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Certificate of Need Application
Home Health Agency

CN22-03

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  Ernest Ibanga, President</p> <p>Email Address: info@wellspringhomehealth.com</p>	<p>Date: August 16, 2021</p> <p>Telephone Number: (253) 625-7606</p>
<p>Legal Name of Applicant Wellspring Home Health Center, LLC</p> <p>Address of Applicant Wellspring Home Health Center, LLC 8815 S. Tacoma Way, Suite 120 Lakewood, WA 98498</p>	<p>Provide a brief project description <input checked="" type="checkbox"/> New Agency <input type="checkbox"/> Expansion of Existing Agency <input type="checkbox"/> Other: _____</p> <p>Estimated capital expenditure: \$ <u>25,000</u></p>
<p>Identify the county proposed to be served for this project. Note: Each home health application must be submitted for one county only. If an applicant intends to obtain a Certificate of Need to serve more than one county, then an application must be submitted for each county separately.</p> <p>PIERCE COUNTY</p>	

Table of Contents

Applicant Description.....	4
Project Description	6
Certificate of Need Review Criteria	9
A. Need (WAC 246-310-210).....	9
B. Financial Feasibility (WAC 246-310-220)	15
C. Structure and Process (Quality) of Care (WAC 246-310-230)	20
D. Cost Containment (WAC 246-310-240).....	26

Table of Tables

Table 1: Pierce County Need Projections.....	9
Table 2: Wellspring Lakewood Pro Bono Patients, CY2020.....	11
Table 3: Home Health Visit and Patient Projections, 2022 to 2025	12
Table 4: Wellspring Home Health Utilization Assumptions	13
Table 5: Assumed Proportions of Home Health Visits by Occupational Category.....	13
Table 6: Wellspring Home Health Capital Expenditures	16
Table 7: Projected Payer Mix.....	18
Table 8: Wellspring Home Health Equipment List	18
Table 9: Projected Staffing by Occupational Category	20
Table 10: Staff to Visit Ratio by Occupational Category	21
Table 11: List of Potential Referral Organizations	23
Table 12. Alternatives Analysis: Promoting Access to Healthcare Services.....	26
Table 13. Alternatives Analysis: Promoting Quality of Care.	26
Table 14. Alternatives Analysis: Cost Efficiency and Capital Impacts.	27
Table 15. Alternatives Analysis: Staffing Impacts.	27
Table 16. Alternatives Analysis: Legal Restrictions.	27

List of Exhibits

Exhibit Number	Title
1	Wellspring Organizational Chart
2	Letter of Intent
3	Planning Area Forecast Need Model and Planning Area Supply
4A	Patient Referral Policy
4B	Case Management and Assignment Policy
4C	Bill of Rights/Responsibilities
5A	Admissions Criteria Policy
5B	Patient Grievance Policy
5C	Policy on Abuse, Neglect and Exploitation
6	Financial Assistance Policy
7A	Historical Financial Statements
7B	Financial Pro Forma
8	Medical Director Agreement
9	Site Control Documents
10	Letter of Financial Commitment
11	Key Bank Letter
12	Key Personnel Information
13	Wellspring Quality Improvement Program Policy
14A	Wellspring Home Health Center CMS Survey Activity Report
14B	Community Health Accreditation Partner (CHAP) Letter and Certificate

Applicant Description

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

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

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

The legal applicant name is Wellspring Home Health Center, LLC (“Wellspring Home Health”), otherwise known as Wellspring.

The members of Wellspring Home Health Center, LLC are:

- Dr. Ernest Ibanga (50% ownership)
- Joyce Ibanga (50% ownership).

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

Wellspring Home Health is a limited liability company (LLC). Wellspring Home Health’s Unique Business Identifier (UBI) number registered with the Washington Secretary of State’s Office is 604 416 352.

