge summary.
 - The patient’s record, if requested.
2. If a patient revokes the election of Hospice care, or is discharged from Hospice, Hospice will forward to the patient’s attending physician, a copy of:
 - The Hospice discharge summary.
 - The patient’s record, if requested.
3. The Hospice discharge summary will include:
 - A summary of the patient’s stay including treatments, symptoms, and pain management.
 - The patient’s current plan of care.
 - The patient’s latest physician orders.
 - Any other documentation that will assist in post-discharge continuity of care or that is requested by the attending physician of receiving facility.
 - The date and reason for discharge.
 - Any instructions or referral information given to the patient or family.
 - Patient identifying information.

- Patient's physician.
- Hospice diagnosis.
- Significant health history.
- Discharge orders, instructions, medication profile and allergies if discharge is other than patient death.
- A brief description of services provided and ongoing needs that cannot be met.
- Status of patient at the time of discharge.
- Presence of Advance Directives.
- End of life decisions.
- Any third-party revocation or termination.

Expedited Determination Policy

• **POLICY**

Each Medicare beneficiary will be notified in writing using the CMS 10123 “Generic Notice of Medicare Provider Non-Coverage,” no later than 2 days before covered Hospice services(s) will end.

• **PURPOSE**

To define Hospice responsibility for implementation of BIPA (Benefits Improvement and Protection Act).

• **REFERENCE**

The Joint Commission CAMHC Standard: PC.04.01.03; Medicare CoP #: 418.116; CHAP Standard: HSRM 1.D; ACHC Standard: HSP5-8B

• **RELATED DOCUMENTS**

“Instructions for Completing CMS 10123 Form: Notice of Medicare Provider Non-Coverage Generic Notice,” “Notice of Medicare Provider Non-Coverage,” “Instructions for Completing CMS 10123 Form: Detailed Explanation of Non-Coverage,” “Detailed Explanation of Non-Coverage.”

• **PROCEDURE**

1. The BIPA (Benefits Improvement and Protection Act) mandates that Hospice is responsible for notifying each patient (utilizing the CMS 10123 form) regarding termination of Hospice services. There will be a copy of the CMS form 10123 placed in each admission packet.
2. Example of reasons for issuance of expedited appeal notices include:
 - Medical condition has stabilized.
3. Examples of when expedited appeal notices are NOT required include:
 - Beneficiary requests to discontinue care.
 - Unsafe patient situation.
 - Unsafe situation for Hospice staff.
 - Nursing home placement.
 - Beneficiary relocation.

4. Exceptions to the BIPA include:
 - The “two days prior” rule for delivering to the patient a “Notice of Provider Non-Coverage” does not apply when beneficiaries are on service fewer than two days or in cases of unanticipated changes to coverage, e.g., physician orders discontinuation of covered services. The notice still would have to be delivered, but the “two days prior” rule does not and, likely could not, apply.
 - Notices may be mailed rather than hand-delivered following telephone notification of beneficiaries if discontinuation of coverage is unexpected.
5. In the case of an unplanned/unexpected discharge, the provider may contact the beneficiary by phone to advise him/her that services are being terminated and mail the amended notice to the beneficiary.
6. If the beneficiary chooses to request an expedited review, he/she is responsible for contacting the Quality Improvement Organization (QIO) listed on notice (within the specified timeline). The QIO is then responsible for immediately contacting the provider once the beneficiary requests an expedited review.
7. Once the beneficiary requests an expedited review, the provider must then complete and deliver the **Detailed Explanation of Non-Coverage** (CMS form 10124) by close of business on the same day of the QIO’s notification to the provider. The Explanation form must be delivered to the QIO via personal delivery, through a courier service or via e-mail or facsimile. **The form must contain a thorough explanation/reason of why service(s) are being terminated so it is clear to both the QIO and beneficiary.** A copy of this form must also be given to the beneficiary.
8. Notify physician about termination of services.
9. The QIO is expected to render a decision no later than 72 hours after receipt of the beneficiary’s request. Providers are to cooperate with QIO’s requests for assistance in obtaining information as indicated.

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APPENDIX J
REVENUE ASSUMPTIONS & STAFFING
SUMMARY

BALANCE SHEET

CASH FLOW

PROJECTED STATEMENT OF
OPERATIONS

Revenue Assumptions & Staffing Summary, Envision Hospice, Pierce County Only

	2022	2023	2024	
Admissions (Unduplicated Patient)	183	274	365	See Narrative: Need Question #4
Patient Days at ALOS 60	10,950	16,425	21,900	ALOS assumption based on WA average
AVERAGE DAILY CENSUS (ADC)	30.0	45.0	60.0	DOC/365

	2022	2023	2024	
DAYS OF CARE (DOC)				
Routine Home Care	10,676	16,014	21,353	97.5% based on Utah & WA averages from CMS
General Inpatient Care	110	164	219	1.0% based on Utah & WA averages from CMS
Continuous Care	110	164	219	1.0% based on Utah & WA averages from CMS
Inpatient Respite Care	55	82	110	0.5% based on Utah & WA averages from CMS
TOTAL	10,950	16,425	21,900	100%

	2022	2023	2024	
Per Diem Rates				
Routine Home Care	\$ 207.01	\$ 207.01	\$ 207.01	blend of 75% of days at high rate and 25% at low rate
General Inpatient Care	\$ 1,139.57	\$ 1,139.57	\$ 1,139.57	CMS 2021 Pierce County hospice rate
Continuous Care	\$ 523.52	\$ 523.52	\$ 523.52	CMS 2021 Pierce County hospice rate x 8 hr. minimum
Inpatient Respite Care	\$ 496.11	\$ 496.11	\$ 496.11	CMS 2021 Pierce County hospice rate

	2022	2023	2024	
Gross Revenue by Type of Care				
Routine Home Care	\$ 2,210,117	\$ 3,315,176	\$ 4,420,234	Days of Care x Per Diem Rates
General Inpatient Care	\$ 124,783	\$ 187,174	\$ 249,566	Days of Care x Per Diem Rates
Continuous Care	\$ 57,325	\$ 85,988	\$ 114,651	Days of Care x Per Diem Rates
Inpatient Respite Care	\$ 27,162	\$ 40,743	\$ 54,324	Days of Care x Per Diem Rates
TOTAL	\$ 2,419,388	\$ 3,629,081	\$ 4,838,775	

	2022	2023	2024	
Payer Mix				
Medicare Fee For Service	50%	50%	50%	Based on Utah & WA Experience
Medicare Managed Care	35%	35%	35%	Based on Utah & WA Experience
Medicaid	10%	10%	10%	Based on Utah & WA Experience
Commercial /Other	5%	5%	5%	Based on Utah & WA Experience
TOTAL	100%	100%	100%	

	2022	2023	2024	
Gross Revenue per Payer				
Medicare Fee For Service	\$ 1,209,694	\$ 1,814,541	\$ 2,419,388	Gross Revenue Total x % Payer Mix
Medicare Managed Care	\$ 846,786	\$ 1,270,178	\$ 1,693,571	Gross Revenue Total x % Payer Mix
Medicaid	\$ 241,939	\$ 362,908	\$ 483,878	Gross Revenue Total x % Payer Mix
Commercial	\$ 120,969	\$ 181,454	\$ 241,939	Gross Revenue Total x % Payer Mix

STAFFING SUMMARY - PIERCE

STAFFING INPUT - BY FTE'S				
	Salary	2022	2023	2024
CLINICAL OPERATIONS				
Medical Director/Physician(s)	205,000	0.83	1.25	1.67
Bereavement	60,000	-	0.30	1.00
Spiritual Counselor	60,000	0.81	1.22	1.62
Volunteer coordinator	42,000	0.40	0.56	0.75
Manager of Patient Services	95,000	0.50	0.75	1.00
RN's	90,000	3.00	4.50	6.00
Medical Social Worker	80,000	1.00	1.29	1.71
HHA's	30,160	3.00	4.50	6.00
TOTAL		9.54	14.36	19.75

Physician FTE for every 36 ADC
 Done by spiritual counselor until ADC reaches 40
 1 per 37 ADC; does bereavement until ADC reaches 40
 1 per 80 ADC; starts at minimum of .4 when MSW gets to .75
 Done by admin until 20 ADC; starts at .5 ; .75 at 40 ADC; 1.0 at 50 ADC
 1 per 10 ADC
 1 per 35 ADC, minimum of 1; does vol coord until reaching .75
 1 HHA per 10 ADC

ADMINISTRATIVE				
Administrator/Director	120,000	0.75	1.25	1.75
Admin Asst./Medical Records	52,000	1.00	1.25	1.75
Facility Liaison/Community Outreach	65,000	2.00	2.50	3.00
QAPI Coordinator	95,000	0.50	1.00	1.00
TOTAL		4.25	6.00	7.50

Combines regional and county level admin: Regional is .25/County is .50 2021, 1 2022, 1.50 2023
 Administrator does until ADC of 30

TOTAL FTE'S		13.79	20.36	27.25
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Envision Hospice of Washington, LLC - Pierce
Proforma Balance Sheet
For The Periods Ending December 31, 2022 Through 2024

	2022	2023	2024
ASSETS			
Current Assets			
Cash & Cash Equivalents	72,207	518,440	1,201,258
Accounts Receivable (Net)	344,980	517,471	689,961
Total Current Assets	417,188	1,035,911	1,891,219
Property and Equipment			
Fixed Assets	7,000	7,000	7,000
Accumulated Depreciation	(1,229)	(2,457)	(3,686)
Total Property and Equipment	5,771	4,543	3,314
Other Assets	-	-	-
Total Assets	422,959	1,040,454	1,894,533
LIABILITIES AND CAPITAL			
Current Liabilities			
Accounts Payable & Accrued Expenses	48,624	66,085	84,803
Accrued Payroll & Related Payables	53,633	80,076	106,617
Total Current Liabilities	102,257	146,161	191,421
Long-Term Liabilities	-	-	-
Total Liabilities	102,257	146,161	191,421
Shareholder Equity (Deficit)	320,702	894,293	1,703,113
Total Liabilities & Capital	422,959	1,040,454	1,894,533

Envision Hospice of Washington LLC - Pierce
Proforma Cash Flow
For The Periods Ending December 31, 2022 Through 2024

	2022	2023	2024
Cash Flows from operating activities			
Net Income After Depreciation and Amortization	320,702	573,591	808,820
Adjustments to reconcile net income to cash provided by Operations			
Depreciation & Amortization Change	1,229	1,229	1,229
Accounts Receivable Change	(344,980)	(172,490)	(172,490)
Accounts Payable Change	48,624	17,461	18,718
Payroll Payable Change	53,633	26,443	26,542
Total Adjustments	(241,495)	(127,358)	(126,002)
Net Cash provided by Operations	79,207	446,233	682,818
Cash Flows from investing activities Used For:			
Capital equipment and furniture	(7,000)	-	-
Net cash used in investing	(7,000)	-	-
Cash Flows from financing activities			
Proceeds From:			
Capital Contributions	-	-	-
Used For:			
Dividends	-	-	-
Net cash used in financing	-	-	-
Net increase <decrease> in cash	72,207	446,233	682,818
Summary			
Cash Balance at Beg of Period	-	72,207	518,440
Cash Balance at End of Period	72,207	518,440	1,201,258

Envision Hospice of Washington LLC
Pierce County Certificate of Need
Projected Statement of Operations 2022-2024

	2022	2023	2024	Notes and Assumptions
Average Daily Census	30.0	45.0	60.0	See Assumptions Page
Days of Care	10,950	16,425	21,900	See Assumptions Page
REVENUE				
Medicare Fee For Service	1,209,694	1,814,541	2,419,388	See Assumptions Page
Medicare Managed Care	846,786	1,270,178	1,693,571	See Assumptions Page
Medicaid	241,939	362,908	483,878	includes Healthy Options
Commercial/Other	120,969	181,454	241,939	Comm.,BHP,TriCare, CHAMPUS
Total Gross Revenue	2,419,388	3,629,081	4,838,775	
Deductions from Revenue				
Contractual Allowances	(48,388)	(72,582)	(96,776)	2% of Gross Revenue
Bad Debt	(24,194)	(36,291)	(48,388)	1% of Gross Revenue
Adj. For Charity Care	(46,936)	(70,404)	(93,872)	2% after Contractual and Bad Debt
Total Net Revenue	2,299,870	3,449,805	4,599,740	
PATIENT CARE COSTS				
Salaries and Benefits:				
Medical Director/Physician(s)	170,833	256,250	341,667	See Staffing Summary
Bereavement	-	18,000	60,000	See Staffing Summary
Spiritual Counselor	48,649	72,973	97,297	See Staffing Summary
Volunteer coordinator	16,800	23,625	31,500	See Staffing Summary
Manger of Patient Services	47,500	71,250	95,000	See Staffing Summary
RN's	270,000	405,000	540,000	See Staffing Summary
Medical Social Worker	80,000	102,857	137,143	See Staffing Summary
HHA's	90,480	135,720	180,960	See Staffing Summary
Payroll Taxes & Benefits	217,279	325,703	445,070	30% of Salaries
Total Salaries and Benefits	941,541	1,411,378	1,928,637	
Contract Labor:				
Physical Therapy	986	1,478	1,971	\$ 0.09 per DOC
Occupational Therapy	329	493	657	\$ 0.03 per DOC
Speech/Language	219	329	438	\$ 0.02 per DOC
Dietary Counseling	219	329	438	\$ 0.02 per DOC
Total Contract Labor	1,752	2,628	3,504	
Physician Consulting Fees	22,999	34,498	45,997	1% of net revenue
Pharmacy/IV's	52,341	78,512	104,682	\$ 4.78 per DOC
DME Costs	50,370	75,555	100,740	\$ 4.60 per DOC
Medical Supplies	18,177	27,266	36,354	\$ 1.66 per DOC
Lab Costs	1,095	1,643	2,190	\$ 0.10 per DOC
Chemotherapy	1,095	1,643	2,190	\$ 0.10 per DOC
Radiation Therapy	1,095	1,643	2,190	\$ 0.10 per DOC
Imaging Services	876	1,314	1,752	\$ 0.08 per DOC
Ambulance Costs	3,833	5,749	7,665	\$ 0.35 per DOC
General Inpatient Care Costs	90,338	135,506	180,675	\$ 825 facility contracted GIP care rate x 1% of DOC
Inpatient Respite Care Costs	21,079	31,618	42,158	\$ 385 facility contracted Inpatient Respite care rate x 0.5% of DOC
Net SNF Medicaid Costs	6,570	19,710	39,420	DOC x \$12/day average x 5% for 2022, 10% for 2023, 15% for 2024
Mileage	31,646	47,468	63,291	\$ 2.89 per DOC
Total Other Costs	301,512	462,123	629,304	
Total Patient Care Costs	1,244,805	1,876,129	2,561,445	
ADMINISTRATIVE COSTS				
Payroll Taxes & Benefits	95,850	141,750	177,300	30% of Administrative Salaries
B&O Taxes	36,291	54,436	72,582	1.5% of gross revenue
Salaries - Administrative	142,000	215,000	301,000	See Staffing Summary
Salaries - Facility/Comm. Outre	130,000	162,500	195,000	See Staffing Summary
QAPI Coordinator	47,500	95,000	95,000	See Staffing Summary
Mileage	4,161	6,242	8,322	\$0.38 per DOC
Advertising	24,000	24,000	24,000	\$2,000 /month
Travel - admin	20,000	10,000	10,000	\$20,000/year first year and \$10,000 thereafter
Legal & Professional	12,000	12,000	12,000	\$1,000 /month
Consulting Fees	3,000	3,000	3,000	\$250 /month
Software Costs	12,000	12,000	12,000	\$1,000 /month
Computer @ Software Maintena	10,000	10,000	10,000	\$833 /month
Office rent	17,556	17,556	17,556	\$1,463 /month (See Allocation Table)
Repairs/Maintenance	1,800	1,800	1,800	\$150 /month
Cleaning	600	600	600	\$50 /month
Insurance	3,000	3,000	3,000	\$250 /month
Office Supplies	3,000	3,000	3,000	\$250 /month
Equipment Rental	2,000	2,000	2,000	\$167 /month
Postage	600	600	600	\$50 /month
Telephones/Pagers	14,400	14,400	14,400	\$1,200 /month
Purchased Services/Utilities	6,000	6,000	6,000	\$500 /month
Books & References Materials	1,200	1,200	1,200	\$100 /month
Printing	1,500	1,500	1,500	\$125 /month
Licenses & Certification	3,283	2,383	-	Per Renewal Fee table
Education and Training	24,000	24,000	24,000	\$2,000 /month incl. palliative care, cultural competence, volunteer program
Dues and Subscriptions	2,400	2,400	2,400	\$200 /month
Corporate Allocation	114,993	172,490	229,987	5% Of Net Rev., includes Payroll, Billing, IT, HR Etc.
Total Administrative Costs	733,134	998,857	1,228,247	
Total Costs	1,977,939	2,874,986	3,789,691	
EBITDA	321,931	574,819	810,048	
EBITDA Margin %	14.0%	16.7%	17.6%	
Depreciation	1,229	1,229	1,229	See Depreciation Schedule
Amortization	-	-	-	None
EBIT	320,702	573,591	808,820	
Interest Expense	-	-	-	None
Earnings before Taxes	320,702	573,591	808,820	

ENVISION HOSPICE OF WASHINGTON LLC

REQUESTS APPROVAL TO EXPAND ITS EXISTING THREE-COUNTY
PUGET SOUND AREA HOSPICE TO ALSO PROVIDE MEDICARE-
CERTIFIED AND MEDICAID-APPROVED HOSPICE CARE TO
RESIDENTS OF PIERCE COUNTY, WASHINGTON.

APPENDIX K

**PRO FORMA FOR EXISTING HOME
HEALTH & HOSPICE**

**BALANCE SHEET, CASH FLOW &
REVENUE & EXPENSES**

**Envision Of Washington Existing HHA & Hospice Combined
Proforma Balance Sheet
For The Periods Ending December 31, 2021 Through 2024**

	2021	2022	2023	2024
ASSETS				
Current Assets				
Cash & Cash Equivalents	1,384,026	1,442,365	1,226,279	892,246
Accounts Receivable (Net)	1,545,052	1,697,276	1,821,187	2,021,209
Total Current Assets	2,929,078	3,139,641	3,047,466	2,913,455
Property and Equipment				
Fixed Assets	57,965	57,965	57,965	57,965
Accumulated Depreciation	(18,614)	(27,437)	(35,422)	(43,408)
Total Property and Equipment	39,351	30,528	22,543	14,557
Other Assets	-	-	-	-
Total Assets	2,968,430	3,170,170	3,070,008	2,928,012
LIABILITIES AND CAPITAL				
Current Liabilities				
Accounts Payable & Accrued Expenses	122,015	133,886	145,642	162,521
Accrued Payroll & Related Payables	196,758	220,498	236,104	264,698
Total Current Liabilities	318,774	354,383	381,746	427,219
Long-Term Liabilities	-	-	-	-
Total Liabilities	318,774	354,383	381,746	427,219
Shareholder Equity (Deficit)	2,649,656	2,815,786	2,688,262	2,500,793
Total Liabilities & Capital	2,968,430	3,170,170	3,070,008	2,928,012

**Envision Of Washington Existing HHA & Hospice Combined
Proforma Cash Flow
For The Periods Ending December 31, 2021 Through 2024**

	2021	2022	2023	2024
Cash Flows from operating activities				
Net Income After Depreciation and Amortization	1,057,559	1,166,130	1,372,476	1,612,531
Adjustments to reconcile net income to cash provided by Operations				
Depreciation & Amortization Change	9,673	8,823	7,986	7,986
Accounts Receivable Change	(415,052)	(152,224)	(123,911)	(200,022)
Accounts Payable Change	33,015	11,871	11,756	16,879
Payroll Payable Change	36,758	23,739	15,607	28,594
Total Adjustments	(335,606)	(107,791)	(88,562)	(146,564)
Net Cash provided by Operations	721,953	1,058,339	1,283,914	1,465,967
Cash Flows from investing activities Used For:				
Capital equipment and furniture	-	-	-	-
Net cash used in investing	-	-	-	-
Cash Flows from financing activities				
Proceeds From:				
Capital Contributions	-	-	-	-
Used For:				
Dividends	-	(1,000,000)	(1,500,000)	(1,800,000)
Net cash used in financing	-	(1,000,000)	(1,500,000)	(1,800,000)
Net increase <decrease> in cash	721,953	58,339	(216,086)	(334,033)
Summary				
Cash Balance at Beg of Period	662,073	1,384,026	1,442,365	1,226,279
Cash Balance at End of Period	1,384,026	1,442,365	1,226,279	892,246

**Envision Of Washington Existing HHA & Hospice Combined
Proforma Revenue and Expenses
For The Periods Ending December 31, 2021 Through 2024**

	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
VOLUMES				
Total Home Health Admissions	900	950	975	1,025
Total Home Health Visits	16,169	17,067	17,516	18,414
Average Daily Hospice Census	45.2	53.4	61.6	74.0
REVENUE				
Total Gross Revenue	7,979,019	8,887,880	9,677,530	10,921,610
Total Deductions from Revenue	<u>(396,709)</u>	<u>(441,748)</u>	<u>(480,828)</u>	<u>(542,427)</u>
Total Net Revenue	7,582,310	8,446,132	9,196,702	10,379,183
EXPENSES				
Total W2 Salaries and Benefits	2,334,278	2,645,244	2,948,385	3,422,002
Total Contract Labor	984,210	1,038,821	1,066,367	1,121,219
Other Patient Care costs	596,564	687,330	787,702	938,857
Total Direct Patient Care Costs	3,915,052	4,371,395	4,802,454	5,482,078
Total Administrative Costs	<u>2,600,027</u>	<u>2,899,784</u>	<u>3,013,787</u>	<u>3,276,589</u>
Total Costs	6,515,078	7,271,179	7,816,240	8,758,667
EBITDA	\$ 1,067,232	\$ 1,174,953	\$ 1,380,462	\$ 1,620,516
EBITDA Margin %	14.1%	13.9%	15.0%	15.6%
Depreciation	9,673	8,823	7,986	7,986
Amortization	0	0	0	0
Net Income	\$ 1,057,559	\$ 1,166,130	\$ 1,372,476	\$ 1,612,531

ENVISION HOSPICE OF WASHINGTON LLC

REQUESTS APPROVAL TO EXPAND ITS EXISTING THREE-COUNTY
PUGET SOUND AREA HOSPICE TO ALSO PROVIDE MEDICARE-
CERTIFIED AND MEDICAID-APPROVED HOSPICE CARE TO
RESIDENTS OF PIERCE COUNTY, WASHINGTON.

