



December 28, 2021

RECEIVED

By CERTIFICATE OF NEED PROGRAM at 7:07 pm, Dec 30, 2021

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

CN22-22

Dear Mr. Hernandez:

Attached please find a copy of the certificate of need application from Y.B.G. Healthcare LLC, dba Heart and Soul Hospice proposing to establish a Medicare certified/Medicaid eligible hospice agency in King County.

Please note that the appropriate review and processing fee of \$21,968 was sent to the Certificate of Need Program on December 23, 2021 and was signed for at the Department of Health and signed by K. Kimberly on December 29, 2021.

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

Sincerely,

Nathan Yemane, MSW, LCSW, LICSW
Managing Director

From the community and for the community.

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Certificate of Need Application
Hospice Agency

CN22-22

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

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

<p>Signature and Title of Responsible Officer:</p>  <p>Nathan Yemane MSW, LCSW, LICSW Managing Director</p> <p>Email Address: ybghealthcarellc@gmail.com</p>	<p>Date: December 28, 2021</p> <p>Telephone Number: 206-659-9998</p>
<p>Legal Name of Applicant: Y.B.G. Healthcare, LLC</p> <p>Address of Applicant: 2730 S. Andover St. Seattle, WA 98108</p>	<p>Provide a brief project description:</p> <p><input checked="" type="checkbox"/> New Agency <input type="checkbox"/> Expansion of Existing Agency <input type="checkbox"/> Other: _____</p> <p>Estimated capital expenditure: \$66,395</p>
<p>Identify the county proposed to be served for this project: King County</p>	



Y.B.G. Healthcare
2730 S. Andover St. Seattle, WA 98108
206-659-9998

**Certificate of Need Application
to Establish
a
Medicare/Medicaid Certified Hospice Agency
in
King County**

December 2021

Many communities experience poorer health outcomes because of social inequities related to race, culture, identity or where they live....We are committed to reexamining our priorities and the way we do our work to ensure we are being equitable.

Umair A. Shah, MD, MPH, Secretary of Health, November 22, 2021

Racism is a public health crisis: the transformation starts here. It starts with us.

White privilege and anti-blackness cannot be fully addressed until the same systems that have “worked just fine” for white people while acting as the foot of oppression for indigenous, Black and brown communities are dismantled. In its place, we need new systems coming from the communities most affected by racism, oppression, and colonization.

Dow Constantine, King County Executive and Patty Hayes, Public Health — Seattle & King County Director, June 11, 2020

Section 1

APPLICATION DESCRIPTION

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

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

The legal name of the applicant is Y.B.G. Healthcare LLC, dba Heart and Soul Hospice. Throughout the application, the applicant will be referred to as “Heart and Soul”. Heart and Soul is registered with the Washington Secretary of State. The members/governors are Nathan Yemane, MSW, LICSW, and David Turner.

The legal address of Heart and Soul is:

2730 S. Andover St.
Seattle, WA 98108

Heart and Soul’s business address/office location will be:

15 South Grady Way
Suite 522
Renton, WA 98057

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

Heart and Soul is a Washington State limited liability company organized under chapter 25.15 RCW. Heart and Soul’s UBI number is 604-757-087.

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

Questions regarding this application should be directed to:

Nathan Yemane MSW, LCSW, LICSW
Managing Director
2730 S. Andover St.
Seattle, WA 98108
ybghealthcarellc@gmail.com
206-659-9998

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

The consultant for this application is:

Jody Carona
Health Facilities Planning & Development
120 1st Avenue West, Suite 100
Seattle, WA 98119
(206) 441-0971
E-mail: healthfac@healthfacilitiesplanning.com

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

An organizational chart is included in Exhibit 1.

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

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

There are no other facilities or agencies owned by the Applicant. One Member, David Turner, has ownership interests, and/or operational or management control in two other hospice agencies, which are detailed below:

Heart and Soul Hospice, Nashville, TN: Member David Turner owns 50% of this agency. It is licensed in the State of Tennessee, accredited by the Community Health Accreditation Program (CHAP) and certified by both Medicare and Medicaid. The agency secured CN approval in late 2020 and became accredited and operational in June 2021. Additional agency information is below:

402 Bna Dr, Nashville, TN 37217
License #: 0000000624
Medicare Provider Number: 44-1605
Medicaid Provider Number: 1770184079

CNS Hospice, Troy, MI: Since early 2014, Member David Turner has had various levels of ownership and operational responsibility for this agency. Today it does business as St Croix Hospice-Michigan. It is licensed in the State of Michigan, accredited by CHAP, and certified by both Medicare and Medicaid. Additional agency information is below:

1920 Livernois
Troy, MI 48083402
License #: 1041000127
Medicare Provider Number: 23-1635
Medicaid Provider Number: 1578830881

Section 2 PROJECT DESCRIPTION

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

Heart and Soul is not an existing agency.

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.

Heart and Soul is not an existing agency.

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.

YBG Healthcare LLC, dba Heart and Soul Hospice
15 South Grady Way
Suite 522
Renton, WA 98057

4. Provide a detailed description of the proposed project.

Heart and Soul Hospice is seeking approval to establish a hospice agency in King County. While we fully intend to serve all individuals that qualify for hospice and choose our care, we will have a strong emphasis on reducing disparities and increasing acceptance and use of hospice. We will accomplish this by addressing cultural relevance, by being of and from the community, and by increasing trust in the Black Indigenous, People of Color (BIPOC) community as well as in other traditionally underserved communities in King County.

The BIPOC community is itself very diverse and includes both east and west Africans, and a multitude of languages and distinct cultures. In 2018, slightly more than 2 million immigrants from sub-Saharan Africa lived in the United States and the population has been rapidly growing. Between 2010 and 2018, the sub-Saharan African population increased by 52 percent, significantly outpacing the 12 percent growth rate for the overall foreign-born population during that same period. The diversity in origins for this population is mirrored by the diversity in reasons for coming to the United States, with the arrival of refugees from conflict-ridden countries such as Ethiopia, Somalia, and the Democratic Republic of the Congo (DRC) and high-skilled immigrants and foreign students from Nigeria, Kenya and Ghana. Eighty-one percent of all sub-Saharan Africans living in the United States as of 2018 had come from Eastern and Western Africa.

In 2016, the Office of Immigrant and Refugee Affairs (OIRA) and the City of Seattle commissioned a report entitled *Voices of Seattle's East African Communities*. According to the report:

Among all U.S. counties, King County ranks sixth for the number of people born in Africa and in the top three for Ethiopia and Kenya, amongst other individual countries. And according to the Department of State, of the nearly 33,000 refugees who've settled in Washington State since 2003, those from Somalia rank third (4,143), those from Eritrea rank ninth (813), and Ethiopian refugees rank tenth (746). Generally, more East African refugees settle in the greater Seattle area than any other place in Washington—nearly one-third of the total. Somalis, numbering 2,560, are the largest refugee group in the city and continue to grow. (Please note, this number does not capture East Africans born in the United States.)

As relatively new arrivals to Seattle, East Africans are a tight-knit community that turns inwards, towards each other, to navigate their new American lives. The proverbial, "It takes a village" concept rings true and remains the community's strongest asset. Stories of family support during times of hardship and times of joy are common. Word-of-mouth referrals, donations, and connections provide lifeline support to newcomers. Small businesses, faith-based organizations, and nonprofit organizations provide culturally appropriate and competent services.

According to a 2016 King County Council Press Release¹:

Native American history is intertwined with both King County and Washington state. King County's largest city is named in honor of Duwamish leader Chief Sealth, and there are 29 federally recognized tribes in Washington.

The remarkable survival of Native Americans in this region – after the coming of white settlers – has been amazing. They continue to fight hard to maintain that their culture, language, dance, food and values are not destroyed

King County is on land that is home to the Muckleshoot and Snoqualmie Tribes. Along with the Duwamish Tribe, Native American culture and history has always been a vital part of the region that became King County.

The growth of King County, along with an ever-growing State population, has brought challenges to Native Americans. Native Americans in our County continue to battle high rates of poverty, poor health indicators, homelessness, and high school drop-out rates.

¹ King County Council, Celebrating the history and heritage that helped shape the region, November 14, 2016

Even with these challenges, Native American tribes in Washington State have been leaders in driving local economies, providing jobs, giving back to the community, and protecting the environment. From fishery conservation and habitat restoration, to the national effort to protect Mother Earth's lands from environmental destruction that could occur from fracking, oil pipelines, oil spills, and oil explosions, Native Americans have been on the frontlines protecting our earth for future generations.

Heart and Soul will be Medicare and Medicaid certified and will serve the BIPOC and immigrant communities, as well as any person seeking our care. We will support persons with terminal illness in managing pain and maintaining dignity through the end of life. Sub-populations within the BIPOC and other immigrant and underserved communities that we will target, include, but are not limited to:

- The dual eligible Medicare/Medicaid
- Homeless/Housing Insecure
- LGTBQIA+
- Veterans

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

Yes, Heart and Soul will be available and accessible to individuals regardless of where they reside in the 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:

The estimated timeline for project implementation is:

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

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

The following services will be provided in a linguistically and culturally competent manner:

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

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).

Heart and Soul is not proposing to expand an existing agency.

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.

This application does not propose to expand an existing agency.

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 and Soul will provide a full range of hospice services designed to meet the physiological, psychological, social, cultural, linguistic and spiritual needs of people and their families facing the end of life and bereavement in King County. As noted earlier, while serving all individuals that qualify for hospice and choose our care, we will have a strong emphasis on reducing disparities and increasing cultural relevance and trust so as to grow the rate of hospice use in the BIPOC and other underserved communities in King County. The BIPOC community in the United States has historically had a poor relationship with racist healthcare systems (example: Tuskegee experiments, nation-wide eugenics laws which targeted Black Americans, the case of Henrietta Lacks). Subsequently, there is significant mistrust among BIPOC populations when comes to obtaining health care. Heart

and Soul, as a Black-owned healthcare facility and a member of the BIPOC community, will help rebuild the very same trust that is lacking due to historical injustices (medical) committed towards BIPOC communities.

As data in this application shows, the BIPOC community is disproportionately lower income and has higher rates of disabilities. These communities also experience disproportionately higher rates of homelessness. As such, this project is expected to have a higher percentage of dual eligible, persons on Medicaid, the non-insured, and homeless than is typical of King County hospice providers.

We intend to initially and primarily serve adults, age 18 and over. However, we are well aware that BIPOC children suffer from chronic diseases at a higher rate than non-BIPOC children. Between 1960 and 2005 the percentage of children with a chronic disease in the United States almost quadrupled, with racial/ethnic minority youth having higher likelihood for these diseases. The most common major chronic diseases of youth in the United States are asthma, diabetes mellitus, obesity, hypertension, dental disease, attention-deficit/hyperactivity disorder, mental illness, cancers, sickle-cell anemia, cystic fibrosis, and a variety of genetic and other birth defects². Because the incidence of these conditions, some of which are fatal, are higher in the BIPOC community, as requested by families and the community, we would develop and provide services for pediatric patients and their families.

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

A copy of the letter of intent is included in Exhibit 2.

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.

Heart and Soul will secure licensure, accreditation, and Medicare certification upon CN approval.

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

Heart and Soul will seek State of Washington licensure, Medicare and Medicaid certification and accreditation by the Community Health Accreditation Program, Inc. (CHAP).

² National Institutes of Health, Racial/Ethnic Disparities in Chronic Diseases of Youths and Access to Health Care in the United States, 2013

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

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

Heart and Soul is not an existing agency.

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.

Table 1 details the projected utilization.

Table 1
Heart and Soul King County
Projected Patient Days and Admissions, 2023-2026

	Partial year 2023	2024	2025	2026
Total number of admissions	58	164	214	267
Total number of patient days	3,603	10,188	13,294	16,586
Average daily census	9.9	27.8	36.4	45.4

Source: Applicant

Specific assumptions include:

Admissions: Admissions were developed for two cohorts separately: the un-served BIPOC and minority communities and the general population. For the unserved, Heart and Soul estimated admissions by using CMS data to quantify the unserved BIPOC community, and market share assuming strategies to engage the community and increase acceptance, trust and ultimately use. For the general population, we estimated reasonable market shares and applied those to the DOH defined hospice population.

Unserved:

The Department of Health's WAC-based projections average three years of historical data; as such, the extent that the BIPOC and other underserved communities underutilize hospice, the projections understate future demand and perpetuate the underutilization. Heart and Soul believes that the approach of comparing how many more individuals would have been served if they enjoyed the same penetration rates as the larger community is reasonable.

As is discussed in further detail in a later section (see Table 5), Medicare data as well as data from the Centers for Disease Control confirms the underserved nature of the BIPOC community for hospice care. The rate of use of hospice by the BIPOC community is consistently the lowest in King County. In 2019 it was only about 63% of the rate of the County at large and only 56% of the rate of the County's white population. 2020 reflects the disparity gap the BIPOC community experienced related to COVID: while the entire County's deaths in hospice declined by 3.5%, the Black deaths in hospice in 2020 declined by 20% and American Native deaths declined by more than 12%.

Using 2019 as the baseline, had the Black and American Indian communities accessed hospice at the same rate as the white community, a total of 126 additional individuals in these two communities (112 Black people and 14 American Indian) would have been served in hospice in 2019. If 2020 were the baseline, a total of 185 additional individuals in these two communities (168 Black people and 17 American Indian) would have been served in hospice. We averaged the 2019 and 2020 incremental volumes realized if the BIPOC community used hospice at the same rate as the white community (156 new cases) to estimate 2021 incremental volumes and assumed a 1% growth per year for each year after (which is the average annual Black and AI population change between 2020 and 2025)³. The volumes are detailed in Table 2.

Heart and Soul believes that this estimate is conservative estimate as we did not separately estimate services to other minority groups.

³ Source: 2020 Claritas Data for King County.

**Table 2
Heart and Soul Admission Assumptions for Unserved**

	2023 (6 months only)	2024	2025	2026
Estimated BIPOC admissions to reach same hospice penetration rate as White community;	160	161	163	164
Estimated market share from underserved BIPOC community, inclusive of dual eligibles, LBGTQAI+ and Veterans. Estimated based on community input and member experience	20.0%	35.0%	50.0%	65.0%
Estimated admissions from underserved BIPOC community	16 ⁴	56	81	107

General Community:

Per the WAC-based methodology, the unmet Average Daily Census (ADC) in King County is estimated at 85 in 2023. Assuming the historical rate of growth continues at the same rate through 2025, the unmet ADC is expected to be about 175 in 2025.

In our 2023 partial year, we are estimating that we will have a 1% total market share of King County hospice patients. We reviewed CMS data on new starts to determine the reasonable of this assumption. Heart and Soul conservatively estimated that market share will grow by 0.25 each year, such that by 2026, we will have a 1.75% market share of King County patients in hospice.

**Table 3
Heart and Soul Admission Assumptions for General Community**

	2023 (6 months only)	2024	2025	2026
King County Hospice total volumes estimated per WAC methodology	8,328	8,599	8,870	9,141
Market share of total volumes per WAC methodology	1.00%	1.25%	1.50%	1.75%
Estimated admissions from total potential market (non-underserved populations)	42 ⁵	107	133	160

⁵ Assumes 50% of annual volume since agency will be only open for 6 months.

Total Admissions:

Combining the unserved and the general community results in the admission estimates by year depicted in Table 4.

**Table 4
Heart and Soul Total Admissions**

	2023 (6 months only)	2024	2025	2026
Estimated admissions from underserved BIPOC community	16	56	81	107
Estimated admissions from general population	42	107	133	160
Total admissions ⁶	58	164	214	267

Average Length of Stay: We have assumed the Washington State average, per the CN Program’s methodology (62.12).

Patient Days: Admissions x the ALOS calculate to the projected patient days.

Average Length of Stay: Patient days/365 = ALOS

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

The Department of Health’s 2022 hospice need methodology (included as Exhibit 3) projects immediate need (2022) for an additional hospice agency in King County, (increasing to 2 in 2023). In addition, King County has published data that identifies the magnitude and extent of inequities in our target communities.

On very few occasions, when no numeric need exists, the Department has taken into consideration inequities to approve a hospice application, but, from our perspective, it has not given full consideration to disparities and equities when there is numeric need. Its September 2020 evaluation of applications for a new hospice provider in Whatcom County, where there was no need, the Department wrote:

The department notes that all letters submitted by community members for these two projects expressed support of another provider in the county. Many of the letters identified need for hospice services for specific underserved populations not currently served by the existing provider. Many of the letters expressed concerns regarding long ‘first-visit’ response time of the existing provider.

⁶ Please note that the whole numbers listed in this row were used for the pro forma financials.

The reality is that even though numeric need exists, there are underserved communities in King County; and these inequities must be given a voice and addressed. Ten hospitals/health systems and Public Health of Seattle King County (PHSKC) recently conducted a 2021-2022 Community Health Needs Assessment (CHNA). The CHNA opens by explicitly stating that that PHSKC declared **racism a public health crisis in 2020** and acknowledged the historical and present-day impacts of systemic oppression and racism on the well-being of King County residents. The report also states that racism and systemic oppression influence health outcomes by affecting social conditions as well as contributing to trauma that spans generations and persists throughout an individual's life span. Beyond its impact on access to high-quality healthcare, racism impacts access to education, housing, employment, nutrition, joy, and wellness—everything that communities need to thrive. To illustrate the inequities, the CHNA provides information organized by race, ethnicity, and place. Key findings noted in the CHNA include:

- While King County is 6% Black, 29% of households in the homeless response system identified as Black or African American—this rate is 500 times higher than the community's representation in the larger population. The same holds true for the American Indian/Alaska Native population which comprises 1% of the King County population, but 4% of the homeless.
- Among King County's population, the life expectancy of Black people (77.6 years) is four years shorter than life expectancy of white residents (81.6 years). This gap is even greater by race and gender: life expectancy for a Black male is nine years less than for a white female (74.7 to 83.7 years, respectively).
- In 2019, Black adults were more than two times as likely to be uninsured (10.5%) compared to white adults (4.7%).
- In 2019, the King County Medicaid beneficiary population was more racially/ethnically diverse than the overall King County population. People of color made up the majority of Medicaid beneficiaries for both adults and children.

These factors must be given full consideration in the review and CN award of any new hospice agency. Because Heart and Soul is both black owned and black governed, we are better positioned to gain trust and overcome the insensitivity to cultural variations in attitudes towards death and dying than many existing providers. A January 2015 publication on *Equity of Care and Eliminating Health Care Disparities* released by a partnership including the American Hospital Association, American College of Healthcare Executives, America's Essential Hospitals, Association of American Medical Colleges and Catholic Health Association of the United States, identified a three-fold process for reducing inequities. These include:

- Increase the collection and use of race, ethnicity and language preference data;
- Increase cultural competency training; and
- Increase diversity in governance and leadership.

Heart and Soul has addressed all three in this application.

The Lower Use of Hospice by the King County BIPOC Community Demonstrates the Magnitude of the Inequity.

Medicare data as well as data from the Centers for Disease Control confirms the underserved nature of the BIPOC community for hospice care. Table 5 includes both 2019 and 2020 King County specific data. The rate of use of hospice by the BIPOC community is consistently the lowest in King County. In 2019 it was only about 63% of the rate of the County at large and only 56% of the rate of the County’s white population. 2020 reflects the disparity gap the BIPOC community experienced related to COVID: while the entire County’s deaths in hospice declined by 3.5%, the Black deaths in hospice in 2020 declined by 20% and American Native deaths declined by more than 12%.

**Table 5
Hospice Death Data by Race**

Race	2019			2020			Percent Change in Deaths 2019-2020
	Deaths in Hospice	All Beneficiary Deaths	Percent of Deaths in Hospice	Deaths in Hospice	All Beneficiary Deaths	Percent of Deaths in Hospice	
White	5,343	9,060	59.0%	5,484	9,444	58.1%	-1.5%
Black	261	632	41.3%	221	670	33.0%	-20.1%
Asian	352	746	47.2%	407	916	44.4%	-5.9%
Hispanic or Latino	36	77	46.8%	44	109	40.4%	-13.7%
American Native	32	78	41.0%	28	78	35.9%	-12.4%
Other	199	421	47.3%	198	454	43.6%	-7.8%
Unknown	75	151	49.7%	72	198	36.4%	-26.8%
Total	6,298	11,165	56.4%	6,454	11,869	54.4%	-3.5%

*Source: Developed from Medicare Files, 2021; Bergdata.com. *These are deaths for patients who were enrolled in hospice sometime in the year; these patients were not necessarily on hospice at the time of death. Those numbers would be lower.*

Using 2019 as the baseline, had the Black and American Indian communities accessed hospice at the same rate as the white community, a total of 126 additional individuals in these two communities (112 Black people and 14 American Indian) would have been served in hospice in 2019. If 2020 were the baseline, a total of 185 additional individuals in these two communities (168 Black people and 17 American Indian) would have been served in hospice.

Cancer Death Rates are Higher in King County’s BIPOC Community

Further compounding the inequity is the fact that data shows that while incidence of cancer among the Black community in King County is not significantly different than the overall

incidence (less than 1% lower), the death rate is nearly 19% higher. In the American Indian community, the incidence is nearly 19% higher and the death rate is about 10% higher. This data is shown in Table 6.

**Table 6
King County Cancer Data by Race**

Racial/ Ethnic Group	King County Cancer Incidence		Variance to "All in King County"	King County Death Rates		Variance to "All in King County"
	Persons	Rate		Person	Rate	
American Indian/Alaska Native	515	525.8	+18.7%	126	147.9	+10.4%
White	40,562	457.8		12,134	138.5	
Black	2,792	439.1	-0.88%	902	159.5	+18.6%
Hispanic as a Race	1,902	385.1		388	94.4	
Asian/Pacific Islander	515	314.7		1,709	147.9	
All	50,660	443		14,871	134	

Source: USCS Data Visualizations CDC, data for 2018, published 2021.

Dual eligible Medicare/Medicaid Enrollees are Disproportionately BIPOC, and Care Needs are Greater.

More than twelve million individuals nationally are simultaneously enrolled in Medicare and Medicaid. Per CMS, these dually eligible individuals experience high rates of chronic illness, with many having long-term care needs and social risk factors. A brief entitled, *Data Analysis Medicare-Medicaid Dual Enrollment 2006 through 2018*, prepared by CMS' Medicare-Medicaid Coordination Office in September of 2019, evaluated twelve-year enrollment trends (the period of 2006-2018) and found that dually eligible beneficiaries are disproportionately younger, female, and of minority race/ethnicity, compared to other Medicare beneficiaries. From 2006 to 2018, the average annual growth rate for the number of dually eligible individuals with disabilities was 3.1 percent, as compared to 0.3 percent among Medicare-only beneficiaries with disabilities. As a result, among all Medicare-eligible individuals under age 65, the proportion who were dually eligible steadily shifted from 44.3 percent in 2006 to 52.3 percent in 2018.

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

CMS data for King County indicates that the rate of dual eligible Medicare/Medicaid enrollees electing hospice, in 2020, was 423.1 per 1,000 deaths (down from 501.0 per

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

1,000 deaths in 2019). This rate is lower than the rate for non-dual eligible beneficiaries in King County of 585.1 per 1,000 deaths. The national rate for dual eligible beneficiaries was also higher than the King County rate in 2020 (473.9 per 1,000 deaths). Heart and Soul’s goal will be to increase the rate to the rate of the non-dual eligible in King County. That said, we recognize that the BIPOC dual-eligible are a sub-set of our larger BIPOC community. In an effort to be conservative in our projections, we did not make this group an incremental add-on to our volume estimates.

The Homeless in King County is also disproportionately BIPOC

Table 3 of the 2020 *Seattle/King County Point-in-Time Count of Individuals Experiencing Homelessness* (duplicated below) shows the disproportionate impact of homelessness in the BIPOC community.

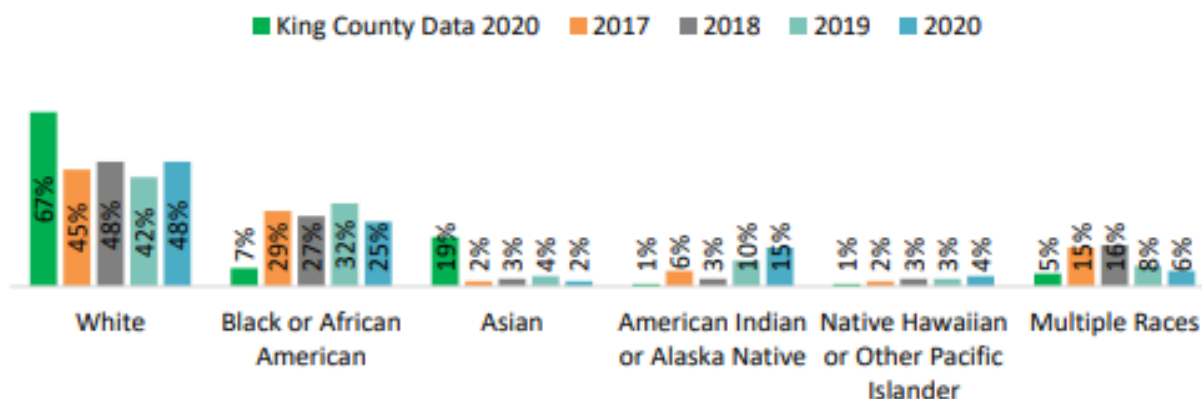
Table 3 Individuals Experiencing Homelessness by Race, Ethnicity, Gender, and Age, 2017-2020

	2017 N=11,643	2018 N=12,122	2019 N=11,199	2020 N=11,751
Race				
White	45%	48%	42%	48%
Black or African American	29%	27%	32%	25%
American Indian or Alaska Native	6%	3%	10%	15%
Asian	2%	3%	4%	2%
Native Hawaiian or Pacific Islander	2%	3%	3%	4%
Multiple Races	15%	16%	8%	6%
Hispanic or Latino	14%	15%	15%	15%
Gender				
Female	36%	35%	40%	41%
Male	62%	61%	56%	56%
Transgender	1%	1%	2%	1%
Gender Non-Conforming	1%	3%	3%	2%
Age				
<18	4%	2%	1%	19%
18-24	23%	22%	18%	9%
25+	74%	77%	82%	72%

According to the report:

compared to the overall population of Seattle/King County, homelessness disproportionately impacts people of color. Black/African Americans (7% of the population of Seattle/King County), American Indian/Alaska Native (1% of the population of Seattle/King County), Native Hawaiian/Other Pacific Islander (1% of the population of Seattle/King County) have disproportionately higher rates of individuals experiencing homelessness according to the 2020 count. American Indian or Alaskan Native individuals experiencing homelessness, for example, make up just 1% of the Seattle/King County according to US census estimates, but they make up 15% of the total homeless population in 2020.

Figure 5 Individuals Experiencing Homelessness by Race, 2017-2020



Heart and Soul intends to be an active participant in the *Health Through Housing Initiative*. This initiative is a regional approach to address chronic homelessness at a countywide scale. By the end of 2022, King County will partner with local jurisdictions to create up to 1,600 emergency housing and permanent supportive housing units for people experiencing chronic homelessness. These options include former hotels, nursing homes, and other similar properties. Onsite 24/7 staffing will include:

- Case management
- Employment counseling
- Access to health and behavioral health services

Our goal is to assure the homeless and those that are housing insecure have an opportunity to have end of life care provided in a safe and secure setting. We recognize that the BIPOC homeless are a sub-set of our larger BIPOC community, so again, in an effort to be conservative in our projections, we did not make this group an incremental add-on to our volume estimates.

The LGBTQIA+ Community in general, and the BIPOC LGBTQIA+ Community in particular have unmet needs for end of life care.

While specific data is harder to secure, Heart and Soul knows from experience that the LGBTQIA+ community is underserved. The issue can be magnified for the nonwhite members of the community who often do not feel included—or necessarily even safe—within the larger LGBTQIA+ community. As in other spaces, racism is all too prevalent. People who are part of communities across the BIPOC spectrum also face increased oppression and unique challenges because of the intersection of their cultural and LGBTQIA+ identities.