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

Ernest Ibanga, President
Wellspring Home Health Center, LLC
8815 S. Tacoma Way, Suite 120
Lakewood, WA 98498
(253) 625-7606
info@wellspringhomehealth.com

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

Hunter Plumer, MHA
Certificate of Need Consultant – Health Trends
Shoreline, WA
386-795-1731
hunter.healthtrends@gmail.com

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

Wellspring Home Health has home health operations in Washington State (one location) and Alaska (two locations). The address for which this application seeks Certificate of Need (CN) approval to provide Medicare and Medicaid certified home health services in Pierce County is:

Wellspring Home Health Center, LLC
8815 S. Tacoma Way, Suite 120
Lakewood, WA 98498

Please see Exhibit 1 for organizational charts of Wellspring Home Health's operations in Washington State and Alaska.

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**

Wellspring Home Health Center, LLC operates one home health office in Washington State:

- Name: Wellspring Home Health Center, LLC
- Address: 8815 S. Tacoma Way, Suite 120, Lakewood, WA 98498
- License Number: IHS.FS.61055973
- Not yet Medicare or Medicaid certified
- Not yet accredited

Wellspring Home Health Center, LLC also operates two home health offices in Alaska:

- Name: Wellspring Home Health Center, LLC
- Address: 201 E. Swanson Ave., Suite 7, Wasilla, AK 99654
- License Number: N/A (out-of-state). See CMS certification number (CCN) below.
- CCN: 027036
- Accreditation Status: Community Health Accreditation Partner (CHAP) accredited

- Name: Wellspring Home Health Center, LLC
- Address: 5700 Old Seward Hwy., Suite 102, Anchorage, AK 99518
- License Number: N/A (out-of-state). See CCN below.
- CCN: 027036 (same as other Alaska office)
- Accreditation Status: Community Health Accreditation Partner (CHAP) accredited

Project Description

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

Wellspring Home Health Center, LLC is an existing licensed-only in-home services provider in Washington State (IHS.FS.61055973). Wellspring Home Health's currently does not receive Medicare and/or Medicaid reimbursement for home health services in Washington. Therefore, it is not an existing Washington State Medicare and Medicaid certified home health agency.

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

Wellspring Home Health is not an existing Medicare and Medicaid certified home health provider in Washington State, but it is a Medicare and Medicaid certified home health provider in Alaska. There will be shared leadership, organizational resources, and best-practices between the current Alaska and proposed Washington operations, but they will be distinct agencies and operated independently.

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.

Wellspring Home Health Center, LLC
8815 S. Tacoma Way, Suite 120
Lakewood, WA 98498

4. Provide a detailed description of the proposed project.

Wellspring Home Health requests CN approval to operate a Medicare and Medicaid certified home health services agency to serve residents in Pierce County. Wellspring Home Health Center will serve all residents in Pierce County. Wellspring Home Health will provide skilled nursing physical therapy, occupational therapy, speech therapy, medical social work, home health aide care, and other home health services. All of Wellspring Home Health's programs are coordinated by highly trained, experienced, and licensed home health nurses whose focus is providing the most appropriate, professional, and compassionate care for our patients in a home health setting.

We also plan to offer the following specialty home health services for the pediatric and veteran populations:

Pediatric Home Health Services

Wellspring Home Health Center provides an effective and holistic treatment of children with medical complexity or developmental disabilities who otherwise may experience frequent and/or prolonged hospitalizations or who may enter chronic institutional care. Each child benefits from a readily accessible and comprehensive written plan of care that represents a consensus among the family, the patient, and the caregivers. Our Pediatric specialty providers interact with the child, family, and home health providers, using home visits and telehealth technologies to optimize care, minimize family disruptions, and avoid unnecessary medical utilization.

Veterans Home Health Services

Wellspring Home Health Center helps veterans, or their surviving spouses receive personal care services to help them retain their quality of life and stay in their homes. We assist veterans who protected our freedom to stay in their homes and live with honor and dignity. Home health is delivered by our home health Agency through contract with VA. The program is for Veterans who need skilled services such as skilled nursing, case management, physical therapy, occupational therapy, speech therapy, wound care, or IV antibiotics. Skilled Home Health Care is used in combination with other home-based services.

