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CN21-49

Hospice Agency Certificate of Need Application Packet

Contents:

1.	260-035	Contents List/Mailing Information	1 Page
2.	260-035	Application Instructions	
3.	260-035	Hospice Application	12 Pages
4.	RCW/WAC and	Website Links	1 Page

Application submission must include:

- One electronic copy of your application, including any applicable attachments no paper copy is required.
- A check or money order for the review fee of \$21,968 payable to Department of Health.

Include copy of the signed cover sheet with the fee if you submit the application and fee separately. This allows us to connect your application to your fee. We also strongly encourage sending payment with a tracking number.

Mail or deliver the application and review fee to:

Mailing Address:	Other Than By Mail:
Department of Health	Department of Health
Certificate of Need Program	Certificate of Need Program
P O Box 47852	111 Israel Road SE
Olympia Washington 98504-7852	Tumwater Washington 98501

Contact Us:

Certificate of Need Program Office 360-236-2955 or FSLCON@doh.wa.gov.

Application Instructions

The Certificate of Need Program will use the information in your application to determine if your project meets the applicable review criteria. These criteria are included in state law and rules. Revised Code of Washington (RCW) 70.38 and Washington Administrative Code (WAC) 246-310.

General Instructions:

- Include a table of contents for application sections and appendices/exhibits
- Number all pages consecutively
- Make the narrative information complete and to the point.
- Cite all data sources.
- Provide copies of articles, studies, etc. cited in the application.
- Place extensive supporting data in an appendix.
- Provide a detailed listing of the assumptions you used for all of your utilization and financial projections, as well as the bases for these assumptions.
- Under no circumstance should your application contain any patient identifying information.
- Use **non-inflated** dollars for **all** cost projections
- Do not include a general inflation rate for these dollar amounts.
- Do include current contract cost increases such as union contract staff salary increases. You must identify each contractual increase in the description of assumptions included in the application.
- Do not include a capital expenditure contingency.
- If any of the documents provided in the application are in draft form, a draft is only acceptable if it includes the following elements:
 - a. identifies all entities associated with the agreement,
 - b. outlines all roles and responsibilities of all entities,
 - c. identifies all costs associated with the agreement,
 - d. includes all exhibits that are referenced in the agreement, and
 - e. any agreements in draft form must include a document signed by both entities committing to execute the agreement as submitted following CN approval.

Do not skip any questions in this application. If you believe a question is not applicable to your project, explain why it is not applicable.

Answer the following questions in a manner that makes sense for your project. In some cases, a table may make more sense than a narrative. The department will follow up in screening if there are questions.

Program staff members are available to provide technical assistance (TA) at no cost to you before submitting your application. While TA isn't required, it's highly recommended and can make any required review easier. To request a TA meeting, call 360-236-2955 or <a href="mailto:emailto

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 01/20/2021
Steve Morris, CEO	
Email Address	Telephone Number
Steve.morris@inspiringhospice.com	(541) 386-1942
Legal Name of Applicant	Provide a brief project description
	☐ New Agency
Inspiring Hospice Partners of Oregon, LLC	
dba Heart of Hospice	☐ Other:
	Estimated capital expenditure: \$ \$75,000.00
Address of Applicant	
407.5	
407 Portway Ave Suite 201	
Hood River, OR 97031	
	nis project. Note: Each hospice application must be
than one county, then an application must subm	ntends to obtain a Certificate of Need to serve more
than one county, then an application must subm	inted for each county separatery.
Pierce	

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 (<u>WAC 246-310-220</u>) and Structure and Process of Care (<u>WAC 246-310-230</u>).

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).

Inspiring Hospice Partners of Oregon, LLC

dba Heart of Hospice

407 Portway Ave Suite 201

Hood River, OR 97031

Steve Morris

815 HWY 141

White Salmon WA 98672

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

LLC

UBI:604-096-082

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

Steve Morris, CEO

407 Portway Ave Suite 201

Hood River OR 97031

(541) 386-1942 office

(404) 274-3291 mobile

steve.morris@inspiringhospice.com

 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).

NA- We are submitting application on our own.

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

Steve Morris, CEO/Administrator

Dr. Stephen McLennon, MD – Medical Director

Leigh Stratton BSN – Clinical Director

Peggy Menasco, Human Resource Director

attachment: #9

- 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)
 Inspiring Hospice Partners of Oregon dba Heart of Hospice
 - Facility and Agency Location(s)

Oregon Office:

407 Portway Ave Suite 201 Hood River, Oregon 97031 Snohomish County Office

12626 4th Avenue, #203A

Everett, Washington 98204-6427

Facility and Agency License Number(s)

Washington State License: HIS.FS.00000185

Facility and Agency CMS Certification Number(s)

CMS Certification Number: 38-1554 Oregon State License: 1601070 Washington Medicaid: 2005904 Oregon Medicaid: 243105

Facility and Agency Accreditation Status

Accredited by the State of Washington and Oregon

Project Description

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

Inspiring Hospice Partners of Oregon, dba Heart of Hospice Oregon Office:

407 Portway Ave Suite 201 Hood River, Oregon 97031

Snohomish County Office 12626 4th Avenue, #203A Everett, Washington 98204-6427

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 relationship this project will have on our long-range business plan will simply allow for us to expand the current level of service in Skamania, Klickitat, Snohomish and the Columbia Gorge to the residents of Pierce county. The level and extent of unmet need, coupled with the fact that we already have our Medicare & Medicaid Permit in Washington and Oregon, will allow for us to start meeting the unmet need once the Certificate of Need is issued and staff are hired and trained. In October 2017, we completed our Washington State Hospice Survey 100% deficiency free. Our long-term business plan is to continue to serve the individuals who meet the Medicare hospice criteria and bring the highest level of hospice care to the counties we serve. Our plan is to continue to follow both the Federal and State of

Washington regulations to ensure that the individuals who deserve to receive their hospice benefit have the opportunity to be served by an organization which takes the Medicare Hospice Benefit most seriously. Our goal is to change the way hospice is perceived and received. "The Right Hospice for the Right Patient at the Right Time." Our current office in Hood River, Oregon will continue to operate fully and provide oversite in the development of the newly granted Certificate of Need. Dr. Stephen McLennon, MD will be the medical director as a fulltime employee. Under Dr. McLennon's leadership and expertise in hospice we will continue to provide exceptional hospice care to our current office and also Pierce county. Leigh Stratton will continue to function as the Clinical Director, under Leighs leadership we will develop the clinical team just as we have at our current office in order to serve the individuals of Pierce county. Peggy Menasco will continue to oversee the human resources department. This role is vital in both the recruitment and development of hospice professionals. Peggy, will continue to serve in this capacity in order to foster a place where hospice professionals want to flourish and make a difference. Lastly, Steve Morris, the administor will continue to oversee the entire hospice project, while pulling form his 20 years of experience in developing hospices that provide the most regulatory compliant services according to the State of Washington and CMS. This team of seasoned hospice professionals will continue to provide direction and the expertise necessary in order to meet our current needs and unmet needs of Pierce county once Certificate of Need is granted for Pierce county.

Heart of Hospice has been in operations for over 15 years as a Medicare Certified Hospice in Oregon and Washington. In order to provide Hospice in the State of Washington you have three components. 1st is State Licensure, 2nd CMS Medicare Certification, and 3rd is Certificate of Need. Heart of Hospice has in place the 1st and 2nd components for Pierce county. Once Heart of Hospice is granted the CN for Pierce county we will essentially be 100% complete and able to provide Hospice Care. The other applicants have not yet completed the 1st or the 2nd requirements. This sets us apart, allowing us once CN is granted to access the underserved county of Pierce and start impacting the community. In addition to this we are able to collect payment as we have the contractual agreements for payment from Insurances, Medicaid and Medicare in place. At this time, Heart of Hospice does not have CN for Pierce County, for this reason, Heart of Hospice is seeking this project to be approved. Once this project is approved we will have completed the three requirements in order to provide hospice in Pierce County.

Heart of Hospice's Pierce County office will be under our current Medicare/Medicaid provider number. We will not be seeking a new Medicare/Medicare number. This would only delay access for Pierce county. Heart of Hospice has already completed and proven to Medicare/Medicaid, the state of Washinginton that we meet the requirements to participate in the Medicare Trust Fund.

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.

1450 Wilmington Drive Dupont, WA

4. Provide a detailed description of the proposed project.

Heart of Hospice proposes to extend our Medicare/Medicaid certified hospice agency to Pierce county. Heart of Hospice's Pierce county office will be housed at 1450 Wilmington Drive Dupont, WA. This application is being submitted congruently with a proposal for Thurston county. This Need Approval and operation is independent of the Need Approval for Thurston county. Heart of Hospice is treating the two Certificate of Need applications independently. Heart of Hospice is committed to this project regardless of the decisions on our Thurston proposal. Heart of Hospice is also 100% capable of completing both projects once the Department approves Thurston and Pierce counties. Heart of Hospice has proven financial feasibility for both projects independently as well as congruently.

Consistent with the services provided by Heart of Hospice in Skamania, Klickitat, Snohomish and our Oregon Program, the services will focus on treating the whole person, not just their disease, and on the needs of both the patient and the family. Our health care team is specially trained in pain and disease management, as well as practical needs such as insurance coverage, transportation, and assistance with bathing. Additionally, they attend to the emotional and spiritual needs such as caregiver stress, grief, and fear of dying. Care is provided by an interdisciplinary team including the physician, medical director, nurse, social worker, chaplain, pharmacist, certified nursing assistant, volunteers, and other therapists.

We provide the following services to aid in the palliative care of our patients and their families:

- -Pain and symptom management by skilled nurses and physicians.
- -Counseling, including spiritual, nutritional and bereavement.
- -Education on the disease process, coping skills and care planning.
- -Assistance with personal care by hospice aides.
- -Trained volunteer support.
- -Physical, occupational and speech therapy, as needed.
- -On-Call Interdisciplinary Team 24 hours a day.
- -Availability of durable medical equipment, oxygen, medical supplies, and related medications.

All services are provided directly by our agency with the exception of physical and occupational therapy whom are contracted.

Heart of Hospice provides hospice services to patients who are faced with a life-limiting illness who desire to be cared for under the hospice philosophy of care. The primary goal of hospice is to provide comfort through the relief of physical, emotional, and spiritual suffering while promoting the dignity of terminally ill persons and their families where they call home. "Home" may be a private residence, an Assisted Living Community, an Adult Foster Care Home, a Skilled Nursing Facility or a Hospital, in either an urban or a rural community. Heart of Hospice has a long history of successfully caring for the populations of large counties and a proven track record of reaching the entire county regardless of where the patient calls home. Heart of Hospice provides respectful care to all patients on an equal basis, whether they are homeless in an urban community or living in a yurt in the Cascade mountain range.

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

Heart of Hospice confirms that we 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	9/2021
Design Complete (if applicable)	NA
Construction Commenced (if applicable)	NA
Construction Completed (if applicable)	NA
Agency Prepared for Survey	9/2021 Exesiting agency
Agency Providing Medicare and Medicaid hospice	12/2021
services in the proposed county.	

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.

X Skilled Nursing	X Durable Medical Equipment
X Home Health Aide	X IV Services
X Physical Therapy	X Nutritional Counseling
X Occupational Therapy	X Bereavement Counseling
X Speech Therapy	X Symptom and Pain
	Management
X Respiratory Therapy	X Pharmacy Services
X Medical Social Services	X Respite Care
X Palliative Care	X Spiritual Counseling

□ Other (please describe)

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

Skamania (YES), Klickitat (YES), Snohomish (starting to hire March, 2021 delayed due to COVID-19 pandemic).

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 provided in Pierce county will be consistent with the existing services we provide to our Oregon and Washington Patients. We will continue to provide the entire Medicare hospice benefit regardless of service area on a consistent basis.

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).

Heart of Hospice provides hospice services to patients who are faced with a life-limiting illness who desire to be cared for under the hospice philosophy of care. The primary goal of hospice is to provide comfort through the relief of physical, emotional, and spiritual suffering while promoting the dignity of terminally ill persons and their families where they call home. "Home" may be a private residence, an Assisted Living Community, an Adult Foster Care Home, a Skilled Nursing Facility or a hospital, in either an urban or a rural community. Heart of Hospice has a long history of successfully caring for the populations of large counties and a proven track record of reaching the entire County regardless of where the patient calls home. Heart of Hospice provides respectful care to all patients on an equal basis, whether they are homeless in an urban community or living in a yurt in the Cascade mountain range.

The following reflects our age groups by experience. Heart of Hospice identifies the anticipated age range based on experience to serve the adult population. Heart of Hospice is able to provide service to all ages, but based on historical data the population has been 35 years and older.

	WA	OR
<1- 34		
years	0%	0%
35 - 64		
years	7%	12%
65 - 74		
years	21%	14%
75 - 84		
years	37%	27%
85 + years	37%	49%

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

See attachement: #30

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

IHS.FS.	IHS.FS.00000185	
Medicare #:	<u>38-1554</u>	
Medicaid #:	2005904	

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

No. The agency has no need to seek accreditation.

Certificate of Need Review Criteria

A. Need (WAC 246-310-210)

<u>WAC 246-310-210</u> provides general criteria for an applicant to demonstrate need for healthcare facilities or services in the planning area. <u>WAC 246-310-290</u> 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.

COUNTY-Klickitat	2020	2019	2018
Total number of admissions	32	26	24
Total number of visits	1936	1829	1756
Average daily census	9.54	7.75	7.04
Total number of patient days	3,482	2,826	2,570
COUNTY-Skamania	2020	2019	2018
Total number of admissions	22	17	10
Total number of visits	1331	1196	731
Average daily census	6.56	5.06	2.93
Total number of patient days	2,394	1,847	1,071
COUNTY-Snohomish	2020	2019	2018
Total number of admissions	0	0	0

Total number of visits	0	0	0
Average daily census	0	0	0
Total number of patient days	0	0	0
Oregon	2020	2019	2018
Total number of admissions	158	150	163
Total number of visits	9,559	10,555	11,928
Average daily census	47.12	44.67	47.84
Total number of patient days	17,197	16,306	17,462

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

COUNTY-Pierce	2022	2023	2024
Total number of admissions	200	250	300
Total number of visits	7,200	9,000	10,800
Average daily census	32.88	41.10	49.32
Total number of patient days	12,000	15,000	18,000
COUNTY-Thurston	2022	2023	2024
Total number of admissions	183	233	300
Total number of visits	6,600	8,400	10,800
Average daily census	30.14	38.36	49.32
Total number of patient days	11,000	14,000	18,000
COUNTY-Klickitat	2022	2023	2024
Total number of admissions	50	73	87
Total number of visits	1,800	2,628	3,132
Average daily census	8.22	12	14.30
Total number of patient days	3,000	4,380	5,220
COUNTY-Skamania	2022	2023	2024
Total number of admissions	30	35	40
Total number of visits	1,080	1,260	1,464
Average daily census	4.93	5.75	6.68
Total number of patient days	1,800	2,100	2440
COUNTY-Snohomish	2022	2023	2024
Total number of admissions	200	233	300
Total number of visits	7,200	8,400	10,800
Average daily census	32.88	38.36	49.32
Total number of patient days	12,000	14,000	18,000
Oregon	2022	2023	2024
Total number of admissions	370	375	390
Total number of visits	13,200	13,500	14,040
	00.07	C4 C4	62.00
Average daily census	60.27	61.64	63.29

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

NONE

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

We are able to justify that the proposed project does not constitute an unnecessary duplication of services. The data provided by the department proves for itself that the current providers are not able to meet the need. Without knowing the focus of each organizations, we can only assume that the listed providers have constraints as they are NOT providing services to 71% of the deaths 0-64 years of age and 37% of the deaths 65+. On average 46% of Pierce County patients who died did not receive a single day of hospice care as reported by the department. Heart of Hospice is fully committed to providing Hospice care. Our focus has been outlined throughout this application.

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

Heart of Hospice confirms, established in 2006, and has been providing services in Washington State and is comfortable managing the Washington State communities that are a true mix of rural and urban. Heart of Hospice has worked diligently to manage coverage of large geographic areas without compromising quality of care. Many of the rural communities we serve are underserved, given the wide and diverse geographic area and rural nature of much of the area. Through our strong community partnering, education, and marketing, Heart of Hospice has made significant impact in serving our communities.

6. Identify how this project will be available and accessible to under-served groups. Serving diverse populations is another strength of Heart of Hospice; minority populations, including Japanese, Hispanic and Native American; people of all socio-economic levels; even working with destitute and indigent people. Heart of Hospice works diligently to carry on the mission of Hospice, with the highest standards possible, to ensure that any person in need of Hospice Care receives it regardless of their ability to pay.

In March 2012, Heart of Hospice was the first Hospice on the West Coast, and the 9th hospice in the nation to achieve Four Stars from the Veteran's Administration for attaining their highest designation, Level 4. Heart of Hospice's We Honor Veteran's program is robust, and includes providing specialized training on veteran's issues at end of life to all staff, employing

clinical staff who are veterans, our volunteer veteran to veteran program, and veteran service recognition. Heart of Hospice is proud to work closely with the local and regional Veterans Administration, and local community facilities which serve veterans, to provide the specialized hospice care that our service women and men deserve. attachment: #2

Heart of Hospice has several programs which demonstrate the high quality of standards we bring to our communities. These programs include:

- Heart to Heart Care: We hold a philosophy of Heart to Heart care, a stance and a belief that makes us unique. This philosophy is based upon each patient's non-medical unique needs, whether it is a huckleberry milkshake or a final wish. Heart of Hospice's team members know we can't add days to our patient's lives; so, we work hard to add life to their days. It is an honor and a joy to assist people as they travel this part of life's journey with dignity and grace.
- Bereavement services: Heart of Hospice has a strong bereavement program, not only for the hospice patients we serve, but for our communities as well. From phone contacts, one-on-one visits, linking to community services, a giving library of books and other print materials, bereavement groups, and a yearly Butterfly Release Community Bereavement Ceremony. Heart of Hospice takes seriously the need to help heal the loss that individuals, families, and communities experience following the death of loved ones.
- Indigent/destitute: Heart of Hospice has developed, together with local funeral homes a program to assure that truly destitute families can have funeral services, while supporting our local funeral homes.
- Volunteer Programs: Heart of Hospice has an active and robust Volunteer Program. From our award winning youth volunteers, to our regular volunteers, to our veteran volunteers, Heart of Hospice continually upgrades and expands the ways that volunteers can help make the hospice experience lighter, easier, for patients and families feeling more supported. Our innovative programs include: office volunteers, patient visiting volunteers, relief care volunteers, the flower program volunteers, music volunteers, youth volunteers, Santa volunteers, yard and maintenance volunteers, and more. Many of our volunteers have been with Heart of Hospice for over five years, and at current count have over fifty active volunteers supporting hospice patients and families. Community partnering and education: Heart of Hospice has a strong commitment to the local community. Participating in a number of events health fairs, volunteer fairs, etc., Heart of Hospice works collaboratively with and supports other volunteer and healthcare organizations and governmental agencies, providing education and support to our communities and healthcare partners. In addition, we have partnered with local healthcare and emergency support agencies in the area in order to be of assistance during emergencies.

- 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 (example, involuntary discharge)
 - o Heart of Hospice's admission policies prohibit discrimination on the basis of race, income, ethnicity, sex, disability, age, pre-existing condition, physical, mental status and sexual identity. All residents of the service area, including low-income persons, racial and ethnic minorities, women, handicapped persons, and other underserved groups and the elderly are welcomed at Heart of Hospice. There is no reason that Heart of Hospice would not accept a patient who qualifies and is wanting to elect their Hospice Benefit.

attachment: #19, #20, #21, #22, #23, #24

- 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.

- Heart of Hospice is making the assumptions based on experience in providing hospice in the State of Washington. The numbers we have used to forecast use rate, market share, intensity of service and all other data is based on our experience in Hospice in similar counties in both Washington and Oregon. These assumptions are based on Heart of Hospice's 2020 experience, we have extrapolated the data from Heart of Hospice's actual operation.
- Heart of Hospice has forecasted using the Department of Health's Certificate of Need Program Numeric Methodology outlined in WAC (246-310-290) providing hospice and also using the Methodology assumptions that the state has provided.
- Heart of Hospice has combined both the states data and our actual data throughout this application.

- Heart of Hospice has great hospice experience in opening hospices in the State of Washington. Currently, Heart of Hospice provides Hospice in Klickitat, Skamania, Snohomish counties. Our vast knowledge of this very special patient population has brought us to agreeing with the state and that the need for hospice care is most necessary. Heart of Hospice provides hospice also in the State of Oregon. Our experience in operating a Medicare Certified Hospice has led us to our assumptions of need. We have the knowledge to understand how to provide care when hospice is needed and how our unique geography and patient populations require a team with experience of working with many difference geographies in the mountains, rivers, and cities. Providing hospice in yurts, mansions, skilled nursing homes, assisted living communities, forests, riverside, stick-built homes, mobile homes, under bridges and anywhere else someone calls home, requires a very special team of professionals who agree that EVERYONE who meets the Medicare Guidelines deserves to receive hospice regardless of where they call home and regardless of their ability to pay. Each person who has a life limiting illness with six months or less, if the disease follows its normal course, has the right to receive hospice by a team of professionals. Until we as a community and The State of Washington have reached each and every one of these individuals Heart of Hospice will continue to believe that NEED is necessary.
- Heart of Hospice's admission policies prohibit discrimination on the basis of race, income, ethnicity, sex, disability, age, pre-existing condition, physical, mental status and sexual identity. All residents of the service area, including low-income persons, racial and ethnic minorities, women, handicapped persons, and other underserved groups and the elderly are welcomed at Heart of Hospice. There is no reason that Heart of Hospice would not accept a patient who qualifies and is wanting to elect their Hospice Benefit.

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

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

- 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.

- 2. Provide the following agreements/contracts:
 - Management agreement.
 - Operating agreement
 - Medical director agreement
 - Joint Venture agreement attachment: #3, #13

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.

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 <u>existing</u> 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 <u>draft</u> 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 <u>executed</u> lease agreement for at least three years with options to renew for not less than a total of two years.
- d. A <u>draft</u> 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.

Leased office at 1460 Wilmington Drive, Dupont WA. This office has been leased for Five (1) years with one (1) option of two (2) years. Heart of Hospice will use this space for both the Pierce County CN and also the Thurston County CN. This lease will remain in effect if both or either CN's are granted. If the department does not grant Heart of Hospice CN for both

Pierce or Thurston county Heart of Hospice has till 12/31/2021 to terminate lease. Heart of Hospice has notified the department that the landlord has the lease at legal for signature and that we will have the lease signed in two weeks. Heart of Hospice will have the lease at the department prior to the screening.

See attached #35

4. Complete the table on the following page with the estimated capital expenditure associated with this project. Capital expenditure is defined under <u>WAC 246-310-010(10)</u>. 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.

ltem	Cost
a. Land Purchase	\$0.00
b. Utilities to Lot Line	\$0.00
c. Land Improvements	\$0.00
d. Building Purchase	\$0.00
e. Residual Value of Replaced Facility	\$0.00
f. Building Construction	\$0.00
g. Fixed Equipment (not already included in the	\$0.00
construction contract)	
h. Movable Equipment	\$0.00
i. Architect and Engineering Fees	\$0.00
j. Consulting Fees	\$0.00
k. Site Preparation	\$0.00
I. Supervision and Inspection of Site	\$0.00
m. Any Costs Associated with Securing the Sources of	
Financing (include interim interest during construction)	
1. Land	\$0.00
2. Building	\$0.00
3. Equipment	\$0.00
4. Other	\$0.00
n. Washington Sales Tax	\$0.00
Total Estimated Capital Expenditure	\$0.00

^{*}Heart of Hospice is not building a building. We are leasing office space.

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.

Heart of Hospice is not building a building. We are leasing office space. Heart of Hospice does not have these Capital Expenses.

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.

Heart of Hospice has included the Lease Payments for the Pierce/Thurston County office in the Financials provided. You will notice that these fees have been included in the Occupancy Expanse for 2021. Under the tab OCCUPANCY in the excel spreadsheet that has been provided you see the note that outlines occupancy expenses that match the lease as provided. Because we are fully operational in other counties Heart of Hospice has a unique position for Cost-Savings. Heart of Hospice does not nor will not

need the Start Up Cost like other organizations might need due to the fact that they are not in operation and are not Medicare and or State Licensed. The cost associated with Start-Up will be related to hiring and training staff and office space lease. Operating a hospice in the State of Washington has three components. Heart of Hospice already has the first two parts (Medicare Certification and State Licensure). Heart of Hospice is seeking the third part which is the CN for Pierce county. You will notice in the performa that Heart of Hospice has listed the full lease in both Thurston and Pierce. We have shown this in order to show that we are able to cover all cost regardless if we only receive one or the other CN.

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.

The capital expenditure for this project will be funded through existing agency reserves. A letter has been provided to show that Heart of Hospice has the funds needs to complete this project. attachment #10

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

Would not change healthcare charges.

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.

Heart of Hospice does not have any cost associated with construction. The cost assosicated with this project are all patient related. These cost are covered by the mediare payment. Medicare provides an annual update of the payment structure of hospice.

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."

Our projections are outlined in our excel workbook. The percentage of revenue projections are the same for all counties. We used the same projections.

Percentage Percentage Payer Mix Gross Revenue by Patient Medicare 89% 89% Medicaid 2% 2% Other Payers (list in individual lines) 5% 5% VA/BCBS/ Charitible/No-PAY 4% 4% 100% 100% Total

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.

Our projections are based on our actual revenues. You will find in your performa we have shown our actual for 2020 and used those numbers to project out.

Payer Mix	Percentage of Gross Revenue	Percentage by Patient
Medicare	89%	89%
Medicaid	2%	2%
Other Payers (list in individual lines) VA/BCBS/	5%	5%
Charitible/No-PAY	4%	4%
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.

No new medical equipment is being proposed for this project. Heart of Hospice already owns all of the medical equipment that it needs for this project, with the exception of (a) de minimus items such as stethoscopes and the usual contents of a nurse's bag, and (b) leased medical equipment to be provided to patients under our Durable Medical Equipment contract.

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.

Heart of Hospice is not seeking funding from any institution. Heart of Hospice has ther reserves and also the commitment of Steve Morris, CEO/Owner. Mr. Morris is capable of fully funding this project without any outside sources. Mr. Morris has provided a letter to state this. Attachment #10, #11

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.

Heart of Hospice will not be seeking funding from a financial institution.

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

Heart of Hospice does not have auditied financial statements. Attached you will find our Current Balance Statements and also our Profit and Loss statement.

Attachment #38

C. Structure and Process (Quality) of Care (WAC 246-310-230)

Projects are evaluated based on the criteria in <u>WAC 246-310-230</u> 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.

	202	2021 FTE 2022 Projection		2023 Projection		2024 Projection		
Pierce Staff	FTE		FTE		FTE		FTE	
RN	10		13		18		19	
LPN								
Hospice Aide	8		11		15		16	
NURSING	18		24		33		35	
TOTAL								
Admin	1		1		1		1	
Medical	2		3		3		3	
Director								
DNS	1		1		1		1	
Business/Cleric	4		5		6		7	
al								
ADMIN.	8		10		11		12	
TOTAL								
PT (contracted)								
OT (contracted)								
Speech	1		1		1		1	
Therapist								
Med Social	2		3		4		4	
Work								
Pastoral / Other	2		3		4		4	
Counselor					_		_	
1Volunteers	3		4		4		4	
Other (specify):	2		2		2		2	
ALL OTHERS								
TOTAL								
TOTAL	36		47		59		62	
STAFFING								

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.

	202	1 FTE	2022 P	rojection	2023 Pr	ojection	2024 P	rojection
Total Staff	FTE		FTE		FTE		FTE	
RN	10		13		18		19	
LPN								
Hospice Aide	8		11		15		16	
NURSING	18		24		33		35	
TOTAL								
							_	
Admin	1		1		1		1	
Medical	2		3		3		3	
Director	_							
DNS	1		1		1		1	
Business/Cleric al	4		5		6		7	
ADMIN.	8		10		11		12	
TOTAL								
PT (contracted)								
OT (contracted)								
Speech	1		1		1		1	
Therapist								
Med Social	2		3		4		4	
Work								
Pastoral / Other	2		3		4		4	
Counselor	_						_	
1Volunteers	3		4		4		4	
Other (specify):	2		2		2		2	
ALL OTHERS								
TOTAL								
IOIAL								
TOTAL	36		47		59		62	
STAFFING								

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

Heart of Hospice believes in keeping our ratios lower then national average is most important in providing the highest level of service to our patients. Our staffing assumptions are 1 RN per 10 patients, 1 MSW per 35 Patients, 1 Spiritual Care Consoler per 40 patients, 1 C.N.A. per 10 patients. We take great pride in being able to meet the complete hospice needs of our patients.

Heart of Hospice ratios are better than those put forth by the National Hospice and Palliative Care Organization. As required by federal law we ensure 24-hour per day, 7 days per week availability. Our Goal is to provide a low patient per clinician percentile. This allows for each patient to receive the highest level of care. This level of commitment is what is needed by each and every individual who is seeking their hospice benefit. attachment #32

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

The staffing model Heart of Hospice followes is sufficant for adequate care for the number of patietns and visits that are being projected. Heart of Hospice has used this model throughout all of our experience and have found that the level of care that we provide has matched the visits needed. Our ratio staff numbers are better then the national averages throughtout hospice. This is how we have come to making our assumptions. attachment #32

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.

Dr. Stephen McLennon, MD MD60823639 Full time employeed attachment #12, #13

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

Full time employeed attachment #13

- 7. Identify key staff by name and professional license number, if known. (nurse manager, clinical director, etc.)
 - Leigh Stratton, Clinical Director RN60149796
- 8. For existing agencies, provide names and professional license numbers for current credentialed staff.

First Name	Last Name	Lic#

First Name	Last Name	WA License #
Katelyn	Dean	NC61003168
Brandy	Estep	NC60888299
Jessalyn	Fey	RN60837053
Elizabeth	Fisher	RN60640968
Ruesha	Hendricks	RN61040348
Lesley	Laraway	RN00160831
Bobbie	Lupoli	N261111797
Sara	Marsden	RN61044357
Stephen	McLennon	MD60823639
Gillian	Nelson	RN60932617
Andra	Parsons	RN60918163
Megan	Reed	NC60793939
Laura	Roe	NC60013068
Lorie	Saito	AP60507001
Leigh	Stratton	RN60149796

- 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.
 - Heart of Hospice will continue to recruit and orientate clinicians with the highest regards to quality of service. We also believe that having lower patient to staff ratios create a more positive and productive place to work. The current management team and Board of Directors will ensure that each and every clinician recruited to serve Pierce county is given the same support that the current staff receive. With the current decrease in unemployment, Heart of Hospice has taken great strides in creating a competitive place for people wanting to work. Heart of Hospice has increased the base wages across the board and has also increased our benefits package. Heart of Hospice provide 100% employer paid Health Insurance, Dental Insurance, Vision Insurance, Short Term-Disability, Long Term-Disability, and Life Insurance for each and every full-time employee regardless of their position. Heart of Hospice has also

increased our 401K employer Match to help each team member save for the future. Heart of Hospice provide a very competitive Paid Time Off benefit in order for our team to refuel and have a work life balance. Heart of Hospice has great success in growing our own team. We have a history of our C.N.A. continuing their education to become Registered Nurses. Heart of Hospice also takes great pride in recruiting staff and introducing them to the Hospice World. It is not our intention to poach staff from the current providers.

Immediately upon receipt of the Certificate of Need, Heart of Hospice will use Indeed.com, the careers page of its new social-media enabled website and our successful employee referral bonus program, to recruit the following staff: Three Registered Nurse Case Manager One CNA

One office-based Patient Care Specialist to provide administrative support and a marketing/education specialist

Filling these positions so that we can begin caring for patients throughout Pierce county immediately will be our first HR priority from the moment the Certificate of Need is received. In our experience, when appropriate resources are dedicated to processing applications and conducting interviews, these positions should take no longer than one month to fill, from advertisement of the position through the new employee's first day. Therefore, by the beginning of the second month after receipt of the CN, the Pierce county office will be appropriately staffed to care for up to ten patients. Our social worker, spiritual care coordinator, volunteer coordinator, bereavement coordinator, medical director and patient care manager will complete the starting Pierce county Interdisciplinary Group while we recruit Pierce County-based staff to fill those positions locally.

Therefore, by the beginning of month two, we are confident that we would have a locally-based administrative person, a marketing/education specialist, CNA, nurse, social worker and spiritual care coordinator. Additional support, as needed, will be lent from Heart of Hospice (Main).

By month three, we'd expect our census to exceed ten patients on service. At this point, it is time to begin recruiting for a second CNA.

Recruitment and hiring is driven in part by census.

To summarize, if census growth is linear and according to plan, hiring in the first three months following receipt of the certificate of need is planned as follows:

End of Month 1: 3 Local RN, CNA and Admin. Visiting DCS, PCM, SW, SCC, VC/BC and Medical Director.

End of Month 2: CNA, Admin, SW and SCC. Visiting DCS, PCM, VC/BC and Medical Director.

End of Month 3: CNA, Admin, SW, SCC, VC/BC. Visiting DCS, PCM, and Medical Director. Recruitment for second RN and CNA begins. End of Month 4: CNAs, one admin, SW, SCC, VC/BC. Visiting DCS, PCM and Medical Director.

Heart of Hospice will continue to recruit and orientate clinicians with the highest regards to quality of service. The current management team and Board of Directors will ensure that each and every clinician recruited to serve Pierce county is given the same support that the current staff receive. Heart of Hospice has taken great strides in creating a competitive employer. Heart of Hospice has increased the base wages across the board and has also increased our benefits package. Heart of Hospice provide 100% employer paid Health Insurance, Dental Insurance, Vision Insurance, Short Term-Disability, Long Term-Disability, and Life Insurance for each and every fulltime employee regardless of their position. Heart of Hospice also provides a 401k with a 3% employer match – almost unheard of, amongst small businesses, to help each team member save for the future. Heart of Hospice provides a Paid Time Off benefit that is competitive with large corporate employers, in order for our team to refuel and have a work life balance. We also support professional development by providing education reimbursement for eligible employees who complete their Registered Nursing education while employed at the hospice. By providing big-employer benefits and opportunities in a small-company, family-like environment that affords direct access to the leadership team at all times. Heart of Hospice has had great success in growing our own teams thus far, and looks forward to carrying on that tradition in Pierce county.

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

 Heart of Hospice business hours are Monday through Friday from 8:00 a.m. to 5:00 p.m. However, we have on-call staff available 24 hours a day, 7 days per week.
- 11. For **existing** agencies, clarify whether the applicant currently has a method for assessing customer satisfaction and quality improvement for the hospice agency. Heart of Hospice is contracted with FAZZI CAHPS (Medicare Approved). October 2018 FAZZI Awarded Heart of Hospice with the Award of Distinction. This is the 3rd year in a row that Heart of Hospice has received this distinction. Once more, Heart of Hospice takes great pride and detail in ensuring that each and every patient receives the level of hospice care that they are entitled to receive according to Medicare and also the State of Washington. We have included our policies on Quality Improvement (QAPI).

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

Skyline Hospital: GIP, Respite

Mid-Columbia Regional Medical Center: GIP, Respite Providence Hood River Memorial Hospital: GIP, Respite

NORCO: DME

OPTUM: Pharmacy Oversite

Visiting Health Services Home Care Services: PT, OT, Thearpy As you can see we are prepared to be a community partner and work with other Health Care providers to bring the mission of Hospice to the community. Once the CN is awarded we will extend our contracted obligations with additional local providers in order to meet the patient's needs. Heart of Hospice will seek local Hospital, and Skilled Nursing Home Agreements. These agreements will be necessary to provide general inpatient and respites services to our hospice beneficiaries. Heart of Hospice has provided all the required contracts that Medicare Requires to show that we know what we are doing. Heart of Hospice is always following the regulations and wants to show the department that even though these contracts may not be related to Pierce county we understand the importance of the contract and the relationships to provide a high-level hospice. The contracts that will be utilized is our NORCO (durable medical equipment) and HospiScripts/Optum (pharmacy) contracts. These contractual arrangements are with Heart of Hospice and do not need to be assigned directly to the Pierce County Office. Being that Heart of Hospice is already a thriving and regulatory following program we will continue to ensure that all contractual relationships are in place prior to providing care in Pierce County.

Heart of Hospice will ensure that each and every required contractual relationship is in place prior to 12/01/2021 the identified start date in our per forma. These relationships will be in place and will follow the regulatory requirements. Heart of Hospice has chosen to wait for the CN to be granted to complete these. Establishing the relationships and services that are required to meet regulatory requirements will be completed prior to 12/01/2021.

attachments: #14, #15, #16, #17, #18

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

The working relationships we have in place will not change. Once CN is granted we will build additional relationships. The relationships we have that currently serve Klickitat and Skamania Counties will remain in place.

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

N/A

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

Skyline Hospital: GIP, Respite

Mid-Columbia Regional Medical Center: GIP, Respite Providence Hood River Memorial Hospital: GIP, Respite

NORCO: DME

OPTUM: Pharmacy Oversite

Visiting Health Services Home Care Services: PT, OT, Thearpy

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

The working relationships we have in place will not change. Once CN is granted we will build additional relationships. The relationships we have that currently serve Klickitat and Skamania Counties will remain in place.

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

N/A

- 17. 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.

NONE.

18. 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

This project greatly improves continuity and avoids fragmentation. Pierce county residents currently do not have access 100% to a Medicare and Medicaid hospice program. The approval of this project will allow for us to serve the residents of Pierce throughout the entire county. We are seeking approval in order to serve the entire county not only the high-density patient populations. Our history has proven that we are able to meet patients and family's needs regardless of the geographic location. We currently serve patients in remote areas (off the grid) and also in the city. Our ethics prove that regardless of individuals social economic or geographic location our team is 100% dedicated to their quality of care. Patients and families who are terminal ill should have options and access to Quality Hospice Care. Most of the individuals who are being faced with end of life need immediate access to Hospice. Frequently, we have found that individuals who do not have choice or access and die without hospice could have died with comfort knowing that Hospice was by their side. This approval will allow the individuals throughout Pierce County to know that Heart of Hospice is available to them when they are ready and they are able to start receiving hospice the moment they contact our office. Throughout this application we have shown our commitment to our communities. Our history shows we are able to serve large counties and reach the patient where ever they call home. We are prepared to go the distance to change the life of one patient and family at a time.

19. 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 <u>WAC</u> 246-310-230.

Heart of Hospice has always been a positive member of the health care community and also the community itself. Heart of Hospice will continue to work with local providers and other hospice in order to serve the patient's who desire to seek hospice care. Heart of Hospice intension is to partner with the community not to destroy or tear apart any other providers. Heart of Hospice refuses to be part of a community of distruction and hurt. Throughout our past CN applications we have always taken the high road as we have had to defend ourself of mistruths trying to destroy our name. We will continue to stand as a proud member of the Hospice Profession and always push for a positive experience. Our hope is that all hospice's and healthcare providers would follow the ethics they speek and welcome us into the community to help us serve.

20. 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.

Heart of Hospice does not have any condition-level findings nor has Heart of Hospice ever had any condition-level findings. In fact our last Washington Survey we passed with 100% approval.

21. 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.

NA

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.

Heart of Hospice has prepared for this application because of the need the State of Washington has identified. Our mission at Heart of Hospice is to make sure those in need of hospice receive it. We are not in a position of purchasing any of the current Pierce county providers. We are capable of adding Pierce county to our operation and meeting the un-met need as identified by the State of Washington. This opportunity will allow Heart of Hospice to reach its GOAL of SERVICE. We are financially stable' dept free, and can support Pierce county. We have no other alternatives then applying and being granted this CN.

Heart of Hospice has put forward a very real and up-to-date application based on real Washington Hospice operations. We already operate in the State of Washington and remain in good standing with a perfect state survey. No other CN applicant can offer this. We are able to contain our cost and share office resources to manage most efficiently and professionally. Our overhead cost is reduced as we are already fully functioning in the state and require very little capital investment to be fully operational in Pierce county. Heart of Hospice number one concern is patient care and quality. Heart of Hospice has provided the information from the Veterans Administration. We are a 4 Star Hospice Partner and wish to continue to serve this very unique patient population of heroes who deserve the highest level in End of Life Care. We have operated for over 15 years as Heart of Hospice providing care throughout the Columbia Gorge and now we are excited to expand and provide the same exceptional care in Pierce County. We are committed to the State of Washington and strive to be a leader in hospice in this state. Steve Morris, our owner is a Washington Resident and is fully committed to this service, he has owned and operated Hospice since 2005 full time. We believe the department should consider Heart of Hospice to be the BEST because the department is also familiar with the quality of care that Heart of Hospice provides. Heart of Hospice has a record with the

State of Washington as being a partner who cares about what they do. To us this is the biggest measure one can have. The department has had the opportunity to work with Heart of Hospice for several years and has most recently awarded Heart of Hospice with a Perfect State Survey as of October 2017. This measure alone makes us Stand Out. The State of Washington has a very HIGH Standard and we are very proud of our work. Each of the members of our team are excited for this opportunity and have come forward to support this application. As an employer, we are also excited to bring new career opportunities to Pierce County while offering a very competitive employment package and a great place to work.

According to the federal regulations all services must be provided by staff employed by the hospice agency. Only under extreme circumstances may a hospice subcontract for core services. Our program takes great pride and offers only full time employment to each and every hospice professional. We believe that our patients deserve the respect and the continuity of care by our team. Our program takes great pride in providing the services we provide. We do not feel that we should ever postpone this action. Many times, we are only given hours to care for a patient. Our program must be prepared to react the moment the phone rings and we are asked to help. This is what sets us apart from other programs. We strive to set the highest standards in Hospice care. We have made the choice to remain focused on Hospice Care. We do not seek to be an organization that conquers all aspects of healthcare. We made a conscious decision to become experts in HOSPICE and only HOSPICE. We believe that being a HOSPICE only organization sets us apart as this is our only area of focus. The idea of diversifying into other areas of healthcare venture has zero appeal to our organization. Our goal is to set the Highest Standard of care while providing a great place to work while providing "The Right Hospice to the Right Patient at the Right Time." As we have shown throughout this application we are able to contain cost and utilize the resources Medicare offers to us in order to provide "The Right Hospice to the Right Patient at the Right Time." We have proven throughout this application that we are able to provide the highest level of care and that we spend more direct time with our patients during their last days while maintain a positive cash flow and being debt free. This is easy for us. We are extremely proud of the hospice services our organization provides to our communities. We have decided to apply for Pierce and Thurston counties so that we are able to provide THE RIGHT HOSPICE FOR THE RIGHT PATIENT AT THE RIGHT TIME. We truly are passionate about hospice service and have made it our life mission to provide the highest level of services we can under the Medicare Hospice Benefit. According to NHPCO (National Hospice and Palliative Care Organization 2020 Editions Facts and Figures ((Hospice Care in America)). Heart of Hospice wants to help change the way hospice is perceived and received in the State of Washington. It is for this reason we are seeking the CN that have been identified by the state. Heart of hospice is on trend with the National Statistics and want to help bring the State of Washington up. Heart of Hospice also wants to see more and more Medicare Beneficiaries receiving the hospice benefits. Hospices as a community need to work together in order to make this happen and that is what we intend to do. WE are ready to work with the current providers and become a team for excellence. As provided in the application Heart of Hospice has proven our commitment to regulations and to service. We maintain that our excellence will impact these two counites and for that reason we made the decision to apply for all three at the same time. At no time have we considered not applying for these counties. WE are 100% committed to the service of hospice and only will find a positive outcome once we are working with our community partners to have an impact with them on these communities. As the department is aware. Heart of Hospice had applied for Thurston and Clark Counties prior. Heart of Hospice was not granted the CN's due to competing applications. Heart of Hospice met all needs of the applications prior. Heart of Hospice has sought Technical Assistance from the department and has shown for 15 years the commitment that Heart of Hospice has to provide this care. Heart of Hospice respected the departments decisions and continued to seek the assistance from the department in order to submit a successful application so that we can SERVE these communities. Heart of Hospice has proven to the State of Washington that we are a PARTNER for HOSPICE Care and that is why we are so dedicated to this service. WE will continue to push to provide this care and will continue to seek wisdom to provide HOSPICE. As prior stated Heart of Hospice only focus is on HOSPICE and we feel this sets us apart and allows for 100% focus on our Hospice Goal of impacting our communities with compassionate hospice.

Throughout our application we have shown the steps Heart of Hospice takes to reach the patients and family. We have shown our level of intensity in the application, and it is for this reason we have pushed forward with submitting both counties. WE want to be an agent of change for HOSPICE...

The focus of our staff is patient care. We believe Medicare intended for us to be with our patients and provide the care we are trained to provide. As you are aware Medicare Pays all hospices based on a per diem rate. We do not receive any further funding for any additional care we provide. The idea of providing more visits with our patients makes us a stronger program. Our responsibility is to not only be the best steward of the Medicare trust fund but also to the patients we serve. We also believe that our marketing approach is to provide the best hospice care and in return we will have a profound impact on the communities we serve. Our staff of medical professionals can easily retain a job anywhere with the current medical shortage. I am proud that each member of our team wants to be with our hospice as they are truly able to provide the highest level of care based on

- need not finance. The medical professionals who choose to work in Hospice have a great desire to impact the families they serve. Our programs focus is to give the staff the opportunity to do just that. In return the staff productivity increases.
- (a) Improved service in geographic areas and to special populations; Heart of Hospice will improve service in Pierce County with our experience in, and strong focus on, seeking the hard-to-reach patient population in rural areas, as well as the more densely populated areas. Heart of Hospice is familiar with what it takes to reach the far and wide. Based on our current operations, Heart of Hospice has the resources and skills in place to go places that other may not or have not gone before. Heart of Hospice currently works with special populations in Washington and has created positive outcomes that may otherwise not have happened if Heart of Hospice had not been involved. For example, Heart of Hospice takes great pride in working beside our Sovern Nation community. We have grown to understand this amazing group of American's and work with the elders to achieve the goal of comfort. Heart of Hospice has and is not afraid to reach out to geographic areas that you need to take a snow plow with you in-order to provide care in the rural areas of Washington. These are just a few examples of what we do currently to improve our community.
- (b) Most cost efficient and financially feasible service: We feel we are able to be most cost-efficient and provide financially feasible services as a result of cost-sharing efficiencies with our current operation. Our current team is ready to assist in the opening and operation of Pierce County. Cost efficient and financially feasibility is of great importance. Heart of Hospice excels on providing Hospice Care according to the Medicare and State Regulations. If you follow the regulations that CMS has put forth you will be successful from a finical standpoint. Heart of Hospice takes the Medicare Trust Fund most serious. Just this week we completed our 2020 Self-Determination Cap Report. I am proud to report that Heart of Hospice was under Cap by \$1,849,905.92. CAP is an indication to CMS that your hospice is admitting the appropriate hospice patients. Heart of Hospice is PROUD that we have always been under our CAP. Since its inception, Medicare has included a cap limiting the average annual payment per patient a **hospice** can receive. ... If a **hospice** provider's total payments divided by its total number of beneficiaries exceeds the cap amount, then the provider must repay the excess to the program. In order to be Cost Efficient you must work with you community partners when spending the Funds, you received from the Medicare Trust. Heart of Hospice has contracts in place that allow for smooth financial operations. Attachment: #29

- (c) Minimum impact on existing programs;
 Our current program is stable and will continue to provide the highest level of care; Pierce County will not be a drain on our existing staff. Rather, we will hire to meet the new needs. We also seek to work with the current providers to change the way hospice is perceived in Pierce County. We want to be a partner to the hospice community as it takes all of us to have a true impact to those we serve. Heart of Hospice has high hopes that the current providers and Heart of Hospice will continue to work together and change the communities we serve. Heart of Hospice is and has been a Hospice Member with the Washington Hospice and Palliative Care Organization.
- (d) Greatest breadth and depth of hospice services;
 Heart of Hospice only focuses on hospice care, a discipline in which its owner, Steve Morris, has worked exclusively for the past twenty years. Each Board member has between eight and twenty years of hospice expertise. We are fully committed to providing Hospice the way Medicare and the State of Washington have licensed us, by meeting all of the needs of patients physical, spiritual and emotional. We do this by spending, in some cases, double the amount of nursing time with our patients as other providers do. See our charts and comparative data in our application. We also engage volunteers and our Foundation to meet a patient's needs in creative ways whether it be by providing hairdressing services to homebound patients, pet therapy or preserving a patient's family memories through crafts. The focus will remain the same for Pierce County. Heart of Hospice is excited to bring our Hospice Professional Organization to our neighboring county.
- (e) Historical provision of services; and

Heart of Hospice has been providing care for over ten years. And Heart of Hospice has proven to be a Program of Excellence with both our deficiency free survey in October of 2017 and also recognized three years in a row from FAZZI as a Program of Excellence. Over and over in this application we have shown our serious dedication to the profession of Hospice. This fire is deep inside of us and we will continue to impact the community as a positive force bringing Hospice to those who deserve to receive the earned Medicare Hospice Benefit.

(f) Plans to employ an experienced and credentialed clinical staff with expertise in pain and symptom management.

Heart of Hospice will be using current Heart of Hospice staff to recruit, teach and oversee Pierce County. We will use the same teaching that has proven successful for Heart of Hospice. Heart of Hospice has outlined that we intend to continue our recruitment ahead of time. Heart of Hospice

knows that Hospice is a special place to be and knows how to recruit, retain and encourage our new team members in the growing profession of hospice. Heart of Hospice provides internships, rotations, and shadowing currently for our local colleges. Heart of Hospice plans on growing these relationships into the Pierce County Universities. Currently, Heart of Hospice team members are also adjunct facility or provide guest lecturing at our local nursing school. This is a fantastic way to introduce hospice to new professionals.

Heart of Hospice firmly believes that Heart of Hospice should be granted the CN for Pierce County. We have respectfully and completely followed these processes for four solid years with the department. We have listened and sought each and every piece of assistance the department has been willing to provide. We have provided our application with the highest level of integrity. We have chosen to be respectful and hang on our ethics rather than try to make other applicants look bad or less deserving. In reviewing our application, we have stood by the facts and proven to the department that we are worthy of being granted this CN due to pure fact of integrity and honesty. We have answered and provided the truth to each and every guestion asked. We feel 100% that we have met the CN requirements. We understand the department has rules they must follow and we have followed them. We have attempted to answer each and every question with honesty and pride. We have provided our CMS/Medicare and Washington State Hospice Deficiency Free Survey. We have continued to seek wisdom and guidance in providing hospice care each and every day. WE daily impact our communities and are more than excited to bring this same level of respect to our new employees and to the county of Pierce. This application has been completed by Steve Morris. I live and breathe Hospice Care. It is my life's mission to impact the healthcare community for the highest level of service. I do believe one person can change the world one patient and family at a time. I hope those who know me and my company see this in each and everything we do. We strive to serve and that is all we can do.

- 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.
 - Hospice is special project. You do not have any other options to provide hospice care outside of a CN. In order to provide Hospice in a county you must have a CN. That is the purpose of this application.
- 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.
 Heart of Hospice does not involve construction.
- 4. Identify any aspects of the project that will involve appropriate improvements or innovations in the financing and delivery of health services which foster cost containment and which promote quality assurance and cost effectiveness. Heart of hospice does not seek any financing.

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.