APPENDIX L

**PIERCE PLUS EXISTING OPERATIONS COMBINED WITH
ENVISION HOSPICE - BALANCE SHEET**

**EXISTING OPERATIONS COMBINED WITH ENVISION
HOSPICE - PRO FORMA CASH FLOW**

**PROJECTED STATEMENT OF OPERATION -COMBINATION
OF EXISTING OPERATIONS - PIERCE**

**REVENUE ASSUMPTIONS & STAFFING SUMMARY -
HOSPICE - PIERCE**

**Envision Existing Operations Combined with Envision Hospice - Pierce County
Proforma Balance Sheet
For The Periods Ending December 31, 2021 Through 2024**

	2021	2022	2023	2024
ASSETS				
Current Assets				
Cash & Cash Equivalents	1,384,026	1,532,129	1,779,831	2,146,172
Accounts Receivable (Net)	1,545,052	2,042,256	2,338,657	2,711,170
Total Current Assets	2,929,078	3,574,385	4,118,488	4,857,342
Property and Equipment				
Fixed Assets	57,965	64,965	64,965	64,965
Accumulated Depreciation	(18,614)	(28,665)	(37,880)	(47,094)
Total Property and Equipment	39,351	36,300	27,085	17,871
Other Assets	-	-	-	-
Total Assets	2,968,430	3,610,685	4,145,574	4,875,213
LIABILITIES AND CAPITAL				
Current Liabilities				
Accounts Payable & Accrued Expenses	122,015	182,510	211,727	247,324
Accrued Payroll & Related Payables	196,758	274,130	316,180	371,316
Total Current Liabilities	318,774	456,640	527,907	618,640
Long-Term Liabilities	-	-	-	-
Total Liabilities	318,774	456,640	527,907	618,640
Shareholder Equity (Deficit)	2,649,656	3,154,045	3,617,667	4,256,574
Total Liabilities & Capital	2,968,430	3,610,685	4,145,574	4,875,213

**Envision Existing Operations Combined with Envision Hospice - Pierce County
Proforma Cash Flow
For The Periods Ending December 31, 2021 Through 2024**

	2021	2022	2023	2024
Cash Flows from operating activities				
Net Income After Depreciation and Amortization	1,057,559	1,504,389	1,963,623	2,438,906
Adjustments to reconcile net income to cash provided by Operations				
Depreciation & Amortization Change	9,673	10,052	9,214	9,214
Accounts Receivable Change	(415,052)	(497,204)	(296,401)	(372,513)
Accounts Payable Change	33,015	60,495	29,217	35,597
Payroll Payable Change	36,758	77,372	42,050	55,136
Total Adjustments	(335,606)	(349,286)	(215,920)	(272,565)
Net Cash provided by Operations	721,953	1,155,103	1,747,702	2,166,341
Cash Flows from investing activities Used For:				
Capital equipment and furniture	-	(7,000)	-	-
Net cash used in investing	-	(7,000)	-	-
Cash Flows from financing activities				
Proceeds From:				
Capital Contributions	-	-	-	-
Used For:				
HHS Stimulus payback	-	(1,000,000)	(1,500,000)	(1,800,000)
Dividends	-	(1,000,000)	(1,500,000)	(1,800,000)
Net cash used in financing	-	(1,000,000)	(1,500,000)	(1,800,000)
Net increase <decrease> in cash	721,953	148,103	247,702	366,341
Summary				
Cash Balance at Beg of Period	662,073	1,384,026	1,532,129	1,779,831
Cash Balance at End of Period	1,384,026	1,532,129	1,779,831	2,146,172

Projected Statement of Operations - Combination of Existing Envision Operations with Envision Hospice - Pierce County

Part 1 of 3: Projected Statement of Operations -Existing Envision HHA & Hospice				
	2021	2022	2023	2024
VOLUMES				
Total Home Health Admissions	900	950	975	1,025
Total Home Health Visits	16,169	17,067	17,516	18,414
Average Daily Hospice Census	45.2	53.4	61.6	74.0
REVENUE				
Total Gross Revenue	7,979,019	8,887,880	9,677,530	10,921,610
Total Deductions from Revenue	(396,709)	(441,748)	(480,828)	(542,427)
Total Net Revenue	7,582,310	8,446,132	9,196,702	10,379,183
EXPENSES				
Total W2 Salaries and Benefits	2,334,278	2,645,244	2,948,385	3,422,002
Total Contract Labor	984,210	1,038,821	1,066,367	1,121,219
Other Patient Care costs	596,564	687,330	787,702	938,857
Total Direct Patient Care Costs	3,915,052	4,371,395	4,802,454	5,482,078
Total Administrative Costs	2,600,027	2,899,784	3,013,787	3,276,589
Total Costs	6,515,078	7,271,179	7,816,240	8,758,667
EBITDA	1,067,232	1,174,953	1,380,462	1,620,516
EBITDA Margin %	14.1%	13.9%	15.0%	15.6%
Depreciation	9,673	8,823	7,986	7,986
Amortization	-	-	-	-
Earnings Before Taxes	1,057,559	1,166,130	1,372,476	1,612,531

**Part 2 of 3: Envision Hospice of Washington LLC
Pierce County Certificate of Need
Projected Statement of Operations**

	2022	2023	2024	Notes and Assumptions
Average Daily Census	30.0	45.0	60.0	See Assumptions Page
Days of Care	10,950	16,425	21,900	See Assumptions Page
REVENUE				
Medicare Fee For Service	1,209,694	1,814,541	2,419,388	See Assumptions Page
Medicare Managed Care	846,786	1,270,178	1,693,571	See Assumptions Page
Medicaid	241,939	362,908	483,878	includes Healthy Options
Commercial/Other	120,969	181,454	241,939	Comm.,BHP,TriCare, CHAMPUS
Total Gross Revenue	2,419,388	3,629,081	4,838,775	
Deductions from Revenue				
Contractual Allowances	(48,388)	(72,582)	(96,776)	2% of Gross Revenue
Bad Debt	(24,194)	(36,291)	(48,388)	1% of Gross Revenue
Adj. For Charity Care	(46,936)	(70,404)	(93,872)	2% after Contractual and Bad Debt
Total Net Revenue	2,299,870	3,449,805	4,599,740	
PATIENT CARE COSTS				
Salaries and Benefits:				
Medical Director/Physician(s)	170,833	256,250	341,667	See Staffing Summary
Bereavement	-	18,000	60,000	See Staffing Summary
Spiritual Counselor	48,649	72,973	97,297	See Staffing Summary
Volunteer coordinator	16,800	23,625	31,500	See Staffing Summary
Manger of Patient Services	47,500	71,250	95,000	See Staffing Summary
RN's	270,000	405,000	540,000	See Staffing Summary
Medical Social Worker	80,000	102,857	137,143	See Staffing Summary
HHA's	90,480	135,720	180,960	See Staffing Summary
Payroll Taxes & Benefits	217,279	325,703	445,070	30% of Salaries
Total Salaries and Benefits	941,541	1,411,378	1,928,637	
Contract Labor:				
Physical Therapy	986	1,478	1,971	\$ 0.09 per DOC
Occupational Therapy	329	493	657	\$ 0.03 per DOC
Speech/Language	219	329	438	\$ 0.02 per DOC
Dietary Counseling	219	329	438	\$ 0.02 per DOC
Total Contract Labor	1,752	2,628	3,504	
Physician Consulting Fees	22,999	34,498	45,997	\$ 0.01 of net revenue
Pharmacy/IV's	52,341	78,512	104,682	\$ 4.78 per DOC
DME Costs	50,370	75,555	100,740	\$ 4.60 per DOC
Medical Supplies	18,177	27,266	36,354	\$ 1.66 per DOC
Lab Costs	1,095	1,643	2,190	\$ 0.10 per DOC
Chemotherapy	1,095	1,643	2,190	\$ 0.10 per DOC
Radiation Therapy	1,095	1,643	2,190	\$ 0.10 per DOC
Imaging Services	876	1,314	1,752	\$ 0.08 per DOC
Ambulance Costs	3,833	5,749	7,665	\$ 0.35 per DOC
General Inpatient Care Costs	90,338	135,506	180,675	\$ 835 facility contracted GIP care rate x 1% of DOC
Inpatient Respite Care Costs	21,079	31,618	42,158	\$ 385 facility contracted Inpatient Respite care rate x 0.5% of DOC
Net SNF Medicaid Costs	6,570	19,710	39,420	DOC x \$12/day average x 5% for 2022, 10% for 2023, 15% for 2024

Mileage	31,646	47,468	63,291	\$ 2.89 per DOC
Total Other Costs	301,512	462,123	629,304	
Total Patient Care Costs	1,244,805	1,876,129	2,561,445	
ADMINISTRATIVE COSTS				
Payroll Taxes & Benefits	95,850	141,750	177,300	30% of Administrative Salaries
B&O Taxes	36,291	54,436	72,582	1.5% of gross revenue
Salaries - Administrative	142,000	215,000	301,000	See Staffing Summary
Salaries - Facility/Comm. Outreach	130,000	162,500	195,000	See Staffing Summary
QAPI Coordinator	47,500	95,000	95,000	See Staffing Summary
Mileage	4,161	6,242	8,322	\$0.38 per DOC
Advertising	24,000	24,000	24,000	\$2,000 /month
Travel - admin	20,000	10,000	10,000	\$20,000/year first year and \$10,000 thereafter
Legal & Professional	12,000	12,000	12,000	\$1,000 /month
Consulting Fees	3,000	3,000	3,000	\$250 /month
Software Costs	12,000	12,000	12,000	\$1,000 /month
Computer @ Software Maintenance	10,000	10,000	10,000	\$833 /month
Office rent	17,556	17,556	17,556	\$1,463 /month (See Allocation Table)
Repairs/Maintenance	1,800	1,800	1,800	\$150 /month
Cleaning	600	600	600	\$50 /month
Insurance	3,000	3,000	3,000	\$250 /month
Office Supplies	3,000	3,000	3,000	\$250 /month
Equipment Rental	2,000	2,000	2,000	\$167 /month
Postage	600	600	600	\$50 /month
Telephones/Pagers	14,400	14,400	14,400	\$1,200 /month
Purchased Services/Utilities	6,000	6,000	6,000	\$500 /month
Books & References Materials	1,200	1,200	1,200	\$100 /month
Printing	1,500	1,500	1,500	\$125 /month
Licenses & Certification	3,283	2,383	-	Per Renewal Fee table
Education and Training	24,000	24,000	24,000	\$2,000 /month incl. palliative care, cultural competence, volunteer pro
Dues and Subscriptions	2,400	2,400	2,400	\$200 /month
Corporate Allocation	114,993	172,490	229,987	5% Of Net Rev., includes Payroll, Billing, IT, HR Etc.
Total Administrative Costs	733,134	998,857	1,228,247	
Total Costs	1,977,939	2,874,986	3,789,691	
EBITDA	321,931	574,819	810,048	
EBITDA Margin %	14.0%	16.7%	17.6%	
Depreciation	1,229	1,229	1,229	See Depreciation Schedule
Amortization	-	-	-	None
EBIT	320,702	573,591	808,820	
Interest Expense	-	-	-	None
Earnings before Taxes	320,702	573,591	808,820	

PART 3 of 3: Combination of Parts 1 and 2: Existing Envision Of WA operations Plus Envision Hospice - Pierce

	2021	2022	2023	2024	
REVENUE					
Total Gross Revenue	7,979,019	11,307,268	13,306,611	15,760,385	
Total Deductions from Revenue	(396,709)	(561,266)	(660,105)	(781,462)	
Total Net Revenue	7,582,310	10,746,002	12,646,507	14,978,923	
EXPENSES					
Total W2 Salaries and Benefits	2,334,278	3,586,785	4,359,762	5,350,639	
Total Contract Labor	984,210	1,040,573	1,068,995	1,124,723	
Other Patient Care costs	596,564	988,842	1,249,825	1,568,161	
Total Direct Patient Care Costs	3,915,052	5,616,199	6,678,582	8,043,523	
Total Administrative Costs	2,600,027	3,615,362	3,995,088	4,487,280	Does not double count 20% of Tacoma rent allocated to Pierce
Total Costs	6,515,078	9,231,562	10,673,670	12,530,803	
EBITDA	1,067,232	1,514,440	1,972,837	2,448,121	
EBITDA Margin %	14.1%	14.1%	15.6%	16.3%	
Depreciation	9,673	10,052	9,214	9,214	
Amortization	-	-	-	-	
Earnings Before Taxes	1,057,559	1,504,389	1,963,623	2,438,906	

Revenue Assumptions & Staffing Summary, Envision Hospice, Pierce County Only

	2022	2023	2024	
Admissions (Unduplicated Patient)	183	274	365	See Narrative: Need Question #4
Patient Days at ALOS 60	10,950	16,425	21,900	ALOS assumption based on WA average
AVERAGE DAILY CENSUS (ADC)	30.0	45.0	60.0	DOC/365

	2022	2023	2024	
DAYS OF CARE (DOC)				
Routine Home Care	10,676	16,014	21,353	97.5% based on Utah & WA averages from CMS
General Inpatient Care	110	164	219	1.0% based on Utah & WA averages from CMS
Continuous Care	110	164	219	1.0% based on Utah & WA averages from CMS
Inpatient Respite Care	55	82	110	0.5% based on Utah & WA averages from CMS
TOTAL	10,950	16,425	21,900	100%

	2022	2023	2024	
Per Diem Rates				
Routine Home Care	\$ 207.01	\$ 207.01	\$ 207.01	blend of 75% of days at high rate and 25% at low rate
General Inpatient Care	\$ 1,139.57	\$ 1,139.57	\$ 1,139.57	CMS 2021 Pierce County hospice rate
Continuous Care	\$ 523.52	\$ 523.52	\$ 523.52	CMS 2021 Pierce County hospice rate x 8 hr. minimum
Inpatient Respite Care	\$ 496.11	\$ 496.11	\$ 496.11	CMS 2021 Pierce County hospice rate

	2022	2023	2024	
Gross Revenue by Type of Care				
Routine Home Care	\$ 2,210,117	\$ 3,315,176	\$ 4,420,234	Days of Care x Per Diem Rates
General Inpatient Care	\$ 124,783	\$ 187,174	\$ 249,566	Days of Care x Per Diem Rates
Continuous Care	\$ 57,325	\$ 85,988	\$ 114,651	Days of Care x Per Diem Rates
Inpatient Respite Care	\$ 27,162	\$ 40,743	\$ 54,324	Days of Care x Per Diem Rates
TOTAL	\$ 2,419,388	\$ 3,629,081	\$ 4,838,775	

	2022	2023	2024	
Payer Mix				
Medicare Fee For Service	50%	50%	50%	Based on Utah & WA Experience
Medicare Managed Care	35%	35%	35%	Based on Utah & WA Experience
Medicaid	10%	10%	10%	Based on Utah & WA Experience
Commercial /Other	5%	5%	5%	Based on Utah & WA Experience
TOTAL	100%	100%	100%	

	2022	2023	2024	
Gross Revenue per Payer				
Medicare Fee For Service	\$ 1,209,694	\$ 1,814,541	\$ 2,419,388	Gross Revenue Total x % Payer Mix
Medicare Managed Care	\$ 846,786	\$ 1,270,178	\$ 1,693,571	Gross Revenue Total x % Payer Mix
Medicaid	\$ 241,939	\$ 362,908	\$ 483,878	Gross Revenue Total x % Payer Mix
Commercial	\$ 120,969	\$ 181,454	\$ 241,939	Gross Revenue Total x % Payer Mix

STAFFING SUMMARY - PIERCE

STAFFING INPUT - BY FTE'S				
		2022	2023	2024
CLINICAL OPERATIONS	Salary			
Medical Director/Physician(s)	205,000	0.83	1.25	1.67
Bereavement	60,000	-	0.30	1.00
Spiritual Counselor	60,000	0.81	1.22	1.62
Volunteer coordinator	42,000	0.40	0.56	0.75
Manager of Patient Services	95,000	0.50	0.75	1.00
RN's	90,000	3.00	4.50	6.00
Medical Social Worker	80,000	1.00	1.29	1.71
HHA's	30,160	3.00	4.50	6.00
TOTAL		9.54	14.36	19.75

Physician FTE for every 36 ADC
 Done by spiritual counselor until ADC reaches 40
 1 per 37 ADC; does bereavement until ADC reaches 40
 1 per 80 ADC; starts at minimum of .4 when MSW gets to .75
 Done by admin until 20 ADC; starts at .5 ; .75 at 40 ADC; 1.0 at 50 ADC
 1 per 10 ADC
 1 per 35 ADC, minimum of 1; does vol coord until reaching .75
 1 HHA per 10 ADC

ADMINISTRATIVE				
Administrator/Director	120,000	0.75	1.25	1.75
Admin Asst./Medical Records	52,000	1.00	1.25	1.75
Facility Liaison/Community Outreach	65,000	2.00	2.50	3.00
QAPI Coordinator	95,000	0.50	1.00	1.00
TOTAL		4.25	6.00	7.50

Combines regional and county level admin: Regional is .25/County is .50 2021, 1 2022, 1.50 2023
 Administrator does until ADC of 30

TOTAL FTE'S		13.79	20.36	27.25
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ENVISION HOSPICE OF WASHINGTON LLC

REQUESTS APPROVAL TO EXPAND ITS EXISTING THREE-COUNTY
PUGET SOUND AREA HOSPICE TO ALSO PROVIDE MEDICARE-
CERTIFIED AND MEDICAID-APPROVED HOSPICE CARE TO
RESIDENTS OF PIERCE COUNTY, WASHINGTON.

APPENDIX M

**PATIENT RIGHTS, RESPONSIBILITIES &
DISCHARGE POLICY**

Table of Contents
Rights and Responsibilities of the Individual
(RI)

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Patient Rights

POLICY

Hospice will provide each patient with a written notice of the patient's rights in advance of furnishing care to the patient and during the initial assessment visit. If the patient is mentally or physically incapacitated, the rights will be explained to the patient's representative.

PURPOSE

Hospice protects and promotes the rights of each individual in its care.

REFERENCE

The Joint Commission CAMHC Standards: RI.01.01.01, RI.01.01.03, RI.01.01.05, RI.01.02.01, RI.01.06.05, RI.01.06.09; Medicare CoP #s: 418.52a, 418.52b, 418.52c, 418.54a, 418.54b; CHAP Standards: HPFC 1.D, HPFC 2.D, HPFC 3.1, HPFC 4.1; ACHC Standard: HSP2-1A

RELATED DOCUMENTS

"Patient's Rights/Responsibilities" form

PROCEDURE

1. Hospice protects and promotes the rights of each patient. In advance of furnishing care to the patient and during the initial assessment visit, the patient is informed both verbally and in writing of all rights.
2. For a patient who does not speak or understand English, Hospice will make reasonable efforts to secure a professional, objective translator for Hospice-patient communications, including those involving the notice of patient rights and responsibilities. Hospice will only use family and friends as translators for the patient when an objective translator cannot be secured or if the patient specifically requests. Hospice will make reasonable efforts to have written copies of the notice of rights and responsibilities available in the language(s) that are commonly spoken in Hospice's service area. For those patients who speak languages in areas where professional translators for those languages are not readily available, using family and friends of the patient is an acceptable option if the patient agrees.
3. If a patient has been adjudged incompetent under state law by a court of proper jurisdiction, the rights of the patient are exercised by the person appointed pursuant to state law to act on the patient's behalf.

4. If a state court has not adjudged a patient incompetent, any legal representative designated by the patient in accordance with state law may exercise the patient's rights to the extent allowed by state law.
5. Hospice maintains documentation in the patient's medical record demonstrating compliance with informing each patient about their rights. The patient or representative's signature will be obtained confirming receipt of the notice of rights and responsibilities.
6. Patients will be informed of their rights on an ongoing basis as indicated.

ADDITIONAL WASHINGTON STATE REQUIREMENTS

.RESPECT AND CONSIDERATION – YOU HAVE THE RIGHT TO:

1. Be free from discrimination, mistreatment, neglect, verbal, mental, sexual, and physical abuse, including injuries of an unknown source and misappropriation of your property (exploitation), and unlawful use of restraint or seclusion. Any Envision staff who identify, notice, or recognize these incidences or circumstances must report their findings immediately to DSHS and Envision Hospice's administrator.

FILING A GRIEVANCE – YOU HAVE THE RIGHT TO:

1. Envision Hospice must document both the existence and the resolution of the complaint within our complaint log.
2. Be advised when you are accepted for treatment for care, of the availability of Washington State Department of Health's end harm hotline @ 1-866-363-4276. This number is available 24 hours per day, 7 days per week to report suspected abuse of vulnerable adults or children. Washington State also has a hotline to report complaints about licensed agencies or credentialed health care providers. The Department of Social and Health Services (DSHS) Complaint Resolution Unit phone number is 1-800-737-0617.

DECISION MAKING – YOU HAVE THE RIGHT TO:

1. Participate in, consent to, or refuse care in advance of and during treatment and be fully informed in advance about your care/services, where appropriate, including:
 - a. The disciplines that will provide the care, including the name(s), contact information, and responsibilities of staff members who are providing and responsible for your care;
 - b. A list of services offered by Envision Hospice
2. Be informed of our transfer and discharge policies, including circumstances that may cause Envision Hospice to discharge a patient.
3. Be informed of advance directive options, including the Physician Ordered Life Sustaining Treatments (POLST) form used to specify patient end-of-life wishes.
4. Have your wishes concerning end-of-life decisions addressed and to have health care providers comply with your advance directives in accordance with Washington State laws.

QUALITY OF CARE – YOU HAVE THE RIGHT TO:

1. Have a pain assessment completed and to receive effective pain management and symptom control for conditions related to your terminal illness.
2. Receive instruction on back-up care available when scheduled services are unavailable.

WASHINGTON STATE REFERENCE

RCW 70.127.120 and 43.70.250; WAC 246-335-635

Election of Hospice Care Policy/ Designation of Attending Physician

POLICY

Hospice will follow applicable Medicare rules for filing an election statement. The Hospice chosen by the eligible individual (or his or her representative) must file the Notice of Election (NOE) with its Medicare contractor within 5 calendar days after the effective date of the election statement.

PURPOSE

To define the election of Hospice services and designation of attending physician.

REFERENCE

The Joint Commission CAMHC Standards: RI.01.02.03, RC.02.02.01; Medicare CoP #: 418.24; CHAP Standards: HCPC 8.1, HCPC 9.1; ACHC Standards: HSP5-1A, HSP5-1A.01

PROCEDURE

1. At time of admission, each patient will be informed of the Hospice philosophy of care and required to sign an election statement.
 - If the patient is physically or mentally incapacitated, the patient's representative may file the election statement.

2. The election statement must include the following:
 - Identification of the particular Hospice that will provide care to the patient.
 - The patient's or representative's acknowledgement that he or she has been given a full understanding of the palliative rather than curative nature of Hospice care, as it relates to the patient's terminal illness.
 - Acknowledgement that certain Medicare services are waived by the election.
 - The effective date of the election, which may be the first day of Hospice care or a later date, but may be no earlier than the date of the election statement.
 - The signature of the patient or representative.

3. An election to receive Hospice care will be considered to continue through the initial election period and through the subsequent election periods without a break in care as long as the patient remains in the care of Hospice, does not revoke the election and is not discharged from Hospice.