Heart and Soul will have specific programs for the LGBTQ IA+ community. Heart and Soul will formally participate in the Northwest LBGT Senior Care Providers Network, which is an

informal group of providers working together to provide advocacy and quality of care for the LGBT seniors of Washington State. Its vision statement is to:

provide education and support for the LGBT senior community when navigating through the health care continuum, while ensuring that their dignity and individual choices are respected and honored.

We recognize that the BIPOC LBGTQIA+ are a sub-set of our larger BIPOC community as well and so to be conservative in our projections, we did not make this group an incremental add-on to our volume estimates.

The BIPOC Veteran Community Would Also Benefit:

Improving end-of-life care has been a goal of the Department of Veterans Affairs (VA) for a number of years, either through the Veterans Health Administration (VHA), or through care provided in the community when needed care is not available within its networks. The VA began developing specific initiatives more than 10 years ago and has greatly improved the use of hospice by the VA population. It has done this by honoring Veterans' preferences for care at the end of life and by increasing enrollment in hospice. There are many BIPOC veterans in King County, and we believe that a cohort of these will prefer the specific BIPOC veteran programming Heart and Soul will operate under.

Again, we recognize that the BIPOC Veteran's population is a sub-set of our larger BIPOC community, so did not make this group an incremental add-on to our volume estimates.

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

Numeric need for an additional agency has been identified by the CN Program's methodology and our ADC will capture a portion of that defined need. Heart and Soul Hospice is part of the BIPOC community and is committed to increasing the acceptance and utilization of hospice in our target communities. Our goal is better end of life care, and while we will serve all, our greatest contribution will be in increasing the acceptance, trust and ultimately the use of hospice in the BIPOC and other underserved communities.

Our response to earlier questions in this section demonstrates the underserved nature of the communities we will target. As such, there is no unnecessary duplication. Importantly, our proposal aligns with the 2021 SB 5052. As stated in the bill:

(1) The legislature finds that people of color, Indian, people experiencing poverty, and immigrant populations experience significant health disparities compared to the general population, including more limited access to health care and poorer health outcomes. The legislature finds that these circumstances result in higher rates of morbidity and mortality for persons of color and immigrant populations than observed in the general population.

(2) Therefore, the legislature intends to create health equity zones to address significant health disparities identified by health outcome data. The state intends to work with community leaders within the health equity zones to share information and coordinate efforts with the goal of addressing the most urgent needs. Health equity zone partners shall develop, expand, and maintain positive relationships with communities of color, Indian communities, communities experiencing poverty, and immigrant communities within the zone to develop effective and sustainable programs to address health inequity.

The law requires that the Department of Health in coordination with the Governor's Interagency Council on Health Disparities, local health jurisdictions, and accountable communities of health, share and review population health data, to identify, or allow communities to self-identify, potential health equity zones in the state and develop projects to meet the unique needs of each zone. A health equity zone means a contiguous geographic area that demonstrates measurable and documented health disparities and poor health outcomes, which may include but are not limited to high rates of maternal complications, newborn health complications, and chronic and infectious disease, is populated by communities of color, Indian communities, communities experiencing poverty, or immigrant communities, and is small enough for targeted interventions to have a significant impact on health outcomes and health disparities. Health disparities must be documented or identified by the department or the centers for disease control and prevention.

The data contained in this application demonstrates the undeserved nature of end-of-life care in King County's BIPOC community. A member of Heart and Soul has applied to participate in the identification of health equity zones, and we intend to work closely with the forming health equity zone to assure a focus on end-of-life care.

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

Heart and Soul intends to be available and accessible to residents residing throughout King County.

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

The need for an additional provider is demonstrated via WAC and the data on King County's disparities is both compelling and documented. While serving all, Heart and Soul will focus on the reduction of disparities in access to and use of hospice among certain historically underserved ethnicities, races, and other underserved populations.

Historically, to evaluate this requirement, the Department has evaluated an applicant's admission policies, willingness to serve Medicare and Medicaid patients, and to serve patients that cannot afford to pay for services. Heart and Soul will secure both Medicare and Medicaid certification and has included a charity care allowance in our pro forma that acknowledges the social determinants of the communities we intend to target.

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)**

The requested policies are included in Exhibit 4.

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.**

There is more than sufficient need to support the approval of this project.

Section 3
CERTIFICATE OF NEED REVIEW CRITERIA
FINANCIAL FEASIBILITY
(WAC 246-310-220)

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

The applicable requested information is included in Exhibit 5.

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

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

There is no management agreement, operating agreement, or a joint venture agreement. Heart and Soul does have a draft a medical director agreement, which is in process of being finalized and signed. A copy of the draft agreement is included in Exhibit 6.

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

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

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

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

Heart and Soul is a new agency. Included in Exhibit 7 is a copy of the executed lease agreement for the proposed location. The executed lease agreement commences during the CN review period and runs through 12/31/2024. There is also one two-year option period. Accordingly, Heart and Soul has a lease agreement that runs through the projection period (12/31/2026). Heart and Soul understands that our lease meets the CN Program's requirements. If the Program disagrees, we request that this be shared during screening, so that we can modify the agreement prior to review commencing.

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

The capital expenditure is provided in Table 7.

**Table 7
Proposed Capital Expenditure**

Line Item	Cost
Phone/Equipment/IT	\$15,345
Furniture (reception)	\$12,550
Vehicle	\$38,500
Total	\$66,395

Source: Applicant, includes sales tax

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

The members provided the estimated breakdown of the above.

- 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.**

Start up costs are included in Table 8 below.

**Table 8
Heart and Soul King County Hospice
Start-Up Costs**

Item	Cost
Application Fee	\$21,968
Pre-Opening Rent Expense	\$15,680
Pre-Certification Costs	\$45,000
Office Space Security Deposit	\$3,267
Attorney Retainer	\$5,000
Total	\$90,915

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.

A member of Heart and Soul estimated the startup costs identified above, based on experience in the recent opening of a hospice agency in Tennessee and Washington specific fees. Included in Exhibit 8 is a letter from member David Turner confirming his intent to fund these costs. This exhibit also includes a letter from PNC Bank confirming the availability of funds from the member.

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

We fully expect this project will reduce costs and charges for health care. Heart and Soul will provide care to all that seek our care and qualify for hospice, regardless of their race, ethnicity, sexual orientation, payer status, ability to pay or location within King County. To the extent that these populations currently use higher-cost health care services (specifically, hospitalizations) that are reduced when they are enrolled in a hospice program, overall costs for health care services will decrease

A recent report found that, at end of life, Blacks are much more likely to experience ED visits and to be hospitalized. A report published by the American Journal of Hospice and Palliative Care in August of 2019 entitled *Medicare Cost at End of Life* found that the average Medicare expenditures for patients treated in acute hospitals during the last 180 days of life, far exceeds the hospice per diem cost. Key to the estimation of potential savings from earlier hospice referral is the reimbursement rates paid by CMS. For Fiscal Year 2017 (October 2016 to September 2017), the base rate was \$190.55. For the last 7 days of life, this rate is boosted by a service intensity add-on of \$40.19. For the last 7 days of life, total reimbursement is \$230.74. Thus, savings are possible from admission to hospice within 90 days of death, based on the lower hospice reimbursement rate compared to the average cost of a patient who dies in hospital. With 25% of all Medicare beneficiaries dying in inpatient hospitals, the savings from increased hospice use could be considerable. The calculation is summarized in table 5 of that report, duplicated below.

Table 5.

Average Cost per Day for Patients Dying in Hospital Compared with Cost per Day in Hospice.

Days Prior to Death	Hospital Cost Per day	Hospice Cost Per day
1-3	\$5983	\$230.74
4-7	638	230.74
8-20	493	190.55
21-40	349	190.55
41-60	267	190.55
60-90	220	190.55
90-130	184	190.55
130-180	156	190.55

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

The capital costs for the project are solely for minor equipment. These costs are not used for any rate setting purposes.

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

Table 9 provides the requested information:

**Table 9
Estimated Sources of Revenue by Payer JEFF**

Payer	Percentage of Gross Revenue	Percentage by Patient
Medicare/Medicare Advantage	80%	80%
Medicaid	15%	15%
Commercial/VA/TriCare	1.5%	1.5%
Self-Pay/Private	2%	2%
Other	1.5%	1.5%
Total	100%	100%

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

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

This question is not applicable.

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

Equipment needs include office furnishings, minor medical equipment, communication equipment, and computers for staff. Detail on the specific equipment is included in Table 10.

**Table 10
Equipment List**

Item	Quantity
Conference Table	1
Conference Chairs	8
Employee Desk Chair	5
Employee Work Desks	4
Filing Cabinets	6
Reception Area Chair	5
Reception Area End Table	1
Reception Area Coffee Table	1
Phone Equipment - MX-SE System	1
Phone Licenses	4
Zultys 43G Gigabit Telephone	3
Vtech Conf. Rm. Phone	1
Dell Latitude 3520 Laptop	3
Dell P2219H Monitor	3
Dell WD19 Dock	3
Fortniet Fortigate 100F Firewall	1
Kyrocera TASKalfa 2552ci Printer	1

Source: Applicant

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

Heart and Soul will use member capital to fund the capital expenditure, startup costs and initial operating deficits. Included in Exhibit 8 is a letter from David Turner confirming the availability of funds as well as a letter from PNC Bank confirming the availability of funds.

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.

The capital expenditure will not be debt financed; this question is not applicable.

15. Provide the most recent audited financial statements for:

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

YBG is a new entity, and no audited financial statement exists. There is no parent entity. As noted in response to Question #13, one Member will contribute the financial resources necessary to establish and sustain the new agency until revenues exceed expenses. The fact that the legal applicant has no history was discussed during a TA with CN Program staff. We understand that Washington State welcomes new providers and that a lack of history is not an obstacle to CN approval.

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

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

Table 11 details the projected FTEs for the first three years of operation.

Table 11
Projected FTEs

Staff	Partial Year 2023	2024	2025	2026
Administrator	1.00	1.00	1.00	1.00
Community Education Representative	1.00	1.00	2.00	2.00
Patient Care Manager	1.00	1.00	1.00	1.00
Skilled Nurse (RN)	1.40	1.99	2.60	3.25
On Call Nurse	1.00	1.00	1.04	1.30
Hospice Aide	2.18	3.09	4.05	5.05
Social Worker	1.00	1.11	1.46	1.82
Chaplain	1.00	1.00	1.50	1.50
Admission/Triage Nurse	1.00	1.00	1.00	1.00
Office Manager	1.00	1.00	1.00	1.00
PCS/Medical Records	1.00	1.00	1.00	1.00
Intake Coordinator	1.00	1.00	1.00	1.00
Volunteer Coordinator	1.00	1.00	1.25	1.25
Total	14.58	16.19	19.90	22.17

Source: Applicant

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

This project does not propose the expansion of an existing agency.

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

Heart and Soul staffing ratios are included in Table 12 below. The number and types of projected FTEs was based on the ratio of staff to patients in Heart and Soul’s member’s other hospice agency operations.

**Table 12
Proposed Staff to Patient ADC Ratio**

Type of Staff	FTE/Patient
Skilled Nursing (RN)	1:14
Medical Social Worker	1:25
Hospice Aide	1:9
Chaplain	1:30
Volunteer Coordinator	1:35

Source: Applicant

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

While Heart and Soul’s proposed staffing is based on its member’s historical operating experience, a review National Hospice and Palliative Care Organization (NHPCO) data demonstrates that they are largely consistent with the ratios and standards for community hospice agencies.

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.

Heart and Soul’s is in the process of finalizing an agreement with a Medical Director. That agreement will be in place in January. In the interim, we have submitted a draft medical director agreement. It is included in Exhibit 6.

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

Medical Director Services will be contracted. A copy of the draft agreement is included as Exhibit 6.

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

This application proposes a new hospice agency. Key staff have not yet been recruited. Heart and Soul anticipates that it will begin recruiting staff following CN approval and will have key staff in place by March 2023. We would be glad to have our CN conditioned such that we provide this information prior to opening.

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

Heart and Soul is not an existing agency. This question is not applicable.

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

Heart and Soul's general recruitment and retention polices are included in Exhibit 4.

Additionally, the 2021 King County CHNA referenced in the *Need* section of this application states that minorities, especially immigrants, people of color, residents with limited English proficiency, and those seeking gender-affirming care, regularly report finding culturally competent providers who demonstrate cultural awareness and respect is a challenge and barrier to care. It further states that in order to effectively and appropriately serve diverse communities, it is also important to have translated materials, as well as interpretation services, available to community members.

Heart and Soul agrees with the CHNA finding and recommendations. We have access to qualified staff, from the communities we will target, that will assure the provision of culturally competent and culturally aware services.

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

Heart and Soul's business hours will be Monday through Friday from 8:00 a.m. to 5:00 p.m., though a Hospice RN will be available 24 hours a day/7 days per week. This person will be accessible through a central phone line and will have access to the patient record. Response time is programmed to be 30 minutes or less. will assist family with any concerns and help manage the patient's symptoms and facilitate any needed additional care.

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

Heart and Soul is not an existing agency.

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

Heart and Soul is not an existing agency. Therefore, this question is not applicable.

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

Heart and Soul is not an existing agency, so there are no existing ancillary or support agreements.

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

Heart and Soul will provide many of the services directly. We anticipate providing the following via a vendor or informal relationships:

- Inpatient Care
- PT/OT/ST/RT/IV therapy
- X-Ray
- Pharmacy
- Durable Medical Equipment
- Medical Supplies
- Laboratory
- Dietary/Nutritionist
- Ambulance
- Biowaste removal
- Specialty therapies
- Short-term respite
- Nurse Practitioner
- Freelance Interpreters

We will finalize vendor selection/informal relationships after CN approval.

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

Heart and Soul is not an existing agency. This question is not applicable.

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

Heart and Soul is not an existing agency. This question is not applicable.

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

Heart and Soul proposes to work closely with local physicians, hospitals, long-term care (assisted living, adult family homes and nursing homes), other providers, and most importantly directly with the BIPOC community and the churches and organizations it trusts.

Providers that Heart and Soul intends to develop/expand working relationships with include:

- King County Area Agency on Aging.
- Home Care Association of Washington and the National Association for Home Care
- DSHS, Aging and Disability Services
- Home Health and home care agencies
- Nursing Homes, Assisted Living and Adult Family Homes
- VA
- HMOs and other payers
- Washington State and King County Veteran's Programs.
- King County Health Department
- Senior Centers
- King County Homeless Agencies

In addition, because we will have a specific focus on building trust with and providing care to the underserved populations in the County, we will seek to partner with existing community resources serving these populations including but not limited to a variety of social, community organizations and places of worship, such as:

- The local Chapter of the NAACP
- Urban League,
- Black Collective,
- BIPOC Churches and Community Centers.
- Tribal leadership, and tribal health care.
- Northwest LGBT Senior Care Providers Network
- The Health Through Housing Initiative
- Mary Mahoney Professional Nurses Organization (only Black nurses' organization in King County).
- BIPOC Health Boards (e.g. the Somali Health Board of Washington State, the African American Health Board of Washington State)
- Washington State Commission on African American Affairs
- Washington State Office of Equity
- Black-owned healthcare facilities in King County (Renew Physical Therapy, Othello Station Pharmacy, Nurture Well Center-primary care clinic)

Heart and Soul will develop transfer agreements with local hospitals and nursing homes. Informal cooperative agreements but not formal written agreements, are also planned with ambulance, the Fire Department and the Coroner's office.

- 18. Identify whether any facility or practitioner associated with this application has a history of the actions listed below. If so, provide evidence that the proposed or existing facility can and will be operated in a manner that ensures safe and adequate care to the public and conforms to applicable federal and state requirements. [WAC 246-310-230\(3\) and \(5\)](#)**
- a. A criminal conviction which is 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**
 - a. A revocation of a license to practice a health profession; or**
 - b. Decertification as a provider of services in the Medicare or Medicaid program because of failure to comply with applicable federal conditions of participation.**

Neither Heart and Soul, its members nor the individuals we are discussing medical directorship with have any history with respect to the items noted in Q18.

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

Hospice is the “gold standard” for quality and continuity at the end of life, and our goal is to increase usage in the BIPOC community. There is a need for an additional provider demonstrated via WAC and the data on King County disparities is documented in detail above. While serving all, Heart and Soul will focus on the reduction of disparities in access to and use of hospice among certain historically underserved ethnicities and races. We will do so by outreach, building trust, developing culturally appropriate services and by assuring our staff is trained and respectful of culture, values, and beliefs.

Published data including a recent 2020 article in the Journal of the American Medical Association (JAMA) found that, despite the increase in the use of hospice care in recent decades, racial disparities in the use of hospice remain, especially for noncancer deaths. It found that Blacks were significantly less likely to use hospice and more likely to have multiple emergency department visits and hospitalizations and undergo intensive treatment in the last 6 months of life compared with White individuals regardless of cause of death. Some of this is attributed to the BIPOC culture which is leery agreeing to do not resuscitate orders and often wants to continue treatment, even though enrolled in hospice. Heart and Soul is intending to meet the community “where it is at” and will, in most circumstances, accept patients into hospice without a DNR.

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

Heart and Soul will engage the existing health and social services systems in King County to ensure to ensure patients' comprehensive medical, social, and spiritual needs are met. We intend to adopt the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care⁸. These standards are intended to advance health equity, improve quality, and help eliminate health care disparities by establishing a blueprint for health and health care organizations to:

Principal Standard:

1. Provide effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs.

Governance, Leadership, and Workforce:

2. Advance and sustain organizational governance and leadership that promotes CLAS and health equity through policy, practices, and allocated resources.
3. Recruit, promote, and support a culturally and linguistically diverse governance, leadership, and workforce that are responsive to the population in the service area.
4. Educate and train governance, leadership, and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis.

Communication and Language Assistance:

5. Offer language assistance to individuals who have limited English proficiency and/or other communication needs, at no cost to them, to facilitate timely access to all health care and services.
6. Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally and in writing.
7. Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided.
8. Provide easy-to-understand print and multimedia materials and signage in the languages commonly used by the populations in the service area.

⁸ U.S. Department of Health and Human Services, Office of Minority Health, Think Culture Health, <https://www.thinkculturalhealth.hhs.gov/>

Engagement, Continuous Improvement, and Accountability:

9. Establish culturally and linguistically appropriate goals, policies, and management accountability, and infuse them throughout the organization's planning and operations.
10. Conduct ongoing assessments of the organization's CLAS-related activities and integrate CLAS-related measures into measurement and continuous quality improvement activities.
11. Collect and maintain accurate and reliable demographic data to monitor and evaluate the impact of CLAS on health equity and outcomes and to inform service delivery.
12. Conduct regular assessments of community health assets and needs and use the results to plan and implement services that respond to the cultural and linguistic diversity of populations in the service area.
13. Partner with the community to design, implement, and evaluate policies, practices, and services to ensure cultural and linguistic appropriateness.
14. Create conflict and grievance resolution processes that are culturally and linguistically appropriate to identify, prevent, and resolve conflicts or complaints.
15. Communicate the organization's progress in implementing and sustaining CLAS to all stakeholders, constituents, and the general public.

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

Neither of the agencies operated by Heart and Soul's managing member have any consistent pattern of condition level negative findings.

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

This question is not applicable.

Section 3

CERTIFICATE OF NEED REVIEW CRITERIA

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

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

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

Heart and Soul considered the following options:

- Do nothing now, and wait until there is no numeric need so that the Department will give consideration under WAC 246-310-590 (12)
- Establish a licensed only agency, and
- Undertake the project described in this application.

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

Do nothing now and wait until there is no numeric need in King County so as to allow consideration under WAC 246-310-590 (12)

Taking no action now was quickly disregarded based on a number of factors, including:

- 1) There is numeric need for two additional agencies identified in the need methodology;
- 2) The CMS-data demonstrated decline in the already very low use of hospice by the BIPOC community between 2019 and 2020;
- 3) Information provided when we met with existing entities regarding the hesitation of serving individuals that want to continue treatment and/or refuse a do not resuscitate order, the lack of cultural variations in attitudes towards death and dying and the lack of culturally appropriate sources of information. These are common requests of the BIPOC community prior to enrolling in hospice; and
- 4) Communication with several National and State legal governmental organizations regarding the need to reduce inequities in health care through local, BIPOC

governance and by increasing outreach/community engagement/trust-building through persons know and trusted.

The BIPOC community has a long history of mistrust of the healthcare delivery system.

The Licensed Only Agency option was rejected because Licensed only agencies are not able to bill for Medicare and Medicaid services. Without the revenue from these programs, we would be unable to sustain services.

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

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

This project does not involve construction, so this question is not applicable.

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

Hospice care has been demonstrated to be a cost-effective service. Patients that choose to enroll in hospice forego curative treatment and opt for comfort care and symptom management, which are significantly lower cost options that produce better care for patients. A study published in the March 2013 *Health Affairs* found that hospice enrollment saves money for Medicare and improves care quality for Medicare beneficiaries. Researchers at the Department of Geriatrics and Palliative Medicine at the Icahn School of Medicine at Mt. Sinai looked at the most common hospice enrollment periods: 1 to 7 days, 8 to 14 days, 15 to 30 days, and 53 to 105 days. Within all enrollment periods studied, hospice patients had significantly lower rates of hospital and intensive care use, hospital readmissions, and in-hospital death when compared to the matched non-hospice patients. The study found savings to Medicare for both cancer patients and non-cancer patients. It also found that savings grow as the period of hospice enrollment lengthens.

In terms of staffing, hospice fosters efficiency by allocating scarce RN and other resources to those most in need. For example, instead of a patient requiring a 1:1 ratio in the ICU, the patient is at home with nursing resources to provide comfort care.

Importantly, and specific to the need for Heart and Soul's specific focus on underserved populations, the data demonstrates that despite the increase in the use of hospice care in recent decades, racial disparities in the use of hospice remain. A 2020 JAMA article found that Black decedents were less likely than White decedents to use hospice for 3 or more

and were more likely to have multiple emergency department visits and undergo intensive treatment in the last 6 months of life compared with White decedents.

The National Hospice and Palliative Care Organization has also recognized the disparity in hospice use among Black patients and has released a Black and African-American Outreach Guide to help hospices “develop business strategies, contribute to health equity, and build health outreach programs that represent organizational excellence, quality care delivery and social responsibility consistent with Heart and Soul’s approach to service delivery.

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 and Soul does not know if two or more applications will be submitted. When that information is available, we will do a formal superiority analysis. Regardless, we are confident that we will compare favorably against any other applicant.

Multiple Applications in One Year

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

- 1. Is the applicant (defined under WAC 246-310-010(6)) submitting any other hospice applications under either of this year’s concurrent review cycles? This could include the same parent corporation or group of individuals submitting under separate LLCs under their common ownership.**

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

Heart and Soul is not submitting any other applications in either of this year’s concurrent review cycles.

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

This question is not applicable.

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

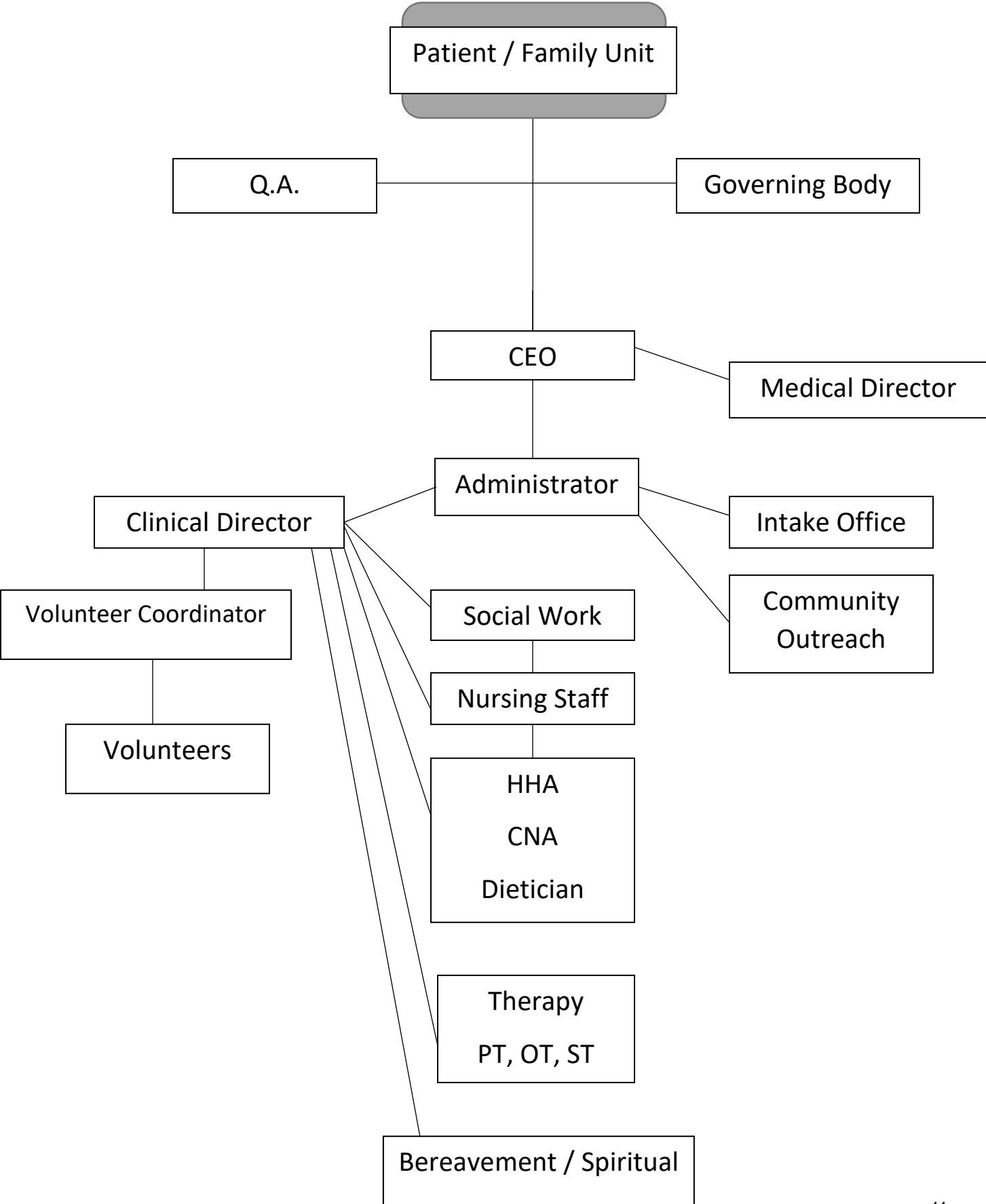
This question is not applicable.

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

This question is not applicable.