Heart of Hospice wishes to provide a summary of its unique ability to satisfy each of the six specific factors set forth for the Department's consideration in WAC 246-310-290(9) 35, and to make certain relevant comparative observations of the other applicants.

The six factors set forth in WAC 246-310-290(9) 35 for the Department's consideration are, as between applicants competing for a certificate of need, which applicant offers the most in terms of:

- 1. Improved service in geographic areas and to special populations.
- 2. Most cost efficient and financially feasible service
- 3. Minimum impact on existing programs
- 4. Greatest breadth and depth of hospice services
- 5. Historical provision of hospice services
- 6. Plans to employ an experienced and credentialed clinical staff with expertise in pain and symptom management.

Improved Service

Heart of Hospice is committed to a higher-than-average standard of care. This "improved service" philosophy is also one of the six factors that WAC 246-310-290(9) 35 allows the Department to consider in making a determination as to which, amongst competing applicants, best meets the forecasted need. Heart of Hospice is proud to provide more and better care to its patients than its competitors. Heart of Hospice looks forward to bringing an improved level of service to Pierce county. It is not difficult to see where the extra hours spent with patients – the "improved service" that is so important to the State of Washington come from.

Heart of Hospice enjoys special recognition for its focus on the Veteran population as a Four Star level partner with the Veterans' Administration's "We Honor Veterans" program.

Finally, even as a small business which expends resources frugally in the interests of its patients and its employees, Heart of Hospice has achieved a level

of operational sophistication that is second to no corporate organization – its most recent Washington state survey showed Heart of Hospice to be deficiency free.

<u>Cost Efficient/Financial Feasibility (this section also covers Historic Provision of Hospice Services)</u>

Heart of Hospice is an established corporate citizen of the State of Washington, having operated a hospice program here for over ten years. Intimately familiar with the laws and regulations governing the operation of a hospice program in this state, Heart of Hospice's well-established presence in Washington, and existing Medicare/Medicaid licensure, allow it to begin service in Pierce county seamlessly and immediately, if granted the Certificate of Need. With no resources expended upon learning the local legal or business landscape, and no lead time required for Medicare/Medicaid licensure, Heart of Hospice can begin meeting Pierce county's unmet need most efficiently.

Minimum impact on existing programs

If Heart of Hospice has a negative impact on existing programs, it will simply be a function of employees and patients seeking a higher standard of treatment or care in the marketplace. Heart of Hospice is a respected and long-term partner of hospitals, nursing facilities, assisted living facilities and personal care homes throughout the Colombia Gorge; it expects to build similar rich partnerships in Pierce.

Greatest breadth and depth of hospice services

Heart of Hospice provides hospice services in all of the same settings (in-home, nursing homes, assisted living facilities, in respite settings). This singular focus allows Heart of Hospice to consistently outdo its competitors in time spent with patients, across disciplines.

Heart of Hospice's breadth of services extends to the fullest range of therapies and volunteer services imaginable to hospice patients – they have been covered extensively in the application. One aspect that, perhaps, has not been highlighted thus far, is Heart of Hospice's leadership in emergency preparedness in this part of the country; during the forest fires of 2017, Heart of Hospice helped to evacuate residents in Stevenson & Klickitat counties to safety, and in 2020 Heart of Hospice partnered with Klickitat county to prepare for the COVID-19 Pandemic and emergency response.

Our staff is accustomed to working in difficult and rural conditions. Having spent winters in The Gorge where we have two roads in and out that are closed frequently, we have challenges of servicing our patients in need during difficult conditions. During our most respent past, I-84 was closed for several weeks while a fire closed us off from Protland. We had patients in Skamania County Washington that had to be evacuated because hot embers were falling into dry leaves in their yards. As soon as we were notified, we jumped into action and contacted both local hotels and facilities. The relationships we have with our local providers afforded us to provide our families with multiple options to choose from that best suit both their health care needs and the needs of their family unit.

<u>Plans to employ an experienced and credentialed clinical staff with expertise in pain and symptom management.</u>

Beginning with this excellent and cohesive team – all of whom have worked extensively together – Heart of Hospice will leverage its stellar reputation to recruit through personal referrals and traditional advertising channels. Heart of Hospice's roots in the Colombia Gorge also afford it a distinct advantage when recruiting for Pierce County – many young graduates from the Gorge area will ultimately wish to spend a part of their career in "The City", and at times, professionals working in "The City" may wish to return or relocate to the rural Gorge. Having both urban and rural locations will allow Heart of Hospice to retain more of its hard-won talent than perhaps a program with only an urban

Heart of Hospice has recently conducted a review of its employee benefits and policies so as to significantly augment its offering to employees; we look forward to offering Pierce county employees the best professional development opportunities and benefits in the industry.

Heart of Hospice greatly appreciates the opportunity to be considered as a partner and service-provider to the Pierce county community. It has been an honor to tell the story of our work, our history and our philosophy on hospice care through this application process.

Multiple Applications in One Year

location.

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.

Yes, Heart of Hospice has submitted applications for both Pierce and Thurston counties.

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

- 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.

Heart of Hospice is submitting both CN Applications as a single company/applicant.

Heart of Hospice will be operated under the same structure. Nothing different then we currently operate.

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.

attachment # 37

- 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.

attachment # 37

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

Certificate of Need Program laws RCW 70.38

Certificate of Need Program rules WAC 246-310

Commonly Referenced Rules for Hospice Projects:

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

Certificate of Need Contact Information:

Certificate of Need Program Web Page

Phone: (360) 236-2955

Email: FSLCON@doh.wa.gov

Licensing Resources:

<u>In-Home Services Agencies Laws, RCW 70.127</u> In-Home Services Agencies Rules, WAC 246-335

Hospice Agencies Program Web Page

Table of Contents

1. #1 2020 Hospice Methodology

Pages: 1-18 2. #3 IHR IHPOR Mangaement Agreement Pages: 20-21 3. #4 HOH 2021 2022 Washington Hospice License IHS.FS.60741443 Page: 19 4. #5_HOH_CLIA_EXP_1_03_2023 Page: 22 5. #6 HOH Oregon Hospice License 16-1070 Page: 23 6. #7 HOH 2018 Federal Oregon Hospice Survey POC Accepted Pages: 24-40 7. #8_HOH_Washington_Hospice_Survey_2017 Page: 41 8. #9 HOH ORG CHART Page: 42 #10_First_Interstate_Bank_Funds Page: 43 10. #11_HOH_Fully_Committed_CN_Project Page: 44 11. #12 Stephen McLennon MD WA License EXP 03 11 2021 Page: 45 12. #13_Stephen_McLennon_Job_Description Pages: 46-47 13. #14_HOH_NORCO_DME Pages: 48-57 14. #15 IHR OPTUMRX Pages: 58-80 15. #16_HOH_VHS_THEARPY_CONTRACT Pages: 81-86 16. #17_HOH_Skyline_Hospital_GIP_RESPITE_Contract Pages: 87-101 17. #18 HOH Providence GIP Contract Pages: 102-107 18. #19 HOH ADMISSION Policy Pages: 108-109 19. #20 HOH Referral Hospice Policy Pages: 110-111 20. #21 HOH Chartity Care Policy Page: 112 21. #22 HOH QAPI Policies Pages: 113-118

22. #23 HOH Diversity Policy

Pages: 119-120

23. #24_HOH_Corporate_Compliance_Policies

Pages: 121-123

24. #25 HOH CN Klcikitat County

Page: 124

25. #26_HOH_CN_Skamania_County

Page: 125

26. #27_HOH_CN_Snohomish_County

Page: 126

27. #28_HOH_Relias_Educaiton_Examples

Pages: 127-139

28. #29_HOH_2020_CMS_CAP_REPORT

Pages: 140-143

29. #30_HOH_LOI_Pierce_County

Page: 144

30. #31_HOH_LOI_Thurston_County

Page: 145

31. #32_NHPCO_Facts_Figures_2020

Pages: 146-171

32. #35_Inspiring_Hospice_LOI_Fully_Executed

Pages: 172-179

33. #36 PRO FORMA-Assumptions

Pages: 180-181

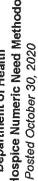
34. #37_FINAL_Heart_of_Hospice_CN_Proforma

Pages: 182-194

35. #38_HOH_BalanceSheet_PL

Pages: 195-200

2020-2021 Hospice Numeric Need Methodology Department of Health





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:

by dividing the average number of unduplicated admissions over the last three years for patients sixty five and over by the average number 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

dividing the average number of unduplicated admissions over the last three years for patients under sixty-five by the average number of 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 past three years statewide total of deaths under sixty-five.

ges 0-64				3,857
admissions ages Admissions	3,757	4,114	3,699	average:
Hospice ac	2017	2018	2019	

٥	eaths ages 0-64	
Year	Deaths	÷.
2017	14,113	
2018	14,055	
2019	14,047	
	average.	14 07

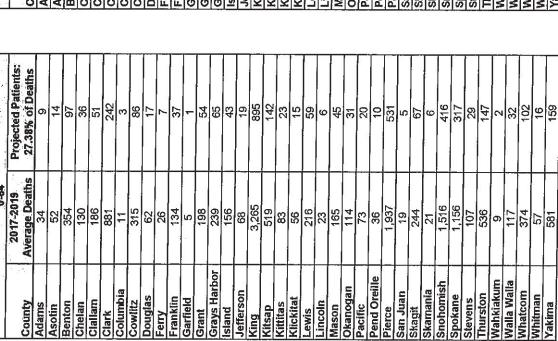
des 65	. 1				26,196
admissions a	Admissions	26,365	26,207	26,017	average:
Hospice	Year	2017	2018	2019	
	Hospice admissions ages 65	9	Hospice admissions ages 65 Year Admissions 2017 26,365	Hospice admissions ages 65 Year Admissions 2017 26,365 2018 26,207	Hospice admissions ages 65 Year Admissions 2017 26,365 2018 26,207 2019 26,017

0	eaths ages 65-	+
Year	Deaths	
2017	42,918	
2018	42,773	
2019	44,159	
	average:	43,283

Self-Report Provider Utilization Surveys for Years 2017-2019
Vital Statistics Death Data for Years 2017-2019
Prepared by DOH Program Staff

2020-2021 Hospice Numeric Need Methodology Posted October 30, 2020 Department of Health

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.



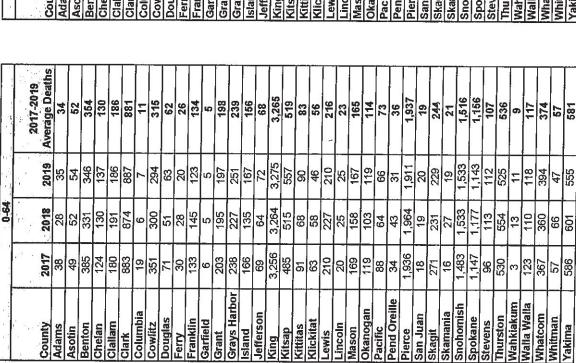
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Thurston 1,833	1,109
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Whatcom 1,347	47 815
Yakima 1,480	



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.



		+99		
				2017-2019
County	2017	2018	2019	Average Deaths
Adams	/8	72	83	81
Asotin	190	214	222	209
Benton	1,081	1,125	1,154	1,120
Chelan	556	573	929	585
Ciallam	842	871	955	688
Clark	2,579	2,767	2,987	2,778
Columbia	116	43	25	70
Cowfitz	917	840	951	903
Douglas	232	255	270	252
Ferry	09	52	49	09
Franklin	284	278	313	292
Garfield	11	30	21	23
Grant	509	524	508	514
Grays Harbor	622	647	629	643
Island	029	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	220	526	548	541
Okanogan	320	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	92	26	87	69
Snohornish	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

Source: Self-Report Provider Utilization Surveys for Years 2017-2019 Vital Statistics Death Data for Years 2017-2019 Prepared by DOH Program Staff

2020-2021 Hospice Numeric Need Methodology Posted October 30, 2020 Department of Health

M Health State Department of

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

Patients		Projected	2017-2019 Average	2020 projected	2004 Project				
14	County	Patients	Population	population	population	zuzz projected	2020 potential	2021 potential	2022 potential
14 165.74 165.26 165.26 165.26 14 14 14 14 14 14 14 1	Adams	6	1	18.291	18 456	18 622		volume	volume
1	sotin	14	16,779	16,652	16.596	18.540			1
1	Benton	26	166,554	169,415	171 028	177 638		ľ	1
1	Chelan	36	61 991	62 /63	62 542	172,030	SS SS		10
51 40,202 40,203	allam	5.	50 550	02,400	710,20	790,79	88		36
bia 32 400,4582 41/273 421/901 426,529 249 251 c 86 86,717 86,917 86,845 427/80 87,79 86,790 87 96 n 7 6,827 86,190 86,790 86,790 87,790 87 96 n 7 6,827 86,290 86,790 87,790 17 77 77 n 47 4,826,20 86,710 86,244 86,790 77 7 7 d 41 1,822 1,560 87,741 1,822 1,74 1,74 1,74 d 41 1,600 87,741 1,822 1,600,742 1,820,80 1,74 1,74 d 41 1,600 87,741 1,820 1,820 1,820 1,820 1,820 1,820 1,820 1,820 1,820 1,820 1,820 1,820 1,820 1,820 1,820 1,820 1,820 1,820	ark	240	100,20	52,439	52,233	52,027			20
The color of the	Alimbia	747	405,282	417,273	421,901	426,529		P	254
F 86 86 86 86 86 77 86 86 77 86 86 77 86 86 76 86 77 </td <td>Juliibia</td> <td>2</td> <td>2,863</td> <td>2,780</td> <td>2,745</td> <td>2.710</td> <td>9</td> <td></td> <td>3</td>	Juliibia	2	2,863	2,780	2,745	2.710	9		3
1	OWIITZ	98	85,717	85,917	85.843	85 769	α		
The color of the	ouglas	17	34,732	35.527	35 803	36.080			0
n 37 86,922 90,102 92,443 4,784 94,784 36 97 def 1,602 1,580 1,541 1,522 1 1 1 Harbor 66 84,903 87,158 86,588 86,679 86,401 64	ırry	7	5,680	5.577	5 541	20,000			
Harbor 65	anklin	37	85.922	90 102	00 443	2,000	,		
on 64 84,500 67,150 86,790 66,401 89,322 51 on 43 62,844 65,856 66,79 66,401 64,401 66 on 43 62,844 66,286 66,780 66,401 64 43 on 43 62,844 60,264 65,780 66,286 20,526 196 43 43 in 886 1,883,482 1,906,749 1,918,470 1,930,182 916 921 43 in 16 1,883,482 1,906,749 1,918,470 1,930,182 916 91 14 145	ırfield	***	1 602	1 580	32,443	407,104	88		8
Hartor 66 67,874 68,724 88,724 86,372 56 Hartor 66 67,874 68,284 56,280 56,470 64 64 Hartor 63 67,874 56,328 56,470 63,280 43 Hartor 62,884 20,722 20,686 20,580 19 19 Hartor 10,874 1,906,749 19,187 1,320,142 144 145 Hartor 10,874 1,906,740 1,200,142 144 145 Hartor 10,874 1,476 1,324 1,324 1,534 1,534 1,544 Hartor 10,874 1,073 1,476 1,476 1,476 1,476 Hartor 10,874 1,077 1,476 1,476 1,476 1,476 Hartor 1,476	ant	54	040 000	27.4.70	140.1	1,522		1	
on 43 62,644 63,284 65,679 56,679 56,401 64 64 on 43 62,964 63,284	avs Harbor	20	51,000	07,130	88,240	89,322		0.00	22
on 19 6.3,264 63,284 63,286 63,286 43 43 142 20,688 20,722 20,636 20,589 196 42 43 43 142 21,040 220,035 220,614 221,132 916 921 19 19 14 21,832 39,015 39,286 39,556 22 24 14 144	and	200	118,10	9C8'9C	56,679	56,401			64
via 8.95 1.80,688 20,722 20,686 20,550 1.9	Maron.	45	62,964	63,264	63,280	63,296			
1865 1863,482 1,906,749 1,916,470 1,930,192 916 927 927 142 221,044 220,035 220,614 221,192 144 145 145 15	IIEISOII	SL.	20,688	20,722	20,636	20.550			
142 217,040 220,035 220,614 221,192 144 451 14 15 15,675 15,475 15,439 15,304 15 <td>Du.</td> <td>895</td> <td>1,863,482</td> <td>1,906,749</td> <td>1.918.470</td> <td>1 930 192</td> <td>916</td> <td></td> <td></td>	Du.	895	1,863,482	1,906,749	1.918.470	1 930 192	916		
it 23 37,892 39,015 39,286 39,586 23 74 74 it 65 62,398 15,304 15,439 15,304 15 74 75 a 6 6,337 6	Sap	142	217,040	220,035	220,614	221 192	AAA		76
tf 15 15 15 15 24 tf 65 62,388 63,001 63,164 63,327 60 60 tf 65 62,388 63,001 63,164 63,327 60 60 tf 65 60,142 51,122 51,397 51,672 46 46 gan 31 32,648 32,132 51,687 31,991 31 46 60 gan 50 14,688 14,403 32,183 32,087 31,991 31 46	titas	23	37,892	39 015	30 286	30 550	5 8		4
69 62,338 63,001 63,100 63,100 63,100 63,100 63,100 63,100 63,100 63,100 63,100 63,100 63,100 63,100 63,100 60<	ckitat	15	15.828	15,575	15,430	45.304	3		2
1 6 7,923 7,024 05,104 05,104 05,104 05,104 06 06 gan 31 50,142 51,125 51,397 51,672 46 60 60 reille 20 14,688 32,183 32,087 51,672 46	Wis	69	62.398	63 004	20,00	10,00	2		1
45 50,142 51,327 51,397 51,672 46 6 ann 31 32,645 51,122 51,397 51,672 46 46 reille 20 14,688 14,403 32,087 51,991 31 31 ann 531 74,588 14,403 14,322 14,242 20 19 ann 531 74,588 765,139 769,918 774,696 543 547 5 ann 6 9,812 9,812 9,727 10	ncoln	9	7,923	7 805	7 754	5327	09		09
reille 32,545 32,182 31,397 51,672 46 46 reille 20 14,688 14,403 32,087 31,991 31 46 46 reille 20 14,688 14,403 <	Son	45	50 142	1,000	16/1/	869'/	9		
reille 20 14,688 14,403 14,322 14,242 20 19 reille 10 9,906 9,412 9,612 9,727 10 10 an 531 747,538 765,139 769,918 774,696 543 547 10 nia 67 10,974 10,753 10,730 10,707 5 5 nish 416 694,733 716,781 721,527 726,236 68 68 s 9,254 9,264 9,223 9,206 6 6 6 nish 416 694,793 716,781 721,527 726,273 62 6 6 5 246 425,447 426,740 428,033 320 29 29 8 24,226 33,917 33,841 29 29 29 8 24,447 426,740 246,235 151 153 1 14 234,880 244,50 <	anodan	-	30, 142	27,162	795,15	51,672	46		47
reille 10 14,242 20 19 an 531 14,528 14,242 20 19 an 531 747,538 765,139 769,918 774,696 543 547 E nia 67 10,374 10,753 10,730 10,737 10,737 56,236 58 56 nish 416 694,733 716,781 721,527 726,273 68 68 68 68 e 9,254 9,242 9,242 9,223 9,205 6 7 7 7 7 7 7	Ciffic	200	44 000	32,183	32,087	31,991	31	200	34
an 531 747,538 765,139 9,769 9,727 10 10 an 531 747,538 765,139 769,918 774,696 543 547 5 an 67 10,076 10,753 10,730 10,707 5 5 5 nish 67 100,076 101,537 101,887 102,236 68	nd Orailla	7 9	14,588	14,403	14,322	14,242	20		
an 501 747,538 769,918 774,696 543 547 5 ania 67 10,974 10,753 10,707 5 5 5 5 nia 67 10,076 10,763 10,730 10,707 5 5 5 nish 6 9,254 9,242 9,205 6 7 7 7 7 7 7 7 7 7 7 </td <td>Tro Olcillo</td> <td>100</td> <td>906'6</td> <td>9,812</td> <td>692'6</td> <td>9,727</td> <td>10</td> <td></td> <td>101</td>	Tro Olcillo	100	906'6	9,812	692'6	9,727	10		101
nia 5 10,374 10,753 10,730 10,707 5 5 nia 67 100,076 101,537 101,887 102,236 68 68 68 nish 416 634,733 716,781 721,527 726,273 6 43 22 422	n litan	- 20	147,538	765,139	769,918	774,696	543	43	55
nia v/ 100,076 101,537 101,887 102,236 68 68 68 nish 416 694,793 716,781 721,527 726,273 6 6 6 6 s 22 9,254 9,242 9,223 9,205 6 7	n Juan	D į	10,974	10,753	10,730	10,707	5		8
sh 416 9,254 9,242 9,223 9,205 6 7	agii	10	100,076	101,537	101,887	102,236	89		
SII 416 634,733 716,781 721,527 726,273 429 432 317 421,066 425,447 426,740 428,033 320 321 1n 29 34,226 33,992 33,917 33,841 29 29 1n 2 2,556 2,441,500 243,867 246,235 151 153 1n 32 50,546 50,981 51,028 51,075 32 2 1n 43,137 43,308 43,315 43,315 43,315 16 16 169 221,051 221,051 224,057 23,222 16 16	alliania	9	9,254	9,242	9,223	9.202	C		
317 421,066 425,447 426,740 428,033 320 321 29 34,226 33,992 33,917 33,841 29 29 1m 2 234,880 241,500 243,867 246,235 151 153 1a 32 50,546 50,981 51,028 51,075 32 2 1a 43,137 43,308 43,315 43,315 73,407 16 16 159 221,051 221,051 224,057 24,322 16 16	Orionnism	416	694,793	716,781	721,527	726.273	429		77
29 34,226 33,992 33,917 33,841 22 221,051 147 234,880 241,500 243,867 246,235 151 153 18 2,556 2,441 2,405 246,235 151 153 1 102 185,023 187,075 32 2 1 43,137 43,308 43,315 43,315 166 16 159 221,051 221,051 224,057 225,051 16 16	oxane	317	421,066	425,447	426.740	428 033	320		3 6
JM 234,880 241,500 243,887 246,235 151 23 IIa 32 50,546 50,981 51,028 51,075 32 2 I 102 183,023 187,812 189,267 190,722 105 106 169 221,051 224,057 32 32 32 32 169 221,051 224,051 3315 43,315 43,315 43,322 16 16	evens	23	34,226	33,992	33,917	33 841	92		32
IIa 32 2,556 2,441 2,405 2,368 2 2 IIa 32 50,546 50,981 51,028 51,075 32 32 1 102 187,812 189,267 190,722 105 106 4,3,137 43,308 43,315 43,315 16 16 159 221,051 224,407 226,407 226,407 226,407	urston	147	234,880	241,500	243.867	246 235	154		7
1la 32 50,546 50,981 51,028 51,075 32 2 1 102 183,023 187,812 189,267 190,722 105 106 1 16 43,137 43,308 43,315 43,322 16 16 16 159 221,051 224,407 225,827 226,827	ıhkıakum	7	2,555	2,441	2.405	2.368	2	3	Ė
102 183,023 187,812 189,267 190,722 105 106 1 16 43,137 43,308 43,315 43,322 16 16 16 159 221,061 224,407 226,827 228,220 16 16 16	illa Walla	32	50,546	50.981	51 028	54 075	7 66	7 8	
16 43,137 43,308 43,315 100 100 100 100 100 100 100 100 100 1	natcom	102	183,023	187.812	189 267	20,10	32		32
159 221.051 224.497 225.921 225.921	nitman	16	43,137	43.308	43345	130,122	COI.		10
	kima	159	221.051	701 ACC	000 200	770,07	0]		_

Department of Health 2020-2021 Hospice Numeric Need Methodology Posted October 30, 2020



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.

	-							
County	Projected Patients	2017-2019 Average Population	2020 projected population	2021 projected population	2022 projected population	2020 potential volume	2021 potential	2022 potential volume
Adams	49	2,114		2.383	2 424	124		22
Asotin	126	5,619	900'9		6344	135		200
Benton	829	29,821		(7	34 597	734		365
Chelan	354	15,343			17,695			100
Clallam	538	21,334			23 535			400
Clark	1681	75,085	82.125		80 247	1 830	*	2994
Columbia	43	1,202			4 304	P.O.		1,998
Cowlitz	546	21.326			1,00,1	5 C		46
Douglas	153	7.595			0,4,470	288		627
Ferry	36	2.095		000'0	0,874	168		180
Franklin	177	8.765		10.083	40,557	38		8
Garfield	14	633		099	7000	194	. 1	213
Grant	311	14 244	15 477	000	089	14		15
Gravs Harbor	389	15.504	10,477	10,0/1	16,665	338	351	364
Sland	393	10,03	10,000	17,133	17,612	415	427	439
Jefferson	108	10,70	77,02	21,412	22,047	414	427	94
Kina	2008	70711	11,924	12,323	12,722	210	217	224
Kitsan	1070	404,062	324,000		350,881	6,665	6,934	7,203
GHitae	10/0	91,788	55,878		60,492	1,155	1,202	1.250
Klickitat	nc.	1,351	7,943		8,589	162	168	175
inital	G C	9,570	6,088		6,448	103	106	110
inooln	0.4	16,398	17,219	17,697	18,175	460	473	486
Macon	200	2,823	2,959	3,039	3,119	61	63	99
DOG ST	328	15,311	16,499	17,167	17,836	353	367	382
Chanogan	012	10,050	10,901	11,210	11,519	228	234	240
IIIC	163	6,584	6,910	7,035	7,159	171	174	177
Pend Orellie	8/	3,742	4,107	4,239	4,371	86	68	6
ire a	3015	125,262	136,114	142,422	148,729	3.277	3.429	3 580
Charit	77 5	5,545		6,174	6,357	78	80	82
Chamania	010	26,595		30,314	31,460	670	969	207
Spohomich	2470	2,542	2,798	2,923	3,048	46	48	50
Snokana	7/47	113,447	125,219	131,978	138,737	2,729	2.876	3 023
Stations	7000	84,343	91,361	94,670	97,979	2,323	2,407	2 491
Vells	122	10,884	11,837	12,214	12,591	240		255
Makinton	501.	48,683	52,832	54,900	26,967	1,204	-	1 298
INTERNITI	97	1,441	1,565	1,580	1,595	27	77	7.0
Availd voilla	787	10,944	11,068	11,350	11,632	285	292	2000
wnatcom	815	39,164	42,640	44,217	45,794	888	921	250
whiteman	132	5,237	5,815	800'9	6.201	146	151	488
-	-					2		

Source: Self-Report Provider Utilization Surveys for Years 2017-2019 Vital Statistics Death Data for Years 2017-2019 Prepared by DOH Program Staff

Department of Health 2020-2021 Hospice Numeric Need Methodology Posted October 30, 2020

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.

613 91 27 (153) 8 8 (145) <u>@</u> 507 2022 Unmet Admissions* ည 8 8 206 888 হ্ব প্র 134 205 391 371 Need Admissions* 25 (100) 20 156) 82 2021 Unmet 355 126 338 9191 8 8 8 (227) 4 5 80 43 357 27 357 25 156 357 156 119) 2020 Unmet Admissions* 202 88 සි ල ව 69 12 207 67 38 113 4 8176 8 2 8 108 Need 398.67 273.63 2,396.97 188.00 7,517.23 1,303.97 171.67 277.57 451.00 222.67 177.67 107.00 64.33 3,739.67 79.00 729.00 Hospice Providers 45.33 99.67 976.67 23.33 794.00 147.67 36.33 2,950.87 1,247.57 1,042.97 Supply of 3.33 281.00 277.33 389.67 6.33 2,671.83 203.83 Current 644 644 644 652 428 271 196 101 4,131 87 790 56 56 2,813 284 1,452 30 090, 332 potential volume 2022 potential 3,308 2,728 277 1,404 324 volume 2021 3,157 2,643 269 1,355 29 317 394 675 185 46 232 520 67 399 258 258 190 3,820 83 737 potential 457 229 7,580 1,299 185 118 613 2,087 volume 993 2020 Grays Harbor Pend Oreille Wahkiakum Snohomish Walla Walla Okanogan Columbia Jefferson Skamania San Juan hurston Whatcom Ctallarn County Douglas Spokane Stevens Franklin Garfield Klickitat Whitman Chelan Cowlitz -incoln Adams Benton Kitsap Kittitas Mason Asotin Island Pacific ierce ewis Skagit Grant Clark Ferry King

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

1,182.67

1,154

1.127

M Health

Source: Self-Report Provider Utilization Surveys for Years 2017-2019 Vital Statistics Death Data for Years 2017-2019 Prepared by DCH Program Staff

2020-2021 Hospice Numeric Need Methodology Posted October 30, 2020 Department of Health

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

				Step	(Admits * ALO	Step 6 (Admits * ALOS) = Unmet Patient Days	ient Days
County	2020 Unmet Need Admissions*	2021 Unmet Need Admissions*	2022 Unmet Need Admissions*	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		200	62.66	3,092	3,328	3.564
Benton	(147)	٥	(06)	62.66	(9,222)	(7,421)	(5,620)
Chelan	16	31	46	62.66		1,932	2.864
Clallam	339		371	62.66	21,238	22,228	23,217
Clark	(310)	Q	(145)	62.66	(19,394)	(14,226)	(9.057)
Columbia	24			62.66	1,532	1,568	1.605
Cowiltz	(119)	E		62.66	(7,461)	(6.261)	(5.061)
Douglas	38	44	20	62.66	2,362	2.758	3.155
Ferry	6	10	11	62.66	582	631	681
Franklin	61	71	82	62.66	3,798	4.458	5.118
Garrield	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	88	8	93	62.66	4,232	5,026	5,820
Jerrerson	41	48	55	62.66	2,550	2,986	3.421
ring	8	"	613	62.66	3,960	21,177	38.394
Mitsap	(2)			62.66	(326)	2.685	5 696
Kittitas	13	20	000	62.66	846	1.268	1,690
Nickitat	(159)		Ξ	62.66	(126'6)	(9,788)	(9,605)
Lewis	69		92	62.66	4,325	5,135	5,945
Mana	38	40	42	62.66	2,414	2,515	2,616
Mason	176	191	206	62.66	11,053	11,965	12,877
Okanogan	84	87	93	62.66	5,058	5,456	5.855
Pacific	83	86	88	62.66	5,212	5,398	5,584
Diarro	5	34	37	62.66	1,964	2,135	2,305
San luan	8	236	391	62.66	5,039	14,766	24,493
Skacif	4 0	9	8	62.66	232	380	528
Stamonia	0 6	35	61	62.66	520	2,183	3,847
Spohomich	67	77	29	62.66	1,557	1,685	1,813
Crokene	/07	357	202	62.66	12,944	22,350	31,757
Spokane	(67)	56	141	62.66	(1,834)	3,498	8,830
Thurston	119	127	134	62.66	7,467	7,942	8,417
Mahkiakum	201	156	205	62.66	6,736	9,782	12,827
Mainide	23	23	23	62.66	1,440	1,454	1,468
Walla Walla	32	39	47	62.66	2,016	2,473	2,930
Minister	(Oc)	(16)	17	62.66	(3,137)	(1,028)	1,081
Velviene	(42)	(37)	(32)	62.66	(2,616)	(2,310)	(2,005)
rakıma	(83)	(26)	160	62 66	(5 23m	(2 E44)	(A 700)

2020-2021 Hospice Numeric Need Methodology Posted October 30, 2020 Department of Health



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

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County	Patient Days*	2021 Unmet Need Patient Dave*	2022 Unmet Need	2020 Unmet	2021 Unmet	2022 Unmet
Adams	1148	1 214	1 200	Meed ALX.	Need ADC	Need ADC*
Asotin	3 092	3338	7550	2	n (4
Benton	(60,0)	7,020	400,0	ρίζ	တ	10
Chelan	1 000	1 932	(0,20,0)	(27)	(20)	(15)
Clallam	24 238	200,1	2,004	2	5	8
Clark	(40.204)	877,778	23,217	58	61	64
Columbia	(19,394)	(14,226)	(3,057)	(53)	(66)	(22)
County	7,532	1,568	1,605	4	4	4
COWIIIZ	(7,461)	(6,261)	(190'9)	(20)	(17)	(14)
Douglas	2,362	2,758	3,155	9	α	
Ferry	582	631	681	0	0	
Franklin	3,798	4,458	5.118	101	12	7 7
Garfield	774	788	802	C	2	t C
Grant	7,055	7.911	8 766	101	1 8	7 6
Grays Harbor	12.688	13.418	14 147	35	770	47
Island	4 232	5,778	14,41	S	3/	39
Jefferson	2550	9000	3,920	71.	14	16
King	3,060	2,900	3,421	7	80	6
200	006,5	711,17	38,394	11	58	105
MISAU	(326)	2,685	2,696	(1)	7	16
Milias	846	1,268	1,690	2	က	C)
MICKITAT	(9,971)	(9,788)	(309'6)	(27)	(27)	(90)
Lewis	4,325	5,135	5,945	12	14	16
Lincoln	2,414	2,515	2,616	7	7	2
Mason	11,053	11,965	12.877	30	33	35
Okanogan	5,058	5,456	5,855	14	15	3 4
Pacific	5,212	5,398	5.584	14	,	2 4
Pend Oreille	1,964	2,135	2.305	r.	2 (4	2 4
Pierce	5,039	14,766	24,493	14	40 A	67
San Juan	232	380	528		2 ~	5
Skagit	520	2,183	3.847		- «	
Skamania	1,557	1,685	1,813	4	S.	5
Snonomish	12,944	22,350	31,757	35	19	87
Spokane	(1,834)	3,498	8,830	(5)	1	72
Stevens	7,467	7,942	8,417	20	22	23
Inurston	6,736	9,782	12,827	18	27	3
Wankiakum	1,440	1,454	1,468	4	4	4
Walla Walla	2,016	2,473	2,930	9	7	00
Whatcom	(3,137)	(1,028)	1,081	(6)	(6)) (r)
Whitman	(2,616)	(2,310)	(2,005)	6	9	(6)
Yakıma	(000 4)					

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

Source Self-Report Provider Ultization Surveys for Years 2017-2019 Wal Statistics Death Data for Years 2017-2019 Prepared by DOH Program Staff

M Health

Source: Self-Report Provider Utilization Surveys for Years 2017-2019 Vital Statistics Death Data for Years 2017-2019 Prepared by IDCH Program Staff

2020-2021 Hospice Numeric Need Methodology Posted October 30, 2020 Department of Health

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

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	6	10	FALSE	FALSE
Benton	(25)	(20)	(15)	FALSE	FALSE
Chelan	3	5	8	FALSE	FALSE
Claflam	58	19	64	TRUE	-
Clark	(53)	(66)	(25)	FALSE	FALSE
Columbia	4		4	FALSE	FALSE
Cowlitz	(20)	(17)	(14)	FALSE	FALSE
Douglas	9	8	6	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	28	39	TRUE	1
Island	12	14	16	FALSE	FALSE
Jefferson	7	8	6	FALSE	FALSE
King	11	85	105	TRUE	8
Kitsap	(1)	2	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	හි	33	35	TRUE	7
Okanogan	14	15	16	FALSE	FALSE
Pacific	14	15	15	FALSE	FALSE
Pend Oreille	5	9	9	FALSE	FALSE
Pierce	14	40	29	TRUE	300
San Juan	-	1	-	FALSE	FALSE
Skagit	-	ဖ	11	FALSE	FALSE
Skamania	4	2	5	FALSE	FALSE
Snohomish	35	61	87	TRUE	2
Spokane	(2)	10	24	FALSE	FALSE
Stevens	20	22	23	FALSE	FALSE
Thurston	18	27	35	TRUE	g.
Wahkiakum	4	4	4	FALSE	FALSE
Walla Walla	9	7	∞	FALSE	FALSE
Whatcom	(6)	(3)	8	FALSE	FALSE
Whitman	(2)	9	(5)	FAISE	FALSE
Vakima	(4.4)	2			1000

Source: 2017 OFM Population Projections, Medium-Series Prepared by DOH Program Staff

2020-2021 Hospice Numeric Need Methodology Department of Health

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2017-2019	Average	Population	18,029	16,779	84 904	199,10	055,25	707,004	2,003	34,737	76,132	2,000	1 602	84 909	57 817	62.064	108,20	1 863 492	247,000,	37,892	15,828	62,22	7,023	50.172	30 5 AE	14 688	200's	747 538	10.974	100,076	9,254	694,793	421,066	34.226	234 880	2,555	50.546	183,033	43.137	221,051
	\	10.440	18,110	177 477	62 710	51 400	440 444	2,605	85,547	36 900	2000	101 806	1 464	92,567	55 565	63.344	20,204	1 965 356	222,028	40 368	14 897	63.817	7 537	52 496	31 704	14 000	9 599	789 032	10,638	103,285	9,149	740,511	431,912	33,615	253,337	2.259	51.215	195 088	43.344	231,123
	ىق	40 053	16,933	175 861	62.661	51615	435 786	2,640	85,621	36 633	5 435	99,465	1.483	91,485	55 844	63 328	20,377	1.0	_	40.097	15.033	63.654	7.591	52,221	31,800	14.081	9,642	784,253	10,661	102,935	9,168	735,765	430,619	33,690	250,970	2,295	51,168	193,633	43.337	229,798
	9	19 797	16 485	174 249	62.611	51 821	431 158	2,675	85 695	36,356	5.470	97.124	1.502	90,403	56.122	63,312	20.463	1 941 913	221 771	39.827	15,168	63.491	7.644	51.946	31.896	14,161	9,684	779,475	10,684	102,586	9,186	731,019	429,326	33,766	248,602	2,332	51.121	192.178	43,330	228,473
*	3	18 622	16.540	172,638	62,562	52 027	426,529	2710	85 769	36,080	5,506	94,784	1,522	89,322	56,401	63,296	20,550	1.930,192	221.192	39,556	15,304	63,327	7,698	51,672	31,991	14,242	9,727	774,696	10,707	102,236	9,205	726,273	428,033	33,841	246,235	2,368	51,075	190,722	43,322	227,147
	15 (11) (11)	18.456	16.596	171,026	62,512	52 233	421 901	2745	85.843	35,803	5,541	92,443	1,541	88,240	56,679	63,280	20,636	1,918,470	220,614	39,286	15,439	63,164	7,751	51,397	32,087	14,322	9,769	769,918	10,730	101,887	9,223	721,527	426,740	33,917	243,867	2,405	51,028	189,267	43,315	225,822
	(1) (1)	18 291	16,652	169,415				2,780	85,917	35,527	5,577	90,102	1,560	87,158	56,958	63,264	20,722	1,906,749	220,035	39,015	15,575	63,001	7,805	51,122	32,183	14,403	9,812	765,139	10,753	101,537	9,242	716,781	425,447	33,992	241,500	2,441	50,981	187,812	43,308	224,497
	0.05 (1.05)	18.160	16,715	167,984	62,227	52,494	411,278	2,822	85,817	35,130	5,628	88,012	1,581	86,033	27,387	63,114	20,705	1,885,115	218,538	38,453	15,702	62,700	7,864	50,632	32,364	14,545	9,859	756,339	10,863	100,807	9,248	705,787	423,256	34,109	238,190	2,498	50,763	185,418	43,222	222,774
	30.03 20.03	18,029	16,779	166,554	61,991	52,550	7	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
		ľ	16,842	165,123	61,755	52,605	399,287	2,905	85,617	34,335	5,731	83,832	1,623	83,784	58,246	62,814	20,670	1,841,848	215,543	37,330	15,955	62,097	7,982	49,652	32,726	14,830	9,952	wi	11,084	39,340	9,260	003,600	418,8/D		231,571	2,612	50,328	180,629	43,051	219,328
	(20)TG	17,768	16,906	163,693	- [393,291	2,947	85,517	33,938	5,782	81,742	1,644			1	- 1	-[214,045	36,768	16,082	61,796	8,042	49,162	32,906	14,972	866'6	729,937	11,194	80,010	872 806	446.604	37 750	200 000	228,201	2,009	50,111	178,234	42,965	217,605
	Rott	17,637	16,969	162,262	61,284	52,716	387,296	2,988	85,417	33,540	5,834	79,651	1,665	81,535	59,105	62,514	20,636	1,798,581	212,548	36,206	16,208	61,494	8,101	48,672	33,087	15,115	10,045	121,13/	2000 70	0 077	SK1 812	414 403	37 576	224 054	106,422	2,120	49,093	1/5,840	42,880	215,882
	County :	Adams	Asotin	Benton #	Chelan Sales	Clallam	Clark	Сојитрја	Cowitz	Douglas	remy	Franklin		gam S	Gays Harbor	Island	nemerson	King	MISSID	Kutuas	Nicetat	Lewis	TIDOOIL	Mason	Chanogan	Facilic		THE COST	Sharin	Stamania	Snohomish	Shokana	Stavens	Thriteton	Mishinghim	Wellstate	VAPOR VVAIID	Wirdicom	Vermunen	Taklind

Source: 2017 OFM Population Projections, Medium-Series Prepared by DOH Program Staff

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

41 9																																							
2003	2.549	6.853	38,267	19,626	25 436	90,90	J	10	0 890	2,000	11.977	714	18.446	19.051	23 952	13 919	390 213	67 414	9.557	6 987	19 608	3 360	19 841	12.45	7.533	4,768	167,652	6,907	34,899	3,422	159,013	107,906	13,723	63,170	1.641	12,479	50,526	6,781	43,811
7403		6,683	37,044	18.982	24.802	96.368	1 330	25 974	9591	2 434	11,504	703	17,852	18.571	23.317	13.520	377 102	65.107	9 234	6.807	19 130	3,280	19.173	12.136	7.408	4,636	161,344	6,724	33,753	3,297	152,254	104,597	13,346	61,102	1,626	12,197	48,949	6,588	42,727
2008	2,466	6,514	35,820	18,339		92.807	1322	25.220	9 283	2.386	11,030	692	17,		22,682	13.121	363,992	62,800	8,911	6.627	18,652	3,200	18,504	11.827	7,284	4,504	155,037	6,541	32,607	3,172	145,495	101,288	12,969	59,035	1,611	11,915	47,372	6,395	41,643
1203 T	2,424	6,344	34,597	17,695			ı	24 470				089	16,665	17,612	22,047	l	က	60,492	L	ļ	╎╴	1	17,836	11,519	7,159		12	- 1	31,460	3,048	138,737	97,979	12,591	26,967	1,595	11,632	45,794	6,201	40,559
F.02-51	2,383	6,175		17,052		l	ı	10	1	2,289	10,083	699	16,071	17,133	21,412		337,771	58,185			17,697	3,039	_	11,210	7,035	4,239	142,422	6,174	30,314	2,923	131,978	94,670	12,214	47		11,350	44,217	6,008	39,475
5020	2,341			16,408	22,267	82,125		ľ`	L	2,241	9,610	658	15,477	16,653		11,924	324,660	55,878	7,943	880'9	-		16,499	10,901	6,910	4,107	136,114	5,991	29,168	2,798	125,219	91,361	11,837	52,832	1,565	11,068	42,640	5,815	38,391
20:19	2,227	5,812	30,986	15,876	21,800	78,605	1,236	22,148	7,976	2,168	9,188	645	14,861	16,123	20,239	11,588	310,572	53,833	7,647	5,829	16,808	2,891	15,905	10,475	6,747	3,925	130,688	5,768	27,881	2,670	119,333	87,852	11,360	50,757	1,503	11,006	40,902	975,6	37,530
			29,821	15,343	21,334	7	1,202	21,326	7,595	2,095	~	١	- 1	15,594	19,701	11,252	296,484	51,788	7,351	5,570	16,398	2,823	15,311	10,050	6,584	3,742	125,262	5,545	26,595	2,542	113,447	84,343	10,884	48,683	1,441	10,944	39,164	2,437	36,670
7103	2,000	5,426	- [1		'-	1,169	20,505			8,343	620	13,628	15,064	19,163	10,916	282,395	49,743	7,055	5,310	15,987	2,755	14,717	9,624	6,421	3,560	119,836	5,322	25,308	2,414	107,560	80,834	10,407	46,608	1,379	10,881	37,426	4,040	35,809
20/16	1,887	5,233	27,492	14,279		۵	1,135	19,684	6,831		7	- 1		- 1	18,625	10,580	268,307	47,697	6,760	5,051	15,576	2,687	14,123	9,198	6,258	3,378	114,409	680,0	24,021	7,200	101,674	(7,325)	000	4,34	1,316	10,819	32,588	200,4	34,949
20/15	1,773	5,041	20,328	13,746	19,934	64,524	1,102	18,863	6,450	1,876	7,499	292	12,395	14,005	18,086	10,244	254,219	45,652	6,464	4,792	15,166	2,619	13,528	8,773	6,095	3,195	106,983	4,070	22,733	2,130	720,780	13,617	40404	42,439	457	10,70	35,830	00076	34,000
Coulify	Adams	Asoun	Denion as	COERT	Cialiam	Clark	Columbia	Cowitz	Douglas	Ferry	Franklin	Сашей	Grant	Grays, Harbor.	Sand	Jemerson	, gury	Kitsap	Kittlas	Klickitat	Lewis	Lincoln	Mason	Okanogan	Pacific	reno Orellie	San lian	Stoot	Stamonia	Spohomich	Spokano	Spokalle C.	Thumber	MALE POLICE	VValindakum VV/alicitetti	Wella Walfa	Whitman	Valima	Tahilid

2017-2019

Average
Population
2,114
5,619
29,821
15,343
21,334
75,085
1,202
21,326
7,595
2,095
8,765
8,765
11,252
2,095
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11,252
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8,765
11,252
2,982
11,347
113,447
110,884
48,683
11,441
10,984
39,164
39,164
39,164

Department of Health 2020-2021 Hospice Numeric Need Methodology Preliminary Death Data Updated October 12, 2020

		0-64	1		65+	
County	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
WAHKIAKUM	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

Note: Kindred Hospice in Whitman and Spokane Counties did not respond to the department's survey for 2018 data. As a result, the averageof 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	
Assured Home Health and Hospice (Central Basin/Assured Hospice)	IHS.FS.60092413	Grant	2017	44	2
Assured Home Health and Hospice (Central Basin/Assured Hospice)	IHS.FS,60092413	Lincoln	2017	3	
Assured Home Health, Hospice & Home Care Assured Home Health, Hospice & Home Care	IHS.FS.00000229	Clallam	2017	14	1
Assured Home Health, Hospice & Home Care Assured Home Health, Hospice & Home Care	IHS.FS.00000229 IHS.FS.00000229	Jefferson	2017	1	
Assured Home Health, Hospice & Home Care	IHS.FS.00000229	Lewis Mason	2017 2017	17 8	2
Assured Home Health, Hospice & Home Care	IHS.FS.00000229	Thurston	2017	39	2
Astria Home Health and Hospice (Yakima Regional Home Health and Hospice)	IHS.FS.60097245	Yakima	2017	11	
Central Washington Hospital Home Care Services	IHS.FS.00000250	Chelan	2017	44	3
Central Washington Hospital Home Care Services	IHS.FS.00000250	Douglas	2017	18	1
Community Home Health and Hospice CHHH Community Home Care Hospice	IHS.FS.00000262	Clark	2017	67	4
Community Home Health and Hospice CHIHH Community Home Care Hospice	IHS.FS.00000262	Cowlitz	2017	116	6.
Community Home Health and Hospice CHIHH Community Home Care Hospice Elite Home Health and Hospice	IHS.FS.00000262	Wahkiakum	2017	1	
Elite Home Health and Hospice	IHS.FS.60384078 IHS.FS.60384078	Asotin Garfield	2017 2017	<u> </u>	
Evergreen Health Home Care Services	IHS.FS.00000278	Island	2017	<u>'</u>	***********
Evergreen Health Home Care Services	IHS.FS.00000278	King	2017	272	239
Evergreen Health Home Care Services	IHS.FS.00000278	Snohomish	2017	82	47
Franciscan Hospice	IHS.FS.00000287	King	2017	90	111
Franciscan Hospice	IHS.FS.00000287	Kitsap	2017	64	. 79
Franciscan Hospice Frontier Home Health and Hospice (Okanogan Regional)	IHS.FS.00000287	Pierce	2017	181	224
Frontier Home Health and Hospice (Okanogan Regional) Frontier Home Health and Hospice (Okanogan Regional)	IHS.FS.60379608 IHS.FS.60379608	Douglas Grant	2017 2017	1	
Frontier Home Health and Hospice (Okanogan Regional)	IHS.FS.60379608	Grant Okanogan	2017	34	13
Gentiva Hospice (Odyssey Hospice)	IHS.FS.60330209	King	2017	14	37
Harbors Home Health and Hospice	IHS.FS.00000306	Grays Harbor	2017	72	29
Harbors Home Health and Hospice	IHS.FS.00000306	Pacific	2017	17	10
Heart of Hospice	IHS.FS.00000185	Skamania	2017	2	1
Heart of Hospice	IHS.FS.00000185	Klickitat	2017	1	2
Heartlinks Hospice and Palliative Care (Lower Valley Hospice)	IHS.FS.00000369	Benton	2017	12	13
leartlinks Hospice and Palliative Care (Lower Valley Hospice) Tome Health Care of Whidbey General Hospital (Whidbey General)	IHS.FS.00000369 IHS.FS.00000323	Yakima	2017	28	19
PeaceHealth Homecare and Hospice Southwest (Hospice SW)	IHS.FS.60331226	Island Clark	2017 2017	21 165	24 106
PeaceHealth Homecare and Hospice Southwest (Hospice SW)	IHS.FS.60331226	Cowlitz	2017	7	4
PeaceHealth Homecare and Hospice Southwest (Hospice SW)	IHS.FS.60331226	Skamania	2017	Ö	
lorizon Hospice	IHS.FS.00000332	Spokane	2017	35	42
lospice of Kitsap County	IHS.FS.00000335	Kitsap	2017	0	
lospice of Spokane	IHS.FS.00000337	Ferry	2017	77	3
lospice of Spokane lospice of Spokane	IHS.FS.00000337	Lincoln	2017	0	
lospice of Spokarie	IHS.FS.00000337 IHS.FS.00000337	Pend Oreille Spokane	2017 2017	<u>8</u> 340	5
lospice of Spokane	IHS.FS.00000337	Stevens	2017	25	172
lospice of Spokane	IHS,FS.00000337	Whitman	2017	0	12
ospice of the Northwest (Skagit Hospice Service)	IHS.FS.00000437	Island	2017	11	7
lospice of the Northwest (Skagit Hospice Service)	IHS,FS.00000437	San Juan	2017	3	71
ospice of the Northwest (Skaglt Hospice Service)	IHS.FS,00000437	Skagit	2017	61	61
ospice of the Northwest (Skagit Hospice Service) efferson Healthcare Home Health and Hospice (Hospice of Jefferson County)	1HS.FS.00000437	Snohomish	2017		8
aiser Permanente Continuing Care Services	IHS.FS.00000349	Jefferson	2017	13	150
alser Permanente Continuing Care Services	IHS.FS.00000353	Clark	2017	50	415
alser Permanente Continuing Care Services	IHS.FS.00000353 IHS.FS.00000353	Cowlitz Skamania	2017 2017	<u>1</u> 0	11
alser Permanente Home Health and Hospice (Group Health)	IHS.FS.00000305	King	2017	38	487
aiser Permanente Home Health and Hospice (Group Health)	IHS.FS.00000305	Kitsap	2017	7	10
aiser Permanente Home Health and Hospice (Group Health)	IHS.FS.00000305	Pierce	2017	27	189
aiser Permanente Home Health and Hospice (Group Health)	IHS.FS.00000305	Snohomish	2017	2	68
indred Hospice (Gentiva Hospice	IHS.FS.60308060	Spokane	2017	22	325
indred Hospice (Gentiva Hospice	1HS.FS.60308060	Whitman	2017	29	247
Ittitas Valley Home Health and Hospice lickitat Valley Home Health & Hospice (Klickitat Valley Health)	IHS.FS.00000320	Kittitas	2017	46	134
ine Galland Community Based Services	IHS.FS.00000361 IHS.FS.60103742	Klickitat King	2017 2017	11 13	33 301
emorial Home Care Services	IHS.FS.00000376	Yakima	2017	149	717
ultiCare Home Health, Hospice and Palliative Care	IHS.FS.60639376	King	2017	42	149
uitiCare Home Health, Hospice and Palliative Care	IHS.FS.60639377	Kitsap	2017	33	253
ultiCare Home Health, Hospice and Palliative Care	IHS.FS.60639378	Pierce	2017	211	925
ovidence Hospice (Hospice of the Gorge)	IHS.FS.60201476	Klickitat	2017	5	29
ovidence Hospice (Hospice of the Gorge)	IHS.FS.60201476	Skamania	2017	2	10
ovidence Hospice and Home Care of Snohomish County ovidence Hospice and Home Care of Snohomish County	IHS.FS.00000418	Island	2017	3	32
ovidence Hospice and Home Care of Snohomish County ovidence Hospice and Home Care of Snohomish County	IHS.FS.00000418 IHS.FS.00000418	King Snohomish	2017 2017	5 238	1440 1440
ovidence Hospice of Seattle	IHS.FS.00000416	King	2017	238 387	1888
	IHS.FS.00000336	Snohomish	2017	10	15
ovidence Hospice of Seattle					163
ovidence Hospice of Seattle ovidence SoundHomeCare and Hospice	IHS.FS.00000420	Lewis	2017	28	10.3
ovidence Hospice of Seattle ovidence SoundHomeCare and Hospice ovidence SoundHomeCare and Hospice		Lewis Mason	2017 2017	28 26	
ovidence Hospice of Seattle ovidence SoundHomeCare and Hospice ovidence SoundHomeCare and Hospice ovidence SoundHomeCare and Hospice ovidence SoundHomeCare and Hospice	IHS.FS.00000420 IHS.FS.00000420 IHS.FS.00000420	Mason Thurston	2017 2017	26 105	189 664
ovidence Hospice of Seattle ovidence SoundHomeCare and Hospice ovidence SoundHomeCare and Hospice	IHS.FS.00000420 IHS.FS.00000420	Mason	2017	26	189