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

Confirmed, Wellspring will be available and accessible to the entire geography of Pierce County.

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

Event	Anticipated Month/Year
CN Approval	April 2022*
Design Complete (if applicable)	N/A
Construction Commenced (if applicable)	N/A
Construction Completed (if applicable)	N/A
Agency Prepared for Survey	June 2022
Agency providing Medicare and Medicaid home health services in the proposed county.	August 2022

*Assumes an eight-month certificate of need review cycle.

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

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

Wellspring’s home health services will primarily consist of skilled nursing physical therapy, occupational therapy, speech therapy, medical social work, and home health aide care, but other services will also be provided/contracted as needed.

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

Wellspring Home Health is not an existing Washington State Medicare and Medicaid certified home health agency. Therefore, this question is not applicable.

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

Wellspring Home Health is not an existing Washington State Medicare and Medicaid certified home health agency. However, it does have a pending CN-application to be CN-approved for Medicare and Medicaid certified home health services to King County residents.

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

Please see response to question 4 which includes a description of the types of patients to be served for the requested project. For pediatrics, the anticipated age range to serve are patients three to eighteen years old.

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

See Exhibit 2 for a copy of the applicable letter of intent.

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

IHS.FS. 61055973

Medicare #: Not currently applicable, but Wellspring will be licensed and certified by Medicare if approved.

Medicaid #: Not currently applicable, but Wellspring will be licensed and certified by Medicaid if approved.

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

Wellspring Home Health will seek accreditation from Community Health Accreditation Partner (CHAP).

Certificate of Need Review Criteria

A. Need (WAC 246-310-210)

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

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

See Exhibit 3 for the Pierce County home health need model which includes a supply worksheet that provides a list of home health providers operating in Pierce County. Overall, there are fifty-five (55) in-home service agencies serving pierce county; including eleven (11) that are currently CN-approved and Medicare/Medicaid certified to provide home health services to Pierce County residents. For the purposes of the Department's numeric need methodology, only eighteen (18) agencies should be included in the supply count used in the need model. See the supply worksheet in Exhibit 3 for the inclusion/exclusion determination by agency.

2. Complete the numeric methodology outlined in Appendix B. [make sure that Appendix B includes reference to template on website]

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

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

Table 1: Pierce County Need Projections.

Step 1: Population Estimates					
	Base year	Forecast year 1	Forecast year 2	Forecast year 3	
	2021	2022	2023	2024	
0-64 Years Old	769,918	774,696	779,475	784,253	
65-79 Years Old	112,477	117,310	122,143	126,976	
80+ Years Old	29,945	31,419	32,894	34,368	
Total	912,339	923,425	934,512	945,598	
<i>Source: OFM 2017 GMA Projections - Medium Series</i>					
Step 2: Projected Patients					
	Use Rate	2021	2022	2023	2024
0-64	0.005	3,850	3,873	3,897	3,921
65-79	0.044	4,949	5,162	5,374	5,587

80+	0.183	5,480	5,750	6,020	6,289
Total		14,278	14,785	15,291	15,798

Step 3: Projected Visits

	Visit Multiplier	2021	2022	2023	2024
0-64	10	38,496	38,735	38,974	39,213
65-79	14	69,286	72,263	75,240	78,217
80+	21	115,077	120,744	126,411	132,078
Total		222,859	231,742	240,625	249,508

Step 4: Net Need

	2021	2022	2023	2024
Gross Need	22.29	23.17	24.06	24.95
Supply	18	18	18	18
Net Need	4.00	5.00	6.00	6.00

Gross Need Source: As described in 1987 SHP, B-35, the maximum number of agencies needed in a planning area is determined by dividing the total projected number of visits (Step 3) by 10,000.