Exhibit 1
Organizational Chart

Heart and Soul Hospice
Organizational Chart



Heart and Soul Hospice
Organizational Chart

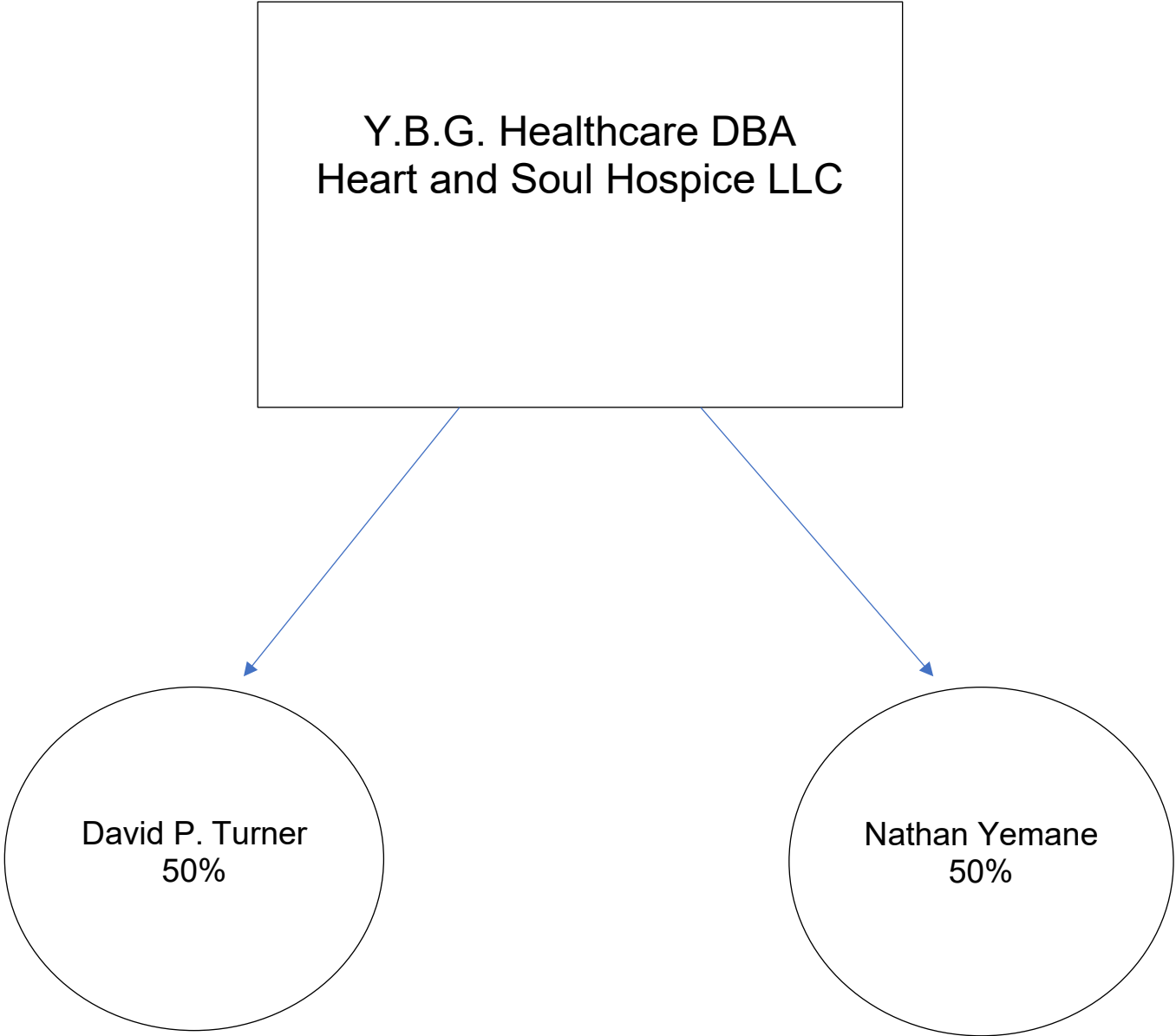


Exhibit 2
Letter of Intent

November 24, 2021

RECEIVED

By CERTIFICATE OF NEED PROGRAM at 4:03 pm, Nov 24, 2021

Eric Hernandez, Program Manager
Certificate of Need Program
Department of Health
111 Israel Road Southeast
Tumwater, WA 98501
Via email: eric.hernandez@doh.wa.gov; FSLCON@DOH.WA.GOV

LOI21-11YBGHK

Dear Mr. Hernandez:

This letter serves as Y.B.G. Healthcare's (DBA Heart and Soul Hospice) letter of intent to establish a Medicare certified/Medicaid eligible hospice agency. In conformance with the requirements of WAC 246-310-080, the following information is provided:

1. A Description of the Extent of Services Proposed:

Y.B.G. Healthcare proposes to establish a Medicare certified/Medicaid eligible hospice agency in King County.

2. Estimated Cost of the Proposed Project:

The capital required to establish the agency is estimated to be \$73,125.

3. Description of the Service Area:

The primary service area for the hospice agency will be King County.

Please contact me at 206-659-9998 with any questions.

Sincerely,

Nathan Yemane, MSW, LICSW
(he/him)
Managing Director
Y.B.G. Healthcare

Exhibit 3
DOH Methodology

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



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

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

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

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

Hospice admissions ages 0-64	
Year	Admissions
2018	4,114
2019	3,699
2020	3,679
average: 3,831	

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

Use Rates	
0-64	25.67%
65+	60.15%

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

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

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WAC246-310-290(8)(b) Step 2:

Calculate the average number of total resident deaths over the last three years for each planning area by age cohort.

0-64				
County	2018	2019	2020	2018-2020 Average Deaths
Adams	28	35	20	28
Asotin	52	54	56	54
Benton	331	346	555	411
Chelan	130	137	224	164
Clallam	191	186	195	191
Clark	874	887	1,043	935
Columbia	6	7	7	7
Cowlitz	300	294	314	303
Douglas	51	63	42	52
Ferry	28	20	19	22
Franklin	145	123	100	123
Garfield	5	5	5	5
Grant	195	197	186	193
Grays Harbor	227	251	209	229
Island	135	167	110	137
Jefferson	64	72	68	68
King	3,264	3,275	4,456	3,665
Kitsap	515	557	454	509
Kittitas	68	90	78	79
Klickitat	58	46	42	49
Lewis	227	210	205	214
Lincoln	25	25	15	22
Mason	158	167	143	156
Okanogan	103	119	88	103
Pacific	64	66	55	62
Pend Oreille	43	31	41	38
Pierce	1,964	1,911	2,364	2,080
San Juan	19	20	18	19
Skagit	231	229	269	243
Skamania	27	19	26	24
Snohomish	1,533	1,533	1,587	1,551
Spokane	1,177	1,143	1,634	1,318
Stevens	113	112	86	104
Thurston	554	525	628	569
Wahkiakum	13	11	10	11
Walla Walla	110	118	150	126
Whatcom	360	394	457	404
Whitman	66	47	51	55
Yakima	601	555	653	603

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

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WAC246-310-290(8)(c) Step 3.

Multiply each hospice use rate determined in Step 1 by the planning areas' average total resident deaths determined in Step 2, separated by age cohort.

0-64		
County	2018-2020 Average Deaths	Projected Patients: 25.67% of Deaths
Adams	28	7
Asotin	54	14
Benton	411	105
Chelan	164	42
Clallam	191	49
Clark	935	240
Columbia	7	2
Cowlitz	303	78
Douglas	52	13
Ferry	22	6
Franklin	123	31
Garfield	5	1
Grant	193	49
Grays Harbor	229	59
Island	137	35
Jefferson	68	17
King	3,665	941
Kitsap	509	131
Kittitas	79	20
Klickitat	49	12
Lewis	214	55
Lincoln	22	6
Mason	156	40
Okanogan	103	27
Pacific	62	16
Pend Oreille	38	10
Pierce	2,080	534
San Juan	19	5
Skagit	243	62
Skamania	24	6
Snohomish	1,551	398
Spokane	1,318	338
Stevens	104	27
Thurston	569	146
Wahkiakum	11	3
Walla Walla	126	32
Whatcom	404	104
Whitman	55	14
Yakima	603	155

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

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WAC246-310-290(8)(d) Step 4:

Using the projected patients calculated in Step 3, calculate a use rate by dividing projected patients by the three-year historical average population by county. Use this rate

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

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

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WAC246-310-290(8)(d) Step 4:

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

65+								
County	Projected Patients	2018-2020 Average Population	2021 projected population	2022 projected population	2023 projected population	2021 potential volume	2022 potential volume	2023 potential volume
Adams	45	2,227	2,383	2,424	2,466	48	49	50
Asotin	125	5,812	6,175	6,344	6,514	132	136	140
Benton	762	30,986	33,373	34,597	35,820	821	851	881
Chelan	398	15,876	17,052	17,695	18,339	427	443	460
Ciallam	522	21,800	22,901	23,535	24,168	548	563	579
Clark	1,796	78,605	85,686	89,247	92,807	1,958	2,039	2,121
Columbia	28	1,236	1,287	1,304	1,322	29	29	30
Cowlitz	553	22,148	23,719	24,470	25,220	592	611	630
Douglas	137	7,976	8,666	8,974	9,283	149	155	160
Ferry	35	2,168	2,289	2,337	2,386	37	38	39
Franklin	171	9,188	10,083	10,557	11,030	188	197	206
Garfield	12	645	669	680	692	13	13	13
Grant	298	14,861	16,071	16,665	17,258	322	334	346
Grays Harbor	374	16,123	17,133	17,612	18,092	397	408	419
Island	365	20,239	21,412	22,047	22,682	386	398	409
Jefferson	190	11,588	12,323	12,722	13,121	202	208	215
King	6,279	310,572	337,771	350,881	363,992	6,829	7,094	7,359
Kitsap	1,050	53,833	58,185	60,492	62,800	1,135	1,180	1,225
Kittitas	150	7,647	8,266	8,589	8,911	162	168	174
Klickitat	86	5,829	6,268	6,448	6,627	93	96	98
Lewis	422	16,808	17,697	18,175	18,652	444	456	468
Lincoln	52	2,891	3,039	3,119	3,200	54	56	57
Mason	297	15,905	17,167	17,836	18,504	321	333	346
Okanogan	194	10,475	11,210	11,519	11,827	207	213	219
Pacific	145	6,747	7,035	7,159	7,284	151	153	156
Pend Oreille	71	3,925	4,239	4,371	4,504	77	80	82
Pierce	3,115	130,688	142,422	148,729	155,037	3,395	3,545	3,695
San Juan	67	5,768	6,174	6,357	6,541	72	74	76
Skagit	619	27,881	30,314	31,460	32,607	673	698	724
Skamania	38	2,670	2,923	3,048	3,172	42	43	45
Snohomish	2,489	119,333	131,978	138,737	145,495	2,753	2,894	3,035
Spokane	2,290	87,852	94,670	97,979	101,288	2,468	2,554	2,641
Stevens	194	11,360	12,214	12,591	12,969	208	215	221
Thurston	1,150	50,757	54,900	56,967	59,035	1,244	1,291	1,338
Wahkiakum	21	1,503	1,580	1,595	1,611	22	22	22
Walla Walla	284	11,006	11,350	11,632	11,915	293	300	308
Whatcom	841	40,902	44,217	45,794	47,372	909	941	974
Whitman	129	5,526	6,008	6,201	6,395	140	145	149
Yakima	931	37,530	39,475	40,559	41,643	979	1,006	1,033

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WAC246-310-290(8)(e) Step 5:

Combine the two age cohorts. Subtract the average of the most recent three years hospice capacity in each planning area from the projected volumes calculated in Step 4 to determine the number of projected admissions beyond the planning area capacity.

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

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

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WAC246-310-290(8)(f) Step 6:

Multiply the unmet need from Step 5 by the statewide average length of stay as determined by CMS to determine unmet need patient days in the projection years.

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

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

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

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

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

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

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

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

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

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

Department of Health
2021-2022 Hospice Numeric Need Methodology
Admissions - Summarized



0-64 Total Admissions by County

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

65+ Total Admissions by County

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

Total Admissions by County - Not Adjusted for New

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

Total Admissions by County - Adjusted for New

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

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

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

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Admissions - Summarized



Recent approvals showing default volumes:

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

Department of Health
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 Survey Responses



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

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

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

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Agency Name	License Number	County	Year	0-64	65+
Klickitat Valley Hospice	IHS.FS.00000361	Klickitat	2019	1	44
Kline Galland Community Based Services	IHS.FS.60103742	King	2019	35	345
Memorial Home Care Services	IHS.FS.00000376	Yakima	2019	148	730
MultiCare Hospice	IHS.FS.60639376	King	2019	27	149
MultiCare Hospice	IHS.FS.60639376	Pierce	2019	167	758
MultiCare Hospice	IHS.FS.60639376	Kitsap	2019	37	194
Northwest Healthcare Alliance, Inc. d/b/a Assured Home Health & Hospice	IHS.FS.00000229	Clallam	2019	23	234
Northwest Healthcare Alliance, Inc. d/b/a Assured Home Health & Hospice	IHS.FS.00000229	Jefferson	2019	0	9
Northwest Healthcare Alliance, Inc. d/b/a Assured Home Health & Hospice	IHS.FS.00000229	Lewis	2019	17	244
Northwest Healthcare Alliance, Inc. d/b/a Assured Home Health & Hospice	IHS.FS.00000229	Mason	2019	6	45
Northwest Healthcare Alliance, Inc. d/b/a Assured Home Health & Hospice	IHS.FS.00000229	Thurston	2019	22	240
Olympic Medical Hospice	IHS.FS.00000393	Clallam	2019	0	0
PeaceHealth Hospice	IHS.FS.60331226	Clark	2019	184	1217
PeaceHealth Hospice	IHS.FS.60331226	Cowlitz	2019	23	99
PeaceHealth Hospice	IHS.FS.60331226	Skamania	2019	0	1
PeaceHealth Whatcom	IHS.FS.00000471	Whatcom	2019	138	995
Providence Hospice	IHS.FS.60201476	Klickitat	2019	9	22
Providence Hospice	IHS.FS.60201476	Skamania	2019	1	15
Providence Hospice	IHS.FS.60201476	Clark	2019	0	0
Providence Hospice and Home Care of Snohomish County	IHS.FS.00000418	Snohomish	2019	272	1613
Providence Hospice and Home Care of Snohomish County	IHS.FS.00000418	Island	2019	1	29
Providence Hospice of Seattle	IHS.FS.00000336	King	2019	338	2083
Providence Hospice of Seattle	IHS.FS.00000336	Snohomish	2019	5	10
Providence Sound HomeCare and Hospice	IHS.FS.00000420	Thurston	2019	91	685
Providence Sound HomeCare and Hospice	IHS.FS.00000420	Mason	2019	28	148
Providence Sound HomeCare and Hospice	IHS.FS.00000420	Lewis	2019	33	118
Puget Sound Hospice	IHS.FS.61032138	Thurston	2019	0	0
Walla Walla Community Hospice	IHS.FS.60480441	Walla Walla	2019	41	242
Walla Walla Community Hospice	IHS.FS.60480441	Columbia	2019	3	25
Washington HomeCare and Hospice of Central Basin, LLC d/b/a Assured Hospice	IHS.FS.60092413	Adams	2019	8	54
Washington HomeCare and Hospice of Central Basin, LLC d/b/a Assured Hospice	IHS.FS.60092413	Grant	2019	41	228
Washington HomeCare and Hospice of Central Basin, LLC d/b/a Assured Hospice	IHS.FS.60092413	Lincoln	2019	3	22
Wesley Homes	IHS.FS.60276500	King	2019	5	86
WhidbeyHealth Home Health, Hospice	IHS.FS.00000323	Island	2019	27	245
Yakima HMA Home Health, LLC	IHS.FS.60097245	Yakima	2019	6	88
Alpha Hospice	IHS.FS.61032013	Snohomish	2020	1	30
Alpowa Healthcare, Inc. d/b/a Elite Home Health & Hospice	IHS.FS.60384078	Asotin	2020	24	84
Alpowa Healthcare, Inc. d/b/a Elite Home Health & Hospice	IHS.FS.60384078	Garfield	2020	3	7
Astria Hospice	IHS.FS.60097245	Yakima	2020	0	56
Central Washington Home Care Service	IHS.FS.00000250	Chelan	2020	32	421
Central Washington Home Care Service	IHS.FS.00000250	Douglas	2020	13	159
Chaplaincy Health Care	IHS.FS.00000456	Benton	2020	118	821
Chaplaincy Health Care	IHS.FS.00000456	Franklin	2020	30	192
Community Home Health/Hospice	IHS.FS.00000262	Cowlitz	2020	78	616
Community Home Health/Hospice	IHS.FS.00000262	Pacific	2020	1	3
Community Home Health/Hospice	IHS.FS.00000262	Wahkiakum	2020	3	11
Community Home Health/Hospice	IHS.FS.60547198	Clark	2020	61	430
Continuum Care of King LLC	IHS.FS.61058934	King	2020	0	0
Continuum Care of Snohomish	IHS.FS.61010090	King	2020	2	40
Continuum Care of Snohomish	IHS.FS.61010090	Snohomish	2020	12	131
Eden Hospice at Whatcom County, LLC	IHS.FS.61117985	Whatcom	2020	0	0
Envision Hospice of Washington LLC	IHS.FS.60952486	King	2020	1	76
Envision Hospice of Washington LLC	IHS.FS.60952486	Kitsap	2020	0	0
Envision Hospice of Washington LLC	IHS.FS.60952486	Pierce	2020	1	20
Envision Hospice of Washington LLC	IHS.FS.60952486	Thurston	2020	1	24
Envision Hospice of Washington LLC	IHS.FS.60952486	Snohomish	2020	0	0
EvergreenHealth	IHS.FS.00000278	King	2020	316	2451
EvergreenHealth	IHS.FS.00000278	Snohomish	2020	70	672
EvergreenHealth	IHS.FS.00000278	Island	2020	0	6
Frontier Home Health & Hospice	IHS.FS.60379608	Douglas	2020	4	11
Frontier Home Health & Hospice	IHS.FS.60379608	Grant	2020	0	3
Frontier Home Health & Hospice	IHS.FS.60379608	Okanogan	2020	30	167
Harbors Home Health and Hospice	IHS.FS.00000306	Grays Harbor	2020	27	186
Harbors Home Health and Hospice	IHS.FS.00000306	Pacific	2020	11	66
HEART OF HOSPICE	IHS.FS.60741443	Clark	2020	0	3
HEART OF HOSPICE	IHS.FS.60741443	Klickitat	2020	2	21
HEART OF HOSPICE	IHS.FS.60741443	Skamania	2020	2	18
HEART OF HOSPICE	IHS.FS.60741443	Snohomish	2020	0	0

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Agency Name	License Number	County	Year	0-64	65+
Heartlinks	IHS.FS.00000369	Benton	2020	14	152
Heartlinks	IHS.FS.00000369	Yakima	2020	20	181
Heartlinks	IHS.FS.00000369	Franklin	2020	4	2
Horizon Hospice & Palliative Care	IHS.FS.00000332	Spokane	2020	28	456
Hospice of Jefferson County	IHS.FS.00000349	Jefferson	2020	17	178
Hospice of Spokane	IHS.FS.00000337	Spokane	2020	302	1895
Hospice of Spokane	IHS.FS.00000337	Stevens	2020	21	128
Hospice of Spokane	IHS.FS.00000337	Ferry	2020	3	28
Hospice of Spokane	IHS.FS.00000337	Pend Oreille	2020	17	49
Hospice of Spokane	IHS.FS.00000337	Lincoln	2020	0	0
Hospice of Spokane	IHS.FS.00000337	Whitman	2020	0	1
Hospice of Spokane	IHS.FS.00000337	Okanogan	2020	1	0
Kaiser Permanente Continuing Care Services	IHS.FS.00000353	Clark	2020	42	433
Kaiser Permanente Home Health & Hospice	IHS.FS.00000305	King	2020	49	446
Kaiser Permanente Home Health & Hospice	IHS.FS.00000305	Kitsap	2020	13	114
Kaiser Permanente Home Health & Hospice	IHS.FS.00000305	Pierce	2020	30	181
Kaiser Permanente Home Health & Hospice	IHS.FS.00000305	Snohomish	2020	3	84
Kindred Hospice	IHS.FS.60308060	Spokane	2020	32	297
Kindred Hospice	IHS.FS.60308060	Whitman	2020	12	127
Kindred Hospice	IHS.FS.60330209	King	2020	9	200
Kittitas Valley Home Health and Hospice	IHS.FS.00000320	Kittitas	2020	12	157
Klickitat Valley Health Home Health & Hospice	IHS.FS.00000361	Klickitat	2020	4	38
Kline Galland Hospice	IHS.FS.60103742	King	2020	83	896
Memorial Home Care Services	IHS.FS.00000376	Yakima	2020	175	953
Multicare Home Health, Hospice	IHS.FS.60639376	Pierce	2020	161	866
Multicare Home Health, Hospice	IHS.FS.60639376	King	2020	36	137
Multicare Home Health, Hospice	IHS.FS.60639376	Kitsap	2020	12	126
Northwest Healthcare Alliance, Inc. d/b/a Assured Home Health & Hospice	IHS.FS.00000229	Clallam	2020	24	283
Northwest Healthcare Alliance, Inc. d/b/a Assured Home Health & Hospice	IHS.FS.00000229	Jefferson	2020	0	16
Northwest Healthcare Alliance, Inc. d/b/a Assured Home Health & Hospice	IHS.FS.00000229	Lewis	2020	15	226
Northwest Healthcare Alliance, Inc. d/b/a Assured Home Health & Hospice	IHS.FS.00000229	Mason	2020	8	70
Northwest Healthcare Alliance, Inc. d/b/a Assured Home Health & Hospice	IHS.FS.00000229	Pierce	2020	0	1
Northwest Healthcare Alliance, Inc. d/b/a Assured Home Health & Hospice	IHS.FS.00000229	Thurston	2020	22	268
Olympic Medical Hospice	IHS.FS.00000393	Clallam	2020	0	0
PeaceHealth Hospice Southwest	IHS.FS.60331226	Clark	2020	194	1372
PeaceHealth Hospice Southwest	IHS.FS.60331226	Cowlitz	2020	16	91
PeaceHealth Hospice Southwest	IHS.FS.60331226	Skamania	2020	0	3
Providence Hospice	IHS.FS.60201476	Klickitat	2020	6	28
Providence Hospice	IHS.FS.60201476	Skamania	2020	1	16
Providence Hospice	IHS.FS.60201476	Clark	2020	0	0
Providence Hospice and Home Care of Snohomish County	IHS.FS.00000418	Snohomish	2020	267	1645
Providence Hospice and Home Care of Snohomish County	IHS.FS.00000418	Island	2020	5	36
Providence Hospice of Seattle	IHS.FS.00000336	King	2020	338	2059
Providence Hospice of Seattle	IHS.FS.00000336	Snohomish	2020	0	0
Providence Sound HomeCare and Hospice	IHS.FS.00000420	Thurston	2020	106	772
Providence Sound HomeCare and Hospice	IHS.FS.00000420	Mason	2020	35	193
Providence Sound HomeCare and Hospice	IHS.FS.00000420	Lewis	2020	32	175
Puget Sound Hospice	IHS.FS.61032138	Thurston	2020	0	6
Skagit Hospice Services dba Hospice of the Northwest	IHS.FS.00000437	Island	2020	20	81
Skagit Hospice Services dba Hospice of the Northwest	IHS.FS.00000437	San Juan	2020	8	89
Skagit Hospice Services dba Hospice of the Northwest	IHS.FS.00000437	Skagit	2020	70	607
Skagit Hospice Services dba Hospice of the Northwest	IHS.FS.00000437	Snohomish	2020	8	74
Virginia Mason Franciscan Hospice & Palliative Care	IHS.FS.00000287	King	2020	52	716
Virginia Mason Franciscan Hospice & Palliative Care	IHS.FS.00000287	Pierce	2020	232	1630
Virginia Mason Franciscan Hospice & Palliative Care	IHS.FS.00000287	Kitsap	2020	71	681
Walla Walla Community Hospice	IHS.FS.60480441	Walla Walla	2020	41	242
Walla Walla Community Hospice	IHS.FS.60480441	Columbia	2020	3	50
Washington HomeCare and Hospice of Central Basin, LLC d/b/a Assured Hospice	IHS.FS.60092413	Adams	2020	4	48
Washington HomeCare and Hospice of Central Basin, LLC d/b/a Assured Hospice	IHS.FS.60092413	Grant	2020	40	251
Washington HomeCare and Hospice of Central Basin, LLC d/b/a Assured Hospice	IHS.FS.60092413	Lincoln	2020	5	21
Wesley Homes Hospice, LLC	IHS.FS.60276500	King	2020	3	110
Wesley Homes Hospice, LLC	IHS.FS.60276500	Pierce	2020	1	16

Department of Health
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Preliminary Death Data Updated October 12, 2021



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

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0-64 Population Projection



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

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

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



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

Exhibit 4
Heart and Soul Policies and Procedures

DRAFT ADMISSION CRITERIA AND PROCESS

Policy No. 1-009

PURPOSE

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

POLICY

Heart and Soul Hospice will admit any patient with a life-limiting illness that meets the admission criteria.

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

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

While patients are accepted for services based on their hospice care needs, the patient's ability to pay for such services, whether through state or federal assistance programs, private insurance, or personal assets is a factor that will be considered.

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

Heart and Soul Hospice reserves the right not to accept any patient who does not meet the admission criteria.

A patient will be referred to other resources if Heart and Soul Hospice cannot meet his/her needs.

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

Admission Criteria

1. The patient must be under the care of a physician. The patient's physician (or other authorized independent practitioner) must order and approve the provision of hospice care, be willing to sign or have a representative who is willing to sign the death certificate, and be willing to discuss the patient's resuscitation status with the patient and family/caregiver.
2. The patient must identify a family member/caregiver or legal representative who agrees to be a primary support care person if and when needed. Persons without such an identified

individual and who are independent in their activities of daily living (ADLs) will require a specific plan to be developed at time of admission with the social worker.

3. The patient must have a life-limiting illness with a life expectancy of six (6) months or less, as determined by the attending physician and hospice Medical Director, utilizing standard clinical prognosis criteria developed by LCD.
4. The patient must desire hospice services, and be aware of the diagnosis and prognosis.
5. The focus of care desired must be palliative versus curative.
6. The patient and family/caregiver desire hospice care, agree to participate in the plan of care, and sign the consent form for hospice care.
7. The patient and family/caregiver agree that patient care will be provided primarily in the patient's residence, which could be his/her private home, a family member's home, a skilled nursing facility, or other living arrangements.
8. The physical facilities and equipment in the patient's home must be adequate for safe and effective care.
9. The patient must reside within the geographical area that the Heart and Soul Hospice services.
10. Eligibility for participation will not be based on the patient's race, color, religion, age, gender, sexual orientation, disability (mental or physical), communicable disease, place of national origin, or ability to pay.
11. If applicable, the patient must meet the eligibility criteria for Medicare, Medicaid, or private insurance hospice benefit reimbursement.
12. Eligibility criteria will be continually reviewed on an ongoing basis by the interdisciplinary team to assure appropriateness of hospice care.

PROCEDURE

1. The organization will utilize referral information provided by family/caregiver, health care clinicians from acute care facilities, skilled or intermediate nursing facilities, other agencies, and physician offices in the determination of eligibility for admission to the program. If the request for service is not made by the patient's physician, he/she will be consulted prior to the evaluation visit/initiation of services.
2. The Clinical Supervisor will assign hospice personnel to conduct initial assessments of eligibility for services within the time frame requested by the referral source, or based on the information regarding the patient's condition or as ordered by the physician (or other authorized independent practitioner).
3. Assignment of appropriate hospice personnel to conduct the initial assessments of patient's eligibility for admission will be based on:
 - A. Patient's geographical location

- B. Complexity of patient's hospice care needs/level of care required
 - C. Hospice personnel's education and experience
 - D. Hospice personnel's special training and/or competence to meet patient's needs
 - E. Urgency of identified need for assessment
4. In the event that the time frame for assessment cannot be met, the patient's physician and the referral source, as well as the patient, will be notified for approval of the delay.
 - A. Such notification and approval will be documented.
 - B. If approval is not obtained for the delay, the patient will be referred to another hospice for services.
 5. A hospice registered nurse will make an initial contact prior to the patient's hospital discharge, if possible or appropriate. The initial home visit will be made within the time frame requested by the referral source and according to organization policy, or as ordered by the physician (or other authorized independent practitioner). The purpose of the initial visit will be to:
 - A. Explain the hospice philosophy of palliative care with the patient and family/caregiver as unit of care.
 - B. Explain the patient's rights and responsibilities and grievance procedure. (See "[Bill of Rights](#)" Policy No. 9-005.)
 - C. Provide the patient with a copy of Heart and Soul Hospice notice of privacy practices.
 - D. Assess the family/caregiver's ability to provide care.
 - E. Evaluate physical facilities and equipment in the patient's home to determine if they are safe and effective for care in the home.
 - F. Allow the patient and family/caregiver to ask questions and facilitate a decision for hospice services especially provided under the Medicare/Medicaid hospice benefit.
 - G. Review appropriate forms and subsequently sign forms by patient and family/caregiver once agreement for the hospice program has been decided.
 - H. Provide services as needed and ordered by physician (or other authorized independent practitioner), and incorporate additional needs into the hospice plan of care.
 - I. Give patient information about durable power of attorney for health care, if the patient has not already done so.
 6. During the initial assessment visit, the admitting clinician will assess the patient's eligibility for hospice services according to the admission criteria and standard prognosis criteria to determine/confirm further:
 - A. Level of services required and frequency criteria

- B. Eligibility (according to organization admission criteria)
 - C. Source of payment
7. If eligibility criteria is met the patient and family/caregiver will be provided with a hospice brochure and various educational materials providing sufficient information on:
 - A. Nature and goals of care and/or service
 - B. Hours during which care or service are available (physician, nursing, drugs and biological are available 24 hours/day. All other services are available to meet individual patient care needs)
 - C. Access to care after hours
 - D. Costs to be borne by the patient, if any, for care
 - E. Hospice mission, objectives, and scope of care provided directly and those provided through contractual agreement
 - F. Safety information
 - G. Infection control information
 - H. Emergency preparedness plans
 - I. Available community resources
 - J. Complaint/grievance process
 - K. Advance Directives
 - L. Availability of spiritual counseling in accordance with religious preference
 - M. Hospice personnel to be involved in care
 - N. Mechanism for notifying the patient and family/caregiver of changes in care and any related liability for payment as a result of those changes
 8. The hospice registered nurse will document that the above information has been furnished to the patient and family/caregiver and any information not understood by the patient and family/caregiver.
 9. The patient and family/caregiver, after review, will be given the opportunity to either accept or refuse services.
 10. The patient or his/her representative will sign the required forms indicating election of hospice care and receipt of patient rights and privacy information.
 11. Refusal of services will be documented in the clinical record. Notification of the Clinical Supervisor, attending physician, and referral source will be completed and documented in the clinical record.