Walla Walla Community Hospice	IHS.FS.60480441	Columbia	2017	1	1
Walla Walla Community Hospice	IHS.FS.60480441	Walia Walia	2017	45	27
Wesley Homes Whatcom Hospice (Peacehealth)	IHS.FS.60276500		2017	1 100	1
Assured Home Health and Hospice (Central Basin/Assured Hospice)	IHS.FS.00000471 IHS.FS.60092413	Whatcom Adams	2017 2018	139	76
Assured Home Health and Hospice (Central Basin/Assured Hospice)	IHS.FS.60092413		2018	6 40	3 25
Assured Home Health and Hospice (Central Basin/Assured Hospice)	IHS.FS.60092413		2018	6	2
Assured Home Health, Hospice & Home Care	IHS.FS,00000229	Clallam	2018	16	18
Assured Home Health, Hospice & Home Care	IHS.FS.00000229		2018	1	1
Assured Home Health, Hospice & Home Care	IHS.FS.00000229		2018	35	28
Assured Home Health, Hospice & Home Care Assured Home Health, Hospice & Home Care	IHS,FS,00000229 IHS,FS,00000229	Mason	2018	4	4
Astria Home Health and Hospice (Yakima Regional Home Health and Hospice)	IHS.FS.60097245	Thurston Yakima	2018 2018	24 41	273
Central Washington Hospital Home Care Services	IHS.FS.00000250	Chelan	2018	34	380
Central Washington Hospital Home Care Services	JHS.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 Community Home Health and Hospice CHHH Community Home Care Hospice	IHS.FS.00000262	Cowlitz	2018	87	524
Elite Home Health and Hospice Chilin Community Home Care Hospice	JHS.FS.00000262 IHS.FS.60384078	Wahklakum Asotin	2018 2018	2 6	12
Elite Home Health and Hospice	IHS.FS,60384078	Garfield	2018	1	14
Evergreen Health Home Care Services	IHS.FS,00000278	Island	2018		3
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 Franciscan Hospice	1HS.FS.00000287	King	2018	102	921
Franciscan Hospice	IHS.FS.00000287	Kitsap Plerce	2018	141 331	693
Frontier Home Health and Hospice (Okanogan Regional)	IHS.FS.60379608	Douglas	2018 2018	331 0	2110
Frontier Home Health and Hospice (Okanogan Regional)	IHS.FS.6037960B	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 Heart of Hospice	IHS.FS.00000306	Pacific	2018	13	71
Heart of Hospice	IHS.FS.00000185 IHS.FS.00000185	Skamania Klickitat	2018 2018	<u> </u>	10 23
Heartlinks Hospice and Palliative Care (Lower Valley Hospice)	IHS.FS.00000369	Benton	2018	6	137
Heartlinks Hospice and Palllative Care (Lower Valley Hospice)	IHS.FS.00000369	Yaklma	2018	24	219
Home Health Care of Whidbey General Hospital (Whidbey General)	1HS.FS.00000323	Island	2018	20	235
fornecare and Hospice Southwest (Hospice SW)	IHS.FS.60331226	Clark	2018	243	1305
Homecare and Hospice Southwest (Hospice SW) Homecare and Hospice Southwest (Hospice SW)	IHS.FS.60331226	Cowlitz	2018	20	76
Horizon Hospice	IHS.FS.60331226 IHS.FS.00000332	Skamania Spokane	2018 2018	1 31	1 389
lospice of Kitsap County	IHS.FS.00000335	Kitsap	2018	0	<u> </u>
Hospice of Spokane	IHS.FS.00000337	Ferry	2018	6	29
lospice of Spokane	IHS.FS.00000337	Lincoln	2018	1	. 1
lospice of Spokane	IHS.FS.00000337	Pend Oreitle	2018	8	53
lospice of Spokane lospice of Spokane	IHS.FS,00000337	Spokane	2018	346	1593
Hospice of Spokane	IHS.FS.00000337 IHS.FS.00000337	Stevens Whitman	2018	30 e reported none	121 reported
Hospice of the Northwest (Skagit Hospice Service)	IHS.FS.00000437	Island	2018	6	60
lospice of the Northwest (Skagit Hospice Service)	IHS.FS.00000437	San Juan	2018	6	79
lospice of the Northwest (Skagit Hospice Service)	IHS.FS.00000437	Skagit	2018	48	680
lospice of the Northwest (Skapit Hospice Service)	IHS,FS.00000437	Snohomish	2018	2	67
efferson Healthcare Home Health and Hospice (Hospice of Jefferson County) (alser Permanente Continuing Care Services	IHS.FS.00000349	Jefferson	2018	20	144
aiser Permanente Continuing Care Services	IHS.FS.00000353 IHS.FS.00000353	Clark Cowlitz	2018 2018 none	39	436 reported
aiser Permanente Continuing Care Services	IHS.FS.00000353	Skamania			reported
aiser Permanente Home Health and Hospice (Group Health)	IHS.FS.00000305	King	2018	25	416
aiser Permanente Home Health and Hospice (Group Health)	JHS.FS.00000305	Kitsap	2018	14	96
aiser Permanente Home Health and Hospice (Group Health)	IHS.FS.00000305	Pierce	2018	35	198
aiser Permanente Home Health and Hospice (Group Flealth)	IHS.FS.00000305	Snohomish	2018	14	94
indred Hospice (Gentiva Hospice indred Hospice (Gentiva Hospice	IHS.FS.60308060 IHS.FS.60308060	Spokane Whitman	2018 2018	23	265.5
ittitas Valley Home Health and Hospice	IHS.FS.00000320	Kittitas	2018	19 15	226.5 135
lickitat Valley Home Health & Hospice (Klickitat Valley Health)	IHS.FS.00000361	Klickitat	2018	5	40
line Galland Community Based Services	IHS.FS.60103742	King	2018	29	368
lemorial Home Care Servicas	IHS,FS,00000376	Yaklma	2018	183	750
lultiCare Home Health, Hospice and Palliative Care	IHS,FS.60639376	King	2018	32	158
lultiCare Home Health, Hospice and Palliative Care ultiCare Home Health, Hospice and Palliative Care	IHS.FS.60639377 JHS.FS.60639378	Kitsap Pierce	2018 2018	25 177	232 867
rovidence Hospice (Hospice of the Gorge)	IHS.FS.60201476	Klickitat	2018	4	18
rovidence Hospice (Hospice of the Gorge)	IHS.FS.60201476	Skamania	2018	1	9
rovidence Hospice and Home Care of Snohomish County	IHS.FS.00000418	Island	2018	11	44
rovidence Hospice and Home Care of Snohomish County	IHS.FS.00000418	King	2018 none		reported
rovidence Hospice and Home Care of Snohomish County rovidence Hospice of Seattle	IHS.FS.00000418	Snohomish	2018	316	1772
rovidence Hospice of Seattle	IHS.FS.00000336 IHS.FS.00000336	King Snohomish	2018 2018	407 11	1959
rovidence SoundHomeCare and Hospice	IHS.FS.00000420	Lewis	2018	21	13 140
ovidence SoundHomeCare and Hospice	IHS.FS.00000420	Mason	2018	10	117
ovidence SoundHomeCare and Hospice	IHS.FS.00000420	Thurston		90	663
	1110.1 0.000000420	THUISTON	2018	90	0031
i-Cities Chaplaincy I-Cities Chaplaincy	IHS.FS.00000456 IHS.FS.00000456	Benton	2018	112	750

The state of the s		4	, , <u>,</u>		
Walla Walla Community Hospice Walla Walla Community Hospice	IHS.FS.60480441	Columbia	2018	1	2
Wesley Homes	IHS.FS.60480441 IHS.FS.60276500	Walla Walla King	2018 2018	24 29	22 36
Whatcom Hospice (Peacehealth)	IHS.FS.00000471	Whatcom	2018	117	770
IRREGULAR-COMMUNITY HOME HEALTH & HOSPICE	IHS.FS.00000262	Pacific	2018	0	
IRREGULAR-MULTICARE Alpha Home Health	IHS.FS.60639376 IHS.FS.61032013	Clallam Snohomish	2018	<u>o</u>	
Alpowa Healthcare Inc. d/b/a Elite Home Health and Hospice	IHS.FS.60384078	Asotin	2019 2019	9	7
Alpowa Healthcare Inc. d/b/a Elite Home Health and Hospice	IHS.FS.60384078	Garfield	2019	1	
Central Washington Homecare Services	IHS.FS.00000250	Chelan	2019	28	385
Central Washington Homecare Services Chaplaincy Health Care 2018	IHS.FS.00000250	Douglas	2019	19	125
Chaplaincy Health Care 2018	IHS.FS.00000456 IHS.FS.00000456	Benton Franklin	2019 2019	96 26	700 164
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 Continuum Care of King LLC	IHS.FS.00000262 IHS.FS.61058934	Clark	2019	60	453
Continuum Care of Snohomish LLC	JHS.FS.61010090	King Snohomish	2019 2019	0	
Envision Hospice of Washington	IHS.FS.60952486	Thurston	2019	2	22
EvergreenHealth EvergreenHealth	JHS.FS.00000278	King	2019	225	2025
EvergreenHealth	IHS.FS.00000278 IHS.FS.00000278	Snohomish Island	2019 2019	53	471
Franciscan Hospice	IHS.FS.00000278	King	2019	92	11 921
Franciscan Hospice	IHS.FS.00000287	Kitsap	2019	118	757
Franciscan Hospice	IHS.FS.00000287	Pierce	2019	364	2236
Frontier Home Health & Hospice Frontier Home Health & Hospice	JHS.FS.60379608 JHS.FS.60379608	Okanogan Douglas	2019 2019	27	171
Frontier Home Health & Hospice	IHS.FS.60379608	Grant	2019	0 4	5 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 Heartlinks	IHS.FS.00000369 IHS.FS.00000369	Benton Yakima	2019 2019	<u>7.</u> 21	137
Heartlinks	IHS.FS.00000369	Franklin	2019	0	180 2
Horizon Hospice	IHS.FS.00000332	Spokane	2019	30	393
Hospice of Jefferson County, Jefferson Healthcare	IHJ.FS.00000349	Jefferson	2019	26	172
Hospice of Spokane Hospice of Spokane	IHS.FS.00000337 IHS.FS.00000337	Spokane Stevens	2019 2019	289	1692
Hospice of Spokane	IHS.FS.00000337	Ferry	2019	5	126 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 Hospice of the Northwest	IHS.FS.00000437 IHS.FS.00000437	San Juan Skagit	2019 2019	6 77	73
Hospice of the Northwest	IHS.FS.00000437	Snohomish	2019	5	705 58
Inspiring Hospice Partners of Oregon dba Heart of Hospice	IHS,FS,60741443	Skamania	2019	Ō	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 Inspiring Hospice Partners of Oregon dba Heart of Hospice	IHS.FS.60741443 IHS.FS.60741443	Clark Snohomish	2019 2019	0	3
Kalser 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 Kaiser Permanente Home Health and Hospice	IHS.FS.00000305	Kitsap	2019	18	123
Kaiser Permanente Home Health and Hospice	IHS.FS.00000305 IHS.FS.00000305	Pierce Snohomish	2019 2019	25 7	176 62
Kindred Hospice	IHS.FS.60330209	King	2019	6	217
Kittitas Valley Healthcare Home Health and Hospice	JHS.FS.00000320	Kittitas	2019	16	169
Klickitat Valley Hospice	IHS.FS.00000361	Klickitat	2019	1	44
Kline Galland Community Based Services Memorial Home Care Services	IHS.FS.60103742 IHS.FS.00000376	King Yakima	2019 2019	35 148	345 730
MultiCare Hospice	1HS.FS.60639376	King	2019	27	149
MultiCare Hospice	IHS.FS.60639376	Pierce	2019	167	758
MultiCare Hospice Northwest Healthcare Alllance, Inc. d/b/a Assured Home Health & Hospice	IHS.FS.60639376	Kitsap	2019	37	194
Northwest Healthcare Alliance, Inc. o/b/a Assured Home Health & Hospice Northwest Healthcare Alliance, Inc. d/b/a Assured Home Health & Hospice	IHS.FS.00000229 IHS.FS.00000229	Clallam Jefferson	2019 2019	23 0	234 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 Olympic Medical Hospice	IHS.FS.00000229	Thurston	2019	22	240
PeaceHealth Hospice	IHS.FS.00000393 IHS.FS.60331226	Clallam Clark	2019 2019	0 184	1217
PeaceHealth Hospice	JHS.FS.60331226	Cowlitz	2019	23	99
PeaceHealth Hospice	IHS.FS.60331226	Skamanla	2019	0	1
Providence Hospice Providence Hospice	IHS.FS.60201476	Kiickitat	2019	9	22
Providence Hospice	IHS.FS.60201476 IHS.FS.60201476	Skamania Clark	2019 2019	1 0	15 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 Providence Hospice of Seattle	IHS.FS.00000336	King	2019	338	2083
Providence Hospice of Seattle Providence Sound HomeCare and Hospice	IHS.FS.00000336 IHS.FS.00000420	Snohomish Thurston	2019 2019	5 91	10 685
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 Hopsice Walla Walla Community Hospice	IHS.FS.61032138	Thurston	2019	0	0
reada venid Community nospice	IHS.FS.60480441	Walla Walla	2019	41	242

Walla Walla Community Hospice	IHS.FS.60480441	Columbia	2019	3	25
Washington HomeCare and Hospice of Central Basin, LLC d/b/a Assured Hospice	IHS.FS.60092413	Adams	2019	8	54
Washington HomeCare and Hospice of Central Basin, LLC d/b/a Assured Hospice	fHS.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

2020-2021 Hospice Numeric Need Methodology Department of Health

Admissions - Summarized

65+ Total Admissions by County

Total Admissions by County - Not Adjusted for New

976.67 398.67 205.67

23.33 794.00 147.67

2,347 28 856 856 149

12005 1,0005 203 2,460 2,460 707 707 146 35 185

30

County
Admissions by
0-64 Total

Sum of 0-64	Column Labels			Sum of 65+	Colun
Row Labels	2017	2018 2019	2019	Row Labels	
Adams	4	9	8	Adams	
Asotin	7	9	6	Asotin	
Benton	110	118	103	Benton	
Chelan	4	34	28	Chefan	
Clallam	14	16	23	Clallam	
Clark	282	336	287	Clark	
Columbia	1	1	8	Columbia	
Cowlitz	124	107	121	Cowlitz	
Douglas	19	10	19	Douglas	
Ferry	7	9	2	Ferry	
Franklin	15	8	56	Franklin	
Garfield	-	-	щ	Garfield	
Grant	44	41	45	Grant	
Grays Harbor	72	35	41	Grays Harbor	
Island	35	38	43	Island	
Jefferson	14	27	56	Jefferson	
King	862	1,009	765	King	
Kitsap	104	180	173	Kitsap	
Kittitas	46	13	16	Kittitas	
Klickitat	17	9	12	Klickītat	
Lewis	45	26	정	Lewis	
Lincoln	ന	7	m	Lincoln	
Mason	34	14	34	Mason	
Okanogan	34	21	27	Okanogan	
Pacific	17	Ħ	15	Pacific	
Pend Oreille	80	œ	4	Pend Oreille	
Pierce	419	543	556	Pierce	
San Juan	83	9	9	SanJuan	
Skagit	61	8	11	Skagit	
Skamania	4	7	1	Skamania	
Snohomish	339	422	342	Snohomish	
Spokane	397	400	329	Spokane	
Stevens	25	33	20	Stevens	
Thurston	144	114	115	Thurston	
Wahkiakum	н	7	0	Wahkiakum	
Walla Walla	45	24	41	Walla Walla	
Whatcom	139	117	138	Whatcom	
Whitman	53	19	12	Whitman	
Yakima	188	248	175	Yakima	

જ	Sum of 65+	Column Labels				
ĕ	Row Labels	2017	2018	2019	County 2017	17 20
¥	Adams	30	34	24		34
₽	Asotin	85	121	71	Asotin	92
₩ ;	Benton	875		837	Benton	985
ò	Chelan	319		385	Chelan	363
ö	Clallam	143		234	Clallam	157
ซั	Clark	1,898	2,124	2,060	Clark	2,180
_{റ്}	Columbia	17	23	25	Columbia	18
ដ	Cowlitz	969	8	735	Cowlitz	819
ŏ	Douglas	129	136	130	Douglas	148
굓	Ferry	37	29	25	Ferry	4
Ë	Franklin	122	155	166	Franklin	137
Ö	Garfield	Ħ	2	4	Garfield	2
ច	Grant	216	261	236	Grant	260
Ö	Grays Harbor	292	180	212	Grays Harb	364
IS.	Island	364	348	341	Island	339
Je	lefferson	167	155	181	Jefferson	181
Ż	King	6,739	6,359	6,315	King	7,601
Ξ	Kitsap	1,156	1,021	1,074	Kitsap	1,260
KIL	Kittitas	134	135	169	Kittitas	180
₩	Klickitat	82	81	06	Klickitat	66
Ē	Lewis	420	420	362	Lewis	465
בּ	Lincoln	22	53	22	Lincoln	25
Ž	Mason	232	161	193	Mason	266
Ď.	Okanogan	132	148	171	Okanogan	166
Pa	Pacific	106	72	98	Pacific	123
P.	Pend Oreille	55	53	92	Pend Oreill	63
P.	Pierce	3,356	3,175	3,170	Pierce	3,775
S S	San Juan	70	79	73	San Juan	73
S.	Skagit	616	980	705	Skagit	212
SK .	Skamania	21		33	Skamania	52
5	Snohomish	2,084		2,214	Snohomisi	2,423
Sp	Spokane	2,467	2,248	2,175	Spokane	2,864
ž	Stevens	128	121	126	Stevens	153
₽ :	Thurston	899	936	347	Thurston	1,043
M.	Wahkiakum	4	ហ	7	Wahkiakur	ഗ
A :	Walla Walla	276	227	242	Walla Wall	321
Š :	Whatcom	766	770	395	Whatcom	905
× ;	Whitman	248	227	11	Whitman	7.1.2
ν. Α	Yakima	962	977	866	Yakima	1,150

Total Admissions by County - Adjusted for New

				THE STATE OF
Adams	34	40	62	45.33
Asotin	92	127	80	29.67
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	4	35	30	36.33
Franklin	137	185	192	171,33
Garfield	2	m	S	3.33
Grant	260	302	281	281.00
Grays Hark	364	215	253	277.33
Island	399	386	384	389.67
Jefferson	181	176	202	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	27.1	280	277.57
Lewis	465	476	412	451.00
Lincoln	25	36	23	28.67
Mason	266	175	227	222.67
Okanogan	166	169	198	177.67
Pacific	123	82	113	107.00
Pend Oreil	63	61	69	64.33
Pierce	3,775	3,718	3,726	3,739.67
San Juan	73	85	79	79.00
Skagit	119	728	782	729.00
Skamania	52	22	34	27.00
Snohomisr	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
Wahkiakur	5	7	7	5.33
Walla Wall	321	251	283	285.00
Whatcom	905	887	1,337	1,042.97
Whitman	277	246	88	203.83
Yakima	1,150	1,225	1,173	1,182.67

1736,00 171,67 97,33 451,00 28,67 222,67 177,67 107,00

64.33 3739.67 79.00 729.00 27.00 2679.00

3,726 79 782 34

150.00

1,062

2,556 146

3,058 2,648 151 1,050

3.33 . 281.00 277.33 389.67 188.00

Source: Self-Report Provider Utilization Surveys for Years 2017-2019 Prepared by DOH Program Staff

975.00 203.83 1182.67

1,133 283

251 887 246 1,225

Self-Report Provider Utilization Surveys for Years 2017-2019 Prepared by DOH Program Staff

2020-2021 Hospice Numeric Need Methodology Admissions - Summarized Department of Health

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 agnecies 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.

Envision Hospice - Snohomish County. Approved in November 2019. Default volumes for 2019. Heart of 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.

Washington State Department of Health This organization

Heart of Hospice

is authorized by RCW 70.127 to have a

In Home Services Agency License

To Provide

Operated by: Inspiring Hospice Partners of Oregon LLC

Hood River, OR 97031-1182 407 Portway Ave Ste 201 Located at:

Secretary

Credential Number IHS.FS.60741443

Number of Hospice FTEs

Effective Date 01/01/2021

Expiration Date 12/31/2022

19

INTERCOMPANY MANAGEMENT SERVICES AGREEMENT

This Intercompany Management Services Agreement (hereinafter the "Agreement") is made as of the 1st day of January 2019 by and between Inspiring Hospice Partners of Oregon, LLC dba Heart of Hospice, an Oregon limited liability company ("IHPO") and Inspiring Healthcare Resources, LLC, a Georgia limited liability company ("IHR").

IHR, an affiliate of IHPO, provides management, professional and general administrative support to IHPO, as more specifically set forth herein.

- 1. <u>Scope of Services</u>. IHR agrees to perform the following services for IHPG, identified below:
 - a. Finance and accounting services;
 - b. Legal services;
 - c. Human resources management services;
 - d. IT management services; and
 - e. General back-office administrative services.
- 2. <u>Payment.</u> IHPO shall pay IHR in respect of services rendered under this agreement as follows:
 - a. A monthly service, consulting and management fee representing (i) IHPO's proportionate share (relative to all hospice programs for which IHR provides services) of the invoiced cost of Services provided by third parties to IHPO through IHR and (ii) IHPO's proportionate share (in proportion, according to size, to the other hospice programs for which IHR provides services) of the cost of staffing and operating IHR;
 - b. Billing and payment will occur monthly in arrears;
 - c. Timely Payment: Amounts owed under this agreement shall be due 75-days from the completion of the performance of the services that are the subject of this agreement.
- 3. Compliance with laws. IHR shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local

laws, ordinances and regulations, and all IHPO policies and procedures, applicable to the services to be rendered under this agreement.

- 4. <u>Assignment.</u> IHR shall not assign any of the services covered by this agreement without the express written consent of IHPO.
- 5. <u>Termination</u>. This agreement shall continue for a term of one (1) year, to automatically renew for successive one-year periods in the event that neither party elects to terminate it by providing ten (10) days' notice.
- 6. <u>Governing Law.</u> This agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

IHPG, IHR and the individuals signing on their respective behalves, hereby represent and warrant that the individuals executing this agreement on behalf of IHR and IHPG are duly authorized to execute and deliver this agreement.

INSPIRING HOSPICE PARTNERS OF OREGON, LLC, an Oregon limited liability company

By:

Steve Morris, Administrator

Date

INSPIRING HEALTHCARE RESOURCES, LLC, a Georgia limited liability company

Steve Morris CEO

CENTERS FOR MEDICARE & MEDICAID SERVICES CLINICAL LABORATORY IMPROVEMENT AMENDMENTS CERTIFICATE OF WAIVER

LABORATORY NAME AND ADDRESS HEART OF HOSPICE 2621 WASCO STREET HOOD RIVER, OR 97031

CLIA ID NUMBER 38D1063087

EFFECTIVE DATE

01/04/2021

EXPIRATION DATE 01/03/2023

LABORATORY DIRECTOR SONIA SCHUEMANN MD

Pursuant to Section 353 of the Public Health Services Act (42 U.S.C., 263a) as revised by the Clinical Laboratory Improvement Amendments (GLIA), the above named laboratory located at the address shown hereon (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures.

This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.

(CMS

Amy M. Zale, Acting Director

Division of Clinical Laboratory Improvement & Quality

Quality, Safety & Oversight Group Center for Clinical Standards and Quality

3041 Guita1_120020

- If this is a <u>Certificate of Registration</u>, it represents only the enrollment of the laboratory in the CLIA program and does not
 indicate a Federal certification of compliance with other CLIA requirements. The laboratory is permitted to begin testing
 upon receipt of this certificate, but is not determined to be in compliance until a survey is successfully completed.
- If this is a <u>Certificate for Provider-Performed Microscopy Procedures</u>, it certifies the laboratory to perform only those
 laboratory procedures that have been specified as provider-performed microscopy procedures and, if applicable,
 examinations or procedures that have been approved as waived tests by the Department of Health and Human Services.
- If this is a <u>Certificate of Waiver</u>, it certifies the laboratory to perform only examinations or procedures that have been
 approved as waived tests by the Department of Health and Human Services.

0/11/30gg

Dear Providers,

As a reminder please post your license in a conspicuous location in your facility.

• Satellite Location licenses need to be posted at the physical satellite location.

DMAP providers, please fax a copy of your license to 503-947-5357

If you see any mistakes or have any questions regarding your license please contact 971-673-0540.

Thank you very much, Health Care Regulation and Quality Improvement Staff

AUDIT# 405981

October 26, 2021

EXPIRATION DATE

MO DAY YR

OREGON HEALTH AUTHORITY PUBLIC HEALTH DIVISION HEALTH CARE FACILITY

16-1070

LICENSE NUMBER

Class: **HOSPICE**Multiple location: 1

Inspiring Hospice Partners Of Oregon, LLC

DBA Heart Of Hospice

407 Portway Avenue, Suite 201

Hood River, OR 97031

Issued: 09/08/2020



Health Care Regulation and Quality Improvement 800 NE Oregon Street, Suite 465

Portland, Oregon 97232

971-673-0540 971-673-0556 (Fax)

October 8, 2018

Mr. Steve Morris Heart Of Hospice 2621 Wasco Street Hood River, OR 97031

Dear Mr. Morris:

This letter provides notification that your plan of correction for the Medicare recertification survey and the State relicensing survey, completed on September 12, 2018, has been received, reviewed and accepted by Health Care Regulation and Quality Improvement. A surveyor may contact you by phone or mail regarding any follow-up that may be necessary to assess your implementation of the plan of correction.

Thank you for your cooperation.

Sincerely,

Teri-Ann Stofiel, RN

J. Stoful, RN

Client Care Surveyor

CMS Representative

Oregon Health Authority

Public Health Division

Health Care Regulation and Quality Improvement

If you need this information in an alternate format, please call our office at (971) 673-0540 or TTY 711

Heart of Hospice 2621 Wasco Street, Hood River, OR 97031

Via First Class Mail and Fax 971-673-0556

Health Care Regulation and Quality Improvement 800 NE Oregon Street, Suite 465 Portland, OR 97232 Attn: Teri-Ann Stofiel, RN, Client Care Surveyor

Re: Plan of Correction

Dear Ms. Stofiel,

Enclosed, please find Heart of Hospice's Plan of Correction for the Statement of Deficiencies dated September 18, 2018 and arising out of the Medicare recertification survey and State relicensing survey completed on September 12, 2018.

Please do not hesitate to contact me with any questions you may have.

Edvaoin Waller, COO

Yours sincerely,

PLAN OF CORRECTION

for the

Statement of Deficiencies for the Heart of Hospice Medicare recertification survey and the State relicensing survey completed on September 12, 2018

ID	Summary	Plan of Correction
Prefix	Statement of	
tag	Deficiencies	
1103	AR 333-035-0060 Criminal	Plan for Correcting Deficiency:
	Background Checks Volunteers	All volunteer activity is to cease immediately until current criminal background checks are obtained on all volunteers.
		Procedure for Correcting Deficiency:
The state of the s		All volunteers were notified that volunteer activity was to stop immediately until criminal background checks were completed and on file.
		All volunteers were sent packets with cover letter and copies of the authorizations to conduct the criminal background checks, with directions to complete, sign, and return to the Volunteer Coordinator no later than September 18, 2018. Copies of current drivers' licenses and auto insurance were also requested.
		Once a new CBC is completed, the Volunteer Coordinator will contact each volunteer individually to arrange for an annual review (see Prefix Tag L634). Once both of those steps are completed, the Volunteer Coordinator gives the files to the Administrator for review. Once the Administrator has checked off on the corrections, he will notify the Volunteer Coordinator, who will then provide authorization to resume volunteer activities.
		Monitoring Procedure to ensure Plan of Correction is Effective in Achieving and Maintaining Compliance
		All the Volunteer Department records for Volunteer personnel files have been audited and revamped. A Tracking Sheet showing all required elements of the file (including CBC) is on

the inside front of each file, and must be checked off/initialed as completed.

No volunteer will allowed to begin seeing patients or have access to patient information of any sort until all items have been completed, reviewed by Volunteer Coordinator and signed off by the Administrator.

Going forward, the Volunteer Personnel File will remain in both paper and electronic form, the duplication acting as a back-up system. Both the electronic and paper files are reviewed weekly, to assure that they are complete.

The tracking process for required paperwork (including CBC) has been modified.

- The Trackable file, which tracks all required Volunteer documentation, including Criminal Background Checks and yearly evaluations, has been completely updated. In the future, it will be checked twice a month by the Volunteer Coordinator, and expiring documentation will be requested for renewal a month before expiration.
- The Volunteer Coordinator will get paperwork to and from the volunteers and update the Trackable File as items are completed.
- The Volunteer Coordinator will advise the Administrator of the list of expiring documents on a monthly basis.
- Criminal background checks and annual reviews will both expire and be calendared for renewal on an annual basis.
- If any volunteer's CBC becomes outdated, the volunteer will be suspended from their volunteer activity until the item is completed and up to date.

The title of the person designated as responsible for implementing the plan for the specific deficiency:

The Volunteer Coordinator is the one who will do the primary monitoring and implementation, with oversight from the Administrator.

The completion date for correction of each deficiency cited.
Although each deficiency should be corrected as soon as reasonably possible, the correction date may be up to sixty (60) days from the survey exit date. Permission to take longer than

sixty (60) days to correct deficiencies requiring major construction or remodeling may be granted by this office. A request for such an extension must be submitted in writing and accompany the plan of correction.

All the documentation has been received from the Volunteers who attended a special training on 9/18/18. Only one set of documentation still needs to be turned in by a Volunteer who was not able to attend. Over 50% of the CBC's have been accomplished for the current volunteers; the remainder will be completed by the HR Manager upon her return to the office on October 8, and should be completed no later than 10/31/2018. The appropriate documentation is being filed, both paper and electronically, in the appropriate Volunteer Personnel file or Volunteer Confidential file.

L634 Volunteer orientation and training

Plan for Correcting Deficiency:

All volunteer activity is to cease immediately until current annual reviews are completed on all volunteers.

Procedure for Correcting Deficiency:

All volunteers were notified that volunteer activity was to stop immediately until annual reviews were completed and on file.

Annual reviews for both 2017 and 2018 were conducted and documented for each volunteer during the month of September 2018.

Once annual reviews are current, the Volunteer Coordinator gives the files to the Administrator for review. Once the Administrator has checked off on the corrections, he will notify the Volunteer Coordinator, who will then provide authorization to resume volunteer activities.

Monitoring Procedure to ensure Plan of Correction is Effective in Achieving and Maintaining Compliance

All the Volunteer Department records for Volunteer personnel files have been audited and revamped. A Tracking Sheet showing all required elements of the file (including annual reviews) is on the inside front of each file, and must be checked off/initialed as completed.

No volunteer will allowed to begin seeing patients or have access to patient information of any sort until all items have been completed, reviewed by Volunteer Coordinator and signed off by the Administrator.

Going forward, the Volunteer Personnel File will remain in both paper and electronic form, the duplication acting as a back-up system. Both the electronic and paper files are reviewed weekly, to assure that they are complete.

The tracking process for required paperwork (including CBC) has been modified.

- The Trackable file, which tracks all required Volunteer documentation, including Criminal Background Checks and yearly evaluations, has been completely updated. In the future, it will be checked twice a month by the Volunteer Coordinator, and annual reviews will be scheduled a month before they are due.
- The Volunteer Coordinator will conduct the reviews and update the Trackable File as items are completed.
- The Volunteer Coordinator will advise the Administrator of the list of annual reviews that are due on a monthly basis.
- Criminal background checks and annual reviews will both expire and be calendared for renewal on an annual basis.
- If any volunteer's fails to have a timely annual review, the volunteer will be suspended from their volunteer activity until the item is completed and up to date.

The title of the person designated as responsible for implementing the plan for the specific deficiency:

The Volunteer Coordinator is the one who will do the primary monitoring and implementation, with oversight from the Administrator.

The completion date for correction of each deficiency cited. Although each deficiency should be corrected as soon as reasonably possible, the correction date may be up to sixty (60) days from the survey exit date. Permission to take longer than sixty (60) days to correct deficiencies requiring major construction or remodeling may be granted by this office. A

request for such an extension must be submitted in writing and accompany the plan of correction.

(as of 10/3/2018):

All current volunteers have been through an evaluation process, such evaluations taking place throughout the end of September 2018, so now there are 2018 evaluations placed in each active Volunteer Personnel file.

A note is in each Volunteer Personnel file, attesting that the 2017 evaluations had been completed, but that the actual paperwork cannot be found.

PRINTED: 09/13/2018

REFIX (EACH DEFICIENCY MUST BE PRECEDED BY FULL PREFIX (EACH CORRECTIVE ACTION SHOULD BE COMPILED TAG (FORCE TIVE TIVE ACTION SHOULD BE COMPILED TAG (FORCE		OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:		E CONSTRUCTION		E SURVEY PLETED
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SUMMARY STATEMENT OF DEPICIENCES (EACH DEPICIENCY WAST BE PRECEDED BY PULL AEGULATORY OR LSC IDENTIFYING INFORMATION) 1 000 Initial Comments A state relicensure survey was completed at this agency on 9/12/2018. The agency was surveyed for complement with Oregon Administrative Rule (OAR) Chapter 333, Division 35, Hospice Programs. An entrance conference was held with the Director of Clinical Services and a Patient Care Manager on 9/10/2018 at 0:45 AM. The purpose of the survey and the survey needs were explained. An opportunity was provided for questions, answers, and comments. 1 103 1 AR 333-035-0060 (1 c) Criminal Background Checks Volunteers (c) Volunteers who have direct patient contact or access to patient records. This Rule is not met as evidenced by: Based on interview, and volunteer record review, it was determined the hospice failed to obtain a criminal background check as required for 3 of 3 volunteer records reviewed (Volunteers #1-3). Findings: The review of documentation in the record of Volunteer #1, with a start date of 4/17/2013, failed to show evidence of a criminal background check. The review of documentation in the record of Volunteer #2, with a start date of 8/17/2012, failed	EART		HOOD RIV				
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STATE FORM

Health Care Regulation and Quality Improvement STATEMENT OF DEFICIENCIES (X1) PROVIDER/SUPPLIER/CLIA (X2) MULTIPLE CONSTRUCTION IX3) DATE SURVEY AND PLAN OF CORRECTION IDENTIFICATION NUMBER: COMPLETED A. BUILDING: 16-1070 B. WING 09/12/2018 NAME OF PROVIDER OR SUPPLIER STREET ADDRESS, CITY, STATE, ZIP CODE **2821 WASCO STREET** HEART OF HOSPICE HOOD RIVER, OR 97031 SUMMARY STATEMENT OF DEFICIENCIES (X4) ID PREFIX PROVIDER'S PLAN OF CORRECTION ID PREFIX (XS) COMPLETE DATE (EACH DEFICIENCY MUST DE PRECEDED BY FULL (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE TAG REGULATORY OR LEC IDENTIFYING INFORMATION) TAG DEFICIENCY 1 103 Continued From page 1 1 103 The review of documentation in the record of Volunteer #3, with a start date of 7/13/2015. revealed one criminal background dated 7/17/2015. As of 9/11/2018, a span of greater than 3 years, there was no documentation of a follow up criminal background check in the Mease see altadument. volunteer record. During an interview with Employee #2 on 9/11/2018 at 10:45 AM, he/she indicated that criminal background checks had been done for the volunteers but due to an electronic record transition both the paper and electronic documentation of criminal background checks was lost. 19999 Final Observations 19999 At the completion of the survey on 9/12/2018 an exit conference was held with the Director of Clinical Services and the Bereavement Coordinator. The preliminary findings of the survey were explained. An opportunity was provided for questions, answers, and comments. STATE OF OREGON

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STATE FORM

if continuation sheet 2 of 2

DEPARTMENT OF HEALTH AND HUMAN SERVICES CENTERS FOR MEDICARE & MEDICAD SERVICES

PRINTED: 09/13/2018 FORM APPROVED OMB NO. 0938-0391

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1	provide volunteer ori	aintain, document and antation and training that is ice industry standards.			The state of the s
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FORM CM8-2567(02-99) Previous Versions Obsolete

Event ID: 0W4Z11

Facility ID: ORST0164

If continuation sheet Page 1 of 2

DEPARTMENT OF HEALTH AND HUMAN SERVICES PRINTED: 09/13/2018 FORM APPROVED CENTERS FOR MEDICARE & MEDICAID SERVICES OMB NO. 0938-0391 STATEMENT OF DEFICIENCIES (X1) PROVIDER/SUPPLIER/CLIA (X2) MULTIPLE CONSTRUCTION (X3) DATE SURVEY COMPLETED AND PLAN OF CORRECTION IDENTIFICATION NUMBER: A. BUILDING_ 381554 B. WING 09/12/2018 NAME OF PROVIDER OR SUPPLIER STREET ADDRESS, CITY, STATE, ZIP CODE 2621 WASCO STREET HEART OF HOSPICE HOOD RIVER, OR 97031 SUMMARY STATEMENT OF DEFICIENCIES (X4) ID PREFIX PROVIDER'S PLAN OF CORRECTION (EACH DEFICIENCY MUST BE PRECEDED BY FULL (X6) COMPLETION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE PREFIX TAG REGULATORY OR LSC IDENTIFYING INFORMATION) TAG DATE DEFICIENCY) L 643 | Continued From page 1 L 643 undated. Documentation in the "PROCEDURES:" section included the statement "1. Each active volunteer is evaluated annually in the following areas:...". The review of documentation in the record of Volunteer #1 revealed a start date of 4/17/2013. Documentation in the record included one evaluation dated 5/13/2015. Please see attachment. The review of documentation in the record of Volunteer #2 revealed a start date of 8/17/2012. Documentation in the record included evaluations dated "2015", 5/4/2016 and 5/17/2018, The review of documentation in the record of Volunteer #3 revealed a start date of 1/13/2015. Documentation in the record failed to include any evaluations. During an interview with Employee #2 on 9/11/2018 at 10:45 AM, he/she indicated that volunteer evaluations had been done but due to an electronic record transition both the paper and electronic documentation of the evaluations was lost. L9999 **FINAL OBSERVATIONS** L9999 At the completion of the survey on 9/12/2018 an exit conference was held with the Director of Clinical Services and the Bereavement Coordinator. The preliminary findings of the survey were explained. An opportunity was provided for questions, answers, and comments.

FORM CM8-2567(02-99) Previous Versions Obsolete

Event ID:0W4Z11

Facility ID: ORST0164

If continuation sheet Page 2 of 2



Health Care Regulation and Quality Improvement 800 NE Oregon Street, Suite 465 Portland, Oregon 97232 971-673-0540 971-673-0556 (Fax)

September 18, 2018

Mr. Steve Morris Heart Of Hospice 2621 Wasco Street Hood River, OR 97031

Dear Mr. Morris:

Enclosed is the Statement of Deficiencies for the Medicare recertification survey and the State relicensing survey completed on September 12, 2018.

You must complete and sign the Plan of Correction and return it to our office within ten (10) calendar days of your receipt of this letter. Please keep a copy for your files. The plan of correction must include the following information for each deficiency cited:

- 1. The plan for correcting the specific deficiency. The plan should include specific corrective actions and should address the processes that caused or contributed to the deficient practice;
- 2. The procedure(s) for implementing the plan for the specific deficiency;
- 3. The monitoring procedure(s) to ensure the plan of correction for the specific deficiency is effective in achieving and maintaining compliance with the regulatory requirements;
- 4. The title of the person designated as responsible for implementing the plan for the specific deficiency; and
- 5. The completion date for correction of each deficiency cited. Although each deficiency should be corrected as soon as reasonably possible, the correction date may be up to sixty (60) days from the survey exit date. Permission to take longer than sixty (60) days to correct deficiencies requiring major construction or remodeling may be granted by this office. A request for such an extension must be submitted in writing and accompany the plan of correction.

Please note that the administrator's signature and the date signed must be recorded on Page 1 of both the Statement of Deficiencies/Plan of Correction Form CMS-2567 and the State Form.

If you have any questions, please call our office at (971) 673-0540. Thank you for your cooperation.

Sincerely,

J. Stogiel, ED

Teri-Ann Stofiel, RN
Client Care Surveyor
CMS Representative
Oregon Health Authority
Public Health Division
Health Care Regulation and Quality Improvement

Enclosures

If you need this information in an alternate format, please call our office at (971) 673-0540 or TTY 711

PRINTED: 09/13/2018 FORM APPROVED OMB NO. 0938-0391

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	was completed at the agency was surveyed CFR Conditions of I 418. An entrance confered Director of Clinical Standard on 9/10/20 of the survey and the explained. An opportunitions and abbrough CFR - Code of Feder TRAINING CFR(s): 418.78(a) The hospice must make the provide volunteer of consistent with hospical This STANDARD is Based on interview,	eviations:	L 643			
	failed to provide volu consistent with hosp providing annual cor	inteer training that is ice industry standards by not inpetency evaluations per of 3 volunteer records				
	Findings:					
	number HR.V15, title	e policies included policy ed "VOLUNTEERS - 'ALUATION" which was				
BORATORY	DIRECTOR'S OR PROVIDE	R/SUPPLIER REPRESENTATIVE'S SIGNA	ATURE	TITLE		(X6) DATE

Any deficiency statement ending with an asterisk (*) denotes a deficiency which the institution may be excused from correcting providing it is determined that other safeguards provide sufficient protection to the patients. (See instructions.) Except for nursing homes, the findings stated above are disclosable 90 days following the date of survey whether or not a plan of correction is provided. For nursing homes, the above findings and plans of correction are disclosable 14 days following the date these documents are made available to the facility. If deficiencies are cited, an approved plan of correction is requisite to continued program participation.

DEPARTMENT OF HEALTH AND HUMAN SERVICES CENTERS FOR MEDICARE & MEDICAID SERVICES

PRINTED: 09/13/2018 FORM APPROVED OMB NO. 0938-0391

	T OF DEFICIENCIES OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	120 5	LTIPLE CONSTRUCTION DING	(X	(3) DATE SURVEY COMPLETED
		381554	B. WING			09/12/2018
	PROVIDER OR SUPPLIER OF HOSPICE			STREET ADDRESS, CITY, STATE, ZIP (2621 WASCO STREET HOOD RIVER, OR 97031	CODE	
(X4) ID PREFIX TAG	(EACH DEFICIENCY	TEMENT OF DEFICIENCIES MUST BE PRECEDED BY FULL SC IDENTIFYING INFORMATION)	ID PREFI TAG		N SHOULD BE	
L 643	undated. Documentation in the	ge 1 ne "PROCEDURES:" section ent "1. Each active volunteer	L6	543		
	is evaluated annuali The review of docur Volunteer #1 reveals	y in the following areas:". mentation in the record of ed a start date of 4/17/2013.				
	evaluation dated 5/1	e record included one 3/2015. nentation in the record of				
	All the properties of the second of the seco	ed a start date of 8/17/2012. e record included evaluations 116 and 5/17/2018.				
	Volunteer #3 reveale	nentation in the record of ed a start date of 1/13/2015. e record failed to include any				
	9/11/2018 at 10:45 A volunteer evaluations an electronic record	with Employee #2 on M, he/she indicated that s had been done but due to transition both the paper and ation of the evaluations was				
L9999	FINAL OBSERVATION		L999	99		
		the survey on 9/12/2018 an held with the Director of the Bereavement				
		ngs of the survey were tunity was provided for and comments.				

Health Care Regulation and Quality Improvement STATEMENT OF DEFICIENCIES (X1) PROVIDER/SUPPLIER/CLIA (X2) MULTIPLE CONSTRUCTION (X3) DATE SURVEY AND PLAN OF CORRECTION IDENTIFICATION NUMBER: COMPLETED A. BUILDING: ___ B. WING _ 16-1070 09/12/2018 NAME OF PROVIDER OR SUPPLIER STREET ADDRESS, CITY, STATE, ZIP CODE **2621 WASCO STREET** HEART OF HOSPICE HOOD RIVER, OR 97031 SUMMARY STATEMENT OF DEFICIENCIES PROVIDER'S PLAN OF CORRECTION (X4) ID (X5) COMPLETE (EACH DEFICIENCY MUST BE PRECEDED BY FULL PREFIX PREFIX (EACH CORRECTIVE ACTION SHOULD BE REGULATORY OR LSC IDENTIFYING INFORMATION) TAG CROSS-REFERENCED TO THE APPROPRIATE DATE TAG DEFICIENCY) 1 000 Initial Comments 1 000 A state relicensure survey was completed at this agency on 9/12/2018. The agency was surveyed for compliance with Oregon Administrative Rule (OAR) Chapter 333, Division 35, Hospice Programs. An entrance conference was held with the Director of Clinical Services and a Patient Care Manager on 9/10/2018 at 9:45 AM. The purpose of the survey and the survey needs were explained. An opportunity was provided for questions, answers, and comments. 1 103)AR 333-035-0060 (1 c) Criminal Background 1 103 Checks Volunteers Volunteers who have direct patient contact or access to patient records. This Rule is not met as evidenced by: Based on interview, and volunteer record review. it was determined the hospice failed to obtain a criminal background check as required for 3 of 3 volunteer records reviewed (Volunteers #1-3). Findings: The review of documentation in the record of Volunteer #1, with a start date of 4/17/2013, failed to show evidence of a criminal background check. The review of documentation in the record of Volunteer #2, with a start date of 8/17/2012, failed to show evidence of a criminal background check. STATE OF OREGON

ABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE

TITLE

(X6) DATE

STATE FORM

0W4Z11

If continuation sheet 1 of 2

Health Care Regulation and Quality Improvement STATEMENT OF DEFICIENCIES (X1) PROVIDER/SUPPLIER/CLIA (X2) MULTIPLE CONSTRUCTION (X3) DATE SURVEY AND PLAN OF CORRECTION IDENTIFICATION NUMBER: COMPLETED A. BUILDING: B. WING 16-1070 09/12/2018 NAME OF PROVIDER OR SUPPLIER STREET ADDRESS, CITY, STATE, ZIP CODE **2621 WASCO STREET HEART OF HOSPICE** HOOD RIVER, OR 97031 SUMMARY STATEMENT OF DEFICIENCIES (X4) ID PROVIDER'S PLAN OF CORRECTION PRÉFIX (EACH DEFICIENCY MUST BE PRECEDED BY FULL **PREFIX** (EACH CORRECTIVE ACTION SHOULD BE COMPLETE REGULATORY OR LSC IDENTIFYING INFORMATION) TAG CROSS-REFERENCED TO THE APPROPRIATE TAG DATE DEFICIENCY) 1 103 | Continued From page 1 1 103 The review of documentation in the record of Volunteer #3, with a start date of 7/13/2015. revealed one criminal background dated 7/17/2015. As of 9/11/2018, a span of greater than 3 years, there was no documentation of a follow up criminal background check in the volunteer record. During an interview with Employee #2 on 9/11/2018 at 10:45 AM, he/she indicated that criminal background checks had been done for the volunteers but due to an electronic record transition both the paper and electronic documentation of criminal background checks was lost. 19999 Final Observations 19999 At the completion of the survey on 9/12/2018 an exit conference was held with the Director of Clinical Services and the Bereavement Coordinator. The preliminary findings of the survey were explained. An opportunity was provided for questions, answers, and comments.