4. For the duration of an election of Hospice care, a patient waives all rights to Medicare payments for the following services:
 - Hospice care provided by a Hospice other than the Hospice designated by the patient (unless provided under arrangements made by the designated Hospice). Any Medicare services that are related to the treatment of the terminal condition for which Hospice care was elected or a related condition or that are equivalent to Hospice care, except for services:
 - a. Provided by the designated Hospice.
 - b. Provided by another Hospice under arrangements made by the designated Hospice.
 - c. Provided by the patient's attending physician, if that physician is not an employee of the designated Hospice or receiving compensation from Hospice for those services.

5. The election statement must include the patient's choice of attending physician.
 - Information identifying the attending physician should be recorded on the election statement in enough detail so that it is clear which physician or nurse practitioner was designated as the attending physician. Hospice has the flexibility to include this information on the election statement in whatever format works best, provided the content requirements in are met. This should include, but is not limited to:
 - The attending physician's full name, office address, National Provider Identifier (NPI) or any other detailed information.
 - Language on the election form should include an acknowledgement by the patient (or representative) that the designated attending physician was the patient's (or representative's) choice.
 - If a patient (or representative) wants to change his or her designated attending physician, he or she must follow a procedure similar to that which currently exists for changing the designated Hospice. Specifically, the patient (or representative) must file a signed statement, with the Hospice, that identifies the new attending physician in enough detail so that it is clear which physician or nurse practitioner was designated as the new attending physician. The statement needs to include the date the change is to be effective, the date that the statement is signed and the patient's (or representative's) signature, along with an acknowledgement that this change in the attending physician is the patient's (or representative's) choice. The effective date of the change in attending physician cannot be earlier than the date the statement is signed.

6. If an election has been revoked, the patient (or his or her representative if the patient is mentally or physically incapacitated) may at any time file an election, in accordance with this section, for any other election period that is still available to the patient.

7. Effective January 1, 2019, Medicare will pay for medically reasonable and necessary services provided by Physician Assistants (PAs) to Medicare beneficiaries who have elected the hospice benefit and who have selected a PA as their attending physician. PAs are paid 85 percent of the fee schedule amount for their services as designated attending physician.

- Attending physician services provided by PAs may be separately billed to Medicare only if:
 - The PA is the beneficiary's designated attending physician.
 - Services are medically reasonable and necessary.
 - Services would normally be performed by a physician in the absence of the PA, whether or not the PA is directly employed by the hospice.
 - Services are not related to the certification of terminal illness.
 - If the PA is employed by Hospice, Hospice can bill Part A for physician services meeting the above criteria on a hospice claim. If the PA is not employed by Hospice, the PA can bill Part B for physician services meeting the above criteria. PAs are authorized to furnish physician services under their State scope of practice, under the general supervision of a physician. Services that are duplicative of what the Hospice nurse would provide are not separately billable.
 - Since PAs are not physicians, they may not act as medical directors or physicians of Hospice or certify the beneficiary's terminal illness. Hospice may not contract with a PA for their attending physician services as described in section 1861(dd)(2)(B)(i)(III) of the Act, which outlines the requirements of the interdisciplinary group as including at least one physician, employed by or under contract with the Hospice or organization. All of these provisions apply to PAs without regard to whether they are Hospice employees.
 - Physician assistants cannot certify or re-certify an individual as terminally ill, meaning that the individual has a medical prognosis that his or her life expectancy is 6 months or less if the illness runs its normal course. In the event that a beneficiary's attending physician is a nurse practitioner or a physician assistant, Hospice Medical Director or the physician member of Hospice Interdisciplinary Group certifies the individual as terminally ill.
 - The Hospice face-to-face encounter must be performed by a hospice physician or hospice nurse practitioner. PAs may not perform the face-to-face encounter.
8. When Hospice does not file the required Notice of Election for its Medicare patients within 5 calendar days after the effective date of election, Medicare will not cover and pay for days of Hospice care from the effective date of election to the date of filing of the Notice of Election. These days are a provider liability and the provider may not bill the beneficiary for them.
9. CMS may waive the consequences of failure to submit a timely-filed NOE. CMS will determine if a circumstance encountered by Hospice is exceptional and qualifies for waiver of the consequences. Hospice must fully document and furnish any requested documentation to CMS for a determination of exception. An exceptional circumstance may be due to, but is not limited to the following:
- Fires, floods, earthquakes or similar unusual events that inflict extensive damage to Hospice's ability to operate.
 - A CMS or Medicare contractor systems issue that is beyond the control of Hospice.
 - a newly Medicare-certified Hospice that is notified of that certification after the Medicare certification date, or which is awaiting its user ID from its Medicare contractor.
 - Other situations determined by CMS to be beyond the control of Hospice.

10. Notice of Election requirements effective October 1, 2020:
- Providing the individual with information indicating that services unrelated to the terminal illness and related conditions are exceptional and unusual and Hospice should be providing virtually all care needed by the individual who has elected Hospice.
 - Provide information on individual cost-sharing for Hospice services.
 - Hospice must provide notification of the individual's (or representative's) right to receive an election statement addendum, if there are conditions, items, services and drugs Hospice has determined to be unrelated to the individual's terminal illness and related conditions and would not be covered by Hospice.
 - Provide information on the Beneficiary and Family Centered Care Quality Improvement Organization (BFCC-QIO), including the right to immediate advocacy and BFCC-QIO contact information.
11. Hospice Election Statement Addendum effective October 1, 2020:
- In the event that Hospice determines there are conditions, items, services or drugs that are unrelated to the individual's terminal illness and related conditions, the individual (or representative), non-hospice providers furnishing such items, services or drugs, or Medicare contractors may request a written list as an addendum to the election statement. If the election statement addendum is requested at the time of initial Hospice election (that is, at the time of admission to Hospice), Hospice must provide this information, in writing, to the individual (or representative) within 5 days from the date of the election. If this addendum is requested during the course of Hospice care, Hospice must provide this information, in writing, within 72 hours of the request to the requesting individual (or representative), non-hospice provider or Medicare contractor. If there are any changes to the content on the addendum during the course of Hospice care, Hospice must update the addendum and provide these updates, in writing, to the individual (or representative). The election statement addendum must include the following:
 - The addendum must be titled "Patient Notification of Hospice Non-Covered Items, Services, and Drugs."
 - Name of the Hospice.
 - Individual's name and Hospice medical record identifiers.
 - Identification of the individual's terminal illness and related conditions.
 - A list of the individual's conditions present on Hospice admission (or upon plan of care update) and the associated items, services and drugs not covered by Hospice because they have been determined by Hospice to be unrelated to the terminal illness and related conditions.
 - A written clinical explanation, in language the individual (or representative) can understand, as to why the identified conditions, items, services and drugs are considered unrelated to the individual's terminal illness and related conditions and not needed for pain or symptom management. This clinical explanation must be accompanied by a general statement that the decision as to whether or not conditions, items, services and drugs are related is made for each patient and that the individual should share this clinical explanation with other health care

providers from which they seek items, services or drugs unrelated to their terminal illness and related conditions.

- References to any relevant clinical practice, policy or coverage guidelines.
- Information on the following:
 - o Purpose of Addendum. The purpose of the addendum is to notify the individual (or representative), in writing, of those conditions, items, services and drugs Hospice will not be covering because Hospice has determined they are unrelated to the individual's terminal illness and related conditions.
 - o Right to Immediate Advocacy. The addendum must include language that immediate advocacy is available through the Medicare Beneficiary and Family Centered Care-Quality Improvement Organization (BFCC-QIO) if the individual (or representative) disagrees with Hospice's determination.
- Name and signature of the individual (or representative) and date signed, along with a statement that signing this addendum (or its updates) is only acknowledgement of receipt of the addendum (or its updates) and not necessarily the individual's (or representative's) agreement with Hospice'

Revoking the Election of Hospice Care Policy

POLICY

Hospice will follow applicable Medicare rules and honor a patient's right to revoke Hospice care. A patient or representative may revoke the patient's election of Hospice care at any time during an election period.

PURPOSE

To define Hospice revocation.

REFERENCE

The Joint Commission CAMHC Standard: RI.01.02.03; Medicare CoP #: 418.28; CHAP Standard: HCDT 40.1; ACHC Standard: HSP5-11A

PROCEDURE

1. To revoke the election of Hospice care, the patient or representative must file a statement with Hospice that includes the following information:
 - A signed statement that the patient or representative revokes the patient's election for Medicare coverage of Hospice care for the remainder of that election period.
 - The date that the revocation is to be effective. (A patient or representative may not designate an effective date earlier than the date that the revocation is made.)
 - A verbal revocation of benefits is not acceptable.

2. A patient, upon revocation of the election of Medicare coverage of Hospice care for a particular election period:
 - Is no longer covered under Medicare for Hospice care.
 - Resumes Medicare coverage of the benefits waived.
 - May at any time elect to receive Hospice coverage for any other Hospice election periods that he or she is eligible to receive.

Change of the Designated Hospice

POLICY

Hospice will follow applicable Medicare rules and honor a patient's right to change the designated Hospice. A patient or representative may change, once in each election period, the designation of the particular Hospice from which Hospice care will be received. The change of the designated Hospice is not a revocation of the election for the period in which it is made.

PURPOSE

To define the procedure for changing Hospice programs.

REFERENCE

The Joint Commission CAMHC Standard: RI.01.02.03; Medicare CoP #: 418.30; CHAP Standard: HSLG 1.1

PROCEDURE

1. To change the designation of Hospice programs, the patient or representative must file, with the Hospice from which care has been received and with the newly designated Hospice, a statement that includes the following information:
 - The name of the Hospice from which the patient has received care and the name of the Hospice from which he or she plans to receive care.
 - The date the change is to be effective.

Complaint Resolution

POLICY

To provide for a prompt and equitable resolution of complaints by patients and employees.

PURPOSE

To provide a mechanism for use by the patient or employee to assure response, and, if possible, resolution of a complaint in a timely manner. To provide administrative persons an opportunity to review responses to complaints as indicated.

REFERENCE

The Joint Commission CAMHC Standard: RI.01.07.01; Medicare CoP #: 418.52b; CHAP Standards: HPFC 6.D, HSRM 1.D; ACHC Standard: HSP2-4A

PROCEDURE

1. A patient complaint may be formal or informal and in writing or verbal. The complaint may be made to any Hospice employee, volunteer or individual furnishing services under arrangement. The complaint may be made by the patient or patient representative.
2. Patients are encouraged to make suggestions for improving care and/or register complaints to Hospice without fear of coercion, discrimination or reprisal for doing so or unreasonable interruption of care.
 - Hospice will investigate complaints made by a patient, patient's family or guardian regarding treatment or care that is (or fails to be) furnished.
 - Hospice will investigate complaints made regarding a lack of respect for the patient's property by anyone furnishing services on behalf of Hospice.
 - Hospice will document both the existence and the resolution (or attempts at resolution) of the complaint. This documentation will be kept confidential, in a file titled "Complaints."
3. The designated individual to respond to and takes action to resolve complaints is the Administrator.
 - Intake information is obtained from the appropriate sources.
 - Investigative measures will be implemented based on the nature of the complaint.
 - Appropriate authorities are informed as applicable.
 - Corrective action is specific and directly related to the complaint and may be shared with complainant.
 - Patient and family rights are protected.
 - Complaint resolution is achieved in accordance with established time frames.
 - Complaints are logged, tracked and trended.
 - Complaint management is incorporated into QAPI activities.

4. Should the patient not receive a positive response to complaints within 24 hours, the patient is encouraged to speak to the Director. The patient will receive a response within three (3) business days.
5. Patients who feel further investigation is needed may appeal to the Hospice's Governing Body, who will respond to the patient within five (5) business days.
6. At any time the patient may register complaints about Hospice to the Department of Home Health Licensing and Certification. The patient may call the state Home Health Hospice hotline for complaints/grievances or questions about local home health agencies or complaints concerning advance directives. Hospice will advise patients in writing of the telephone number and hours of operation at time of admission.
7. Employees will follow the normal chain of command in pursuing resolutions to any problem. If a satisfactory resolution is not attained with the immediate supervisor, the employee:
 - Submits the written complaint to the next supervisory level.
 - This supervisor will respond to the grievance in writing within five (5) business days and work with the employee to pursue a resolution.
8. If an employee has a complaint related to what he/she determines to be discrimination based on handicap, the employee is to directly inform the Administrator.
 - The Administrator will assist the employee regarding knowledge of his/her rights and will investigate the incident which led to the allegation.
 - The employee must initiate the complaint within 30 days of the incident.
9. At admission each patient is informed regarding steps to take if he/she has any concerns related to care, treatment or services and patient safety issues.

ADDITIONAL ACHC REQUIREMENTS

1. Hospice maintains records of grievances/complaints and their outcomes and includes this information in the annual program review/evaluation. A summary of the grievances/complaints will be reported quarterly to the governing body/owner.
2. Hospice will also provide ACHC's telephone number in writing to each patient at time of admission.

Advance Directives

POLICY

Patients have the right to make decisions concerning their care, including the right to accept or refuse medical or surgical treatment, and the right to formulate advance directives as permitted under state statutory and case law. Hospice will honor each patient's known advance directives and inform an individual patient if Hospice has any limitations in respecting a patient's advance directives. A patient's admission to Hospice will not be affected by his/her desire to not formulate an advance directive or by the contents of an advance directive.

PURPOSE

To define and assure the rights of adult patients in health care decision-making.

REFERENCE

The Joint Commission CAMHC Standard: RI.01.05.01; Medicare CoP #: 418.52a; CHAP Standards: HPFC 9.D, HPFC 10.1; ACHC Standard: HSP2-6A

RELATED DOCUMENTS

“Patient Advance Directives Statement,” “Community Education Regarding Advance Directives” forms

PROCEDURE

1. Prior to coming under Hospice care, the patient will be provided with written information concerning the patient's rights under state law (both statutory and case law) to make decisions concerning medical care, including the right to accept or refuse medical or surgical treatment and the right to formulate advance directives.
 - This information will be provided by Hospice employees at time of the initial assessment before care is provided and documented in the medical record.
 - Each patient will also be informed of Hospice's written policies regarding respecting the implementation of the patient's advance directive.
 - If an adult patient is incapacitated at the time of admission or at the start of care and is unable to receive information (due to a mental disorder or incapacitating condition) or articulate whether or not he/she has executed an advance directive, staff may give the information to the patient's family or surrogate in accordance with state law. Hospice is not relieved of the responsibility to provide this information to the patient once he/she is no longer incapacitated and able to receive such information. Staff will provide advance directives information to patient at this time.

2. Staff will document in the patient's medical record whether the adult patient has executed any advance directives. Copies will become a permanent part of the patient's medical record. If copies cannot be obtained during initial assessment, the RN or SW will document the patient's wishes. All staff involved in the patient's care will be informed of the patient's advance directive.
3. No individual will be discriminated against or have care conditioned upon whether an advance directive has been executed.
4. Advance directives include:
 - Living wills.
 - Durable power of attorney for health care.
 - Any written, signed and dated document executed by the patient, which expresses the patient's health care treatment decisions.
 - Any statement (verbal or written) that revokes or modifies a previous directive becomes the current directive to be honored. Such revocation is to be noted in the patient's medical record.
 - State law authorizing a written declaration directing the withholding or withdrawing of death-prolonging procedures does not also authorize withholding or withdrawing of nutrition and hydration (food and water).
 - State law authorizing durable powers of attorney for health care does not authorize the intent to cause death by withholding or withdrawing of nutrition and hydration (food and water) which are able to be ingested through natural means.
5. In the event that the patient does not have any advance directives but would like additional information, such information will be provided by staff. The patient will inform the Hospice of any updates to advance directives.
6. If the patient has been determined to have the capacity (whether verbally or non) to make a decision, the patient may state any advance directives to Hospice professional staff.
 - Any oral advance directive will be documented in the patient's medical record.
 - The patient's attending physician will be notified of any advance directives by Hospice professional staff within 24 hours.
 - If the patient's attending physician cannot be reached, the physician on-call or Medical Director will be contacted. This contact will be documented in the patient's medical record.
7. If the patient is returning to the care of Hospice and has previously provided copies of advance directives, the advance directives will be verified as being current to this admission.
 - Verification of the current validity of the advance directives will be documented in the patient's medical record.
 - The patient's attending physician will be notified within 24 hours of the preexisting advance directives and will be requested to write appropriate orders.

8. Staff will be educated about advance directives during orientation and ongoing.
9. Hospice will provide education to the community served about advance directives.
 - Education may be provided during health fairs or community forums. Such education will be provided at least annually and documented.
 - The educational materials provided will define what constitutes an advance directive, emphasize an incapacitated individual's control over medical treatment and describe applicable state law concerning advance directives.
10. Hospice will update and disseminate to staff and patients changes to state law on advance directives no later than 90 days from the effective date.
11. If Hospice cannot implement an advance directive based on conscience, Hospice has a clear statement of any limitations. The statement includes:
 - Clarification of any differences between organization-wide conscience objections and those raised by an individual physician.
 - Identification of the state legal authority permitting such objection.
 - A description of the range of medical conditions or procedures affected by conscience objection.

ADDITIONAL WASHINGTON STATE REQUIREMENTS

1. A Physician Order for Life Sustaining Treatment (POLST) form is used as an advance directive and Envision Hospice staff will follow the indicated wishes on the completed and signed form. Form must be signed by physician as well as patient or family member. Any portions of the Physician's Order for Life Sustaining Treatment left blank or not completed will be considered as full treatment desired by the patient.
 - If the patient does not have an advance directive or Physician's Order for Life Sustaining Treatment, the form will be given to the patient or representative by Envision Hospice staff.
 - In the event of a patient emergency with Envision Hospice staff present, Envision staff will present emergency personnel with the signed Physician's Order for Life Sustaining Treatment.

WASHINGTON STATE REFERENCE

RCW 70.127.120 and 43.70.250; WAC 246-335-620

Limited English Proficiency or Impairments in Communication

POLICY

Hospice will provide for communication with persons with impairments in communication, e.g., vision, cognitive, hearing or speech impaired or Limited English Proficient (LEP) persons, including current and prospective patients, family, interested persons, employees and potential employees to ensure an equal beneficial services opportunity.

PURPOSE

To ensure adequate provisions are made for meeting the communication needs of patients, staff and others.

REFERENCE

The Joint Commission CAMHC Standard: RI.01.01.03; Medicare CoP #: 418.52a; CHAP Standard: HSRM 1.D; ACHC Standard: HSP2-8A.01

RELATED DOCUMENTS

“Translator/Interpreter Availability” form

PROCEDURE

1. Hospice will facilitate the provision of interpretation (including translation services) as necessary. If a translator is needed, the Director is responsible for contacting an interpreter. In order to ensure competency of translators, family members or friends may be used as the translator only if specifically requested by the patient.
2. Hospice maintains a list of community translators/interpreters.
3. Hospice will facilitate communication by utilizing other special devices or communication aids.
4. When a significant portion of the Hospice case load (25% or greater) understands one language that is not English, Hospice provides required written materials in that language to patients, e.g., Rights and Responsibilities, etc.

Guidelines for Effective Communication With Sensory Impaired Patients

POLICY

Hospice will provide a variety of communication resources to sensory impaired patients.

PURPOSE

To provide adaptive communication tools to promote communication between patient and staff.

REFERENCE

The Joint Commission CAMHC Standard: RI.01.01.03; Medicare CoP #: 418.52a; CHAP Standard: HSRM 1.D; ACHC Standard: HSP2-8A.01

RELATED DOCUMENTS

“Sensory Impaired Patient Information Sheet” form

PROCEDURE

1. All hearing impaired patients will be consulted as to their preferred method of communications, which may include:
 - Use of a qualified sign language or oral interpreter.
 - Lip reading.
 - Handwritten notes.
 - Patient/caregiver/significant other.
 - Any combination of the above.
2. The Director will contact a qualified sign language or oral interpreter. If the patient designates a family member or friend as an interpreter, the request will be honored.
 - A note will be placed in the patient’s medical record.
3. Sign language interpreters may be used in the following situations:
 - Explaining procedures, medications or treatments.
 - Obtaining consent for treatment.

- Taking histories.
 - Explaining patient rights and responsibilities.
 - Explaining financial responsibilities.
4. If a TDD (Telecommunications Device for the Deaf) or TTY (Teletypewriter) is needed for communication with a deaf patient, Hospice will make arrangements to provide this service.
 5. For additional information, contact:

Office for Civil Rights
U.S. Dept. of Health and Human Services

Patient Security, Privacy and Property

POLICY

Hospice will establish measures regarding patient security and privacy.

PURPOSE

To provide measures to address privacy and security during the course of care and respect of patient's property.

REFERENCE

The Joint Commission CAMHC Standards: RI.01.01.01, RI.01.06.05; Medicare CoP #: 418.52b; CHAP Standard: HSRM 1.D

PROCEDURE

Security

- Patients are encouraged to keep emergency telephone numbers near telephone and to keep doors locked.
- Patients are instructed to only allow Hospice staff to enter their homes that have proper identification.
- Staff will wear identification badges during the provision of all Hospice services.

Privacy

- Employees are to keep the patient covered at all times while providing patient care.
- Visitors and others are asked to leave during patient care.
- Any photos taken are for the purposes of documentation are taken only with the written consent of the patient.

Property

- Patients are instructed to notify Hospice of missing/damaged property, money or valuables.
- In the event an admission of theft is made, every attempt will be made to recover the loss from the employee involved. The employee will be terminated.
- Hospice will offer full cooperation to police or any other investigative authority.
- Employees are to use care when performing care and in handling patient's property/possessions.
- If an employee damages a patient's property/possession, the employee will immediately notify his/her supervisor.

Do Not Resuscitate (DNR)

POLICY

Hospice will obtain current orders regarding resuscitation from patient's physician and proceed according to patient's wishes and applicable laws and regulations.

PURPOSE

To provide a mechanism for obtaining current Do Not Resuscitate (DNR) orders from a patient's physician and Hospice's policies regarding DNR.

REFERENCE

The Joint Commission CAMHC Standard: RI.01.05.01; Medicare CoP #: 418.52a; CHAP Standard: HSLG 1.1; ACHC Standards: HSP2-6A, HSP2-6A.01

PROCEDURE

1. All patients served by Hospice will be resuscitated except those patients who have signed physician orders for DNR.
2. DNR orders are included in the IDG plan of care, if patient is a DNR at time of admission.
3. If a physician's order for DNR is obtained after patient admission and/or before the next IDG plan of care renewal is due, the Staff Nurse will take the verbal or telephone order from the physician and will send to the physician to authenticate. The order will subsequently be included on the next IDG plan of care update.
4. Staff should listen carefully to what patients are saying and take "cues" from a patient who verbally and nonverbally appears to desire to discuss the potential for impending death. Should the patient appear to be communicating to the staff member his/her wishes regarding life-sustaining measures and/or resuscitation, the staff member should encourage patient to ventilate feelings and involve the patient's family in such discussions as indicated and desired by the patient. The staff member should ascertain at the end of the discussion what the patient desires. Should the patient desire a DNR order, the staff member will consult with his/her supervisor. The appropriate professional staff member will then consult with the patient's attending physician regarding a DNR order.
5. All discussions with patients, families, significant others and/or physicians will be documented by the involved staff member(s) in the patient's medical record.