12. The hospice registered nurse will assist the family in understanding changes in the patient's status related to the progression of an end-stage disease.
13. The hospice registered nurse will educate the family in techniques for providing care.
14. The hospice registered nurse will contact the physician for clinical information in writing to certify patient for hospice care.
15. The hospice registered nurse will complete an initial assessment during this visit within 48 hours after the election of the hospice care (unless the physician, patient or representative requests that the initial assessment be completed in less than 48 hours.) (See "[Initial Assessment](#)" Policy No. 1-013)
16. The hospice registered nurse will contact at least one (1) other member of the interdisciplinary group for input into the plan of care, prior to the delivery of care. The two (2) remaining core services must be contacted and provide input into the plan of care within two (2) days of start of care; this may be in person or by phone.
17. If the patient is accepted for hospice care, a comprehensive assessment of the patient will be performed no later than 5 calendar days after the election of hospice care. A plan of care will be developed by the attending hospice physician, the Medical Director or physician designee, and the hospice team. It will then be submitted to the attending physician for signature. The patient's wishes/desires will be considered and respected in the development of the plan of care. (See "[Comprehensive Assessment](#)" Policy No.1-014)
18. The time frames will apply for weekends and holidays, as well as weekday admissions.
19. A clinical record will be initiated for each patient admitted for hospice services.
20. If a patient does not meet the admission criteria or cannot be cared for by Heart and Soul Hospice, the Clinical Supervisor should be notified and appropriate referrals to other sources of care made on behalf of the patient.
21. The following individuals should be notified of non-admits:
 - A. Patient
 - B. Physician
 - C. Referral source (if not physician)
22. A record of non-admits will be kept for statistical purposes, with date of referral, date of assessment, patient name, services required, physician, reason for non-admit, referral to other hospice care facilities, etc.
23. In instances where patient does not meet the stated criteria for admission to the program, exceptions will be decided upon by the Executive Director/Administrator in consultation with the Medical Director, upon request of the referring party and/or the patient.
24. In instances where continued care to a patient contradicts the recommendations of an external or internal entity performing a utilization review, the Executive Director/Administrator will be notified. All care, service, and discharge decisions must be made in response to the care required by the patient, regardless of the external or internal

organization's recommendation. The patient and family/caregiver, as appropriate, and physician will be involved in deliberations about the denial of care or conflict about care decisions.

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

DRAFT CHARITY CARE POLICY

Policy No. 5-017

PURPOSE

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

POLICY

It is the policy of Heart and Soul that to provide hospice services to eligible community members without delay, regardless of their ability to pay.

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

Heart and Soul 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. While patients are accepted for services solely based on their hospice care needs, the patient's ability to pay for services will be evaluated for state or federal assistance programs, charity care, private insurance
2. When it is identified that the patient has no source for payment of services and requires medically necessary care/service, a social worker, as available, will meet with the patient to determine potential eligibility for financial assistance from other community resources.
3. The Executive Director/Administrator, with the appropriate program director, will review all applicable patient information, including financial declarations, physician (or other authorized licensed independent practitioner) orders, initial assessment information, and social work notes to determine acceptance for charity care.
4. The full amount of hospice services will be determined to be charity care for any guarantor whose gross household income is at or below the state regulatory federal poverty guideline level provided that such persons are not eligible for other private or public health coverage sponsorship.
5. All documentation utilized in the determination for acceptance for charity care will be maintained in the patient's billing record.
6. When financial declarations reveal the patient is able to make partial payment for services, the Executive Director/Administrator, with the appropriate program director, will determine the sliding-fee schedule to be implemented.
7. The sliding-fee schedule will be presented to the patient for agreement and signature.

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

DRAFT NONDISCRIMINATION POLICY AND GRIEVANCE PROCESS

Policy No. 8-013

PURPOSE

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

POLICY

In accordance with Title VI of the Civil Rights Act of 1964, Section 1157 of the Affordable Care Act (ACA) of 2010 and its implementing regulation, Heart and Soul Hospice will, directly or through contractual or other arrangement, admit and treat all persons without regard to race, color, religion, age, sex (an individual's sex, gender identity, sex stereotyping, pregnancy, childbirth and related conditions), sexual orientation, disability (mental or physical), communicable disease, national origin, or ability to pay in its provision of services and benefits, including assignments or transfers within facilities.

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

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

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

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

PROCEDURE

1. The Section 504/ADA Compliance Coordinator designated to coordinate the efforts of Heart and Soul Hospice to comply with the regulations will be the Executive Director/Administrator. Contact the Executive Director/Administrator at _____ (insert telephone number.)

2. Heart and Soul Hospice will identify an organization or person in their service area who can interpret or translate for persons with limited English proficiency and who can disseminate information to and communicate with sensory impaired persons. These contacts will be listed and kept in the policy manual. (See "[Facilitating Communication](#)" Policy No. 9-006.)
3. A copy of this policy will be posted in the reception area of Heart and Soul Hospice, given to each organization staff member, and sent to each referral source.
4. The following statement will be posted in the reception of the organization in English and at least the top 15 non-English languages spoken in the state: "Patient services are provided without regard to race, color, religion, age, sex (an individual's sex, gender identity, sex stereotyping, pregnancy, childbirth and related conditions), sexual orientation, disability (mental or physical), communicable disease, national origin, or ability to pay.
5. The following statement will be printed in English and other non-English languages spoken in the state on brochures, other printed public materials and in a conspicuous location on the organization's web site accessible from the home page: "Patient services are provided without regard to race, color, religion, age, sex (an individual's sex, gender identity, sex stereotyping, pregnancy, childbirth and related conditions) , sexual orientation, disability (mental or physical), communicable disease, national origin, or ability to pay."
6. Any person who believes she or he has been subjected to discrimination or who believes he or she has witnessed discrimination, in contradiction of the policy stated above, may file a grievance under this procedure. It is against the law for Heart and Soul Hospice to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.
7. Grievances must be submitted to the Section 504 Coordinator within 30 days of the date the person filing the grievance becomes aware of the alleged discriminatory action.
8. A complaint may be filed in writing, or verbally, containing the name and address of the person filing it ("the grievant"). The complaint must state the problem or action alleged to be discriminatory and the remedy or relief sought by the grievant.
9. The Section 504 Coordinator (or her/his representative) will conduct an investigation of the complaint to determine its validity. This investigation may be informal, but it must be thorough, affording all interested persons an opportunity to submit evidence relevant to the complaint.
10. The Section 504 Coordinator will issue a written decision on the grievance no later than 30 days after its filing.
11. The grievant may appeal the decision of the Section 504 Coordinator by filing an appeal in writing to Heart and Soul Hospice within 15 days of receiving the Section 504 Coordinator's decision.
12. Heart and Soul Hospice will issue a written decision in response to the appeal no later than 30 days after its filing.
13. The Section 504 Coordinator will maintain the files and records of Heart and Soul Hospice relating to such grievances.

14. The availability and use of this grievance procedure does not preclude a person from filing a complaint of discrimination on the basis of handicap with the regional office for Civil Rights of the U.S. Department of Health and Human Services.
15. All organization personnel will be informed of this process during their orientation process.
16. Heart and Soul Hospice will make appropriate arrangements to assure that persons with disabilities can participate in or make use of this grievance process on the same basis as the nondisabled. Such arrangements may include, but will not be limited to, the providing interpreters for the deaf, providing taped cassettes of material for the blind, or assuring a barrier-free location for the proceedings. The Section 504 Coordinator will be responsible for providing such arrangements.

PURPOSE

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

POLICY

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

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

1. The rights of the patient may be exercised by the person appointed by the state court to act on the patient's behalf, OR
2. The patient may exercise his or her rights or designate a legal representative to exercise his or her rights to the extent allowed by court order.

To assist with fully understanding patient rights, all policies will be available to the organization personnel, patients, and his/her representatives as well as other organizations and the interested public.

PROCEDURE

1. The Bill of Rights statement defines the right of the patient to:
 - A. Have his or her property and person treated with respect.
 - B. Voice grievances regarding treatment or care that is (or fails to be) furnished, or regarding the lack of respect for property by anyone who is furnishing services on behalf of the organization and must not be subjected to discrimination or reprisal for doing so.
 - C. Receive effective pain management and symptom control from the hospice for conditions related to the terminal illness.
 - D. Be advised in advance of the right to participate in planning the care or service and in planning changes in the care and service; hospice patients have the right to refuse care or treatment.

- E. Be involved in developing his or her hospice plan of care.
- F. Refuse care or treatment.
- G. Choose his or her attending physician.
- H. Have a confidential clinical record maintained by the organization. Access to or release of patient information and clinical records is permitted in accordance with 45 CFR parts 160 and 164.
- I. Be free from mistreatment, neglect, or verbal, mental, sexual, and physical abuse, including injuries from unknown source, and misappropriation of patient property.
- J. Access to care/service is based upon nondiscrimination.
- K. Have communication needs met.
- L. Receive information about the services covered under the hospice benefit.
- M. Receive information about the scope of services that the hospice will provide and specific limitations on those services.
- N. Be advised that the Hospice Organization complies with Subpart 1 of 42 CFR 489 and receive a copy of the organization's written policies and procedures regarding advance directives, including a description of an individual's right under applicable state law and how such rights are implemented by the organization.
- O. Use the hotlines to lodge complaints concerning the implementation of Advance Directive requirements.
- P. Receive written information describing the organization's grievance procedure which includes the contact information, contact phone number, hours of operation, and mechanism(s) for communication problems. The program shall describe in writing patient and family responsibilities and the mechanism to file a grievance and obtain a receipt that the information has been received by the patient or family.
- Q. Receive an investigation by the organization of complaints made by the patient or the patient's family or guardian regarding treatment or care that is (or fails to be) furnished, regarding the lack of respect for the patient's property by anyone furnishing services on behalf of the organization; and that the organization will document the existence of the complaint and the resolution of the complaint.
- R. Receive information addressing any beneficial relationship between the organization and referring entities.
- S. Be informed verbally and in writing of any changes in payment information as soon as possible, but no later than 30 days from the date that the organization becomes aware of the change.
- T. Be informed, verbally and in writing, of billing and reimbursement methodologies prior to the start of care/service and as changes occur, including fees for services/products provided, direct pay responsibilities, and notification of insurance coverage.

- U. Receive in writing, prior to the start of care, the telephone numbers for the State Hotline and the CHAP Hotline, including hours of operation, and the purpose of the hotlines to receive complaints or questions about the organization.
 - V. Be assured that the personnel who provide care are qualified through education and experience to carry out the services for which they are responsible.
2. The patient and family/caregiver responsibilities will be explained upon admission and as needed. The patient and family/caregiver are responsible for:
 - A. Being fully informed by a physician of his or her medical condition, unless medically contraindicated and to be afforded the opportunity to participate in the planning of his or her medical treatment, including pain and symptom management and to refuse to participate in experimental research.
 - B. Cooperating with the primary doctor, program staff and other caregivers.
 - C. Advising the program of any problems or dissatisfaction with patient care.
 - D. Notifying the program of address or telephone changes or when unable to keep appointments.
 - E. Providing a safe environment in which care can be given. In the event that conduct occurs such that the patient's or staff's welfare or safety is threatened, service may be terminated.
 - F. Obtaining medications, supplies and equipment ordered by the patient's physician if they cannot be obtained or supplied by the program.
 - G. Reporting unexpected changes in the patient's condition.
 - H. Understanding and accepting the consequences for outcomes if the care, services and/or treatment plan are not followed.
 3. Upon admission, the admitting clinician will provide each patient or his/her representative with a written copy of the Bill of Rights.
 4. The Bill of Rights statement will be explained and distributed to the patient prior to the initiation of organization services. This explanation will be in a language or communication method he/she can reasonably be expected to understand.
 5. The patient will be requested to sign the Bill of Rights form. The original form will be kept in the patient's clinical record. A copy will be maintained by the patient. The patient's refusal to sign will be documented in the clinical record, including the reason for refusal.
 6. The admitting clinician will document that the patient has received a copy of the Bill of Rights.
 - A. If the patient is unable to understand his/her rights and responsibilities, documentation in the clinical note will be made.
 - B. In the event a communication barrier exists, if possible, special devices or interpreters will be made available.

- C. Written information will be provided to patients in English and predominant non-English languages of the population served.
- 7. When the patient's representative signs the Bill of Rights form, an explanation of that relationship must be documented and kept on file in the clinical record.
- 8. The family or guardian may exercise the patient's rights when a patient is incompetent or a minor.
- 9. All organization personnel, both clinical and non-clinical, will be oriented to the patient's rights and responsibilities prior to the end of their orientation program, as well as annually.

DRAFT HUMAN RESOURCES

Policy No. 1-002

PURPOSE

To ensure that the hospice program maintains adequate human resources to meet caseload demands.

POLICY

The hospice program will recruit and retain qualified personnel. Documentation of these efforts will be evidenced in the hospice personnel and health record for each employee hired by the organization.

Personnel will be selected based on qualifications, education, experience, specialized training, communication and interpersonal skills, sensitivity to issues of loss and grief, and ability to deal effectively with the demand of the job, in accordance with job description requirements.

PROCEDURE

1. Professional personnel recruited and hired by Heart and Soul Hospice will be graduates of schools approved or accredited by their respective professional organizations.
2. Pre-employment interviews will be conducted and documented with a copy retained in the personnel file.
3. Prior to hire, the organization will secure multiple reference checks, health reports as required by the state or policy, criminal record checks when required by law, and proof of citizenship or documentation of resident status.
4. Professional personnel will submit copies of their diplomas or transcripts showing successful completion of the approved/accredited programs. The copies will be retained in the individual's personnel file.
5. Clinical personnel will maintain active licensure or certification. Verification of current licensure or certification will be filed in the personnel record.
6. All new employees will complete an orientation program including but not limited to:
 - A. Review of policies and procedures
 - B. Position responsibilities and limitations
 - C. Ethics and confidentiality
 - D. Communication techniques
 - E. Supervision process

- F. Safety
 - G. Infection control
 - H. Patient rights
 - I. Responding to emergencies
 - J. Documentation
 - K. Role of the health team
(See "[Orientation](#)" Policy No. 1-027.)
7. Completion of the orientation process will be documented in the personnel record.
 8. Clinical competencies will be assessed during the orientation process and annually thereafter for professional and paraprofessional personnel providing direct patient care. Competency assessments will be documented and retained in the personnel file. (See "[Competency Program](#)" Policy No. 3-001 and the "Initial Competency Assessment Skills Checklists" in Section Three.)
 9. All staff will receive an annual performance evaluation. (See "[Performance Evaluations](#)" Policy No. 1-026.)

DRAFT RECRUITMENT, RETENTION, DEVELOPMENT, AND CONTINUING EDUCATION

Policy No. 1-007

PURPOSE

To outline the guidelines for the planning of recruitment, retention, development, and continuing education of organization personnel.

POLICY

The Governing Body, through the Executive Director/Administrator and senior management, will provide for the needs of its patients by attracting and retaining the number and type of qualified, competent organization personnel needed to provide safe and effective care. The Governing Body accepts the responsibility and duty to provide good physical working conditions and to maintain and pursue personnel practices that are consistent with the welfare of personnel.

PROCEDURE

1. Senior management will address the issue of recruitment and retention, development and continuing education of organization personnel. Factors that will be considered include, but will not be limited to:
 - A. The organization's mission
 - B. The organization's strategic and business plan, including any new care/service programs and staffing needs
 - C. The degree and complexity of care/service required by patients
 - D. The technology used while providing care/service in the home
 - E. The identified learning needs of the organization personnel, obtained through supervisory visits, questionnaires, performance improvement results, incident reports, etc.
 - F. Mechanisms for recognizing the expertise and performance of organization personnel, including a formal recognition program, memos, and biannual organization-wide meetings
 - G. Issues identified or stated by organization personnel that influence their decision to continue employment, through organization personnel opinion surveys, etc.
 - H. The supervisor, in conjunction with the Executive Director/Administrator, will develop an overall plan for the recruitment, retention, development, and continuing education of organization personnel, both clinical and support services.

2. The plan will be evaluated as part of the organization's annual evaluation and may include such measures as:
 - A. Turnover rate
 - B. Percentage of unfilled positions
 - C. Length of time for unfilled positions
 - D. Percentage of exit interviews conducted
 - E. Trends identified from exit interview information
 - F. Review of compensation packages: The organization's compensation philosophy (lag, lead or match) in accordance with market data research in order to ensure fair and equitable pay practices that will assist in the attraction, retention and engagement of qualified employees.

Exhibit 5
Heart and Soul Pro Forma Financials

Pro Forma Revenue and Expense Projection
Heart and Soul Hospice - King County, Washington

	2023-Half	2024	2025	2026	Assumptions
Admissions	58	164	214	267	
Patient Days	3,603	10,188	13,294	16,586	62.12 Based on ALOS of 62.12 Days
Average Daily Census	19.6	27.8	36.4	45.4	Patient Days / 365
REVENUE					
Days of Care					
Routine Home Care - Tier 1	2,119	5,990	7,817	9,753	60.0%
Routine Home Care - Tier 2	1,412	3,994	5,211	6,502	40.0%
Total Routine Home Care	3,531	9,984	13,028	16,254	98.0%
General Inpatient	25	71	93	116	0.7%
Continuous Care	18	51	66	83	0.5%
Inpatient Respite Care	29	82	106	133	0.8%
Total	3,603	10,188	13,294	16,586	100.0%
Per Diem Rates					
Routine Home Care - Tier 1	\$ 228.25	\$ 228.25	\$ 228.25	\$ 228.25	\$ 228.25 King County FY2022 CMS Rate
Routine Home Care - Tier 2	\$ 180.38	\$ 180.38	\$ 180.38	\$ 180.38	\$ 180.38 King County FY2022 CMS Rate
General Inpatient	\$ 1,193.84	\$ 1,193.84	\$ 1,193.84	\$ 1,193.84	\$ 1,193.84 King County FY2022 CMS Rate
Continuous Care	\$ 555.37	\$ 555.37	\$ 555.37	\$ 555.37	\$ 555.37 King County FY2022 CMS Rate, 8 hr minimum
Inpatient Respite Care	\$ 527.24	\$ 527.24	\$ 527.24	\$ 527.24	\$ 527.24 King County FY2022 CMS Rate
Gross Revenue by Level of Care					
Routine Home Care - Tier 1	\$ 483,557	\$ 1,367,299	\$ 1,784,158	\$ 2,226,029	
Routine Home Care - Tier 2	\$ 254,762	\$ 720,360	\$ 939,982	\$ 1,172,782	
Service Intensity Add-On	\$ 4,684	\$ 13,244	\$ 17,282	\$ 21,562	\$ 1.30 Based on Patient Day Revenue of \$1.3
General Inpatient	\$ 30,110	\$ 85,138	\$ 111,094	\$ 138,608	
Continuous Care	\$ 10,005	\$ 28,289	\$ 36,914	\$ 46,057	
Inpatient Respite Care	\$ 15,197	\$ 42,971	\$ 56,072	\$ 69,959	
Gross Revenue Total	\$ 798,314	\$ 2,257,301	\$ 2,945,502	\$ 3,674,996	

Payer Mix

Medicare and Medicare Managed	80%	80%	80%	80%	80%
Medicaid and Medicaid Managed	15%	15%	15%	15%	15%
Private Pay	2%	2%	2%	2%	1.5%
Commercial	2%	2%	2%	2%	2%
VA	2%	2%	2%	2%	1.5%
					100.0%

Gross Revenue by Payer

Medicare and Medicare Managed	\$ 638,651	\$ 1,805,841	\$ 2,356,402	\$ 2,939,997	Gross Revenue * Payer Mix
Medicaid and Medicaid Managed	119,747	338,595	441,825	551,249	Gross Revenue * Payer Mix
Private Pay	11,975	33,860	44,183	55,125	Gross Revenue * Payer Mix
Commercial	15,966	45,146	58,910	73,500	Gross Revenue * Payer Mix
VA	11,975	33,860	44,183	55,125	Gross Revenue * Payer Mix
Gross Revenue	\$ 798,314	\$ 2,257,301	\$ 2,945,502	\$ 3,674,996	

Deductions from Revenue

Bad Debt	3,992	11,287	14,728	18,375	0.5%	Percentage of Gross Revenue
Contractual Allowance	16,765	47,403	61,856	77,175	0.5%	Percentage of Gross Revenue, include 2% sequest
Charity Care	31,933	90,292	117,820	147,000	4%	Percentage of Gross Revenue
Total Net Revenue	745,625	2,108,319	2,751,099	3,432,446		

PATIENT CARE COSTS

Patient Care Salaries/Wages	326,286	752,260	911,746	1,054,954		See 'Salaries-Wages' attachment for FTE breakout
Payroll Taxes & Benefits	58,732	135,407	164,114	189,892	18%	Percentage of Wages
Pharmacy	19,816	56,032	73,115	91,223	\$ 5.50	Based on Patient Day Cost of \$5.5
Durable Medical Equipment	21,257	60,107	78,433	97,858	\$ 5.90	Based on Patient Day Cost of \$5.9
Medical Supplies	9,007	25,469	33,234	41,465	\$ 2.50	Based on Patient Day Cost of \$2.5
Other Direct Costs (Med. Services, La	4,324	12,225	15,952	19,903	\$ 1.20	Based on Patient Day Cost of \$1.2
Nurse Practitioner - Contracted	3,603	10,188	13,294	16,586	\$ 1.00	Based on Patient Day Cost of \$1
Dietitian	360	1,019	1,329	1,659	\$ 0.10	Based on Patient Day Cost of \$0.1
Physical Therapist	721	2,038	2,659	3,317	\$ 0.20	Based on Patient Day Cost of \$0.2

Speech Therapist	360	1,019	1,329	1,659	\$ 0.10	Based on Patient Day Cost of \$0.1
Occupational Therapist	721	2,038	2,659	3,317	\$ 0.20	Based on Patient Day Cost of \$0.2
Physician Face-to-Face Visit	901	2,547	3,323	4,147	\$ 0.25	Based on Patient Day Cost of \$0.25
General Inpatient Costs	25,593	72,367	94,430	117,817	85%	Percent of General Inpatient Revenue
Inpatient Respite Costs	8,358	23,634	30,840	38,477	55%	Percent of Inpatient Respite Revenue
5% Room & Board	8,287	23,432	30,575	38,148	\$ 2.30	Based on Patient Day Cost of \$2.3
Mileage Reimbursement	29,364	83,030	108,343	135,176	\$ 8.15	Based on Patient Day Cost of \$8.15
Total Patient Care Costs	517,691	1,262,810	1,565,377	1,855,598		
Gross Margin	227,934	845,509	1,185,723	1,576,849		
ADMINISTRATIVE & FACILITY COSTS						
Administrative Salaries/Wages	174,627	349,255	443,005	443,005		See 'Salaries-Wages' attachment for FTE breakout
Payroll Taxes & Benefits	31,433	62,866	79,741	79,741	18%	Percentage of Wages
Medical Director	25,221	71,314	93,056	116,102	\$ 7.00	Based on Patient Day Cost of \$7
Advertising & Marketing	16,213	45,845	59,822	74,637	\$ 4.50	Based on Patient Day Cost of \$4.5
Cultural Competency Marketing	360	1,019	1,329	1,659	\$ 0.10	Based on Patient Day Cost of \$0.1
Rent	19,306	23,520	24,108	24,696		See Rent Schedule
Utilities	900	1,800	1,800	1,800	\$ 150.00	Based on Monthly Cost of \$150
Dues & Subscriptions	1,477	4,177	5,450	6,800	\$ 0.41	Based on Patient Day Cost of \$0.41
Office Expense	9,007	25,469	33,234	41,465	\$ 2.50	Based on Patient Day Cost of \$2.5
Property & Liability Insurance	1,982	5,603	7,312	9,122	\$ 0.55	Based on Patient Day Cost of \$0.55
License Fee	596	1,192	1,192	1,192	\$2,383	Based on Renewal Fee Table
Legal & Professional	1,621	4,584	5,982	7,464	\$ 0.45	Based on Patient Day Cost of \$0.45
Banking Service Fees	252	713	931	1,161	\$ 0.07	Based on Patient Day Cost of \$0.07
Travel & Entertainment	540	1,528	1,994	2,488	\$ 0.15	Based on Patient Day Cost of \$0.15
Auto Expense	360	1,019	1,329	1,659	\$ 0.10	Based on Patient Day Cost of \$0.1
Miscellaneous Expense	721	2,038	2,659	3,317	\$ 0.20	Based on Patient Day Cost of \$0.2
Total Administrative Costs	284,618	601,941	762,943	816,307		
Contribution Margin	(56,683)	243,568	422,780	760,541		
Billing Fee	23,949	67,719	88,365	110,250	3%	Based on percentage of revenue

EBITDA	(80,632)	175,849	334,415	650,291	
Depreciation	12,322	12,322	12,322	12,322	See Fixed asset schedule
Washington State B&O Taxes	11,184	31,625	41,266	51,487	1.5% Percentage of Net Sales
Net Income (Loss)	(104,139)	131,902	280,827	586,483	

Balance Sheet Projection
Heart and Soul Hospice - King County, Washington

	Year Ended December 31,				
	2022 - Pre-Opening	2023	2024	2025	2026
ASSETS					
Current Assets					
Cash & Cash Equivalents	\$ 175,819	\$ 9,144	\$ 219,210	\$ 498,702	\$ 1,076,869
Accounts Receivable, (net)		62,135	175,693	229,258	286,037
Prepaid Expenses	8,267	8,267	8,267	8,267	8,267
Total Current Assets	184,085	79,546	403,170	736,227	1,371,173
Property & Equipment					
Fixed Assets	-	66,395	66,395	66,395	66,395
Accumulated Depreciation	-	(6,161)	(18,483)	(30,805)	(43,127)
Total Property & Equipment	-	60,234	47,912	35,590	23,269
Other Assets					
Intangibles					
Loan Fees					
Accumulated Amortization					
Other Assets	-	-	-	-	-
TOTAL ASSETS	184,085	139,780	451,082	771,818	1,394,442
LIABILITIES					
Current Liabilities					
Accounts Payable & Accrued Expenses		35,205	94,161	121,619	150,719
Accrued Payroll & Related Payables		24,628	54,158	66,609	73,650
Notes Payable					
Current Portion LT Debt					
Total Current Liabilities	-	59,833	148,318	188,228	224,369
Long-Term Liabilities					
Long-Term Note Payable					
Less: Current Portion of LTD					
Total Long-Term Liabilities	-	-	-	-	-
TOTAL LIABILITIES	-	59,833	148,318	188,228	224,369
CAPITAL					
Capital	275,000	275,000	275,000	275,000	275,000
Retained Earnings (Losses)	(90,915)	(195,053)	27,764	308,590	895,073
Total Capital	184,085	79,947	302,764	583,590	1,170,073
TOTAL LIABILITIES & CAPITAL	184,085	139,780	451,082	771,818	1,394,442