Supply source: See supply worksheet included in Exhibit 3 for inclusion/exclusion determination.

Net Need source: calculated by subtracting supply from gross need. Per the 1987 SHP methodology, fractions are rounded down to the nearest whole number.

As demonstrated above, there is considerable net need in the Pierce County Planning Area for additional home health agencies. The need methodology estimates current (CY2021) net need for four (4) additional agencies, growing to six (6) additional agencies by CY2024.

Please see Exhibit 3 for the complete planning area forecast need model, including a list of agencies counted in the need methodology.

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

Please see Exhibit 3 for the complete planning area forecast need model, including a list of agencies counted in the need methodology, as well as notes supporting the inclusion/exclusion determination.

- If the answer to question 2 shows no numeric need in the planning area, explain why this application should not be considered an unnecessary duplication of services for the proposed planning area. Provide any documentation to support the response.**

As demonstrated above in Table 1 and Exhibit 3, there is numeric need for six additional home health agencies in Pierce County according to the Department's need methodology.

However, if upon the Department’s review it finds no numeric need, then Wellspring believes there are additional qualitative rationale to support approval of its proposed project in Pierce County. Wellspring will provide additional documentation supporting this response during screening.

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

Wellspring Home Health Center, LLC is an existing licensed-only in-home services provider in Washington State. Wellspring Home Health is not an existing Washington State Medicare and Medicaid certified home health agency.

Most home health patients are Medicare-sponsored patients, and without Certificate of Need approval, Wellspring is unable to provide services to these individuals, or individuals sponsored by Medicaid. However, there do exist patients who belong to private insurance plans, as well as a small number of uninsured individuals who require home health services.¹ As such, in principle, it is possible for Wellspring to serve non-Medicare patients as a state-only licensed agency, but Wellspring has suffered due to some unfortunate timing.

Wellspring has been receiving several calls daily from Medicare/Medicaid recipients in need of Home Health Services in Pierce County. Due to lack of Medicare certification, most private insurance has refused to refer patients to Wellspring because Wellspring is not certified as a Medicare/Medicaid provider.

Wellspring Home Health opened in November 2019 and planned to start serving patients in March 2020. It began hiring staff in February 2020 and was working on receiving contracts with residents and area healthcare providers. However, it was at this moment that COVID-19 dramatically affected Pierce and King County healthcare providers, challenging efforts to obtain any referrals. Wellspring has a tradition of serving a certain number of patients Pro Bono, and in March 2020, contacted local healthcare providers for patients in need of home health services otherwise unable to obtain them. Wellspring received a handful of referrals in March and April of 2020, however the referred patients chose to cease services due to COVID-19 related concerns. The number of unique patients and visits are included in the table below.

	Lakewood Operations (CY2020)
Total Home Health Visits	20 total visits
Unduplicated home health patients	9 unique patients
Average number of visits/patient	2.22

¹ Home health users are predominately over the age of 65 (>80% via the CDC: https://www.cdc.gov/nchs/data/nsltcp/state_estimates_for_nchs_series_3_37.pdf). As such, since the insurance rate among individuals age 65 and over is over 99% (US Census, 2020), there are relatively few uninsured users of home health services. Based on uninsured rates by age in WA state, we would expect only 2% of all home health users to be uninsured if utilization is equal between the insured and uninsured populations.