6. Resuscitation details (verbal and written) will be made available to all caregivers.
7. Copies of DNR orders will be kept in the patient's medical record.
8. All staff who is CPR certified will render CPR in the event of cardiac arrest to those patients who are not DNR's. Staff who is not CPR certified will summons "911" or emergency medical rescue assistance (whichever is available to service patient's residence).

Forego and/or Withdraw Life-Sustaining Care

POLICY

All employees will report to the Director any patient/caregiver's requests to forego or withdrawing life-sustaining care.

PURPOSE

To develop an awareness of patient/caregiver's desire to discontinue any life-sustaining treatment.

REFERENCE

The Joint Commission CAMHC Standard: RI.01.05.01; Medicare CoP #: 418.52a; CHAP Standard: HSLG 1.1; ACHC Standard: HSP2-6A.01

PROCEDURE

1. The patient has the right to participate in the decision to forego and/or withdraw life-sustaining care. Hospice staff, the patient's physician and other allied health care professionals involved in the care of the patient will participate in informing the patient/caregiver of expected outcomes for the decision to forego and/or withdraw life-sustaining care. Hospice will respect the patient/caregiver's informed decision to forego and/or withdraw life-sustaining care according to Hospice's mission and philosophy.
2. Documentation regarding patient/caregiver's decisions to forego and/or withdraw life-sustaining care will be entered in the patient's medical record by the involved staff members. Such documentation will include any discussions between staff, patient, caregiver, physician and other allied health care professionals, as well as appropriately authenticated physician orders. Visit notes, progress notes, communication notes and physician summary reports may include such documentation.
3. Written or verbal notification will be given to the Director who will in turn notify the following:
 - The patient's physician.
 - The family that the patient's physician has been notified.
 - IDG members.

4. Hospice will not discontinue treatment except as required by law or court order.
 - Hospice will comply with patient's advance directive or durable power of attorney, in accordance with state and federal law.
 - Hospice will not be involved in removing mechanical life support or life-sustaining treatment as defined by state law.

Consent for Filming or Recording

POLICY

Hospice requires patient consent when filming or recording is to be used for any purpose other than identification, diagnosis or treatment. Filming and recording include photography, video, audio and/or electronic media.

PURPOSE

To define the process for consent for filming or recording.

REFERENCE

The Joint Commission CAMHC Standard: RI.01.03.03; Medicare CoP #: 484.10c; CHAP Standard: HSRM 1.D

PROCEDURE

1. When a patient is to be filmed or recorded for any purpose other than identification, diagnosis or treatment, the patient will be required to give consent.
 - The consent will be documented.
 - The purpose of the filming or recording will be documented.
2. Consent must be obtained prior to the filming or recording. If the patient is not able to give consent in advance, the filming or recording:
 - Must be performed in an ethical manner.
 - Must remain in Hospice's possession until and unless consent is obtained.
 - If consent is not subsequently obtained, the film or recording is either destroyed or the non-consenting patient must be removed from the film or recording.
3. The patient will be informed of specific rights:
 - The patient has the right to request cessation of filming or recording.
 - The patient has the right to rescind consent for up to a reasonable time before the film or recording is used.
4. External persons (not employees of Hospice) who engage in filming or recording a patient must sign a confidentiality statement to protect the patient's identity and confidential information.

Patient/Family Responsibilities

POLICY

Patient/family are informed orally and in writing of their responsibilities related to the care provided.

PURPOSE

To ensure that the patient/family are informed regarding their responsibilities.

REFERENCE

The Joint Commission CAMHC Standard: RI.02.01.01; Medicare CoP #: 418.52b; CHAP Standard: HPFC 1.D; ACHC Standard: HSP2-2A

RELATED DOCUMENTS

“Patient’s Rights/Responsibilities” form

PROCEDURE

1. In advance of furnishing care to a patient or during the initial assessment visit, the patient is informed both verbally and in writing of their responsibilities.

Consent

POLICY

Patients (and family members, if appropriate) will participate in the IDG plan of care, as well as planning for transfer, referral or discharge.

The patient will receive information regarding his/her condition, technical procedures and benefits and effects of the procedure. All patients will sign giving consent for Hospice to admit and treat patient.

PURPOSE

To inform the patient or appropriate family members of risks/benefits associated with any care provided in the home.

REFERENCE

The Joint Commission CAMHC Standard: RI.01.03.01; CHAP Standard: HSRM 1.D

PROCEDURE

1. All care provided by Hospice requires consent for care.
2. At time of initial assessment, the RN will obtain consent for care.
3. If patient agrees with proposed care and physician's orders, the patient will be asked to sign the consent form.
 - A surrogate decision maker may give consent if:
 - Patient is not physically able to sign form.
 - Patient has been judged mentally incompetent.
 - Patient requests that surrogate decision maker sign consent.
4. The consent form will be included in the patient's medical record.
5. In the event of a patient emergency at time of initial assessment, e.g., patient experiences cardiopulmonary arrest during visit and is not a DNR, the admitting RN may render emergency care without consent.
6. The RN will include the patient in the IDG plan of care at the time of assessment and for the duration of care.

7. Special consents will be obtained and signed by the patient for experimental procedures.
8. Hospice provides no treatments or procedures that required informed consent.
9. At time of initial assessment and on an ongoing basis, each patient will be informed of the name of the staff member responsible for care and the name of the staff member providing care.
10. At the time of the initial assessment, each patient will be informed orally and in writing of payment responsibility (if any). The patient will also be informed orally and in writing on an ongoing basis of changes in payment responsibility, but no later than five (5) calendar days from the date that Hospice becomes aware of the change.

Outcomes of Care

POLICY

Hospice will inform the patient and family (when appropriate) about outcomes of care.

PURPOSE

To define Hospice's role regarding a patient's outcomes of care.

REFERENCE

The Joint Commission CAMHC Standard: RI.01.02.01; CHAP Standard: HSRM 1.D; ACHC Standards: HSP1-7A.01, HSP4-2J.02

PROCEDURE

1. Hospice staff will inform the patient and family (when appropriate) about outcomes of care that have been provided by staff.
2. The Administrator and/or Director will inform the patient and family (when appropriate) about any unanticipated outcomes of care that relate to sentinel events.

ADDITIONAL ACHC REQUIREMENTS

1. Negative outcomes affecting accreditation, licensure or Medicare/Medicaid certification are reported to ACHC within 30 days of the occurrence. The report includes all actions taken and plans of correction.
2. Incidents that must be reported to ACHC include, but are not limited to:
 - License suspension(s).
 - License probation; conditions/restrictions to license(s).
 - Non-compliance with Medicare/Medicaid Regulations identified during survey by another regulatory body.
 - Revocation of Medicare/Medicaid/Third-Party provider number.
 - Any open investigation by any regulatory or governmental authority.
 - Hospice agrees to a corporate integrity agreement.

ENVISION HOSPICE OF WASHINGTON LLC

REQUESTS APPROVAL TO EXPAND ITS EXISTING THREE-COUNTY
PUGET SOUND AREA HOSPICE TO ALSO PROVIDE MEDICARE-
CERTIFIED AND MEDICAID-APPROVED HOSPICE CARE TO
RESIDENTS OF PIERCE COUNTY, WASHINGTON.

APPENDIX N
ENVISION BUSINESS PLAN
GOALS & STRATEGIES

Envision Goals for Additional Pierce County Hospice Services and Benefits

Program Detail

- Goal 1: Respond with focused capabilities to specific clinical groups with special needs, in particular:
- A. Patients with Alzheimer’s or other dementias and their caregivers
 - B. Support to “pre-hospice” patients with advanced care planning & palliative care
- Goal 2: Making hospice care as accessible as possible in the broadest array of settings including:
- A. Telemedicine at home
 - B. Assisted living facilities
 - C. Adult family homes
 - D. Nursing homes
 - E. Homeless outreach
 - F. Mobile outreach clinics
- Goal 3: Respond to specific cultural and demographic groups with appropriate and relevant communications and care with programming emphasis on:
- A. Veterans
 - B. Latinos and Spanish-speaking residents
- Goal 4: Reducing suffering through availability of:
- A. Excellence in palliative care
 - B. “Your Hand in Mine”

C. Death with Dignity

Goal 1A: Specialty Program for Patients with End Stage Alzheimer's and Dementia

Approximately 5.5 million Americans have Alzheimer's dementia in 2017 and of the people who have Alzheimer's dementia, 82% are age 75 or older. The anticipated rise in Americans living with Alzheimer's by 2050 could be as high as 16 million. Specifically, in the State of Washington, the percentage change in the number of Americans age 65 and older with Alzheimer's dementia is projected to be over 27%.

In regard to hospice, 16.5% of patients have a principal diagnosis of dementia. Dementia is the third top principal diagnosis after cancer and cardiac; and more hospice patients will have secondary diagnoses of dementia. One in three seniors die with Alzheimer's or another dementia. Dementia diseases kill more than breast cancer and prostate cancer combined and it may cause even more deaths than official sources recognize. Furthermore, since the year 2000, deaths from heart disease (the leading cause of death) have decreased by 14% while deaths from Alzheimer's disease have increased by 89%.

The cost to the nation in 2017 was estimated at \$259 billion and alarmingly by 2050 these costs could rise as high as \$1.1 trillion. Other health costs that are difficult to measure are the physical decline of the family member or other caregivers caring for people with Alzheimer's or another dementia. 35% of caregivers for people with Alzheimer's or another dementia report that their health has gotten worse due to care responsibilities, compared to 19% of caregivers for older people without dementia.

Hence, due to the anticipated growing needs and financial impact on Medicare costs, Envision Hospice will provide a specialized care program for patients with Alzheimer's and Dementia that sets it apart.

Components of this program include:

- Patient and family centered care –
 - Recognize the patient and family as the unit of care.

- Coordinated care planning includes bereavement needs, interventions, goals and outcomes for both the patient and family.
- Expectation that care provided conveys respect and dignity that is responsive to the needs of the patient and family.
- Assessments include acknowledging the individuality, culture, capacity, and abilities of each patient and family.
- Ethical behavior and consumer rights –
 - Education to the patient/family about the dementia disease process to ensure informed consent regarding treatment decisions and care planning
 - Expectation that staff ascertain and honor the wishes, preference, concerns, priorities and values of patients and their families consistent with local laws, regulations, and the organization’s values and policies.
 - Ethical committee established to review policies and procedures.
- Clinical excellence and safety –
 - Follows evidence-based Alzheimer’s Association Dementia Care Practice Recommendations.
 - Dementia specific care practices may include:
 - Aromatherapy
 - Music therapy
 - Therapeutic touch
 - Advanced feeding techniques
 - Pre-death bereavement support for families and caregivers
 - Other specific evidenced base interventions for dementia care
 - Understanding and assessing pain in patients who can’t communicate verbally.

- Case review with Hospice Medical Director to distinguish dementia from similar symptoms of delirium which may be reversible.
- Inclusion and access –
 - Dementia specific admission criteria are continuously reviewed to ensure best practices are followed (FAST scoring, etc.).
 - Collaboration with Alzheimer Association for patient and family resources.
 - Inclusiveness is assured so that all individuals have access to hospice programs and services regardless of disease or other characteristics.
- Organizational excellence –
 - Organizational leaders will complete Alzheimer Association’s Certification Program and ensure services provided are appropriate.
 - Marketing materials describe services available for all patients regardless of diagnosis or disease.
 - Organizational leaders are expected to build and sustain a culture of quality and accountability that values collaboration and ensures ethical business and clinical practices.
 - Follows NHPCO Standards of Practice for Hospice Programs
- Workforce excellence –
 - Interdisciplinary team members have dementia specific training that addresses the following needs by utilizing the Alzheimer’s Association essentials training:
 - Physical
 - Emotional
 - Spiritual
 - Grief and bereavement issues.

- Interdisciplinary team members demonstrate dementia specific competence in?
 - Assessment of prognosis/terminality
 - Documentation of prognosis/terminality
 - Care planning for Alzheimer's and dementia
 - Care interventions for people with Alzheimer's and dementia
 - Evaluation of dementia specific care outcomes.
- Performance measurement for Alzheimer's and dementia specialty program includes –
 - Collecting, analyzing, and actively using performance measurement data to foster quality assessment and performance improvement in all areas of care and services.
 - Collecting performance and outcome data related to patient care.
 - Participating in the collection of hospice comparison data as a means to determine areas for improvement.

Goal 1B: Pre-hospice and Advanced Care Planning

Many persons who face a terminal illness and are eligible for hospice care do not choose it. A combination of regulatory, reimbursement and cultural barriers stand in the way. These barriers result in there being a substantial unmet need that is not filled by the hospice benefit. Among those are three that Envision Hospice plans to address in Pierce County:

- Many are not aware of hospice or that their specific terminal illness makes them eligible.
- Many are aware of hospice but are uncomfortable with the Medicare hospice requirement to forego curative treatment.
- Many are not involved enough in their own care planning and direction to make a decision either way.

Palliative care - reducing suffering through treatment of pain and discomfort - has always been a cornerstone of hospice care. But the clinical skills available through hospice care are now becoming more widely available throughout the health care system. Over the last twenty years, health care providers including hospitals and physicians have taken the challenge to address their patients' need for palliative care regardless of their stage of illness.

Gradually, hospice organizations have also begun providing palliative care to terminally ill persons outside the hospice benefit. This trend has grown and, nationally, NHPCO reports that a majority of hospice agencies respond to this unmet need by offering "pre-hospice" or palliative care to non-hospice enrollees. The greatest barrier to a broader offering is the lack of reimbursement for these services and the lack of agency knowledge about billing for services outside the Medicare hospice benefit.

The typical setting for "pre-hospice" palliative care is the home or hospital. Envision's plan to offer its services in a broad array of settings will afford the opportunity to offer "pre-hospice" in patients' homes. Physicians, nurse practitioners and social workers with Envision's

hospice or with Envision Physician Group¹ will be able provide services in retirement home, assisted living, adult family home and nursing home settings. Upon start-up, Envision will assess the need in Pierce County and tailor its services; among those:

- Advanced Care Planning, assistance with determining goals of care
- Pain and symptom management
- End-stage disease management
- Palliative care consultation
- Support and bereavement services to patients and families.

Hospitals are another location for “pre-hospice” or palliative care provided by the hospice but outside the hospice benefit. As an example, a palliative care consultation by a hospice agency’s palliative care specialist can benefit patients during their hospital stay at a hospital that does not have its own palliative care team or palliative care specialist on its hospitalist team. Such a patient with terminal illness may even elect hospice enrollment, be referred to a hospice and continue his or her hospital stay as a GIP (General Inpatient) patient of the hospice.

Envision is committed to working with local providers to help fill this gap in the health care system. Each community will be different and require that Envision leaders and clinicians practice good communication, coordination, and collaboration with other providers. The specific services Envision can offer will be determined as it learns more about the programs that already exist in Pierce County.

¹ Hospice agencies can choose between offering these services directly through their Medicare agency or through establishment of a separate billing entity.

Goal 2A: Tele-medicine at home

Envision Hospice of Washington will include tele-medicine services as an adjunct to its in-home hospice visits. For patients and their caregivers who have access to Wi-Fi or cellular data in their homes, Envision will offer an electronic tablet to be used to communicate as needed with hospice staff or patients and their care-givers can use their own device.

By using video conferencing technology, an Envision hospice patient will have the ability to call his or her nurse directly and connect face to face with the press of a single button on an electronic tablet. This technology and service permits Envision to connect with and care for hospice patients remotely. Patients and their caregivers may also use a desktop application to connect face to face.

Benefits include:

- Improving response time and reducing hospitalizations – after-hours calls or unscheduled needs can get immediate real-time assessment and education from qualified clinicians that can assist in preventing unnecessary hospitalizations and decrease patient and family anxiety.
- Accurately prioritizing patients – know who needs help now and what kind of help each needs (clinical, behavioral, spiritual) via remote contact.
- Using resources efficiently – reduce windshield time of clinicians' driving by intervening with the right resource (MD, NP, RN, MSW, Spiritual Counselor) the first time, remotely or in person.
- Improving patient care and outcomes – increase patient and family confidence, reduce stress, and improve family satisfaction with care plans and better care team coordination.
- Expanding geographic reach – better serve remote and rural populations with secure video conferencing.

The simplicity of the connection via the electronic tablet in the hospice patient's home - as well as the application being device agnostic - makes Envision Hospice of Washington's tele-medicine project a differentiating factor in its delivery of available, accessible and cost-effective hospice and palliative care.

Goal 2B: Serving Residents of Assisted Living Facilities

When a Pierce County resident moves to an assisted living facility, that becomes the person's home. These facilities provide an intermediate level of care for people who need assistance with their daily activities but wish to remain as independent as possible for as long as possible.

When a resident of an assisted living facility requires more care than can be provided by the facility he or she may require admission to a hospital or nursing home. But more and more services can be brought to the assisted living facility including hospice.

Envision has extensive experience providing hospice services, in concert with the staff at assisted living facilities, to the residents with terminal illness. Just as care is provided to residents in their own homes, hospice care is also provided in assisted living facilities.

Envision's affiliated mobile medical clinics, operated as Preferred Medical Group provides regular medical care using the services of contracted physicians and ARNP's. These services are designed for the resident who has difficulty making the trip to the doctor's office and are billed as a regular "physician visit." These mobile clinic services in **Pierce** County assisted living facilities will be able to offer Advanced Care Planning and pre hospice palliative care to residents who have not yet made the decision to enter hospice.

Once a resident selects hospice care, the resident may be able to remain in the facility during their last months of life instead of transferring to a facility with a more intense level of care. Envision's affiliated hospice, serving five counties in Utah has extensive experience providing hospice care in ALF's. Envision and the ALF staffs work closely together to provide the best possible care for the ALF resident. Good communication between the family, the assisted living staff, hospice staff and paid caregivers (if they are involved) can make all the difference in the hospice experience.

Goal 2C: Serving residents of Adult Family Homes

The Washington Department of Health reports active licenses for 386 Adult Family Homes in Pierce County. Department inventory shows the licensed beds in the county total 2208. Residential Care Services, the agency that regulates these homes, reports that 70% of the adult family home residents are over age 65. Assuming an occupancy rate of 90% overall, this means over 1,391 vulnerable persons ages 65 and over lived in these facilities in Pierce County in 2019.

Through planned outreach to Pierce County adult family homes, Envision Hospice of Washington will provide additional information about hospice and its benefits to both patients and to the managers and caregivers of those facilities. Since a very large number of adult family home residents are living with dementia, this outreach also corresponds to Envision of Washington's specialized program for hospice patients with Alzheimer's or other forms of dementia.

Goal 2D: Serving residents of Nursing Homes

The Washington Department of Health's 2015 data show that 1,312 persons died in Pierce County nursing homes out of a total of 6,667 county deaths for the year. This means 20%, or one out of five of all 2015 Pierce County deaths occurred in nursing homes. Yet, only 11% of the deaths by patients of hospices that serve Pierce County took place in long term care facilities. This comparison suggests there is substantial unmet need for hospice care among Pierce County nursing home residents.

Envision Hospice of Washington will reach out to Pierce County nursing homes with the goal of developing formal agreements with them to offer hospice care to their long-term residents. Under those arrangements, Envision hospice team members work closely with the nursing home staff to augment and support the care being provided.

In light of the great number of nursing home residents that suffer from Alzheimer's disease and other dementias, the nursing home resident population will be a focus of Envision's plan to provide specialized care and comfort to that clinical group and their families. Studies have shown that having hospice staff visit nursing home residents results in nursing home staff more quickly recognizing the need for hospice among more of their patients. Additionally, the Envision emphasis on expertise in palliative care will benefit not only its own hospice patients but will influence nursing home staff's awareness of pain management strategies for their other patients.

Goal 2E: Homeless outreach

Among the many underserved groups in Pierce County are those facing temporary homelessness and those living with chronic homelessness. Envision commits to serve homeless persons facing terminal illness. While Envision already serves a number of King and Pierce County homeless persons through its Medicare-certified home health agency, it also commits to serving homeless persons facing end-of life-illness.

Envision's current experience caring for homeless persons in the Puget Sound region reveals the extreme diversity in the needs and barriers to healthcare among this group. Its members cover a full spectrum of races, ethnicities, languages, ages, disabilities, chronic and acute healthcare problems. As a result, Envision has learned to approach the care of each homeless person it has served with a tailored plan – one that is developed in concert with the person's other providers and the support of the many advocates and services for homeless persons serving Puget Sound communities.

Envision's initial plan for serving homeless persons in Pierce County will prioritize the chronically-homeless, whether sheltered or not. In developing outreach and referral relationships, Envision's approach emphasizes three key points of contact:

- harm reduction services (needle exchange, etc.)
- medical respite (post-acute temporary housing)
- staff at homeless shelters and other community organizations serving the homeless

In Pierce County, development of specific contacts and relationships will initially include:

Shelters and housing

- 1) Pierce County Coordinated Entry
- 2) Tacoma Rescue Mission
- 3) Nativity House Shelter
- 4) Veteran Housing Option Group
- 5) CCS Family Day Center
- 6) Comprehensive Life Resources
- 7) HYPE Center

Service providers and harm reduction

- 1) ADRC Hospital to Home
- 2) Pierce County Alliance
- 3) Pioneer Counseling Services

- 4) Metropolitan Development Council
- 5) SeaMar Behavioral Health
- 6) Foundation El Camino
- 7) Consejo Counseling
- 8) Valley Cities Clinics
- 9) Muckleshoot Behavioral Health
- 10) Medically-assisted treatment programs
- 11) People's Harm Reduction Alliance, South Sound
- 12) Tacoma Needle Exchange - Puyallup, Central, Health Dept.
- 13) Dave Purchase Exchange Project

Goal 2F: Envision's Mobile Outreach Clinics

In many cases, terminally ill patients referred to hospice upon hospital discharge (e.g., by a hospitalist) or by family members have not been referred by their own physicians and may not have regular physicians. Under the Medicare hospice program, a patient may have an “attending physician” in addition to the hospice medical director who is responsible for the patient’s hospice plan of care.

While the hospice patient has the entire medical community from which to choose, one choice is available through Envision Hospice’s affiliated organization, Envision’s Preferred Medical Group, a mobile outreach clinic staffed by physicians and ARNP’s. This service provides regular medical care to persons who have difficulty traveling to a doctor’s office. As an adjunct to its Pierce County home health agency, Envision’s Preferred Medical Group already provides such mobile services to residents of assisted living facilities, adult family homes and in patients’ own homes.

In addition to providing regular medical care to the patient, Preferred Medical Group hospice-related services by its providers can include:

- Advanced Care Planning (as defined by CMS Medicare Benefits)
- Palliative care/pre-hospice pain and symptom management
- Regular attending physician visits can be made to hospice patients in their places of residence

Goal 3A: Specialized services for Veterans

Nearly 1 in 4 deaths today is that of a veteran. In fact, Envision finds that 40% of its Pierce County home health patients have veteran status. And, Envision's Utah hospice experience includes service to many veterans and their families.