FIXED ASSET SCHEDULE

	Qty	Price	Total	Useful Life (years)	Depreciation per Year
Furniture					
Conference Table	1	\$ 1,100	\$ 1,100	7	157
Conference Chairs	8	250	2,000	7	286
Employee Desk Chair	5	250	1,250	7	179
Employee Work Desks	4	650	2,600	7	371
Filing Cabinets	6	300	1,800	7	257
Reception Area Chair	5	600	3,000	7	429
Reception Area End Table	1	300	300	7	43
Reception Area Coffee Table	1	500	500	7	71
Total			\$ 12,550		1,793
Phone/Internet/Electronics					
Phone Equipment - MX-SE System	1	\$ 1,900	\$ 1,900	5	380
Phone Licenses	4	150	600	5	120
Zultys 43G Gigabit Telephone	3	140	420	5	84
Vtech Conf. Rm. Phone	1	500	500	5	100
Dell Latitude 3520 Laptop	3	1,150	3,450	5	690
Dell P2219H Monitor	3	325	975	5	195
Dell WD19 Dock	3	300	900	5	180
Fortniet Fortigate 100F Firewall	1	2,400	2,400	5	480
Kyrocera TASKalfa 2552ci Printer	1	4,200	4,200	7	600
Total			\$ 15,345		2,829
Vehicle					
Vehicle	1	\$ 38,500	38,500	5	7,700
Total			\$ 38,500		\$ 7,700
Total Fixed Assets			66,395	Total Annual Depreciat	12,322

SALARIES AND WAGES ATTACHMENT

ADC **19.58** **27.84** **36.42** **45.44**

FTE's

Patient Care Employees	2023	2024	2025	2026	Salary/Wage
Skilled Nurse (RN)	1.40	1.99	2.60	3.25	\$ 100,000
Hospice Aide	2.18	3.09	4.05	5.05	\$ 17.28
Social Worker	1.00	1.11	1.46	1.82	\$ 32.93
Volunteer Coordinator	1.00	1.00	1.25	1.25	\$ 24.04
Chaplain	1.00	1.00	1.50	1.50	\$ 24.04
Patient Care Manager	1.00	1.00	1.00	1.00	\$ 120,000
On Call Nurse	1.00	1.00	1.04	1.30	\$ 70,000
Admission/Triage RN	1.00	1.00	1.00	1.00	\$ 76,000

Total Patient Care FTE's **9.57** **11.19** **13.90** **16.16**

Administrative Employees	2023	2024	2025	2026	Salary/Wage
Executive Director	1.00	1.00	1.00	1.00	\$ 107,000
Office Manager	1.00	1.00	1.00	1.00	\$ 55,000
Community Education Representative	1.00	1.00	2.00	2.00	\$ 75,000
PCS/Medical Records	1.00	1.00	1.00	1.00	\$ 17.31
Intake Coordinator	1.00	1.00	1.00	1.00	\$ 22.50

Total Administrative FTE's **5.00** **5.00** **6.00** **6.00**

Total FTE's **14.57** **16.19** **19.90** **22.16**

SALARIES AND WAGES ATTACHMENT

Compensation \$	2023	2024	2025	2026
Skilled Nurse (RN)	\$ 69,933	\$ 198,823	\$ 260,150	\$ 324,580
Hospice Aide	\$ 39,100	\$ 111,163	\$ 145,451	\$ 181,474
Social Worker	\$ 34,250	\$ 76,268	\$ 99,794	\$ 124,509
Volunteer Coordinator	\$ 25,002	\$ 50,003	\$ 62,504	\$ 62,504
Chaplain	\$ 25,002	\$ 50,003	\$ 75,005	\$ 75,005
Patient Care Manager	\$ 60,000	\$ 120,000	\$ 120,000	\$ 120,000
On Call Nurse	\$ 35,000	\$ 70,000	\$ 72,842	\$ 90,882
Admission/Triage RN	\$ 38,000	\$ 76,000	\$ 76,000	\$ 76,000

Total Patient Care Salary/Wages	\$ 326,286	\$ 752,260	\$ 911,746	\$ 1,054,954
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Compensation \$	2023	2024	2025	2026
Executive Director	\$ 53,500	\$ 107,000	\$ 107,000	\$ 107,000
Office Manager	\$ 27,500	\$ 55,000	\$ 55,000	\$ 55,000
Community Education Representative	\$ 37,500	\$ 75,000	\$ 150,000	\$ 150,000
PCS/Medical Records	\$ 18,002	\$ 36,005	\$ 36,005	\$ 36,005
Intake Coordinator	\$ 23,400	\$ 46,800	\$ 46,800	\$ 46,800

Total Administrative Salary/Wages	\$ 159,902	\$ 319,805	\$ 394,805	\$ 394,805
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Bonus \$

Executive Director	5,350	10,700	10,700	10,700
Community Education Representative	9,375	18,750	37,500	37,500
Total Bonus	14,725	29,450	48,200	48,200

Total Administrative Compensation	\$ 174,627	\$ 349,255	\$ 443,005	\$ 443,005
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Exhibit 6
Draft Medical Director Agreement

PROFESSIONAL SERVICES AGREEMENT FOR MEDICAL DIRECTOR
Policy No. 2-003

PURPOSE

To ensure qualified medical direction and consultation for the delivery of hospice services and programs. To demonstrate that the Medical Director has overall responsibility for patient care through documentation that demonstrates interaction/communication with the attending physician as necessary for appropriate care.

To outline the responsibilities of the Medical Director.

POLICY

The hospice Medical Director will have overall responsibility for the medical component of the hospice program.

The hospice Medical Director will provide oversight of physician services by complementing attending physician care, acting as a medical resource to the interdisciplinary group, assuring continuity of hospice medical services, and assuring appropriate measure to control patient symptoms. The Medical Director will serve as a hospice champion – promoting and representing the program to physicians, physician groups, discharge planners, other referral sources, community health organizations, and potential donors, as appropriate.

The hospice Medical Director will be either a part-or full-time employee of the hospice, or have a contract with the hospice outlining his/her responsibilities.

Heart and Soul Hospice will have a written service agreement with a qualified physician to provide medical direction and consultation for organization programs and services. (See [“Professional Services Agreement for Medical Director Sample”](#) Addendum 2-003.A.)

ROLE AND RESPONSIBILITIES

The duties and responsibilities of the Medical Director will include, but not be limited to, the following:

1. Devote his/her best ability to the proper management of the program.
2. Providing overall medical direction to the program including supervision of all hospice physicians who will be hired and/or contracted.
3. Assuring that the established policies, bylaws, rules, and regulations of the organization are followed in the program.
4. Adhering to requirements, terms, and conditions required by Medicare Conditions of Participation, CHAP, and federal and state statutes governing the provision of services.

Heart and Soul Hospice

5. Establishing and continually reviewing policies and procedures related to patient care, medical education, and emergency procedures.
6. Developing and continually reviewing, in cooperation with the Executive Director, criteria to monitor the quality of the educational programs provided to physicians, personnel, and volunteer.
7. Evaluating quality assessment performance improvement (QAPI) plans and monitoring to identify medical education needs in cooperation with the Executive Director. Participates in QAPI decisions and activities, as needed.
8. Proposing organizational programs to address the needs identified (with the assistance and input of consultants of the specialties where medical education needs were identified).
9. Working with the Executive Director, after implementation of the programs, to determine the impact of said programs on the quality of care.
10. Serving as a hospice champion in the community
11. Acting as a liaison to community physicians by providing consultation and education to colleagues and attending physicians related to admission criteria for hospice and palliative care.
12. Acting as a medical liaison with other physicians at Heart and Soul Hospice.
13. Providing training regarding the medical aspects of caring for terminally ill patients to physicians, personnel, and volunteers.
14. Reviewing patient's medical eligibility for hospice services, in accordance with hospice program policies and procedures, and establishing the plan of care in conjunctions with attending physician and interdisciplinary group prior to providing care including written certification of terminal illness.
15. Providing written certification of the terminal illness for all subsequent benefit periods.
16. Perform face-to-face encounters within thirty (30) days of the third and subsequent hospice benefit certification periods and attest to the encounter. (Nurse Practitioner may complete the encounter and report findings to hospice physician.)
17. Consulting with attending physicians regarding pain and symptoms for management for hospice patients.
18. Managing oversight of the patient's medications and treatments.
19. Acting as a medical resource to the hospice interdisciplinary group
20. Attending interdisciplinary group meetings and working in a team approach with the group
21. In conjunction with the attending physician and interdisciplinary group, reviewing and updating the plan of care every 15 days, or more frequently as needed.

Heart and Soul Hospice

22. Documenting care provided in the patient's clinical record, providing evidence of progression of the end-stage disease process.
23. Acting as primary physician for patients who referring/attending physicians desire to relinquish that care and/or if the referring/attending physicians are not available for further contact.
24. Maintaining current knowledge of the latest research and trends in the hospice care and pain/symptom management.
25. Reviewing and developing protocols for treatment, and proposing the most current option for interventions.
26. Demonstrates knowledge in communications, and counseling patients and family/caregivers dealing with end-of-life issues.
27. Participating in resolution of interpersonal conflict and issues of clinical and ethical concern.
28. Ensuring that competent physician services are routinely available on a 24-hour basis to meet the general medical needs of the hospice patient to the extent the needs are not met by the attending physician.
29. Assisting with evaluation of protocols and procedures with respect to quality and cost outcomes.

ADDENDUM 2-003.A
PROFESSIONAL SERVICES AGREEMENT FOR MEDICAL DIRECTOR
PROFESSIONAL SERVICES AGREEMENT MEDICAL DIRECTOR

This Agreement is made this _____ day of _____, _____, effective as of _____, _____, by and between Heart and Soul Hospice (“ORGANIZATION”) and _____, a physician (“MEDICAL DIRECTOR”).

1. PURPOSE

Heart and Soul Hospice desires to engage a qualified physician to act as Medical Director for their hospice care program. MEDICAL DIRECTOR is a physician qualified by virtue of training and experience in the practice of medicine or osteopathy, is licensed as a Doctor of Medicine or osteopathy in the **State of Washington**, meets the requirements for membership on the medical staff of Heart and Soul Hospice and is Board Certified in a related specialty.

2. OBLIGATIONS OF MEDICAL DIRECTOR

2.1 Status and Membership. MEDICAL DIRECTOR will remain in full compliance with all of the following conditions continuously during the entire term of this Agreement. Failure of MEDICAL DIRECTOR to satisfy any or all of the following conditions will constitute grounds for automatic termination of this Agreement as set forth in Section 5.

- A. MEDICAL DIRECTOR will be licensed as a Doctor of Medicine or osteopathy in the State of Washington without restriction or subject to any disciplinary or corrective action and is Board Certified in a related specialty;
- B. MEDICAL DIRECTOR will be a member in good standing of the active category of the Medical Staff of Heart and Soul Hospice without restriction or subject to any disciplinary or corrective action; and
- C. MEDICAL DIRECTOR will abide by the Bylaws and Rules and Regulations of Heart and Soul Hospice and the clinical staff; by the policies and procedures of Heart and Soul Hospice; and in direct compliance with all state, federal, local and CHAP rules, regulations, and standards.

2.2 Duties and Responsibilities of MEDICAL DIRECTOR.

- A. MEDICAL DIRECTOR is responsible for the submission to Heart and Soul Hospice of documentation of services provided as appropriate.
- B. MEDICAL DIRECTOR will be a participating member of the hospice interdisciplinary group of the ORGANIZATION and participate in the annual evaluation.
- C. MEDICAL DIRECTOR will advise and/or assist in the resolution of concerns/conflicts involving physicians utilizing the services of Heart and Soul Hospice.

Heart and Soul Hospice

- D. MEDICAL DIRECTOR (hospice physician) will perform face-to-face encounters as necessary.
- E. MEDICAL DIRECTOR will review and sign initial hospice certifications of terminal illness, and recertifications as indicated.

2.3 Responsibilities of Heart and Soul Hospice. To provide skilled services to patients admitted by Heart and Soul Hospice according to its policies on acceptance of patients for service, state rules and regulations, local laws, Federal Conditions of Participation and CHAP standards.

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

Heart and Soul Hospice retains all responsibility and authority for the patient admission process; patient assessment; the development, review and revision of the plan of care; the coordination, supervision and evaluation of the patient care provided; the scheduling of visits or hours; and discharge planning.

Heart and Soul Hospice will ensure the quality and utilization of services in accordance with its quality management program. The Executive Director of hospice is responsible for the monitoring and control of services provided.

Heart and Soul Hospice will provide MEDICAL DIRECTOR with any changes to these rules, regulations and standards and allow MEDICAL DIRECTOR at least 30 days to meet these changes.

2.4 Compliance with Standards. MEDICAL DIRECTOR will perform all services and duties under this Agreement in strict accordance with all laws, rules, regulations, ordinances, and judicial and administrative interpretations thereof, of the United States, the State of Washington, King County, and all political subdivisions, agencies, and instrumentalities of any of them, as well as with the bylaws, rules, regulations, guidelines, policies, and procedures of Heart and Soul Hospice, as all of the foregoing may from time to time be in effect. Particularly, and not by way of limitation, MEDICAL DIRECTOR will comply with the State Medical Practice Act or Osteopathic Practice Act and all rules and regulations of the Washington State Board of Medical Examiners or State Board of Osteopathic Physicians and will do everything necessary to maintain in effect his/her license as a doctor of medicine or osteopathy within the State of Washington.

2.5 Insurance. The MEDICAL DIRECTOR and all physicians who may provide services hereunder for MEDICAL DIRECTOR will at all times throughout the term of this Agreement maintain professional liability insurance in an amount no less than the greater of (i) the amount required by the Medical Staff Bylaws or (ii) \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

Moreover, in the event that MEDICAL DIRECTOR (or any physician providing services hereunder for MEDICAL DIRECTOR) ceases to provide services hereunder, and upon the termination or expiration of this Agreement, the MEDICAL DIRECTOR (and each physician)

Heart and Soul Hospice

whose insurance is “claims made” insurance rather than “occurrence” insurance will either (i) purchase “tail” coverage to continue the liability insurance coverage for the period during which the Physician rendered services hereunder or (ii) continue in full force and effect the same level of liability insurance coverage on a claims made basis until the longest statute of limitations for minors is tolled until they reach the age of majority). The MEDICAL DIRECTOR and each physician will deliver to Heart and Soul Hospice at least annually in advance a certificate of insurance evidencing the required coverage, both during the term of this Agreement and thereafter.

Said insurance will cover all of the MEDICAL DIRECTOR 's professional services provided to patients of Heart and Soul Hospice and his/her private medical practice, as well as his/her activities and responsibilities as a member of the Medical Staff, including but not be limited to peer review and credentialing activities. On or before the effective date of this Agreement, MEDICAL DIRECTOR will have delivered to the Executive Director of Heart and Soul Hospice a certificate or certificates of insurance evidencing such coverage.

Moreover, in the event that MEDICAL DIRECTOR (or any physician providing services hereunder for MEDICAL DIRECTOR) ceases to provide services hereunder, and upon the termination or expiration of this Agreement, the MEDICAL DIRECTOR (and each physician) whose insurance is “claims made” insurance rather than “occurrence” insurance will either (i) purchase “tail” coverage to continue the liability insurance coverage for the period during which the Physician rendered services hereunder or (ii) continue in full force and effect the same level of liability insurance coverage on a claims made basis until the longest statute of limitations for minors is tolled until they reach the age of majority). The MEDICAL DIRECTOR and each physician will deliver to Heart and Soul Hospice at least annually in advance a certificate of insurance evidencing the required coverage, both during the term of this Agreement and thereafter.

Said insurance will cover all of the MEDICAL DIRECTOR 's professional services provided to patients of Heart and Soul Hospice and his/her private medical practice, as well as his/her activities and responsibilities as a member of the Medical Staff, including but not be limited to peer review and credentialing activities. On or before the effective date of this Agreement, MEDICAL DIRECTOR will have delivered to the Executive Director of Heart and Soul Hospice a certificate or certificates of insurance evidencing such coverage.

2.6 Time. MEDICAL DIRECTOR will devote such time and attention as is necessary to fulfill his/her or her duties and responsibilities. MEDICAL DIRECTOR will be available from 9:00 – 4:00, Monday – Friday, for on-call consultation, assistance and decisions regarding patient care. MEDICAL DIRECTOR will be responsible for arranging for coverage when he is unavailable; however, prior approval of any physician providing coverage for MEDICAL DIRECTOR must be obtained from the Executive Director of Heart and Soul Hospice

2.7 Disclosure of Information. MEDICAL DIRECTOR recognizes and acknowledges that he will have access to certain confidential information of the ORGANIZATION and that such information constitutes valuable, special and unique property of the ORGANIZATION. MEDICAL DIRECTOR will not, during or after the term of this Agreement, without the consent of the ORGANIZATION disclose any such confidential information to any other person, firm, corporation, association, or other entity for any reason or purpose whatsoever except as may be ordered by a court or governmental agency or as may otherwise be required by law. In the event of a breach or a threatened breach by MEDICAL DIRECTOR

Heart and Soul Hospice

of the provisions of this paragraph, the ORGANIZATION will be entitled to an injunction restraining MEDICAL DIRECTOR from disclosing in whole or in part any confidential information. Nothing herein will be construed as prohibiting the ORGANIZATION from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of damages from MEDICAL DIRECTOR.

2.8 Financial Obligation. MEDICAL DIRECTOR will incur no financial obligation on behalf of the ORGANIZATION or for which the ORGANIZATION will be responsible without prior approval of the Executive Director.

2.9 Billing. The MEDICAL DIRECTOR will not charge patients for services rendered as MEDICAL DIRECTOR of the ORGANIZATION. The professional fees charged to patients will be for professional services rendered to individual patients only. Such fees will be separate from ORGANIZATION fees to the patient for ORGANIZATION services, including services performed by any physician as MEDICAL DIRECTOR.

2.10 Services. MEDICAL DIRECTOR will perform all obligations of MEDICAL DIRECTOR under this Agreement at the ORGANIZATION's principle location of business. All communications to ORGANIZATION will be directed to the Executive Director at such address and the ORGANIZATION's Executive Director will have full authority to communicate to MEDICAL DIRECTOR on behalf of ORGANIZATION.

3. OBLIGATIONS OF ORGANIZATION

3.1 Compensation. For all services provided by MEDICAL DIRECTOR pursuant to this Agreement, ORGANIZATION will pay MEDICAL DIRECTOR \$7.00 per patient day for consultation time payable following the month of service, commencing on _____, _____ (Date).

4. INDEPENDENT CONTRACTOR

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

5. DURATION AND TERMINATION

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

Heart and Soul Hospice

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

5.3 Modification or Renewal. The payment provisions of this Agreement may be altered or modified during any 12-month term. Moreover, following termination without cause, the parties will not enter into the same or a similar contract with each other unless the new contract does not have the effect of altering or modifying the previous Agreement's payment provisions within a 12-month period. The intent of this provision is to prohibit the parties from terminating this Agreement without cause and then entering into a new contract in order to alter or modify the payment provisions within a period of less than one (1) year.

6. MISCELLANEOUS

6.1 Governing Law. This Agreement will be subject to and governed by the laws of the State of Washington.

6.2 Remedies. All rights, powers and remedies granted to either party by any particular term of this Agreement are in addition to, and not in limitation of, any rights, powers or remedies which it has under any other term of this Agreement, at common law, in equity, by statute, or otherwise. All such rights, powers and remedies may be exercised separately or concurrently, in such order and as often as may be deemed expedient by either party. No delay or omission by either party to exercise any right, power or remedy will impair such right, power or remedy or be construed to be a waiver of or an acquiescence to any breach or default. A waiver by either party of any breach or default hereunder will not constitute a waiver of any subsequent breach or default.

6.3 Amendment. No amendment or variation of the terms of this Agreement will be valid unless in writing and signed by both parties in the manner provided in Section 6.11 of this Agreement.

6.4 Assignment. Neither this Agreement nor any rights, powers or duties hereunder may be assigned by either party without the express written consent of the other party, and any such unauthorized assignment will be void. If any such unauthorized assignment is attempted by either party, the other party will have the power, at its election, to terminate this Agreement effective immediately. Further, MEDICAL DIRECTOR may not subcontract or otherwise arrange for another individual or entity to perform his/her duties under this Agreement, with the exception of the limited coverage provisions set out in Section 2.5, of this Agreement.

6.5 Captions. The captions for each Paragraph of this Agreement are included for convenience of reference only and are not to be considered a part hereof, and will not be deemed to modify, restrict or enlarge any of the terms of provisions of this Agreement.

6.6 Notice. Any notice required or permitted to be given under this Agreement will be sufficient if in writing and hand delivered or sent by certified or registered mail, return receipt requested, addressed as follows:

Heart and Soul Hospice

Heart and Soul Hospice

Executive Director
15 S Grady Way Suite #522
Renton, WA 98057.

Medical Director _____, M.D.

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

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

6.8 Fraud and Abuse. The parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable state, local, and federal law including the Medicare/Medicaid Anti-fraud and Abuse Amendments. Notwithstanding any unanticipated effect of any of the provisions herein, neither party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of the Medicare and Medicaid fraud and abuse provisions. Further, if legislation is passed, the effect of which would be to hinder ORGANIZATION's ability to obtain reimbursement from Medicare/Medicaid due to the existence of this Agreement, or if this Agreement becomes illegal under any subsequent law or regulation, then this Agreement will terminate immediately.

6.9 Access to Books and Records of Subcontractor. Upon the written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, the MEDICAL DIRECTOR will make available those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection will be available up to four (4) years after the rendering of such services. If the MEDICAL DIRECTOR carries out any of the duties of this Agreement through a subcontract with a value of \$10,000 or more over a 12-month period with a related individual or ORGANIZATION, the MEDICAL DIRECTOR agrees to include this requirement in any such subcontract. This section is included pursuant to and is governed by the requirements of Public Law 96-+99, Sec. 952 (Sec. 1861(v)(1) of the Social Security Act) and the regulations promulgated thereunder. No attorney-client, accountant-client or other legal privilege will be deemed to have been waived by the ORGANIZATION or the MEDICAL DIRECTOR by virtue of this Agreement.

6.10 Policy. Nothing contained in this Agreement will require MEDICAL DIRECTOR or any physician to admit or refer any patients to Heart and Soul Hospice as a precondition to receiving the benefits set forth herein except insofar as the Heart and Soul Hospice's bylaws may now or in the future establish minimum requirements for eligibility for active staff privileges.

6.11 Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof, and supersedes any and all other agreements, understandings, negotiations, or representations, oral or written, between them.

Heart and Soul Hospice

6.12 Execution in Counterparts. This Agreement and any amendments hereto will be executed in multiple counterparts by MEDICAL DIRECTOR and by the Executive Director of Heart and Soul Hospice for and on behalf of ORGANIZATION. Each counterpart will be deemed an original but all counterparts together will constitute one and the same instrument.

6.13 Authorization for Agreement. The execution and performance of this Agreement by ORGANIZATION and MEDICAL DIRECTOR have been duly authorized by all necessary laws, resolutions, and corporate action, and this Agreement constitutes the valid and enforceable obligations of MEDICAL DIRECTOR and ORGANIZATION in accordance with its terms.

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

Medical Director

By: _____

Date: _____

Heart and Soul Hospice

By: _____

Date: _____

Executive Director, Heart and Soul Hospice: _____

Job Title/Position: Hospice Medical Director

Reports To: Executive Director

JOB DESCRIPTION SUMMARY

The hospice Medical Director will have overall responsibility for the medical component of the hospice program.

The hospice Medical Director will provide oversight of physician services by complementing attending physician care, acting as a medical resource to the interdisciplinary group, assuring continuity of hospice medical services, and assuring appropriate measures to control patient symptoms. The Medical director will serve as a hospice champion – promoting and representing the program to physicians, physician groups, discharge planners, other referral sources, community health organizations, and potential donors, as appropriate.

ESSENTIAL JOB FUNCTIONS/RESPONSIBILITIES

The duties and responsibilities of the Medical Director will include, but not be limited to, the following:

1. Devoting his/her best ability to the proper management of the program
2. Providing overall medical direction to the program
3. Assuring that the established policies, bylaws, rules, and regulations of the organization are followed in the program
4. Adhering to requirements, terms, and conditions required by Medicare Conditions of Participation, accrediting body, and federal and state statutes governing the provision of services
5. Establishing and continually reviewing policies and procedures related to patient care, medical education, and emergency procedures
6. Developing and continually reviewing, in cooperation with the CEO/Executive Director, criteria to monitor the quality of the education programs provided to physicians, personnel, and volunteers
7. Evaluating quality assessment performance improvement (QAPI) plans and monitoring to identify medical education needs in cooperation with the Executive Director. Participates in QAPI decisions and activities, as needed
8. Proposing organizational programs to address the needs identified (with the assistance and input of consultants of the specialties where medical education needs were identified)
9. Working with the Executive Director, after implementation of the programs, to determine the impact of said programs on the quality of care

Heart and Soul Hospice

10. Serving as a hospice champion in the community
11. Acting as a liaison to community physicians by providing consultation and education to colleagues and attending physicians related to admission criteria for hospice and palliative care
12. Acting as medical liaison with other physicians at Heart and Soul Hospice
13. Providing training regarding the medical aspects of caring for terminally ill patients to physicians, personnel, and volunteers
14. Reviewing patients' medical eligibility for hospice services, in accordance with hospice program policies and procedures, and establishing the plan of care in conjunctions with attending physician and interdisciplinary group prior to providing care written certification of terminal illness
15. Providing written certification of the terminal illness for all subsequent benefit periods
16. Performing face-to-face encounters within thirty (30) days of the third and subsequent hospice benefit certification periods and attest to the encounter. (Nurse Practitioner may complete the encounter and report findings to the hospice physician.)
17. Consulting with attending physicians regarding pain and symptoms management for hospice patients
18. Managing oversight of the patient's medications and treatments
19. Acting as medical resource to the hospice interdisciplinary group
20. Attending interdisciplinary group meetings and working in a team approach with the group
21. In conjunction with the attending physician and interdisciplinary group, reviewing and updating the plan of care at least every 15 days, or more frequently as needed
22. Documenting care provided in the patient's clinical record, providing evidence of progression of the end-stage disease process
23. Acting as primary physician for patients whose referring/attending physicians desire to relinquish that care and/or if the referring/attending physicians are not available for further contact
24. Maintaining current knowledge of the latest research and trends in hospice care and pain/symptom management
25. Reviewing and developing protocols for treatment, and proposing the most current options for interventions
26. Demonstrating knowledge in communications, and counseling patients and family/caregivers dealing with end-of-life issues
27. Participating in resolution of interpersonal conflict and issues of clinical and ethical concern

Heart and Soul Hospice

28. Ensuring that competent physician services are routinely available on a 24-hour basis to meet the general medical needs of the hospice patient to the extent the needs are not met by the attending physician
29. Assisting with evaluation of protocols and procedures with respect to quality and cost outcomes

The above statements are intended to be a representative summary of the major duties and responsibilities performed by incumbents of this job. The incumbents may be requested to perform job-related tasks other than those stated in this description.