Without the prospect of any patients over 2020, it was necessary for Wellspring to wait out the pandemic-related factors that led to patients and provider reticence to schedule home health services. Wellspring does not anticipate the barriers it faced in 2020 and 2021 to continue once it is CN-approved to be able to treat Medicare and Medicaid patients who represent the majority of the patient population, and as attitudes towards in-home services have shifted and vaccinations for the Pierce population continue.²

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

Home Health Visits	Aug-Dec 2022	2023	2024	2025
Months of Operation	4	12	12	12
Total Visits	1,932	8,424	11,232	12,924
Total Unduplicated Patients	79	342	457	525
Visits by Occupational Category				
Visits by Occupational Category	Aug-Dec 2022	2023	2024	2025
Skilled Nursing	773	3,370	4,493	5,170
Physical Therapy	676	2,948	3,931	4,523
Occupational Therapy	232	1,011	1,348	1,551
Speech Pathology	39	168	225	258
Medical Social Services	19	84	112	129
Home Health Aid	193	842	1,123	1,292

Sources: Applicant; See Table 4 and Table 5.

From Table 1, we project Pierce County residents in need of Home Health services to equal 231,742 in 2022, 240,625 in 2023, and 249,508 in 2024. Extending this forecast for an additional year, we estimate this number to equal 258,391 in 2025. These numbers correspond to 19,312, 20,052, 20,792, and 21,533 visits per month in 2022, 2023, 2024, and 2025. We assume that, on a monthly basis, Wellspring Home Health will provide services to 2.5% of these patients in 2022, 3.5% in 2023, 4.5% in 2024, and 5.0% in 2025. Furthermore, we assume that, based on 2019 CMS numbers, the number of visits per patient are equal to 24.6.³ These statistics and assumptions, along with the implied utilization, are summarized in Table 4.

² According to the Department of Health’s COVID-19 Data Dashboard, as of 08/02/21: 48.4% of Pierce County residents have initiated vaccination. See <https://www.doh.wa.gov/Emergencies/COVID19/DataDashboard>

³ <https://www.cms.gov/files/document/cy-2019-medicare-home-health-utilization-state.pdf>, Last Accessed August 6, 2021.

Utilization Assumptions	Row	Aug - Dec 2022	2023	2024	2025
Pierce County Visit Projections	1	231,742	240,625	249,508	258,391
Visits per Month	2	19,312	20,052	20,792	21,533
Assumed Market Share	3	2.50%	3.50%	4.50%	5.00%
Wellspring HH Visits per Month ([1]*[2]*[3])	4	483	702	936	1,077
Months of Operation	5	4	12	12	12
Wellspring HH Visits ([4]*[5])	6	1,932	8,424	11,232	12,924
Visits per Patient	7	24.6	24.6	24.6	24.6
Unduplicated Patients ([6]/[7])	8	79	342	457	525

Applicant and Medicare Home Health Agency Utilization by State, Current Year 2019 (<https://www.cms.gov/files/document/cy-2019-medicare-home-health-utilization-state.pdf>, Last Accessed August 6, 2021)

The number of visits by occupational category are calculated based on Wellspring's historical service mix in its Alaska facilities, but adjusted for anticipated differences in home health needs in Washington State as observed in recent Certificate of Need decisions. We present these assumptions in Table 5.

Occupational Category	Proportion
Skilled Nursing	40.00%
Physical Therapy	35.00%
Occupational Therapy	12.00%
Speech Pathology	2.00%
Medical Social Services	1.00%
Home Health Aid	10.00%

Sources: Applicant

In support of the reasonableness of our utilization assumptions, we note that, based on the methodology above, there exists significant excess demand for home health services within Pierce County. Our utilization assumptions imply that in 2025 (Year 3), the projected Wellspring visits account for only 16.5% of this excess demand.⁴

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

⁴ 2025 projected visit demand in Pierce County equal to 258,391. Based on 18 existing agencies, visit supply equal to 180,000. Excess demand thus equal to 78,391. Wellspring HH projects 12,924 visits in 2025, equal to 16.5% of 78,391.

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

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

Since there exists a significant unmet need for additional home health agencies in Pierce County, Wellspring's proposed project is by definition not an unnecessary duplication of services.

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

Confirmed. Wellspring's services will be available and accessible to all of Pierce County.