Envision Hospice of Washington will adopt a focus on the veteran population of Pierce County and is committed to providing compassionate care to terminally ill veterans and their families. The service and sacrifices that many veterans made results in trauma that shapes their needs at the end of life. Our services and capabilities tailored to veterans will include:

Staff training

Envision Hospice of Washington LLC will participate in "We Honor Veterans," an organized program developed by the National Hospice and Palliative Care Organization in collaboration with the Department of Veterans Affairs to improve the quality of care for US military veterans.

"We Honor Veterans" involves education and training to recognize the unique needs of veterans and their families. As part of the program Envision Hospice staff will receive training regarding the needs of veterans based on where and when they served, to better tailor services and understand the unique circumstances of each conflict and generation.

Training will address the difficult circumstances faced by some veterans near the end of life, including financial and benefit concerns, post-traumatic stress disorder, unresolved issues associated with the stresses of military service, depression and suicide.

Volunteer program

As part of its special services for veterans, Envision Hospice will develop a veteran-to-veteran volunteer program for both hospice outreach and information and for in home visits for veterans who are hospice patients whether they live in assisted living, adult family home or nursing home. Volunteer Program will include additional training for veteran services and we will recruit veterans as hospice volunteers.

Veteran outreach

Outreach and education to veteran groups and community providers to increase awareness and earlier access to hospice care for veterans.

Veterans Administration

Familiarity with the VA system and how to identify and access benefit options for veterans. Coverage of hospice care for veterans by the VA, TRICARE, Medicare, Medicaid, private insurance and other forms of reimbursement. Coordination of care with the staff of the local VA medical center, including joint visits when appropriate.

Bereavement and recognition

A full range of bereavement support, including grief and loss programs, support groups and memorial services for veterans' loved ones. Recognition and celebration of important events, including holidays such as Veteran's Day and military anniversaries.

Goal 3B: Latino Outreach

For cultural and ethnic minorities, language is a key barrier to optimum hospice care but not the only one. Cultural norms and traditions surrounding illness, death, and dying are major factors in outreach and care. In setting goals for cultural competence, Envision Hospice of Washington determined that a focused effort on a cultural group with large numbers in Pierce County will be the most effective use of resources. It examined Pierce County demographics, census information and hospice utilization. Envision Hospice concluded that the large size, cultural differences, and increasing diversity of the Pierce County Latino population merits a program of special emphasis and resources in Envision hospice outreach and care.

Fortunately, the National Hospice and Palliative Care Organization has developed useful materials for guiding the development of such a program. But, rather than just adopt such a national model, Envision plans to tailor the NHPCO recommendations to the needs of Pierce County Latinos.

Envision recognizes the Department's interest in using the Certificate of Need Program and its decisions to expand hospice use among Washington's underserved groups. Its tiebreakers for concurrent review clearly call for applicants to

- identify groups in need in the selected service area
- quantify that need and
- describe their plans and resources to effectively meet that need.

In setting goals for cultural competence, Envision Hospice of Washington determined that a focused effort on a cultural group with large numbers in Pierce County will be the most effective use of resources and have the potential to have the greatest impact. It examined Pierce County demographics, census information and hospice utilization.

The table below is based on the OFM Small Area Demographics Estimates Program last updated in February 2020. It estimates the Pierce population by race and Hispanic origin through 2019. Envision's additional analysis of the estimates provides the percentage of each group as a portion of the total Pierce County population.

A table of this type is required since census-identified minority groups can be distinguished by either race, by cultural/language minority, or by both. This combined table allowed Envision to consider where its minority outreach efforts might result in the most impact on hospice utilization and end of life experiences in Pierce County.

Looking at this data along with other sources, Envision Hospice concluded that the large size of the Pierce County Hispanic population merits a program of special emphasis and resources in Envision hospice outreach and care. At 11% of the Pierce population, the Hispanic population is the second largest of the race and ethnic groups with the Asian being second largest at 7%. It is important to note that Pierce County’s Hispanic population is larger than the total population of 25 of the counties in Washington, all of which have hospice agencies.

Table 2. Hispanic and Non-Hispanic Population by Race, Pierce County
 Washington State Office of Financial Management, Forecasting and Research Division

OFM 2019 Estimate

-----Non-Hispanic -----

	Total	Total Non-Hispanic	White	Black	AIAN	Asian	NHOPI	Two or More Races	Total Hispanic
Pierce #	888,300	790,783	582,787	62,826	9,8299	62,295	14,049	58,997	97,517
Pierce %	100.0%	89.0%	65.6%	7.1%	1.1%	7.0%	1.6%	6.6%	11.0%

Fortunately, the National Hospice and Palliative Care Organization has developed useful materials for guiding the development of such a program. And, as part of its Latino outreach program, Envision plans to develop working relationship with organizations such as Centro Latino of Pierce County, Sea Mar, Community Health Care Clinics (FQHC’s) and others that frequently address the needs of minority communities.

NHPCO ‘s guidance emphasizes a central theme:

“Build trust and develop plans together before acting on Latino outreach.”

The outline below reflects Envision’s plans to plan before it acts - to understand and build relationships with the goal of providing appropriate care that emphasizes the dignity of each person:

1. Research the geographic and national origin of Pierce County Spanish-speakers. While the majority of Washington’s Latino population of nearly a million persons is Mexican by heritage, Central America is a growing source.
2. Recruit Spanish-speaking outreach staff and/or volunteers to assist in building initial relationships and trust. Incorporate Latino volunteers into Envision’s ongoing corps of volunteers.
3. Interview local Latino leaders and hold focus groups in a learning mode. Explore interest in and create an advisory committee to guide planning and receive progress reports.
4. Interview local Latino leaders and hold focus groups in a learning mode. Explore interest in and create an advisory committee to guide planning and receive progress reports.
5. Provide cultural competence training to all Envision staff. Emphasize the importance of non-verbal communication for non-Spanish speakers.
6. Connect with other providers that serve Latinos and learn from them.
7. Based on what is learned, develop appropriate print material and media plan, e.g., use of Spanish-speaking radio or TV, social media, etc.
8. Building on relationships and advice, plan detailed outreach plan tailored to Latino community values and cultural norms. Prioritize groups for connections, e.g., churches, ESL classes, Latino providers, etc.
9. As a learning organization, seek feedback from Envision’s Latino hospice patients and adjust outreach materials and approaches as needed.

10. Provide progress reports to Latino leadership and advisors, inviting suggestions for continual improvement.

Goal 4A: Distinction in Palliative Care

Envision Hospice of Washington is surveyed by ACHC as part of its Medicare-certification process. Envision Hospice will meet the rigorous standards for and apply for ACHC's extra level of hospice accreditation, its "Distinction in Palliative Care." ACHC reports that only one other hospice in Washington has achieved this distinction. Please see Appendix W for the ACHC standards for achieving this level of palliative care recognition.

Palliative medicine provides patients with relief from symptoms, pain and stress of a serious illness. It is appropriate for any diagnosis; it can be provided along with curative treatment or to a patient that has elected hospice. Palliative care is provided by a team of doctors, nurses and other specialists who work with a patient's primary care physician to provide an extra layer of support. Both palliative care and hospice address the wide range of quality of life issues. In particular, hospice is palliative medicine for patients for whom curative care is no longer viable and who have a prognosis of six months or less to live. While there is a movement among providers to offer palliative care more broadly to patients, it has always been a cornerstone of hospice care. Any hospice team must have training and experience in pain and symptom management.

Of particular interest are standards that relate to other Envision goals, e.g.,

- Written policies and procedures describe the mechanisms the palliative care program uses to provide care for patient/families of different cultural backgrounds beliefs, and religions. Team members make efforts to understand how cultural beliefs, perceptions and practices affect treatment options, services and the plan of care. Team members make efforts to accommodate dietary and ritual practices.
- The program supports a multi-cultural work environment. It does not discriminate on the basis of race, color, religion, sex, sexual orientation or national origin.

Other pertinent standards address:

- Complex ethical issues
- Role of volunteers in palliative care
- Discussion of emotional stress by patient care team
- Addressing misconceptions regarding use of opioids

- Addressing mental health issues of patients and family members
- Plan of care for the dying process developed with patient and family

Goal 4B: “Your Hand in Mine”

“Your Hand in Mine” is a volunteer program at Envision Hospice that provides the reassuring presence of a volunteer companion to dying patients who would otherwise be alone. Where Envision clinicians are providing Continuous Care to the dying patient, the Your Hand in Mine volunteer becomes an additional source of the comfort to the patient and family in the final hours of life.

The premise is that no one is born alone and therefore, no one should die alone. “Your Hand in Mine” also adds companionship and support to family members or other caregivers during the sacred time of the patient’s last hours of life.

“Your Hand in Mine” objectives include:

- reducing anxiety and fear by being present and providing education,
- providing respite and companionship,
- advocating for the requests of the patient or family,
- providing communication conduit to the hospice interdisciplinary team, and
- providing balance/respite during a time of transition.

With the support of the nursing staff, companions are thus able to help provide patients with the most valuable of human gifts: a dignified death.

Volunteer training for “Your Hand in Mine” includes

- learning about the stages at end-of-life, including emotional, physical, and spiritual changes that often occur.
- an emphasis on how to provide simple, direct comfort care strategies, ways to create a sensitive environment,
- methods of self-care for those offering support in bedside situations, and
- sharing case examples of volunteer experiences to learn from and to train regarding near-death awareness.

“Your Hand in Mine” is unique program, exclusive to Envision Hospice. It is different than other similar programs with the optional use of music

and/or essential oils diffused in the room to create a calming environment.

“Your Hand in Mine” program is critical in providing support to patients and families at end-of-life and in helping to carry out its Envision Hospice belief that no one should die alone.

Goal 4C: Support terminally ill patients seeking Death with Dignity

Envision Hospice of Washington supports a patient’s choice in planning and directing his or her end-of-life care. Its policies encourage employees and contractors to use compassionate inquiry in answering questions, in counseling, and providing information.

Envision’s adopted policy states:

Envision Hospice is familiar with the Washington law known as Death with Dignity and has adopted policies that support patient choice and autonomy. Envision Hospice reaffirms a basic element of the hospice philosophy that states that because dying is a natural process, hospice neither seeks to hasten nor postpone death. Envision acknowledges that there may be hospice patients who will wish to avail themselves of their legal right to pursue medical aid-in-dying as their end-of-life option and Envision will not abandon these patients or their families.

Please see Appendix X for a full statement of Envision’s policy and procedure that addresses Envision’s important support of hospice patient self-determination and dignity.

ENVISION HOSPICE OF WASHINGTON LLC

REQUESTS APPROVAL TO EXPAND ITS EXISTING THREE-COUNTY
PUGET SOUND AREA HOSPICE TO ALSO PROVIDE MEDICARE-
CERTIFIED AND MEDICAID-APPROVED HOSPICE CARE TO
RESIDENTS OF PIERCE COUNTY, WASHINGTON.

APPENDIX O
ENVISION POLICY ON
DEATH WITH DIGNITY

Washington Death with Dignity Act

POLICY

Envision Hospice (“Envision”) reaffirms a basic element of the hospice philosophy that states that because dying is a natural process, hospice neither seeks to hasten nor postpone death. Envision acknowledges that there may be hospice patients who will wish to avail themselves of their legal right to pursue medical aid-in-dying as their end-of-life option and Envision will not abandon these patients or their families.

PURPOSE

The Washington Death with Dignity Act (the “Act”) allows terminally ill, mentally capable Washington residents that are adults (18 years or older) with a prognosis of six months or less the option to request medication from a medical or osteopathic physician that they can choose to self-administer to shorten their dying process and bring about a peaceful death.

PROCEDURE

General Description:

1. It is the mission of Envision to meet the needs of patients and families in a way that honors how people want to live their final months or days. Envision is ready to discuss and support end-of-life decisions with our patients while being sensitive to individual values and/or belief systems.
2. Patients requesting medication for medical aid in dying must satisfy all of the requirements of the Act in order to obtain a prescription for the medication. Envision, acknowledging the legal right of qualified patients to exercise this choice, supports patients in completing the requirements of the Act so that the patient may self-administer the medication and end his or her life as the law intends, “in a humane and dignified manner.”
3. Patients who inquire about the option of securing the medical aid-in-dying drug will be asked to contact their attending physician. Envision will continue to provide standard hospice services to patients, regardless of their stated interest or intent in pursuing their legal right.

4. Envision permits hospice physicians and pharmacists (and other staff and volunteers) to participate in the Act if they so choose and permits other Envision staff and volunteers to treat patients in the same manner as all other patients.
5. Staff and volunteers who are morally or ethically opposed to medical aid-in-dying will have the option of transferring care responsibilities to other staff if their patient states an intent to pursue medical aid in dying.
6. If applicable, Envision permits the self-administration and ingestion of medication for medical aid in dying, under the Act, in its facilities. Under the Act, the patient must self-administer the medication.
7. Envision shall honor Washington state law and shall honor our hospice patients' wishes regarding end of life. No patient will be denied medical care or treatment because of the patient's participation under the Act. We will continue to provide quality end-of-life care, symptom management and services to patients and families with the goal of providing excellent patient care, safe and comfortable dying and positive life closure.
8. Envision provides procedures for staff involvement in discussions around requesting medical aid-in-dying medication under the Act;
 - hospice support for patients who choose to pursue the Act;
 - staff presence when patients ingest medication;
 - hospice responsibilities following death;
 - documentation standards around discussions and patient requests for medical aid-in-dying medication;
 - staff conscientious objections.
9. While recognizing that the request for medical aid-in-dying medication is a discussion between a patient and their attending physician, hospice staff will provide information, resources and support to patients who are exploring this option.

Process:

1. As is customary, Envision will explore and evaluate patients' statements related to all end-of-life options, including medical aid in dying if they arise during intake and/or routine visits.
2. If patient or family members make an inquiry about seeking medication for medical aid-in-dying, Envision will respond to inquiries or requests for information and refer them to their attending physician or the medical director, who may act as an Attending or Consulting Physician.

3. Staff or volunteers who are aware that a patient is considering procuring medication for medical aid in dying will notify the appropriate designated staff (e.g.-Registered Nurse Case Manager and the Director of Hospice Care Services).
4. Patients who verbalize this intent will be informed that this information will be shared with the hospice team for appropriate support
5. Staff and volunteers working with a patient/family who has verbalized an interest in this end-of-life option will document all discussions with patient, family, other team members, and any other person who may be involved with the patient. This documentation will become part of the patient's permanent medical record.
6. During Case Conference, or as needed, the interdisciplinary group will examine the patient's reasons for considering medical aid in dying and discuss how to address these issues with the patient without attempting to interfere with the patient's decisions.
7. Staff having contact with such patients will consult with and be supported on an ongoing basis.
8. If the patient chooses to pursue medical aid-in-dying as an option, the patient/family will be informed of the role of Envision regarding participation in the law, that is, Envision will continue to serve the patient and family; will offer customary hospice services, and seek to meet not only the physical needs of the patient/family, but the emotional, social, and spiritual needs as well.
9. The Medical Director may serve, if he or she chooses, as the attending or consulting physician as defined in the Act to determine patient's eligibility.
10. If a patient asks his/her physician for a prescription for medication for medical aid in dying, the patient and family will receive ongoing support.
11. As is customary, bereavement support will be available to all families.
12. Envision Ethics Committee will meet, as needed, to review cases involving medical aid in dying and to review our Washington Death with Dignity Act policies and procedures. The Committee will also meet at the request of staff to discuss any concerns, to review an individual case, or to review any and/or all of our Washington Death with Dignity Act policies.
13. Envision will not administer the medication for medical aid-in-dying.

Staff Roles in the Washington Death with Dignity Act

1. It is the responsibility of Envision staff to educate and inform patients and families regarding end-of-life options and care when patients ask.
2. At time of admission or anytime the patient is under the care of Envision, if asked by a patient or family, staff will inform patients about their rights under the Act, as well as

our policy to continue to provide standard hospice services to patients regardless of their stated interest or intent in pursuing this legal right.

3. This information will be contained in a Patient Information sheet regarding the Act which will be given to the patient/family upon request.
4. If a patient indicates their wishes to participate in the Act, the interdisciplinary team, including the person's physician and/or Medical Director, should work to identify the factors contributing to the person's desire for medical aid in dying and to try to address them as part of the Care Plan.
5. If a patient obtains a medical aid-in-dying prescription, staff will continue to provide standard hospice services.
6. Envision staff can respectfully ask their supervisor to transfer patients who are considering or have obtained medical aid-in-dying medication to another staff person without any fear of discipline or retaliation.
7. If upon arriving at a patient's home, a staff member discovers that a patient who had not divulged their intention to utilize the Act is in the process of or has taken the medical aid-in-dying prescription, you may leave the premises but must notify your supervisor immediately. If you arrive at a patient's home and find that the person has taken the medication and has died, you are to provide your professional services as in any other case and initiate the usual bereavement follow-up with the family/significant other(s).

Patient Discussions Related to the Washington Death with Dignity Act

1. Patients may want to discuss the option of the Act with staff. Envision staff will respond to patient questions or statements regarding the end-of-life option with respect and compassion. Staff should inquire about the patient's concerns, fears, symptoms, etc. to encourage deeper exploration, to identify the patient's experience and priorities, with the goal to improve patient care.
2. Patients who are requesting further information or who are seriously considering making a request for medical aid-in-dying medications should be advised of the need to begin the process by speaking to their physician [or the Medical Director] and start reviewing the Act forms with the patient.
3. Envision staff will:
 - Notify the appropriate staff (Registered Nurse Case Manager and Director of Hospice Care Services) of the patient's inquiry, along with patient name, medical ID, and a brief summary of the contact.
 - Notify other involved members of the interdisciplinary team on a need-to-know basis; all staff will be respectful of patient's privacy.

- Obtain patient permission prior to any communication with a patient’s family members or others. While it is recommended that patients inform their families of their wishes around obtaining medical aid-in-dying medication, patients are not legally required to inform their families or caregivers of their wishes.

Care of Patients Who Pursue Obtaining Medical Aid-in-Dying Medications

1. Envision staff will respect the patient’s decision; continue to provide care as indicated by the patient’s physical, emotional, and spiritual needs; communicate and coordinate, as needed, with the designated staff (Registered Nurse Case Manager and Director of Hospice Care Services).
2. Prior to the patient ingesting the medical aid-in-dying medication and while continuing to provide any usual hospice care, staff will assist with the following routine hospice care standards:
 - Ensuring the patient’s POLST form is complete and in the home.
 - Making funeral arrangements, including discussion of disposition of remains, if needed.
 - Encouraging the patient to complete any other end-of-life arrangements.
 - Instructing caregivers around time of death and contacting hospice at time of death.
 - Identifying next of kin who are to be notified of death if they will not be in attendance.
 - Providing patient and family members or other caregivers with information around safe disposal of medications.
 - Complete any additional documentation needed in patient’s chart, i.e. non-clinical notes, end-of-life notes, etc.
 - If patient dies without self-administering the medical aid-in-dying medication and these medications are in the home, staff will assess for safety and provide information around safe disposal of medications.

Staff Presence at Time of Patient Deaths

1. Envision staff may be present at the time of death to provide emotional support for the patient, family, and others in attendance, only under the following circumstances:
 - the patient specifically requests staff presence. No staff member shall assist the patient in the administration of medical aid-in-dying medications. This is not intended to prohibit the provision of appropriate comfort measures, even if such measures, such as symptom management for pain or nausea, have the consequence of hastening death;
 - staff member can be present in the home or with patient while medication is taken;

- staff member discusses patient request for presence at time of death with the appropriate or designated staff (Administrator and Director of Hospice Care Services) in a timely fashion and receives approval prior to agreeing to attend patient's death. This discussion should include planning for staff to inform the family that they may not remain in the home until patient dies if the dying process is prolonged;
- staff member will not assist with the preparation of medication;
- staff presence is to meet the needs of the patient and family; Registered Nurse Case Manager and Director of Hospice Care will consult with the Administrator prior to approving staff presence (staff may be required to have another clinician accompany them);
- the patient will be self-administering the medication in a private home, property, or residence, i.e. not a public place;
- patient is planning to self-administer medication during the staff member's normal work time; the patient will also have another adult present in addition to staff; the visit is treated like any other end-of-life visit in which symptom management and comfort are the focus. Staff member is not expected to remain in the home until the patient's death, as there will be considerable time variations between the time that a patient ingests medication until the time of death.

On-call and time of death instructions visit standards

1. Time of death visits will be handled according to normal procedures with on-call staff making a determination according to the individual family needs and specific circumstances.
2. Hospice staff will inform on-call if they are aware that the patient is planning to ingest medical aid-in-dying medication during on-call hours.
3. Time of death announcements to staff will not list information related to the Act.
4. Time of death calls to coroners, which are rarely required, will list patient's underlying illness as cause of death.

Specific medical record issues related to patients making requests for end-of-life medications

1. Staff will document discussions with patients requesting information about the Act or who are pursuing medical aid-in-dying medications including:
 - Case communication note indicating notification to designated/appropriate staff. (Director of Hospice Care Services and Administrator)
 - Medications dispensed under the Act.

- Documentation in notes that medical aid-in-dying medications have been dispensed and are in the patient’s home.
2. Staff presence at time of death will be documented in routine visit and/or death notes as with any hospice death.
 3. Documentation at time of death visit should include:
 - healthcare professional/staff presence
 - time of death
 - bereavement concerns
 4. If Attending Physician or another licensed healthcare provider is present at death, there is an additional form to fill out and should go in medical records.

Reporting a Washington Death with Dignity Act Death

1. Envision will report a patient’s cause of death after ingesting medical aid-in-dying medications as the patient’s underlying hospice diagnosis. We do not report medical aid in dying or the Act as cause of death.
2. The underlying terminal disease must be listed as the cause of death.
3. The manner of death must be marked as “Natural.”
4. The cause of death section may not contain any language that indicates that the Washington Death with Dignity Act was used, such as:
 - Suicide
 - Assisted suicide
 - Physician-assisted suicide
 - Death with Dignity
 - Mercy killing
 - Euthanasia
 - Medication

Conscientious Objections and Personal Responsibility Related to Patients Requesting Medical Aid-in-Dying Medications

1. The Envision management team and staff recognize that each staff member will need to thoughtfully consider whether it is within their own ability, values, and beliefs to provide care for patients who are requesting medical aid-in-dying medications.
2. It is not the intent of the management team to assume staff involvement. It is the staff member’s responsibility to inform appropriate staff (their Administrator or Director of Hospice Care Services) of concerns or reluctance around caring for patients who are

- requesting medical aid-in-dying prescriptions, including discussions and requests for information.
3. The Director of Hospice Care Services and Registered Nurse Case Managers will be responsible for assessing and, if needed, re-assigning staff to ensure excellent patient care.
 4. Staff should think about and discuss this issue in order to clarify their personal and professional understanding of the ramifications of the Act. Education and training on the Act will be available on an as-needed basis.
 5. Envision staff may never coerce or exert undue influence on a patient with respect to these issues.
 6. If at any time staff do not desire to continue to provide care to a person because their decision to participate in the Act conflicts with your personal values, please inform the patient's designated staff (Registered Nurse Case Manager and Director of Hospice Services) and they will identify another staff member who can provide the necessary care.