POSITION QUALIFICATIONS

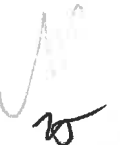
1. Licensed as a Doctor of Medicine or Osteopathy in the state without restriction or subject to any disciplinary or corrective action.
2. Maintains controlled substances registration with state and federal authorities.
3. Have experience in hospice or palliative care and/or training in end of life care.
4. Participates in ongoing medical education activities related to the medical care of hospice and palliative care patients.
5. Not excluded from participating in the Medicare program

Employee Signature

Date

Exhibit 7
Lease

LEASE
BETWEEN
RVA OFFICE LLC,
A WASHINGTON LIMITED LIABILITY COMPANY
AS LANDLORD,
AND
Y.B.G. Healthcare LLC
A WASHINGTON LIMITED LIABILITY COMPANY
dba Heart and Soul Hospice
AS TENANT
SUITE 522
784 RENTABLE SQUARE FEET



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LEASE

THIS LEASE dated December _____, 2021, is by and between **RVA OFFICE LLC**, a Washington limited liability company ("**Landlord**") and **Y.B.G. HEALTHCARE, LLC** a Washington limited liability company dba Heart and Soul Hospice ("**Tenant**").

Landlord and Tenant covenant and agree as follows:

SECTION 1. Lease Data; Exhibits. The following terms shall have the following meanings, except as otherwise specifically modified in this Lease:

(a) **Building:** The Evergreen Building, situated on real property described more particularly in Section 2(a) which is commonly known as 15 South Grady Way, Renton, King County, Washington.

(b) **Calculation of Building and Tenant Areas:**

(i) **Rentable Area of the Building:** Rentable Area of the Building, for the purposes of this Lease, shall be 86,024 square feet.

(ii) **Usable Area of the Premises:** The area of the Premises defined by exterior walls demising Tenant's space as shown on Exhibit A.

(iii) **Load Factor:** The Load Factor of the Building shall be 1.15. The Load Factor may be adjusted from time to time by Landlord if the Usable Area of the Building is changed.

(iv) **Rentable Area of the Premises:** The Rentable Area of the Premises shall be determined by multiplying the Load Factor times the Usable Area of the Premises. Base Rent and Additional Rent shall be based upon the Rentable Area of the Premises.

(c) **Premises:** An agreed Rentable Area (as defined in Sections 1(b)(iv) and 2(b)) of 784 square feet located on Floor 5 as outlined on the floor plan(s) of the Building attached hereto as Exhibit A (the "**Floor Plan**"), to be identified as Suite 522., including tenant improvements, if any, described in Exhibit B.

(d) **Commencement Date:** January 1, 2022,

(e) **Expiration Date:** December 31, 2024

(f) **Option Period:** Tenant may extend the Term for one period of two years, subject to Section 4 and the conditions of Exhibit D.

(f) **Base Rent and Additional Rent.**

(i) **Pre-Approval Period.** Commencing on the Commencement Date and continuing through the expiration of the Pre-Approval Period (defined below), Tenant shall make payments of Base Rent to Landlord in accordance with the following schedule:

January 1, 2022 through the date Tenant's application for Certificate of Need is approved - \$1,306.67 per month

Landlord and Tenant each possess the right of early Lease termination if State of Washington has not approved Tenant's Certificate of Need on or before December 31, 2022

(ii) **Full Rent Commencement Date.** The Full Rent Commencement Date is the date State of Washington approves Tenant's application for Certificate of Need. Commencing on the Full Rent Commencement Date and continuing throughout the remainder of the Lease Term, Base Rent shall be adjusted and payable in accordance with the schedule in Section 4.:

Whether or not so designated, all other sums due from Tenant under this Lease shall constitute Additional Rent, payable when specified in this Lease.

(g) **Security Deposit:** One Thousand Nine Hundred Sixty Dollars (\$1,960.00).

(h) **Base Year:** Calendar year 2021.

(i) **Lease Year:** Each calendar year during the Lease Term, any partial calendar year at the beginning of the Lease Term, and any partial calendar year ending upon the expiration or termination of this Lease.

(j) **Parking:** Subject to Section 38, Tenant shall have a non-exclusive license to park, in the Common Areas designated for parking, one (1) vehicle for each two hundred fifty (250) square feet of the Rentable Area of the Premises.

(k) **Permitted Use:** General Office Use.

(l) Notice Addresses:

To Landlord: RVA Office LLC
15 South Grady Way, Suite 400
Renton, WA 98057
Email: rvaoffice@comcast.net
Telephone: 425.228.3000

To Tenant: Y.B.G. Healthcare LLC
2730 Andover Street
Seattle, WA 98108
Email: ybghealthcarellc@gmail.com
Telephone: 206-659-9998

(m) Exhibits: The following exhibits are made a part of this Lease:

Exhibit A - Floor Plan of Premises
Exhibit B - Tenant Improvements
Exhibit C - Rules and Regulations
Exhibit D – Tenant's Option Period

SECTION 2. Premises.

(a) Grant. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, those certain premises (the "**Premises**") located on the floors and having the Rentable Area referenced in Section 1. The Premises are part of the Building having a street address of 15 South Grady Way, Renton, WA 98057, which is located on the real property described as follows: Lot 2, City of Renton Lot Line Adjustment 001-88, recorded under King County Recording No. 8911139006.

(b) Condition. The Premises are leased by Landlord and accepted by Tenant in their existing condition, "as is, where is, and with all faults," subject to any Landlord's delivery or construction obligations more particularly set forth in Exhibit B.

(c) Common Areas. During the Lease Term and during "Normal Business Hours" (defined in Section 9(b) below), Tenant and its licensees, invitees, customers and employees shall have the non-exclusive right to use the Land and all entrances, lobbies, elevators, stairs, corridors, restrooms and other public areas of the Building (the "**Common Areas**") in common with Landlord, other Building tenants and their respective licensees, invitees, customers and employees. During hours other than Normal Business Hours, certain entrances and Common Areas that are not essential in obtaining access to the Premises may be closed. Landlord shall at all times have exclusive control and management of the Common Areas and no diminution thereof shall be deemed a constructive or actual eviction or entitle Tenant to compensation or a reduction or abatement of Rent.

(d) Alterations. Landlord may in its discretion increase, decrease or change the number, locations and dimensions of any hallways, lobby areas, Common Areas and other improvements shown on Exhibit A which are not within the Premises. Landlord reserves the right from time to time (i) to install, use, maintain, repair, relocate and replace pipes, ducts, conduits, wires and appurtenant meters and equipment for service to the Premises or to other parts of the Building in areas above the suspended ceiling surfaces, below the floor surfaces, within the walls and in the central core areas of the Building within the Premises and elsewhere in the Building; (ii) to alter or expand the Building; and (iii) to alter, relocate or substitute any of the Common Areas.

SECTION 3. Term and Delivery.

(a) Lease Term. This Lease shall be for a term ("**Lease Term**") beginning on the Commencement Date and ending on the Expiration Date, unless extended or sooner terminated in accordance with the terms of this Lease. All provisions of this Lease, other than those relating to payment of Base Rent and Additional Rent, shall become effective upon the first to occur of (i) the date that Tenant or its officers, agents, employees or contractors is first present on the Premises, whether for inspection, construction, installation or other purposes, or (ii) such other date, if any, as may be specified in an Exhibit hereto.

(b) Certificate of Need; Approval Notice; Pre-Approval Period. Landlord acknowledges that Tenant is applying to the State of Washington for a Certificate of Need ("**CON**") which is required in order for Tenant to conduct business in the Premises and to provide general health and administrative services in King County, Washington. Tenant shall apply for the CON not later than December 31, 2021 and diligently pursue the CON to approval, the "**Pre-Approval Period**". Tenant shall promptly provide Landlord with written notice of approval not later than five (5) business days following the Approval Date.

(c) Delivery. Not later than thirty (30) days following the Approval Date, Landlord shall deliver possession of the Premises to Tenant with Landlord's Work (as described in Exhibit B) substantially completed. Landlord shall provide Tenant with written notice of delivery. The date Tenant receives written notice of delivery is referred to herein as the "**Delivery Date**". Tenant shall accept possession of the Premises upon delivery, subject to Landlord's duty to complete the remainder of Landlord's Work thereafter. The date of substantial completion of Landlord's Work shall mean the date so certified by Landlord or Landlord's architect,

and such Certification shall be final and binding upon both Landlord and Tenant. Upon such delivery of the Premises, Tenant shall inspect the Premises and shall be deemed to have accepted the Premises in their then present condition unless Tenant notifies Landlord within fifteen (15) days thereafter of any alleged defects. Landlord shall review Tenant's notice of alleged defects, if any, and correct defective items which are Landlord's responsibility. The existence of defects of a nature commonly found on a "punch list", as such term is used in the construction industry, shall not result in a delay or abatement of Tenant's obligation to pay Rent or give rise to a damage claim against Landlord.

(d) Pre-Approval Period; Full Rent Commencement. The "**Pre-Approval Period**" shall commence on the Commencement Date and expire on the date State of Washington approves the CON. The "**Full Rent Commencement Date**" commences the day following expiration of the "**Pre-Approval Period**".

(e) Termination Option; Continuation. If Tenant's application for a CON is denied or is still pending approval by the State of Washington on December 31, 2022 Tenant may exercise the right and option to terminate the Lease at any time during the first twelve months of Lease Term by providing written notice to Landlord to terminate this Lease (the "**Termination Notice**"), Following delivery of the Termination Notice, this Lease shall terminate effective on the Termination Date, and Tenant shall have no further liability to Landlord except for the indemnity obligations set forth in Section 17 and any other obligation that expressly survives termination of this Lease.

Tenant may elect to continue this Lease if Tenant's application for a CON is still pending approval by the State of Washington on December 31, 2022. Upon such election delivered in writing to Landlord the Lease Expiration shall be December 31, 2024 and Base Rent shall increase in Period 2 and Period 3 shown in the table below.

SECTION 4. Rent. Tenant shall pay to Landlord at the address and to the account specified by Landlord, without notice or demand or any setoff or deduction whatsoever, in lawful money of the United States (a) Base Rent as specified in Section 1, in advance on the first day of each calendar month and (b) Additional Rent as and when specified elsewhere in this Lease, but if not specified, then within ten (10) days of Landlord's demand. Base Rent and Additional Rent shall be prorated on a daily basis for any partial month within the Lease Term, and prorated Base Rent and Additional Rent for any partial initial month in the Lease Term shall be paid on the first day of the Lease Term.

BASE PERIOD RENTAL

Period	Period Covered		Annual Rent (\$/SF)	Monthly Installments
	From	To		
Pre-Approval	January 1, 2022	Until CON Approval ¹	\$ 20.00	\$ 1,306.67
Full Rent Commencement	Date of CON Approval	Not Later than 12/31/2022 ²	\$ 28.50	\$ 1,862.00
2	January 1, 2023	December 31, 2023	\$ 29.25	\$ 1,911.00
3	January 1, 2024	December 31, 2024	\$ 30.00	\$ 1,960.00
Footnote: 1	If Certificate of Need is not approved by December 31, 2022 Tenant may exercise the option and right to terminate this Lease, subject to the conditions provided in this Lease.			
Footnote: 2	Example: if the Certificate of Need is approved November 1, 2022 Tenant Base Rent increases from \$1,306.67/month to \$1,852.00/month for two (2) months.			

**OPTION PERIOD RENTAL
(ONE, TWO YEAR PERIOD)**

Period	Period Covered		Annual Rent (\$/SF)	Monthly Installments
	From	To		
1	January 1, 2025	December 31, 2025	\$ 30.75	\$ 2,009.00
2	January 1, 2026	December 31, 2026	\$ 31.50	\$ 2,058.00

SECTION 5. Tenant's Share of Building Operating Costs and Real Property Taxes.

(a) Amount. Prior to the commencement of each Lease Year commencing with calendar year 2023, Landlord will notify Tenant of Landlord's estimate of Tenant's Share of estimated Operating Costs and Real Property Taxes for the ensuing Lease Year to the extent such Operating Costs and Real Property Taxes exceed Operating Costs and Real Property Taxes for the Base Year. Tenant's Base Year is calendar year 2022. "Tenant's Share" is defined in Section 5(b)(iii). Tenant shall pay as Additional Rent one-twelfth (1/12th) of Tenant's Share of such excess in advance on the first day of each month of each Lease Year. Following the end of each Lease Year, or upon the expiration or earlier termination of this Lease, not later than April 30 following the end of each Lease Year, Landlord will compute Tenant's Share due under this Section for such Lease Year based on actual costs and, if Tenant's Share for such Lease Year is greater than the amount already paid by Tenant for such Lease Year, Tenant shall pay Landlord the deficiency within thirty (30) days of its receipt of an invoice therefor. If the total amount paid by Tenant under this Section 5(a) as Building Operating Costs and Real Property Taxes for a Lease Year exceeds Tenant's Share, then Landlord shall credit such excess to the payment of Additional Rent thereafter coming due; provided, however, upon the expiration or sooner termination of this Lease, Landlord shall refund such excess to Tenant within thirty (30) days of such expiration or termination. If at any time during a given Lease Year Landlord obtains additional information regarding expenses, Landlord may at its election adjust the amount of the monthly installments due during the balance of the Lease Year to reflect such additional information, by giving Tenant written notice thereof, which notice shall also state the amount of the deficiency, if any, in the prior monthly payments for the Lease Year.

Tenant shall pay any such deficiency within thirty (30) days of its receipt of the notice and shall make the adjusted monthly payments for the remainder of the Lease Year.

(b) Definitions. For purposes of this Section 5, the following definitions shall apply:

(i) **"Operating Costs"** shall mean all expenses paid or incurred by Landlord in connection with maintaining, operating, repairing and administering the Building (including Common Areas) and the personal property used in conjunction therewith, including, without limitation, the costs of refuse collection, water, sewer, electricity, heat, air conditioning, fuel, light, fire protection and other utilities and services; supplies and tools; equipment rental charges; janitorial and cleaning services; window washing; snow, garbage and refuse removal; security services and systems; landscape maintenance; services of independent contractors; compensation (including employment taxes, insurance and fringe benefits) of all persons who perform duties in connection with the operation, maintenance, repair and administration of the Building, its equipment and Common Areas and facilities; insurance premiums for all insurance carried by Landlord with respect to the Building (including without limitation loss of rents coverage) and the personal property used in connection therewith; the amount of any deductibles, to the extent paid by Landlord in the event of an insured loss; licenses, permits and inspection fees; subsidies and other payments required by public bodies and costs incurred in connection with compliance with governmental requirements including, but not limited to, public transportation and parking; amounts amortized by Landlord during the Lease Year to cover the cost of replacements of Building systems and equipment and capital improvements designed to improve the operating efficiency of the Building, with such amortization to be based on the estimated useful lives of such items and annualized on a straight line basis, over such useful lives; management and administrative service fees; legal and accounting expenses and all other expenses or charges whether or not hereinabove described which, in accordance with generally accepted accounting and management practices, would be considered an expense of maintaining, operating, repairing and administering the Building excluding: (1) costs of any special services rendered to individual tenants (including, Tenant) for which a special charge is made; (2) attorneys' fees and costs related to defaults by other tenants in the Building; (3) depreciation or amortization of the original cost of the Building.

(ii) **"Real Property Taxes"** shall mean all taxes of every kind and nature on the Building and the real property on which the Building is located (the "Land") and on personal property used by Landlord in conjunction therewith, including all tenant improvements which are paid for by Landlord and not reimbursed by Tenant; surcharges and all local improvement and other assessments levied with respect to the Building, the Land, and all other property of Landlord used in connection with the operation of the Building; and any taxes levied or assessed in lieu of, in whole or in part, such real or personal property taxes; and any taxes in addition to such real and personal property taxes, including, but not limited to, taxes or license fees upon or measured by the leasing of the Building or the rents or other income collected therefrom, other than any federal or state income or inheritance tax; and all costs and expenses incurred by Landlord in efforts to reduce or minimize such taxes.

(iii) **"Tenant's Share"** shall mean the percentage determined by dividing the Rentable Area of the Premises by ninety-five percent (95%) of the Rentable Area of the Building, or the Total Net Rentable Area of the Building leased if the total area leased is greater than ninety five percent (95%) of the Net Rentable Area of the Building, as determined by Landlord as of the first (1st) day of the applicable Lease Year. If the Net Rentable Area of the Premises or Building is modified, Landlord shall adjust Tenant's Share to reflect such change.

SECTION 6. Late Charge; Interest. Time is of the essence of this Lease. If Tenant fails to pay any amount due hereunder within ten (10) days of the due date, a late charge equal to five percent (5%) of the unpaid amount shall be assessed and be immediately due and payable. In addition, interest shall accrue at the rate of eighteen percent (18%) per annum on any Base or Additional Rent which is not paid when due.

SECTION 7. Security Deposit. Tenant has deposited with Landlord the sum specified in Section 1 of this Lease. This sum shall be held by Landlord as a security deposit to secure the full and timely performance of all of Tenant's obligations under this Lease. If Tenant defaults with respect to any provision of this Lease, including, but not limited to, the provisions relating to the payment of Rent, Operating Costs and Real Property Taxes, or other charges or sums due under this Lease, Landlord may (but shall not be required to) use, apply or retain all or any part of the Security Deposit for the payment of Rent, Operating Costs and Real Property Taxes, or other charges or sums due under this Lease or any amount in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss, damage, cost or expense (including attorneys' fees) which Landlord may suffer or incur by reason of Tenant's default. If any portion of the Security Deposit is so used or applied, Tenant shall, within thirty (30) days after written demand from Landlord, deposit a certified or cashier's check with Landlord in an amount sufficient to restore the Deposit to its original amount, and Tenant's failure to do so shall constitute a default under this Lease. Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on the Security Deposit. Landlord shall return any remaining balance of the Deposit to Tenant, without any liability for interest thereon, within thirty (30) days after the expiration or prior termination of the Lease Term, or any extension thereof, provided Tenant has fully performed all of its obligations under the terms of this Lease.

SECTION 8. Tenant's Operations.

(a) Use of Premises. Tenant shall use the Premises only for the Section 1 Permitted Use and for no other purpose without Landlord's written consent. As Landlord's willingness to enter into this Lease with Tenant was predicated, in part, on the nature of Tenant's business, and the compatibility of such business

with other tenants in the Building, Tenant shall not use or permit the use of the Premises for any other business, or purpose, or under any other name, without Landlord's prior written consent. Tenant shall promptly comply, at its sole cost and expense, with the Exhibit C rules and regulations and other such rules and regulations relating to the use of the Premises, Building and Common Areas as Landlord may from time to time promulgate. Tenant shall maintain the Premises in a clean, orderly and neat fashion to conform with the high standards of the Building, permitting no odors to be emitted from the Premises and shall neither commit waste nor permit any waste to be committed thereon. Tenant shall not permit any accumulation of trash on or about the Premises. Tenant shall not create or contribute to the creation of a nuisance in either the Premises or the Building, and Tenant shall not engage in or permit any action that will disturb the quiet enjoyment of any other tenant in the Building. Tenant shall not load any portion of any floor in the Premises with more than seventy (70) pounds per square foot unless Tenant has first received Landlord's prior written consent, which consent may be conditioned upon Tenant strengthening the floor area in question at Tenant's sole cost and expense.

(b) Unlawful Use. Tenant shall not use or permit the Premises or any part thereof to be used for any purpose in violation of any municipal, county, state or federal law, ordinance or regulation, or for any purpose offensive to the standards of the community of which the Building is a part. Tenant shall promptly comply, at its sole cost and expense, with all laws, ordinances and regulations now in force or hereafter adopted relating to or affecting the condition, use or occupancy of the Premises.

(c) Liens and Encumbrances. Tenant shall keep the Premises and Building free and clear of, and shall indemnify, defend and hold Landlord harmless from, any and all, liens and encumbrances arising or growing out of Tenant's acts or omissions, or breach of this Lease or its use, improvement or occupancy of the Premises. If any lien is so filed against the Premises or Building, Tenant shall cause the same to be fully discharged and released of record within ten (10) days of demand or within such period provide Landlord with cash or other security acceptable to Landlord in an amount equal to one and one-half (1-1/2) times the amount of the claimed lien as security for its prompt removal. Landlord shall have the right to disburse such security to cause the removal of the lien if a judgment is entered against Tenant in the lien proceeding, if such lien causes difficulties for Landlord in connection with its financing of the Building, if Tenant is otherwise in default under this, Lease or if Landlord otherwise deems such necessary, in Landlord's sole discretion.

(d) Hazardous Substances. Tenant shall not, without Landlord's prior written consent, permit the storage, use, sale, release, generation or disposal of any Hazardous Substances (defined below) on or about the Premises or Building. With respect to any Hazardous Substances stored with Landlord's consent, Tenant shall: promptly, timely and completely comply with all governmental requirements for reporting and record keeping; submit to Landlord true and correct copies of all reports, manifests and identification numbers at the same time as they are required to be and/or are submitted to the appropriate governmental authorities; within five (5) days of Landlord's request, provide evidence satisfactory to Landlord of Tenant's compliance with all applicable governmental rules, regulations and requirements; and comply with all governmental rules, regulations and requirements regarding the proper and lawful use, sale, transportation, generation, treatment and disposal of Hazardous Substances. Any and all costs incurred by Landlord and associated with Landlord's inspections of the Premises and Landlord's monitoring of Tenant's compliance with this Section 8(d), including Landlord's attorneys' fees and costs, shall be Additional Rent and shall be due and payable to Landlord within ten (10) days of Landlord's demand. Tenant shall be fully and completely liable to Landlord for any and all cleanup costs and expenses and any and all other charges, expenses, fees, fines, penalties (both, civil and criminal) and costs imposed with respect to Tenant's use, disposal, transportation, generation and/or sale of Hazardous Substances in or about the Premises or Building. Tenant shall indemnify, defend and hold Landlord and any lenders to Landlord ("**Lender**") harmless from any and all of the costs, fees, penalties, charges and expenses assessed against, or imposed, upon Landlord, and Lender (as well as Landlord's and Lender's attorneys' fees and costs) as a result of Tenant's use, disposal, transportation, generation and/or sale of Hazardous Substances. Tenant shall provide Landlord with all service records pertaining to any equipment in the Premises which contain or use chlorofluoral carbons ("**CFCs**"). All maintenance on said equipment shall be in accordance with applicable laws and regulations (including the Clean Air Act). Appropriate record keeping shall be kept and a copy therefor forwarded to Landlord. Any equipment in the Premises which generates Hazardous Substances shall be maintained pursuant to appropriate service contracts, copies of which shall be provided to Landlord.

As used herein, "**Hazardous Substances**" shall mean any matter (whether gaseous, liquid or solid) which is or may be harmful to persons or property, including but not limited to materials now or hereafter designated as a hazardous or toxic waste or substance under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC 9601, et seq., all as now or hereafter amended, or which may now or hereafter be regulated under any other federal, state, or local law, statute, ordinance or regulation pertaining to health, industrial hygiene or the environment, including, without limitation, (i) any asbestos and/or asbestos containing materials (collectively "**ACMs**") regardless of whether such ACMs are in a friable or non-friable state, or (ii) any matter designated as a hazardous substance pursuant to Section 311 of the Federal Water Pollution Control Act (33 USC 1317), (iii) any matter defined as a hazardous waste pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, (42 USC 6901 et seq) pertaining to health or the environment, or (iv) toxic mold. "Hazardous Substances" shall not include ordinary cleaning and maintenance products which are used with due care and in accordance with applicable law and the instructions of the manufacturer of such products in the reasonable and prudent conduct of Tenant's business on the Premises.

(e) Signs. Tenant shall not erect or place, or permit to be erected or placed, or maintain any signs of any nature or kind whatsoever on the exterior walls or windows of the Premises or elsewhere in the Building, with the exception of a sign identifying Tenant which shall be placed on or near the front door of the Premises. The size, style and location of Tenant's signage shall be similar to that of other tenants in the

Building and shall be subject to Landlord's prior reasonable approval. Tenant's name shall also be placed by Landlord, at Landlord's expense, in the Tenant Directory located in the first floor lobby of the Building.

SECTION 9. Utilities and Services.

(a) Tenant's Responsibility. Tenant shall be solely responsible for and shall promptly pay when due all charges for telephone and all other utilities which are separately metered and supplied to the Premises.

(b) Services. Landlord shall cause the Common Areas of the Building to be maintained in reasonably good order and condition, except for damage occasioned by any act or omission of Tenant or Tenant's officers, contractors, agents, invitees, licensees or employees, the repair of which shall be paid for by Tenant and the actions of other tenants. Landlord shall furnish the Premises with electricity for office use, including lighting and low power usage (110 volt) office machines, water and elevator services. Landlord shall also provide customary building janitorial service on weekdays, other than holidays. From 7:00 a.m. to 6:00 p.m. on weekdays and 8:00 a.m. to Noon on Saturday, excluding legal holidays ("**Normal Business Hours**"), Landlord shall furnish the Premises with heat and air conditioning services. If requested by Tenant, Landlord shall furnish heat and air conditioning services at times other than Normal Business Hours, and janitorial services on other days, and Tenant shall pay for the cost of such services at rates established by Landlord as Additional Rent.

(i) Janitorial. If Tenant requires janitorial services of a different kind or a more intense level than Landlord customarily provides for the Building, Tenant shall promptly pay Landlord for the additional costs and expenses incurred by Landlord in providing such services.

(ii) Additional Service. The Building standard mechanical system is designed to accommodate loads created by general lighting and office equipment. If Tenant installs any additional lighting or equipment in excess of standard Building loads, Landlord may (at Tenant's expense) have an engineer review Tenant's usage to determine if the Building system is capable of safely and adequately handling the additional load. If the engineer determines that Tenant's usage exceeds the Building system capability or that the Building system is otherwise inadequate for the additional lighting or equipment or that such additional lighting or equipment creates a safety risk, Landlord may, in its sole discretion, install at Tenant's expense additional capacity to meet Tenant's requirements and separate metering to account for the increased usage. If separate metering is installed, Tenant shall reimburse Landlord for electrical costs in accordance with Section 9.

(iii) Interruption. Unless due to Landlord's gross negligence or willful misconduct, Landlord shall not be liable for any loss, injury or damage to person or property caused by or resulting from any variation, interruption or failure of services due to any cause whatsoever, including, but not limited to, electrical surges, or from failure to make any repairs or perform any maintenance. Unless due to Landlord's gross negligence or willful misconduct, no temporary interruption or failure of such services incident to the making of repairs, alterations or improvements or due to accident, strike or conditions or events beyond Landlord's reasonable control shall be deemed an eviction of Tenant or to relieve Tenant from any of Tenant's obligations hereunder or to give Tenant a right of action against Landlord for damages.

Notwithstanding the foregoing, Landlord shall not be responsible for providing regular building services to the Premises prior to the Delivery Date.

(c) Telecommunications. All telephone, telecommunications and internet/broadband services desired by Tenant shall be contracted for by Tenant directly with the applicable provider at Tenant's sole cost and expense. Tenant shall separately contract with a telephone, telecommunications or internet/broadband provider (a "**Provider**") to provide services to the Premises. If Tenant desires to utilize the services of a Provider whose equipment is not presently servicing the Building, such Provider must obtain the written consent of Landlord, which shall not be unreasonably withheld, before it will be permitted to install its Lines or other equipment within the Building. Landlord's consent to the installation of Lines or equipment within the Building by any Provider shall be evidenced by a written agreement between Landlord and the Provider, which contains terms and conditions acceptable to Landlord in its sole discretion. Landlord's refusal for any reason whatsoever to consent to any prospective Provider shall not be deemed a default or breach by Landlord of its obligations under this Lease. Landlord makes no warranty or representation to Tenant as to the suitability, capability or financial strength of any Provider whose equipment is presently serving the Building, and Landlord's consent to a Provider whose equipment is not presently serving the Building shall not be deemed to constitute such a representation or warranty. To the extent the service by a Provider is interrupted, curtailed or discontinued for any reason whatsoever, Landlord shall have no obligation or liability in connection therewith unless the interruption is caused by the negligence or intentional misconduct of Landlord, and it shall be the sole obligation of Tenant at its expense to obtain substitute service. All telephone, telecommunications or internet/broadband Lines installed by or on behalf of Tenant shall be (i) installed in accordance with Section 12, and (ii) clearly marked with adhesive plastic labels (or plastic tags attached to such Lines with wire) to show Tenant's name, suite number, and the purpose of such Lines (1) every six (6) feet outside the Premises (including any electrical rooms or Common Areas), and (2) at their termination points. Unless otherwise notified by Landlord, Tenant, at its expense and before the expiration or earlier termination hereof, shall remove all Lines installed pursuant to this Lease and repair any resulting damage. "**Lines**" means all communications or computer wires and cables serving the Premises. The provisions of this paragraph are solely for the benefit of Tenant and Landlord, are not for the benefit of any third party, specifically including without limitation, no Provider shall be deemed a third-party beneficiary hereof.