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

Wellspring is committing to taking care of the community irrespective of a patient's race, color, creed, gender, sexual orientation, national origin, or financial status. This approach is rooted in our core value and principle of servant leadership and compassionate care and highlights the ability of the proposed project to meet the needs of underserved communities, including the poor and uninsured, a small but traditionally underserved population of home health users. Our financial assistance policy is included in Exhibit 6.

Wellspring is also well equipped to provide needed home health services to the veteran community in Pierce County. Wellspring's President, Ernest Ibanga, served 23 years in the military and has developed Wellspring to help veterans and surviving spouses by providing home health services designed to help retain their quality of life and stay in their home. Wellspring's goal is to help all veterans live with honor and dignity.

11. Provide a copy of the following policies:

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

We have provided copies of the following policies as exhibits:

- Patient Referral Policy
- Case Management and Assignment Policy
- Bill of Rights/Responsibilities
- Admissions Criteria Policy which includes non-discrimination language that Patients are accepted for care without regard to age, race, color, creed, sex, national origin or handicap(s).
- Patient Grievance Policy
- Policy on Abuse, Neglect and Exploitation
- Financial Assistance Policy

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

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

1. Provide documentation that demonstrates the immediate and long-range capital and operating costs of the project can be met. This should include but is not limited to:

- **Utilization projections.** These should be consistent with the projections provided under the Need section. Include all assumptions.
- **Pro Forma revenue and expense projections for at least the first three full calendar years of operation.** Include all assumptions. Example provided in Appendix A.
- **Pro Forma balance sheet for the current year and at least the first three full calendar years of operation.** Include all assumptions. Example provided in Appendix A.
- **For existing agencies proposing addition of another county, provide historical revenue and expense statements, including the current year. Ensure these are in the same format as the pro forma projections. For incomplete years, identify whether the data is annualized.**

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

See the discussion surrounding Table 3 - Table 5 for a description of the assumptions used to develop the utilization projections.

2. Provide the following agreements/contracts:

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

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

The proposed medical director is Dr. Amar Kapur, DO. Dr. Kapur will be contracted to provide medical director services. Please see Exhibit 8 for the Medical Director Agreement between Wellspring Home Health and Dr. Kapur.

The other agreement types listed above are not applicable to the proposed project.

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

If this is an existing home health agency and the proposed services would be provided from an existing main or branch office, provide a copy of the deed or

lease agreement for the site. If a lease agreement is provided, the agreement must extend through at least the first three years of operation. Provide any amendments, addenda, or substitute agreements to be created as a result of this project to demonstrate site control.

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

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

Please see Exhibit 9 for a copy of the signed lease between Wellspring Home Health and Lakewood Plaza, LLC, along with the Pierce County Assessor's Office Property Summary indicating ownership of the location by Lakewood Plaza, LLC.

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

Table 6: Wellspring Home Health Capital Expenditures	
Item	Cost
a. Land Purchase	\$
b. Utilities to Lot Line	\$
c. Land Improvements	\$
d. Building Purchase	\$
e. Residual Value of Replaced Facility	\$
f. Building Construction (Tenant Improvements)	\$ 9,500
g. Fixed Equipment (not already included in the construction contract)	\$
h. Movable Equipment	\$ 15,500
i. Architect and Engineering Fees	\$
j. Consulting Fees	\$
k. Site Preparation	\$
l. Supervision and Inspection of Site	\$

m. Any Costs Associated with Securing the Sources of Financing (include interim interest during construction)	
1. Land	\$
2. Building	\$
3. Equipment	\$
4. Other	\$
n. Washington Sales Tax	Included Above
Total Estimated Capital Expenditure	\$ 25,000

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

Wellspring Home Health is the sole entity responsible for any estimated capital costs for the proposed project.

- 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.**

See Table 6 above for capital expenditures associated with the proposed project. There are minimal start-up costs needed to develop the proposed Pierce services.

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

Wellspring Home Health is the sole entity responsible for any estimated start-up costs for the proposed project.