REFERENCES

Washington Death with Dignity Act, Initiative 1000, codified as RCW 70.245

Washington State Medical Association website <https://wsma.org/>

Washington State Hospital Association website <https://www.wsha.org/for-patients/end-of-life/>

ENVISION HOSPICE OF WASHINGTON LLC

REQUESTS APPROVAL TO EXPAND ITS EXISTING THREE-COUNTY
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APPENDIX P

**COMMITMENT LETTER FROM CHIEF
FINANCIAL OFFICER**



1345 W 1600 N
Suite 202
Orem, UT 85057

January 21, 2021

Eric Hernandez, Manager
Certificate of Need Program
Office of Certification and Enforcement Department of Health
P.O. Box 47852
Olympia, WA 98504-7852

Dear Mr. Hernandez,

The Certificate of Need program's application for a Medicare-certified hospice agency asks for a financial letter of commitment.

The Board of Envision Hospice of Washington, LLC has committed the necessary working capital to finance the establishment and operation of a Medicare-certified hospice agency in Pierce County, Washington.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rhett Andersen", with a long horizontal flourish extending to the right.

Rhett Andersen
Finance Partner
rhett@envhh.com

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APPENDIX Q

**ENVISION HOME HEALTH & HOSPICE WA
HISTORICAL: BALANCE SHEET, CASH
FLOW, & REVENUE & EXPENSES**

Envision Home Health and Hospice of Washington
Historical Balance Sheets
For The Periods Ending December 31, 2018 Through 2020

	<u>2018</u>	<u>2019</u>	<u>2020</u>
ASSETS			
Current Assets			
Cash & Cash Equivalents	48,686	238,861	662,073
Accounts Receivable (Net)	<u>1,155,671</u>	<u>1,224,010</u>	<u>1,309,038</u>
Total Current Assets	1,204,357	1,462,871	1,971,111
Property and Equipment			
Fixed Assets	11,465	11,465	13,621
Accumulated Depreciation	<u>(6,634)</u>	<u>(7,205)</u>	<u>(7,775)</u>
Total Property and Equipment	4,831	4,260	5,845
Security Deposits and Prepaids	35,351	27,508	23,296
Total Assets	<u>1,244,539</u>	<u>1,494,639</u>	<u>2,000,253</u>
LIABILITIES AND CAPITAL			
Current Liabilities			
Accounts Payable & Accrued Expenses	89,784	652	18,702
Accrued Payroll & Related Payables	<u>83,681</u>	<u>82,227</u>	<u>126,972</u>
Total Current Liabilities	173,464	82,879	145,674
Long-Term Liabilities	<u>-</u>	<u>-</u>	<u>-</u>
Total Liabilities	173,464	82,879	145,674
Shareholder Equity (Deficit)	<u>1,071,074</u>	<u>1,411,760</u>	<u>1,854,578</u>
Total Liabilities & Capital	<u>1,244,539</u>	<u>1,494,639</u>	<u>2,000,253</u>

Envision Home Health and Hospice of Washington
Historical Cash Flows
For The Periods Ending December 31, 2018 Through 2020

	<u>2018</u>	<u>2019</u>	<u>2020</u>
Cash Flows from operating activities			
Net Income After Depreciation and Amortization	235,386	348,528	447,031
Adjustments to reconcile net income to cash provided by Operations			
Depreciation & Amortization Change	1,595	571	571
Accounts Receivable Change	(446,259)	(68,339)	(85,029)
Accounts Payable Change	62,414	(89,131)	18,050
Payroll Payable Change	11,785	(1,454)	44,745
Total Adjustments	<u>(370,465)</u>	<u>(158,353)</u>	<u>(21,663)</u>
Net Cash provided by Operations	<u>(135,079)</u>	<u>190,175</u>	<u>425,368</u>
Cash Flows from investing activities Used For:			
Capital equipment and furniture	<u>(1,713)</u>	<u>-</u>	<u>(2,156)</u>
Net cash used in investing	<u>(1,713)</u>	<u>-</u>	<u>(2,156)</u>
Cash Flows from financing activities			
Proceeds From:			
Capital Contributions	-	-	-
Used For:			
Dividends	<u>(185,568)</u>	<u>-</u>	<u>-</u>
Net cash used in financing	<u>(185,568)</u>	<u>-</u>	<u>-</u>
Net increase <decrease> in cash	<u>(322,360)</u>	<u>190,175</u>	<u>423,212</u>
Summary			
Cash Balance at Beg of Period	371,046	48,686	238,861
Cash Balance at End of Period	48,686	238,861	662,073

Envision Envision Home Health and Hospice of Washington
Historical Revenues and Expenses
For The Periods Ending December 31, 2018 Through 2020

	<u>2018</u>	<u>2019</u>	<u>2020</u>
REVENUE			
Medicare	4,326,577	4,653,410	4,173,473
Medicaid	75,570	118,445	25,832
Commercial/Other	230,550	494,501	1,306,939
Deductions & Adjustments	(181,636)	(415,844)	(458,804)
Total Net Revenue	<u>4,451,060</u>	<u>4,850,512</u>	<u>5,047,440</u>
PATIENT CARE COSTS			
Total Direct Labor Costs	2,323,348	2,742,248	2,530,382
Medical Supplies	74,532	90,455	172,757
External Coding	62,967	70,536	55,730
Other Costs	9,347	8,836	11,819
Total Patient Care Costs	<u>2,470,193</u>	<u>2,912,074</u>	<u>2,770,687</u>
ADMINISTRATIVE COSTS			
Salaries & Wages-General and Admin	666,775	523,032	712,634
Salaries & Wages-Sales and Marketing	409,335	364,505	267,997
Benefits	86,144	35,017	106,724
B&O Taxes & Licenses	100,566	98,174	136,929
Computer/Software & Other Equip	37,171	44,273	71,735
Consulting/Outside Services	152,577	207,922	151,447
Dues and Subscriptions	8,401	1,357	27,185
Facilities	103,554	118,040	151,813
Insurance	13,071	20,542	16,222
Marketing & PR	18,100	29,708	53,563
Materials & Supplies	10,733	15,014	15,023
Postage and Delivery	593	517	1,083
Printing and Reproduction	9,523	1,933	1,829
Repairs & Matinenance	-	-	-
Telecommunications	36,240	35,978	36,691
Travel & Ent	31,103	33,325	18,276
Corporate Allocation	60,000	60,000	60,000
Total Administrative Costs	<u>1,743,886</u>	<u>1,589,338</u>	<u>1,829,151</u>
Total Costs	<u>4,214,079</u>	<u>4,501,413</u>	<u>4,599,838</u>
EBITDA	<u>236,981</u>	<u>349,099</u>	<u>447,601</u>
Depreciation Expense	1,595	571	571

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APPENDIX R
STAFF RECRUITMENT DETAIL

Additional Envision information about recruitment and retention for both Pierce and Kitsap County proposed hospices

Fortunately, neither Envision Home Health in King and Pierce Counties or Envision Hospice in Thurston County have had difficulty recruiting and retaining the staff required. In both Utah and Washington, Envision places a high priority on its recruitment and retention efforts.

At start-up in King County, Envision HHA successfully used the wide range of available resources to attract, screen, select, and hire both clinical and administrative employees. These included: local job fairs; the online job-search websites; using recruitment agencies; word of mouth through existing employees; outreach through existing employee relationships with professional organizations.

Due to its ownership and operation by clinicians and rehabilitation specialists themselves, Envision has been very successful in attracting and retaining the clinical staffing it requires. Envision-Hospice of Washington also has access to an active recruiting function for the relevant professionals.

Envision has also been very fortunate that its existing staff has been a substantial source of professional contacts in the area and that those have frequently resulted in new hires.

The greatest factor in Envision's success has been a low turnover rate in staff:

- Envision-home health and hospice pay and benefits are competitive for both recruitment and retention. Benefits include medical, dental/orthotics, vision, life insurance, and 401k with company matching.
- At start-up. Envision adopted the practice of paying stable, reliable salaries to its professionals rather than just paying them for hourly work. This resulted in a committed group of employees from the outset and has reduced turnover to near zero.
- Rather than taking an "agency" or "pay per visit" approach to staffing, Envision uses a "primary care" model where possible. If an RN takes on a specific patient, that patient's prescribed Plan of Care becomes his or hers to manage. The primary care nurse that cannot make it to a patient's scheduled visit will take responsibility to find coverage from other appropriate Envision staff. This model appeals to the staff's professionalism and increases employee satisfaction and sense of control over the work environment.

As Envision has grown rapidly, its strong reputation has too. It relies less on the typical recruitment practices it used at start-up. Now, word of mouth among employees and their social and professional networks provide Envision with ample numbers of

candidates when agency growth or start up permits addition of new positions. Word of mouth has resulted in numerous inquiries and new hires when conditions change at other area agencies.

Adding hospice in Pierce County - and Kitsap County if both are approved

Envision's reputation as a good place to work is allowing it to build a "brand" name that is becoming familiar in the region among health care professionals attracted to the provision of in-home care services. It has attracted experienced, mid-career nurses who are comfortable meeting the varied demands of in-home nursing. Since many current Envision home health patients are terminally ill, existing Envision staff is accustomed to pain management and palliative care protocols. In Pierce County, Envision found it took about a year before its own employees become the chief source of potential employment candidates. Envision expects its home health presence in the region and its existing staff will both contribute to successful recruitment of hospice staff.

Envision's current Pierce, King and Thurston County employees have colleagues and friends throughout the region, including Kitsap County, and that can generate strong candidates for many positions. It has been Envision's consistent experience that satisfied employees not only bolster its recruitment efforts but also reduce the volume of recruitment needed when so few employees leave and need to be replaced.

Nevertheless, Envision's Kitsap hospice would serve a county in which it is not yet well known. For that reason, recruitment in Kitsap will also use more traditional methods until word of mouth reputation begins to generate interest among both professional and administrative candidates for new positions.

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APPENDIX S

**ENVISION HOSPICE VOLUNTEER
RECRUITMENT PLAN**

Envision Hospice

Volunteer Recruitment Plan and Timeline

WEEK 1

- Finalize calendar, benchmarks, logistics for volunteer recruitment.
- Review forms, volunteer recruitment activities, and application process.
- Review and update information to be posted on website regarding volunteer opportunities.
- Review and update if needed volunteer job description for both direct care and administrative positions.
- Print volunteer applications, flyers, or any other needed forms to have in stock.

WEEK 2

- Go LIVE with website information for volunteer opportunities in Washington and information with link for on-line application.
- Initiate campaign activities to recruit volunteers; special emphasis on military veteran volunteers and Spanish speaking volunteers. These activities include may include involvement with the following:
 - VFW (Veterans of Foreign Wars)
 - American Legion
 - Branch specific leagues (i.e. Marine Corps League)
 - Assisted Living Facilities – veteran clubs
 - VA Clinics and Hospitals
 - Veteran Centers
 - Veteran Events
 - Radio/Other Media
 - Hospitals
 - Churches/Faith Communities
 - Parish Nurse Ministry/Assoc
 - Senior Centers
 - Barber Shops/Hair Salons
 - Grocery Stores
 - Social Media
 - Health Fairs
 - Employee referrals
 - On-line Recruitment Websites
- Initiate other campaign activities to recruit volunteers that can assist with Palliative arts (i.e. pet visits, music, and massage):
 - Pet certification organizations (i.e. American Kennel Club)
 - Pet rescue groups
 - Veterinarians
 - Pet specialty stores
 - Music Stores
 - Music club/groups
 - College/Universities’ School of Music
 - Spas/massage studios
- Document all volunteer recruitment and retention activities.
- Document all volunteer inquires and ask how people hear of our volunteer opportunities.
- Receive and process applications.

WEEK 3

- Continue outreach campaign to recruit volunteers.
- Interview any applicants.
- Ensure background check is submitted after any successful interview.
- Continue to document all volunteer recruitment and retention activities.
- Continue to document all volunteer inquires and ask how people hear of our volunteer opportunities.
- Continue to receive and process applications.
- Analyze recruitment data: what gives best outcomes; what can be replicated; what efforts can be increased.

WEEK 4

- Initiate training and orientation for volunteers.
- Continue outreach campaign to recruit volunteers.
- Continue to document all volunteer recruitment and retention activities.
- Continue to document all volunteer inquires and ask how people hear of our volunteer opportunities.
- Continue to receive and process applications.
- Continue interviewing applicants and ensuring background check is submitted after any successful interview.
- Continue to analyze recruitment data.
- Adjust volunteer opportunities and programs as needed.

WEEK 5 AND ONGOING CONTINUOUS PROCESS

- Induct them into their roles, providing support and feedback regularly.
- Place volunteers after completion of orientation.
- Involve volunteers in team meeting and in matters that affect them.
- Manage, support, and evaluate volunteer performances. Provide opportunities for training.
- Reward and recognize volunteers appropriately.
- Create volunteer database with volunteers' availability and specialties; update routinely.
- Continue training and orientation for on-boarding volunteers.
- Continue outreach campaign to recruit volunteers. Conduct a "Refer a Friend" lunch every 6 months for employees and volunteers to bring in prospective volunteers to learn more about volunteer opportunities.
- Continue to document all volunteer recruitment and retention activities.
- Continue to document all volunteer inquires and ask how people hear of our volunteer opportunities.
- Continue to receive and process applications.
- Continue interviewing applicants and ensuring background check is submitted after any successful interview.
- Continue to analyze recruitment data. Review recruitment strategies regularly.
- Adjust volunteer opportunities and programs as needed.

Appendix T	Envision Hospice Training Policies
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ENVISION HOSPICE OF WASHINGTON LLC

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APPENDIX T

ENVISION HOSPICE TRAINING POLICIES

Employee Recruitment Process

POLICY

Hospice is an Equal Opportunity Employer which strives to employ the most qualified individuals for all positions and to ensure the adequate number of appropriate staff.

PURPOSE

To establish guidelines for the recruitment and hiring processes.

REFERENCE

The Joint Commission CAMHC Standard: LD.01.04.01; CHAP Standards: CI.5d, CIII.1a, CIII.1b; ACHC Standards: HSP4-1B.01, HSP4-2I.01

PROCEDURE

1. Each position will have a job description. Internal postings for all positions will be advertised before filling.
2. Established procedures for application and interviewing process will be followed.
 - Reference information or work history will be obtained on all applicants. A minimum of one reference is required for new employees.
 - Equal employment opportunities will be available to all candidates.
 - Education, training, licensure, competency and other required credentials will be verified.
3. Employment opportunities will be posted internally.
4. Internal advancement in employment status will be based on eligibility, position specific criteria and established procedures.
5. Compensation packages will be reviewed on a periodic basis, giving consideration to changes in job function according to industry norms.

Retention of Personnel

POLICY

Hospice promotes retention of staff.

PURPOSE

To define staff retention efforts.

REFERENCE

The Joint Commission CAMHC Standard: HR.01.02.01; CHAP Standard: CI.5d; ACHC Standard: HSP4-2I.01

PROCEDURE

Hospice has established retention of qualified and competent personnel as a high priority. Retention efforts include:

- An orientation and training program for new employees.
- Competency assessment program for patient care staff.
- Competitive wages and salaries based on each job description and market area.
- Ongoing education and training.
- Hospice-sponsored benefits for eligible employees.
- Performance evaluation to assist in each employee's growth and development.

Inservice Education

POLICY

Regularly scheduled and appropriate in-service programs will be made available for all employees.

PURPOSE

To ensure the continuing education of all Hospice personnel.

REFERENCE

The Joint Commission CAMHC Standard: HR.01.05.03; Medicare CoP #s: 418.76d, 418.100g; CHAP Standards: CI.5d, CII.7a, CIII.11, HIII.1g, HIII.1m; ACHC Standards: HSP4-6A, HSP4-6A.01, HSP4-7A

PROCEDURE

1. The employee will be responsible for attending in-service programs and maintaining compliance with the in-service requirements for his/her position.
2. Certain in-service programs are determined by Hospice to be mandatory initially and annually for all staff. These include, but are not limited to:
 - OSHA bloodborne pathogens.
 - TB risk program.
 - Hazardous materials in the workplace (Right-to-Know Program).
3. Hospice may allow employees to attend in-service programs during the course of their work day and may give time off with pay.
4. Inservice programs not sponsored or authorized by Hospice may be attended during the work day with express approval of Hospice.
5. Hospice may, as indicated, offer programs providing continuing education credits where such credits are required for maintenance of licensure, certification or registration. Continuing education units will be validated for clinical staff, if required by state law. Opportunities for clinical education include:
 - Independent study.
 - Satellite learning.
 - Specialized conferences.
 - Formal courses of study.
 - Mentoring.

6. Payment of registration fees and related expenses will be at the discretion of Hospice with prior approval from the appropriate supervisor(s).
7. An absence will not be counted against an employee when he/she is authorized or assigned to attend a conference, convention or training program directly related to his/her working position. The employee will be considered as working.
8. Each Hospice Aide must receive at least 12 hours of in-service training during each 12-month period. In-service training may occur while an aide is furnishing care to a patient. Hospice may fulfill the annual 12-hour in-service training requirement on a calendar year basis, an employment anniversary basis or a rolling 12-month basis as long as each aide meets this in-service training requirement. Hospice Aide in-service training, that occurs with a patient in a place of residence, supervised by an RN, can occur as part of every 14 day supervisory visit, but the exact new skill or theory taught must be documented. In-service training taught in the patient's environment should not be a repetition of a basic skill.
9. Employee feedback will be obtained through random surveys regarding educational needs and areas of knowledge deficit when planning in-service education.
10. Ongoing education, including in services are provided:
 - To increase staff knowledge of work-related issues.
 - To meet the needs of the patients served.
 - When job duties for an employee change.
 - To comply with applicable law and regulation (e.g., OSHA).
 - To emphasize safety and infection prevention and control as applicable to each employee's job responsibilities.
 - To continually reinforce the need and ways to report unanticipated adverse events.
11. Education programs will incorporate team training methods, as appropriate.
12. All in-services and education programs will be documented.

ADDITIONAL ACHC REQUIREMENTS

1. Non-direct care personnel have a minimum of 8 hours of ongoing education per year.
2. Direct care personnel must have a minimum of 12 hours of ongoing education during each 12-month period.
3. The annual education plan minimally addresses:
 - Emergency/disaster training.
 - How to handle complaints/grievances.
 - Infection control training.
 - Cultural diversity.

- Communication barriers.
- Ethics training.
- Work place and patient safety.
- OSHA (Right to Know laws).
- Methods for coping with work related issues of grief, loss and change.
- Patient Right and Responsibilities.
- Pain and symptom management.

Staff Personal Safety Education

POLICY

Personal safety for employees is addressed through an educational process available to all staff.

PURPOSE

To ensure personal safety in the work environment.

REFERENCE

The Joint Commission CAMHC Standard: EC.02.02.01; CHAP Standards: CI.5b, CI.5c; ACHC Standard: HSP7-2A.01

PROCEDURE

During new employee orientation and on an ongoing basis, an in-service is provided for all employees that include:

- Safety while making home visits.
- General safety practices.
- Self-defense measures.
- Obtaining an escort.
- Handling unsafe situations.
- Car accident reporting.

Roles and Responsibilities Related to Safety

POLICY

Hospice will train staff and students about their roles and responsibilities related to safety.

PURPOSE

To minimize risks to patients and employees.

REFERENCE

The Joint Commission CAMHC Standards: HR.01.04.01, HR.01.02.07; CHAP Standards: CI.5c, CI.5d; ACHC Standard: HSP4-2I.01

PROCEDURE

1. During orientation and on an ongoing basis staff and students will be trained regarding risks about:
 - Hazardous materials and wastes.
 - Infectious materials and wastes.
 - Emergency operations planning.
 - Patient and staff safety.
 - Patient and staff security issues.
 - Appropriate actions to eliminate and/or minimize safety risks.
 - Incident/risk, failures and/or user error reporting, including appropriate procedures to follow.

2. All staff and students are required to implement Hospice policies, procedures and processes for risk reduction and patient safety.

Hospice Aide Services and Training Program

POLICY

All Hospice Aides employed by Hospice will satisfactorily complete a Hospice Aide training program and/or competency evaluation program prior to performing patient care. Hospice Aides are selected on the basis of such factors as sympathetic attitude toward the care of the sick, ability to write, read and carry out directions, and maturity and ability to deal effectively with the demands of the job.

PURPOSE

To define the scope of Hospice Aide services and to ensure the competence of Hospice Aides employed by Hospice.

REFERENCE

The Joint Commission CAMHC Standards: HR.01.02.01, HR.01.02.07, HR.01.05.01, PC.01.03.01, PC.02.01.03; Medicare CoP #s: 418.76a, 418.76b, 418.76c, 418.76e, 418.76f, 418.76g, 418.114b; CHAP Standards: CI.5d, HII.2I.5, HII.5e, HII.6a, HIII.1c, HIII.1d, HIII.1e, HIII.1f, HIII.1g; ACHC Standards: HSP4-6A, HSP4-6B, HSP4-7B, HSP4-7C, HSP4-8A, HSP4-11L, HSP4-13A

RELATED DOCUMENTS

“Initial Competency Hospice Aide” form

PROCEDURE

1. A Hospice Aide is a person who has successfully completed a state-established or other training program that meets the requirements outlined below and a competency evaluation program or state licensure program.
2. The Hospice Aide training program must address each of the following subject areas through classroom and supervised practical training totaling at least 75 hours, with at least 16 hours devoted to supervise practical training. The individual being trained must complete at least 16 hours of classroom training before beginning the supervised practical training. Training must include:
 - Communication skills, including the ability to read, write and verbally report clinical information to patients, caregivers and other Hospice staff.
 - Observation, reporting and documentation of patient status and the care or service furnished.
 - Reading and recording blood pressure, temperature, pulse and respiration
 - Basic infection control procedures.

- Basic elements of body functions and changes that must be reported to the supervisor.
 - Maintenance of a clean, safe and healthy environment.
 - The physical, emotional and psychological needs of and ways to work with the population served by Hospice, including the need for respect for the patient, his/her privacy and property.
 - Appropriate and safe techniques in personal hygiene and grooming that include:
 - Bed bath.
 - Sponge, tub and shower bath.
 - Shampoo: sink, tub and bed.
 - Oral hygiene.
 - Normal range of motion and positioning.
 - Safe transfer techniques and ambulation.
 - Toileting and elimination.
 - Adequate nutrition and fluid intake.
 - Safe use of appropriate equipment.
 - Recognizing emergencies and knowledge of emergency procedures.
 - Any other tasks that Hospice may choose to have Hospice Aides perform.
3. Supervised practical training is defined as training in a laboratory or other setting in which the Hospice Aide demonstrates knowledge while performing tasks on an individual under the direct supervision of a RN.
4. The duties of the Hospice Aide are to provide services that are ordered by the IDG, included in the plan of care and are permitted to be performed by applicable state(s) laws and are consistent with Hospice Aide training. Duties include:
- Providing hands-on personal care and assisting with personal hygiene.
 - Performing simple procedures as an extension of nursing or therapy services.
 - Assisting in ambulation or exercises.
 - Assisting in administering medications that are normally self-administered (as permitted by state law).
 - Reporting changes in the patient's medical, nursing, rehabilitative and social needs to a RN, as the changes related to the plan of care and QAPI activities.
 - Providing nutritional support.
 - Performing other supportive tasks as assigned.
 - Completing appropriate records in compliance with policies and procedures.
5. Classroom and supervised practical training must be performed by a registered nurse who possesses a minimum of two (2) years of nursing experience, at least one (1) year of which must be in the provision of home care, or by individuals under the general supervision of a registered nurse.
5. Documentation is maintained to demonstrate that the training requirements are met and includes:
- A description of the training/competency evaluation program, including the qualifications of the instructors.