STATE OF OREGON STATE FORM

6899

0W4Z11

If continuation sheet 2 of 2

PRINTED: 10/04/2017

COPY

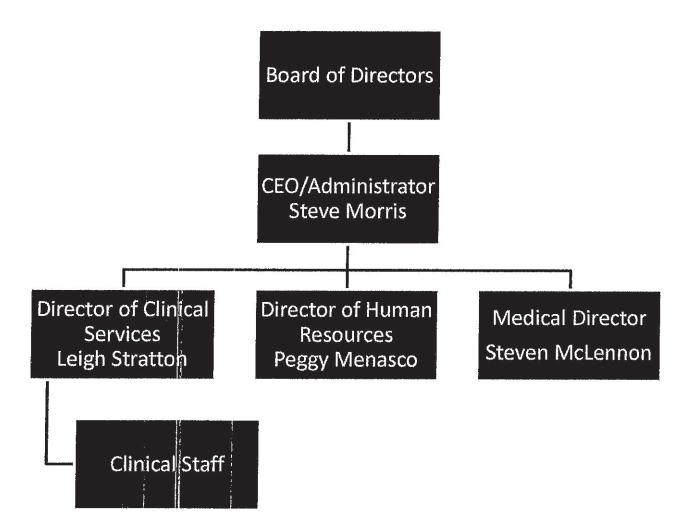
FORM APPROVED State of Washington STATEMENT OF DEFICIENCIES (X1) PROVIDER/SUPPLIER/CLIA (X2) MULTIPLE CONSTRUCTION (X3) DATE SURVEY > PLAN OF CORRECTION **IDENTIFICATION NUMBER:** COMPLETED A. BUILDING: B. WING 012527 10/04/2017 NAME OF PROVIDER OR SUPPLIER STREET ADDRESS, CITY, STATE, ZIP CODE **2621 WASCO ST** HEART OF HOSPICE **HOOD RIVER, OR 97031** SUMMARY STATEMENT OF DEFICIENCIES PROVIDER'S PLAN OF CORRECTION (X4) ID (EACH DEFICIENCY MUST BE PRECEDED BY FULL PREFIX PREFIX (EACH CORRECTIVE ACTION SHOULD BE COMPLETE REGULATORY OR LSC IDENTIFYING INFORMATION) TAG TAG CROSS-REFERENCED TO THE APPROPRIATE DATE DEFICIENCY) Z ODD **Initial Comments** Z 000 During the on-site relicensing survey conducted on October 2-4, 2017 at Heart of Hospice, Hood River, OR - IHS #60741443, the Washington State Department of Health survey staff reviewed WAC 246-335 for the category of HOSPICE. The Department survey staff found Heart of Hospice to be in compliance. The survey was conducted by: Patricia Terry MPA, RN Patricia Terry MPA, RN WA State Department of Health Office of Investigation and Inspection PO Box 47874 Olympia, WA 98504-7874 Phone 360-236-2921 a Form 2567 YTORY DIRECTOR'S OR PROVIDE (X6) DATE VSUPPLIER REPRESENTATIVE'S SIGNATURE 1014 72017

QB4V11

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if continuation sheet 1 of 1

Inspiring Hospice Partners d/b/a Heart of Hospice



If the Administrator is not available Director of Clinical Services will be authorized to act in place of the Administrator.



January 21, 2021

To Whom it May Concern:

asalee Chabott

Heart of Hospice accounts with First Interstate Bank has a combined balance in all of the accounts of \$2,400,000.00.

Sincerely,

Karalee Chabotte First Interstate Bank VP, Retail Manager

Bingen

NMLS# 1659028



January 19, 2021

Washington State Certificate Need Program

To Whom It May Concern:

This letter serves notice that Heart of Hospice is fully committed to seeking the CN project to completion. Heart of Hospice has the financial resources to fully execute this CN project for Thurston and Pierce counties.

Respectfully,

Steve Morris, CEO Heart of Hospice Olympia, Washington 98504

1/20/2021

Subject: Credential Verification

To Whom It May Concern:

This verifies the status of the Physician And Surgeon License for McLennon, Stephen Alfred.

This site is a Primary Source for Verification of Credentials.

Credential Number:	MD60823639	
Credential Type:	Physician And Surgeon License	
First Credential Date:	12/06/2018	
Last Renewal Date:	02/20/2019	
Credential Status:	ACTIVE	
Current Expiration Date:	03/11/2021	
Enforcement Action:	No	

The Washington Department of Health presents this information as a service to the public.

The absence or presence of information in this system does not imply any recommendation, endorsement, or guarantee of competence of any health care professional, the mere presence of such information does not imply a practitioner is not competent or qualified.

This site provides disciplinary actions taken and credentials denied for failure to meet qualifications. If the Enforcement Action is listed as a No, there has been no disciplinary action. It allows viewing and downloading of related legal documents since July 1998. Contact our Public Disclosure Office at pdc.doh.wa.gov for information on actions before July 1998. This information comes directly from our database. It is updated daily.

INSPIRING HEALTHCARE RESOURCES

Job Description Medical Director

Job Summary

The Hospice Medical Director is responsible for providing clinical leadership and expertise to the hospice IDG, for the purpose of improving patient medical care and palliation. The Medical Director will facilitate a culture of collaboration among all medical and nursing staff involved with hospice patient care, build relationships with referring PCPs to ensure integration of primary and palliative medicine and with community specialists as needed. The Hospice Medical Director will identify opportunities to improve care delivery, use resources effectively, and comply with legal, regulatory and clinical policies and procedures.

Qualifications, Education, Training and Experience (including licenses or certifications):

MD/DO degree, current license (in good standing) and board certification in family practice or internal medicine. Certification in hospice and palliative medicine desirable. A minimum of one year hospice work experience, or completion of a hospice medical director training program. Experience with medical ethics and quality improvement methodology preferred. A valid driver's license, car insurance and dependable car required.

Essential Functions and Responsibilities

- The Hospice Medical Director is an integral part of the interdisciplinary group and attends IDG meetings as scheduled, acting as a medical resource for the team, guiding the work of those who provide direct medical services (RN, NP, PA, LPN, CNA), and assuring compliance with medical standards of care for hospice.
- Certifies that the patient meets the medical criteria for hospice admission based upon available diagnostic and prognostic indicators, related diagnoses if any, current subjective and objective medical findings, current medication and treatment orders, information about the medical management of any of the patient's medical conditions unrelated to the terminal illness.
- Maintains current knowledge of the latest research and trends in hospice care and pain/symptom management.
- Re-certifying patients, as appropriate, for continuation of the Medicare Hospice Benefit at the appropriate levels of care.
- Assures overall continuity of hospice medical services.
- Assures that the patient receives appropriate measures to control uncomfortable symptoms.
- Assures physician representation and participation in the development of a patient's hospice plan of care.
- In conjunction with the hospice team, Medical Director participates in family meetings to educate patients and families on medical conditions and the pros and cons of treatments or medications.
- Consults with the patient's PCP as needed regarding eligibility for hospice care, pain and symptom control.
 Complements attending physician care.
- Provides direct medical care to hospice clients when necessary.
- Documents care provided in the patient's clinical record providing evidence of progression of the end-stagedisease process.
- Provides coverage and support 24x7. Available ad hoc to support and consult with other team members and to assist them as needed to communicate with other physicians.

- Provides clinical leadership in the development and review of clinical protocols and processes that support
 appropriate referral and consistent, quality care.
- Actively participates in the organization-wide Quality Assessment and Performance Improvement (QAPI)
 Plan.
- Provides outreach and education to community physicians, other community agencies and health care setting as needed.
- Participates in resolution of interpersonal conflict and issues of clinical and ethical concerns.
- Participates in the development and updating of patient care policies and emergency procedures.

Working Conditions

- There may be a fluctuating work load with periods of stress and deadlines.
- May be exposed to blood, body tissue and fluids, as well as other hazardous waste materials.
- May be exposed periodically to physical injury, burns, noise, environmental stress, and some electrical hazards.

Physical Requirements

- Regularly lift and/or move up to 10 pounds, frequently lift and/or move up to 20 pounds, and occasionally lift and/or move up to 40 pounds.
- Perform repetitive tasks and/or motions; have good manual dexterity and good eye-hand-foot coordination
- Distinguish colors and have clarity of vision with or without corrective lenses at all times
- Able to hear alarms, telephone, and normal speaking voice

The above statements are intended to describe the general nature and level of the work being performed by people assigned to this work. This is not an exhaustive list of all duties and responsibilities associated with it. It is understood that all employees support the inspiring Healthcare Resources philosophy of care and I agree to this. Inspiring Healthcare Resources reserves the right to amend and change responsibilities to meet business and organizational needs. My signature below indicates that I have read and received a copy of it.

Employee Signature:

Company Representative:

Date: 01/02/2017

Date: 01/02/2017

HOSPICE DME SERVICES AGREEMENT

This agreement is effective as of 9/1/19 between Inspiring Hospice Partners of Oregon, LLC dba Heart of Hospice herein referred to as "Hospice", located at 2621 Wasco St, Hood River, OR 97031 (but from and after December 1, 2019, 307 Portway Ave., Hood River, OR 97031) and 1042 NW Norman Ave, Suite 212, Gresham, OR 97030, and Norco, Inc herein referred to as "Norco" with service location at 333 Cherry Heights Rd, The Dalles, OR 97058333 Cherry Heights Rd, The Dalles, OR 97058333 Cherry Heights Rd, The Dalles, OR 97058, and corporate office located at 1125 W. Amity Rd, Boise, ID 83705.

WHEREAS,

Both parties wish to establish a coordinated program for the supply of durable medical equipment ("DME") and related services (together with DME, the "Equipment and Services") to Hospice's patients by Norco, which conforms to the standards of applicable licensing, accrediting and regulatory bodies. The parties hereby agree that:

1) Hospice will:

- a) Ensure patient eligibility for hospice services, manage patient medical care and submit timely equipment delivery requests and pick-ups to Norco;
- b) Coordinate discharge planning with physician, patient, and Norco, including providing written notice to Norco of equipment pick-up due to patient discharge or expiration.
- c) Pay Norco monthly in accordance with this agreement.
- d) Limit requests for DME on nights, weekends and holidays to cases of urgent medical need.
- e) Make reasonable efforts to coordinate delivery requests so as to maximize utilization of Norco resources.
- f) Maintain a physician's order for services in the patient's Hospice file.
- g) Provide copies of physicians' orders for Equipment and Services to Norco within one (1) business day of a request.
- h) In the event of patient discharge from Hospice, reasonably assist in in providing documentation required to qualify patients for requested continued services through their insurance company.

2) Norco will:

- a) Deliver and pick up durable medical equipment in accordance with Hospice orders.
- b) Provide Equipment and Services in accordance with each patient's Plan of Care, as communicated by the Hospice;
- c) Educate/instruct the patient(s) and caregiver(s) regarding Equipment and Services, such that the patient(s) and caregiver(s) are able to demonstrate appropriate use of Equipment and Services to the satisfaction of the Hospice.
- d) Perform routine and preventative maintenance on Equipment in accordance with equipment manufacturer recommendations, and ensure that the Equipment is operating in a safe manner and suitable for the use intended in the patient's environment.
- e) Perform services according to its policies and procedures, which are:
 - 1. Consistent with the hospice philosophy,
 - 2. Under currently accepted standards of care,
 - 3. Reasonably necessary to implement this agreement.
- f) Be available 24-hours/day, 7 days a week for coordination of Hospice ordered Equipment and Services.
- g) Respond to orders same day, unless other arrangements are agreed to with Hospice.
- h) Respond to urgent requests of Hospice in the most time sensitive manner possible.



 Notify the Hospice of all allegations, received by Norco, of mistreatment, neglect or abuse of a Hospice patient or misapproprlation of any Hospice patient's property.

3) Quality of Care; Compliance with Laws and Regulations.

Both parties agree to provide qualified personnel and services which meet the requirements of

- a) Applicable federal and state laws, rules and regulations,
- b) the requirements of each party's accrediting body
- c) conditions of participation for hospice agencies, and
- d) Hospice and Norco policies.

Upon request, each party will make available to the requesting party, data related to services provided under this Agreement, or Amendment to this Agreement executed in accordance with the terms herein, including personnel competency assessments and reports related to provided contracted services, policies and procedures or in-service documentation.

Norco meets the Medicare DMEPOS Supplier quality and accreditation standards, and will continue to do so throughout the Term.

Norco will obtain, and maintain current, a criminal background check on each Norco employee or contractor coming into direct contact with Hospice patients or caregivers, or having access to patient records, in connection with the provision of Services and Equipment.

4) Insurance.

Hospice and Norco agree to maintain appropriate general liability, professional liability, worker's compensation and employer liability insurance for their respective operations in accordance with minimal federal and state law regulations, but at no time shall the terms or coverage amounts be less than \$1,000,000.00 per claim and \$3,000,000 aggregate. If either party cancels any applicable insurance policies, the canceling party will notify the other party of the cancellation within 5 business days.

5) Force Majeure.

In the event that either party's business operations are substantially interrupted by acts of war, fire, labor strike, insurrection, riots, earthquakes, or other acts of nature of any cause that is beyond that party's reasonable control, then that party shall be relieved of its obligations only as to those affected operations and only as to those affected portions of this Agreement, or Amendment to this Agreement executed in accordance with the terms herein, for the duration of such interruption.

6) Indemnification.

Each party (the "Indemnifying Party") agrees to indemnify and hold harmless the other party, its affiliates and users of its products and services (the "Indemnified Party"), from and against all claims, liability, loss, damage and associated costs, including attorneys' fees, arising out of the Indemnifying Party's products and services and the acts of the Indemnifying Party's agents and employees.

7) Government Access

Both parties agree to allow the Secretary of Health and Human Services access to their books, documents, and records necessary to verify the nature and extent of the costs of the services provided:



- During a four-year period after the contractor rendered \$10,000 in services over 12 months
- II) For contracts entered or automatically renewable after December 5, 1980.

8) Assignments of Rights.

It is mutually agreed and understood that neither party shall be permitted to assign any rights or obligations under this Agreement, or Amendment to this Agreement executed in accordance with the terms herein, without written and signed consent of both parties, provided, however, at such consent with not be unreasonably withheld.

9) Reimbursement.

- a) Hospice shall bear full financial responsibility for all hospice services ordered and furnished by Norco.
- b) If rental equipment is lost, stolen, irreparably damaged or otherwise unrecoverable, Hospice is responsible for replacement cost at actual cost to Norco.
- c) Invoices shall be submitted by Norco to Hospice on a monthly basis, but no longer than 45 days from service date.
- d) Hospice will make payment on undisputed invoices within 30 days of receipt of invoice.
- e) Pricing and payment shall be in accordance with Attachment A and any Amendment to this Agreement.

10) Confidentiality,

Both parties shall comply with HIPAA and all other Federal and State laws and regulations regarding patient privacy. Further, each party shall maintain the confidentiality of the other's proprietary information, including, without limitation, pricing and rates, trade secrets, know-how and any other business information which is of value to the contracting party and not generally known to its competitors.

11) Records.

Norco and Hospice shall retain complete records for each Hospice patient who received Equipment or Services under this agreement for seven years from the date of discharge of such Hospice patient, or such other time period as required by applicable federal and state law.

12) Use of Brand.

Neither party shall have the right to use the name, symbol, trademarks, or service marks of the other party ("Intellectual Property") in advertising or promotional materials, without written approval of the owner of the Intellectual Property.

13) Non-Discrimination.

Both parties shall comply with applicable Federal, State and local laws, rules and regulations with respect to provision of goods and services on a non-discriminatory basis. Neither party shall discriminate in employment or provision of services with respect to age, race, color, religion, military status, sexual orientation, national origin or disability.

14) Governing Law.

This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the state of Idaho.

15) Amendments and Notices.

After the Initial Term, this Agreement shall automatically renew annually, unless terminated in accordance with Section 17, Termination. Any written notices and amendments under this agreement shall be sent certified mail to the Notices address within this agreement or superseding amendments.

16) Validity.

Agreement by both parties or any adjudicating body to any part of this Agreement being unenforceable or invalid shall not invalidate the entire contract.

17) Term and Termination.

The terms of this Agreement shall be in effect for the Initial Term of four (4) months from the Effective Date, at which time it will automatically renew for successive one (1) year terms (each, a "Renewal Term") unless amended in writing, signed by both parties, or unless either party

- (i) notifies the other in writing, on or before the expiration of the Initial Term, that for each Renewal Term, Attachment B pricing shall govern the Agreement (such notice, an "Itemized Pricing Notice"). In such case, this Agreement shall renew for successive Renewal Terms using the itemized pricing set forth in Exhibit B, or
- (ii) gives notice of termination as specified within the Termination terms of this Agreement or Amendment to this Agreement.

Termination. This Agreement may be terminated as follows:

- a) With or Without Cause. This Agreement may be terminated by either party for any reason after the Initial Term upon 30 days prior written notice to the other party.
- b) Mutual Written Consent. This Agreement may be terminated at any time after the Initial term upon written agreement of the parties.
- c) <u>Insolvency</u>. Either party may immediately terminate this Agreement upon the insolvency or bankruptcy of or the appointment of a received for the other party.
- d) Effect of Termination. This Agreement shall be of no further force or effect as of the date of termination except that each Party shall remain responsible for any obligations or liabilities arising from activities carried on by said Party or its agents or employees in accordance with the provisions hereof during the period this Agreement was in effect. This paragraph shall survive termination of this Agreement.

18) NOTICES.

All notices required or provided for under this Agreement shall be in writing, and shall be sent by certified or registered mall, or by overnight delivery service which requires a receipt, addressed to the Partles' respective addresses below.

Notices: <u>Inspiring Hospice Partners of</u> Oregon, LLC dba Heart of Hospice

Attention: Eadaoin Waller

307 Portway Ave., Hood River, OR 97031
Email eadaoin.waller@inspiringhospice.com

Phone: 706-850-0900

Notices: Norco, Inc

Attention: ATTN: EVP, Medical - Contracts

1125 W. Amity Rd. Boise, ID 83705

Email: brents@norco-inc.com

Phone: (208) 336-1643

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

INSPIRING	HOSPICE	PARTI	IERS OF
OREGON, LL			

Ву:

Date:

NORCO, INC

Ву:

Date:

ATTACHMENT A

Norco will issue Hospice with a monthly invoice, based on the following pricing:

For a fee of [\$157.00 x the Hospice's Average Daily Census number for the involced month (as reported by the Hospice's electronic medical record, Consolo, within five (5) days of the end of the calendar month to be invoiced)], Norco shall fulfil the Hospice patients' needs for the following durable medical equipment in accordance with the terms of the Agreement. Equipment outside of this list shall be provided to Hospice with Norco's standard pricing, discounted by 15%. For the parties' information, the monthly per-ADC fee was negotiated when the Hospice's ADC was approximately 54.5.

Norco will not charge delivery, consultation or any other fees in respect of its provision of equipment and services to the Hospice pursuant to the Agreement, beyond what is specifically set forth in this Attachment A

Alternating Pressure Pump
Bed - full electric
Bed - Semi electric
Concentrator 0-5Imp
Concentrator 0-10Ipm
Liquid O2 Companion
Liquid O2 reservoir
Low Air loss mattress, Standard

Nebulizer

Over Bed Table

Patient Lift
Portable O2 unit (emed regulator and cart
Portable O2 unit (emed regulator, cart and conservor)
Suction Pump Oral
Trapeze Bar

Trapeze bar

Bariatric Wheelchair

Wheelchair/Manual

Transport Wheelchair/Reclining Wheelchair/Lightweight wheelchair

Wheelchair cushions

Portable O2 Cylinder

Liquid Stationery Unit

Liquid Portable Unit

Liquid O2 (per lb)

Respiratory therapist, hourly

H Cylinder Oxygen Fill

H Cylinder Rental

Commode

Bariatric commode

Delivery Fees:

Multiple Delivery Fees

MED657 Revision 8 29 2019



Equipment relocation after initial set up

On-Call Services

Quick response

Out of area mileage

Shower Chair

CPAP Machine

BIPAP Machine

Feeding Pump

Bariatric walker

Aerosol Mask

APP Pad

Cannula

Condesnation Trap

Commode Pail

Connecting Tubing

Ear Wraps

O2 humidifier bottle

Liquid Oxygen contents

Mattress cover

Nebulizer plastic Ts

Nebulizer Medication dub

Ox Mask

Suction Bottle

Suction connecting tubing

Suction tubing 6"

Yankeur Tip

Commode

Raised toilet seat

Transfer bench

Shower chair with back

Oxygen KM

M-rail bed rail

Walker front wheeled

Egg

Crate



ATTACHMENT B

A billing statement showing all Norco charges for the previous month, in generally the format set forth below showing

- the name of the patient to whom each piece of equipment/service was provided
- the start date of service for such patient
- the end date of service for such patient
- a description of the service or equipment provided,

shall be provided to Hospice each month.

Equipment and services shall be priced in accordance with the following pricing list. Equipment outside of this list shall be provided to Hospice with Norco's standard pricing, discounted by 15%.

Supplifre and Quees	Heart of H	ospice
PRICING SCHEDULE		
DME Equipment Rentals	Monthly R	land
-Alternating Pressure PumpBed - Full Electric		-
-Bed - Full Electric	\$20.00	* 4
-Bed - Full Electric Bed - Semi Electric Commode (stationary)	\$175.00	le le
-Commode (stationary)	\$100.00	200
—Commode (stationary) —Concentrator 0-5LPM	\$20.00	*
	\$100.00	* 2
	\$150.00	* "
-Mattress, Low Air Loss, premium (MA95, TurnQ)	\$450.00	
	\$300.00	
	\$15.00	* *
- Over Bed Table Patient Lift Portable O2 Linit (F. Med Booklakes (Cont.)	\$9.00	L
-Portable 02 Unit /F Med Populates / Comb	\$75.00	*
-Portable O2 Unit (E Med Regulator / Cart)Portable O2 Unit (with conserver)	\$25.00	* *
-Suction Pump (Oral)	\$25.00	* 2-
-Trapeze BarWalker (folding or wheeled)	\$30.00	*
-Walker (folding or wheeled)	\$10.00	
-Wheelchair (Non-Fiertric)	\$10.00	
-Wheelchair (Non-Electric)* These items may require disposable cumplion and in the desired control of the de	\$30.00	2
* These items may require disposable supplies not included in the price of rental. Norco on these purchased items.	will extend a dis	count

⁽Bes)

Oxygen	C	ost
-M6M Cylinder	\$8.0	0 each+
Additional Delivery Fees		0 each+
-Initial set-up	Co	St
-Initial set-upOn going deliveryEquipment relocation after initial set up (includes pickups/setups)Additional charges for on-call services or after hoursAdditional quick response charges Norco will respond to all requests with same day service unless Hospice otherwise directs received after hours (5PM), on weekends, or holidays will be subject to On Call Charges. Norco will prioritize all referrals/deliveries/pick-ups based upon: patient needs, order of cavailable resources, etc. If an unusual time is needed to fulfill the request, a Quick Response apply. Norco will inform Hospice if they cannot achieve the requested time for any reason	alls coming	

This Pharmacy Services Agreement (the "Agreement") dated as of June 12, 2018, is between Inspiring Healthcare Resources ("Hospice" or "Client"), and Optum Hospice Pharmacy Services, LLC ("Optum"). This Agreement shall be effective as of the date which is fifteen (15) business days after full execution under this Agreement (the "Effective Date").

1. Definitions.

- (a) "Average Wholesale Price" or "AWP" means the average wholesale price as reported by the Identified Cost Source as of the date a Prescription is filled.
- (b) "Copayment", "Coinsurance", or "Deductible" (collectively, "Copayment" or "Copay") means the amount, other than premiums, which a Patient is required to pay for certain Prescriptions under a Plan. A Copayment may be either a specified dollar amount or a percentage of eligible expenses.
- (c) "Dispensing Pharmacy" means a pharmacy that has entered into an agreement with Optum under which the pharmacy has agreed to provide Prescriptions and related services to Patients and to comply with applicable regulatory requirements. HospiMail Dispensing Pharmacies are deemed to be Dispensing Pharmacies.
- (d) "Governmental Authority" means the Federal government, any state, county, municipal or local government or any governmental department, political subdivision, agency, bureau, commission, authority, body or instrumentality or court that regulates the applicable party's activities or operations.
- (e) "Identified Cost Source" means the underlying cost source such as AWP or WAC identified by a nationally recognized drug price publication that Optum may designate from time to time. As of the Effective Date, the Identified Cost Source is MediSpan.
- (f) "Laws" means all applicable common law and any and all state, Federal or local statutes, ordinances, codes, rules, regulations, restrictions, orders, procedures, standards, directives, guidelines, instructions, bulletins, policies or requirements enacted, adopted, promulgated, applied, followed or imposed by any Governmental Authority, as amended, modified, revised or replaced, interpreted or enforced by any Governmental Authority, as applicable to each respective party.
- (g) "Patient" means an individual actively enrolled in a hospice program or that is otherwise eligible for hospice care, who is a patient of Client.
- (h) "Plan" means a drug plan created by or in conjunction with Client that describes the Prescription drug coverage or other pharmaceutical benefits for a Patient.
- (i) "Prescription" means a lawful written, electronic or verbal order for medication of a health care practitioner licensed to prescribe medication. Prescriptions may also include drugs that are commonly available and dispensed "Over the Counter (OTC)" or ancillary medical supplies such as syringes.
- (j) "Wholesale Acquisition Cost" or "WAC" means the wholesale acquisition cost of a Prescription drug, as reported by the Identified Cost Source as of the date a Prescription is filled.
- 2. Obligations of Optum. Optum shall manage Client's Prescription benefit administration, consisting of the provision of the following products and services ("Services") in accordance with the Plan design features communicated by Client to Optum in writing:

(a) Pharmacy.

- (i) Provide a network of Dispensing Pharmacies to service Patients;
- (ii) Process electronic Prescription drug claims and make payments to Dispensing Pharmacies;
- (iii) Process paper claims and make payments to pharmacies; and
- (iv) Make reasonable efforts so that Prescription drugs are routinely available twenty-four (24) hours per day, seven (7) days per week.
- (b) Customer Service. Operate toll-free customer service lines available to Client and Dispensing Pharmacies twenty-four (24) hours a day, seven (7) days a week.
- (c) Formulary. At the election of Client,
 - (i) Optum will provide Client with the standard Optum Formulary, as well as any subsequent revisions. Such Formulary is the list of prescription drugs and medications as determined by the Optum Pharmacy & Therapeutics Committee recommended by Optum to Client for regular use and which will be dispensed through network pharmacies to Patients.
 - (ii) Client may request that Optum: (A) enable system edits to support the Formulary or
 (B) modify the Formulary, the days' supply limits and/or dollar limit, which requests will be implemented if mutually agreed upon and may be subject to additional fees.

(d) Reports.

- (i) HospiTracTM. Optum will provide Client access to HospiTracTM, Optum's web based reporting tool, which will allow an unlimited number of authorized Client users, at no additional charge, to generate standard HospiTracTM reports, including drug utilization and cost trends. HospiTracTM functionality includes a standard suite of reports including drug utilization and cost trends. HospiTracTM reporting will allow Client to access reports for those claims in which adjudicate through Optum's platform: (1) injectable and non-injectable prescription drugs on a line-item basis per fill, based on the amount reported as dispensed by the pharmacy and (2) infusion pumps on a line-item basis for each pump and for each medication fill and refill.
- (ii) HospiTracTM iRxTM. Optum will provide Client with access for one (1) concurrent authorized Client user to HospiTracTM iRxTM, Optum's web based reporting tool. HospiTracTM iRxTM functionality includes advanced customization of reports. Client may purchase additional HospiTracTM iRxTM licensees for additional concurrent users at the rate of \$500.00 per year per additional user.
- (iii) Terms and Limited Use. Optum shall grant Client limited, non-exclusive, non-transferable licenses to access HospiTracTM and HospiTracTM iRx for the sole purpose of receiving reports from Optum under this Agreement. Client shall ensure that access to HospiTracTM and HospiTracTM iRx is limited to Client employees. Onsite access at Client's facility(ies) and/or remote access are permitted. Client shall ensure that all authorized users are aware of, understand, and abide by the terms and conditions of this Agreement as it pertains to HospiTracTM and HospiTracTM iRxTM and any instructions or restrictions related to HospiTracTM and HospiTracTM iRxTM communicated by Optum to Client. In the event that Client has reason to believe that unauthorized access to HospiTracTM or HospiTracTM iRxTM has occurred, Client shall (i) promptly notify Optum, not later than ten (10) days of such potential unauthorized

access, (ii) take reasonable action to resolve the unauthorized access, and (iii) cooperate with Optum in resolving the unauthorized access.

- (iv) Additional Reports. If agreed to in advance in writing by Client and Optum (email acceptable), including any agreed upon additional fees, additional reports will be provided by Optum to Client.
- (e) Communications. Optum shall provide Client with standard identification cards for use within the network of Dispensing Pharmacies which shall include Optum's name and toll free 800-number for Dispensing Pharmacy customer service and other required billing information.

(f) Cooperation.

- (i) Optum shall cooperate with the plan of care identified for each Patient.
- (ii) Optum shall comply with all reasonable policies and procedures of Client which are applicable to Optum and of which Optum was notified.
- (iii) Optum shall reasonably assist Client in its quality assessment and performance improvement programs, as requested.

(g) Personnel.

- Optum shall perform criminal background checks on all employees with direct Patient contact or access to Patient records.
- (ii) Optum shall require that all professionals employed by Optum are legally authorized in accordance with Laws and that such professional's act only within the scope of the applicable state license, certification or registration.
- (iii) Optum will review the OIG exclusion file and verify as required by Center for Medicare and Medicaid Services ("CMS") guidelines that the persons it employs to provide services to Client pursuant to this Agreement are not debarred from by CMS. 42 CFR § 423.752(a)(6).
- (h) Discounts for Non-Covered Drugs. The parties agree that Optum, by and through its affiliates, may provide Patients, through their existing prescription drug identification cards, with access to negotiated pricing (where applicable) for certain prescription claims which are not covered by the Plan and are dispensed at Dispensing Pharmacies ("Extended Benefits Program"). Optum agrees to provide access to the Extended Benefits Program at no charge to Patients or Client. Patients will be responsible for paying the full (discounted, if applicable) price of the drug, including any dispensing fees or other applicable fees at the point of sale. Client shall be solely responsible for communicating in writing, via a mutually agreed upon notice, to Patients with respect to services offered under the Extended Benefits Program. Claims processed through the Extended Benefits Program are excluded from any reporting obligations and any discount or rebate, reconciliation, or other pricing commitments set forth in the Agreement. Only Optum or its contracted service providers, and not Client, shall retain exclusive rights to all program data and marketing incentives, rebates or discounts from the manufacturers' representatives, and any fees which may be derived from this Program or its Claims, if any. Contracted service providers, brokers/ consultants/ administrators, and Optum may receive and retain fees, proceeds, and/or other revenues in connection with the Extended Benefits Program services described hereunder. Any third party fees shall be paid per net paid claim solely where Optum has collected fees from Dispensing Pharmacies with respect to processed claims. Optum reserves the right to terminate the Extended Benefits Program upon at least thirty days prior notice to Client. Each party is responsible for ensuring its compliance with any Laws applicable to the provision of services under the Extended Benefits Program, including any necessary licenses and permits. Client shall promptly notify Optum of any inquiry from federal or state governmental departments, attorneys, Patients, or

other persons alleging a complaint with this Extended Benefits Program and provide any applicable documentation of such. THE EXTENDED BENEFITS PROGRAM IS NOT INSURANCE.

- (i) Ancillary Services. If Client requests additional or ancillary services, including consultative services, other than those described herein Optum shall attempt to accommodate Client at a mutually agreed upon rate under a separate agreement signed by the parties prior to the performance of the services.
- 3. **Joint Obligations: Implementation**. Client and Optum shall cooperate to achieve implementation of the services to be provided by Optum under this Agreement in accordance with an agreed upon timetable.

4. Obligations of Client.

- (a) Payment. Client shall pay Optum in accordance with the fee schedule set forth on Exhibit A.
- (b) Control of Plan. Client acknowledges that it has the sole authority to design, amend, control and administer each Plan. In processing and adjudicating claims, Optum shall strictly apply the provisions of each Plan or any exception authorized by Client. Client acknowledges that Optum is engaged to perform services as an independent contractor and not as a fiduciary of the any plan administered by Client ("Plan") or as an employee or agent of the Client, or as the Plan administrator. Nothing in this Agreement shall be construed or deemed to confer upon Optum any responsibility for or control over the terms or validity of the Plan. Optum shall have no discretionary authority over or responsibility for the Plan's administration. Further, because Optum is not an insurer, Plan sponsor, Plan administrator, or a provider of health care services to Patients, Optum shall have no responsibility for (i) funding of Plan benefits; (ii) any insurance coverage relating to the Client, the Plan or the Patients; or (iii) the nature or quality of professional health care services rendered to Patients.
- (c) Enrollment and Maintenance. Client is solely responsible for providing Optum with the following Patient eligibility data ("Eligibility Data"):
 - (i) Patient information including name, gender, date of birth, diagnosis, and identification number;
 - (ii) An updated list of Prescription drugs prescribed for a Patient in accordance with the requirements of Client's applicable Plan;
 - (iii) Immediate notification of Patient expiration, discharge, or termination from enrollment with Client and the applicable reason; and
 - (iv) Patient identification number. The patient identification number format shall be selected by Client with approval by Optum so that that such format will be compatible with the Optum systems. Client shall be responsible for selecting an identification number that appropriately protects Patient privacy.

Optum shall not be responsible for any Prescription drugs filled or processed for any ineligible Patients due to incorrect or untimely Eligibility Data provided to Optum. Such information shall be updated by Client as necessary for Optum to administer Prescription drug benefits to Patients. Unless otherwise agreed to in writing by Optum (email acceptable), Client shall also be responsible for inputting all necessary data, including, but not limited to Patient demographics, medications, coverage, and clinical information, into HospiDirectTM, Optum's' Patient Management System, in a timely manner. Client shall also be responsible for making any updates to such information in HospiDirectTM. Optum shall be entitled to fully rely on the

data and information inputted by Client into HospiDirectTM and Client shall indemnify and hold harmless Optum from any claims, damages, liabilities or expenses (including attorneys' fees) arising out of the provision by Client of inaccurate, incomplete or untimely information. Client acknowledges and agrees that it may be subject to additional fees if it fails to maintain Eligibly Data as set forth in this Section.

- (d) Medical Care. Client acknowledges that it is solely responsible for the initial and ongoing Patient assessment, professional medical management, care coordination and continuity of pharmaceuticals obtained through the Optum Dispensing Pharmacy network, and any other medical treatment provided to Patient. Client further acknowledges that Optum shall make no treatment decisions related to Patient care.
- (e) CMS Caps. Client will promptly notify Optum, and in any event within five (5) business days of receipt of a notice by Client from CMS of any outstanding cap liability ("Cap Notice"), and shall keep Optum apprised of the status of any such Cap Notice.

5. Billing.

- (a) Billing. Optum shall invoice Client as set forth in Exhibit A to this Agreement.
- (b) Suspension of Performance. Optum may, at its sole discretion and in addition to its remedies under this Agreement, at law or in equity, suspend all services upon written notice to Client in the event payment in full is not made when due.

6. Term and Termination.

- (a) Term. This Agreement shall be effective for a period of three (3) years from the Effective Date ("Initial Term"). The Initial Term shall be automatically renewed for additional one (1) year periods unless either party provides written notice of nonrenewal at least ninety (90) days prior to the end of the current term.
- (b) **Termination for Cause.** Either party may terminate this Agreement following a material breach by the other party which is not timely cured. The non-breaching party shall notify the breaching party of the breach and the breaching party shall have thirty (30) days (the "Cure Period") to cure the breach. If the breaching party fails to cure the breach within the Cure Period, then the non-breaching Party may terminate the Agreement upon written notice to the breaching party. Suspension of performance by Optum pursuant to Section 5(b) of this Agreement shall not be construed as a termination of this Agreement.
- (c) Automatic Bankruptcy Termination. To the fullest extent permitted by Laws, in the event of a Bankruptcy Event affecting either Optum or Client. "Bankruptcy Event" means that Client or Optum: (a) cannot pay its debts generally as they become due; (b) makes a voluntary assignment for the benefit of creditors; (c) is declared insolvent in any proceeding; (d) commences a voluntary case or other proceeding seeking liquidation, reorganization, insolvency, readjustment of debt, liquidation, or dissolution; (e) is named as a debtor or party in a case or proceeding and indicates its approval or consent or acts in furtherance of the case or proceeding, or if the case or proceeding is not dismissed or stayed for 60 days after it begins, or is the subject of any order appointing a receiver, liquidator, custodian or trustee or approving the petition in any such case or proceeding; or (f) the sum of the party's debts (including contingent obligations) exceeds the fair market value of the party's assets, exclusive of any property transferred, concealed, or removed with the intent to hinder, delay or defraud the party's creditors.

Confidential

- (d) Adverse Legal Determination. Subject to Section 7(u), either party may terminate this Agreement immediately upon notice to the other party (a) following a Judgment (as defined in Section 7(d) or change in any Laws that would make performance of this Agreement, in all material respects, unlawful or illegal for the terminating party, or (b) if a Governmental Authority requires either party to terminate this Agreement.
- Obligations upon Termination. In the event of termination of this Agreement for any reason, (e) Optum shall continue to process electronically-submitted claims from Dispensing Pharmacies that are received prior to the termination date. For a period of thirty (30) days following the termination date, Optum shall also process electronically-submitted claims and paper claims for which it receives complete information and that were incurred prior to the termination, except when requested in writing not to do so by Client. Any such electronically-submitted claims and paper claims must be received by Optum within thirty days of the date of service, which date must be prior to the termination date. Client shall remain liable for all fees incurred through the periods described in this Section and shall make full payment of all outstanding payments within five (5) business days of termination and within ten (10) business days for any post termination invoices. Client shall also be responsible for the following expenses at Optum's prevailing rates: (a) forwarding Prescription drug related data or claims to any new vendor, (b) production and distribution of communication materials requested by Client and/or new vendor, (c) programming requirements for new vendor, and (d) special reports requested by Client. Any such fees will require prior approval by Client (email acceptable).

7. Miscellaneous.

(a) Confidentiality.

- (i) Confidentiality Obligations. Each party ("Recipient") will, and will use commercially reasonable efforts to cause each of its Representatives to, keep confidential the Confidential Information of the other party ("Discloser") and not disclose any Confidential Information without Discloser's prior written consent or as permitted by this Agreement. Confidential Information may be disclosed to either party's employees, contractors or another third party ("Representative") as reasonably necessary to carry out the purposes of this Agreement, on condition that the Representative agreed to keep confidential the Confidential Information with obligations at least as comprehensive as the obligations in this Agreement. Recipient will be responsible for any breach of this Agreement by any Representative to which it discloses Confidential Information.
- (ii) Definition of Confidential Information. "Confidential Information" means: (a) the terms of this Agreement; (b) all Discloser material, non-public information, materials or data, in any form, that Recipient knows or has reason to know is confidential or proprietary to Discloser; (c) any other information that Discloser marks or designates clearly as confidential or proprietary; and (d) Discloser trade secrets, know how, inventions, current and future business plans, marketing plans and strategies, financial and operational plans, business methods and practices, customer or prospect data, records, information and profiles, supplier or vendor information and data, historical or prospective financial information, budgets, cost and expense data, employment records and contracts and personnel information as well as software, technology, inventions (whether or not patentable) that Discloser owns, licenses or uses. Confidential Information will not include information that; (i) is generally available to the public; or (ii) becomes available to Recipient on a non-confidential basis from a source, other than Discloser or its affiliates or agents, not bound by a confidentiality Agreement.

- (iii) Exceptions to Confidentiality Obligations. The obligations in this Section will not restrict or limit disclosures by Recipient: (a) to offer or administer the Plans; (b) to comply with Rebate reporting or other data collection, maintenance, security or submission requirements; (c) to perform functions or responsibilities required by Laws; or (d) as required or compelled by Laws or a Governmental Authority with competent jurisdiction over Recipient, on condition that Recipient will: (i) give prompt notice to Discloser after learning of the need to disclose (if allowed by Laws); (ii) disclose only that portion of Discloser's Confidential Information that Recipient's legal counsel advises is legally necessary to comply with the Laws or Governmental Authority order; and (iii) assist Discloser if it objects to the disclosure.
- (iv) Return of Confidential Information. Upon Discloser's request, Recipient will use commercially reasonable efforts to promptly return or destroy (with written certification that destruction has occurred) Discloser's Confidential Information within Recipient's possession or control. If Recipient determines that return or destruction of Confidential Information is not feasible, Recipient will notify Discloser and may retain the Confidential Information, on condition that the Confidential Information is held in confidence, as required by the terms of this Section 7(a), and used or disclosed solely for the purposes that make return or destruction of the Confidential Information not feasible. Recipient may retain a copy of Discloser's Confidential Information for archival purposes or as otherwise required by Laws.
- (b) **Protected Health Information**. The parties will abide by the Business Associate Agreement in the form of Exhibit C, which outlines the parties' obligations for use and disclosure of PHI.
- (c) Records. Optum and Client each will retain books and records directly related to the performance of the Services for a period of seven years following the date of their creation or for a longer time period, if required by Laws.
- (d) Indemnification. Each party ("Indemnitor") will be solely financially responsible for, and will defend and indemnify the other party ("Indemnitee") from and against all third party claims, legal or equitable causes of action, suits, litigation, proceedings (including regulatory or administrative proceedings), grievances, complaints, demands, charges, investigations, audits, arbitrations, mediation or other process for settling disputes or disagreements, including any of the foregoing processes or procedures in which injunctive or equitable relief is sought ("Claims") made against Indemnitee to the extent arising or resulting from, or attributable to, Indemnitor's material breach of this Agreement or its negligence or intentional misconduct (including fraud), except to the extent the liability results from Indemnitee's negligence, willful misconduct or breach of this Agreement. Indemnitor will pay promptly and satisfy fully in connection with an indemnified Claim all (a) losses, damages of any kind or nature, assessments, fines, penalties, deficiencies, interest, payments, expenses, costs, debts, obligations, liabilities, liens or Judgments that are sustained, incurred or accrued; (b) judgments, writs, orders, injunctions or other orders for equitable relief, awards or decrees of or by any Governmental Authority ("Judgments"); and (c) costs, expenses and fees, including settlement costs, attorneys' fees, accounting fees and expert costs and fees incurred in connection with Claims. Indemnitee will provide prompt notice to Indemnitor upon learning of any occurrence or event that may reasonably be expected to result in an obligation of Indemnitor under this Section and will consult with Indemnitor in the defense of the occurrence or event. Indemnitee's failure to provide prompt notice will not relieve Indemnitor of its obligations under this Section. except to the extent that the omission results in a failure of actual notice to Indemnitor and Indemnitor suffers damages because of the failure to notify. In all events, Optum's indemnification will not extend to indemnification of Client or the Plan against any Claims that constitute payment of Plan benefits that arise from negligence of the Client. Indemnitee will provide Indemnitor with reasonable information and assistance for Indemnitor to defend such claim, demand, or cause of action.

- (e) Limitation of Liability. The parties' liability to each other under this Agreement will not exceed the general or direct damages caused by breach of this Agreement. The parties will have no liability under this Agreement for any consequential, special, indirect, incidental or punitive damages, even if they are aware of the possibility of the loss or damages. In no event may Client make any claim relating to the services or otherwise under this Agreement later than one year after Client becomes aware (or ought reasonably to have become aware) of the facts giving rise to the alleged claim and in any event, no later than two years after the completion of the particular Services. Optum will not be responsible for any claims, losses, or damages sustained as a result of the actions, or failure(s) to act, by any retail pharmacy, pharmaceutical manufacturer or other pharmaceutical providers or other third party not under control of Optum pursuant to this Agreement.
- (f) Assignment. A party may not assign or transfer this Agreement without the prior written consent of the other party, except that Optum may assign this Agreement to any affiliate upon 30-day notice to Client, so long as Optum remains obligated under this Agreement. This Agreement will bind the parties and their respective successors and assigns, and will inure to the benefit of the parties and their respective permitted successors and assigns.
- (g) Compliance with Law. Each party will comply with all Laws applicable to its respective business and the performance of its obligations under this Agreement, including maintaining any necessary licenses and permits. If a party's performance as required by this Agreement is prohibited by or conflicts with any Laws, then the party whose performance is owed or required will be required to perform, but only to the extent permitted by Laws. Any provisions now or hereafter required to be included in this Agreement by Laws or any Governmental Authority will be binding and be enforceable against the parties and deemed incorporated into this Agreement, regardless of whether such provisions are expressly provided for in this Agreement.
- (h) Exclusive Vendor. Client agrees to utilize only Optum to provide it with any of the services comparable to those described herein during the term of this Agreement. Notwithstanding the foregoing, the parties acknowledge and agree that this exclusivity provision shall not apply with respect to entities acquired by Client after the Effective Date until the agreements with acquired entities expire or are terminated.
- (i) Force Majeure. If any party is unable to perform any of its obligations under this Agreement because of any cause beyond the reasonable control of and not the fault of the party invoking this Section, including any act of God, fire, casualty, flood, earthquake, war, strike, lockout, epidemic, destruction of production facilities, riot, insurrection or material unavailability, and if the non-performing party has been unable to avoid or overcome its effects through the exercise of commercially reasonable efforts, this party will give prompt notice to the other party, its performance will be excused, and the time for its performance will be extended for the period of delay or inability to perform due to such occurrences, except that if performance is extended under this Section for more than 60 days, then at any time before reinstatement of the performance, the other party may terminate this Agreement upon notice to the non-performing party. Optum will maintain commercially reasonable business continuity and disaster recovery plans.
- (j) Other Obligations. The parties represent and warrant that the terms of this Agreement are not inconsistent with any other obligations whether contractual or otherwise that the Party may have or with the policies of any other entity with which the Parties are associated.
- (k) Governing Law. This Agreement and each party's rights and obligations under it will be governed by and construed according to the laws of the State of Alabama, without giving effect to conflicts of laws principles.
- (I) Non-Solicitation of Employees. During the term of this Agreement and for one (1) year thereafter, neither party may (without the prior written consent of the other party) actively

solicit any person employed then or within the preceding year by the other party and involved directly or indirectly in the performance of this Agreement. Such consent may be withheld in the other party's sole discretion. The term "actively solicit" does not include any employment of the other party's personnel through means of advertisements, job postings, job fairs and the like and any employment where the individual has made the initial approach to the hiring party.

- (m) Intellectual Property. Any rights in information, innovations, ideas, discoveries, products, creative works and the like (whether or not copyrightable or patentable), suggestions, communications, data, reports and results conceived, derived, reduced to practice, made or developed by either party as a direct result of the services under this Agreement shall be the sole property of the party developing such.
- (n) Amendment of Agreement. Except as otherwise provided in this Agreement, this Agreement may not be modified except in writing and signed by both parties.
- (o) Notices. Any notice given under this Agreement shall be in writing and shall be deemed received if sent by personal delivery, overnight courier that provides confirmation of delivery, or certified mail, return receipt requested, to the applicable party at its address set forth with its signature to this Agreement, or to such other address or to the attention of such other person as either party may designate in writing pursuant to this Section. Personally delivered notices shall be deemed delivered on the date of receipt. Notices sent by overnight courier shall be deemed received the next business day. Mailed notices shall be deemed received three (3) business days following mailing.
- (p) Patient Billing. Except for any applicable Copayments established by Client, Optum and network pharmacies shall look only to Client for compensation for covered Prescription drugs described in this Agreement to be provided to Patients and shall at no time seek compensation from Patients or their families for such products and services regardless of whether or not payment is received from Client.
- (q) Relationship of the Parties; No Third Party Beneficiaries. The sole relationship between the parties is that of independent contractors. This Agreement will not create a joint venture, partnership, agency, employment or other relationship between the parties. Nothing in this Agreement will be construed to create any rights or obligations except among the parties; no person or entity will be regarded as a third party beneficiary of this Agreement.
- (r) Insurance. Each party will maintain: (a) during and for a reasonable period of time after the term of this Agreement, reasonable and customary insurance (whether through third party carriers or self-insured arrangements or retentions), as to type, policy limits and other coverage terms, to cover the risks of loss faced by companies similar to the party in size, industry and business operations; and (b) all insurance coverage, bonds, security and financial assurances as Laws may require from time-to-time. Optum will maintain sufficient insurance coverage to enable it to meet its obligations created by this Agreement and by Laws.
- (s) Cost Reporting. If the cost or value of services provided under this Agreement equals or exceeds ten thousand dollars (\$10,000) over a twelve (12) month period, Optum shall, upon request, make available to the Secretary, U.S. Department of Health and Human Services, and the U.S. Comptroller General and their representatives, this Agreement and all books, documents and records necessary to verify the nature and extent of the costs of the services provided pursuant to the terms of this Agreement in accordance with 42 CFR, Part 420, 300.
- (t) **Dispute Resolution Procedures**. If a dispute occurs between the parties, the complaining party may request a meeting by executive officers of each party who will attempt to resolve the dispute in good faith before beginning a legal action, except for matters subject to injunctive relief. If the parties' executive officers do not resolve the dispute within 30 days after the notice, then arbitration may be commenced. All disputes under this Agreement will be settled by

OPTUM HOSPICE PHARMACY SERVICES, LLC PHARMACY SERVICES AGREEMENT

arbitration administered by the American Arbitration Association under its Commercial Rules conducted before a single arbitrator. Arbitration disputes will be resolved on an individual basis and no arbitration may proceed as a class-action arbitration. Judgment on the arbitrator's award may be entered in any court with jurisdiction. The arbitration requirements will not affect a party's right to seek appropriate equitable relief to enforce its rights under this Agreement.

- (u) Waiver; Severability. The failure of any party to insist in any one or more instances upon performance of any term of this Agreement will not be construed as a waiver of future performance of the term, and the party's obligations for the term will continue in full force and effect. The provisions of this Agreement are severable. The invalidity or unenforceability of any term or provision in any jurisdiction will be construed and enforced as if it has been narrowly drawn so as not to be invalid, illegal or unenforceable to the extent possible and will in no way affect the validity or enforceability of any other terms or provisions in that jurisdiction or of this entire Agreement in that jurisdiction.
- (v) Use of Name. The parties agree not to use each other's name, logo, service marks, trademarks or other identifying information without the written permission of the other, except that Client grants Optum permission to use Client's name, logo, service marks, trademarks or other identifying information to the extent necessary for Optum to carry out its obligations under this Agreement.
- (w) Taxes. If any Taxes are assessed against Optum as a claim administrator in connection with the Services, including all topics identified in Section 7(w)(iii), Client will reimburse Optum for the Client's proportionate share of the Taxes (but not Taxes on Optum's net income). "Tax" means a charge imposed, assessed or levied by any federal, state, local or other governmental entity. Optum has the authority and discretion to reasonably determine whether the Tax should be paid or disputed. Client also will reimburse Optum for a proportionate share of any cost or expense reasonably incurred by Optum in disputing the Tax, including costs and reasonable attorneys' fees and any interest, fines or penalties relating to the Tax, unless caused by Optum's unreasonable delay or determination to dispute the Tax.
- Provision of Services. Optum may use its affiliates or subcontractors to perform the Services. Optum will be responsible for the Services to the same extent that Optum would have been had it performed those services without the use of an affiliate or subcontractor. Optum may also hold contracts directly or indirectly with the manufacturers of Prescription drugs that are covered by a Plan. The contractual terms of arrangements with subcontractors, manufacturer, or other entities may entitle Optum to receive rebates or discounts in connection with Prescription drugs covered by a Plan, or for other products or services that are the subject of this Agreement. Any recommendations to formularies or for specific medications shall be independent of any such arrangements.
- (y) Survival of Terms. Any term of this Agreement that contemplates performance after termination of this Agreement will survive expiration or termination and continue until fully satisfied, including Section 7(a), which will survive so long as the information is Confidential Information or the data is proprietary to either party or its successors, successors-in-interest or assigns, Section 4, and Sections 7(d) 7(e) and 7(r), which will survive indefinitely.
- (z) Integrated Agreement; Interpretation; Execution. This Agreement, with its exhibits, constitutes the final expression and complete and exclusive statement of the terms of the Agreement between the parties regarding the subject matter of this Agreement. This Agreement replaces any prior or contemporaneous written or oral communications or Agreements between the parties regarding its subject matter. The language in this Agreement will be construed in accordance with its fair meaning, as if prepared by all parties and not strictly for or against any party. The legal doctrine of construction of ambiguities against the drafting party will not be employed in any interpretation of this Agreement. When approval of a party is required under this Agreement, the approval will not be unreasonably withheld or delayed. For all terms in this

OPTUM HOSPICE PHARMACY SERVICES, LLC PHARMACY SERVICES AGREEMENT

Agreement, unless otherwise specified: (a) a term has the meaning assigned to it in Section 1 or elsewhere in this Agreement; (b) "or" is not exclusive; (c) "including" means including without limitation; (d) "party" and "parties" refer only to a named party to this Agreement; and (e) any reference to an Agreement, instrument or statute means that Agreement, instrument or statute as from time-to-time amended, modified or supplemented and any applicable corresponding provisions of successor statutes or regulations. The headings in this Agreement are provided for convenience only and do not affect its meaning. An electronic signature of this Agreement, or a signature on a copy of this Agreement that a party receives by facsimile, email or other means, is binding as an original, and the parties will treat an electronic or photo copy of this signed Agreement as an original. The parties may sign this Agreement in two or more counterparts, and as so signed this Agreement will constitute one and the same Agreement binding on the parties.