SECTION 10. Licenses and Taxes. Tenant shall be liable for, and shall pay prior to delinquency, all license and excise fees and occupation taxes covering the business conducted on the Premises and all personal property taxes and other impositions levied with respect to all personal property located at the Premises. If any governmental authority levies a tax or license fee on rents payable under this Lease or rents accruing from use of the Premises or a tax or license fee in any form against Landlord or Tenant because of or measured by or based upon income derived from the leasing or rental thereof, or a transaction privilege tax, such tax or license fee shall be paid by Tenant, either directly if required by law, or by reimbursing Landlord for the amount thereof upon demand.

SECTION 11. Intentionally Deleted.

SECTION 12. Alterations by Tenant. After completion of the work, if any, to be performed by Tenant under terms of Exhibit B, Tenant shall not make any alterations, additions or improvements in or to the Premises without first submitting to Landlord professionally-prepared plans and specifications for such work and obtaining Landlord's prior written approval thereof. As a condition to its approval to Tenant's alterations, Landlord shall identify any proposed alterations that must be removed by Tenant, at Tenant's expense, upon the expiration or earlier termination of the Lease (the "**Designated Improvements**"). Tenant covenants that it will cause all such alterations, additions and improvements to be performed at Tenant's sole cost and expense by a contractor approved by Landlord and in a manner which (a) is consistent with the Landlord-approved plans and specifications and any conditions imposed by Landlord in connection therewith; (b) is in conformity with first class commercial standards; (c) includes acceptable insurance coverage for Landlord's benefit; (d) does not affect the structural integrity of the Building or the Building's systems; (e) does not disrupt the business or operations of adjoining tenants or the operations of the Building; and (f) does not invalidate or otherwise affect the construction and systems warranties then in effect with respect to the Building. Tenant shall secure all governmental permits and approvals and comply with all other applicable governmental requirements and restrictions; reimburse Landlord for all expenses incurred in connection therewith. Tenant shall indemnify, defend and hold Landlord harmless from and against all losses, liabilities, damages, liens, costs, penalties and expenses (including attorneys' fees, but without waiver of the duty to hold harmless) arising from or out of the performance of such alterations, additions and improvements, including, but not limited to, all which arise from or out of Tenant's breach of its obligations under terms of this Section 12. Upon the expiration or earlier termination of this Lease, Tenant shall, at Landlord's election, either (a) at Tenant's expense, and except as otherwise notified by Landlord, remove the Designated Improvements installed by Tenant, repair any damage to the Premises or Building resulting from the removal of the Designated Improvements or the removal of any other furniture, fixtures and equipment removed by Tenant, and restore the affected portion of the Premises, or (b) pay Landlord an amount equal to the estimated cost of such work, as reasonably determined by Landlord. All alterations, additions and improvements (expressly including all light fixtures, heating, ventilation and air conditioning, units and floor, window and wall coverings) not removed by Tenant, except Tenant's moveable trade fixtures and appliances and equipment not affixed to the Premises, shall immediately become the property of Landlord without any obligation on its part to pay therefor.

SECTION 13. Care of Premises. Tenant shall take good care of the Premises and shall reimburse Landlord for all damage done to the Building or Premises, occasioned by any act or omission of Tenant or Tenant's officers, contractors, agents, invitees, licensees or employees, including, but not limited to, cracking or breaking of glass. If Tenant fails to take good care of the Premises, Landlord may, at its option, do so, and in such event, upon receipt of written statements from Landlord, Tenant shall promptly pay the entire cost thereof as Additional Rent. Landlord shall have the right to enter the Premises for such purposes. Landlord shall not be liable for interference with light, air or view. All normal repairs, other than repairs to the Premises necessitated by normal wear and tear, necessary to maintain the Premises and Building in a reasonable condition, as determined by Landlord, shall be performed under Landlord's direction and at its expense, except as otherwise provided herein. Except as provided in Section 20, or as otherwise due to Landlord's gross negligence or willful misconduct, there shall be no abatement or reduction of rent arising by reason of Landlord's making of repairs, alterations or improvements.

SECTION 14. Surrender of Premises. At the expiration or sooner termination of the Lease Term, Tenant shall return the Premises to Landlord in the same condition in which received (or, if altered, then the Premises shall be returned in such altered condition unless otherwise directed by Landlord pursuant to Section 12), reasonable wear and tear excepted. Prior to such return, Tenant shall remove its moveable trade fixtures and appliances and equipment which have not been attached to the Premises, all CFCs and all other equipment containing Hazardous Substances, and unless otherwise directed by Landlord, all telephone, computer and other communication systems, cabling and equipment, and shall restore the Premises to the condition they were in prior to the installation of said items and repair any damage resulting from their removal. Promptly after removing all of its property as required by the preceding sentence, Tenant shall schedule with Landlord an inspection of the vacated Premises. In no event shall Tenant remove any item paid for by Landlord or any floor coverings; heating, ventilating and air conditioning equipment; lighting equipment or fixtures; or floor, window or wall coverings unless otherwise specifically directed by Landlord in writing. Tenant's obligations under this Section 14 shall survive the expiration or termination of this Lease. Tenant shall indemnify Landlord, for all damages and losses suffered as a result of Tenant's failure to so redeliver the Premises on a timely basis. No action or inaction on the part of Landlord or its agents (including, but not limited to, acceptance of keys to the Premises) shall constitute Landlord's acceptance of an early surrender and/or termination of this Lease absent a writing to that effect signed by Landlord.

SECTION 15. Waiver; Indemnity.

(a) **Tenant Indemnity.** Unless due to Landlord's gross negligence or willful misconduct, Landlord shall not be liable for any injury to any person (including death), or for any loss of or damage to any property (including property of Tenant) occurring in or about the Premises from any cause whatsoever. Tenant

shall indemnify, defend (using legal counsel acceptable to Landlord) and save Landlord, its partners, officers, agents, employees and contractors, Lenders and other tenants and occupants of the Building harmless from all claims, suits, losses, damages, fines, penalties, liabilities and expenses (including Landlord's personnel and overhead costs and attorneys' fees and other costs incurred in connection with claims, regardless of whether such claims involve litigation) resulting from any actual or alleged injury (including death) of any person or from any actual or alleged loss of or damage to, any property arising out of or in connection with (i) Tenant's occupation, use or improvement of the Premises, or that of its employees, agents or contractors, (ii) Tenant's breach of its obligations hereunder, or (iii) any act or omission of Tenant or any subtenant, licensee, assignee or concessionaire of Tenant, or of any officer, agent, employee, guest or invitee of Tenant, or of any such entity in or about the Premises. Tenant agrees that the foregoing indemnity specifically covers actions brought by its own employees. This indemnity with respect to acts or omissions during the term of this Lease shall survive termination or expiration of this Lease. The foregoing indemnity is specifically and expressly intended to, constitute a waiver of Tenant's immunity under Washington's Industrial Insurance Act, RCW Title 51, to the extent necessary to provide Landlord with a full and complete indemnity from claims made by Tenant and its employees, to the extent of their negligence. Tenant shall promptly notify Landlord of casualties or accidents occurring in or about the Premises. **LANDLORD AND TENANT ACKNOWLEDGE THAT THE INDEMNIFICATION PROVISIONS OF SECTION 12 AND THIS SECTION 15 WERE SPECIFICALLY NEGOTIATED AND AGREED UPON BY THEM.**

(b) Release of Claims. Unless due to Landlord's gross negligence or willful misconduct, Tenant hereby fully and completely waives and releases all claims against Landlord for any losses or other damages sustained by Tenant or any person claiming through Tenant resulting from any accident or occurrence in or upon the Premises, including but not limited to: any defect in or failure of Building equipment; any failure to make repairs; any defect, failure, surge in, or interruption of Building facilities or services; any defect in or failure of Common Areas; broken glass; water leakage; the collapse of any Building component; or any act, omission or negligence of co-tenants, licensees or any other persons or occupants of the Building.

(c) Limitation of Indemnity. If losses, liabilities, damages, liens, costs and expenses covered by Tenant's indemnities are caused by the sole negligence of Landlord or by the concurrent negligence of both Landlord and Tenant, their employees, agents, invitees and licensees, then, if and to the extent so required by then applicable law, Tenant shall indemnify Landlord only to the extent of Tenant's own negligence or that of its officers, agents, employees, guests or invitees.

SECTION 16. Insurance. Tenant shall, at its own expense, maintain comprehensive or commercial general liability insurance with broad form and stop gap endorsements with combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000) and Two Million Dollars (\$2,000,000) in the aggregate, with excess or umbrella liability coverage of at least One Million Dollars (\$1,000,000) over Tenant's primary liability limits. Landlord shall have the right to periodically review the appropriateness of such limits in view of inflation and/or changing industry conditions and to require an increase in such limits upon ninety (90) days prior written notice. Landlord and any Lender or agent of Landlord designated by Landlord shall be named as additional insureds and shall be furnished with a certificate of insurance or a copy of such policy or policies of insurance, as required by Landlord. Tenant shall provide at least thirty (30) days prior written notice to Landlord of any material change, non-renewal, or cancellation of its insurance policy. The first such certificate of insurance must be delivered to Landlord prior to the date on which Tenant first takes occupancy of the Premises, whether such occupancy is for the purpose of moving in, installing equipment, constructing tenant improvements, conducting business or otherwise. During the Lease Term, Tenant shall also maintain at its own expense insurance covering its furniture, fixtures, equipment and inventory and all improvements which it makes to the Premises in an amount equal to the full insurable value thereof, against fire and such other perils as are covered by an all risk policy with plate glass endorsement, including water damage and sprinkler leakage. All insurance required of Tenant under this Lease shall (a) be issued by insurance companies authorized to do business in the State of Washington and having a Best's financial rating of at least A-V, or with companies otherwise acceptable to Landlord; (b) be issued as a primary policy, or under a blanket policy, not contributing with and not in excess of coverage which Landlord (or its agents) may carry; and (c) in the case of the liability policy, contain a contractual liability coverage endorsement covering Tenant's indemnification duties. If Tenant fails to maintain such insurance, Landlord (or its agents) may do so, and Tenant shall reimburse Landlord (or Landlord's agent, as applicable) for the full expense thereof upon demand. Tenant shall not keep or use in or about the Premises any article which is prohibited by Landlord's insurance policy. Tenant shall pay immediately any increase in Landlord's premiums for insurance during the term of this Lease which results from Tenant's use of the Premises.

SECTION 17. Waiver of Subrogation. Neither Landlord nor Tenant shall be liable to the other party or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or tangible personal property of the other occurring in or about the Premises or Building, even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees, if such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required to be covered by insurance under terms of this Lease. Each party shall use its best efforts to cause each insurance policy obtained by it to contain the waiver of subrogation clause.

SECTION 18. Assignment or Sublease. Tenant shall not sublet or encumber the whole or any part of the Premises, permit persons or entities other than Tenant or its employees to occupy all or any portion of the Premises, nor shall this Lease or any interest thereunder be assignable or transferable by operation of law or by any process or proceeding of any court or otherwise without the prior written consent of Landlord. The granting of consent to a given transfer shall not constitute a waiver of the consent requirement as to future transfers. In lieu of giving its consent, Landlord shall have the right to terminate the Lease as to the portion of the Premises affected by the action for which Landlord's consent is requested and recover possession thereof from Tenant within twenty (20) days following written notice thereof to Tenant. All costs incurred by Landlord

in separating the remainder of the Premises from the area so retaken shall be paid by Tenant as Additional Rent. Any assignment or sublease, without Landlord's prior written consent shall, at Landlord's option be void. No assignment or sublease shall release Tenant from primary liability hereunder. Each assignment and sublease shall be by an instrument in writing in form satisfactory to Landlord. In addition, Tenant agrees that if Tenant assigns its interest in this Lease or sublets the Premises, Tenant shall pay to Landlord 50% of any and all consideration received by Tenant for such assignment or sublease, net of the direct costs incurred by Tenant for improvements or brokerage fees. If Tenant is a corporation, then any transfer of this Lease by merger, consolidation or liquidation, or any direct or indirect change, in the ownership of, or power to vote the majority of, Tenant's outstanding voting stock, shall not constitute an assignment for the purposes of this Lease. If Tenant is a partnership or a limited liability company, then a change in general partners or members in or voting or decision-making control of the partnership or limited liability company shall not constitute an assignment. Tenant shall also pay all legal fees and other costs incurred by Landlord in connection with Landlord's consideration of Tenant's request for approval of assignments or subleases, including assignments for security purposes, up to \$1,000.00 per request.

SECTION 19. Assignment by Landlord. If Landlord sells or otherwise transfers the Building, or if Landlord assigns its interest in this Lease, other than an assignment solely for security purposes, such purchaser, transferee, or assignee thereof shall be deemed to have assumed Landlord's obligations hereunder, and Landlord shall thereupon be relieved of all liabilities hereunder arising thereafter, but this Lease shall otherwise remain in full force and effect. Tenant shall attorn to Landlord's successor.

SECTION 20. Destruction. If the Premises are rendered partially or totally untenantable by fire or other casualty, and if the damage is repairable within three (3) months from the date of the occurrence, then if insurance proceeds are available to pay the full cost of the repairs Landlord shall repair the Premises with due diligence; otherwise Landlord may elect to terminate this Lease. Notwithstanding the foregoing, however, if the casualty occurs during the last twelve (12) months of the Lease Term, Landlord may terminate this Lease unless the damage is repairable by the sooner of (i) that date which is sixty (60) days from the date of the occurrence, or (ii) the Expiration Date of this Lease. Base Rent shall be abated in the proportion that the untenantable portion of the Premises bears to the whole thereof, as determined by Landlord, for the period from the date of the casualty to the completion of the repairs, unless the casualty results from or is contributed to by the negligence of Tenant or its officers, contractors, agents, invitees, guests or employees or Tenant's breach of this Lease. If thirty percent (30%) or more of the Building Rentable Area is destroyed or damaged, then regardless of whether the Premises are damaged, Landlord may elect to terminate this Lease. Landlord shall advise Tenant of Landlord's election to repair or terminate by giving notice to Tenant thereof within thirty (30) days after the occurrence. In the event of damage by casualty, Tenant shall, at its sole cost and expense, repair all damage to its own personal property and to all improvements which Tenant has made to the Premises. Landlord shall not be liable to Tenant for damages, compensation or other sums for inconvenience, loss of business or disruption arising from any repairs to or restoration of any portion of the Building or Premises.

SECTION 21. Eminent Domain.

(a) Taking. If all of the Premises are taken by Eminent Domain, this Lease shall terminate as of the date Tenant is required to vacate the Premises and all Base Rent and Additional Rent shall be paid to that date. The term "**Eminent Domain**" shall include the taking or damaging of property by, through or under any governmental or statutory authority, and any purchase or acquisition in lieu thereof, whether the damaging or taking is by government or any other person. If a taking of any part of the Premises by Eminent Domain renders the remainder thereof unusable for the business of Tenant, in the reasonable judgment of Landlord, the Lease may, at the option of either party, be terminated by written notice given to the other party not more than thirty (30) days after Landlord gives Tenant written notice of the taking, and such termination shall be effective as of the date when Tenant is required to vacate the portion of the Premises so taken. If this Lease is so terminated, all Base Rent and Additional Rent shall be paid to the date of termination. Whenever any portion of the Premises is taken by Eminent Domain and this Lease is not terminated, Landlord shall at its expense proceed with all reasonable dispatch to restore, to the extent of available proceeds and to the extent it is reasonably prudent to do so, the remainder of the Premises to the condition they were in immediately prior to such taking, and Tenant shall at its expense proceed with all reasonable dispatch to restore its personal property and all improvements made by it to the Premises to the same condition they were in immediately prior to such taking. The Base Rent and Additional Rent payable hereunder shall be reduced from the date Tenant is required to partially vacate the Premises in the same proportion that the Rentable Area taken bears to the total Rentable Area of the Premises prior to taking.

(b) Award. Landlord reserves all right to the entire damage award or payment for any taking by Eminent Domain, and Tenant waives all claim whatsoever against Landlord for damages for termination of its leasehold interest in the Premises or for interference with its business. Tenant hereby grants and assigns to Landlord any right Tenant may now have or hereafter acquire to such damages and agrees to execute and deliver such further instruments of assignment as Landlord may from time to time request. Tenant shall, however, have the right to claim from the condemning authority all compensation that may be recoverable by Tenant on account of any loss incurred by Tenant in moving Tenant's merchandise, furniture, trade fixtures and equipment, provided, however, that Tenant may claim such damages only if they are awarded separately in the Eminent Domain proceeding and not out of or as part of Landlord's damages.

SECTION 22. Default by Tenant.

(a) Definition. Time is of the essence of this Lease. If Tenant violates or breaches or fails to keep or perform any covenant, term or condition of this Lease, or if Tenant or any guarantor of Tenant's obligations under this Lease ("**Guarantor**") files or is the subject of a petition in bankruptcy, or if a trustee or receiver is appointed for Tenant's or Guarantor's assets or if Tenant or Guarantor makes an assignment for the

benefit of creditors, or if Tenant or Guarantor is adjudicated insolvent, Tenant shall be deemed in default hereunder (a "**Default**"). If a Default continues for or is not remedied within ten (10) days (or, if no Default in the Rent is involved, within thirty (30) days) after notice in writing thereof given by Landlord to Tenant specifying the Default, then Landlord shall have the following rights and remedies, at its option which are not exclusive: (i) to declare the term hereof ended and to reenter the Premises and take possession thereof and remove all persons therefrom; (ii) to cure such Default on Tenant's behalf and at Tenant's sole expense and charge Tenant for all costs and expenses incurred by Landlord in effecting such cure as Additional Rent; (iii) without declaring this Lease terminated, to reenter the Premises and occupy the whole or any part thereof for and on account of Tenant and to collect any unpaid Rent which has become payable, or which may thereafter become payable; or (iv) even though it may have reentered the Premises, at any time thereafter elect to terminate this Lease and all of the rights of Tenant in or to the Premises. Landlord acknowledges its legal obligation to mitigate damages arising from any default by Tenant.

(b) Re-entry. If Landlord reenters the Premises under option (iii) of Section 22 (a), Landlord shall not be deemed to have terminated this Lease or the liability of Tenant to pay any Rent thereafter accruing as it becomes due, or to have terminated Tenant's liability for damages under any of the provisions hereof, by any such reentry or by any action, in unlawful detainer or otherwise, to obtain possession of the Premises, unless Landlord shall have notified Tenant in writing that it has so elected to terminate this Lease, and Tenant shall be liable for and reimburse Landlord upon demand for all costs and expenses of every kind and nature incurred in retaking possession of the Premises and all other losses suffered by Landlord as a consequence of Tenant's Default. In the event of any entry or taking possession of the Premises, Landlord shall have the right, but not the obligation, to remove therefrom all or any part of the personal property located therein and may place the same in storage at a public warehouse at the expense and risk of Tenant.

(c) Termination. If Landlord elects to terminate this Lease pursuant to the provisions of options (i) or (iv) of Section 22(a), Landlord may recover from Tenant as damages, the following: (i) the worth at the time of award of any unpaid Rent which had been earned at the time of such termination; plus (ii) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of the Rent loss Tenant proves could have been reasonably avoided; plus (iii) the worth at the time of award of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of the Rent loss that Tenant proves could be reasonably avoided; plus (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to, any costs or expenses incurred by Landlord in retaking possession of the Premises, including reasonable attorneys' fees therefor; maintaining or preserving the Premises after such Default; preparing the Premises for reletting to a new tenant, including repairs or alterations to the Premises for such reletting; leasing commissions; and any other costs necessary or appropriate to relet the Premises; and (v) such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by the laws of the State of Washington. As used in items (i) and (ii) of this Section 22(c), the "worth at the time of award" shall be computed by allowing interest at the interest rate specified in Section 6 of this Lease. As used in item (iii) above, the "worth at the time of award" shall be computed by using the then applicable discount rate quoted by the Federal Reserve Bank of San Francisco or its successor. For purposes of this Section 22 only, the term "**Rent**" shall be deemed to be the Base Rent and all Additional Rent and other sums required to be paid by Tenant pursuant to the terms of this Lease. All other sums, other than Base Rent for the purpose of calculating any amount due under the provisions of item (iii) above in this subparagraph (c), shall be computed on the basis of the average monthly amount thereof accruing during the immediately preceding twelve (12) month period, except that if it becomes necessary to compute such amounts before such a twelve (12) month period has occurred, then such amounts shall be computed on the basis of the average monthly amount hereof accruing during such shorter period.

(d) Tenant Bankruptcy. Tenant (as either debtor or debtor-in-possession) further agrees that if a petition ("**Petition**") is filed by or against Tenant under any chapter of Title 11 of the United States Code (the "**Bankruptcy Code**"), the following provisions shall apply:

(i) Adequate protection for Tenant's obligations accruing after filing of the Petition and before this Lease is rejected or assumed shall be provided within fifteen (15) days after filing in the form of a security deposit equal to six (6) months' Base Rent and Additional Rent to be held by the court or an escrow agent approved by Landlord and the court.

(ii) The sum of all amounts payable by Tenant to Landlord under this Lease constitutes reasonable compensation for the occupancy of the Premises by Tenant.

(iii) Tenant or the bankruptcy Trustee shall give Landlord at least thirty (30) days written notice of any abandonment of the Premises or any proceeding relating to administrative claims. If Tenant abandons without notice, Tenant or the bankruptcy Trustee shall stipulate to entry of an order for relief from stay to permit Landlord to reenter and relet the Premises.

(iv) If Tenant fails to timely and fully perform any of its obligations under this Lease before the filing of the Petition, whether or not Landlord has given Tenant written notice of that failure and whether or not any time period for cure expired before the filing of the Petition, Tenant shall be deemed to have been in Default on the date the Petition was filed for all purposes under the Bankruptcy Code.

(v) For the purposes of Section 365(b)(1) of the Bankruptcy Code, prompt cure of defaults shall mean cure within thirty (30) days after assumption.

(vi) For the purposes of Section 365(b)(1) and 365(f)(2) of the Bankruptcy Code, adequate assurance of future performance of this Lease by Tenant, Trustee or any proposed assignee will require that Tenant, Trustee or the proposed assignee deposit the amount specified in subsection (d)(i) above an escrow fund (to be held by the court or an escrow agent approved by Landlord and the court) as security for such future performance. In addition, if this Lease is to be assigned, adequate assurance of future performance by the proposed assignee shall require that: (i) the assignee have a tangible net worth not less than the tangible net worth of Tenant as of the Commencement Date or that such assignee's performance be unconditionally guaranteed by a person or entity that has a tangible net worth not less than the tangible net worth of Tenant as of the Commencement Date; (ii) the assignee demonstrates that it possesses a history of success in operating a business of similar size and complexity in a similar market as Tenant's business; and (iii) assignee assumes in writing all of Tenant's obligations relating to the Premises or this Lease.

SECTION 23. Landlord's Remedies Cumulative; Waiver. Landlord's rights and remedies hereunder are not exclusive, but cumulative, and Landlord's exercise of any right or remedy due to a default or breach by Tenant shall not be deemed a waiver of, or alter, affect or prejudice any other right or remedy which Landlord may have under this Lease or by law or in equity. Neither the acceptance of Rent nor any other acts or omissions of Landlord at any time or times after the happening of any event authorizing the cancellation or forfeiture of this Lease shall operate as a waiver of any past or future violation, breach or failure to keep or perform any covenant, agreement, term or condition hereof or to deprive Landlord of its right to cancel or forfeit this Lease, upon the written notice provided for herein, at any time that cause for cancellation or forfeiture may exist, or be construed so as at any future time to estop Landlord from promptly exercising any other option, right or remedy that it may have under any term or provision of this Lease.

SECTION 24. Default by Landlord; Lender Protection.

(a) Landlord shall not be in default unless Landlord fails to perform its obligations under this Lease within thirty (30) days after its receipt of notice of nonperformance from Tenant; provided that if the default cannot reasonably be cured within the thirty (30) day period, Landlord shall not be in default if Landlord commences the cure within the thirty (30) day period and thereafter diligently pursues such cure to completion.

(b) In the event of any uncured default by Landlord, which default would entitle Tenant to terminate this Lease, Tenant shall not terminate this Lease or pursue any other remedy unless Tenant has notified Lender of the nature and extent of the default, at least thirty (30) days in advance of the proposed effective date of such termination. During said thirty (30) day period Lender shall be entitled to commence to cure the default. If the default is not susceptible of cure with due diligence within said thirty (30) day period, the Lease shall not be terminated if the Lender shall have commenced to cure the default within said thirty (30) day period and pursues the cure with due diligence thereafter. If the default is one which is not susceptible to cure by the Lender within said thirty (30) day period because the Lender is not in possession of the Building, such thirty (30) day period shall be extended to include time needed to obtain possession thereof by the Lender power of sale, judicial foreclosure or such other legal action required to recover possession provided that such avenues are pursued with due diligence.

SECTION 25. Attorneys' Fees. If either party retains the services of an attorney in connection with enforcing the terms of this Lease, or if suit is brought for the recovery of Base Rent or Additional Rent due under this Lease or for the breach of any covenant or condition of this Lease or for the restitution of the Premises to Landlord and/or eviction of Tenant during the term of this Lease or after the expiration thereof, the substantially prevailing party therein will be entitled to recover from the other party the substantially prevailing party's reasonable attorneys' fees, witness fees and other court costs incurred in connection therewith at trial and on appeal.

SECTION 26. Access by Landlord. Landlord and its agents shall have the right to enter the Premises at any time to examine the same, and to show them to prospective purchasers, lenders or tenants, and to make such repairs, alterations, improvements, additions or improvements to the Premises or Building as Landlord may deem necessary or desirable. If Tenant is not personally present to permit entry and an entry is necessary in an emergency, Landlord may enter the same by master key or may forcibly enter the same, without rendering Landlord liable therefor. Nothing contained herein shall be construed to impose upon Landlord any duty of repair or other obligation not specifically stated in this Lease. Tenant shall change the locks to the Premises only through Landlord and upon paying Landlord for all costs related thereto.

SECTION 27. Holding Over. Any holding over by Tenant after the expiration of the term hereof consented to in advance in writing by Landlord shall be construed as a tenancy from month-to-month on the terms and conditions set forth herein, except for Base Rent which shall be increased to one and one-quarter (1-1/4) times the Base Rent in effect during the last month hereof preceding the holdover period for the first two holdover months and thereafter one and one-half (1-1/2) times the Base Rent in effect during the last month hereof preceding the holdover period. Any holdover tenancy may be terminated by either party upon thirty (30) days written notice to the other party. If Tenant fails to surrender the Premises upon the termination of this Lease, Tenant shall indemnify, defend and hold harmless Landlord from all losses, damages, liabilities and expenses resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any succeeding tenant arising out of such failure.