- A record that distinguishes between skills taught at a patient's bedside with supervision, and those taught in a laboratory using a real person (not a mannequin) and indicators of which skills each aide was judged to be competent.
 - How additional skills (beyond the basic skills listed in the regulation) are taught and tested, if Hospice's admission policies and case-mix of Hospice patients require aides to perform more complex procedures.
7. The Hospice Aide will not perform that particular task without direct supervision by a RN and until subsequent retraining is completed and a "satisfactory" evaluation is achieved.
 8. If the Hospice Aide has an unsatisfactory rating in more than one of the required areas, he/she is not considered to have successfully passed the competency evaluation.
 9. Hospice will complete a performance review of each Hospice Aide no less frequently than every 12 months.
 10. Documentation is maintained to demonstrate that the competency evaluation, inservice and performance review requirements are met.
 11. Hospice Aides are assigned to a specific patient by a RN that is a member of the IDG. Written patient care instructions for a Hospice Aide must be prepared by a RN who is responsible for the supervision of a Hospice Aide.
 12. Hospice may offer a Hospice Aide competency evaluation program, unless within the previous two (2) years, Hospice has:
 - Permitted a person who does not meet the definition of a "qualified home health aide" to furnish Hospice Aide services (except for volunteers or licensed health professionals).
 - Been subjected to a partial extended or extended survey as a result of having been found to have furnished substandard care (or other reasons at the discretion of CMS or the state).
 - Been assessed a civil monetary penalty of not less than \$5000.00 as an intermediate sanction.
 - Had all or part of Medicare payments suspended.
 - Been found to have compliance deficiencies that endanger the safety and health of patients and has had a temporary management appointment to oversee the management of Hospice.
 - Under any state or federal law:
 - Had its participation in the Medicare program terminated.
 - Was closed or had its patients transferred by the state.
 - Was subjected to a suspension of Medicare payments to which Hospice otherwise would be entitled.
 - Been assessed a penalty of not less than \$5000.00 for deficiencies in state or federal standards for Home Health Agencies.
 - Had operated under a temporary management that was appointed by a governmental authority to oversee the operation of Hospice to ensure safety and health of Hospice's patients.

Employee Orientation

POLICY

Each employee and contracted staff who has patient and family contact will receive an orientation about the Hospice philosophy.

PURPOSE

To provide a mechanism whereby all employees are oriented to and become acquainted with Hospice policies and procedures.

REFERENCE

The Joint Commission CAMHC Standard: HR.01.04.01; Medicare CoP #: 418.60, 418.100g; CHAP Standards: CI.5d, CI.5g, CII.3b, CII.7a, CIII.1k, HIII.1f, HIII.1m; ACHC Standards: HSP2-2A, HSP4-4A, HSP4-4A.01

RELATED DOCUMENTS

“*Orientation Checklist*” form

PROCEDURE

1. Orientation for all employees will be performed and documented by supervisory staff and preceptors.
2. The *Orientation Checklist* will be used to document orientation for all staff, including contract staff.

ADDITIONAL ACHC REQUIREMENTS

1. Orientation for each employee will minimally include:
 - Review of the individual’s job description and duties performed and their role in the organization.
 - Organization chart.
 - Mission statement.
 - Hospice philosophy.
 - Record keeping and reporting.
 - Confidentiality and privacy of Protected Health Information.

- Patient's rights.
- Advance Directives.
- Conflict of interest.
- Written policies and procedures.
- Emergency Plan.
- Training specific to job requirements.
- Additional training for special populations, if applicable (e.g., pediatrics).
- Cultural diversity.
- Communication barriers.
- Ethical issues.
- Professional boundaries.
- Quality Assessment/Performance Improvement Plan.
- Corporate Compliance Program.
- Conveying of charges for care/services.
- OSHA requirements, safety and infection control.
- Orientation to equipment, if applicable as outlined in job description.
- Incident/variance reporting.
- Handling of patient complaints/grievances.
- Concepts of death and dying and bereavement.
- Emotional support, psychosocial and spiritual issues.
- Pain and symptom management.
- Diseases and medical conditions common to hospice.
- Stress management.

Staff Competency Program

POLICY

Hospice will provide for initial and ongoing competency assessments for all patient care staff by qualified individuals.

PURPOSE

To define the staff competency program.

REFERENCE

The Joint Commission CAMHC Standard: HR.01.06.01; Medicare CoP #: 418.76c, 418.76h, 418.100g; CHAP Standards: CI.5d, CIII.1g, HI.5c, HIII.1g, HIII.1h, HIII.1i; ACHC Standards: HSP4-7A, HSP4-10A.03

RELATED DOCUMENTS

“*Initial Competency*” and “*Ongoing Competency*” discipline-specific checklists

PROCEDURE

1. Patient care staff will be competency assessed at defined intervals:
 - For each new employee (including contract employees) during orientation.
 - At least every three (3) years for all patient care staff.
 - Hospice Aides will be competency assessed by an RN at least annually (every 12 months) onsite at the location where patient is receiving care.
 - When introducing new procedures/techniques/equipment.
2. Patient care staff’s competencies are maintained and improved through:
 - Inservice and/or continuing education.
 - Trends in infection control, incident reporting and performance improvement activities.
 - Specialty certification.
3. Hospice has established competency criteria for each job category. Qualified individuals will observe the employee during competency evaluation. The competency evaluation checklist will be completed and retained in the employee’s record.
4. Examples of qualified individuals to perform competency assessments may include:
 - Hospice Aide: competency assessed by RN.
 - Licensed Practical Nurse: competency assessed by RN.

- Registered Nurse: competency assessed by a peer RN.
- Social Worker: competency assessed by a peer SW.
- Social Work Assistant: competency assessed by SW.
- Medical Director: another physician, Director and/or Executive Director.
- Volunteer Coordinator: Director.
- Patient Care Volunteer: Volunteer Coordinator.
- Chaplain: another chaplain or clergy representative.
- Bereavement Coordinator: Director.
- Physical Therapist: competency assessed by a peer PT or Rehab. Supervisor.
- Licensed Physical Therapy Assistant: competency assessed by PT.
- Occupational Therapist: competency assessed by a peer OT or Rehab. Supervisor.
- Certified Occupational Therapy Assistant: competency assessed by OT.
- Speech Language Pathologist: competency assessed by a peer SLP or Rehab. Supervisor.
- Homemaker: competency assessed by RN

ORIENTATION CHECKLIST

EMPLOYEE: _____ POSITION: _____

ORIENTATION TO	YES	N/A	SIGNATURE/DATE
1. Basic Home Safety: bathroom, electrical, environmental and fire			
2. Safety program:			
a. Risks within Hospice and patient’s home			
b. Actions to eliminate, minimize or report risks			
c. Incident reporting and procedures to follow			
d. Reporting processes for common problems, failures and user errors.			
3. Storage/handling/access to/transport of supplies/medical gases/drugs			
4. ID/handling/disposal of infectious wastes (blood & body fluids/precautions)			
5. ID/handling/disposal of hazardous waste (cytotoxic/chemotherapy drugs)			
6. Infection Control and Prevention			
a. Personal hygiene (e.g., PPE & hand hygiene)			
b. Aseptic procedures			
c. Communicable infections (TB, AIDS, etc.)			
d. Cleaning/disinfecting reusable equipment			
e. Precautions to be taken (Standard Precautions, airborne transmission, direct/indirect contact, compromised immunity)			
7. Confidentiality of patient information/HIPAA policies and practices			
8. Community resources			
9. Policies/procedures			
10. Responsibilities related to safety and infection control			
11. Advanced directives policies/procedures			
12. Specific job duties/responsibilities and any limitations; performance standards			
13. Screening for alleged or suspected victims of abuse/neglect reporting			
14. Emergency operations plan & role			
15. Equipment use/management relevant to job description			
16. Tuberculosis Program/Plan (OSHA)			
17. Hazardous Materials in the Workplace Program (SDS) (OSHA)			
18. Bloodborne Pathogen Program (OSHA)			
19. Managing the environment of care: (pt & Hospice site)			
a. Safety			

ORIENTATION TO	YES	N/A	SIGNATURE/DATE
b. Fire safety – fire escape, fire alarm system, fire extinguishers – and prevention			
c. Security – Personal safety during home visits			
d. Utilities			
e. Responding to emergencies			
20. Pt rights/responsibilities			
21. Hospice complaint mechanism/Medicare state hotline # and purpose			
22. QAPI program & role			
23. On-call & answering service			
24. Ethical aspects pt care, treatment and services and process to address ethical issues			
25. Philosophy/mission/purpose/vision/goals			
26. Interpreters/communicating with hearing/speech/ visually impaired			
27. Sentinel event policy/process			
28. Physical safety (e.g., body mechanics and safe lifting)			
29. Cultural diversity and sensitivity			
30. Conflict of interest			
31. Patient, family and volunteer role in Hospice care			
32. Organizational structure, lines of authority & responsibility; supervision process			
33. Documentation requirements (record keeping and reporting)			
34. Communication skills and barriers			
35. Care and comfort measures			
36. Assessing and managing pain and symptoms			
37. Concept of death and dying			
38. Psychosocial and spiritual issues related to death and dying			
39. Bereavement			
40. Stress management, including emotional support			
41. Completion of Hospice Training Program			
42. Professional boundaries			
43. Corporate Compliance Plan			
44. Diseases and medical conditions common to Hospice.			

(Note: See Job-specific Competency Checklist for Skills)

Employee Signature

Date

Supervisor Signature

Date

INITIAL COMPETENCY
Hospice Aide

NAME: _____

SKILLS	COMPETENT		COMMENTS	DATE & INITIAL
	YES	NO		
T, P, R, BP: reading & recording				
Bed Bath				
Sponge, tub & shower bath				
Shampoo: sink, tub & bed				
Oral hygiene				
Toileting & elimination				
Normal range of motion				
Positioning				
Safe transfer techniques				
Ambulation				
Fluid intake				
Adequate nutrition				
Communication skills				
Complies with infection control: policies & procedures				
Observing & reporting changes in pt condition & care furnished				
Documenting pt status & care furnished				
Maintenance of clean, safe & healthy environment				
Elements of body function & changes to report to supervisor				
Recognition of emergencies				
Knowledge of emergency procedures				
Physical, emotional & developmental needs & ways to work with patients				
Follows care plan				
Creates successful interpersonal relationships with pt & family				

Completion Date: _____

Observed in home with patient: YES _____ NO _____

Hospice Aide Competent to Provide Care: YES _____ NO _____

RN Signature/Title _____
Date

Employee Signature _____
Date

ENVISION HOSPICE OF WASHINGTON LLC

REQUESTS APPROVAL TO EXPAND ITS EXISTING THREE-COUNTY
PUGET SOUND AREA HOSPICE TO ALSO PROVIDE MEDICARE-
CERTIFIED AND MEDICAID-APPROVED HOSPICE CARE TO
RESIDENTS OF PIERCE COUNTY, WASHINGTON.

APPENDIX U
LIST OF PROPOSED VENDORS

Vendor List, Envision Hospice of Washington LLC

Alphagraphics	business cards
BKD CPA's/Advisors	cost reports and consulting services
Blue Fin Office Group	office supplies
Briggs Corporation	medical forms
Comcast Business	Communications technology
Comprehensive Home & Companion Svcs. LLC	Temporary staffing agency
Copiers NorthWest	Copier service
Corporation Service Company	Marketing services
De Lage Landen	Office equipment
Ducky's Office Furniture	Office furniture
FastSigns	Signage
First Advantage Background Services Corp	Background checks
GoDaddy.com	Website design
Gordon's Copy Print	Printing
Gulf South Medical Supply	medical supplies
Hansen Creative	marketing designs and layouts
Heath & Company CPA, LLC	Accountants
Home Health Coding Solutions	Medical records management
Independence Rehab	contract therapy services
Integra Telecom	internet and phone
Kleenwell Biohazard Waste	Bio-waste management
Les Olson Company	Office equipment
McGee's Stamp & Trophy Co	name badges
McKesson Medical Surgical	Medical supplies
MedForms, Inc.	Medical forms
Medical Forms Management, Inc.	Medical forms
Oldham Technology	IT services
Optum Healthbank	health savings account
Payroll Experts	Payroll processing
Philadelphia Insurance	liability insurance
Quality Logo Products	Marketing
Roadrunner Print & Copy	Printing
Seagull Printing	printing services
Shred-IT USA	Document shredding
Smart Scrubs	nursing and aides scrubs/uniforms
Stericycle, Inc.	Sharps management & hazardous waste
Strategic Healthcare Programs, LLC	Clinical & financial benchmarking
T-Mobile	Mobile phones
The UPS Store	Document shipping
United Health Care	company health benefits
USPS	Document shipping
Verizon Wireless	cell phone service
Washington Labor & Industries department	workers compensation
Waste Management	Waste management & recycling

ENVISION HOSPICE OF WASHINGTON LLC

REQUESTS APPROVAL TO EXPAND ITS EXISTING THREE-COUNTY
PUGET SOUND AREA HOSPICE TO ALSO PROVIDE MEDICARE-
CERTIFIED AND MEDICAID-APPROVED HOSPICE CARE TO
RESIDENTS OF PIERCE COUNTY, WASHINGTON.

Legal Name	DBA	Address	Phone	UBI	NPI	Medicare Number	Medicaid Number	State License Number	Counties Served
Envision Home Health of Washington LLC	Envision Home Health	1818 S Union Ave, STE 1A, Tacoma, WA 98405	206-452-0058	603282417	1881023026	50-7125	2056820	IHS.FS.60521160	King, Pierce WA (CN)
Envision Hospice of Washington LLC	Envision Hospice	402 Black Hills Lane SW, STE 402-B, Olympia, WA 98502	360-350-4875	604174080	1477010940	50-1544	2157808	IHS.FS.60952486	Thurston, Kitsap, King, Snohomish WA (CN) and Pierce (State license only)
Envision Home Health LLC	Envision Home Health	1345 W 1600 N, STE 202, Orem, UT 84057	801-225-7971	n/a	1386793123	46-7221	n/a	2020-HHA-69918	Utah County, UT
Envision Home Health LLC	Envision Home Health	990 West Atherton Drive, STE 100, Taylorsville, UT 84123	801-359-7600	n/a	1386793123	46-7221	n/a	2020-HHA-69918	Salt Lake County, UT
Envision Home Health LLC	Envision Home Health	2351 Grant Ave, STE 201, Ogden, UT 84404	801-317-8099	n/a	1386793123	46-7221	n/a	2020-HHA-69918	Weber and Davis County, UT
Envision Home Health LLC	Envision Hospice	990 West Atherton Drive, STE 100, Taylorsville, UT 84123	801-359-7600	n/a	130694642	46-1573	1009241	2020-HOSPICE-80460	Salt Lake and Utah County, UT
Envision Home Health LLC	Envision Hospice	2351 Grant Ave, STE 201, Ogden, UT 84404	801-317-8099	n/a	130694642	46-1573	1009241	2020-HOSPICE-80460	Weber and Davis County, UT

APPENDIX V LIST OF ENVISION AGENCIES

ENVISION HOSPICE OF WASHINGTON LLC

REQUESTS APPROVAL TO EXPAND ITS EXISTING THREE-COUNTY
PUGET SOUND AREA HOSPICE TO ALSO PROVIDE MEDICARE-
CERTIFIED AND MEDICAID-APPROVED HOSPICE CARE TO
RESIDENTS OF PIERCE COUNTY, WASHINGTON.

APPENDIX W

**ACCREDITATION STANDARDS FOR ACHC
PALLIATIVE CARE DISTINCTION**

ACHC ACCREDITATION STANDARDS

Customized for Palliative Care Hospice

Section 13: Distinction in Palliative Care

For an organization to earn accreditation with a Distinction in Palliative Care, the provider must have ACHC Home Health, Hospice or Private Duty Accreditation. This additional recognition focuses on patient and family centered care that optimizes quality of life throughout the continuum of illness by addressing physical, intellectual, emotional, social, and spiritual needs and facilitating patient autonomy, access to information, and choice. ACHC Palliative Care Standards are based on the National Consensus Project Clinical Practice Guidelines for Quality Palliative Care.

Standard PC1-A: The provision of palliative care occurs in accordance with professional state and federal laws, regulations and current accepted standards of care. (Guideline 8.3)

Interpretation: The palliative care program is in compliance with federal and state statutes, regulations and laws regarding:

- Disclosure of medical records and health information
- Medical decision-making
- Advance care planning and directives
- The roles and responsibilities of surrogate decision-makers
- Appropriate prescribing of controlled substances
- Death pronouncement and certification processes
- Autopsy requests, organ and anatomical donation
- Health care documentation
- Palliative care program policies and procedures

Palliative care team members make efforts to understand how patient/family cultural beliefs, perceptions and practices may affect palliative care treatment options, services and the plan of care. The palliative care team is knowledgeable about legal and regulatory aspects of palliative care and has access to legal advice and counsel as needed.

Palliative care practice is modeled on and consistent with existing professional codes of ethics, scopes of practice and standards of care for all relevant disciplines.

Evidence: Patient Records
Evidence: Observation
Evidence: Personnel Files
Evidence: Response to Interviews

Services applicable: PCHH, PCHSP, PCPD

Standard PC2-A: Written policies and procedures are established and implemented in regard to the palliative care program coordinating care and collaborating with community resources to ensure continuity of care for the patient and family. (Guideline 1.8)

Interpretation: Written policies and procedures are established and implemented regarding:

- Coordination of care with community resources to ensure continuity of care
- Communication and collaboration with hospices and other community service providers involved in the patient's care
- Referrals are only made with the patient or appropriate representative's consent
- Timely and effective sharing of information among healthcare teams while safeguarding privacy

The palliative care program supports and promotes continuity of care throughout the patient's illness.

Non-hospice palliative care programs have relationships with one or more hospices and other community resources to ensure continuity of care. Non-hospice palliative care programs inform patients and families about hospice and other community resources.

The palliative care team informs the patient's health care providers of the availability of hospice services and other community resources.

Evidence: Written Policies and Procedures
Evidence: Patient Records
Evidence: Observation

Services applicable: PCHH, PCHSP, PCPD

Standard PC2-B: Written policies and procedures are established and implemented in regard to palliative care services being provided to the patient and family to the extent that their preferences and needs can be met in their physical environment. (Guideline 1.9)

Interpretation: Written policies and procedures are established and implemented that describe the different environments of care available to the patient and family.

The palliative care team provides care in a setting preferred by the patient or family. When care is provided outside of the family's home, the interdisciplinary team (IDT) collaborates with other service providers to ensure the patient's safety and sense of control. When possible, the environment provides flexible visiting hours and space for a family visiting area, rest area, eating area, and privacy for the patient and family.

Unique care needs of pediatric/adolescent patients or family members/visitors will be addressed by the palliative care team.

Evidence: Written Policies and Procedures

Evidence: Observation

Evidence: Response to Interviews

Services applicable: PCHH, PCHSP, PCPD

Standard PC2-C: Written policies and procedures are established and implemented in regard to the palliative care program providing care/service to patients and families of various belief systems. (Guideline 6.1)

Interpretation: Written policies and procedures describe the mechanisms the palliative care program uses to provide care for the patients/families of different cultural backgrounds, beliefs and religions.

Palliative care team members make efforts to understand how cultural beliefs, perceptions and practices may affect treatment options, services and the plan of care. Palliative care team members make efforts to understand and accommodate patient/family dietary and ritual practices.

Palliative care team members communicate in a language and manner the patient and family can understand.

Options may include:

- Language line
- Interpreters
- Written material in patient's preferred language

During the assessment process the interdisciplinary team (IDT) elicits and documents the patient/family cultural identification, strengths, concerns and/or needs.

Referrals to culture-specific or culturally based community resources are made as appropriate.

Evidence: Written Policies and Procedures

Evidence: Observation

Evidence: Response to Interviews

Services applicable: PCHH, PCHSP, PCPD

Standard PC2-D: Written policies and procedures are established and implemented in regard to the palliative care program striving to enhance its cultural and linguistic competence. (Guideline 6.2)

Interpretation: The palliative care program has written policies and procedures that describe methods to enhance cultural and linguistic awareness and services.

The palliative care program supports a multicultural work environment. It is an equal opportunity employer and does not discriminate on the basis of race, color, religion, sex, sexual orientation or national origin.

Palliative care staff identify differences in their own beliefs and the patient's beliefs and find ways to support the patient.

Ongoing education is provided to staff on cultural awareness and cultural competency.

The palliative care program regularly evaluates its services, policies and responsiveness to the multicultural population and makes changes as appropriate.

Evidence: Written Policies and Procedures

Evidence: Observation

Evidence: Response to Interviews

Standard PC2-E: Written policies and procedures are established and implemented in regard to the palliative care program identifying and assessing complex ethical issues arising in the care of people with life-threatening illnesses. (Guideline 8.2)

Interpretation: Written policies and procedures describe mechanisms for identifying and addressing ethical issues in providing palliative care.

Existing or potential ethical issues are identified by the palliative care team. The palliative care team assesses for possible ethical issues such as withholding or withdrawing treatments, instituting a do not resuscitate (DNR) order, and the use of sedation in palliative care.

Ethical concerns are addressed with the patient or family and are documented in the clinical record.

Referrals are made to ethics consultants or the agency's ethics committee as appropriate. An ethics committee or consultant may be contacted for guidance on policy development, clinical care issues, conflict resolution and staff education.

Interdisciplinary team (IDT) members have education or training in ethical principles of palliative care.

Evidence: Written Policies and Procedures

Evidence: Patient Records

Evidence: Observation

Evidence: Personnel Files

Services applicable: PCHH, PCHSP, PCPD

Standard PC4-A: Written policies and procedures are established and implemented in regard to the palliative care program option to use volunteers to provide services to the patient and family. (Guideline 1.4)

Interpretation: Written policies and procedures describe the role and practices of volunteers in the palliative care program.

- Volunteers must comply with all personnel policies and procedures, including background checks and training.
- Volunteers are trained, coordinated and supervised by a palliative care team member.
- Services provided by volunteers will be included in the plan of care.

Evidence: Written Policies and Procedures

Evidence: Personnel Files

Evidence: Response to Interviews

Services applicable: PCHH, PCHSP, PCPD

Standard PC4-B: A written education plan is established and implemented that defines the content and frequency of evaluations as well as the amount of ongoing in-service training. (Guideline 1.5)

Interpretation: The palliative care program has a written education plan.