(aa) **Exhibits**. The following exhibits are made a part of this Agreement:

Exhibit A - Client Payments

Exhibit B - HospiMail

Exhibit C - List of Locations

Exhibit D - HIPAA Business Associate Provisions

Exhibit E – Clinical Consulting Services

Exhibit F - Infusion Pharmacy Services

Authorized representatives of the parties have signed this Agreement.

Optum Hospice Pharmacy Services LLC

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Its: Vice President of General Management OptumRx Strategic Solutions

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Address for Notices to Optum: Optum Hospice Pharmacy Services, LLC 4525 Executive Park Drive, Suite 100 Montgomery, Alabama 36116

Attn: John A. Perkins

Date: 06/15/2018

with a copy to:
Optum Hospice Pharmacy Services, LLC
c/o OptumRx
1600 McConnor Parkway
Schaumburg, Illinois 60173
Attention: Legal Department

Inspiring Healthcare Resources

Its: // COO

Address for Notices To Client:

2621 Wasco Street

Hood River, Oregon 97031

Attn: Steve Morris

EXHIBIT A CLIENT PAYMENTS

1. General Pharmacy. For each Prescription drug or supply billed to Client and dispensed to a Patient through Optum Dispensing Pharmacy network (for both brand and generic drugs), Client shall pay Optum at the rates (including both ingredient and dispensing fees) such pharmacies have agreed with Optum to accept, net of any Copayments, plus any applicable sales or excise tax or other governmental charge. Optum shall not retain any margin or spread on such Dispensing Pharmacy claims. Any service charges such, as for delivery or after hours services, will be passed on to Client at Optum's cost. Accordingly, any amount billed by Optum to be paid to a Dispensing Pharmacy shall be paid fully to such Dispensing Pharmacy. Notwithstanding the foregoing, the electronic processing fee charged by Optum to a Dispensing Pharmacy may be retained by Optum.

Client shall pay Optum for administrative services \$3.50 per net paid Prescription.

- Reservation of Rights. Optum reserves the right to modify or amend the financial provisions of this Agreement upon prior notice to Client in the event of: (a) any government imposed change Laws or interpretation thereof or industry wide change that would make Optum's performance of its duties hereunder materially more burdensome or expensive, including changes made to the AWP benchmark or methodology; (b) a change in the scope of services to be performed under this Agreement upon which the financial provisions included in this Agreement are based; or (c) a reduction of greater than 10% in the total number of members from the number provided to Optum during pricing negotiations upon which the financial provisions included in this Agreement are based (each a "Triggering Event"). If Optum elects to modify pricing based on a Triggering Event, it shall provide Client with notice as soon as reasonably practicable of the External Event and shall provide Client with a written illustration of the anticipated financial impact of the revised pricing in connection with the Triggering Event and a written statement of the expected aggregate annual impact of the revised pricing in connection with the Triggering Event.
 - 3. Payment: Optum will invoice Client at semi-monthly billing cycles that run from the 1st through the 15th and from the 16th to the end of the month. All payments by Client shall be made to Optum via Automated Clearing House ("ACH") debit originated by Optum not later than the fifteenth day (15) after the date of the invoice to Client. Client shall provide all necessary forms for facilitating this process. Payment must be made in full subject to Sections 5(a) and 5(b) of the Agreement. Should Client dispute any amount on an invoice, Client shall pay the invoice in full and request a credit for the disputed amount, which request shall include reasonable detail in support of such dispute. Client shall have sixty (60) days form the date of the applicable invoice to submit such dispute. Late payments shall accrue interest at an annual rate of twelve percent (12%) or the maximum amount allowed by law, if less. Optum may withhold, deduct, net or recoup from future amounts owed or reimbursable to Client under this Agreement any undisputed amounts Client owes to Optum that are outstanding beyond their applicable due date. Client shall reimburse Optum all collection expenses including all reasonable attorney's fees and costs.
- 4. Obligation of Confidentiality Regarding Prescription Rates. In accordance with Section 7(a) of the Agreement, Client shall acknowledge and agree that the rates at which Optum pays retail and mail order pharmacies for Prescriptions constitute highly proprietary and confidential information. As a result, Client agrees that such information shall be disclosed only to Client's essential personnel who have a need to know such information and used by such essential personnel solely to perform accounting and payment functions relating to this Agreement. Client shall advise such personnel of the proprietary and confidential nature of this information, and shall be responsible for its personnel's compliance with the requirement for confidentiality. If information regarding the rates at which Optum pays pharmacies for Prescriptions is requested by the government or subpoena or otherwise from the Client, Client shall notify Optum immediately upon receipt of such request so that Optum may pursue an injunction, protective order, or another prohibition on disclosure.

EXHIBIT B HOSPIMAIL

If Client elects, Optum's contracted mail order pharmacies, ("HospiMail Dispensing Pharmacies"), can mail Prescription to Patients. Mailed Prescriptions may include "Comfort Care Kits". The fees for mailed Prescriptions shall include ingredient, dispensing and administrative fees, which shall be invoiced at the rates set forth on Exhibit A and packaging and shipping fees as invoiced by the HospiMail Dispensing Pharmacies, and which may include additional fees for Saturday delivery, cold packs, next day delivery, etc.

EXHIBIT C LIST OF LOCATIONS

High Desert Hospice – Klamath County 2210 Shallock Avenue Klamath Falls, Oregon 97601

Heart of Hospice - Columbia River Gorge 2621 Wasco Street Hood River, Oregon 97031

Inspiring Hospice Partners of Georgia 1252 Virgil Langford Road Watkinsville, Georgia 30677

This Business Associate Agreement ("BAA") is incorporated into and made part of the services agreements (collectively, the "Agreement"), by and between **Optum Hospice Pharmacy Services, LLC** on behalf of itself and its subsidiaries and affiliates ("Business Associate"), and **Inspiring Healthcare Resources** ("Covered Entity"), that involve the use or disclosure of PHI (as defined below). The parties agree as follows.

1. <u>DEFINITIONS</u>

- 1.1 All capitalized terms used in this BAA not otherwise defined herein have the meanings established for purposes of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended and supplemented (collectively, "HIPAA").
- "Breach" means the acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI, subject to the exclusions in 45 C.F.R. § 164.402.
- 1.3 "PHI" means Protected Health Information, as defined in 45 C.F.R. § 160.103, and is limited to the Protected Health Information received from, or received, created, maintained or transmitted on behalf of, Covered Entity.
- "Privacy Rule" means the federal privacy regulations, and "Security Rule" means the federal security regulations, as amended, issued pursuant to HIPAA and codified at 45 C.F.R. Parts 160 and 164 (Subparts A, C & E).
- 1.5 "Services" means the services provided by Business Associate to Covered Entity to the extent they involve the receipt, creation, maintenance, transmission, use or disclosure of PHI.
- **RESPONSIBILITIES OF BUSINESS ASSOCIATE.** With regard to its use and/or disclosure of PHI, Business Associate agrees to:
 - 2.1 not use and/or further disclose PHI except as necessary to provide the Services, as permitted or required by this BAA and in compliance with the applicable requirements of 45 C.F.R. § 164.504(e), or as Required by Law; provided that, to the extent Business Associate is to carry out Covered Entity's obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of those obligations.
 - 2.2 implement and use appropriate administrative, physical and technical safeguards and comply with applicable Security Rule requirements with respect to ePHI, to prevent use or disclosure of PHI other than as provided for by this BAA.
 - 2.3 without unreasonable delay, report to Covered Entity (i) any use or disclosure of PHI not provided for in this BAA and/or (ii) any Security Incident of which Business Associate becomes aware in accordance with 45 C.F.R. § 164.314(a)(2)(i)(C). For the purposes of reporting under this BAA, a reportable "Security Incident" shall not include unsuccessful or inconsequential incidents that do not represent a material threat to confidentiality, integrity or availability of PHI (such as scans, pings, or unsuccessful attempts to penetrate computer networks).
 - 2.4 report to Covered Entity within ten business days: (i) any Breach of Unsecured PHI of which it becomes aware in accordance with 45 C.F.R. § 164.504(e)(2)(ii)(C). Business Associate shall provide to Covered Entity a description of the Breach and a list of Individuals affected (unless Covered Entity is a plan sponsor ineligible to receive PHI). Business Associate shall provide required notifications to Individuals and the Media and Secretary, where appropriate, in accordance with the Privacy Rule and with Covered Entity's approval of the notification text. Business Associate shall pay for the reasonable and actual costs associated with those notifications and with credit monitoring, if appropriate.
 - 2.5 in accordance with 45 C.F.R. § 164.502(e)(1)(ii) and 45 C.F.R. § 164.308(b)(2), ensure that any subcontractors of Business Associate that create, receive, maintain or transmit PHI on

behalf of Business Associate agree, in writing, to the same restrictions on the use and/or disclosure of PHI that apply to Business Associate with respect to that PHI, including complying with the applicable Security Rule requirements with respect to ePHI.

- 2.6 make available its internal practices, books and records relating to the use and disclosure of PHI to the Secretary for purposes of determining Covered Entity's compliance with the Privacy Rule, in accordance with 45 C.F.R. § 164.504(e)(2)(ii)(l).
- 2.7 within ten business days after receiving a written request from Covered Entity or an Individual, make available to Covered Entity or an Individual information necessary for an accounting of disclosures of PHI about an Individual, in accordance with 45 C.F.R. § 164.528.
- provide access to Covered Entity or an Individual, within ten business days after receiving a written request from Covered Entity or an Individual, to PHI in a Designated Record Set about an Individual, sufficient for compliance with 45 C.F.R. § 164.524.
- 2.9 to the extent that the PHI in Business Associate's possession constitutes a Designated Record Set, make available, within ten business days after a written request by Covered Entity or an Individual, PHI for amendment and incorporate any amendments to the PHI as requested in accordance with 45 C.F.R. § 164.526.

3. **RESPONSIBILITIES OF COVERED ENTITY.** Covered Entity:

- 3.1 shall identify the records it furnishes to Business Associate that it considers to be PHI for purposes of the Agreement, and provide to Business Associate only the minimum PHI necessary to accomplish the Services.
- in the event that the Covered Entity honors a request to restrict the use or disclosure of PHI pursuant to 45 C.F.R. § 164.522(a) or makes revisions to its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520 that increase the limitations on uses or disclosures of PHI or agrees to a request by an Individual for confidential communications under 45 C.F.R. § 164.522(b), Covered Entity agrees not to provide Business Associate any PHI that is subject to any of those restrictions or limitations, unless Covered Entity notifies Business Associate of the restriction or limitation and Business Associate agrees in writing to honor the restriction or limitation.
- 3.3 shall be responsible for using administrative, physical and technical safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to the Agreement, in accordance with the requirements of HIPAA.
- 3.4 shall obtain any consent or authorization that may be required by applicable federal or state laws prior to furnishing Business Associate the PHI for use and disclosure in accordance with this BAA.
- if Covered Entity is an employer sponsored health plan, Covered Entity represents that to the extent applicable, it has ensured and has received certification from the applicable Plan Sponsor that the Plan Sponsor has taken the appropriate steps in accordance with 45 C.F.R. § 164.504(f) and 45 C.F.R. § 164.314(b) to enable Business Associate on behalf of Covered Entity to disclose PHI to Plan Sponsor, including but not limited to amending its plan documents to incorporate the requirements set forth in 45 C.F.R. § 164.504(f)(2) and 45 C.F.R. § 164.314(b). Covered Entity shall ensure that only employees authorized under 45 C.F.R. § 164.504(f) shall have access to the PHI disclosed by Business Associate to Plan Sponsor.

4. PERMITTED USES AND DISCLOSURES OF PHI. Business Associate may:

4.1 use and disclose PHI as necessary to provide the Services to Covered Entity.

- 4.2 use and disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that any disclosures are Required by Law or any third party to which Business Associate discloses PHI provides written assurances that: (i) the information will be held confidentially and used or further disclosed only for the purpose for which it was disclosed to the third party or as Required by Law; and (ii) the third party promptly will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached, in accordance with 45 C.F.R. § 164.504(e)(4).
- 4.3 de-identify any PHI received or created by Business Associate under this BAA in accordance with the Privacy Rule.
- 4.4 provide Data Aggregation services relating to the Health Care Operations of the Covered Entity in accordance with the Privacy Rule.
- 4.5 use PHI for Research projects conducted by Business Associate, its Affiliates or third parties, in a manner permitted by the Privacy Rule, by obtaining documentation of individual authorizations, an Institutional Review Board, or a privacy board waiver that meets the requirements of 45 C.F.R. § 164.512(i)(1), and providing Covered Entity with copies of such authorizations or waivers upon request.
- make PHI available for reviews preparatory to Research in accordance with the Privacy Rule at 45 C.F.R. § 164.512(i)(1)(ii).
- 4.7 use the PHI to create a Limited Data Set ("LDS") and use or disclose the LDS for the health care operations of the Covered Entity or for Research or Public Health purposes as provided in the Privacy Rule.
- 4.8 use and disclose PHI for Covered Entity's health care operations purposes in accordance with the Privacy Rule.

5. <u>TERMINATION</u>

- 5.1 Covered Entity may terminate this BAA and the Agreement if Business Associate materially breaches this BAA, Covered Entity provides written notice of the breach to Business Associate, and Business Associate fails to cure the breach within the reasonable time period set by Covered Entity.
- 5.2 Within thirty (30) days after the expiration or termination for any reason of the Agreement and/or this BAA, Business Associate shall return or destroy all PHI, if feasible to do so, including all PHI in possession of Business Associate's subcontractors. In the event that return or destruction of the PHI is not feasible, Business Associate may retain the PHI subject to this Section 5.2. Business Associate shall extend any and all protections, limitations and restrictions contained in this BAA to Business Associate's use and/or disclosure of any PHI retained after the expiration or termination of the Agreement and/or this BAA, and shall limit any further uses and/or disclosures solely to the purposes that make return or destruction of the PHI infeasible.
- 6. MISCELLANEOUS. The terms of this BAA shall be construed to allow Covered Entity and Business Associate to comply with HIPAA. Nothing in this Addendum shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever. Sections 4 and 5.2 shall survive the expiration or termination of this BAA for any reason.
- 7. <u>NOTICES</u>. Notwithstanding the notice provision in the Agreement, all notices given in connection with this BAA shall be made to the following:

To Covered Entity:

Address:

2621 Wasco Street, Hood River, Oregon 97031

Fax Number: Email Address:

541-386-1728

To Business Associate:

Address:

1600 McConnor Parkway, Schaumburg, IL 60173

Email Address: privacy@optum.com

Parties have accepted and agreed to this BAA.

EXHIBIT E CLINICAL CONSULTING SERVICES

Optum shall provide the clinical consulting service to Client listed below, in addition to the products and services set forth elsewhere in the Agreement. Either party may discontinue any one or more clinical consulting service(s) upon at least thirty (30) days' prior written notice to the other party.

1. Client Services

a. HospiOnDemandTM is a clinical consulting service where a Optum pharmacist will provide a real-time, verbal consultation followed by written documentation of conditions related/unrelated to the terminal prognosis, consistent with industry standards. Optum pharmacist will provide verbal consultation with recommendations to meet the needs of the Patient. Once the required Patient data is entered into the HospiDirect system by Client, Optum's pharmacist staff shall review the information to meet the conditions of participation (CoP) regulations and make appropriate recommendations regarding effectiveness of drug therapy, drug side effects, actual or potential drug interactions, duplicate drug therapy and drug therapy currently associated with laboratory monitoring. An assessment is generated for documentation and posted to HospiDirect's secure web portal for Client retrieval and faxed or emailed within five (5) days of the system enrollment, and every fifteen (15) days thereafter.

2. Fees

The fees for the agreed upon Clinical Services are set forth below in *Table B. Clinical Service Fees*. Any fee adjustment must be in writing and signed by both parties.

Clinical Service Type	Patient Per Day Fee
HospiOnDemand™	\$0.60

All payments shall be made in accordance with Exhibit A.

In addition to the products and services previously set forth in the Agreement and its Exhibits, Optum shall provide specific access to a network of pharmacies that provide Infusion Pharmacy Services to Patients of Client. The services to be provided are set forth in this Exhibit E.

1. Definitions

A. Per Diem. The term "Per Diem" shall mean the amount charged for each calendar day that a Patient receives Infusion Pharmacy Services pursuant to this Agreement and in accordance with the plan of care as prescribed by the ordering physician.

It shall not be necessary for the Patient to receive an actual drug infusion each calendar day that he or she receives Infusion Pharmacy Services. This definition is valid for therapies with dosing intervals of up to 72 hours. For therapies with dosing intervals of greater than 72 hours, Per Diem shall mean the amount charged for each calendar day that a Patient receives an actual drug infusion. The Per Diem shall be inclusive of all delivery and shipping charges/fees unless otherwise noted in this Fee Schedule.

Pursuant to the Healthcare Common Procedure Coding System ("HCPCS") Per Diem code descriptions, the following items and services are included in the Per Diem rates:

(i) Administrative Services

- Coordination of benefits with other insurers
- Verification of insurance eligibility and extent of coverage
- Obtaining certificates of medical necessity and other required documentation
- Obtaining prior authorizations
- Patient financial services, billing and account collection activities
- Licensure and regulatory compliance
- Maintenance and storage of medical and reimbursement records
- Inventory and facility maintenance
- Patient education materials

(ii) Pharmacy Professional Services

(a) Dispensing

- Medication profile set-up and drug utilization review
- Monitoring for potential drug interactions
- Sterile procedures including intravenous admixtures, clean room upkeep, vertical and horizontal laminar flow hood certification, and all other biomedical procedures necessary for a safe environment
- Compounding of medications
- Patient counseling as required under OBRA 1990

(b) Clinical Monitoring

- Development and implementation of pharmaceutical care plans
- Pharmacokinetic dosing
- Review and interpretation of Patient test results
- Recommending dosage or medication changes based on clinical findings
- Ongoing pharmacy Patient assessment and clinical monitoring
- Other professional and cognitive services as needed to clinically manage Patient's pharmacy care

(c) Pharmacy Professional Services

- Comprehensive knowledge of vascular access systems
- Continuing education to professional pharmacy staff
- Removal, storage and disposal of infectious waste
- Maintaining accreditation requirements
- Maintaining insurance requirements (e.g. liability), including compliance with all state and federal regulations related to minimum insurance coverage

(iii) Care Coordination

- Patient admission, including communication with other medical professionals, Patient assessment, and opening of the medical record
- Patient/caregiver education, including providing training and Patient education materials
- Clinical coordination of infusion services care with physicians, nurses,
 Patients, Patient's family, other providers, caregivers and case managers
- Patient discharge services, including communication with other medical professionals and closing of the medical record
- Clinical staff availability 24 hours/day, 7 days/week for questions and/or problems
- Delivery of medication, supplies and equipment to Patient's home or designated alternate site

(iv) Supplies and Equipment

- DME (durable pumps, poles and accessories) for drug and nutrition administration
- Equipment maintenance and repair (excluding Patient-owned equipment)
- Short peripheral vascular access devices
- Needles, gauze, non-implanted sterile tubing, catheters, dressing kits and other necessary supplies for the safe and effective administration of infusion, specialty drug and nutrition therapies
- B. Infusion Pharmacy Services. "Infusion Pharmacy Services" shall mean the items and services in the Per Diem definition listed above, as well as infusion and/or injectable drugs (medications) and solutions compounded under laminar flow conditions. Nursing Services are not provided under this Agreement.
- 2. Minimum Shipment. For each shipment, the Dispensing Pharmacy will dispense drugs (medications) in an amount equivalent to a minimum of three days' supply. Client will be responsible for all drugs actually dispensed and for a minimum of three days' Per Diems. After the first three days' Per Diems, Client is responsible only for Per Diems actually utilized.

3. Items and Services to be Coded and Reimbursed Separately From Per Diem

- All drugs, biologicals and enteral formulae (except for components of standard TPN formula, which are included in the Per Diem reimbursement pursuant to the description of the HCPCS Per Diem code)
- All nursing visits and services provided directly to Patients in their homes or other alternate sites
- Other services provided directly to Patients in their homes or other alternate sites by Dispensing Pharmacy staff or representatives (e.g. dietician for nutritional counseling)
- PICC and Midline insertion procedures and associated supplies
- Surgically implanted central vascular access devices
- Infusion and non- infusion pumps
- Non-standard supplies, such as invasively placed digestive tract access devices for enteral therapy, including G tubes, NG tubes, J tubes, etc.

- Items and services and products not included in the description of the HCPCS Per Diem code
- Services and products that may be provided at request of the Patient that are considered by Dispensing Pharmacy to be not medically necessary and beyond the scope of inclusion in the Per Diem

4. Change in Pricing or Code Sets

In the event of a code change necessitated by a change in a standard medical data code set, which code change can be implemented without rate adjustment, Optum may provide notice of such change and make said change without formal amendment to this Fee Schedule. All other code or pricing changes shall require amendment to this Fee Schedule pursuant to thirty days written notice from Optum to Client.

5. Returned or Unused Goods

Delivery schedule for all drugs and solutions shall be based upon the orders of the prescribing physician and the stability of the prescribed medication. All Patient-specific drugs and solutions will be charged at the time of preparation and no credits will be allowed for any returned or unused goods.

6. Provided Therapies

This Exhibit covers the following therapies:

- A. Antibiotic, Antiviral, Antifungal Therapy
- B. Total Parenteral Nutrition (TPN) Therapy
 - Lipids (e.g., Intralipid, Liposyn)
 - Specialty amino acids for renal failure (e.g., Aminess, Aminosyn-RF, NephrAmine, RenAmin)
 - Specialty amino acids for hepatic failure (e.g., HepatAmine)
 - Specialty amino acids for high stress conditions (e.g., Aminosyn-HBC, BranchAmin, FreeAmine HBC, Trophamine, Glutamine)
 - Specialty amino acids with concentrations of 15% and above when medically necessary for fluid restricted Patients (e.g., Aminosyn 15%, Novamine 15%, Clinisol 15%)
 - Added trace elements not from a standard multi-trace element solution (e.g. chromium, copper, iodine, manganese, selenium, zinc)
 - Added vitamins not from a standard multivitamin solution (e.g. folic acid, vitamin C, vitamin K)

Products serving non-nutritional purposes (e.g., heparin, insulin, iron dextran, Pepcid, Sandostatin, Zofran) Note: Depending on stability and practice, some of the products listed above are compounded into the TPN in the Dispensing Pharmacy, while others are dispensed separately for injection into the TPN in the home

- C. Enteral Nutrition Therapy
- D. Pain Management -Note: The servicing, programming or refilling of implanted pain management devices is not included and shall not be provided under this Agreement.
- E. Anti-Emetic Therapy Note: Includes the combination of Diphenhydramine, Lorazepam, Dexamethasone.
- F. Hydration Therapy
- G. Cardiac Therapy (E.G. Dobutamine, Milrinone)
- H. Catheter Care & Insertion Supplies
- I. After Hours Charge/Additional Charges May Apply as invoiced by the Dispensing Pharmacy, including but not limited to the following:
 - i. Services Requested After Posted Office Hours In Addition To Basic Service. **Note:**An additional charge shall be assessed for orders requiring processing, delivery or

visits outside normal business hours (8:00 a.m. to 5:00 p.m., local time, Monday through Friday, excluding holidays), regardless of when the order is received. An order received outside normal business hours that is processed and delivered during normal business hours is not subject to this charge

- ii. Home Infusion Therapy, Chemotherapy Infusion, administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment (drugs and nursing visits coded separately), Per Diem
- iii. IV Tubing Extension Set
- iv. Line Care, Home Injectable Therapy Not Otherwise Classified, including administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment (drugs and nursing visits coded separately), Per Diem
- v. Nursing Care, Initial 2 hours
- vi. Nursing Care, Q1H Additional
- vii. Home Infusion Therapy, Corticosteriod, administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment (drugs and nursing visits coded separately). Per Diem
- viii. Miscellaneous Home Infusion Therapy, Infusion Therapy, NOT otherwise classified; administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment (drugs and nursing visits coded separately), and other agreed upon services. Per Diem

AGREEMENT, BETWEEN VISITING HEATH SYVCS. (MCMC) AND HOSPICE PROGRAM FOR PHYSICAL THERAPY SERVICES, OCCUPATIONAL THERAPY SERVICES, SPEECH/LANGUAGE PATHOLOGY SERVICES

This agreement (hereinafter called "agreement") is made and entered into by and between	
Hospice Program (hereinafter called "hospice") and HOULY Services (herein after called	
is High Lond I a South of the hospite) and	
ADLITION TRUITY SAVIO herein after called	
"Therapist"	,
	J.

I.PURPOSE:

It is the purpose of this agreement to make available quality therapy services to hospice patients when they require these services for pain symptom management. The services provided are to be palliative in nature.

II. DEFINITIONS:

- A. "Attending Physician" refers to a doctor of medicine who is duly licensed and serves a primary role in delivery of medical care to a hospice patient.
- B. "Interdisciplinary Group" (IDG) refers to Hospice employees, including the Medical Director, Patient Care Coordinator, Social Worker and Chaplain, or other counselor, who participate in the establishment of a Plan of Care, provide or supervise the care offered by the hospice, and establish policies governing the day-to-day provision of hospice patient care.
- C. "Patient Care Coordinator" means a registered nurse employed by Hospice to represent the Interdisciplinary Group, and to coordinate the implementation of the Plan of Care.
- D."Hospice Medical Director" means a Hospice employee who is a doctor of medicine or osteopathy who assumes overall responsibility for the medical component of the Hospice's patient care program.
- E. "Hospice Patient" means a Medicare eligible hospice patient or an individual who elects to receive hospice care and who is admitted to the hospice program.
- F. "Plan of Care" means a written care plan established for each hospice patient by the Hospice and the Interdisciplinary Group, which includes (a) an assessment of patient needs, (b) an identification of the services, including management of discomfort and symptom relief, needed to meet patient's needs and the needs of the patient's family, and (c) details concerning the scope and frequency of such services.
- G. "Occupational Therapist" means a person who is currently licensed in Oregon to provide

AGREEMENT BETWEEN HOME HEALTH AGENCY AND HOSPICE PROGRAM FOR PHYSICAL THERAPY SERVICES, OCCUPATIONAL THERAPY SERVICES, SPEECH/LANGUAGE PATHOLOGY SERVICES continued

the services of occupational therapy.

- H. "Physical Therapist" means a person who is licensed to practice as a physical therapist by the Oregon Physical Therapy Licensing Board.
- I."Speech Pathologist" means a person licensed by the Oregon Board of Examiners for Speech Pathology and Audiology. This individual holds a certificate of clinical competence in the area of speech pathology and/or audiology granted by the American Speech and Hearing Association.

III. RESPONSIBILITIES OF THE THERAPIST

- A. The services to be provided are therapy services in the home care setting and provided according to the Plan of Care as necessary for meeting identified patient care needs. Services may be provided only with the express authorization of the hospice. Therapy will be provided for palliation, symptom management and to enhance the quality of life.
- B.The Hospice will be provided with current information on individual therapists providing care and services: current licensure and credentialing, verification of qualifications. (The Home Health Agency will provide annual performance evaluation and health status information upon request.)
- C.The duties of the Therapist will include: assist the IDG in evaluating levels of function, provide information for the provision of the Plan of Care, prepare and submit to the Hospice reports after each visit, consult with the Patient Care Coordinator and IDG.
- D. The Therapist shall receive orientation prior to patient care.
- E.The designated Therapists and other appropriate staff shall attend continuing education of Hospice and related topics.
- F.The Home Health Agency is responsible for overall supervision and evaluation of the designated Therapists.
- G.The Therapist is responsible for coordination with the Patient Care Coordinator and other Hospice staff regarding: admission process, initial and ongoing assessments and visits, development and revision of the Plan of Care, care conferencing, scheduling and discharge planning.
- H.The Therapist will maintain patient confidentiality.

AGREEMENT BETWEEN HOME HEALTH AGENCY AND HOSPICE PROGRAM FOR PHYSICAL THERAPY SERVICES, OCCUPATIONAL THERAPY SERVICES, SPEECH/LANGUAGE PATHOLOGY SERVICES continued

I.The Therapist is responsible for adhering to applicable Hospice policies.

J.Each designated Therapist will sign an acknowledgement of orientation and a statement that he or she will comply with agency policies and procedures.

IV. RESPONSIBILITIES OF THE HOSPICE

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- A. The Hospice shall provide orientation to the designated Therapists and other appropriate Home Health Agency staff: Hospice care and philosophy, confidentiality and protection of patient/family rights, family dynamics, coping mechanisms, psychosocial issues surrounding terminal illness, death and bereavement, procedures to follow in an emergency or following the death of a patient and guidance related specifically to individual responsibilities.
- B.The Hospice shall provide the Home Health Agency with the name and means of contacting the patient Care Coordinator.
- C.The Hospice shall provide the Therapist with pertinent patient information and orientation prior to patient assignment.
- D.The Hospice Patient Care Coordinator shall provide the Therapist with necessary information regarding admission process, initial and ongoing assessment, emergency care procedures, care conferences, and scheduling with other Hospice care providers.
- E.The Hospice shall provide job descriptions and applicable policies and procedures.
- F.Overall evaluation of patient care in relation to the Plan of Care is the responsibility of the Hospice IDG.

V.COMPENSATION

- A. The Home Health Agency shall provide the Hospice with a monthly statement of billing for visits provided including: date visit made, name of Therapist, name of patient receiving visit.
- B. The Hospice will reimburse the Home Health Agency \$279 for every Therapy visit provided by the 10th day of the following month the service was provided.
- C. The Hospice will not be eligible for any Federal Social Security, State Worker's Compensation, unemployment insurance.

AGREEMENT BETWEEN HOME HEALTH AGENCY AND HOSPICE PROGRAM FOR PHYSICAL THERAPY SERVICES, OCCUPATIONAL THERAPY SERVICES, SPEECH/LANGUAGE PATHOLOGY SERVICES continued

VI. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution and shall continue in effect for a period of one year. This Agreement will thereafter automatically renew for one year on each contract anniversary date unless notice is given to terminate.
- B. This Agreement may be terminated upon the mutual consent of the parties or either party giving sixty (60) days written notice to the other party.
- C.In the event either party breaches any of the terms of this Agreement, the other party may terminate this Agreement upon 10 days written notice to the party in default.

VII. INSURANCE

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- A. Each party will be responsible for any tortious acts and those of it's officers, employees, or agents, except to the extent that Oregon Law limits the liability of a state institution, it's officers, agents, and employees.
- B. The Home Health Agency, at it's sole cost and expense, shall procure and maintain a professional liability policy to insure Home Health and it's officers, agents and employees, acting within the scope of their duties, against any claim for personal injury or death occasioned directly or indirectly by Home Health in connection with the performance of Home Health responsibilities under this Agreement, which such policy shall provide minimum claim, with total liability coverage of one million dollars (\$1,000,000) for each claim.
- C. Home Health, it's subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide worker's compensation coverage for all their subject workers. Home Health shall require certificate of insurance from each subcontractor or anyone else directly employed by either Home Health or subcontractor.

VIII.QUALITY ASSURANCE

The Home Health Agency and Hospice shall participate in a mutually agreed upon Hospice quality assurance program. Both parties agree to take appropriate action to modify policies or procedures when indicated.

IX.ACCESS TO RECORDS

AGREEMENT BETWEEN HOME HEALTH AGENCY AND HOSPICE PROGRAM FOR PHYSICAL THERAPY SERVICES, OCCUPATIONAL THERAPY SERVICES, SPEECH/LANGUAGE PATHOLOGY SERVICES continued

- A. The Home Health will, upon proper written request, allow the Hospice, it's fiscal intermediary, the Comptroller General of the United States, the Secretary of Health and Human Services, or their duly authorized representatives access to this Agreement, to Home Health Agency books, documents and records necessary to certify the nature and extent of costs of Medicare reimbursable services provided under this Agreement. Such access will be allowed, upon request, until the expiration of four (4) years after the Medicare reimbursable services are furnished.
- B. Both parties shall maintain the confidentiality of records related to hospice patients and shall take reasonable precautions to safeguard records against loss, destruction or unauthorized disclosure.

X. <u>DISPUTE RESOLUTION AND ARBITRATION</u>

In the event of a controversy or claim arising out of the Agreement the parties shall first attempt, in good faith, to resolve the dispute mutually between them.

XI. GENERAL PROVISION

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- A. This agreement may be modified or amended by the mutual written agreement of both parties.
- B. Neither party shall assign nor transfer it's interest nor delegate it's obligation in this contract without the express written consent of the other party.
- C. Both parties agree to comply with all applicable requirements of federal, state, county and local laws, ordinances, and regulations applicable to the work to be done under this Agreement.
- D. Both parties agree to comply with all federal and state laws prohibiting discrimination on the basis of race, sex, national origin, religion, age, or handicap.
- E. All notices, certificates, or communications shall be delivered or mailed to the parties at their respective places of business as identified below, unless otherwise designated in writing:

Home Health Agency Director
Address

Hospice Program Executive Director Address

F. The contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein

regarding this contract. No amendment, consent, or waiver of terms of this contract. No amendment, consent, or waiver of terms of this contract shall bind either party unless in writing and signed by all parties. Any such amendment, consent, or waiver shall be effective only on the specific instance and the specific purpose given. The parties, by the signature hereto of their authorized representative, acknowledges having read and understood the contract and the parties agree to be bound by it's terms and conditions.

Home Health Agency Director/Date CFO/VP Fin(unce

Hospice Program Executive Director/Date

#417 P.002/020

HOSPICE INPATIENT, RESPITE & HOME CARE SERVICES AGREEMENT

This Agreement is entered into this 15st day of September, 2016, between Skyline Hospital (The "Facility"), and Inspiring Hospice Partners of Oregon d/b/a Heart of Hospice (The "Hospice"), a Oregon corporation.

I. Hospice Inpatient & Respite Services

Hospice is engaged in providing interdisciplinary care and treatment of terminally ill patients in order to allow these patients to continue life with minimal disruption. Hospice care is palliative and supportive rather than curative. On occasion, Hospice patients need inpatient care for pain control or symptom management, and patients' families need respite from caring for a terminally ill person. The Facility has established policies consistent with those of the Hospice and agrees to abide by the Patient Care Protocols established by Hospice and is willing to make inpatient and respite services available for use by Hospice patients.

A. Impatient and Respite Services to be Provided by the Facility

Subject to the terms and conditions herein, and at the express authorization of the Hospice as provided herein, the Facility shall provide the following hospice inpatient and respite services to Hospice patients admitted to the Facility in accordance with the patient's Hospice Plan of Care as developed and amended from time to time by the patient's attending physician after consultation with the Hospice physician and an interdisciplinary group of Hospice employees, and in full compliance with Medicare Regulations for Hospice programs. The Facility shall:

- 1. Make beds available to Hospice as needed and available;
- 2. Provide all inpatient and respite services requested by the Hospice, according to the Hospice Plan of Care;
- For inpatient services, ensure that each shift includes a registered nurse who provides
 direct patient care to the patients in the unit to which a Hospice patient is assigned;
- Ensure that each patient receives treatments, medications, and diet as prescribed, and is kept comfortable, clean, well-groomed, and exercises due care to protect from accident, injury and infection;
- Observe, record and report to appropriate Hospice personnel, on a regular basis, the
 patient's response to care and any changes in the patient's condition;
- Provide Hospice patients with unlimited visiting privileges on a 24-hour basis, including small children;
- Allow members of the Hospice interdisciplinary group to provide care to Hospice patients who are inpatients or respite patients at the Pacility;
- Provide physical space for private visiting between patients and their families, and accommodations for family members to remain with the patient throughout the night and

Inpatient/Respite/Home Core Agreement

#417 P.000/020

for family privacy after a patient's death. The patient's family will be allowed to bring in appropriate articles from the patient's home.

- 9. The policies of the Rospice and the patient's Hospice Plan of Care will be carried out exclusively. A change in the policies of Hospice or its concept of care which would materially affect this Agreement shall be subject to Facility's approval.
- 10. The services of the Facility provided pursuant to this Agreement shall be made available to Hospice patients twenty-four (24) hours a day, seven (7) days a week.

B. Initiation and Coordination of Inpatient and Respite Services

- 1. Hospice patients shall be admitted for inpatient or respite services at the Facility by the patient's attending physician and/or the Hospice physician.
- 2. The Hospice shall furnish to the Facility, at the time of the patient's Hospice inpatient or respite admission or as soon thereafter as possible, a copy of the patient's Mospice Plan of Care and pertinent medical history and specifications of the inpatient or respite services to be provided.
- 3. Patient care management and decisions concerning a patient's Hospice Plan of Care are the ultimate responsibility of the Hospice interdisciplinary group.
- 4. The Hospice nurse shall coordinate the services provided to each patient with Facility staff by reviewing the Hospice Plan of Care and scheduling interdisciplinary group meetings as necessary. Maryland, James W
- 5. The Hospice in cooperation with designated Facility personnel shall provide appropriate hospice care training to Facility personnel who will be providing inpatient or respite care to Hospice patients pursuant to this Agreement and the Medicare Regulations. To the extent reasonable, such personnel shall be made available for interdisciplinary group meetings if their participation in such meetings is requested by the Hospice.
- 6. A designated representative of the Hospice shall participate in the Facility's quality assurance program to the extent that such program relates to the inpatient or respite services furnished pursuant to this Agreement, and Facility personnel shall cooperate with the quality assurance efforts of the Hospice.

C. Preparation and Maintenance of Records for Inpatient and Respite Services

- 1. The Facility shall prepare and maintain medical records for each Hospice patient receiving services pursuant to this Agreement and any other documentation that services are performed in accordance with this Agreement, including a record of all inpatient or respite services and events, and these records shall be signed by the person responsible for rendering the service. A copy of the discharge summary shall be provided to the Hospice at the time of the patient's discharge from the Facility or death, and a copy of the medical record shall be provided to Hospice upon Hospice's request,
- 2. The Facility and the Hospice shall hold in strict confidence all patient records and disclose information and data in such records only to persons or entities authorized by the patient's physician or by written consent of the patient or the patient's authorized Impatient/Respitationse Care Agreement Page 2 of 17

#417 P.004/020

representative in accordance with Facility's record disclosure policy, and shall otherwise safeguard the clinical records in their possession against loss, destruction and unauthorized use.

D. Invatient & Respite Services Compensation

- Inpatient Care: For all patients who have elected to receive inpatient hospice care, the Facility shall charge the Hospice for all care and services provided to said patients, and which are covered under the Plan of Care, at 85% Medicare rate per day.
- Respite Care: For all patients who have elected to receive respite care, the Facility shall
 charge the Hospice for all care and services provided to said patients, and which are covered
 under the Hospice Plan of Care, at 85% Medicare rate per day.
- For any services rendered which are not covered by the Hospice Plan of Care, the Facility shall bill the patient or the third-party payor directly.
- 4. The Hospice shall bill Medicare, Medicaid or any third-party payor promptly and directly for services and shall initiate payment to the Facility on the 15th day of each month for services rendered in accordance with the Hospice Plan of Care.
- 5. For all Medicare or Medicaid-eligible patients who have elected to receive Medicare or Medicaid coverage of hospice care, the Facility shall bill the Hospice for Medicaid room and board, and services provided within the Hospice Plan of Care subject to the exception for non-covered services referred to above in Section I., D.3. above. Facility shall not bill Hospice patients directly for any services that are rendered pursuant to this Agreement:
- Inpatient and respite services shall be provided to Medicaid patients under the same terms and conditions in effect for Medicare patients.
- 7. Inpatient and respite services shall be provided to indigent patients in the same manner as other patients, with the Hospice to be responsible for paying the Facility for the costs of providing inpatient and respite care for these patients in accordance with the Hospice Plan of Care.

II. Hospice Home Care Services

The Facility occasionally has among its residents those who meet Hespice admission criteria as set out in this agreement, and the Facility desires to assure that a high quality and level of services are provided to these residents and families with respect to the care and management of their terminal illnesses. The Facility desires to make routine hospice home care services available to these residents and their families in order that they may obtain the additional services covered under the Medicare-Medicaid Hospice Benefit or the hospice benefit of their private insurance or HMO while continuing to reside in the Facility. The Mospice is certified by the federal government to provide comprehensive hospice services to Medicare-Medicaid eligible individuals and desires to provide such services to the residents of the Facility in cooperation with the management and staff of the Pacility.

A. Eligibility for Home Care Services:

#417 P.005/020

Residents eligible for home care services provided in accordance with this Agreement are persons whose place of residence is The Facility and who (a) are determined to be eligible for Medicare Part A / Medicald coverage and reimbursement of health services in The Facility or eligible to receive a hospice benefit for private insurance or HMO; (b) make a Medicare-Medicaid, private insurance or HMO Hospice Election as provided for in Public Law with the result that The Hospice is able to be reimbursed for hospice services provided to the individual while residing in The Facility; (c) are appropriate for and accepted by The Hospice in accordance with this Agreement, including admissions criteria listed as Appendix D; (d) receive Hospice services in accordance with an individualized Hospice Plan of Care developed by The Hospice and The Facility and approved by the physician identified on the Medicare-Medicaid Hospice Election form as being responsible for such resident's health care; and (e) sign appropriate consent forms.

B. Home Care Services to be Furnished by the Hosnice:

- 1. Hospice Care: The Hospice and The Facility shall develop, at the time an eligible resident is admitted into the Hospice program, a Hospice Plan of Care for the management and palliation of the resident's terminal illness. The Hospice Plan of Care is a written document which will include a detailed description of the scope and frequency of hospice services and supplies to be provided by Facility and Hospice to meet the resident's needs. The Hospice Plan of Care will specify which services and supplies are related to the patient's terminal illness, and therefore, will be furnished by The Hospice. The Hospice shall furnish a copy of such Hospice Plan of Care for such resident to The Facility at the time of the resident's admission into The Hospice program. Such Plan of Care shall be furnished to The Facility in the form of physician orders. The Hospice Plan of Care will be updated at least once every 14 days, or more frequently if deemed necessary by The Hospice. A copy of the updated Hospice Plan of Care will be furnished to The Facility as soon as changes are made. The Hospice Plan of Care will be incorporated into The Facility's standard resident care plan.
- 2. Hospice Home Care Services: The Hospice agrees to provide services to eligible residents, as defined in Section II.A., according to a Hospice Plan of Care, as defined in Section II.B.1. Hospice services shall be comprised of all the services, facilities, and equipment made available to those patients otherwise enrolled in The Hospice as routine home care patients. Such services shall, depending upon The Hospice Plan of Care for each eligible resident, include those Hospice services listed in Appendix A attached hereto and by reference made a part of this Agreement. If the eligible resident's Hospice Plan of Care calls for nursing, certified nursing assistant, social work, counseling, chaplaincy, physician, or other services related to the management of the terminal illness and not ordinarily provided by The Facility to all its residents and included in the basic room and board charge. The Hospice shall provide such services to the resident. Additionally, the Hospice will provide educational resources to The Facility staff for purposes of orientation, teaching, and continuing education regarding hospice care.

C. Services to be Furnished by the Facility for Home Care Patients:

The Facility shall furnish to the individual, who is both a resident of The Facility and a Hospice home care patient, all of those services which The Racility normally would have provided in the absence of The Hospice program, as provided for in The Pacility's policies, procedures, Inpallant/Requite/Hunju Care Agreement Page 4 of 17

#417 P.006/020

protocols, and agreements with the resident and the resident's place of residence in The Facility. The Facility shall provide those services which approximate the kind of service which would have been provided by family members.

With respect to the management of the patient's terminal illness, The Facility shall:

- I. Identify potential Hospice home care patients among its residents and contact The Hospice so that The Hospice may provide hospice services to the resident, subject to such resident's meeting The Hospice's criteria for admission;
- 2. Immediately notify The Haspice in the event of changes in the patient's condition;
- 3. Permit access and visiting privileges to individuals specified as visitors by The Hospice patient on a twenty-four (24) hour a day basis, each day of the calendar year,
- 4. Provide usual and customary services of The Facility subject to the Hospice Plan of Care for such patient;
- 5. Make records pertaining to care and services furnished by The Facility to the Hospice patient available to The Hospice subject to the patient's consent and in compliance with applicable law;
- 6. Familiarize itself with the administrative, record-keeping and personal care needs of Hospice patients and perform its obligations under this Agreement in accordance with recognized professional standards for the care of terminally ill patients;
- 7. Provide room and board to each Hospice patient, including personal care services, assistance in activities of daily living and in socializing activities, administration of medication and supervision and assistance in the use of durable medical equipment and prescribed therapies, medical supplies, and PT, OT and speech pathology;
- 8. Provide care to each Mospice patient to keep him/her comfortable, clean, well-groomed and protected from accident, injury or infection, and maintain the cleanliness of The Hospice patient's room,
- 9. Solely by virtue of the resident's receiving Hospice home care services and being admitted into the Hospice program, the financial responsibility of The Facility for services unrelated to the terminal illness which are provided to such a resident shall neither increase nor decrease.

D. Compensation for Hospice Home Care Services:

- Compensation for Hospice/Home Care Services:
 - (a) Medicaid Patients. The Hospice shall pay The Facility a daily rate for Nursing Facility room and board services provided to each Medicaid Hospice home care patient in accordance with Appendix B, as it may be amended from time to time Impatient/Respite/House Care Agreement Page 5 of 17

#417 F.007/020

and Hospice shall pay The Facility at the rates indicated on Appendix C to reimburse The Facility for provision to The Hospice patient of medical equipment, supplies and other ancillary services.

(b) Private Pay Potients. The Pacility shall bill each Private Pay Hospice patient

for Nursing Facility room and board and other services.

- (c) Other Services. The Facility shall bill any Hospice patient for Nursing Facility services provided at the request of The Hospice patient. Any services which are not deemed reasonable or necessary for the management of terminal illness and not rendered in accordance with the Mospice Plan of Care will not be paid by The Hospice.
- Drugs And Pharmaceuticals: The Hospice agrees to provide all drugs and pharmaceuticals related to the management of the terminal illness and which are specified in the Hospice Plan of Care for the eligible resident. Medications may be purchased from The Facility's pharmaceutical services provider as indicated in Appendix C. The Hospice may also purchase services, medical equipment and supplies for Hospice patients from the Pacifity. In the event that The Hospice wishes to purchase and The Facility wishes to sell any such services, equipment and supplies the terms of such purchases shall be as set forth in Appendix C.
- The Hospice shall bill Medicare, Medicald or any third-party payor promptly and directly for services and shall initiate payment to the Facility upon reimbursement on the 15th day of each month for services rendered.

III. Provisions Common to Hospice Inpatient, Respite and Home Care Services

A. Insurance: Each party agrees that it shall maintain in full force and effect, and at its sole expense, policies of general and professional liability insurance with minimum separate limits of \$1,000,000 per occurrence, \$3,000,000 in the aggregate, with respect to claims arising or resulting from the acts or omissions of such party, its employees or agents, in connection with this Agreement. Each party shall supply the other party, prior to the effective date of this Agreement, with certificates of insurance evidencing such coverage and stating that such coverage will not be canceled or reduced without thirty (30) days' prior written notice to the other party. Each party shall also maintain in full force and effect, at its sole expense, workers' compensation insurance as required by law.

B. Coordination of Services:

- 1. In accordance with admissions criteria and other provisions of this Agreement, Hespice patients may be admitted directly to the Facility for Hospice inpatient, respite or home care services. In addition, residents of the Facility may be admitted to Hospice inpatient, respite and home care services or transferred between levels of Hospice care as appropriate.
- 2. Except in the case of an emergency, the Facility agrees not to transfer any Hospice patient to another care setting without the prior approval of The Hospice. If The Facility fails to obtain the prior approval in a non-emergency transfer, The Hospice bears no financial responsibility for the costs of transfer and the costs of care provided in another setting.
- 3. The Hospice patient's personal physician shall be responsible for the direct medical care of The Hospice patient, and The Facility may consult with The Hospice patient's Inpution/Respile/Home Care Agreement Page 6 of 17

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personal physician on matters of treatment, medication, care and the like. Should The Hospice patient's personal physician be unavailable for consultation, The Facility may consult with and act upon the recommendations of The Hospice physician. Should both of the aforementioned physicians be unavailable and medical consultation be necessary, the Facility may consult with and act upon the recommendation of The Facility's physician.

C. Facility Licensure and Qualifications

- 1. All Facility personnel providing services to Hospice patients pursuant to this Agreement shall have and maintain on a current basis all appropriate licenses, certifications, and other permissions necessary lawfully to provide their services and shall comply with the Facility's general personnel policies and health standards.
- The Facility hereby warrants that it participates in the Medicare and Medicaid programs. The Facility shall immediately notify the Hospice concerning any proposed, threatened, or actual revocation, termination, or material modification of its certification as a Medicare or Medicaid provider.
- D. Access: The parties agree that representatives of The Facility shall be able to attend and participate in Hospice Interdisciplinary Team Conferences for the purpose of developing and evaluating the Hospice Plan of Care for such eligible residents.
- E. Financial Responsibility: Arrangements with other providers, including but not limited to facilities to which Hospice patients may be transferred, must be made by The Hospice and not by The Facility.
- F. Hospice Physician Services: The Mospice shall provide home visits by a Hospice-employed physician to residents who are Hospice patients when such visits are called for in the Hospice Plan of Care. Such visits shall be solely related to the patient's terminal illness and are understood as not duplicating or replacing the services of the resident's attending physician, which, under Public Law 97-248, may continue to be provided and billed to Medicare Part B, even though the resident may be receiving Hospice care which includes the services of the Hospice-employed physician.

Family Services and Bereavement Care: The Hospice agrees to provide counseling to family members, as well as to The Facility staff as needed, to assist them in adjusting to the patient's terminal condition and in addressing the emotional stress often associated with terminal illness. The Hospice agrees to provide bereavement counseling at no charge to family members, as well as to The Facility staff as needed, for a period of at least 13 months after the death of a Hospice patient who was a resident of The Facility.

Provider of First Choice: The Facility agrees to exert its best efforts to promote the appropriate use of Hospice services by directing the personnel of the Facility to refer all terminally ill residents, subject to the informed consent of the resident and the approval of the attending physician, to Heart of Hospice.

Joint Review of Mospice Services: The Facility and the Hospice shall establish and maintain a Joint Committee composed of two (2) Facility representatives and two (2) Hospice representatives. The Joint Committee shall facilitate cooperative efforts between the Facility and the Hospice in providing care for terminally ill Hospice patients and

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review, as they arise, on an informal basis, any issues of concern to the parties to this Agreement.

The Facility as a Place of Residence: This Agreement is entered into with the understanding that The Facility constitutes, for the purpose of complying with the Hospice admission criteria, the eligible individual's place of residence. Because The Facility provides support and services to residents which otherwise may be provided by families, The Hospice agrees to accept residency in The Facility as satisfying the Hospice admission requirement that a patient live at home and have a primary caregiver. The obligation of The Hospice to continue to provide Hospice home care services to residents of The Facility is contingent upon the resident's continuing to fulfill the U.S. Health Care Financing Administration definition that The Facility is considered that patient's residence.