SECTION 28. Lease Subordinate to Mortgages. This Lease shall be automatically subordinate to all of Landlord's mortgages or deeds of trust which heretofore and hereafter encumber the Land or the Premises, to any sale and leaseback, to any and all advances made or to be made thereunder, to the interest on the obligations secured thereby, and to all renewals, modifications, consolidations, replacements or extensions thereof. This subordination shall be self-operative, and no further instrument of subordination shall be necessary to effect such subordination; nevertheless, Tenant shall execute such additional

instrument of subordination as may be required by any Lender if such instrument of subordination shall provide that so long as Tenant is not in Default hereunder beyond the applicable cure period, Tenant shall have continued enjoyment of the Premises free from any disturbance or interruption by reason of any foreclosure of Lender's deed of trust or mortgage. Notwithstanding the foregoing, Landlord's mortgagee(s) may subordinate the lien of their deed(s) of trust to this Lease by filing a notice of subordination with the King County recorder at any time before said mortgagee conducts a sale or foreclosure. In the event no such notice of subordination is filed prior to a sale or foreclosure of any such mortgage or deed of trust, or exercise of the power of sale thereunder, or in the event of a transfer in lieu of foreclosure, Tenant shall attorn to the purchaser (or transferee) of the Premises at such foreclosure or sale (the "New Owner") and recognize such New Owner as Landlord under this Lease if so requested by New Owner. Such attornment shall be self-operative and no further instruments need be executed to effect such attornment. If any Lender elects to have this Lease superior to its mortgage or deed of trust and gives notice of its election to Tenant, then this Lease shall thereupon become superior to the lien of such mortgage or deed of trust, whether this Lease is dated or recorded before or after the mortgage or deed of trust. Notwithstanding the foregoing, so long as Tenant is not in Default under any term or provision of this Lease and Tenant has executed a Subordination, Nondisturbance and Attornment Agreement that shall have been requested by such mortgagee, Tenant shall have the continued enjoyment of the Premises free from any disturbance or interruption by any mortgagee or beneficiary of a deed of trust or any purchaser at a foreclosure or private sale of the Premises as the result of Landlord's default under such mortgage or deed of trust. New Owner shall not be liable to cure prior Landlord's defaults except that following a reasonable cure period, New Owner shall cure prior Landlord's defaults which are of a continuing nature and which New Owner had received notice of prior to becoming the New Owner. New Owner shall not be liable for the return of Tenant's Security Deposit unless the deposit is actually delivered by Landlord to the New Owner, nor shall New Owner be liable for Rent paid by Tenant more than one (1) month in advance. In the event of a default in this Lease by Landlord which gives rise to a claim by Tenant that it might terminate this Lease or abandon possession of the Premises, Tenant shall (a) give all mortgagees of record written notice specifying the default, (b) not terminate this Lease or abandon possession if, within sixty (60) days after receipt of such notice Landlord or mortgagee(s) (i) cures or commences to cure such default; (ii) institutes a suit to foreclose their mortgage(s); or (iii) otherwise proceeds to acquire Landlord's interest, and thereafter proceeds with due diligence to conclude foreclosure or acquisition. Following written notice to Tenant by Landlord's mortgagee that Landlord is in default and that Landlord's license to collect Rent is revoked, Tenant shall thereafter pay all Rent directly to Landlord's mortgagee. In addition to the foregoing, within ten (10) days of Landlord's request therefor, Tenant shall promptly execute and deliver to Landlord or third parties designated by Landlord, an estoppel certificate or letter in the form reasonably requested by Landlord, its mortgage lender, or a prospective purchaser of the Building that correctly recites the facts with respect to the existence, terms and status of this Lease.

SECTION 29. Estoppel and Other Certificates. As a material inducement to Landlord to enter into this Lease, Tenant covenants that it shall, within ten (10) days of the receipt thereof, acknowledge and deliver to Landlord (a) any subordination or non-disturbance or attornment agreement or other instrument that Landlord may require to carry out the provisions of Section 28, and (b) any estoppel certificate requested by Landlord from time to time in the standard form of Landlord or any such mortgagee or beneficiary of such deed of trust certifying, to the extent such be true that (i) Tenant shall be in occupancy, (ii) this Lease is unmodified and in full force and effect, or if there have been modifications, that the same is in full force and effect as modified and stating the modifications, (iii) Base Rent and Additional Rent have been paid only through a certain specified date, (iv) Tenant has no offsets, defenses or claims against Landlord and (v) such other matters as Landlord may reasonably request. Tenant's failure to deliver an estoppel certificate within the ten (10) day period shall be deemed its confirmation of the accuracy of the information supplied by Landlord to the prospective Lender or purchaser. Tenant acknowledges and agrees that Landlord and others will be relying and are entitled to rely on the statements contained in such estoppel certificates.

SECTION 30. Quiet Enjoyment. If Tenant fully complies with and promptly performs all of the terms, covenants and conditions of this Lease on its part to be performed, it shall have quiet enjoyment of the Premises throughout the Lease Term, subject, however, to matters of record on the day hereof and to those matters to which this Lease may be subsequently subordinated.

SECTION 31. Notices. Any notices required in accordance with any of the provisions herein shall be in writing and delivered personally, by facsimile or mailed by registered or certified mail to the Landlord at the facsimile number or address set forth in Section 1 hereof, with copy to such party as Landlord may designate, or to Tenant at the facsimile number or address set forth in Section 1 hereof, or to such other facsimile number or address as a party shall from time to time advise in writing. If Tenant is a partnership, any notice required or permitted hereunder may be given by or to any one partner thereof with the same force and effect as if given by or to all thereof. If mailed, a notice shall be deemed received two (2) days after the postmark affixed on the envelope by the United States Post Office.

SECTION 32. Successors or Assigns. All of the terms, conditions, covenants and agreements of this Lease shall extend to and be binding upon Landlord, Tenant and, subject to the terms of Section 18, their respective heirs, administrators, executors, successors and permitted assigns, and upon any person or persons coming into ownership or possession of any interest in the Premises by operation of law or otherwise.

SECTION 33. Tenant Authority and Liability. The word "Tenant" as used herein shall mean each and every person, partnership or corporation who is mentioned as Tenant herein or who executes this Lease as Tenant. Tenant warrants that this Lease has been duly authorized, executed and delivered by Tenant, and that Tenant has the requisite power and authority to enter into this Lease and perform its obligations hereunder. Tenant covenants to provide Landlord with evidence of its authority and the authorization of this Lease upon

request. All persons and entities named as Tenant herein shall be jointly and severally liable for Tenant's liabilities, covenants and agreements under this Lease.

SECTION 34. Brokers' Commission. Tenant represents that it has not dealt with any broker, agent or finder in connection with this Lease other than NAI Puget Sound Properties ("**Landlord's Broker**") who will be compensated pursuant to a separate agreement between Landlord and Landlord's Broker, and Howard Ecker & Company ("**Tenant's Broker**") who shall be compensated by Landlord's Broker pursuant to a separate agreement. Tenant agrees to indemnify and hold Landlord harmless from all damages, judgments, liabilities, claims and expenses (including attorneys' fees) arising out of or in connection with any claim or demand of any other broker, agent or finder with whom Tenant has dealt for any commission or fee alleged to be due in connection with its participation in the procurement of Tenant or the negotiation of this Lease.

SECTION 35. Partial Invalidity. If any term, covenant or condition of this Lease, or the application hereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SECTION 36. Recording. Tenant shall not record this Lease or a memorandum thereof without the prior written consent of Landlord. However, upon Landlord's request, both parties shall execute a memorandum of this Lease, in a form customarily used for such purpose of recordation. The memorandum shall describe the parties, the Premises and the term of this Lease and shall incorporate the other terms of this Lease by reference.

SECTION 37. Financial Statements. Within ten (10) days after Landlord's request therefor, and such request shall not occur more than once annually, Tenant shall deliver to Landlord a financial statement for Tenant's prior quarter and fiscal year. Tenant shall certify the accuracy of such statements. Landlord may make these financial statements available to potential lenders or purchasers, but shall otherwise preserve their confidentiality except in connection with legal proceedings between the parties or as otherwise directed by court rule or order.

SECTION 38. Parking. Tenant shall have a license to use up to the number of parking spaces specified in Section 1(j)) on an unassigned basis, subject to such reasonable rules and regulations as may be established from time to time by Landlord.

SECTION 39. Relocation. Without regard to the Rentable Area of the Premises, if Landlord leases ninety percent (90%) or more of the floor of the Building on which the Premises are located to another tenant, Landlord reserves the right (without Tenant's consent), on sixty (60) days written notice to Tenant, to substitute other space within the Building (the "**Substitute Premises**") for the Premises, provided that the Substitute Premises meet the following criteria: (a) contain at least the same Rentable Area as the Premises; (b) contain comparable tenant improvements; and (c) are made available to Tenant at the then current monthly Base Rental rate for such space, in no event to exceed the Base Rental rate set forth in Section 1. Subject to the foregoing, if the Rentable Area of the Premises is 5,000 square feet or more, Landlord shall not have the right to provide Substitute Premises for the Premises without Tenant's prior written consent, which shall not be unreasonably withheld or delayed. If the Rentable Area of the Premises is less than 5,000 square feet, Landlord shall have the right to provide Substitute Premises for the Premises without Tenant's consent. If the substitution occurs prior to the date Tenant initially occupies the Premises, then Landlord shall reimburse Tenant for the necessary and reasonable costs incurred by Tenant in planning for the space in the initial Premises which expenses have been previously approved by Landlord and which have no benefit to Tenant in the Substitute Premises. If Tenant is occupying the Premises at the time Landlord gives notice of any such relocation, Landlord shall pay the cost of moving Tenant, its property and equipment to the Substitute Premises and shall, without cost or expense to Tenant, improve the Substitute Premises with improvements substantially similar to those located in the Premises. All of the other terms, covenants and conditions of the Lease shall remain unchanged and in full force and effect, except that Section 1 and Exhibit A shall be revised to identify the Substitute Premises, to state the Rentable Area of the Substitute Premises and to make the change, if any, in Base Rent.

SECTION 40. Liability of Landlord. Tenant shall look solely to rents, issues and profits from the Building for the satisfaction of any judgment or decree against Landlord, whether for breach of the terms hereof or arising from a right created by statute or under common law. Tenant agrees that no other property or assets of the Landlord or any partner in Landlord shall be subject to levy, execution or other enforcement procedures for satisfaction of any such judgment or decree; no partner of Landlord shall be sued or named as a party in any suit or action (except as may be necessary to secure jurisdiction over the partnership); no service of process shall be made against any partner of Landlord (except as may be necessary to secure jurisdiction over the partnership); no judgment will be taken against partner of Landlord; no writ of execution will ever be levied against the assets of any partner of Landlord; and these covenants, limitations and agreements are enforceable both by Landlord and by any partner of Landlord. References in this Section 40 to a partner in Landlord shall mean and include all past, present and future partners of RVA Office LLC, a Washington limited liability company and any subsequent owner of the Building.

SECTION 41. Force Majeure. Landlord shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or labor disturbances, civil commotion, delays in transportation, governmental delays or war. In no event shall events of force majeure excuse Tenant from making payments of Rent or performing other financial obligations accruing under this Lease.

SECTION 42. Counterparts. This Lease may be executed by the parties in counterparts, which, taken together, constitute the entire Lease.

SECTION 43. Name of Building. Landlord reserves the right to change the name of the Building. Tenant agrees that such change shall not require amendment of this Lease or affect in any way its obligations under this Lease, and that, except for the name change, all terms and conditions of this Lease shall remain in full force and effect.

SECTION 44. Headings. The Section headings used in this Lease are used for purposes of convenience and do not alter in any manner the content of the Sections.

SECTION 45. Context. Whenever appropriate from the context, the use of any gender shall include any other or all genders, and the singular shall include the plural, and the plural shall include the singular.

SECTION 46. Execution by Landlord and Tenant; Approval of Lender. Landlord shall not be deemed to have made an offer to Tenant by furnishing Tenant with a copy of this Lease with particulars inserted. No contractual or other rights shall exist or be created between Landlord and Tenant until all parties hereto have executed this Lease and until it has been approved by Lender and fully executed copies have been delivered to Landlord and Tenant. If Landlord has not notified Tenant in writing that Lender has not approved this Lease within ten (10) business days of the date on which this Lease is fully executed by Landlord and Tenant, this Lease shall be deemed to be approved by Lender for the purposes of this Section 46. Tenant agrees to make such changes herein as may be requested by Lender, within ten (10) business days of a request from Landlord therefor so long as such do not increase Rent and Additional Rent due from Tenant hereunder or otherwise materially alter Tenant's rights hereunder.

SECTION 47. Termination for Demolition. In the event Landlord elects to demolish the Building in which the Premises are located for any reason, Landlord shall have the right to terminate this Lease with written notice delivered to Tenant at least ONE (1) YEAR prior to the scheduled date of the demolition (a "Demolition Termination Notice").


SECTION 48. Entire Agreement; Applicable Law. This Lease and the Exhibits attached hereto, and by this reference incorporated herein, set forth the entire agreement of Landlord and Tenant concerning the Premises and Building, and there are no other agreements or understanding, oral or written, between Landlord and Tenant concerning the Premises and Building. Any subsequent modification or amendment of this Lease shall be binding upon Landlord and Tenant only if reduced to writing and signed by them. This Lease shall be governed by, and construed in accordance with, the laws of the State of Washington.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year indicated below.

LANDLORD:

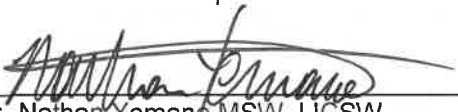
RVA OFFICE LLC, a Washington limited liability company

By: SMG OFFICE LLC, a Washington limited liability company, its Manager

By: 
Michael Sandorffy, its Managing Member

TENANT:

Y.B.G. Healthcare LLC, a Washington limited liability company dba Heart and Soul Hospice

By: 
Name: Nathan Yemane MSW, LICSW
Title: Governing Member/Managing Director

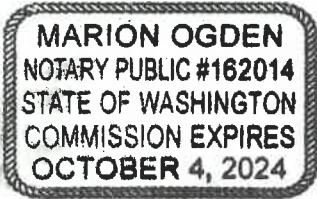


STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On this 27th day of December, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared **Michael Sandorffy**, known to me to be the Managing Member of SMG Office LLC, the Manager of **RVA OFFICE LLC**, the Washington limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

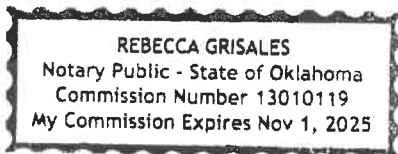


Marion Ogden
Signature
MARION OGDEN
Print Name
NOTARY PUBLIC in and for the State of
Washington, residing at Maple Valley
My commission expires 10/4/2024

STATE OF Oklahoma,
) ss.
COUNTY OF Oklahoma

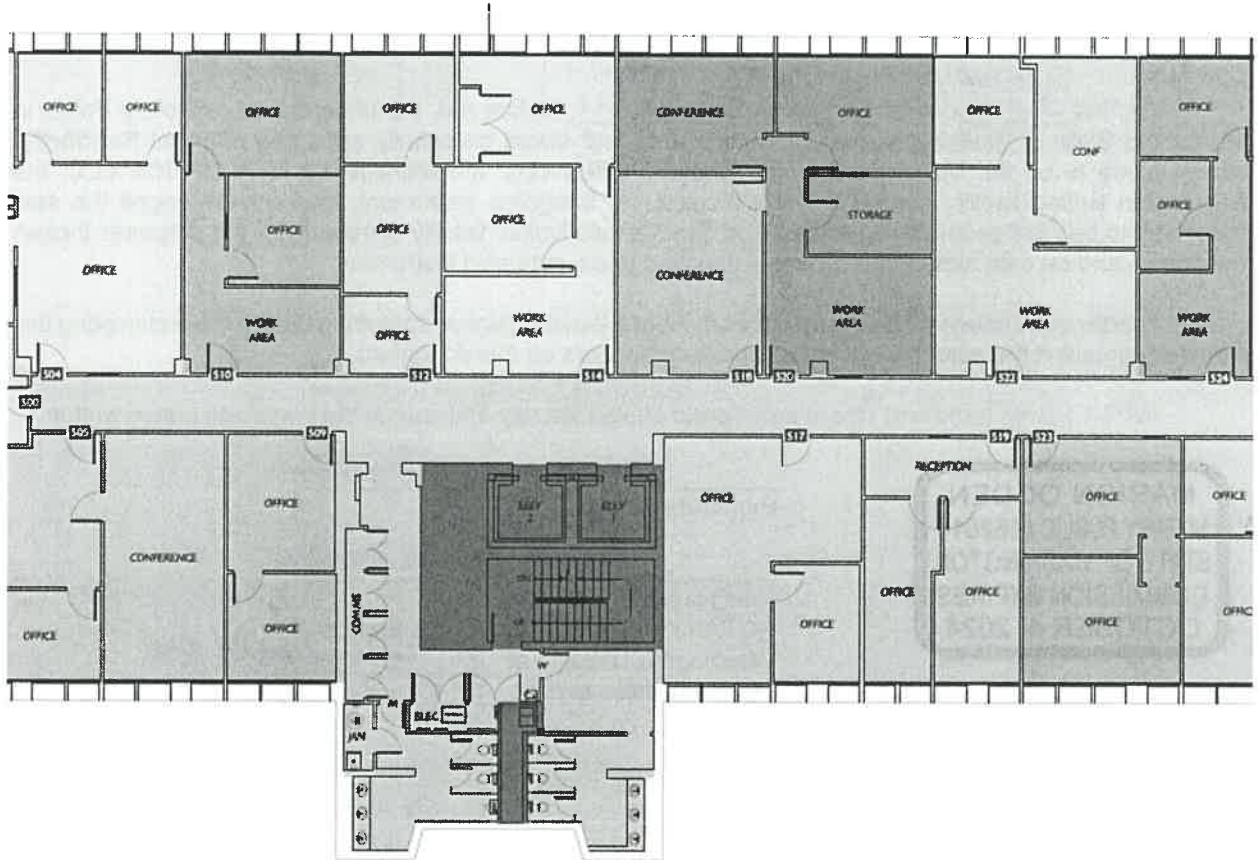
On this 15th day of December, 2021, before me, the undersigned, Notary Public in and for the State of Oklahoma duly commissioned and sworn personally appeared **Nathan Yemane** known to me to be the Governing Member/Managing Director of **Y.B.G. Healthcare LLC** the limited liability company executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.



Rebecca Grisales
Signature
NOTARY PUBLIC, in and for the State of Oklahoma
Print Name Rebecca Grisales
Residing at 10303 N Portland Ave OKC, OK 73112
My commission expires: 11-01-2025

EXHIBIT A - FLOOR PLAN OF PREMISES



AS BUILT

EXHIBIT B – LANDLORD'S WORK/TENANT IMPROVEMENTS

None. Tenant accepts Premises in As-Is condition with no Landlord improvements



EXHIBIT C - RULES AND REGULATIONS

1. Lessee shall not erect or install or otherwise utilize signs, pictures, notices, lights, symbols, canopies, awnings, window coverings or other advertising or decorative matter within the interior of the Premises, nor on the windows, walls and exterior doors of the Premises or of the Building visible to Common Areas or exterior of the Building without first submitting its plans to Lessor and obtaining Lessor's written approval thereof.

2. Lettering upon the Building directory board shall be updated at expense of Lessee, by the sign company designated by Lessor. Door signage for Lessee shall be made at Lessor's expense.

3. No additional locks shall be placed upon any doors of the Premises without Landlord approval (provided that Landlord may condition its approval on receiving keys or combinations to the additional locks), and Lessee agrees not to have any duplicate keys made without the consent of Lessor. Lessor will furnish one (1) key to each door lock within the Premises. If more than one (1) key for any lock is desired, such additional keys shall be paid for by Lessee. Upon termination of this Lease, Lessee shall surrender all keys to the Premises whether paid by Lessee or not.

4. Lessor shall have the right to limit the weight and size and to designate the position of all safes and other heavy property brought into the Building. Such furniture, freight, equipment, safes or other heavy property shall be removed in or out of the Building only at the times and in the manner permitted by Lessor. Lessor will not be responsible for loss of or damage to any of the items above-referred to, and all damage done to the Premises or the Building by moving or maintaining any of such items shall be repaired at the expense of Lessee. Any items not capable of being carried by hand shall utilize hand trucks equipped with rubber tires and rubber side guards and pathways used during the moving of such items will be protected from damage caused by wheeled devices.

5. The entrances, corridors, stairways and elevators shall not be obstructed by Lessee, or used for any other purpose than ingress or egress to and from the Premises. Lessee shall not bring into or keep any bicycle or other type of vehicle within the Building.

6. Canvassing, soliciting and peddling in the Building are prohibited, and each Lessee shall cooperate to prevent such activity.

7. The requirements of tenants will be attended to only upon application at the office of the Evergreen Building. Lessor's employees shall not perform any work or do anything outside of their regular duties, except on issuance of special instructions from Lessor. If Lessor's employees are made available for the assistance of any tenants, Lessor shall be paid for their services by such tenants at reasonable hourly rates.

8. Lessee shall exercise care and caution to ensure that all water faucets or water apparatus, electricity and gas are carefully and entirely shut off and all windows closed before Lessee or its employees leave the Building, so as to prevent waste or damage. Lessee shall be responsible for any damage to the Premises or Building and for all damage or injuries sustained by other tenants or occupants of the Building arising from Lessee's failure to observe these provisions.

9. Lessor reserves the right to exclude or expel from the Building any person who, in the judgment of Lessor, is under the influence of liquor or drugs, or who shall in any manner do any act in violation of the rules and regulations of the Building.

10. Lessee shall obey all traffic and parking regulations as posted throughout the Building and Renton Village site by Lessor. Vehicles left unattended in the parking lot over twenty-four (24) hours may be subject to impound. Arrangements must be made with Landlord to leave unattended vehicles in the parking area for more than twenty-four (24) hours by sending a written request to the management.

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

12. Lessee shall not employ any person or persons other than the janitor of Lessor for the purpose of cleaning the Premises unless otherwise agreed to by Lessor. Except with the prior written consent of Lessor, no person or persons other than those approved by Lessor shall be permitted to enter the Building for the purpose of cleaning the same. Lessee shall not cause any unnecessary labor by reason of Lessee's carelessness or indifference in the preservation of good order and cleanliness. Unless due to Lessor's gross negligence or willful misconduct, Lessor shall in no way be responsible to any lessee for any loss of property on the Premises, however, occurring, or for any damage done to the effects of any lessee by the janitor or any other employee or any other person. Janitorial service shall not include cleaning of carpets or rugs, except normal vacuuming, nor moving of furniture or other special services. The janitorial service used shall at all times be properly licensed and bonded, and all janitorial employees shall be covered by fidelity bonding.

13. Lessee shall not use, keep or permit to be used or kept any foul or noxious solid, liquid or gas in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to the Lessor or other occupants of the Building by reason of noise, odors and/or vibrations, or interfere in any way with Lessor, other Lessees or those having business therein, nor shall any animals or birds be brought in or kept in or about the Premises or Building.

14. Lessee shall not use or keep in the Premises or in the Building any kerosene, gasoline or inflammable or combustible fluid or materials, or use any method of heating or air conditioning other than that supplied by Lessor.

15. Lessor will direct electricians as to where and how telephone and electrical wires or other electrical connections are to be introduced. No boring or cutting for wires will be allowed without the prior written consent of Lessor. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the prior written approval.

16. Lessee shall not lay linoleum, tile, carpet or other similar floor coverings so that the same shall be affixed to the floor of the Premises in any manner except as approved in writing by Lessor. The expense of repairing any damage resulting from a violation of this rule or removal of any floor covering shall be borne by the Lessee by whom, or by whose contractors, employees or invitees, the damage shall have been caused.

17. No furniture, package, supplies, equipment or merchandise will be received in the Building or carried up or down in the elevator except between such hours and in such elevators as shall be designated by the Lessor.

18. Any office move requiring use of the Building elevator must be performed by professional movers and scheduled after 5:00 PM, Monday through Friday or on weekends, unless prior arrangements have been made with building management; and management must be informed at least two (2) business days prior to the move. All furnishings and equipment must be moved through the Building freight elevator and transferred to the passenger elevator in the lower level; the passenger elevator doors may only be locked off (prevented from closing) during on and off loading. All walls, doors, ceilings and floors in the Premises and along the move-in pathway will be treated with care to ensure that they are not damaged from wheeled devices or movers; if damage occurs, it shall be immediately reported to building management. Regardless of the arranged hour(s) of the move, care will be taken to prevent disturbing other tenants that may be present in the Building.

19. All furnishings and equipment shall be removed from the Premises upon moving out; this includes any and all desks, chairs, chair pads, computers, printers, copiers, fax machines, cabinets, plants and pictures. Trash must be discarded in standard office waste receptacles; excess items or items too large to fit in waste receptacles, must be removed from the Premises or, if applicable, taken to the recycling room in the lower level of the Building. Tenant will not attempt to patch any holes in Premises walls.

20. On Saturdays, Sundays and legal holidays, and on other days between the hours of 6:00 p.m. and 7:00 a.m. the following day, access to the Building, or to the halls, corridors, elevators or stairways in the Building, or to the Premises may be refused unless the person seeking access is known to the person or employee of the Building in charge and has a pass or is properly identified. The Lessor shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In case of invasion, mob, riot, public excitement, or other commotion, the Lessor reserves the right to prevent access to the Building during the continuance of the same by closing the doors or otherwise, for the safety of the lessees and protection of property in the Building.

21. Landlord reserves the right to limit the number of hours per week that Tenant may utilize any Building conference rooms.

EXHIBIT D

TENANTS OPTION TO EXTEND TERM

(a) Option. Provided Tenant occupies the Premises on December 31, 2024 and has fully performed all Tenant requirements of the Lease Tenant is granted the right to extend the term of this Lease for (a) one (1) period of two (2) years (the "Option Periods"), on the terms and conditions set forth herein; provided, that said right to extend for such Option Period (the "Option") may be exercised only in the event Tenant is not in default either at the time said Option right is exercised nor at the time such Option Period is to commence; and provided Tenant is not late in payment of the rent by more than 30 days from the due date in any month during the initial term of lease. The words "Lease Term" or Term, as used in this Lease, shall mean the term of this Lease as extended by Tenant pursuant to this Section.

(b) Exercise of Option. To exercise the Option described in this Section above, Tenant shall notify Landlord in writing no later than One Hundred Eighty (180) calendar days and no earlier than Three Hundred Sixty (360) calendar prior to the expiration of the initial Lease Term, or the Option Period then expiring, if any.

(b) Continuing Effect. In the event Tenant properly exercises its Option right(s) as provided herein and the Term of this Lease is extended as provided herein, all of the terms and conditions of this Lease shall apply during the Option Period (except the Option right then exercised), including but not limited to Tenant's obligation to pay Adjustments and other charges and expenses provided for in the Lease and provided, that (1) the Option right exercised by the Tenant in order to extend the Term of the Lease shall terminate and be of no further force and effect and may not be exercised again by Tenant; (2) no rental concession, reduced or free Minimum Rent, tenant improvement allowance or other concession previously granted Tenant by Landlord shall be due or payable to Tenant during or with respect to such Extension Period

(c) Tenant shall execute, acknowledge and deliver to Landlord an Amendment to Lease in form and content acceptable to Landlord evidencing the Tenant's exercise of its Option right and setting forth the commencement and expiration dates of the Option Period and term of the Lease, the Minimum Rent payable during the Option Period and such other matters as Landlord may deem appropriate.

(d) Option Period Rent

Period	Period Covered		Annual Rent (\$/SF)	Monthly Installments
	From	To		
1	January 1, 2025	December 31, 2025	\$ 30.75	\$ 2,009.00
2	January 1, 2026	December 31, 2026	\$ 31.50	\$ 2,058.00

Exhibit 8
Letters of Commitment

December 28, 2021

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

Dear Mr. Hernandez:

As owner and governing member of Y.B.G. Healthcare LLC, dba Heart and Soul Hospice, I am writing this letter to confirm my financial commitment to provide the funding needed for the capital expenditure and the initial operating losses as well as any start-up costs.

In addition, also included with the application, is a letter from PNC Bank documenting that the funds for the initial operating losses and financial commitment are available.

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

Sincerely,

David P. Turner
Y.B.G Healthcare DBA Heart and Soul Hospice

A handwritten signature in black ink, appearing to read 'David P. Turner', with a long horizontal flourish extending to the right.



David Turner
17386 maple Hill Dr
Nortville, Mi 48168

December 21, 2021

To Whom It May Concern

David Turner has a personal checking account with PNC and it has over \$500,000.00

Mr Turner is a valued customer of PNC

Sincerely,

Sahar Ismail
Personal Banker
PNC Bank
NMLS ID: 975209

PNC Bank
19450 Haggerty Rd
Livonia, MI 48152
(p) 734-464-4705

PNC Bank
Haggerty / 7 Mile 765
19450 Haggerty Road
Livonia, MI 48152