- The education plan includes training provided during orientation as well as ongoing in-service education. The palliative care program provides this training directly or arranges for personnel to attend sessions offered by outside sources.
- The ongoing education plan is a written document that outlines the education to be offered for personnel throughout the year. The plan is based on a reliable and valid assessment of needs relevant to individual job responsibilities.
- Education activities also include a variety of methods for providing personnel with current, relevant information to assist with their learning needs. These methods include provision of journals, reference materials, books, internet learning, in-house lectures and demonstrations.
- The palliative care program has an ongoing education plan that includes, but is not limited to:
 - The domains of palliative care
 - Pain and symptom management
 - Communication skills
 - Medical ethics
 - Grief and bereavement
 - Family and community resources
 - Hospice care and philosophy as well as eligibility
 - Advance care planning
 - Cultural considerations
 - Spiritual beliefs
- The program supports professional development through discipline-specific certifications, mentoring, preceptorships and supervision.
- There is written documentation confirming attendance at ongoing education programs.
- Personnel hired for specific positions within the palliative care program meet the minimum qualifications for those positions in accordance with applicable laws or regulations, licensure requirements, and the program's policies/ procedures and job

descriptions.

Evidence: Written Policies and Procedures
Evidence: Personnel Files

Services applicable: PCHH, PCHSP, PCPD

Standard PC4-C: The palliative care program provides support services to its team members. (Guideline 1.7)

Interpretation: The palliative care program describes the mechanisms of support services available to staff.

- The palliative care program provides regular support meetings for staff and volunteers to encourage discussion of emotional stress/impact when caring for patients and families with serious or life-threatening illnesses.
- The palliative care program and interdisciplinary team (IDT) implements interventions to promote staff support and sustainability.
- Opportunities for additional counseling services are available.

Evidence: Response to Interviews

Services applicable: PCHH, PCHSP, PCPD

Standard PC5-A: Written policies and procedures are established and implemented in regard to an initial evaluation of the patient and family being completed in a timely manner; this assessment forms the basis of the plan of care. (Guideline 1.1)

Interpretation: Written policies and procedures describe the palliative care program's mechanisms for completing an initial evaluation. Members of the interdisciplinary team (IDT) completes an initial evaluation and subsequent re-evaluations through patient and family interviews; review of medical and other available records; discussion with other providers; and physical exam and assessment. Initial contact occurs within two business days of palliative care referral.

The initial evaluation includes, but is not limited to:

- Assessments of the patient's current medical status, diagnosis and treatment options, a review of medical history and the patient's response to past treatments.
- Assessment includes documentation of the patient's diagnoses and prognosis, comorbid medical and psychiatric disorders, physical and psychological symptoms, functional status, social, cultural and spiritual needs, advance care planning concerns and patient/family goals for quality of life.
- Assessment of neonates, children and adolescents must be conducted with consideration of age and stage of neurocognitive development.
- Assessment of the patient/family perception and understanding of the life-limiting illness, including goals for quality of life and preferences for care.

Needs identified during the initial evaluation are referred to the appropriate IDT member for completion of a comprehensive assessment. Timeframes for completion of the comprehensive assessments are defined in agencies policies and procedures.

The palliative care program has policies in place for prioritizing and responding to referrals as well as responding timely to patient/family crises.

Evidence: Written Policies and Procedures
Evidence: Patient Records
Evidence: Response to Interviews

Services applicable: PCHH, PCHSP, PCPD

Standard PC5-B: Written policies and procedures are established and implemented in regard to patient and family participation in the formation of the plan of care. (Guideline 1.2)

Interpretation: The palliative care program ensures participation by the patient and family in the plan of care. The family is defined by the patient.

The plan of care is developed with professional guidance and support for patient/ family decision-making.

The care plan is based upon ongoing assessments and reflects goals set by the patient/family or surrogate in collaboration with the interdisciplinary team (IDT) and community providers (if applicable).

The care plan is updated as needed based on the evolving needs and presence of the patient and family.

Treatment options and alternatives are communicated to the patient and family to promote informed decision-making.

Complementary and alternative therapies may be included in the plan of care.

The plan of care includes values, goals, and needs that have been expressed by the patient/family.

Evidence: Written Policies and Procedures

Evidence: Patient Records

Evidence: Response to Interviews

Services applicable: PCHH, PCHSP, PCPD

Standard PC5-C: The interdisciplinary team (IDT) provides services to the patient and family in accordance with the plan of care. (Guideline 1.3)

Interpretation: The palliative care program has mechanisms in place for the IDT to provide services in accordance with the plan of care.

The IDT for the palliative care program consists of spiritual care professionals, nurses, physicians and social workers based on patient and family needs. It may also include other therapeutic disciplines as requested by the patient and family or when a need is identified by IDT members.

The IDT includes palliative care professionals with appropriate education, certifications or training in hospice and/or palliative care to meet the physical, psychological, social and spiritual needs of both the patient and family. If the palliative care program provides services for pediatric or adolescent patients or family members, the IDT members have specialized training in caring for children and or adolescents.

The palliative care program provides services 24 hours a day, seven days a week as necessary to meet patient needs. An on-call coverage system for care/services should be used to provide this coverage during evenings, nights weekends and holidays. If the palliative care program does not provide services 24/7, the IDT will ensure that the patient and family know how to contact the primary care physician for coverage after hours.

The palliative care program may provide respite services to the patient and family.

The IDT communicates frequently to discuss, review or update the patient's plan of care.

The IDT meets regularly to discuss care provided, staffing issues, policies, clinical practices and quality improvement activities.

Evidence: Patient Records

Evidence: Personnel Files

Evidence: Observation

Evidence: Response to Interviews

Services applicable: PCHH, PCHSP, PCPD

Standard PC5-D: Written policies and procedures are established and implemented in regard to the interdisciplinary team (IDT) assessing and managing the patient's pain and/or other physical symptoms. (Guideline 2.1, 2.2)

Interpretation: Written policies and procedures are established for pain and symptom management. The palliative care program provides individualized care and disease-specific symptom management. Treatment plans for physical symptoms are individualized based on the disease, prognosis, patient functional limitations and patient-centered goals.

Patient/family understanding of the disease, treatment options, symptoms and side effects is assessed by the palliative care team and incorporated in the treatment plan. The goal of pain and symptom management is the safe and timely reduction of physical symptoms to a level acceptable to the patient.

A complete pain and symptom assessment is conducted initially and on an ongoing basis. The assessment includes, but is not limited to:

- Pain history and interventions
 - Pain severity
 - Use of a standardized pain tool
 - Use of an opioid analgesic risk assessment
- Shortness of breath
- Nausea
- Fatigue
- Anorexia
- Insomnia
- Restlessness
- Confusion
- Constipation

The palliative care program develops and uses symptom management tools, treatment policies, standards and guidelines appropriate to the care of patients. The palliative care team regularly documents ongoing assessments of pain and other physical symptoms and

functional capacity. Validated symptom assessment tools are used when available. The assessments are appropriate to the patient's age and diagnoses.

Treatment options for pain, symptom management and side effects include pharmacological, interventional, behavioral and complementary therapies. The program maintains documentation of symptom management in the patient's health record and communicates interventions and treatments with other health providers as appropriate.

Education regarding use of opioids and misconceptions are discussed with the patient and family members. The palliative care program uses an opioid analgesic risk assessment and management plan consistent with state and federal regulations for patients with chronic pain syndromes. Education regarding safe use of opioids, including driving or operating machinery, storage of medication, inventory and appropriate disposal, are discussed with the patient and family members.

Evidence: Written Policies and Procedures

Evidence: Patient Records

Evidence: Observation

Evidence: Response to Interviews

Services applicable: PCHH, PCHSP, PCPD

Standard PC5-E: Written policies and procedures are established and implemented in regard to the interdisciplinary team (IDT) assessing the psychological and psychiatric aspects of the patient/family coping abilities and quality of life. (Guideline 3.1)

Interpretation: Written policies and procedures are established describing the mechanisms for assessing the psychological and psychiatric aspect of care.

The IDT includes professionals with specialized training in psychological and psychiatric issues such as depression, anxiety, delirium and cognitive impairment.

The IDT completes regular and ongoing assessments of patient/family reactions related to the illness including, but not limited to:

- Level of stress
- Coping strategies
- Anticipatory grieving
- Psychiatric conditions
- Age and developmentally appropriate assessments for pediatric patients and/or family members

Whenever possible and appropriate, a validated and context-specific assessment tool is used.

The IDT educates the patient and family on topics including:

- Disease or condition
- Symptoms
- Side effects
- Treatments
- Caregiver needs
- Decision-making capacity
- Coping strategies

Based on patient and family goals, interventions include assessing psychological needs, treating psychiatric diagnoses, and promoting adjustment to the physical condition or illness. Patient/family psychological stress and/or psychiatric syndromes are treated promptly with pharmacologic, non-pharmacologic and/or complementary therapies.

Patient and family members are informed of treatment options/alternatives. The IDT documents treatment options/alternatives discussed and the patient and/or family's decision.

Ongoing patient/family assessments regarding response to treatments and treatment efficacy are completed by the palliative care team and documented.

When necessary the IDT refers the patient and/or family members to appropriate healthcare professionals for ongoing psychological or psychiatric treatment.

The agency provides staff education and training in recognition and treatment of common psychological and psychiatric syndromes such as:

- Anxiety
- Depression
- Delirium
- Hopelessness
- Suicidal ideation

- Substance withdrawal symptoms
- Professional coping strategies to manage anticipatory grief and loss

Evidence: Written Policies and Procedures

Evidence: Patient Records

Evidence: Personnel Files

Evidence: Response to Interviews

Services applicable: PCHH, PCHSP, PCPD

Standard PC5-F: The interdisciplinary team (IDT) assesses the social aspects of care to meet and promote patient/family needs and goals and to maximize patient/family strengths and well-being. (Guideline 4.1)

Interpretation: The IDT facilitates and enhances several social aspects of patient/family care, including:

- Patient/family understanding of and coping with illness and grief
- Support for patient/family decision-making
- Discussion of patient/family goals for care
- Emotional and social support
- Communication within the family, between patient/family and with the IDT

The IDT includes a social worker who has a bachelor's degree and/or graduate degree from an accredited school and experience in hospice and palliative care or a related health care field.

The IDT includes health professionals with expertise in the developmental needs and capacities of pediatric and adolescent patients and/or family members.

Evidence: Patient Records

Evidence: Observation

Evidence: Personnel Files

Services applicable: PCHH, PCHSP, PCPD

Standard PC5-G: Written policies and procedures are established and implemented in regard to the interdisciplinary team (IDT) conducting a social assessment to identify the patient/family social strengths, needs and goals based on findings from the initial evaluation or subsequent evaluations. (Guideline 4.2)

Interpretation: Written policies and procedures are established and implemented that address the interdisciplinary team (IDT) completing a social assessment.

- The palliative care program completes a social assessment that includes:
 - Family structure and function
 - Roles
 - Communication
 - Decision-making patterns
 - Strengths and vulnerabilities
 - Resiliency
 - Social
 - Spiritual and cultural support
 - Effect of illness or injury on intimacy and sexual expression
 - Prior experiences with illness, disability and loss
 - Risk of abuse, neglect or exploitation
 - Changes in family members' activities
 - Schooling
 - Employment or vocational roles
 - Recreational activities
 - Economic security
 - Patient/family living environment and/or living arrangement
 - Patient/family perceptions about care giving needs, availability and capacity
 - Needs for adaptive equipment, home modifications or transportation
 - Access to medications and nutritional products
 - Access to community resources, financial support and respite care
 - Advance care planning and legal concerns

The IDT develops a social care plan that reflects patient/family culture, values, strengths, goals and preferences.

The IDT implements interventions such as education and family meetings to maximize social well-being and coping skills of both the patient and family.

The IDT refers the patient and family to appropriate resources and services as needed.

Evidence: Written Policies and Procedures

Evidence: Patient Records

Evidence: Response to Interviews

Services applicable: PCHH, PCHSP, PCPD

Standard PC5-H: Written policies and procedures are established and implemented in regard to the interdisciplinary team (IDT) conducting a spiritual assessment to identify religious or spiritual/existential background, preferences and related beliefs; rituals and practices of the patient and family; and symptoms such as spiritual distress and/or pain, guilt, resentment, despair and hopelessness based on needs identified during the initial evaluation or subsequent evaluations. (Guideline 5.1, 5.2)

Interpretation: Written policies and procedures are established and implemented in regard to the IDT conducting a spiritual assessment that includes spiritual and existential concerns recognizing spirituality as a fundamental aspect of compassionate patient and family-centered care.

The IDT documents spiritual themes including but not limited to:

- Life review
- Assessment of hopes, values and fears
- Meaning, purpose and beliefs about afterlife
- Spiritual or religious practices
- Cultural norms and beliefs
- Coping, guilt, forgiveness and life-completion tasks
- Whenever possible, a standard instrument is used

The patient's resources of spiritual strength are supported and documented. Spiritual/existential care needs, goals and concerns identified by patients, family members, IDT members or spiritual care professionals are documented and addressed in the IDT care plan.

The IDT re-evaluates spiritual/existential interventions and updates them as needed.

The IDT includes spiritual care professionals who have documented education and training in spirituality and existential issues, or other experience based on agency policies and/or job description.

All palliative care team members are respectful of patient/family religious and spiritual beliefs, rituals and practices.

The IDT refers the patient to appropriate community resources (pastoral counselor, spiritual director or spiritual care professional) when requested.

Evidence: Written Policies and Procedures

Evidence: Patient Records

Evidence: Response to Interviews

Evidence: Personnel Files

Evidence: Observation

Services applicable: PCHH, PCHSP, PCPD

Standard PC5-I: Written policies and procedures are established and implemented in regard to the palliative care program facilitating religious, spiritual and/or cultural services as requested by the patient or family at and after the time of death. (Guideline 5.3)

Interpretation: Written policies and procedures are established and implemented by the palliative care program in regard to providing spiritual care services at and after the time of death.

The palliative care program provides spiritual counseling and services in accordance with patient/family acceptance of these services and with their beliefs and desires. This may include:

- Performing religious rituals
- Assisting with funerals and memorial services

The patient and family are supported in their desires to display and use their own religious, spiritual and/or cultural symbols.

The spiritual team facilitates communication with spiritual/religious communities or individuals as desired by the patient and/or family.

The palliative care team follows up post death with phone calls, home visits or attendance at the funeral or wake to offer support, identify

any additional needs/referrals and to assist the family with bereavement.

Evidence: Written Policies and Procedures

Evidence: Patient Records

Evidence: Observations

Evidence: Response to Interviews

Services applicable: PCHH, PCHSP, PCPD

Standard PC5-J: Written policies and procedures are established and implemented in regard to a core component of the palliative care program being the provision of grief and bereavement services for patients and families, based on assessment of needs. (Guideline 3.2)

Interpretation: Written policies and procedures are established and implemented by the palliative care program for the provision of bereavement services.

Bereavement counseling services must be available to the patient and family to assist in minimizing the stress and problems that arise from living with a serious or life-threatening illness.

Bereavement services must be an organized program with services provided by qualified professionals who have experience and education in grief, loss and bereavement. Bereavement services may be provided by members of the interdisciplinary team (IDT) or through referrals to community resources.

An initial grief and bereavement assessment is completed upon admission to the palliative care program. The assessment shall include an evaluation of patient/family risks for complicated grief, bereavement and comorbid complications.

Information on loss, grief and the availability of bereavement services that are culturally appropriate and in a language the patient/family can understand is communicated to the family before and after death. Information on community services including support groups, counselors, collaborated partnerships with hospices and other community resources is also provided.

Patients/families who have been identified as at risk for complicated grief and bereavement shall receive intensive psychological support and prompt referrals to appropriate professionals.

Ongoing bereavement assessments and reassessments are completed by the palliative care team during the continuum of the patient's illness.

The IDT provides grief support and interventions appropriately determined by the cultural, spiritual and developmental needs and expectations of the patient and family.

Bereavement services and follow-up are recommended for the family for a minimum of 12 months after the death of the patient.

The palliative care program provides staff and volunteers with ongoing education, supervision and support in coping with their own grief as well as guidelines for effectively responding to patient/family grief.

Evidence: Written Policies and Procedures

Evidence: Patient and Bereavement Records

Evidence: Observation

Evidence: Personnel Files

Services applicable: PCHH, PCHSP, PCPD

Standard PC5-K: Written policies and procedures are established and implemented in regard to the interdisciplinary team (IDT) providing a continuum of care for the patient and family through the transition of dying to the time of death and bereavement follow-up. (Guideline 7.1)

Interpretation: Written policies and procedures describe the types of services and mechanisms the palliative care program uses to provide care for the patient at the end of life to meet the physical, psychosocial, spiritual, social and cultural needs of patients and families.

The palliative care team identifies the needs of the patient and family during end-of-life care. The care of the patient is divided into three phases: pre-death, peri-death and post-death.

The palliative care team provides support and ongoing care of the patient and family during the end of life.

The IDT addresses:

- Concerns
- Hopes
- Fears and expectations about the dying process
- Symptom management and pain management

Care is provided with respect for the patient and family values, preferences, beliefs, culture and religion.

The IDT educates the family on signs and symptoms of imminent death and provides emotional support.

Evidence: Written Policies and Procedures

Evidence: Patient Records

Evidence: Response to Interviews

Services applicable: PCHH, PCHSP, PCPD

Standard PC5-L: Written policies and procedures are established and implemented in regard to the palliative care team presenting the patient and family with an end-of-life plan of care that addresses the dying process, treatments, symptom management, family preferences and other requests. (Guideline 7.2)

Interpretation: Written policies and procedures are established and implemented in regard to providing care at the time of death.

The palliative care team assesses the patient for symptoms and prepares family and other caregivers on the dying process and the management of symptoms. The plan of care during the dying process is discussed and updated as needed to meet the needs of the patient and family. Any discussion prior to the patient's death about an autopsy, organ or tissue donation, or other anatomical gifts is documented. Any inability to honor the patient/family expressed wishes for care during the dying process and at the time of death is documented in the clinical record.

The palliative care team will have an appropriately timed discussion with the patient/family regarding hospice services that adhere to patient/family preferences.

Evidence: Written Policies and Procedures

Evidence: Patient Records

Services applicable: PCHH, PCHSP, PCPD

Standard PC5-M: Written policies and procedures are established and implemented in regard to the provision of post-death care based on care setting. (Guideline 7.3)

Interpretation: Written policies and procedures are established and implemented in regard to the palliative care program providing post-death care in a respectful manner that honors patient/family cultural and religious practices. The policies and procedures include, but are not limited to:

- Post-death care is provided in a respectful manner.
- Cultural and religious practices are honored in accordance with institutional practices, local laws and state regulations.
- Family has sufficient time with the patient after death.
- Preparation and disposition of the body in accordance with applicable law and regulations, taking into account patient/family wishes

Evidence: Written Policies and Procedures

Evidence: Patient Records

Services applicable: PCHH, PCHSP, PCPD

Standard PC5-N: The palliative care program implements the bereavement plan post death. (Guideline 7.4)

Interpretation: Bereavement services for the patient's family are implemented post death by the interdisciplinary team (IDT). The bereavement plan is based on a social, cultural and spiritual grief assessment.

A palliative care team member is assigned to support the family and assist with religious practices, funeral arrangements, burial planning and emotional/grief support as appropriate.

Evidence: Patient Records

Evidence: Bereavement Records

Services applicable: PCHH, PCHSP, PCPD

Standard PC5-O: Written policies and procedures are established and implemented in regard to the palliative care program respecting the patient's or surrogate's goals, preferences and choices for care within the limits of applicable state and federal laws, current accepted standards of medical care, and professional standards of practice. (Guideline 8.1)

Interpretation: Written policies and procedures are established and implemented in regard to ethical and legal principles in providing palliative care.

The interdisciplinary team (IDT) includes the patient's or surrogate's goals, preferences and choices in the development of the plan of care. The IDT discusses achievable goals for care in regard to the patient's or surrogate's desires and preferences and addresses advance directives. Patient and family members are encouraged to seek professional help with updating or completing legal and financial documents. A palliative care team member assists with completing advance directives as appropriate, communicates to other team members the patient's or surrogate's wishes, and documents the advance directives in the clinical record.

The IDT assesses the ability of the patient and family in the decision-making process. For care of pediatric patients, the child's views and preferences are documented and discussed with the patient and family as appropriate. The IDT advocates for the patient's wishes and preferences. In the absence of advance directives and if the patient is unable to communicate, the IDT will assess whether the patient previously expressed any wishes, values or preferences in regard to care. The IDT will support and assist the surrogate with decision-making concerns, questions, and legal or ethical issues in determining to honor the patient's preferences or wishes.

Failure to honor the patient's or surrogate's preferences is documented and addressed by the IDT.

The IDT includes professionals with knowledge and skill in ethical, legal and regulatory aspects of medical decision-making.

Evidence: Written Policies and Procedures

Evidence: Patient Records

Evidence: Response to Interviews

Services applicable: PCHH, PCHSP, PCPD

Standard PC6-A: The palliative care program develops, implements and maintains an effective, ongoing Quality Assessment and Performance Improvement (QAPI) program. The program measures, analyzes and tracks quality indicators and other aspects of performance that enable the program to assess processes of care, services and palliative care outcomes. (Guideline 1.6)

Interpretation: Written policies and procedures are established and implemented that describe the palliative care program's QAPI plan.

The palliative care program designates someone to coordinate and implement a QAPI program.

The QAPI program measures, analyzes and tracks quality indicators and other aspects of performance that enable the palliative care program to assess processes of care and operations.

Quality care follows the National Quality Strategy set forth by the U.S. Department of Health and Human Services described in the following provisions in the Affordable Care Act. These include, but are not limited to:

- Making care safer by reducing harm caused in the delivery of care
- Ensuring patients and families are engaged as partners in care
- Promoting effective communication and coordination of care
- Promoting the most effective treatment practices for the leading cause of mortality
- Making quality care more affordable

The QAPI program reviews all of the palliative care domains including organizational structure, education, team utilization and assessment. The review includes the effectiveness of physical, psychological, psychiatric, social, spiritual, cultural and ethical assessment and interventions to manage these aspects of care. CMS quality reporting requirements will be included in the review.

Quality improvement processes may include the development and testing of screening, history and assessment tools, protocols for diagnoses and interventions. Examples include:

- Structure and processes
- Physical aspects of care
- Psychological and psychiatric aspects of care
- Social aspects of care
- Spiritual, religious and existential aspects of care
- Cultural aspects of care
- Care of the patient at the end of life
- Ethical and legal aspects of care

Quality improvement activities for clinical services are collaborative, interdisciplinary, and focused on meeting patient/family goals.

The QAPI program must be ongoing and have a written plan of implementation. Ongoing means that there is a continuous and periodic collection and assessment of data. Opportunities to improve care should be applied on a program-wide basis, when appropriate. The program must at least be capable of showing measurable improvement in indicators related to improved palliative outcomes and hospice services.

From the QAPI process, the palliative care program establishes quality improvement policies and procedures.

The QAPI program includes evaluations of the palliative care program from patients, families, staff and the community.

Evidence: Written Policies and Procedures/QAPI Implementation Plan

Evidence: QAPI Reports and Documentation

Evidence: Observation

Evidence: Response to Interviews

Services applicable: PCHH, PCHSP, PCPD