Reimbursement: It is the policy of the Hospice to alleviate to the maximum degree possible the financial barriers frequently present in the health profession. THEREFORE, all costs incurred in rendering palliative care to hospice patients are fully paid by the Rospice. The only requirement is that such care MUST be in accordance with the Hospice Plan of Care. Services rendered beyond the Hospice Plan of Care are the responsibility of the patient. Of course, if the patient is covered by Medicare, Medicaid, or commercial insurance, they may be billed by the non-hospice provider in the traditional manner for such non-palliative care.

Access: For a period of five (5) years from and after completion of all services and functions by The Facility and The Hospice pursuant to this Agreement, each party agrees to make available, upon request of the other or of the Compttoller General of the United States, or of the Secretary of the Department of Health and Human Services, or duly authorized representatives of any of the above, a copy of this Agreement, and all books, documents, and records of The Facility or the Hospice that any of the said parties reasonably deems necessary or desirable to certify the nature and extent of the costs of services or functions supplied by The Facility or The Hospice pursuant to this Agreement. If The Facility should be authorized by The Hospice in the fixure to carry out any of the duties of this Agreement through a subcontract, The Facility agrees that such subcontract shall contain a clause to the effect that until the expiration of five (5) years after furnishing of such services or functions pursuant to the subcontract, the subcontractor agrees to make available, upon request of The Mospice, or any of the duly authorized representatives listed above, all books, documents, and records of such subcontractor that any of the said parties reasonably deems necessary or desirable to verify the nature and extent of the costs of the services or functions supplied by the subcontractor pursuant to the subcontract. Copies of books, documents and records shall be furnished hereunder only with the written permission of The Hospice patient or responsible party, if applicable.

Applicable Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

Term: The initial term of this Agreement shall be for one year beginning on the effective date, with automatic one-year renewals unless sooner terminated. Either party may terminate this Agreement by giving the other party thirty (30) days' prior written notice of its intention to terminate. This Agreement will terminate immediately in the event of loss of licensure by either party, failure of either party to maintain the insurance required hereunder, insolvency or bankruptcy of either party, or cessation of operations or assignment of assets for the benefit of creditors by either party.

From

Indemnification and Limit of Liability: The Facility shall not be liable under any contract or obligations of The Hospice, except as otherwise provided, pursuant to this Agreement, or for any act or omission of The Hospice or The Hospice's officers, directors, employees, or agents, and The Hospice agrees to indemnify and hold harmless The Facility from any and all losses, damages, costs, and expenses, including but not limited to, reasonable attorneys' fees and court costs, resulting from or arising out of, any claimed willful or negligent act or omission by The Hospice, or any of its directors, employees, agents, volunteers or independent contractors (excluding The Facility) in connection with this Agreement.

The Hospice shall not be liable under any contract or obligations of The Facility, except as otherwise provided pursuant to this Agreement, or for any act or omission of The Facility or The Facility's officers, directors, employees, or agents, and The Facility agrees to indemnify and hold harmless The Hospice from any and all losses, damages, costs, and expenses, including but not limited to, reasonable attorneys' fees and court costs, resulting from or arising out of, any claimed willful or negligent act or omission by The Facility, or any of its directors, officers, employees, agents, volunteers or independent contractors (excluding The Hospice) in connection with this Agreement.

Independent Contractors: It is understood that both parties to this Agreement are independent contractors and engage in the operation of their own respective businesses. Neither party is, or is to be considered as, the agent of the other party for any purposes whatsoever. Neither party has authority to enter into contracts or assume any obligations for the other party, or make any warranties or representations on behalf of the other party. Nothing in this Agreement shall be construed to establish a relationship of copartners or joint venture between the two parties.

Termination of Hospice Services by the Hospice Patient: The Hospice patient may terminate receipt of Hospice services provided pursuant to this Agreement by written notice, including but not limited to use of Hospice's revocation form, given by The Hospice patient or his/her legal representative to The Hospice and The Facility as per 42 CFR Part 418.28. Such termination shall be effective upon delivery of such notice to both The Facility and The Hospice or at such time as specified in the written notice. Termination of Hospice services and/or The Facility services by an individual Hospice patient shall not constitute a termination of this Agreement as a whole.

Amendment: This Agreement may be amended at any time by mutual written agreement of the Facility and the Hospice.

Civil Rights: Each party warrants to the other that it is in compliance with Title VI of the Civil Rights Act of 1964 and agrees to comply therewith in furnishing services to Hospice patients without discrimination on the grounds of race, age, color, religion, sex, national origin or mental or physical handicap.

- G. Entire Agreement: This instrument (including exhibits hereto) contains the entire agreements of the parties hereto and supersedes all prior oral or written agreements or understandings between them with respect to the matters provided for herein.
- H. Severability: This Agreement is severable, and in the event that any one or more of the provisions hereof shall be invalid, illegal, or unenforceable in any respect, the validity, enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

- I. Descriptive Headings: The descriptive headings in this Agreement are for convenience only and shall not affect the construction of this Agreement,
- J. Enforcement: It is the explicit intention of the parties hereto that no person or entity other than the parties hereto, except governmental authorities to the extent required by law, is or shall be entitled to bring any action to enforce any provision of this Agreement against either of the parties hereto or their respective successors and assigns as permitted hereunder.
- K. Assignment: This Agreement shall not be assignable by either party without the prior written consent of the other party hereto.
- L. Waiver: Neither the waiver by either of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, shall thereafter be construed as a waiver of any such provisions, rights, or privileges hereunder.
- M. Notice: All notices provided for or required in this Agreement shall be in writing and shall be deemed to have been given when personally delivered or mailed by certified or registered mail as follows (or to such place or person as either party may from time to time specify in a notice to the other party):

To: <u>The Facility</u>
Skyline Hospital
211 Skyline Drive
White Salmon, WA 98672
(509) 493-1101

To: <u>The Hospice</u>
Inspiring Hospice Partner's of Oregon
d/b/a Heart of Hospice
2621 Wasco Street
Houd River, OR 97031
(541) 716-5386 office
(541) 399-8010 fax

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement or have caused this Agreement to be duly executed on their behalf, as of the day and year first hereinabove set forth.

The Facility: Skyline Hospital	The Hospice: Heart of Hospice
By follow the	By: Strevi
Title CEO	Steve Morris Title: Principal
Witness Moch	Witness Amenasco
Date 9/15/16	Date 9/15/16
Feallity Medicziel Number	Spanice Medicare Number 42, 1502

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Page 10 of 17

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Ø012/020 #417 P.012/020

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N/A () Pacifity Medicare Number__ n/a () Facility Livenso Typo () Nursing Home () Assisted Living/Personal Care Home State License Number: 38-1554 () Hospital () Residential Care Center Facility Federal ID Number_ Hospico Pederal ID Number 47-5199133 Facility Copy of State License Attached Hospice Copy of State License Atlached []Yes |]No (X) Yes [] No pending Facility Proof of Insurance Coverage Attached Hospico Proof of Insurance Coverage Ausohed [X] Yes [] No pending | Yes | | No

#417 P.013/020

APPENDIX A

ROUTINE HOSPICE HOME CARE SERVICES

Based upon the needs of the patient and family as determined by The Hospice, and documented in the patient's Hospice Plan of Care and interdisciplinary record of care, the following services related to the management of the terminal illness will be provided to eligible residents by the

- 1. Facility visits by registered nurses.
- 2. Facility visits by hospice physicians.
- 3. Facility visits by licensed practical nurses.
- 4. Facility visits by certified nursing assistants.
- 5. Facility visits by social workers.
- 6. Facility visits by chaplains.
- 7. Facility visits by volunteers.
- 8. Durable medical equipment and medical supplies related to The Hospice's palliative management of the patient's terminal illness.
- 9. Prescription drugs specifically delineated in the Plan of Care as being related to The Hospice's palliative management of the patient's terminal illness.
- 10. Palliative Physical Therapy.
- 11. Nutritional counseling and meal planning.
- 12. Palliative Speech Therapy.
- 13. Palliative Ostomy Therapy.
- 14. Palliative Occupational Therapy.
- 15. Palliative Respiratory Therapy.
- 16. Counseling services to family members during the time the patient is receiving Hospice care.
- 17. The Flospice will coordinate, supervise, and evaluate the service rendered within the scope of this Agreement, including the initial and ongoing assessments.
- 18. The Hospice Team, including the attending physician, retains authority and responsibility for the professional and medical management of the patient care, and for documenting the Hospice services in the Hospice medical record.
- 19. Hospice services are available twenty-four (24) hours a day, seven (7) days a week. Registered nurses are on call twenty-four (24) hours a day, seven (7) days a week.
- 20. Bereavement care and counseling for family members and Facility staff for up to 13 months, as needed, following the patient's death,

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#417 F.014/020

APPENDIX B

ROOM AND BOARD

In accordance with Washington Medicaid regulations, the Facility shall bill the Hospice 100% of the established Medicaid daily rate for the room and board provided to Medicaid recipients residing at the Nursing Facility who are certified terminally ill and elect the Medicaid Hospice Benefit. Room and Board includes performance of personal care services, including assistance in activities of daily living, socialization activities, administration of medication, maintaining the cleanliness of the resident's room, and supervision and assistance in the use of durable medical equipment. The Pacility shall inform The Hospice of the Facility's established Medicaid daily room and board rate as of the effective date of this Agreement; thereafter, The Facility will notify The Hospice within 15 days of any Medicaid rate change so that The Hospice can adjust its charges.

Billing

In Washington/Oregon the Pacility shall submit to Hospice all bills for daily room and board within thirty (30) days of the provision of service. Hospice shall pay The Facility within thirty (30) days of the date The Facility would have received payment from the state had The Facility billed

Patient Co-Payments

The Facility shall be responsible for continuing to collect payments in situations where Medicaid is not responsible, such as spend-down amounts or SSI payments which normally offset toom and board charges, and monthly living allowances.

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#417 P.015/020

APPENDIX C

PURCHASE OF SERVICES, EQUIPMENT, SUPPLIES AND MEDICATIONS

As needed by the patient and related to the patient's terminal illness, The Hospice may purchase from The Facility the following services, equipment and supplies:

Services:

PT, OT, Speech, LPN, CNA, Nutritional Consultation

Negotiated

Market Rates*

*All fringe benefits will be paid by the Pacility and the staff will be exclusively under the control of Hospice management and will work exclusively with Hospice patients and families.

Durable Medical Equipment:

Hospital Bed (semi electric), Wheelchair, Bedside Commode, Oxygen Concentrator, Portable

Soft Goods/Medical Supplies:

Diapers, Underpads, Bedpan, Emesis Basin, Diaper Wipes, Oral Care Kit, Egg Crate, Tape, Other

*Due to the patient's terminal condition, the Hospice Plan of Care may specify additional supplies.

Medications:

Medications Related to Terminal Illness (Pain, Sleep, Bowel)

Market rare

AUTHORIZATION FOR PURCHASES

The Hospice shall provide to The Facility a list of those individuals authorized to purchase or order services, equipment and supplies from The Facility related to the management of a patient's terminal illness.

BILLING AND PAYMENT

The Facility shall bill The Hospice on a monthly basis for all services, equipment and supplies purchased from the Facility by The Mospice. The Hospice shall only be liable for payment for those services, equipment and supplies specifically ordered by an authorized representative of The Hospice. The Hospice shall pay The Facility, based on an itemized billing for each patient, for all such ordered items and services within thirty (30) days after the receipt of each bill for services rendered the previous month. It is the intent of the Hospice to pay the Facility by the end of the next month after services are rendered. This is dependent on the approval of the correct invoice by the Facility and returning the approved invoice to the Hospice on a timely basis.

#417 P.018/020

From:

APPENDIX D

HOSPICE ADMISSION CRITERIA

Admission to The Hospice program of care is dependent on patient and family needs and their expressed request for hospice care. The concern of those seeking assistance in coping with terminal disease is not only whether they can find appropriate care, but also whether they will have any control over the care that is given. For some patients and their families, high-risk, high-technology therapies are the only forms of treatment they will accept, even when cure is increasingly less likely. For such patients, admission to The Hospice program, with its emphasis on the appropriate use of technology, highly personalized palliative care, and acceptance of the inevitability of death, may be stressful, inappropriate, and poorly received. Therefore, The Hospice program requires the patient and/or legal representative to sign a statement of informed consent and request an approval of care prior to initiation of hospice care. This statement will acknowledge that:

- The patient and/or family understands The Hospice concept of care as being palliative and not curative in its goals.
- The patient and/or family understands The Hospice concept of care as requiring the active
 participation of the family, if available, as caregiving members of The Hospice team
 consistent with the capabilities of the family.
- 3. The terminal prognosis of six months or less is validated by The Hospice physician.
- 4. As appropriate, a primary care person is available or arrangements are made to utilize other resources in lieu of a primary care person. The importance of the primary care person is discussed with the patient and/or family.
- 5. The patient lives in The Hospice service area.
- Race, color, creed, religion, sex, sexual orientation, age, physical or mental handicap, or national origin shall not be used as criteria for admission.
- In no case shall a patient and/or family be admitted to The Mospice without the prior consent
 of the patient's personal physician as named by the patient and/or family.
- 8. Final determination of eligibility for admission is made by The Hospice team.
- The patient and/or family understands that The Hospice retains responsibility for determining the appropriate location for treatment.
- 10. Patients and/or families admitted to The Mospice program are provided care at home or in the inpatient facility based on the resident's needs as identified in the interdisciplinary Plan of Care, regardless of ability to pay.

PARTICIPATING HOSPITAL AGREEMENT

THIS AGREEMENT is entered into as of this 27th Day of January, 2007, between Heart of Hospice, LLC, and Providence Hood River Memorial Hospital, (hereinafter referred to as Provider).

WHEREAS, Heart of Hospice, LLC wishes to realize stability and predictability in associated health care cost factors;

WHEREAS, Provider wishes to provide acute care Hospital Services to Heart of Hospice, LLC covered members; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

1) Provider agrees.

- a) To accept payment from Heart of Hospice, LLC on behalf of Heart of Hospice, LLC covered members for services and supplies rendered to them during an Inpatient scute care stay and covered under the Heart of Hospice, LLC policies, such payment to be based upon, and not to exceed that stated in Attachment A
- b) That Provider will not attempt to collect from the member or Heart of Hospice, LLC any amount over that stated in Attachment A. However, it shall be the responsibility of the Provider to collect for those services not directed by Heart of Hospice or those services provided to treat conditions not directly related to the primary diagnosis qualifying the patient for the Medicare hospice benefit,
- c) To submit billings to Heart of Hospice, LLC directly for services and supplies rendered using the Provider's usual and customary rates established, including full itemizations for charges if requested (using current CPT procedure coding, ICD-9 diagnosis coding, HCPCS, and DRG coding when applicable), for the Hospice Member's dates of service.
- d) To indemnify and hold Heart of Hospice, LLC harmless from and against any and all claims or sults, losses, damages, liabilities, judgments, expenses, attorney fees and court costs in any way arising out of services or supplies rendered hereunder by Provider, and, in the event of alleged improper medical treatment of a patient by Provider, so as to indemnify and hold Heart of Hospice, LLC harmless when the exposures mentioned above arise out of the negligence or intentional misconduct of Provider or Provider's employees.

- e) To cooperate with Heart of Hospice, LLC to the extent permitted by law, in maintaining medical information and with the express written consent of the insured, in providing, at no charge, medical information requested by Heart of Hospice, LLC which is necessary for coordination of benefits, quality assurance, utilization review, third party claims, pre-existing condition investigations and benefits administration. A copy of the Medical Record of that inpatient event (discharge summary) will be provided to Heart of Hospice, LLC upon presentation of patient's authorization. The record will be made available but cannot leave Provider's premises; copies can be made as long as there is a valid authorization to release that information. The parties agree that such records shall remain confidential unless such records may be legally released or disclosed.
- f) To abide by the patient care protocols established by the hospice for its patients.
- g) That all employed and contracted physicians will comply with Medicare credentialing requirements.

Heart of Hospice, LLC agrees:

- a) To make payment for services rendered directly to Provider. Payment will be based upon the Medicare rates applicable to Heart of Hospice, LLC in effect at the time the services are rendered or provided. This shall be treated as a "100% pass through" payment and provider will receive 100% of the per diem rate, published by Medicare for Hospice inpatients. Furthermore as the base rate is adjusted by the Market Basket increases each fiscal year, Heart of Hospice, LLC will adjust the per diem rate as published by the Federal Register prior to the beginning of each new fiscal year. These regulations have been codified and can be found at 42 CFR 418.306(a)-(b).
- b) To make payment to Provider for covered services within thirty (30) days of receipt of a complete and accurate claim, or to request in writing any corrections or additional information from the Provider within thirty (30) days of receipt of an incomplete or inaccurate claim.
- c) To hold Provider harmless from and against any and all claims or suits, losses, damages, liabilities, judgments, expenses, attorney fees and court costs in any way arising out of services or actions rendered hereunder by Heart of Hospice, LLC, and/or their direction when patient is in the hospital.
- d) To retain general liability insurance for this arrangement and provide updated copies to provider upon renewal.

- e) To deliver to Provider quarterly accounting accurately summarizing the financial transactions between the parties.
- f) To retain a doctor of medicine or osteopathy licensed under ORS chapter 677 with appropriate privileges to practice medicine at Provider Hospital who shall be responsible for all final medical decisions relating to the patient's stay.
- g) To furnish to the inpatient Provider a copy of the patient's plan of care and specify the inpatient services to be furnished. A credentialed physician, within Provider's Hospital must authorize the admission.
- h) To provide oversight of patient when in Provider's care, initially, to ensure we are following the requirements of 42 CFR 418.58(e)(2).
- To retain responsibility for the appropriate hospice care training of the personnel who provide the care under this agreement.
- To abide by Provider's policies for staff training, identification badges and other policies governing independent contractors, including Hospice workers, who may render patient care at Provider Hospital.
- 3) It is further agreed that; Provider is entitled to withdraw from the care of a patient when, in the professional judgment of Provider, it is in the best interest of the hospice member/patient to do so.
- 4) Provider, while practicing in conformity with ORS 677.095, may advocate a decision, policy, or practice without being subject to termination or penalty for the sole reason of such advocacy. However, provider will work with Hospice and the care plan provided by Hospice, and work in collaboration with the Hospice Care Team.
- 5) This agreement is nonexclusive and Provider and Heart of Hospice, LLC are free to contract with other provider and health organizations or otherwise make other provider arrangements.
- 6) There shall be no assignment of this Agreement or of the rights, duties, or obligations of said agreement by either party without the express written approval of the other party.
- 7) None of the provisions of this Agreement is intended to create or shall be deemed or construed to create any relationship between the parties hereto other than that of independent entities or persons contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement.

- Neither of the parties hereto, nor any of their respective agents or employees, shall be construed to be the agent, employee or representative of the other.
- 8) This Agreement may be terminated by either party, at any time, with or without cause, by giving sixty (60) days prior written notice to the other party by certified mail. When termination is due to issues relating to quality of care, Provider will be given due notice thereof and may exercise its rights to resolve such dispute pursuant to the provisions of paragraph 12 of this Agreement. This Agreement will remain in effect unless terminated in the course of said dispute resolution process. Unless terminated by either party, this Agreement shall be for a one year term and may be renewed for succeeding one year terms upon written agreement of both parties. The rates payable under the terms of this agreement shall be modified by Heart of Hospice. LLC on the effective date of any changes implemented by the Medicare program. Termination shall have no effect upon the rights and obligations of the parties arising out of trensactions occurring prior to the effective date of such termination.
- 9) The waiver by any party of a breach or a violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
- 10) During the term of this Agreement and for a period of four years after the termination hereof, Heart of Hospice, LLC shall grant access to the following documents to the Secretary of the U.S. Department of Health and Human Services ("Secretary"), the U.S. Comptroller-General and their authorized representatives: this Agreement, and all books, documents and records necessary to verify the nature and costs of services provided hereunder. If Heart of Hospice, LLC carries out the duties of this Agreement through a subcontract worth Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization, this subcontract shall also contain a clause permitting access by the Secretary, Comptroller-General and their authorized representatives to the related organization's books, documents and records.
- 11)The invalidity or inability to enforce any terms or conditions herein shall in no way affect the validity or enforceability of any other term or provision.
- 12) The parties hereto agree to submit any dispute under this Agreement to binding arbitration in Hood River, Oregon, in accordance with the Oregon Commercial Arbitration Rules of the American Arbitration Association and with discovery being governed by the Federal Rules of Civil Procedure applicable in the United Stated District Court for the District of Oregon. One arbitrator will be named by each party and the arbitrators so chosen will name a third neutral arbitrator. Judgment upon the award rendered by the arbitrators may be entered into the judgment docket of any available court.

The cost of arbitration shall be shared equally by the parties to it. Each party shall be solely responsible for its attorney's fees, if any.

13) All notices which are, or may be required to be given by either party to the other in connection with this Agreement and the transactions contemplated thereby shall be in writing and, except as may be otherwise provided in this Agreement, shall be deemed to have been properly given if and when delivered personally or sent by mail addressed to the below indicated address of the party to be notified, or at such other place as either party may from time to time designate by written notice to the other party:

Provider
Providence Hood River Memorial Hospital
PO Box 149
Hood River, OR 97031
Attention: Chief Executive

Heart of Hospice, LLC Heart of Hospice 1280 Alameda Road Hood River, OR 97031 541-386-1942

IN WITNESS WHEREOF, the parties have executed this Agreement to be bound as of the date set forth on the first page.

Heart of Hospice, LLC By: Kelvin Scribner

Title: President, Heart of Hospice, LLC

DREUTIN/CED HEART OF HOSPIELLE

Date

2/27/07

Provider.

Ву:

Title: CIND BARRY

Date 2-23-07

Policy Number: PC.A25

ADMISSION TO HOSPICE CARE Page 1 of 2

NHPCO Standard(s): Regulatory Citation(s):

PFC 2.1; IA 1.2; OE 2.1; CLR 2.2; IA.1.3 42 CFR 418.25

L-Tag(s):

None

POLICY:

Patients who meet the admission criteria are admitted to Heart of Hospice regardless of age, ethnicity, mental status, physical status, pre-existing condition, race, color, religion, sex (including gender identity and sexual orientation), national origin, disability or genetic information.

- 1. During the referral process, hospice staff determine the patient's eligibility for hospice based on the following criteria:
 - a. verbal or written certification by the patient's
 attending physician (if there is one) and the hospice
 physician that the patient has a prognosis of 6
 months or less if the disease follows its normal
 course;
 - b. the patient resides in the geographic area served by the hospice program;
 - c. the patient understands and accepts the palliative nature of hospice care and no longer seeks aggressive or curative treatment;
 - d. there is a capable primary caregiver, or, if no caregiver is available, the patient agrees to assist the hospice in developing a plan of care to meet his or her needs;
 - e. the hospice has adequate resources, staffing, and competency to meet the needs of the patient; and
 - f. the patient and/or caregiver wish to receive hospice services.
- 2. The hospice intake department checks the Common Working File and other resources as necessary to determine if the patient has a prior history of hospice care and to ensure that the patient is admitted into the correct benefit period.
- 3. If a patient is in his or her third or later benefit period, a face-to-face encounter takes place prior to admission unless exceptional circumstances are present.
- 4. The hospice obtains orders from a physician according to law and regulation and professional standards of practice before providing care.

Policy Number: PC.A25, Page 2 of 2

- If it is determined that the patient does not meet the criteria for admission, reasons for non-acceptance are documented in the admission notes and communicated to the referrer and patient/caregiver as appropriate.
- 6. Efforts are made to refer non-accepted patients to appropriate community resources or other health care providers.
- 7. The hospice collects data regarding the appropriateness and timeliness of admissions that is utilized in the hospice's Quality Assessment and Performance Improvement (QAPI) program.

Policy Number: PC.R13

REFERRALS TO HOSPICE CARE Page 1 of 2

NHPCO Standard(s): Regulatory Citation(s): L-Tag(s): PFC 2.1; CES 1.1

None None

POLICY:

Heart of Hospice accepts referrals of patients for hospice admission 24 hours a day, 7 days a week.

- 1. During scheduled working hours of 8:00am to 5:00pm, Monday through Friday, the Clinical Director or designee accepts new referrals and completes the *Referral/Intake Form*.
- 2. Outside of scheduled working hours, referrals are taken by the On-Call Nurse, who completes the Referral Intake Form and notifies the referral source that a hospice representative will return their call the same day or next day. The On-Call Nurse responds to urgent referrals for admission.
- 3. When a patient or family member makes the referral, the Clinical Director or the On-Call Nurse contacts the patient's attending physician to confirm the patient's eligibility for hospice care, and to obtain the attending physician's orders to admit the patient for hospice services.
- 4. If the attending physician denies approval of the referral to hospice, the Clinical Director or On-Call Nurse notifies the referral source of the attending physician's response. The Referral/Intake Form is placed in the "Referrals Not Admitted" file with documentation of why the patient was not admitted.
- 5. When the referral is initiated or approved by the attending physician and orders have been obtained, the Clinical Director or designee:
 - a. contacts the patient/caregiver to schedule an appointment for the admitting RN to visit within 24 hours unless the patient/caregiver requests otherwise;
 - b. notifies the admitting RN of the date, time, and the location of the appointment;
 - c. provides a copy of the Referral/Intake Form to the admitting RN; and
 - d. notifies the referral source of the hospice intervention.

Policy Number: PC.R13, Page 2 of 2

 The Common Working File is checked for every referral to identify patients who have a history of prior hospice care to ensure the patient is admitted to the correct hospice benefit period.

Charity Care

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

POLICY:

Patients without third-party payer coverage and who are unable to obtain means to pay for hospice care will be accepted for charity care admission. Heart of Hospice will establish objective criteria and financial screening procedures for determining eligibility for charity care. The organization will consistently apply the charity care policy.

PROCEDURE:

- 1. When it is identified that the patient has no source for payment of services and requires hospice care, a social worker will meet with the patient to determine potential eligibility for financial assistance from other community resources.
- 2. The Executive Director and the Director of Clinical Services will review patient information, including financial declarations, physician (or other authorized licensed independent practitioner) orders, initial assessment information, and social work notes to determine acceptance for charity care.

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

4. After acceptance for charity care, the patient's ability to pay will be reassessed by the social worker to determine if the patient may now be eligible for other resources due to time factors.

5. The Heart of Hospice Foundation will be contacted should the need for further financial assistance be required.

Date:

January 2007

Revised: Reviewed: April 2012, June 2012

X:\Policies and Procedures\Updated Policies 2012\Charity Care

Policy Number: AD.010

QAPI - BENCHMARKING

NHPCO Standard(s): Regulatory Citation(s): L-Tag(s):

PM 6; PM 6.1; PM 6.2; OE 3.2

None None

POLICY:

To further the goals of the hospice industry and evidence-based research, Heart of Hospice participates in the development, collection and submission of hospice benchmark data.

- 1. The QAPI Committee determines which data are most appropriate for submission to State and national benchmark initiatives.
- 2. Mechanisms for the collection of appropriate data are developed and implemented.
- Members of the QAPI Committee review and incorporate standardized and validated tools to measure outcomes.
- 4. The results of internal data collection are analyzed in order to identify performance improvement opportunities.
- 5. The results of data analyses by State and national initiatives are reviewed and utilized by the QAPI Committee to determine the position of Heart of Hospice with respect to the data and to identify performance improvement opportunities as appropriate.

Policy Number: AD.015

QAPI – PERFORMANCE IMPROVEMENT PROJECTS

NHPCO Standard(s):

PM 4; PM 5; PM 5.1; PM 5.2; PM 5.3; PM 5.4; PM 5.5; PM 5.6; PM 5.7

Regulatory Citation(s): L-Tag(s): 42 CFR 418.58(d); 418.58(d)(1); 418.58(d)(2) 571, 572, 573

POLICY:

As part of its QAPI program, the hospice develops, implements and evaluates performance improvement projects.

- 1. The number of performance improvement projects conducted each year is based on identified needs and consistent with the size, complexity and past performance of the hospice's services and operations.
- 2. The planning, development and implementation of performance improvement activities and projects is comprehensive and collaborative.
- The QAPI Committee makes recommendations for potential performance improvement projects based on the results of quality monitoring throughout the hospice and patient care priorities.
- 4. The QAPI Committee involves members of appropriate departments, disciplines and programs in the planning, implementation and evaluation of selected performance improvement activities and projects.
- 5. All performance improvement projects conducted, the reasons for selecting specific projects and the measurable progress achieved of all activities and projects are documented in QAPI Committee meeting minutes and communicated throughout the hospice and to the hospice's Board of Directors.
- 6. Progress and improvement achieved through selected performance improvement activities and projects is continually evaluated and sustained over time.

Policy Number: AD.O20

QUALITY ASSESSMENT AND PERFORMANCE IMPROVEMENT PROGRAM (QAPI)

Page 1 of 2

NHPCO Standard(s): Regulatory Citation(s): L-Tag(s): PM 1; PM 1.1; PM 1.2; PM 1.3; PM 2; PM 2,1; PM 2.2 42 CFR 418.58 559, 560

POLICY:

Heart of Hospice develops, implements and maintains an effective, ongoing, hospice-wide and data-driven quality assessment and performance improvement (QAPI) program that reflects the complexity of the hospice's organization and services.

- 1. The QAPI program includes processes for measuring, analyzing, and tracking quality indicators, including adverse patient events, and other aspects of performance that enable the hospice to assess processes of care, services and operations.
- 2. The hospice collects data that is used to monitor the effectiveness and safety of services and quality of care and identify opportunities for improvement.
- 3. Performance improvement activities focus on high risk, high volume or problem-prone areas that affect palliative care outcomes, patient safety and quality of care with a consideration of incidence, prevalence and severity of problems in those areas.
- 4. Performance improvement activities track adverse patient events, analyze their causes and implement preventive actions and mechanisms that include feedback and learning throughout the hospice.
- 5. As a result of its performance improvement activities, the hospice takes actions aimed at performance improvement and measures and monitors improved performance to ensure that improvements are sustained.
- 6. The number and scope of performance improvement projects conducted annually reflects the scope, complexity and past performance of the hospice program.
- 7. Documentation of the QAPI program includes:
 - a. all performance improvement projects being conducted;
 - b. the reasons for conducting these projects;

Policy Number: AD.Q20, Page 2 of 2

- c. measurable progress achieved during performance improvement projects; and
- d. evidence that demonstrates the operation of the hospice's QAPI program.
- 8. The hospice's Board of Directors ensures that the QAPI program is developed, implemented and maintained and delegates coordination and management of the program to the hospice Administrator.
- 9. The Board of Directors approves the frequency and detail of data collection.
- 10. The hospice Administrator assures the overall implementation of the program and regularly reports activities and findings to the Board of Directors that are documented in Board meeting minutes.
- 11. All hospice employees and contracted staff are responsible for the quality of care and services within their respective departments and are expected to participate in the hospice's QAPI program.
- 12. The QAPI Committee, which includes representatives from all disciplines, assists in the management of the on-going performance improvement process through regularly scheduled meetings.
- 13. Improvements in processes or outcomes as a result of the QAPI program are communicated throughout the hospice.

Policy Number: AD.O25

QAPI - PROGRAM DATA

NHPCO Standard(s): Regulatory Citation(s): L-Tag(s): PM 3; PM 3.1; PM 3.2; PM 3.3; PM 3.4; PM 3.5 42 CFR 418.58(b)(1); 418.58(b)(2); 418.58(b)(3) 563, 564, 565

POLICY:

Quality indicator data is routinely collected and analyzed to monitor the effectiveness and safety of services and to identify opportunities for improvement.

- Data is collected from comprehensive assessments and satisfaction surveys regarding patient and family care outcomes related to the following measures:
 - a. safe and comfortable dying;
 - b. self-determined life-closure;
 - c. effective grieving; and
 - d. satisfaction with care, treatment and services
- Data from the outcome measures on the comprehensive assessments of all patients is aggregated and analyzed in order to prioritize opportunities for improvement. Individual patient confidentiality is protected when data is collected and analyzed.
- 3. The frequency and detail of data collection are approved by the Board of Directors, based on the identification of negative trends, staff and leadership input, and areas that require a more focused and intensive review and analysis.
- 4. The QAPI Committee is responsible for reviewing and analyzing data that may impact patient/family care, which may include but not be limited to:
 - a. physician, nursing, social work, counseling, volunteer and hospice aide services;
 - b. clinical records:
 - c. pharmaceutical services;
 - d. utilization of levels of care;
 - e. complaint and incident report logs;
 - f. infection surveillance data;
 - g. patient / family satisfaction surveys; and
 - h. clinical record review monitoring data.
- 5. The QAPI Committee utilizes the results of the data analyses to monitor the effectiveness and safety of services and the quality of care and to identify performance improvement opportunities for reporting to the hospice Administrator and the hospice's

Board of Directors.

Policy Number: AD.Q30

QAPI - PROGRAM SCOPE AND ACTIVITIES

NHPCO Standard(s): Regulatory Citation(s): L-Tag(s):

PM 2,1; PM 2.2; PM 4; PM 4.1; PM 4.2; 42 CFR 418.58(a)(1); 418.58(a)(2); 418.58(c)(1)(i-iii); 418.58(c)(3) 561, 562, 566, 567, 568, 570

POLICY:

The hospice's QAPI program encompasses all aspects (clinical and non-clinical) of the hospice's operations.

- 1. Ongoing planning of the QAPI program includes a focus on demonstrating measurable improvement in indicators related to improved palliative outcomes and hospice services.
- The QAPI Committee, in collaboration with hospice leadership, establishes a framework for determining appropriate quality indicators to monitor clinical and non-clinical components of the hospice's operations.
- Selected quality indicators related to adverse events and other aspects of performance are measured, analyzed and tracked in order to assess processes of care, hospice services, and operations.
- 4. Performance improvement activities:
 - a. focus on high risk; high volume and problem prone areas;
 - consider incidence, prevalence and severity of problems in high risk; high volume and problem prone areas; and
 - c. affect palliative outcomes, patient safety and quality of care.
- 5. When improvement opportunities are identified through quality assessment activities, the hospice takes action to improve performance, including education, modification of systems and processes, or formal performance improvement projects.
- 6. After implementing actions to improve performance, the hospice continues to monitor the related quality indicators in order to measure success and ensure that improvements are sustained.

Policy Number:

AD.D10

DIVERSITY

NHPCO Standard(s): Regulatory Citation(s):

L-Tag(s):

IA 2; IA 2.1; IA 2.2; WE 2; WE 2.1

None None

POLICY:

Heart of Hospice is committed to diversity throughout the organization including, but not limited to: Board recruitment, selection and training; staff recruitment, selection, advancement, and education; and patient relations.

- Recognizing that culture, language, spirituality, and ethnicity all have considerable impact on access and response to hospice care, Heart of Hospice:
 - supports and promotes attitudes, behaviors, knowledge and skills necessary to work respectfully and effectively with patients, families, and staff members from diverse community populations;
 - develops and promotes strategies for effectively addressing diverse populations from within diverse environments;
 - develops and implements a strategy to recruit, retain, and promote qualified, diverse and culturally competent staff members and management trained and qualified to address the diverse needs of the community;
 - d. provides for ongoing diversity education and training, including management training, on diversity and equal employment opportunity rights and responsibilities;
 - e. ensures that a patient's primary spoken language, religion, if specified, and self-identified race/ethnicity is included in clinical records;
 - f. provides access to bilingual staff or interpretation services for patients/caregivers who do not speak English;
 - g. makes available brochures and commonly used materials translated into the language of the predominant non-English groups in the hospice's service area;
 - h. collects and utilizes accurate demographic, cultural, and clinical outcome data for racial, ethnic, and religious groups in the service area and becomes informed about the diverse needs, resource, and assets of their community:
 - undertakes ongoing organizational self-assessments of diversity and staff competence in addressing these

Policy Number: PC.R13, Page 2 of 2

 The Common Working File is checked for every referral to identify patients who have a history of prior hospice care to ensure the patient is admitted to the correct hospice benefit period. Policy Number: AD.C35

CORPORATE COMPLIANCE -COMPLIANCE EDUCATION AND TRAINING

NHPCO Standard(s): Regulatory Citation(s):

entreprending and compared the laterage in the second

L-Tag(s):

CLR 1.3(3); CLR 2

None None

POLICY:

Heart of Hospice provides an ongoing program for the training of its employees, physicians, independent contractors and other significant agents on matters related to the compliance program, fraud and abuse, ethical practices and compliance with Federal and State hospice regulations.

- All staff and volunteers receive training regarding the hospice's corporate compliance program and are required to sign a certificate of attendance and attest to receiving a copy of the Standards of Conduct and a description of the compliance program.
- 2. All new employees and volunteers receive training regarding the corporate compliance program at the time of orientation to Heart of Hospice.
- 3. Compliance education and training is included in the mandatory annual education requirements.
- 4. The Compliance Officer maintains a record of dates, attendance, topics and distributed materials.
- 5. Attendance and participation in the compliance education program is a condition of employment.

Policy Number: AD.C20

COMPLIANCE WITH REGULATIONS

NHPCO Standard(s): Regulatory Citation(s): L-Tag(s): CLR 1; CLR 1.3; CLR 2; CLR 2.1; CLR 2.3; WE 4.4 42 CFR 418.116 797, 798

POLICY:

Heart of Hospice operates and furnishes services in compliance with all applicable Federal, State and local laws and regulations related to hospice care and the health and safety of patients.

- 1. Hospice employees are provided with training during orientation and on a regular basis regarding applicable laws, regulations and the hospice's corporate compliance program.
- 2. The hospice's administrative, patient care and personnel policies and procedures are in accordance with applicable laws and regulations.
- 3. All hospice employees are required to comply with Federal, State and local laws and regulations.
- 4. Failure to comply with regulations is grounds for disciplinary action, up to and including termination of employment.
- 5. The hospice's corporate compliance program is intended to ensure that mechanisms are in place to audit and monitor compliance with the Medicare conditions of participation and other Federal, State and local laws and regulations.

Policy Number: AD.F10

FISCAL AND FIDUCIARY RESPONSIBILITIES

NHPCO Standard(s): Regulatory Citation(s): L-Tag(s):

None

SA 5; SA 5.1; SA 5.2; SA 5.3; SA 5.4; SA 5.5; SA 5.6; SA 5.7 None

POLICY:

The Board of Directors, hospice Administrator and senior management demonstrate fiscal and fiduciary responsibility for the hospice program.

- 1. The operating budget, capital expenditure plan, and financial policies and practices are prepared under the direction of the Finance Committee appointed by the Board of Directors and are reviewed annually by the committee and approved and monitored by the Board of Directors.
- 2. The annual operating budget includes all anticipated income and expenses and reflects the scope of the organization's services. The hospice Administrator is responsible for submission of the annual budget to the Board of Directors for action no later than four weeks before the start of the fiscal year.
- 3. The Chief Financial Officer prepares a report of the organization's financial condition, including, but not limited to, income and expenses and balance sheet that is presented at each regularly scheduled meeting of the Finance Committee and the Board of Directors.
- 4. Accounts payable and accounts receivable records are maintained according to generally accepted accounting principles. Accounts are maintained and reports prepared on the accrual basis of accounting. A chart of accounts is maintained for the purpose of tracking financial activities and accounts may neither be added nor deleted without the approval of the Chief Financial Officer or designee.
- Financial records are retained in accordance with State and Federal requirements.
- 6. A Medicare hospice cost report is filed with the fiscal intermediary no later than the last day of the fifth month following the end of the fiscal year.
- 7. The Board of Directors hires a Certified Public Accountant on



This Certificate is granted under the authority of RCW 70.38. Issuance of this Certificate does not constitute approval under any other local, federal or state statute, implementing rules and regulations. Examples where additional approval may be necessary include, but are not limited to, construction plan approval through the Construction Review Unit of the Department of Health, facility licensing/certification through the Department of Social and Health Services or Department of Health, and other federal or local jurisdiction permits.

Certificate of Need #1614 is issued to:

Legal Name of Applicant:

Inspiring Hospice Partners of Oregon dba Heart of Hospice, LLC

Address of Applicant:

2621 Wasco Street, Hood River, Oregon 97031

Type of Service:

Medicare and Medicaid certified hospice

Facility Name:

Heart of Hospice, LLC

Facility Address:

2621 Wasco Street, Hood River, Oregon 97031

ISSUANCE OF THIS CERTIFICATE OF NEED IS BASED ON THE DEPARTMENT'S RECORD AND EVALUATION DATED AUGUST 21, 2017 (CN App #17-10)

Project Description

This certificate approves Inspiring Hospice Partners of Oregon dba Heart of Hospice, LLC to establish a Medicare and Medicaid certified hospice agency in Klickitat County. Services will include the following physician and clinical services, nursing care, medical equipment and supplies, symptoms control and pain relief management, hospital based short-term care, respite care, home health aide and homemaker services, physical and occupational therapy, social worker services, dietary counseling, grief and loss counseling. Hospice staff will be available 24/7 for emergencies.

Service Area Klickitat County

Conditions
Conditions Identified on Page Two

Approved Capital Expenditure

There is no capital expenditure associated with this project

This Certificate authorizes commencement of the project from <u>September 6, 2017</u> to <u>September 6, 2019</u> unless extended, withdrawn, suspended, or revoked in accordance with applicable sections of the Certificate of Need law and regulations.

Date Certificate Issued: September 6, 2017

Steve Bowman, PhD, MHA

Director, Office of Community Health Systems

This Certificate is not transferable



This Certificate is granted under the authority of RCW 70.38. Issuance of this Certificate does not constitute approval under any other local, federal or state statute, implementing rules and regulations. Examples where additional approval may be necessary include, but are not limited to, construction plan approval through the Construction Review Unit of the Department of Health, facility licensing/certification through the Department of Social and Health Services or Department of Health, and other federal or local jurisdiction permits.

Certificate of Need #1373 is issued to:

Legal Name of Applicant:

Heart of Hospice, LLC

Address of Applicant:

1020-C Wasco Street, Hood River, Oregon 97031

Type of Service:

Medicare certified and Medicaid eligible. Hospice Care Agency

Facility Name:

Heart of Hospice, LLC

Facility Address:

1020-C Wasco Street, Hood River, Oregon 97031

ISSUANCE OF THIS CERTIFICATE OF NEED IS BASED ON THE DEPARTMENT'S RECORDS AND EVALUATION OF June 18, 2008. (CN App #08-14)

Description/Services To Be Provided:

This certificate approves the establishment of a Medicare certified and Medicaid eligible hospice care agency in Skamania County, contingent on Heart of Hospice June 25, 2008.

Šervice Area Skamania County

Term

Prior to providing in-home hospice care services, Heart of Hospice, LLC must provide to the department for review a list of all contracted ancillary and support services provider being used in Washington,

The approved capital expenditure for this project is \$25,000.

This Certificate authorizes commencement of the project from June 30, 2008, to June 30, 2010, unless extended, withdrawn, suspended, or revoked in accordance with applicable sections of the Certificate of Need law and regulations.

Date Certificate Issued: June 30, 2008

Steven Saxe

Director, Facilities and Services-Licensing

This Certificate is not transferable.



This Certificate is granted under the authority of RCW 70.38. Issuance of this Certificate does not constitute approval under any other local, federal or state statute, implementing rules and regulations. Examples where additional approval may be necessary include, but are not limited to, construction plan approval through the Construction Review Unit of the Department of Health, facility licensing/certification through the Department of Social and Health Services or Department of Health, and other federal or local jurisdiction permits.

Certificate of Need #1825 is issued to:

Applicant's Legal Name:

Inspiring Hospice Partners of Oregon, LLC dba Heart of Hospice

Applicant's Address:

2621 Wasco Street, Hood River, Oregon 97031

Facility Type Project Type Hospice Hospice

Facility Name:

Heart of Hospice - Snohomish County

Facility Address:

12625 4th Avenue, #203A, Everett, Washington 98204-6427

ISSUANCE OF THIS CERTIFICATE OF NEED IS BASED ON THE DEPARTMENT'S RECORD AND EVALUATION DATED NOVEMBER 15, 2019 (CN APP # 19-54)

Project Description

This certificate approves the establishment of a Medicare and Medicaid certified hospice agency in Everett, within Snohomish County. Hospice services provided at the new agency include physician and clinical services, nursing care, medical equipment and supplies, symptoms control and pain relief management, hospital based short-term care, respite care, home health aide and homemaker services, physical, speech and occupational therapy, social worker services, dietary counseling, grief and loss counseling. Respite care and outpatient drugs are each subject to a small co-payment and other services are covered in full. Hospice staff would be available 24/7 for emergencies. Additional hospice services include inpatient hospice services to nursing home residents.

Service Area Snohomish County

Conditions

- 1. Approval of the project description as stated above. Heart of Hospice further agrees that any change to the project as described in the project description is a new project that requires a new Certificate of Need.
- 2. Heart of Hospice shall finance the project using cash reserves as described in the application.
- 3. Heart of Hospice will maintain Medicare and Medicaid certification regardless of ownership.
- 4. The service are for the Medicare and Medicaid certified hospice agency is Snohomish County. Consistent with Washington Administrative Code 246-310-290(13), Heart of Hospice must provide services to the entire county for which the certificate of need is granted.

Approved Capital Expenditure

The approved capital expenditure for this project is \$28,032

This Certificate authorizes commencement of the project from December 5, 2019 to December 5, 2021 unless extended, withdrawn, suspended, or revoked in accordance with applicable sections of the Certificate of Need law and regulations.

Date Certificate Issued: December 5, 2019

Nathan Weed, Director Community Health Systems

This Certificate is not transferable





Settings

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Eve Moore's Training

TRANSCRIPT CURRENT LICENSE/CERTIFICATION ATTENDANCE RECORD

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	Depression in the Dy REL-HEN-227 1.2 hours Course Evaluation Re				100%	7/8/2016			7/8/2016	
	Handling Aggressive REL-SRC-O-HAB 0.5 hours Course Evaluation Re				80%	9/10/2016			9/10/2016	
	Pain Hurts Everyone; REL-HEN-208 0.8 hours Course Evaluation Rea	Managing and Understa quired	nding Pain		100%	9/10/2016			9/10/2016	
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	Effective Communication REL-HEN-193	n		81	0% ;	3/26/2016	3/3	31/2016	3/26/2016	
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	HIPAA Overview REL-CV-0-HIPAA 0,75 hours			88	3% 3	V22/2015	3/3	1/2016	3/22/2016	0%

Safety in the Workplace REL-HEN-1859 0.7 hours Course Evaluation Required Safety in the Home	100% 6/8/2016	6/30/2016 6/8/2016
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Cultural Competence and Humility in Palliative Care REL-HEN-2225 1.1 hours Course Evaluation Required	100% 7/31/2016	8/13/2016 7/31/2016
Disaster Preparedness Essentials REL-RED-A1C 0.5 hours Course Evaluation Required	100% 7/16/2016	8/13/2016 7/16/2016
Infection Control Essentials REL-RED-E3C 0.5 hours Course Evaluation Required	100% 7/16/2016	8/13/2016 7/16/2016
Defensive Driving: The Basics REL-CV-0-DDTB 1 hour Course Evaluation Required	100% 10/11/2016	10/31/2016 10/11/2016 0%
Hand Hygiene: The Basics REL-ALL-0-HHB 0.25 hours	100% 10/11/2016	10/31/2016 10/11/2016 0%
Care Basics: Bathing the Difficult Patient REL-C2L-P1148 1 hour Course Evaluation Required	100% 2/2/2017	2/28/2017 2/2/2017
Giving a Complete Bed Bath REL-C2L-USS-38900 0.25 hours Course Evaluation Required	100% 2/2/2017	2/28/2017 2/2/2017
Workplace Emergencies and Natural Disasters: Extreme Heat and Cold REL-ALL-0-NDEHC 0.5 hours Course Evaluation Required	80% 1/25/2017	3/31/2017 1/25/2017
HIPAA: The Basics REL-ALL-0-HBASIC 0.5 hours Course Evaluation Required	100% 1/25/2017	3/31/2017 1/25/2017 0%
Bloodborne Pathogens Essentials REL-RED-E1B 0.5 hours Course Evaluation Required	100% 1/25/2017	3/31/2017 1/25/2017

Infection Control and Prevention REL-SRC-0-ICP 1 hour Course Evaluation Required	90% 1/25/2017	3/31/2017 1/25/2017 33%
Safe Transfers REL-ALL-0-CPTRF 0.25 hours Course Evaluation Required	100% 3/4/2017	3/31/2017 3/4/2017 ₂ 0%
Handling Aggressive Behaviors REL-SRC-0-HAB 0.5 hours Course Evaluation Required	80% 3/4/2017	3/31/2017 3/4/2017
Ethics: Professional Boundaries and Ethical Decision Making REL-HOS-0-EPBEDM 1 hour Course Evaluation Required	100% 4/4/2017	4/30/2017 4/4/2017
Providing Nail and Foot Care REL-SRC-0-PNFC 0.25 hours Course Evaluation Reguired	100% 4/4/2017	4/30/2017 4/4/2017
Restorative Nursing: Range of Motion and Positioning for Nursing Assistants REL-SRC-0-RNRMPNA 0.75 hours	88% 4/4/2017	4/30/2017 4/4/2017
Course Evaluation Required Medical Record Documentation & Legal Information for Certified Nursing Assistants REL-C2L-P1038		
1 hour Course Evaluation Required	80% 5/4/2017	5/31/2017 5/4/2017
Postmortem Care REL-C2L-USS-20400 1 hour Course Evaluation Required	90% 5/4/2017	5/31/2017 5/4/2017
Infection Control REL-CV-0-IC 0.75 hours Course Evaluation Required	88% 4/5/2017	8/30/2017 4/5/2017 0%
Cultural Diversity REL-CDWMCC-COMP-0 1.25 hours Course Evaluation Required	82% <i>4/5/</i> 2017	6/30/2017 4/5/2017
Patient's Rights REL-HEN-239 0.6 hours Course Evaluation Required	100% 4/4/2017	6/30/2017 4/4/2017
Employee Wellness - Emotional Intelligence: Awareness REL-ALL-0-EINTEL-V2 0.26 hours Course Evaluation Required	100% 4/4/2017	6/30/2017 4/4/2017
Dementia Care: Coaching and Completing Activities of Daily Living REL-C2L-P1146 1 hour Course Evaluation Required	100% 7/7/2017	7/31/2017 7/7/2017
Communicating with Older Adults with Dementia REL-C2L-USS-24340 1 hour Course Evaluation Required	90% 7/6/2017	7/31/2017 7/6/2017
Back Injury Prevention REL-ALL-0-BIPREV 0.5 hours Course Evaluation Required	100% 8/7/2017	8/31/2017 8/7/2017

HIPAA Do's and Don'ts: Electronic Communication and Social Media REL-ALL-0-HSOCM 0.5 hours Course Evaluation Required	80%	7/7/2017	9/30/2017	7 77712017	0%
Workplace Safety: The Basics REL-ALL-0-WSTB 0.25 hours Course Evaluation Required	100%	7/6/2017	9/30/2017	7/6/2017	. 0%
Infection Control: The Basics REL-ALL-0-ICBASIC 0.25 hours Course Evaluation Required	100%	7/6/2017	9/30/2017	7/6/2017	
Fire Safety Essentials REL-RED-Q1B 0.5 hours Course Evaluation Required	80%	7/7/2017	9/30/2017	7/7/2017	
Observation, Reporting, and Documentation REL-SRC-0-ORD 1 hour Course Evaluation Required	100% !	97/2017	9/30/2017	9/7/2017	50%
Grief, Loss, and Trensition: Caring for the Bereaved REL-PAL-0-GLTCB 1.25 hours Course Evaluation Required	100% 1	0/6/2017	10/31/2017	10/6/2017	
Workplace Harassment REL-CV-0-WH 1.25 hours Course Evaluation Required	100% 10	0/6/2017	12/31/2017	10/6/2017	
Personal Protective Equipment REL-ALL-0-PPE 0.25 hours Course Evaluation Required	100% 10	/5/2017	12/31/2017	10/5/2017	
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Training & Enrollment

Users

Reports

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Barbara Bryson's Training

Nurse

TRANSCRIPT

CURRENT

LICENSE/CERTIFICATION

ATTENDANCE RECORD

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Documenting Clinical Eligibility and Recertification in Hospice REL-HEN-2238 1.3 hours	100% 3/4/2017	3/31/2017 3/4/2017
Hospice Care - Managing Pain from a Palliative Care Perspective REL-SC-0-HOS-HC-MPPCP 1 hour	90% 4/26/2017	4/30/2017 4/26/2017
Ethics: Professional Boundaries and Ethical Decision Making REL-HOS-0-EPBEDM	90% 4/26/2017	
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Symptoms of Dying and Psychological Perspectives on Death REL-PAL-0-SDPPD 1 hour	80% 4/25/2017	4/30/2017 4/25/2017
Basics of Pain Management Initiation, Titration, and Equianalgesic Conversion REL-HEN-1869	dDDD/ W/JDD ID	
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Bag Technique for Home Healthcare REL-SRC-0-BTHH	100% 5/16/2017	
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Got Bugs? Dealing with Infestation REL-ALL-0-GBDIW 0.5 hours	80% 6/23/2017	6/16/2017 6/23/2017
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Cultural Diversity REL-CDWMCC-COMP-0 1.25 hours	100% 5/16/2017	6/30/2017 5/16/2017
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Hospice Case Management for Best Patient Outcomes REL-HEN-2552	=	
1 hour	100% 7/19/2017	7/31/2017 7/19/2017
Interdisciplinary Group/Team (IDG/IDT), Plans of Care (POC), and Coordination of Services REL-HOS-0-IDGPOCCS	91% 8/23/2017	
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HIPAA Do's and Don'ts: Electronic Communication and Social Media		
REL-ALL-0-HSOCM 0.5 hours	100% 8/22/2017	9/30/2017 8/22/2017 0%
Workplace Safety: The Basics REL-ALL-0-WSTB		
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Infection Control: The Basics REL-ALL-0-ICBASIC 0.25 hours	100% 8/22/2017	9/30/2017 8/22/2017
Fire Safety Essentials REL-RED-Q1B 0.5 hours	100% 8/22/2017	9/30/2017 8/22/2017
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Observation, Reporting, and Documentation REL-SRC-0-ORD 1 hour	90%	10/5/2017	9/30/2017	10/5/2017	0%
Sexual Herassment for Employees REL-ALL-0-SHEMP 0.5 hours	100%	10/5/2017	10/20/2017	10/5/2017	0%
Ethics: Addressing Family Conflict and Mediation REL-HOS-0-EAFCM 1 hour			10/31/2017		
Workplace Harassment REL-CV-0-WH 1.25 hours			12/31/2017		
Personal Protective Equipment REL-ALL-0-PPE 0.25 hours	100%	10/5/2017	12/31/2017	10/5/2017	
Infection Control Essentials REL-RED-E3C 0.5 hours			12/31/2017		
Preventing Slips, Trips, and Falls Essentials REL-RED-P7B 0.5 hours			12/31/2017		

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Training & Enrollment

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Jason Guy's Training

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ATTENDANCE RECORD

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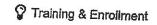
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PROVIDER SELF-DETERMINED AGGREGATE CAP LIMITATION

*Complete fields that have a border and asterisk to the right. Do not touch fields that have a heavy border.

PROVIDER NAME:

PROVIDER NUMBER:

38-1554

NPI NUMBER:

CAP YEAR ENDING:

9/30/20

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CAP ON OVERALL MEDICARE REIMBURSEMENT	
MEDICARE BENEFICIARIES UNDER HOSPICE CARE PER THE PS&R a. Identify the method used for counting beneficiaries:	189.2458
2. STATUTORY CAP AMOUNT FOR THE CAP YEAR	\$29,964.78
3. ALLOWABLE MEDICARE PAYMENTS (fine 1 x line 2)	\$5,670,708.76
4. NET PAYMENTS PER THE PS&R	\$3,820,802.86
5. PAYMENTS IN EXCESS OF THE AGGREGATE CAP AMOUNT (line 3 - line 4)	\$0
THE CONTRACTOR WILL MAKE THE ADJUSTMENT FOR SEQUESTRATION AT THE FINAL CAP D	ETERMINATION

CERTIFICATION

INTENTIONAL MISREPRESENTATION OR FALSIFICATION OF ANY INFORMATION CONTAINED ON THIS REPORT MAY BE PUNISHABLE BY FINE AND/OR IMPRISONMENT UNDER FEDERAL LAW.

Certification of Officer or Authorized Representative of the Hospice:

I hereby certify that I have read the above statement and that I have examined this report for the above name hospics and to the best of my knowledge and belief, it is a true, correct and complete report.

Signature of Officer or Authorized Representative of Hospice

Steve Morris, CEO

Typed or printed name and title of above signature

Name and number of person to contact for additional information:

Printed Name: Steve Morris Telephone Number: 541-386-1942

PROVIDER STATISTICAL AND REIMBURSEMENT SYSTEM

Hospice Beneficiary Count Summary (Fully Pro-Rated)

Program Version: 1.00 Report Run Date: 01/04/21 Requested Provider Number: 381554 Requested Provider Name: Heart of Hospice

Page: 1 Beneficiary Identification Period: 10/01/19 to 09/30/20 Paid Dates: 08/01/07 to 01/05/21

2015	0.4859
2015	0.5730
2017	0.5675
2018	3.2559
2019	27,7129
2020	189.2458
2021	20.5135

PROVIDER STATISTICAL AND REIMBURSEMENT SYSTEM

Program ID: REDESIGN
Paid Dates: 08/01/07 THRU 01/05/21
Report Run Date: 01/04/21
Provider FYE: 12/31
Provider Number: 381554 Heart of Hospice

PROVIDER SUMMARY REPORT HOSPICE - NON-HOSPITAL BASED

Page 1 Report #: OD44203 Report Type: 810

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PROVIDER STATISTICAL AND REIMBURSEMENT SYSTEM

Page: 2 Report #: OD44203 Report Type: 810	SERVICES FOR PERIOD 1001/127- 09/2023	00'0\$	00'0\$	\$0.00
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PROVIDER SUMMARY REPORT HOSPICE - NON-HOSPITAL BASED	SERVICES FOR PERIOD 10/01/20-09/20/21		\$685,564.99	\$0.00
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December 29, 2020

Ms. Janis Sigman Manager Department of Health Certificate of Need Program 111 Israel Road SE Tumwater, WA 98501

Re: Letter of Intent: Hospice CON for Pierce County.

Dear Ms. Sigman:

In accordance with WAC 246-310-080, Inspiring Hospice Partners of Oregon, dba "Heart of Hospice," is submitting a Letter of Intent to operate our current Medicare and Medicaid Certified Hospice in Pierce County.

- 1. Service Description:
 - a. We will provide Medicare and Medicaid Certified Hospice Care to the residents of Pierce County Washington.
- 2. Estimated Cost:
 - a. We estimate a capital expenditure of \$22,000.00
- 3. Service Area:
 - a. The service area will be Pierce County Washington.

Thank you for your attention to this matter. If you have any questions, please contact me directly at (404) 274-3291 or steve.morris@inspiringhospice.com

Yours truly,

Steve Morris, CEO



December 29, 2020

Ms. Janis Sigman
Manager
Department of Health
Certificate of Need Program
111 Israel Road SE
Tumwater, WA 98501

Re: Letter of Intent: Hospice CON for Thurston County.

Dear Ms. Sigman:

In accordance with WAC 246-310-080, Inspiring Hospice Partners of Oregon, dba "Heart of Hospice," is submitting a Letter of Intent to operate our current Medicare and Medicaid Certified Hospice in Thurston County.

- 1. Service Description:
 - a. We will provide Medicare and Medicaid Certified Hospice Care to the residents of Thurston County Washington.
- 2. Estimated Cost:
 - a. We estimate a capital expenditure of \$22,000.00
- 3. Service Area:
 - a. The service area will be Thurston County Washington.

Thank you for your attention to this matter. If you have any questions, please contact me directly at (404) 274-3291 or steve.morris@inspiringhospice.com

Yours truly,

Steve Morris, CEO



NHPCO Facts and Figures 2020 EDITION

Published August 20, 2020



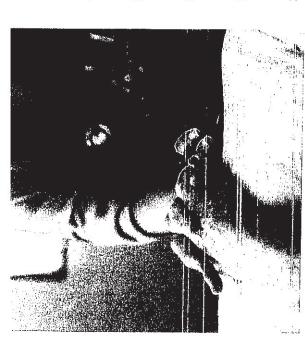


Table of Contents

Please see the Data Sources Section on the data sources used within this at the end of this report for details publication.

Section 1: Introduction

- About this report
- What is hospice care?
- How is hospice care delivered?
- What services are provided?
- Location of Care
- Levels of Care
- Volunteer Services
- Bereavement Services

Section 2: Who Receives Hospice Care

Section 4: How Does Medicare

How many Medicare beneficiaries received care?

Spending by Days of Care

Spending per Patient

Pay for Hospice

Spending by Diagnosis

Spending by Level of Care

- decedents were served by hospice? What proportion of Medicare
- What % of hospice patients were enrolled in Medicare Advantage?
- Medicare beneficiaries who received What are the characteristics of hospice care?

Section 5: Who Provides Care

- Gender
- Age
- Race
- Principal Diagnosis

Section 3: How Much Care

was Received

- Length of Service
- Days of Care
- Deaths
- Discharges
- Level of Care
- Location of Care

How many hospices were in operation in 2018 Patient Volume Provider Size Admissions Tax Status Deaths

Reference: Data Sources and Methodology



Introduction

About this Report

NHPCO Facts and Figures: Hospice Care in America provides an annual overview of hospice care delivery. This overview provides specific information on:

- Hospice patient characteristics
- Location and level of care
- Medicare hospice spending
- Volunteer and bereavement services

Hospice provider characteristics

through the Medicare Hospice Benefit. The findings in this report reflect Currently, most hospice patients have their costs covered by Medicare, Medicare Hospice Benefit by the hospices certified by the Centers for only those patients who received care through 2018, provided by the Medicare and Medicaid Services (CMS) to care for them,

What is hospice care?

life-limiting illness, hospice provides expert medical care, pain management, Considered the model for quality compassionate care for people facing a and emotional and spiritual support expressly tailored to the patient's needs and wishes. Support is provided to the patient's family as well.

facilities, hospitals, and nursing homes and other long-term care facilities. Hospice focuses on caring, not curing. In most cases, care is provided in Hospice services are available to patients with any terminal Illness or of the patient's home but may also be provided in freestanding hospice any age, religion, or race.

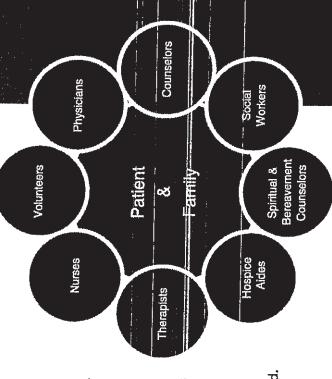
historical lookback models. Please be aware of this when using the data Consideration for discussion around differences in numbers reported by other authorities like MedPAC: This report presents metrics that may from CMS. This is a result in differing approaches and/or rules being differ from other reporting sources eventhough the data sources are applied such as use of fiscal vs calendar years, ICD Codes, and other for analysis and comparison between analytic vendors.

Introduction (continued)

How is hospice care delivered?

make decisions for the terminally ill individual. Members of the hospice staff make regular visits to assess the patient and provide additional care or other services. Hospice staff is Typically, a family member serves as the primary caregiver and, when appropriate, helps on-call 24 hours a day, seven days a week.

counselors, trained volunteers, and speech, physical, and occupational therapists, if needed. The hospice team develops a care plan that meets each patient's individual needs for pain management and symptom control. This interdisciplinary team, as illustrated in Figure 1, usually consists of the patient's personal physician, hospice physician or medical director, nurses, hospice aides, social workers, bereavement counselors, clergy or other spiritual



What services are provided?

The interdisciplinary hospice team:

- Manages the patient's pain and other symptoms;
- Assists the patient and family members with the emotional, psychosocial, and spiritual aspects of dying;
 - Provides medications and medical equipment;
- Instructs the family on how to care for the patient;
- Provides grief support and counseling;
- Makes short-term inpatient care available when pain or symptoms become too difficult to manage at home, or the caregiver needs respite time;
- Delivers special services like speech and physical therapy when needed;
- Provides grief support and counseling to surviving family and friends.

Location of Care

The majority of hospice care is provided in the place the patient calls home. In addition to private residences, this includes nursing homes and residential facilities. Hospice care may also be provided in freestanding hospice facilities and hospitals (see Levels of Care).

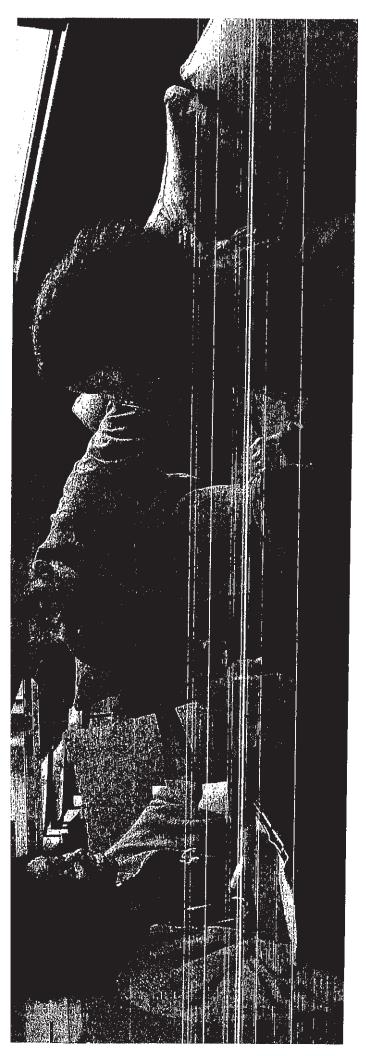


Introduction (continued)

While hospice patients may be admitted at any level of care, changes in their status may require Hospice patients may require differing intensities of care during the course of their disease. a change in their level of care.

Routine Home Care, General Inpatient Care, Continuous Home Care, and Inpatient Respite Care. Payment for each covers all aspects of the patient's care related to the terminal illness, including all services delivered by the interdisciplinary team, medication, medical equipment and supplies. The Medicare Hospice Benefit affords patients four levels of care to meet their clinical needs:

- Routine Hospice Care (RHC) is the most common level of hospice care. With this type of care, an individual has elected to receive hospice care at their residence.
 - care, supplemented with caregiver and hospice aide services and are intended to maintain the Continuous Home Care (CHC) is care provided for between 8 and 24 hours a day to manage pain and other acute medical symptoms. CHC services must be predominately nursing terminally ill patient at home during a pain or symptom crisis.
- caregiver. Respite care can be provided in a hospital, hospice facility, or a long-term care facility Inpatient Respite Care (IRC) is available to provide temporary relief to the patient's primary that has sufficient 24 hour nursing personnel present.
 - that cannot feasibly be provided in any other setting. GIP begins when other efforts to manage General Inpatient Care (GIP) is provided for pain control or other acute symptom management inpatient facility, or nursing facility that has a registered nursing available 24 hours a day to symptoms are not sufficient. GIP can be provided in a Medicare certified hospital, hospice provide direct patient care.



Introduction (continued)

Volunteer Services

Moreover, hospice is unique in that it is the only provider with Medicare to play an important and valuable role in hospice care and operations. The U.S. hospice movement was founded by volunteers and continues Conditions of Participation (CoPs) requiring volunteers to provide at least 5% of total patient care hours.

Hospice volunteers provide service in three general areas;

- Spending time with patients and families ("direct support")
- Providing clerical and other services that support patient care and clinical services ("clinical support")
- Engaging in a variety of activities such as fundraising, outreach and education, and serving on a board of directors (general support).

Bereavement Services

grieving, and support groups. Individual counseling may be offered by the variety of forms, including telephone calls, visits, written materials about Counseling or grief support for the patient and loved ones is an essential hospice or the hospice may make a referral to a community resource. part of hospice care. After the patient's death, bereavement support is offered to families for at least one year. These services can take a

Some hospices also provide bereavement services to the community at

See page 26 for details on methodology and data sources including cited references within the report.

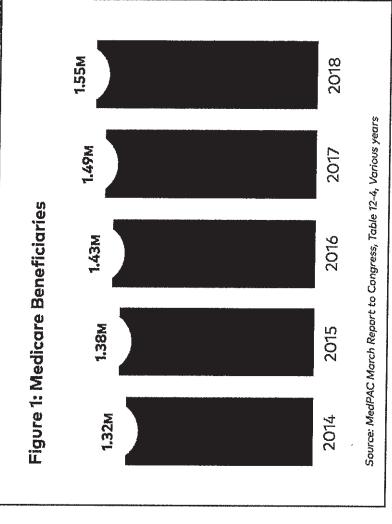
Who Receives Hospice Care

How many Medicare beneficiaries received hospice care in 2018?

1.55 million Medicare beneficiaries, a 4% increase from prior year, were enrolled in hospice care for one day or more in 2018*. This includes patients who:

- Died while enrolled in hospice
- Were enrolled in hospice in 2017 and continued to receive care in 2018
- 1 Left hospice care alive during 2018 (live discharges)

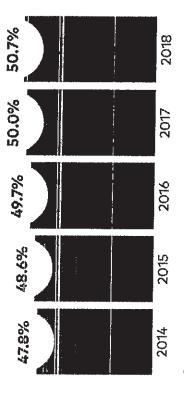
*includes all states, Washington, D.C., U.S. territories, and Other.



What proportion of Medicare decedents were served by hospice in 2018?

Of all Medicare decedents in 2018, 50.7% received one day or more of hospice care and were enrolled in hospice at the time of death.

Figure 2: Medicare Decedents Receiving 1 or more Days of Hospice Care

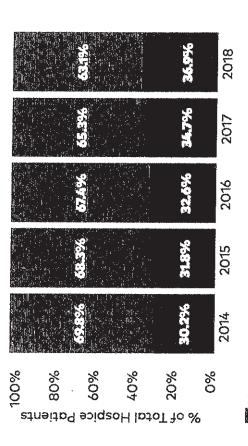


Source: MedPAC March Report to Congress, Table 12-3, Variaus years

Enrolled in Medicare Advantage What % of Hospice Patients within the Year?

The number of individuals who enrolled in a Medicare Advantage plan within the same rose from from 30.2% of Medicare hospice increase in MA enrollment over this period. year that they utilized the hospice benefit increase in hospice beneficiaries with MA enrollment is consistent with the overall patients in 2014 to 36.9% in 2018. The

Figure 3: Growth of Medicare Advantage Hospice Patients



Medicare Advantage Patients 📰 Non-Medicare Advantage Hospice Patients

CMS Data sourced by HCCI for NHPCO

greatest % increase since 2014 at 22.26% and 22.13% respectively. Alaska was the lowest with -10,88%. As illustrated on this page, the proportion of Medicare decedents enrolled in hospice at the time of death varied from a low of 14.3% (other) to a high of 60.5% (UT). Vermont and Wyoming had the

Figure 4: % of Medicare Decedents Served by Hospice by state (Aligns with Figure 5)

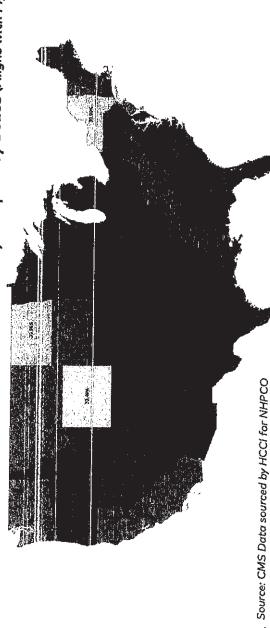


Figure 6: 5 Year Change in Medicare Decedents by State

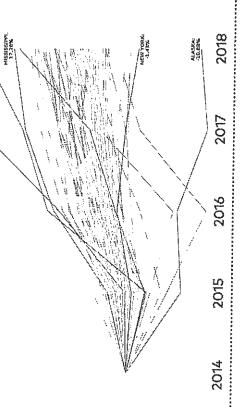
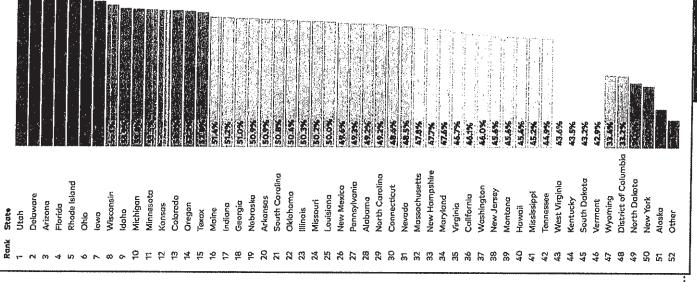


Figure 5: Medicare Decedent Enrollment % for 2018



HCC! for NHPCO

What are the characteristics of Medicare beneficiaries who received hospice care in 2018?

Patient Gender

beneficiaries were female. In 2018, more than half of hospice Medicare



were female





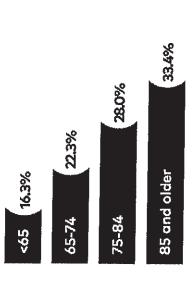
46.1%

were male

Source: MedPAC March 2020 Report to Congress, Table 12-3

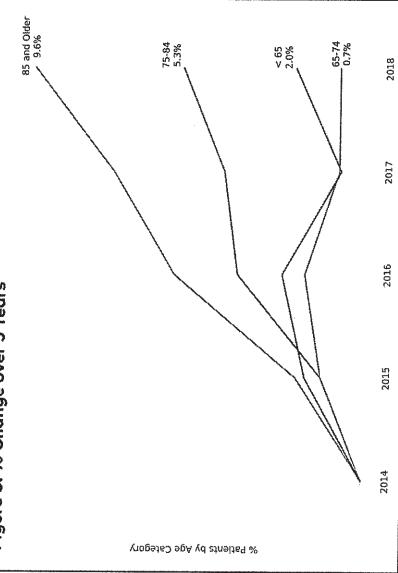
In 2018, about 61.4% of Medicare hospice patients were 75 years of age or older. increased the most since 2014 at 9.6%. The 85 and older age category has

Figure 7: % of Patients by Age for 2018



Beneficiary Dotabase (Applies to both Figure 7 & 8) Source: MedPAC March 2020 Report to Congress,

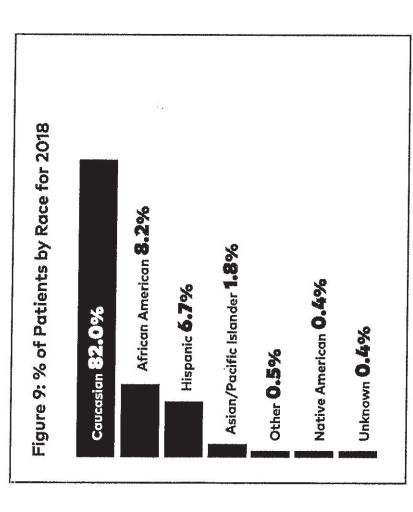
Figure 8: % Change over 5 Years



What are the characteristics of Medicare beneficiaries who received hospice care in 2018?

Patient Race

In 2018 a substantial majority of Medicare hospice patients were Caucasian. However, since 2014, patients identified as Asian/Pacific Islander and Hispanic have increased by 45% and 33% respectively.

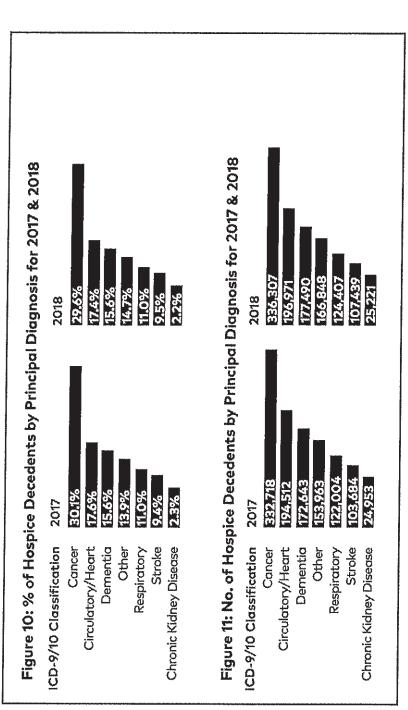


What are the characteristics of Medicare beneficiaries who received hospice care in 2018?

Principal Diagnosis

terminal prognosis. 2018 continued to show that more Medicare hospice patients had a principal diagnosis of cancer than The principal hospice diagnosis is the diagnosis that has been determined to be the most contributory to the patient's any other disease.

Principal diagnosis categories of Stroke, Other, Respiratory, and Circulatory/Heart have grown the most since 2014.



How Much Care Is Received?

Lifetime Length of Stay

89.6 days. The median length of service (MLOS) was Medicare patients enrolled in hospice in 2018 was The average Lifetime Length of Stay (LLOS) for 18 days.

Table 1: Average Lifetime Length of Stay

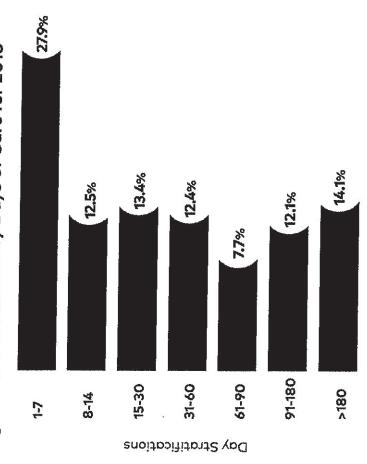
Avg. Days of Care	88.2	86.7	87.0	88.1	89.6
Total Days	91.9M	95.9M	101.2M	106.3M	113.5M
Patients	1.32M	2015 1.38M	2016 1.43M	2017 1.49M	1.55M
Year	2014	2015	2016	2017	2018 1.55M

Source: MedPAC March Report to Congress, Various years

Days of Care

In 2018 hospice patients received a total of 114.0 million days of care paid for by Medicare. A greater proportion of Medicare patients (27.9%) were enrolled in hospice a total of seven days or fewer compared to all other length of service categories. Forty percent of hospice beneficiaries in 2018 were served 14 days or less.

Figure 12: % of Patients by Days of Care for 2018*

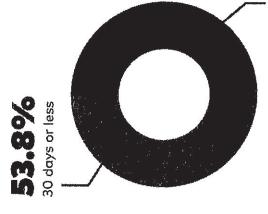


care occurring in other years are not included. Days of care have been combined for *These values are computed using only days of care that occurred in 2018. Days of patients who had multiple episodes of care in 2018.

Days of Care

hospice for 30 or fewer days. of patients were enrolled in In 2018 over half (53.8%)

by Days of Care for 2018 Figure 13: % of Patients



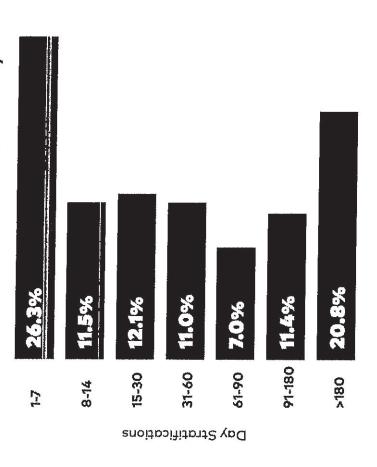
>30 days 46.2%

Source: CMS Data sourced by HCCI for NHPCO

Days of Care

Days of care over multiple years by percentage of patients*

Figure 14: Days of Care Between 2016-2018 by % of Patients



2018 highlighting extended care beyond 180 days that covered multiple years vs just 2018. *These values are computed using all days of care that occurred between 2016 through

Days of Care

Patients with a principal diagnosis of dementia had the largest number of days of care on average in 2018.

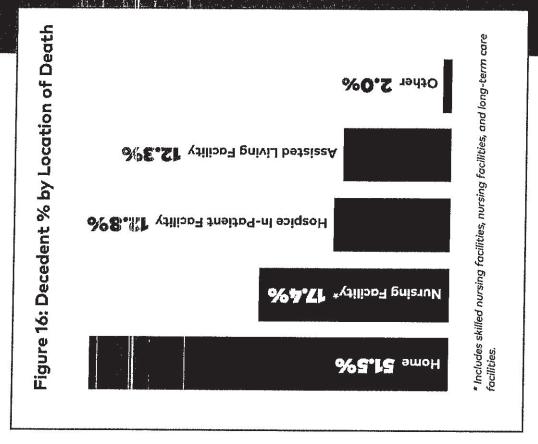
Figure 15: Days of Care by Principal Diagnosis for 2018

Alzheimer's, Dementia, and Parkinson's				Man: 5		4	Avg: Teda.	
Stroke		Mdn	Mdn: 26		Avg	Avg: 62.4		
Circulatory/Heart	i		Mdn: 31.0		Avg:	Avg: 80.2		
Respiratory		Mdn: 21	5		Avg: 71.8			
Other		Mdn: 19			Avg: 64.3			
Cancer		Mdn: 18		Avg: 45.6	9			
Chronic Kidney Disease		Mdn: 8		Avg: 38.1				
	0	20	40	60 Days of Care	0 0	100	120	

^{*}These values are computed using only days of care that occurred in 2018. Days of care have been combined for patients who had multiple episodes of care in 2018. Days of care occurring in other years are not included.

Deaths

more than a third between nursing facilities, hospice in-patient In 2018, 1.1 million Medicare beneficiaries died while enrolled in facilities, and assisted living facilities. However, assisted living hospice care. 51.5 % of deaths occurred in the home, and facilities have grown the most over 5 years by over 40%.



Discharges and Transfers

of all Medicare hospice discharges with patient and hospice initiated In 2018, there were 1.3M discharges. Live discharges comprised 17% discharges being about equal.

Table 2: Discharge by Type for 2018

Deaths	Decedents	83%
Patient Initiated-Live	Revocations	%9.9
Discharges	Transfers	2.2%
	No Longer Terminally III	6.3%
Hospice Initiated-Live Discharges	Moved Out of the Service Area	1.6%
	Discharges for Cause	0.3%

^{*}Calculations are based on total number of discharges which includes patients who were discharged more than one time in 2018.

Source: CMS Data sourced by HCCI for NHPCO

Level of Care

In 2018, the vast majority of days of care were at the Routine Homecare (RHC) level.

Table 3: Level of Care by % of Days of Care

LOC Metrics	20:16	2015	2016	2017	20:18
RHC Days	%1.7%	%6′.26	98.0%	%0.86	98.2%
CHC Days	0.3%	0.3%	0.3%	0.2%	0.2%
IRC Days	0.3%	0.3%	0.3%	0.3%	0.3%
GIP Days	1.7%	1.6%	1.6%	1.3%	1.2%

Source: MedPAC March Report to Congress, Various years

Location of Care

followed by assisted living facilities In 2018, most of days of care were provided at a private residence and nursing facilities,

Home, 106 days in Nursing Facilities, Average days by location of care as shown in figure 22 were 93 days at Facilities. Avg Days at Home grew Facilities declined by 3.6% over the and 155 days with Assisted Living by 3.3 % since 2014 while Nursing same period.

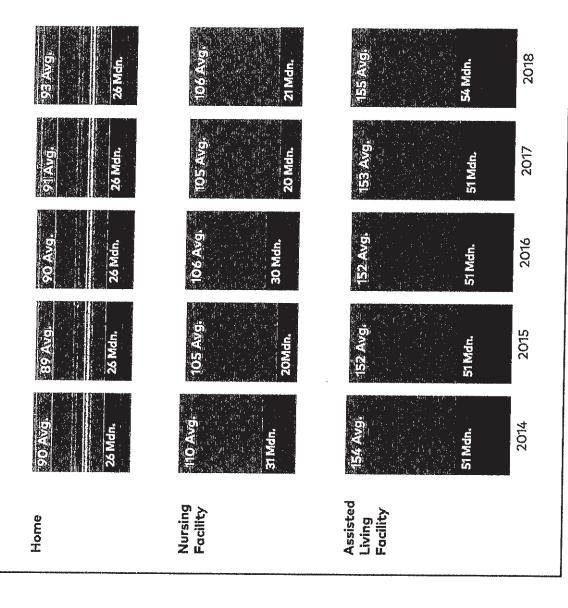
Table 4: Location of Care by % of Days of Care for 2018

55.6%	Facility 19.74%	7* 17.27%	99.9	ent Facility 0.8%
Home	Assisted Living Facility	Nursing Facility*	Other	Hospice In-Patient Facility

^{*} Includes skilled nursing facilities, nursing facilities, and RHC days in a hospice inpatient facility.

Source: CMS Data sourced by HCCI for NHPCO

Figure 17: Average Days by Location of Care

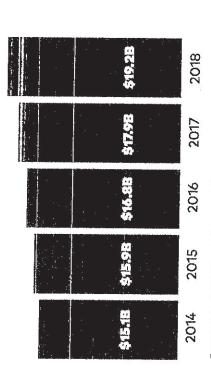


Source: MedPAC March 2020 Report to Congress, Table 12-5

How Does Medicare Pay for Hospice?

for care provided in 2018, representing an increase of 7.2% over Medicare paid hospice providers a total of \$19,2 billion dollars the previous year.

Figure 18: Medicare Spending



Source: MedPAC March Report to Congress, Various Years

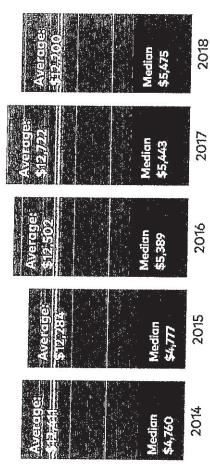
Spending by Days of Care

In 2018, only 27.9% of Medicare spending for hospice care was for patients who had received 180 or fewer days of care.* (See Table 5)

Spending Per Patient

The average spending per Medicare hospice patient was \$12,200.

Figure 19: Average Medicare Spending Per Patient



Source: CMS Data sourced by HCCI for NHPCO

Table 5: Medicare Payments by Days of Care Stratified from 2012-2018

Day Stratifications	2014	2015	2016	2017	2018
1-7	3.12%	3.04%	3.1%	1.85%	1.90%
8-14	2.80%	2.68%	2.73%	1.66%	1.69%
15-30	4.18%	4.02%	4.20%	2.79%	2.79%
31-60	5.95%	5.80%	6.19%	4.61%	4.61%
61-90	5.38%	5.31%	5.54%	4.67%	4.67%
91-180	12.78%	12.58%	12,46%	11.06%	12.23%
>180	65.79%	66.58%	%62'29%	73.75%	72.10%

* includes days of care that spanned between the years of 2012 through 2017.

How Does Medicare Pay for Hospice? (continued)

Spending by Diagnosis

and respiratory related medicare spending grew the most since 2014. In 2018, patients with a principal diagnosis of dementia continued to lead Medicare hospice spending at 25.3%. Stroke, circulatory/heart,

Table 6: % of Medicare Spending by Principal Diagnosis

	,
	2018
Dementia	25.3%
Circulatory/Heart	20.2%
Cancer	17.7%
Other	13.3%
Respiratory	10.9%
Stroke	11.5%
Chronic Kidney Disease	1.1%

Source: CMS Data sourced by HCCI for NHPCO

Spending by Level of Care

was for care at the routine home care level. This has grown 17.8% In 2018, the vast majority of Medicare spending for hospice care since 2014.

Table 7: Spending by Level of Care

Level of Care	2018
Routine Home Care	89.81%
General Inpatient Care	6.44%
Inpatient Respite Care	105%
Continuous Home Care	7802.1
	1.7770
Sources Charles and a second of the second o	

Who Provides Care?

How many hospices were in operation in 2018?

Over the course of 2018, there were 4,639 Medicare certified hospices in operation based on claims data. This represents an increase of 13.4% since 2014.

Figure 20: Number of Operating Hospices

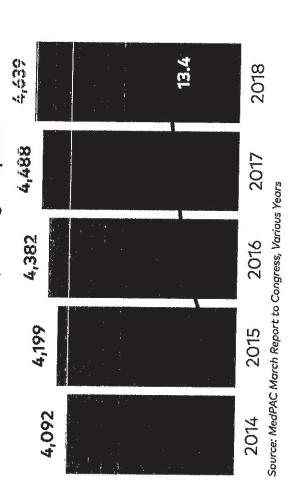
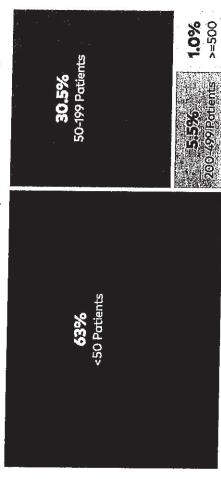


Table 8: ADC Support Stats

Hospice Size

One indicator of hospice size is the average daily census (ADC) or more specifically the number of patients cared for by a hospice on average each day. In 2018, the mean ADC for all hospices was 66.9 with a median of 31.8 patients. 63% of all hospices had an ADC of less than 50 patients.

Figure 21: Hospice Average Daily Census for 2018



Source: CMS Data sourced by HCCI for NHPCO

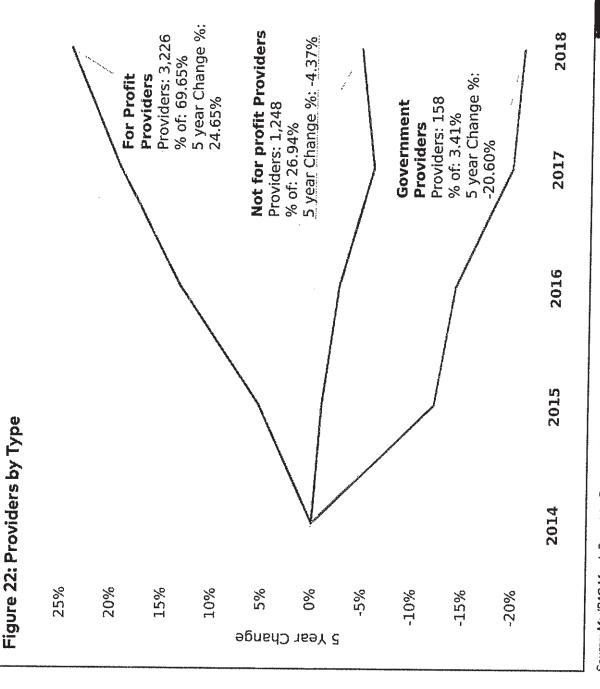
Year	Mean Census	Median Census	10th Percentile Census	25th Percentile Census	75th Percentile	90th Percentile
2014	6.99	33.5	4.1	12.8	75.3	150 3
2015	66.3	33.2	4.0	13.2	5 7/2	177
7500					2:	140.3
01 Oz	6/3	33.1	3.1	12.1	75.9	153.5
2017	000		THE PARTY OF THE P	THE RESERVE STREET, ST	THE REAL PROPERTY AND ADDRESS OF THE PERSON ADDRESS OF THE PERSON AND ADDRESS OF THE PERSON AND ADDRESS OF THE PERSON ADDRESS OF THE PERSON ADDRESS OF THE PERSON AND ADDRESS OF THE PERSON ADDRESS OF THE PERSON ADDRESS OF THE PERSON ADDRESS OF THE PERSON ADDRESS OF THE PERSON ADDRESS OF THE PERSON ADDRESS OF THE PERSON ADDRESS OF THE PERSON ADDRESS OF THE	Circ
707	68.9	33.2	3.6	12.2	78.3	157.6
0700		The state of the s				0.00
2018	6.99	31.8	4.0	12.5	75.5	154.0
	- CONTRACTOR OF THE CONTRACTOR					7.4.0

9 Facts and Figures | 2020 EDITION

Who Provides Care? (continued)

Tax Status

by more than 20% since 2014. As shown in figure 22, 69.7% For-profit hospice providers Government-owned hospice of active Medicare provider profit tax status and 26.9% hospice providers with fornumbers were assigned to 3.4% and has also declined with not-for-profit status. grew by 24.7 % since 2014 providers retracted 4.4%. providers comprised only while non-profit hospice



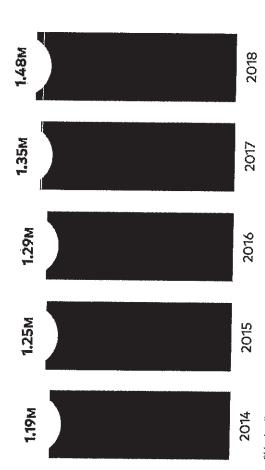
Source: MedPAC March Report to Congress, Various Years

Who Provides Care? (continued)

Patient Volume First Admissions

In 2018 hospice providers performed a total 1.48 million unduplicated admissions* of Medicare hospice patients representing a 23.9% increase since 2014.

Figure 23: First Admissions



*Unduplicated admissions include patients who were part of the census at the end of 2017, carried over into 2018, discharged in 2017 and readmitted within the year.

Source: CMS Data sourced by HCCI for NHPCO

Volume of Deaths

In 2018, the highest number of hospice providers served 50 or fewer patients who died while enrolled in hospice care.

Figure 24: % of Hospice Providers by Decedent Count

2016	2018
<=50 33.24%	<=50 34.55%
51-100 17.56%	51-100 16.5%
101-200 18.20%	101-200 18.53%
201-500 8.00%	201-500 8.14%
>1000 4.20%	>1000 4.39%
2015 <=50	2017 <=50 33.93% 51-100 51-100 0 101-200 51-1000 5 201-500 51-1000 8.04% >1000 4.39%

Source: CMS Data sourced by HCCI for NHPCO

22

Who Provides Care? (continued)

Provider Medicare Certification

More than 55% of all providers have been certified for 10 or more years, highlighting the maturity of the industry. The biggest growth of provider certification since 2014 has been on newer providers certified for 2-5 years, highlighting new entrants within the industry.

Table 9: Provider Certification

Years Certified	2014	2015	2016	2017	2018
<2 Years	11.1%	10.3%	10.3%	10.1%	10.1%
2-5 Years	13.3%	15.5%	16.9%	17.9%	17.6%
5-10 Years	21.8%	18.8%	17.2%	16.3%	17.1%
10+ Years	53.8%	55.4%	55.6%	55.7%	55.1%

Data Sources

Institute (HCCI) paid for by NHPCO. See cited sources through out the medpac.gov. For data references provided by HCCI, various sources and Files (RIF) Medicare Fee-for-Service (FFS) claims data including 100% of Medicare Part A from 2012-2018. The CMS 2018 Provider of Service Utilization Project (HCUP) Clinical Classification Software (CCS) was the following methodology was used. The CMS Research Identifiable The data sources primarily used for this report are from the MedPAC (POS) file is used to provide further information on facilities certified primary ICD-9 or ICD-10 diagnosis. The FY 2018 Hospice Wage Index March Report to Congress (various years), MedPAC Data Book, and to provide care to Medicare beneficiaries. The Healthcare Cost and FY2020 MedPAC Data Book are used. They can be found at www. various CMS claims related data sourced by the Health Care Cost MedPAC, the March Report to Congress from various years or the report for each table and figure. For data references provided by used to classify patients into diagnosis categories based on their and Payment Rate Update and Hospice Quality Reporting Requirements is the source for the tax status statistics.

Methodology Note

For all HCCI related references, all claims are analyzed within the calendar year with the date assigned based on the claim through date, the last date on the billing statement for services covered to a beneficiary. The methods used to aggregate hospice claims were based on those outlined in the Centers for Medicare and Medicaid Services' Medicare Hospice Utilization &Payment Public Use File: A Methodological Overview. Results may differ from other reports such as Medpac's publications that look within a fiscal year or across multiple years for patients that have lengths of stay that cross many years. Unless otherwise specified, the denominator is all hospice beneficiaries who had any services covered within the calendar year, regardless of the discharge status code for the last service rendered. This differs from other analyses that may restrict to patients who were discharged (live discharges and/or decedents).

CMS Research Identifiable Files (RIF) Data Set

The Medicare FFS RIFs used for this report contain all Medicare Part A claims related to payment made directly towards hospice services. All beneficiaries with at least one hospice claim paid through Medicare are included in this file (2.5% of all Medicare beneficiaries in 2018). Selected variables within the files are encrypted, blanked, or ranged. The RIF Medicare claims used for Facts and Figures include the following data files:

- Hospice File: Hospice Fee-for-Service claims submitted by Medicare certified hospice providers (see documentation for detailed information on hospice files)
 - Member Beneficiary Summary File (MBSF): Medicare beneficiary enrollment information via Medicare Parts A, B, C, and D (see documentation for detailed information on MBSF)

CMS 2018 Provider of Service (POS) Data Set

The POS file contains information of health care providers who are certified to provide care to Medicare beneficiaries.

Healthcare Cost and Utilization Project (HCUP) Clinical Classification Software (CCS)

The <u>CCS tool</u> was used to group patients into diagnosis groups based off ICD-9 or ICD-10 diagnosis.

Questions May Be Directed To:

National Hospice and Palliative Care Organization Attention: Research Phone; 703,837,1500

Web: www.nhpco.org/research

Email: Research@nhpco.org

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National Hospice and Palliative
Care Organization
NHPCO
1731 King Street
Alexandria, VA 22314

tel. 703.837.1500 | nhpco.org

January 22, 2021 - LL Response

SP/LLU Trax LLC Attn: Mike Autrey 701 5th Avenue, Suite 5700 Seattle, WA 98104

RE: Inspiring Hospice; Offer to Lease

The Trax - Suite 150

Dupont WA

Dear Mike.

After conversations with Heart of Hospice, I am writing you on their behalf to express interest to lease space in the above referenced property. The terms and conditions shall be subject to an acceptable lease form and are proposed as follows:

1.	<u>Tenant</u>	Inspiring Hospice Partners of Oregon, LLC dba Heart of Hospice
----	---------------	--

2.	<u>Premises</u>	The location to be leased is the space as indicated on the attached site
		plan / Fyhihit "All\ land-till ()

plan (Exhibit "A"), located in the property known as:

1460 Wilmington Drive

Dupont, WA

3. <u>Size</u> Space to be leased shall total approximately 1,250 square feet per the

attached space plan.

4. <u>Term</u> Five (5) Years

5. Options One (1) option of two (2) years.

6. <u>Use</u> Office for home-based hospice services and associated administrative

services

7. <u>Lease Commencement</u> Lease commences upon lease signing.

8. Rent Commencement Base Rent shall be @ Fifty Percent (50%) for months 1-12. NNN's

shall be abated for months 1-3. Tenant begins paying NNN in month 4.

9. Early Termination Tenant may elect to terminate lease if certificate of need is not issued

by December 31, 2021.

O 253-383-8382 F 206-267-1457 950 Pacific Avenue, Suite 1025 Tacoma, WA 98402



10. Rent

Base minimum rent for the original lease term shall be:

Years 1:

\$20.00 per square foot, plus triple net

Years 2-5:

3% annual increases on base rent, plus triple net

Option Years 6-7:

Market Rate

11. Triple Net

Tenant shall pay their proportional share of real estate taxes, building insurance and common area maintenance as additional rent. Triple Nets are currently estimated to be \$8.00 per square foot per year.

Common area charge will increase 5% per year.

12. Security Deposit

Equal to 1st month of rent.

13. Landlord's Work

Tenant shall take delivery of the space immediately. Landlord's work at Landlord's expense to commence after Tenant waives right to terminate and shall complete the following work:

a. Roof, walls, foundation, storefront and doors to be in working condition.

b. HVAC Unit to be serviced and a certification from an HVAC professional saying it is in good working order at lease commencement.

c. Bathroom is in good working condition

d. Access to trash area.

14. Parking

All parking shall be unreserved and shared by all Tenants in the Property on a first come, first served basis.

15. Ti Allowance

Twenty Five Thousand (\$25,000.00) once Tenant waives right to vacate. Tenant shall use licensed and bonded contractor and submit plans to landlord for approval prior to work commencing. Once all liens are removed and tenant is open for business and receipts have been provided to Landlord, Landlord shall have thirty (30) days to reimburse tenant for said work.

16. <u>Signage</u>

Tenant may install a sign on building facade above Premises subject to local code Size, location and the sign itself must be approved at Landlord's sole discretion.

17. Promotions

To be negotiated.

18. Notices

Landlord agrees to give written notices to:

Inspiring Hospice Partners of Oregon

Attn: Steve Morris

407 Portway Ave, Suite 201 Hood River, OR 97031

O 253-383-8382 F 206-267-1457 950 Pacific Avenue, Suite 1025 Tacoma, WA 98402



541-386-1942

19. Commission

Landlord agrees to pay commission per listing agreement.

20. Agency Law

The Law of Real Estate Brokerage Relationships clearly defines the duties of Licensees in various agency relationships. We value our relationship with you and have enclosed for your review, a pamphlet entitled The Law of Real Estate Agency describing your legal rights in dealing with a real estate broker or salesperson.



AGENCY DISCLOSURE: At the signing of this agreement the listing broker/Landlord's agent NEIL WALTER. The broker who procured the Lessee ("selling agent"), is LEE & ASSOCIATES. Each Party signing this document confirms the prior oral and/or written disclosure of agency was provided to him/her/them in this transaction. (WAC 308-124D-040).

This offer shall expire if not accepted by both parties one week (5 business days) following the date submitted. It shall be expressly understood that this offer is not binding on either of the parties, and that the contemplated lease, when executed by the parties, shall contain their full agreement. Said lease shall contain the provisions herein contained, and such other provisions as are customarily included in a shopping center lease, but subject to the mutual approval of the parties hereto.

If this proposal meets with your approval, please indicate by signing this proposal below.

Sincerely.

Lee & Associates - Tacoma

Kyle Prosser

Commercial Leasing and Sales

TENANT:

By steve mornis

Steve Morris

Date ____1/25/2021 | 4:31:10 PM PST

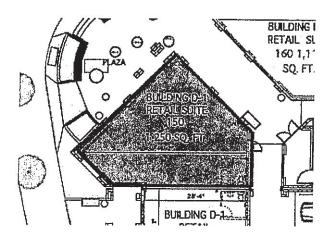
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Date 1/26/2021

LEE & ASSOCIATES
COMMERCIAL REAL ESTATE SERVICES

Exhibit "A" Site Plan



January 22, 2021 - LL Response

SP/LLU Trax LLC Attn: Mike Autrey 701 5th Avenue, Suite 5700 Seattle, WA 98104

RE: Inspiring Hospice; Offer to Lease

The Trax - Suite 150

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----	---------------	--

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6. <u>Use</u> Office for home-based hospice services and associated administrative

services

7. <u>Lease Commencement</u> Lease commences upon lease signing.

8. Rent Commencement

Base Rent shall be @ Fifty Percent (50%) for months 1-12. NNN's shall be abated for months 1-3. Tenant begins paying NNN in month 4.

9. Early Termination
Tenant may elect to terminate lease if certificate of need is not issued

by December 31, 2021.

O 253-383-8382 F 206-267-1457 950 Pacific Avenue, Suite 1025 Tacoma, WA 98402



10. Rent

Base minimum rent for the original lease term shall be:

Years 1:

\$20.00 per square foot, plus triple net

Years 2-5:

3% annual increases on base rent, plus triple net

Option Years 6-7:

Market Rate

11. Triple Net

Tenant shall pay their proportional share of real estate taxes, building insurance and common area maintenance as additional rent. Triple Nets are currently estimated to be **\$8.00** per square foot per year. Common area charge will increase 5% per year.

12. Security Deposit

Equal to 1st month of rent.

13. <u>Landiord's Work</u>

Tenant shall take delivery of the space immediately. Landlord's work at Landlord's expense to commence after Tenant waives right to terminate and shall complete the following work:

a. Roof, walls, foundation, storefront and doors to be in working condition.

b. HVAC Unit to be serviced and a certification from an HVAC professional saying it is in good working order at lease commencement.

c. Bathroom is in good working condition

d. Access to trash area.

14. Parking

All parking shall be unreserved and shared by all Tenants in the Property on a first come, first served basis.

15. TI Allowance

Twenty Five Thousand (\$25,000.00) once Tenant waives right to vacate. Tenant shall use licensed and bonded contractor and submit plans to landlord for approval prior to work commencing. Once all liens are removed and tenant is open for business and receipts have been provided to Landlord, Landlord shall have thirty (30) days to reimburse tenant for said work.

16. Signage

Tenant may install a sign on building facade above Premises subject to local code Size, location and the sign itself must be approved at Landlord's sole discretion.

17. Promotions

To be negotiated.

18. <u>Notices</u>

Landlord agrees to give written notices to:

Inspiring Hospice Partners of Oregon

Attn: Steve Morris

407 Portway Ave, Suite 201 Hood River, OR 97031

O 253-383-8382 F 206-267-1457 950 Pacific Avenue, Suite 1025 Tacoma, WA 98402



541-386-1942

19. Commission

Landlord agrees to pay commission per listing agreement.

20. Agency Law

The Law of Real Estate Brokerage Relationships clearly defines the duties of Licensees in various agency relationships. We value our relationship with you and have enclosed for your review, a pamphlet entitled The Law of Real Estate Agency describing your legal rights in dealing with a real estate broker or salesperson.



AGENCY DISCLOSURE: At the signing of this agreement the listing broker/Landlord's agent NEIL WALTER. The broker who procured the Lessee ("selling agent"), is LEE & ASSOCIATES. Each Party signing this document confirms the prior oral and/or written disclosure of agency was provided to him/her/them in this transaction. (WAC 308-124D-040).

This offer shall expire if not accepted by both parties one week (5 business days) following the date submitted. It shall be expressly understood that this offer is not binding on either of the parties, and that the contemplated lease, when executed by the parties, shall contain their full agreement. Said lease shall contain the provisions herein contained, and such other provisions as are customarily included in a shopping center lease, but subject to the mutual approval of the parties hereto.

If this proposal meets with your approval, please indicate by signing this proposal below.

Sincerely,

Lee & Associates - Tacoma

Kyle Prosser

Commercial Leasing and Sales

TENANT:

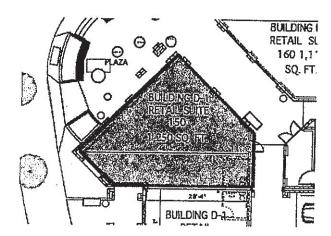
LANDLORD

steve morns

Date __1/25/2021 | 4:31:10 PM PST

ate 1/26/2

Exhibit "A" Site Plan



PRO FORMA Assumptions:

Heart of Hospice has made the following Assumptions based on our experience in providing hospice in Washington.

Patient Projections: The bases for our Projections are based on our Hospice experience. We believe the following Patient Projections for Snohomish, Pierce, Thurston Counties along with Heart of Hospice of Oregon Office. See Patient Day Model

Gross Revenue Assumptions:

- Medicaid \$3.96 per patient per day
- Medicare \$167.72 per patient per day
- Private/Commercial/VA \$8.58 per patient per day- Includes VA PAY, and insurances like Blue Cross/Blue Shield, Untied, Atna etc.

Net Revenue Assumptions:

Charitable Care \$8.44 per patient per day

Medical Expense Assumptions:

\$18.10 per patient per day

Administrative Expense Assumptions:

- \$1.93 per patient per day
- Management Fee will not go into effect until the company is CASH Positive in 2022
- Medical Director Fee is an allocation for our full-time physician
- Professional Fees are related to C.P.A. and Lawyer expense
- Equipment Rental is related to the cost of Copies and Printers
- Insurance Expense is for professional liability insurance
- Taxes are taxes
- Lease Expense is pulled directly from the lease. The Pro Forma also shows the annual increase per the lease
- No Dept therefore not interest expense
- Management fee at \$10,000.00 per month once cash flow positive in January 2022
- Medical Director Allocation: Estimate 2021 to be ½ of the total payments of future year expense. Medical Director Allocation are ¼ of the salary of our Washington Medical Director.
- Professional Fees: Estimate 2021 to be ½ of the total payments of future year expense
- Equipment fees: Estimate 2021 to be ½ of the total payments of future year expense
- Insurance fees: Estimate 2021 to be ¼ of the total payments of future year expense
- Taxes: Estimate 2021 to be ½ of the total payments of future year expense

Technology Expense Assumptions:

• \$3.84 per patient per day

Projected Utilization Assumptions

Pt Day/ADC/Assumptions:

For Projections. We have followed our Prior Data Cost and used it with a mix of the data the department has created to make projections.

We utilized 60 Day Length of stay to stay consistent with the department To calculate Average Daily census, we divided the total number of patient days / 360 To calculate Total number of visits we took the total patient days and multiplied it by 60%. This matches our 2020 data

Pt Served		Thurston		2020		Washington	2021	2022			
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Secret Charing Secr					0000	ADC	8.89				
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19481279 19481279 19491279	Γ	Medicare	3.869.737.07		\$3.96		3,171.21	-	4	71,352.28	
11/2012 15/352.94 15/352		Charity	194.812.78		310/./2		134,173,52	-	``	```	
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1,245,252,243	_	Total Gross Revenues	to sent out		\$6.58		6,862.84	1	_		
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1,125,126.74 Price Per del parametrica 1,125,126.74 Price Per del parametrica 1,125,126.72 Price Per del parametrica 1,126.72 P	8	h Basis Adjustments-(Charity)			C0 44		1	ı			
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1565.584.78 1565.584.78 1265.584.78	S S	ee Expense	-		incerei day per pa	Tent					
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11737121 11737122	Γ	Payroll Tax Expense	154,636.89		\$5.14		27,056.64			1,283,774.37	
1,129.12 1,129.12		Benefits	ļ.,		\$5.09		3,301.66		_		
Ephenses 1,739,158 1,201,275,88 2,200,275,88 2,200,275,88 2,201,22 1,205,210		Employee Related Expenses	_		\$12.64		4,069.79	Ŧ	1		
1,1730,17 1,1730,18 2008 260,30	П	Total Employee Expenses		2.209.275.88			70,501,77	ŀ	4	- [
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ppy 45,256,20 3,556,20 46,521,2 1,01,904,28 1,1567,38 1,15		Interpreter	1,739.17		80.08		00 00				
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Section Sect	П	Management Fees			2000		43.24	,			
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Fees 60,704.40 Page Pa	1	Office Expenses	18,701.96		\$0.81		648 44		11 247 70		stimate 2021 to be 1/
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							(41,770,30)		580,662.35	832,140.15	

Depreciation at \$20,000 in 2021 and amort of license fee over 15 years with 6 mos in 2021 No debt therefore no interest expense

17.79 10.00 Management fee at 10,000/ month once cash flow positive - starts in Jan 2022 10.00 Estimate 2021 to be 1/4 of the total payments of future year expense.

Estimate 2021 to be 1/2 of the total payments of future year expense.

Estimate 2021 to be 1/2 of the total payments of future year expense.

Estimate 2021 to be 1/4 of the total payments of future year expense.

Estimate 2021 to be 1/2 of the total payments of future year expense.

182

Balance Sheet	12/31/2021	12/31/2022	12/31/2023	12/21/1934
Cash	29,902	441,170	1,033,297	1,855,902
Depreciable Cost	20,000	20,000	20,000	20,000
Depreciable A/D	(20,000)	(20,000)	(20,000)	(20.000)
Security Deposit	2,083	2,083	2.083	2.083
Intangible Cost - Application fee	21,968	21,968	21,968	21.968
Intangible A/A	(732)	(2,197)	(3,661)	(5,126)
Total Assets	53,221	463,025	1,053,687	1,885,827
Capital Contributions	75,000	75,000	75.000	75 000
CY Income	(21,779)	409,803	590,662	832.140
Retained Earnings		(21,779)	388,025	978.687
Total Liabilities & Equity	53,221	463,025	1,053,687	1.885.827

Cash Flow	12/31/2019	12/31/2020	12/31/2021	12/31/2022
Beginning Cash 1/1	0	29,902,43	441,170.18	1,033,297.07
Operating Income	144,207.58	1,982,854.16	2,523,632.57	3,244,670.45
Operating Expenses Less Non Cash Expenses	165,986,08	1,573,050.94	1,932,970.22	2,412,530.30
Depreciation	(20,000.00)	•	•	٠
Amortization	(732.27)	(1,464.53)	(1,464.53)	(1,464,53)
Total Operating expenses	145,253.81	1,571,586.41	1,931,505.69	2,411,065.77
Cash from operations	(1,046.24)	411,267.76	592,126.89	833,604.68
Captial Contributed	75,000.00			i
Depreciatable assets Purchased	(20,000.00)	1	1	
Security Deposit paid	(2,083,33)	1	a	,
Applicattion fee paid	(21,968.00)	•	•	•
Ending Cash 12/31	29,902.43	441.170.18	441.170.18 1.033.297.07	1 955 001 75
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2,574,314

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 | | | Dased on lease for 2/2019 to 9/2024 | | Depreciation at \$20,000 in 2021 and amort of license fee axes 15 wars.
 | No debt therefore no interest expense | | Management fee at 10,000/ month once cash flow positive - starts in Jan 2022 | Estimate 2021 to be 1/4 of the total payments of future year expense. |
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 | 3,244,670.45 | | | 1,283,774,37 | 120,637.28
 | 91,570.27 | 227,546.27 | 1,723,528.19 | | 1,356.78
 | 79,569.07 | 603.73 | 353.66 | 90,151,357 | 105,752.60 | 1,697.02 | 325,642.09
 | | 00 000 | 00.400,50 | 19,090,88 | 1,464.53
 | • | 1,107.79 | 120,000.00 | 48,000.00 | 14,590.01
 | 15,000.00 | 2,400.00 | 29,905.09 | | | | 44,249.93 | 13,911.25
 | 11,020.54 | 27.101.72 | |
| 233 | 9 | 38.36 | | | 55,496.22 | 2,348,036.62 | 118,206.51 | 120,099.73 | 2,641,839.09 | | (118,206.51)
 | 2,523,632.57 | | | 998,491.18 | 93,829.00
 | 71,221.32 | 176,980.43 | 1,340,521.92 | | 1,055.28
 | 61,887.05 | 469.57 | 45 731 70 | 60 286 SS | 82,252.02 | 1,319.91 | 253,277.18
 | | CT 257 05 | 20,27,70 | 14,848.46 | 1,464.53
 | , | 861.61 | 120,000,00 | 48,000.00 | 11,347.78
 | 15,000.00 | 20,000,00 | 10.264.80 | 254 092.28 | | 2 35. 5 | 34,416.62 | 10,819,65
 | 53.808.01 | | |
| 200 | 9 | | | | 47,568.19 | 2,012,602.82 | 101,319.87 | 102,942.63 | 2,264,433.50 | | (101,319.87)
 | 2,163,113.63 | | | 855,849.58 | 80,424.86
 | 61,046.84 | 151,697.51 | 1,149,018.79 | | 904.52
 | 53,046.04 | 255 77 | 39.198.63 | 51.674.19 | 70,501.73 | 1,131.35 | 217,094.72
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 | 15,000.00 | 30 005 00 | 10 264 80 | 250,226.87 | | 20 007 00 | 21,429,90 | 7 347 00
 | 46.121.15 | | |
| 167 | 09 | 29.41 | or and some state of the | | 39,640,16 | 1,677,169.02 | 84,433.22 | 85,785.52 | 1,887,027.92 | | 1 84,433.22)
 | 1,602,334,70 | | | 713,207.98 | 67,020.71
 | 50,872.37 | 125,414,59 | 957,515.66 | 1 | 44 305 04
 | 44,203.04 | 195.48 | 32,665.53 | 43,061.82 | 58,751.45 | 942.79 | 180,912.27
 | | 37.516.75 | | 10,606.04 | 20,732.27
 | | 615.44 | 00 000 10 | 0 100 50 | 0,000,00
 | 1 300 00 | 7 476 27 | 5.132.40 | 85,367.98 | | 24 583 30 | 772847 | 6.122 52
 | 38,434.29 | Н | | | | | | | | | |
| Pt Served | ALOS | | | atient | 10 | | | ~ | | |
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| | | | | ice Per Day Per P | \$3.96 | \$167.7. | 58.44 | \$8.58 | | ¢0 00 | 30.4
 | | ice Per day per pa | | \$71.32 | 56.70
 | 53.05 | 217.0 | | SO OS | \$4.42
 | \$0.03 | \$0.02 | \$3.27 | \$4.31 | \$5.88 | \$0.09 |
 | | | | \$1.06 |
 | 20.00 | \$0.0b | | \$0.81 |
 | | | | | | \$2.46 | \$0.77 | \$0.61
 | | | |
| | | | | P | | | | | 4,353,939.52 | | 4,159,126.74
 | | Pr | | |
 | _1_ | 9 376 906 6 | 4,400,413.00 | |
 | | <u> </u> | | | | | 417,418.88
 | | 88,052.19 | | | | | | | | | |
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 | | | | 151,932.10 | | | |
 | 88,679.44 | 2000 200 0 | |
| | | | | | 2 950 TAPL/3 | 10,01,0200 | 197 923 04 | 46'75E'16T | | (194.812.78) |
 | | | 1 | 1,645,584.78 | 117 377 82
 | 291,676,39 | | | 1,739,17 | 101,994.28
 | 773.88 | 453.33 | 75,369.17 | 99,356.54 | 135,557.21 | 2,175.30 |
 | | | | 24,471.32 | ,
 | 1.420.00 | 200714 | | 18,701.96 | 60,704.40
 | 6,464.53 | 29,905.09 | 10,264.80 | | | 56,721.04 | 17,831.91 | 14,126,49
 | | | |
| CASH BASIS | | | | Medicair | Medicare | Charity | e/VA Insurance | Grove Demonstra | O COSO MENCINES | Cash Basis Adjustments-(Charity) | Net Revenues
 | | | Cimpleyee Expense | Tay Exponso | Benefits
 | oyee Related Expenses | Total Employee Expenses | Medical Expense | Interpreter | DME Rental
 | Laboratory | Massage Therapy | Medical Supplies | Kodm & Board | Pharmacy
Bernite Com | Modical European | ricalital cypellogo
 | Occupancy Expense | | Administrative Expense | using & Marketing | Interest Expense
 | Licenses/Permits/Fees | Management Fees | Medical Director Fees | Office Expenses | Professional fees
 | Equipment Rental | Insurance | | Total Admin Expenses | Technology Expense | Billing/Charting Service | Camputer Supplies | Internet & Web Hosting
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 140 | Pr Served 167 200 233 140 | Pr Served 167 200 233 140 | Pt Served 167 200 233 240 241 258 241 258 241 258 242 | Pt Served 167 200 233 234 235 | Pt Served 167 200 233 240 241 258 241 258 241 258 241
241 241 | Pt Served 167 200 233 240 241 251 | Pt Served 167 200 233 234 2461.73 241 32.88 38.36 49 2461.73 241 248.74 241.83 248.73 244.67 241.83 244.67 241.83 244.67 241.83 244.67 241.83 244.67 241.83 244.67 241.83 244.67 241.83 244.67 241.83 244.67 241.83 244.67 241.83 24 | Pt Served 167 200 233 234 246,124 24,132,12 | Pt Served 167 200 233 234 | Pt Served 167 200 233 140
140 140 | Pt Served 167 200 233 160 161 162 163 163 160 163 163 164 | Price Per Day Per Patient 1 | Price Per Day Per Patient 167 200 238 187 200 238 238 248 | Price Per Day Per Paient 167 200 238 400 4 | Price Per Day Per Patent 167 200 233 200 233 200 233 200 2 | Price Per Day Per Patient 157 100 238 38.35 40 40 40 40 40 40 40 4 | Price Per Day Per Patent 1971,268.19 12.08 13.28 18.36 19.08
19.08 19. | ALOS Alos Alos | Price Per Day Per Palent 1,000 per of the Per Day Per Palent 1,000 per Day Per Day Per Palent 1,000 per Day Per Day | Price Per Day Per Patent 157 80.01 1 | ADC Parent On the Part On the Part On the Part On the Parent On the Part O | Price Per Day Per Parient Price Per Day Per Parient Price Per Day Per Parient Price Per Day Per Parient Price Per Day Per Parient Price Per Day Per Parient Price Per Day Per Parient Price Per Day Per Parient Price Per Day Per Parient Price Per Day Per Parient Price Per Day Per Parient Price Per Day Per Parient Price Per Day Per Parient Price Per Day Per Parient Price Per Day Per Parient Price Per Day Per Parient Price Per Day Per Parient Price Per Day Per Parient Price Per Day Per Parient Price Per Day Pe | Price Per Dy Per Paient 19,650e4 16,6 22,8 38.3 5.0
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2,447,467	1,622,776	1,040,117	577,848	lotal Liabilities & Equity
1,547,776	965,117	502,848		Ketained Earnings
824,691	582,658	462,269	502,848	CY Income
000'57	non's	00000		
25.000	75,000	75.000	75,000	Capital Contributions
2,447,467	1,622,776	1,040,117	577,848	Total Assets
(5,126)	(3,661)	(2,197)	(732)	Intangible A/A
21,968	21,968	21,968	21,968	intangible Cost - Application fee
2,600	2,600	2,600	2,600	Security Deposit
(20,000)	(20,000)	(20,000)	(20,000)	Depreciable A/D
20,000	20,000	20,000	20,000	Depreciable Cost
2,428,025	1,601,869	1,017,746	554,012	Cash
14/31/2024	12/31/2023	7707/10/7	1707/16/71	

												500
12/31/2024	1,601,868.89	3,244,670,45	2,419,979.09	i	(1,464.53)	2,418,514.56	826,155.89	,	•			OF ACO OTA C
12/31/2022 12/31/2023	554,012.01 1,017,745.90	2,523,632.57	1,940,974.12		(1,464.53)	1,939,509.58	584,122,99	í	1	1	•	1 501 868 89
12/31/2022	554,012.01	2,163,113.63	1,700,844.28		(1,464.53)	1,699,379.74	463,733.89	3	,	٠	٠	554,012.01 1.017,745.90 1.601.868.89
12/31/2021	0	1,802,594.70	1,299,746.95	(20,000.00)	(732.27)	1,279,014.68	523,580.01	75,000.00	(20,000.00)	(2,600.00)	(21,968.00)	554,012.01
Cash Flow	Beginning Cash 1/1	Operating Income	Operating Expenses Less Non Cash Expenses	Depreciation	Amortization	lotal Operating expenses	Cash from operations	Captial Contributed	Depreciatable assets Purchased	Security Deposit paid	Applicattion fee paid	Ending Cash 12/31

																															0					Depreciation at \$20,000 in 2021 and amort of license fee over 15 years with 6 mns in 2021	refest expense	* · · · · · · · · · · · · · · · · · · ·	Fetimate 2021 to be 172 - 644	Estimate $z u z z$ to be z/z of the total payments of future year expense.	Estimate 2021 to be 172 of the total waymouts of factors	Estimate 2021 to be 1/2 of the total payments of future year expense.	Estimate 2021 to be 1/4 of the total payments of future year expense.	Estimate 2021 to be 1/2 of the total payments of figure year expanse.	ביי ביי ביי ביי ביי ביי ביי ביי ביי ביי								
2024	18,000	300	09	49.32				71,352.28	3,018,904.23	151,979.80	154,413.94	3,396,650.26	ATA 000 000	3,244,670.45				1,283,774.37	120,637.28	91,570.27	227,546.27	1,723,528.19	1 356 70	79 559 07	603.73	353.66	58,797,95	77,511.28	105,752.60	1,697.02	325,642.09		22 SEE 21 10 COUNTY OF THE SEE SEE	uonenogau in aspan T7'ccc'zc	19,090.88	1,464.53 Depreciation at \$20,000		120 000 00 Marsansas 62.101.			$\overline{}$		29,905.09 Estimate 2021 to be 1/4	10,264.80 Estimate 2021 to be 1/2	261,823,10		44 240 02	13.911.25	11.020.54	69,181.72	AC ACT C	2,412,530.30	832,140.15
2023	15,000	250	9	41.10				59,460.23	2,515,753.52	126,649.84	128,678.29	2,830,541.88	(435 CAB OA)	2,703,892.04				1,069,811.98	75 300 57	100,5308.56	1 435 222 40	1,435,273.49	1 130 65	66.307.55	503.11	294.71	48,998.29	64,592.73	88,127.17	1,414.19	271,368.40		31 270 83		15,909.06	1,464.53		120 000 00	48,000.00	12,158,34	15,000.00	2,400.00	29,905.09	10,254.80	256,024.98		36 874 94	11,592.71	9,183.78	57,651.44	2 052 589 15	4,034,302.43	651,302.90
2022	12,000	200	9	32.88				47,568.19	2,012,602.82	101,319.87	102,942.63	2,264,433.50	(101 219 87)	2,163,113.63			2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	90,424,58	61 045 94	151 507 51	10,69,161	4,445,040,79	904.52	53,046.04	402.49	235.77	39,198,63	51,674.19	70,501.73	1,131,35	217,094.72		30.208.33		12,727.25	1,464.53	720 63		48,000.00	9,726.67	15,000.00	2,400.00	29,905.09	10,264.80	130,226.87		29,499,96	9,274.17	7,347.02	46,121.15	1.572.669.87	+	590,443.77
2021	006	2	9	10.00	Based on 3 mos period			3,567.61	150,945.21	66.864/	1,720.70	169,832.51	(7.598.99)	162,233.52			CA 100 77	6.031.86	4 57R 51	11 377 31	86.176.41	TLOSTION	67.84	3,978.45	30,19	17.68	2,939.90	3,875.56	5,287.63	84.85	16,282.10		16,250.00		954.54	20,732.27	55.30		12,000.00	729.50	7,500.00	1,200.00	7,476.27	5,132.40	55,780.37		2,212.50	695,56	551.03	3,459.09	177,947,97		(15,714.45).
Washington	Patient Days	PI Served	ALOS	AUC	Base		lent			+			-			ent								The state of the s						+																							Net Income
	23073						rrice her Day Per Patient	23.90	277075	45.00	90.00		-\$8.44			Price Per day per patient	\$71.32	\$6.70	\$5.09	\$12.64			\$0.08	\$4.42	\$0.03	\$0.02	\$3.27	\$4.31	\$5.88	Corne					\$1.06		\$0.06			\$0.81							\$2.46	\$0.77	\$0.61	100			-
2020	ratient Days						2				4 353 020 53	7erescienci.		4,159,126.74						1	2,209,275.88							1		00 010 717	411,410.00		88,052.19			1				_1	_!	1		4	151,932.10					88,679.44	2,955,358,49		1,203,768.25
							91 461 73	3.869.737.07	194,812.78	197,932,94			(194,812.78)				1,645,584.78	154,636.89	117,377.82	291,676.39			1,739.17	101,994.28	773.88	453.33	99 356 54	135 557 21	2.175.30					24 424	24,471.32		1,420.00			18,701.96	60,704.40	20 005 00	10.264.80	10,204,00			56,721.04	17,831.91	14,126.49				иет плотв
Clark	CASH Basis					a.	Medicaid	Medicare	Charity	Private/VA Insurance	Total Gross Revenues		Cash Basis Adjustments-{Charity}	Net Revenues	Ses	Employee Expense	Salaries & Wages	Payroll Tax Expense	Benefits	Employee Related Expenses	Total Employee Expenses	Medical Expense	Interpreter	DME Rental	Marriago Thomas	Medical Supplies	Room & Board	Pharmacy	Respite Care	Total Medical Expenses		Occupancy Expense		Administrative Expense	Amortization & Depreciation	Interest Expense	Licenses/Permits/Fees	Management Fees	Medical Director Fees	Office Expenses	Forming of Dones	Insurance	Taxes	Total Admin Fynansos	Sacradon Mariana	Technology Expense	Billing/Charting Service	Computer Supplies	Internet & Web Hosting	lotal Technology	Total Expense		
	L					Income							اڻ		Even	Emplo						Medic								8	L	Occup	-	Admin												Techno				Ĺ			

	120,000.00 Management fee at 10 000/ month once the familiary	48.000.00 Estimate 2021 to he 1/2 of the total manufacture.	the state of the s	15,000.00 Estimate 2021 to be 172 of the total projects	2,400.00 Estimate 2021 to be 1/2 of the total payments of future year expense.	29.905.09 Estimate 2021 to he 1/4 of the total manager of discussions.	10,264.80 Estimate 2021 to be 1/2 of the total navments of future year expense.	The state of the s											
TOTAL PROPERTY.	120,000.00	48,000.00	14,590,01	15,000.00	2,400.00	29,905.09	10,264.80	261,823.10		44.249.93	13.911.25	11,020,54	69,181.72	2,412,530.30	832,140,15		12/31/2024	2,124,247	000000
1	120,000.00	48,000.00	12,158.34	15,000.00	2,400.00	29,905.09	10,254.80	256,024.98		36,874.94	11,592.71	9,183.78	57,651.44	2,052,589.15	651,302.90		12/31/2023	1,290,642	000'03
		48,000.00	9,726.67	15,000,00	2,400.00	29,905.09	10,264.80	130,226.87		29,499,96	9,274.17	7,347.02	46,121,15	1,572,669.87	590,443.77		12/31/2022	637,875	
		12,000.00	729.50	7,500.00	1,200.00	7,476.27	5,132.40	55,780.37		2,212.50	695,56	551.03	3,459.09	177,947.97	(15,714.45),		12/31/2021	45,956	
			81							46	7.2	61		3	Net Income		Balance Sheet	Cash Depreciable Cost	
١			\$0.81					1	1	\$2.46	\$0.77	\$0.61						-	

85,000 832,140 1,226,032 2,143,172	85,000 651,303 574,729 1,311,032	85,000 590,444 (15,714) 659,729	85,000 (15,714) 69,286	Capital Contributions CY Income Retained Earnings Total Liabilities & Equity
2,143,172	1,311,032	659,729	69,286	lotal Assets
(20,000) 2,083 21,968 (5,126)	(20,000) 2,083 21,968 (3,661)	(20,000) 2,083 21,968 (2,197)	(20,000) 2,083 21,968 (732)	Depreciable A/D Security Deposit Intangible Cost - Application fee Intangible A/A

157	1				_		ľ.				T-	r
12/31/2022	1,290,642.21	3,244,670.45	2,412,530.30	•	(1,464,53)	2,411,065.77	833,604.68	•	•	•	2,124,246,90	
12/31/2021	637,874.78	2,703,892.04	2,052,589.15	٠	(1,464.53)	2,051,124.61	652,767.43	٠	¢	,	637,874.78 1,290,642.21	
12/31/2020	45,966,48	2,163,113.63	1,572,669.87		(1,464.53)	1,571,205.34	591,908.30	٠	•	E	637,874.78	
12/31/2019	0	162,233.52	177,947.97	(20,000.00)	(732.27)	157,215.71	5,017.82	85,000.00	(20,000.00)	(2,083,33) (21,968.00)	45,966,48	
Cash Flow	Beginning Cash 1/1	Operating Income	Operating Expenses Less Non Cash Expenses	Depreciation	Amortization	Total Operating expenses	Cash from operations	Captial Contributed	Depreciatable assets Purchased	Security deposit paid Application fee paid	Ending Cash 12/31	•

2020 includes HHS Stimulus -	2020 includes HHS Stimulus - removed	2020 includes HHS Stimulus - removed from location models
2 265,935,13 2 265,935,13 1 6,160,246,79 5) (261,743,00) 6 5,898,503,79		
2 248,778.02 4 5,762,811.51 1) (244,856.35) 3 5,517,955.16		
237,969.71 231,620.92 5,365,376.24 (227,969.71) 5,137,406.53	▘▎▐▗╏▕▄▍▕▗┞	
214,463.81 4,967,940.96 (211,083.06) 4,736,857.90	2,4,463,81 4,967,940,96 (211,083,06) 4,755,857,90 1,733,019,96 127,180,93 506,164,91 2,583,917,58 1,884,42 1,884,42	24,463.81 4,967,940.96 (211,083,06) 4,756,857.90 1,775,80.93 167,551.78 127,180.93 506,164.91 2,583,917.58 110,512.59 110,512.59 838.51 491.19 81,653.62 107,654.52 146,878.61 2,356.98
\$8.44	\$8.58 \$8.44 \$71.32 \$6.70 \$5.09 \$0.25 \$6.08 \$4.42	\$8.58 \$8.44 \$71.32 \$6.70 \$5.08 \$0.03 \$0.03 \$5.08 \$4.42 \$0.03 \$5.08 \$4.42 \$6.03 \$5.09 \$5.09 \$5.09 \$5.09 \$5.09
4,585,012.07	Price Per da	Price Per da
(194,812.78)		
	11,64	17
net vevenues	ret neveniues se Expense Salaries & Wages Payroll Tax Expense Benefits Employee Related Expenses Total Employee Expenses Expense Interpreter	is Expense Salaries & Wages Salaries & Wages Salaries & Wages Benefits & Expense Benefits Employee Expenses Encloyee Related Expenses Encloyee Related Expenses Division Salaries Expense Interpreter Interpreter Massage Therapy Massage Therapy Massage Therapy Medical Supplies Room & Board Pharmacy Respite Care Total Medical Expenses
	ges see Ext	

	(Zizanian)		Net Income	1,022,602.59	1,148,703.09	1,274,803.60	1.400.904.10
i							
	Bajance Sheet	12/31/2019	12/31/2020	12/31/2021	12/31/2022	12/31/2023	12/31/2024
	Cash	431,056	652,626	1,695,107	2,863,530	4.158.053	5 578 678
	Depreciable Cost	195,272	209,564	209,564	209,564	209 564	2000000
	Depreciable A/D	(195,272)	(209,564)	(209,564)	(209.564)	(209 564)	1000 564
	Security Deposit	6,304	6,304	6,304	6.304	6 304	5 204
	Intangible Cost	295,795	295,795	295,795	295,795	295 795	בסק הסנ
	Intangible A/A	(83,809)	(103,528)	(123,247)	(142,967)	(162,686)	(182 406)
	Total Assets	649,346	851,197	1,873,959	3,022,662	4 297 467	5 698 371
	Current Liabilties	13,842	(160)	•	•	,	į
ű	Capital Contributions	120,175	120,175	120,175	120.175	120.175	120 175
	CY Income	341,275	635,852	1,022,603	1.148.703	1 274 804	1 400 004
	Distributions	(200,000)	(420,000)			100%	+05'001'4
	Treasury Stock	(30,000)	(30,000)	(30,000)	(30.000)	(30,000)	נטט טענו
	Retained Earnings	404,055	545,330	761,182	1,783,784	2,932,488	4.207.291
Total	Total Liabilities & Equity	649,346	851,197	1,873,959	3,022,663	4,297,466	5,698.370

Cash Flow	12/31/2021 12/31/2022 12/31/2023 12/31/2024	12/31/2022	12/31/2023	12/31/2024
Beginning Cash 1/1	652,784.18	1,695,106.77	2,863,529.86	4,158,053.46
Operating Income	4,756,857.90	4,756,857.90 5,137,406.53 5,517,955.16	5,517,955.16	5,898,503.79
Operating Expenses Less Non Cash Expenses	3,734,255.31	,734,255.31 3,988,703.44	4,243,151.56	4,497,599.69
Depreciation	10	1	•	٠
Amortization	(19,720.00)	(19,720.00)	(19,720.00)	(19,720.00)

All 4 locations		2020		Washington	2021	2022	2003	8000
		Patient Days	73073	Patient Dave	202 70		4043	2024
CASH Basis		265	0,000	ratient Days	36,/00	62,000	72,000	85,000
				Pt Served	612	1,033	1,200	1.417
				ALOS	0.09	0.09	60.09	60.0
				ADC	116.79	169.86	201	0.00
						00.00	13/.70	737.88
			Price Per Day Per Patient	atient				
Medicaid	91,461.73		\$3.96		145,479,37	215 768 06	10r 400 42	6
Medicare	3,869,732.07		\$167.72		6 ANS 591 AE	10 600 000 11	285,409.12	336,941.32
Charity	194,812.78		C8 AA		C4.100,004,0	10,668,848.75	12,366,047.46	14,566,396.87
Private/VA Insurance	197.932.94		40.4		309,869.94	523,485.99	607,919.22	717,682.41
Total Gross Revenues		C7 000 030 N	20.00		314,832.87	531,870.25	617,655.77	729,176.96
		75.858,656,4			7,175,763.63	11,969,973.96	13,877,031.57	16,350,197.56
) Basis Adjustments-(Charity)	(194,812.78)		-\$8.44		(309 869 94)	(272 405 001)	100 000 1007	
Net Revenues		4,159,126,74			(FC.COC,COC)	(66.00+,020)	(27.818,700)	(717,682.41)
and the second					6,665,693.69	11,446,487.96	13,269,112.35	15,632,515.15
Se			Price Per day ner nationt	otiont				
ee Expense			d 32 km :	anelli				
Salaries & Wages	1,645,584.78		47137		177			
Payroll Tax Expense	154,636.89		25.1.7. 26.70		2,017,473.30	4,421,889.50	5,135,097.48	6,062,267.86
Benefits	117.377.82		00.05		245,966.01	415,528.42	482,549.13	569,676.06
Employee Related Expenses	291 676 39		20.03		186,/01.60	315,408.70	366,281.07	432,415.15
Total Employee Expenses		3 300 321 00	\$17.04		654,069.98	989,109.18	1,130,734.05	1,310,283.29
Expense		4,403,413.68			3,704,210.90	6,141,935.79	7,114,661.72	8,374,642.35
Interpreter	1 739 17							
DME Rental	101 994 79		\$0.08		2,766.33	4,673.36	5,427.13	6,407.03
Laboratory	07.466,101		\$4.42		162,232.48	274,071.22	318,276.26	375,742.81
Massage Therany	//3.00 /E2 22		\$0.03		1,230.94	2,079.51	2,414.92	2,850.94
Medical Supplies	75 360 17		\$0.02		721.07	1,218.15	1,414.63	1,670.05
Room & Board	12,203.17		\$3.27		119,882.48	202,526.27	235,191.79	277.656.98
Pharmacv	126 657 24		\$4.31		158,036.88	266,983.29	310,045.11	366.025.48
Resnite Care	127,751 7 175 20		\$5.88		215,617.80	364,258.96	423,010.41	499 387 29
Total Modical Evanger	4,173.3U		\$0.09		3,460.04	5,845.30	6,788.09	8 013 72
cacilady income		41/,418.88			663,948.03	1,121,656.07	1,302,568.34	1,537,754.29
ncy Expense								
		239,536,83			יר ריין ררי	4		
trative Expense					C/./3C,//1	206,350.41	209,367.40	212,065.42
Advertising & Marketing	24,471.32		\$1.06		38 924 17	56 757 75	A3 C3C 3F	
		ı			11:1-1600	104.70,00	76,363.50	90,151.35

Amortization & Depreciation	-							
400000					81,916.80	24,113.60	24.113.60	24 113 GD
interest Expense			\$0.00		,			00.011,72
Licenses/Permits/Fees	1,420.00		\$0.05		טשר נ	2000		1
Management Fees			2000	89	2,4230.00	3,815.72	4,431.15	5,231.22
Medical Director Fees					240,000.00	480,000.00	600,000.00	600,000.00
Office Expenses	70 707 07		•		161,124.00	257,124.00	257,124.00	257,124.00
Drofortional food	18,/01.90		\$0.81		29,747.41	50,254.48	58,360.04	68.897.77
Fruitmont Bootel	60,704.40				49,124.31	71,624.31	71,624.31	71.624.31
reduicille mental	6,464.53				10,064.53	13,664,53	13,664 53	13 66/ 52
insurance	29,905.09				57 333 01	110 620 16	240 000 000	10,004.00
Taxes	10,264.80				25,000,00	115,020.30	119,620.36	119,620.36
Total Admin Evnoncoc		474			00.200,02	41,059.20	41,059.20	41,059.20
200000000000000000000000000000000000000		151,932.10			691,155.79	1,127,033.65	1,266,360.69	1,291,485.84
7500								
logy Expense								
Billing/Charting Service	56,721.04		\$2.46		טר טרר טט	2000		
Computer Supplies	17 931 01				30,220.10	132,41b.44	1/6,999.73	208,958.02
Internet & Web Lection	10.100.14		7/n¢		28,363.50	47,916.54	55,645.02	65.692.04
Title Canal	14,120.49		\$0.61		22,469.65	37,959.62	44,082.14	52 041 42
lotal lechnology		88,679.44			141.053.85	738 797 61	275 775 90	25.27.07.20
	200					101	210,120,30	75.050.050
Total Expense		3.106.843.13			אני זינט דרני ד			
		2000			15,956,175,0	8,835,268.52	10,169,685.05	11,742,639.38
	Net Income	1,052,283.61	_	Net Income	1,487,957.38	2,611,219.44	3,099,427.30	3,889,875,76

Balance Sheet
2,324,988
269,564
(269,564)
13,071
361,699
(125,444)
2,574,314
355,175
(30,000)
1,487,957
761,182
2,574,314

Patient days assumption per historical work and based on

ADC: Average Daily Census

ALOS: Average Length of Stay (60 Days

Patient Days

	2021	2022	2023	2024
new model	yr 0-3 mos			
base line	900	12,000	15,000	18,000
Thurston County	800	11,000	14,000	18,000
Snohomish	10,000	12,000	14,000	18,000
Pierce	900	12,000	15,000	18,000
НОН	25,000	27,000	29,000	31,000
total	36,700	62,000	72,000	85,000

	Rent Schedule	Jule			
	based on leases	ases			
20	2021	2022	2023	2024	g.
Thurston County	16,250	30,208	31,271	32,355	27
Snahomish	37,517	38,383	39,275	39,804	
Pierce	16,250	30,208	31,271	32,355	
HOH	107,551	107,551	107,551	107,551	*
total	177,568	206,350	209,367	212,065	

	monthly		monthly	
1000 100 100 100 100 100 100 100 100 10		expenses		
Thurston & Pierce	Rent	incld.	total	total
Security Deposit=\$2083.33				
Months 1-10 or 3/21-12/21	Š	See schedule below	_	16,250.00
Months 11-22 or 1/22-12/22	Ş	See schedule below	_	30,208.33
months 23-34 or - 1/23-12/23	Se	See schedule below		31,270.83
months 35-46 or 1/24-12/24	Š	See schedule below	_	32,355.21

30,208.33

32,355.21 110,084.38

16,250.00 30,208.33 31,270.83 32,355.21

- 31,270.83

- 30,208.33

16,250,00

total

2026

2025

2024

2023

2022

2021

Hood River Lease. Currenlty using 2020 rent, utilities, and maint.expense for future years.

	monthly	estimated	monthly	
Sonomish	Rent	optg/taxes	total	total
Security Deposit=\$2600				
months 1-8 or - 2/19-9/19	720.83	720.83	1,441.66	11,533.28
months 9-18 or 10/19-7/20	2,306.67	720.83	3,027.50	30,275.00
months 19-30 or 8/20-7/21	2,375.87	720,83	3,096.70	37,160.40
months 31-42 or 8/21-7/22	2,447.14	720.83	3,167.97	38,015.64
Months 43-54 or 8/22-7/23	2,520.56	720.83	3,241.39	38,896.68
months 55-68 or 8/23-9/24 remaining 3 months 2024	2,596.17	720.83	3,317.00	46,438.00

2019	2020	2021	2022	2023	2024	total
11,533.28						11,533.28
S	9,082.50 21,192.50					30,275,00
	15,483.50	15,483.50 21,676.90				37,160.40
		15,839.85	15,839.85 22,175.79			38,015.64
			16,206.95	22,689.73		38,896,68
				16,585.00	29,853.00	46,438.00
20,615.78	36,676.00	36,676.00 37,516.75	38,382.74	39,274.73 39,804,00	39.804.00	212.270.00

Thurston	P. Dinge	Thurston 9 Dione page -												
LOI - starts 3/1/21		e - rease in m	egottanoga											
		Rent	Rent Triple Net Sq feet	Sq feet										
Base		20.00	8.00	1250										
Increase 2-5		3%	2%											
	이	on base p	per year											
		955	abated 1st											21
ıs	50% first	50% first 12 months 3 mos	3 тоѕ											
	ı	Jan	Feb	March	Aprl	rnay	June	ylul	Aug.	Sept	tio	Nov	, and	July 4
	2021 2022 2023 2024	1,875.00 3,020.83 3,127.08	1,875.00 3,020.83 3,127.08	1,041.67 3,020.83 3,127.08 3,235.52	1,041.67 3,020.83 3,127.08 3,235.52	1,041.67 3,020.83 3,127.08 3,235.52	1,875.00 3,020.83 3,127.08 3,235.52	16,250.00 30,208.33 31,270.83 32,355.21						
Security deposit first month of rent	onth of re	int		2083.33								20,		

		8		
Cash Flow	12/31/2021	12/31/2022	12/31/2023	12/31/2024
Beginning Cash 1/1	652,784.18	2,324,987.69	4,960,320.73	8,083,861.63
Operating Income	6,865,893.69	11,446,487.96	13,269,112.35	15,632,515.15
Operating Expenses Less Non Cash Expenses	5,377,936.31	8,835,268.52	10,169,685.05	11,742,639.38
Depreciation	(60,000.00)	ţ	ı	
Amortization	(21,916.80)	(24,113.60)	(24,113.60)	(24.113.60)
lotal Operating expenses	5,296,019.51	8,811,154.92	10,145,571.45	11,
Cash from operations	1,569,874.18	2,635,333.04	3,123,540.90	3.913.989.36
Captial Contributed	235.000.00			
Depreciatable assets Purchased	(60,000.00)		ı	f i
Security Deposit	(6,766.67)			i
Applicattion fee paid	(65,904.00)	ī	Ĭ	1
; ; ;				
ending Cash 12/31 ≡	2,324,987.69	4,960,320.73	8,083,861.63	11,997,851.00

Inspiring Hospice Partners of Oregon, LLC Profit & Loss

January through December 2020

Jan - D	ec 20
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	Jan - Dec 20	
Ordinary Income/Expense		
Income		
40000 Revenue-Medicare	3,869,732.07	
40100 Revenue-Medicaid		
Oregon Medicaid	91,461.73	
Total 40100 Revenue-Medicaid	91,461.73	
40200 Revenue-Private	143,818.69	
403400 Patient Revenue - VA	54,114.25	
40500 Revenue-CARES Act	231,072.55	HHS Stimilust fur
Refunds and Returned Checks	10,608.91	
Total Income	4,400,808.20	
Gross Profit	4,400,808.20	4390199.29
Expense		.000125
OPERATING EXPENSES		
ADMINISTRATIVE EXPENSE		
Advertising	1,936.27	
Bank & Credit Cards Fees	407.93	
Bereavement Expense	67.00	
Company M&E 100%	5,600.80	
Dues and Subscriptions	9,689.52	
Insurance Expense	29,905.09	
Interest Expense	413.79	
Licensing and Inspections	1,420.00	
Management Consulting Fees	420,000.00	
Marketing	9,518.47	
Miscellaneous Expense	9.36	
Office Supplies & Expense	18,701.96	
Outside Services		
Accounting	24,770.41	
Answering Service	9,691.98	
Professional Services	21,169.26	
Record Storage and Shredding	5,072.75	
Total Outside Services	60,704.40	
Payroll Processing Fee	171.67	
Postage and Delivery	2,843.53	
Taxes and Licenses	14,638.41	
Telephone Expense	8,074.81	
Travel Expense		
Airfare	8,880.13	
Hotel	4,081.07	
Meals	3,685.62	
Transportation	1,011.47	
Travel Expense - Other	495.09	
Total Travel Expense	18,153.38	
Volunteer Program Expense	873.84	

Inspiring Hospice Partners of Oregon, LLC Profit & Loss

January through December 2020

oundary in ough	Jan - Dec 20	
Volunteer Travel	691.18	
Total ADMINISTRATIVE EXPENSE	603,821.41	589951.31
EMPLOYEE EXPENSE		40000101
Education and Seminars	8,526.11	
Employee Benefits	4,616.90	
Employee Gifts & Awards	4,662.52	
Employee Meals	2,439.79	
Employee Parking & Tolls	873.01	
Employee Travel	10.54	
Employment Procurement	13,130.56	
Outside Services		
Medical Doctors	50,850.00	
Total Outside Services	50,850.00	
Salaries and Wages		
601 Volunteer Coordinator	60,427.17	
602 Social Workers	120,783.34	
603 RNs	549,193.73	
604 NPs	45,919.17	
605 Hospice Aides	185,090.32	
606 Chaplain	99,169.98	
608 RN-PCM	134,876.06	
609 HR Coordinator	1,344.08	
610 Payroll Tax Expense	154,636.89	
615 Mileage Reimbursement	174,550.97	
620 Cell Reimbursement	11,350.15	
625 Worker's Compensation	15,590.46	
630 Dir of Clinical Scvs	113,069.56	
631 Physician	129,169.21	
632 LPNs	11,371.89	
633 Community Relations	37,500.19	
634 Administration	108,685.48	
635 Corporate Wages	178,153.81	
640 Employer Retirement Contrib	55,925.38	
645 Employer Paid Insurance	117,377.82 benefifts	
Total Salaries and Wages	2,304,185.66	
Uniforms	2,639.64	
Total EMPLOYEE EXPENSE	2,391,934.73	2536233,85
OCCUPANCY EXPENSE	RiverHood	
Building Maintenance/Repair	5,861.50	
Rent	178,072.54	
Utilities	55,602.79	
Total OCCUPANCY EXPENSE	239,536.83 107,551.24	88052.19
PATIENT EXPENSE	, avrjuvane T	00002.11
DME Rental	101,994.28	
Laboratory Fees	773.88	
-		

5:21 PM 01/21/21 Cash Basis

Inspiring Hospice Partners of Oregon, LLC **Profit & Loss**

January through December 2020

,	Jan - Dec 20	
Medical Supplies (Routine NC)	75,369.17	
Nursing Home Room & Board	99,356.54	
Patient Forms	3,327.13	1739.17
Patient Inpatient Care	344.00	453.33
Pharmacy / Drugs/ Biologicals	135,557.21	2192.5
Respite Patient Care	1,831.30	
Total PATIENT EXPENSE	418,553.51	417418.88
TECHNOLOGY EXPENSE		
Billing/Patient Charting Svc	56,721.04	
Celiphone Expense	9,825.42	
Computer Expense	17,831.91	
Internet and Web Hosting	4,301.07	
Software Fees & Support	480.09	
Total TECHNOLOGY EXPENSE	89,159.53	88679.44
Total OPERATING EXPENSES	3,743,006.01	
Total Expense	3,743,006.01	
Net Ordinary Income	657,802.19	
Other Income/Expense		
Other Income		
Other Income		
Interest Income	697.97	
Other Income - Other	11,363.46	
Total Other Income	12,061.43	
Total Other Income	12,061.43	
Net Other Income	12,061.43	
Net Income	669,863.62	
depre & Amort	34011.35	

635,852.27

5:21 PM 01/21/21 Cash Basis

Inspiring Hospice Partners of Oregon, LLC Profit & Loss

January through December 2020

```
Ordinary Income/Expense
       Income
           40000 Revenue-Medicare
           40100 Revenue-Medicaid
               Oregon Medicaid
           Total 40100 Revenue-Medicaid
           40200 Revenue-Private
           403400 Patient Revenue - VA
           40500 Revenue-CARES Act
                                                            nds
           Refunds and Returned Checks
       Total Income
   Gross Profit
                                                                    (10,608.91)
       Expense
           OPERATING EXPENSES
               ADMINISTRATIVE EXPENSE
                   Advertising
                   Bank & Credit Cards Fees
                  Bereavement Expense
                  Company M&E 100%
                  Dues and Subscriptions
                  Insurance Expense
                  Interest Expense
                  Licensing and Inspections
                  Management Consulting Fees
                  Marketing
                  Miscellaneous Expense
                  Office Supplies & Expense
                  Outside Services
                      Accounting
                      Answering Service
                      Professional Services
                      Record Storage and Shredding
                  Total Outside Services
                 Payroll Processing Fee
                 Postage and Delivery
                 Taxes and Licenses
                 Telephone Expense
                 Travel Expense
                     Airfare
                     Hotel
                     Meals
                     Transportation
                     Travel Expense - Other
                 Total Travel Expense
                 Volunteer Program Expense
```

Page 4 of 6 198

Inspiring Hospice Partners of Oregon, LLC Profit & Loss

January through December 2020

Volunteer Travel

Total ADMINISTRATIVE EXPENSE

(13,870.10)

EMPLOYEE EXPENSE

Education and Seminars

Employee Benefits

Employee Gifts & Awards

Employee Meals

Employee Parking & Tolls

Employee Travel

Employment Procurement

Outside Services

Medical Doctors

Total Outside Services

Salaries and Wages

601 Volunteer Coordinator

602 Social Workers

603 RNs

604 NPs

605 Hospice Aides

606 Chaplain

608 RN-PCM

609 HR Coordinator

610 Payroll Tax Expense

615 Mileage Reimbursement

620 Cell Reimbursement

625 Worker's Compensation

630 Dir of Clinical Scvs

631 Physician

632 LPNs

633 Community Relations

634 Administration

635 Corporate Wages

640 Employer Retirement Contrib

645 Employer Paid Insurance

Total Salaries and Wages

Uniforms

Total EMPLOYEE EXPENSE

144,299.12

OCCUPANCY EXPENSE

Building Maintenance/Repair

Rent

Utilities

Total OCCUPANCY EXPENSE

(151,484.64)

PATIENT EXPENSE

DME Rental

Laboratory Fees

5:21 PM 01/21/21 Cash Basis

Inspiring Hospice Partners of Oregon, LLC Profit & Loss

January through December 2020

Medical Supplies (Routine NC)

Nursing Home Room & Board

Patient Forms

Patient Inpatient Care

Pharmacy / Drugs/ Biologicals 1,134.63

Respite Patient Care

Total PATIENT EXPENSE (1,134.63)

TECHNOLOGY EXPENSE

Billing/Patient Charting Svc

Cellphone Expense
Computer Expense
Internet and Web Hosting

Software Fees & Support

Total TECHNOLOGY EXPENSE (480.09)

Total OPERATING EXPENSES

Total Expense

Net Ordinary Income

Other Income/Expense

Other Income

Other Income

Interest Income

Other Income - Other

Total Other Income

Total Other Income

Net Other Income

Net Income

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Page 6 of 6 200