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

Wellspring's rates are primarily based on fee schedules with CMS and principal payers. Thus, the proposed project will not impact costs or charges for health services.

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

There are no construction costs associated with the proposed project, only minor tenant improvements such as workstation/cubicles installation and basic office upgrades which will not impact costs and charges for healthcare services in the planning area.

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

Table 7: Projected Payer Mix		
Payer Mix	Percentage of Gross Revenue	Percentage by Patient
Medicare	77%	77%
Medicaid	6%	6%
Other (Primarily Commercial but may also include Other Govt, L&I, etc.)	17%	17%
Total	100%	100%

Note: Because there have been no patients treated at our Washington location, no historical payer mix for Washington is available. The projections are based on Washington benchmarks based on public documents for other home health projects similar to Wellspring's proposed project.⁵

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.

Wellspring Home Health is not an existing Medicare and Medicaid certified home health provider in Washington State. Therefore, this question is not applicable.

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

Table 8: Wellspring Home Health Equipment List	
Equipment	
Furniture	\$3,000
3 computers	\$4,000
4-in-one -printer/fax/copier/scanner	\$1,500
Land lines phone systems	\$1,000
Software and licenses	\$2,000
Cellphones and iPads for visiting clinical staff	\$4,000
Total	\$15,500

⁵ See the assumptions worksheet in Exhibit 7B for additional details and rationale for the Washington benchmarks.

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.

Wellspring's historical balance sheets demonstrate sufficient reserves for the proposed project (see Exhibit 7). A letter of financial commitment from Wellspring's owner is attached as Exhibit 10.

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 proposed project will not be debt financed. Therefore, this question is not applicable.

15. Provide the most recent audited financial statements for:

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

As a small business, Wellspring Home Health does not have any audited financial statements. Its accountants track its historical income, expenses, and cash flow, which is included in Exhibit 7, and which we present up to 2020 within Exhibit 7.

It is our understanding the Department requests audited financial statements to assess the ability of the applicant to fund the proposed project. With that in mind, we have attached a letter from Key Bank attesting to the availability of the \$25,000 necessary for the capital expenditures of the proposed project. In addition, although Wellspring does not anticipate its need, this letter identifies Wellspring's revolving credit line of \$100,000 which would be available in the case of cash-flow need. Please see Exhibit 11 for a copy of this attestation letter from Key Bank.

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

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

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

Please see Table 9 below for the anticipated number of staff FTEs upon project completion.

	Aug - Dec 2022	2023	2024	2025
Skilled Nursing	0.78	3.40	4.54	5.22
Physical Therapy	0.58	2.54	3.38	3.89
Occupational Therapy	0.19	0.83	1.11	1.27
Speech Pathology	0.03	0.14	0.19	0.22
Medical Social Services	0.02	0.07	0.10	0.11
Home Health Aid	0.15	0.65	0.86	0.99
Total Clinical FTEs	1.75	7.63	10.18	11.70
Manager / Administrator	0.33	1.00	1.00	1.00
Director of Nursing and Clinical Services	0.33	1.00	1.00	1.00
Business/Clerical	0.67	2.50	2.50	3.00
Total Non-Clinical FTEs	1.33	4.50	4.50	5.00
Total FTEs	3.08	12.13	14.68	16.70

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.

Wellspring Home Health is not an existing Medicare and Medicaid certified home health provider in Washington State. Therefore, this question is not applicable.

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

Type of Staff	Staff / Visit Ratio
Skilled Nursing (RN & LPN)	1.01 FTE per 1,000 Visits
Physical Therapist	0.86 FTE per 1,000 Visits
Occupational Therapist	0.82 FTE per 1,000 Visits
Medical Social Worker	0.84 FTE per 1,000 Visits
Speech Therapist	0.86 FTE per 1,000 Visits
Home Health Aide	0.77 FTE per 1,000 Visits
Other (list)	N/A
Total	0.906 FTE per 1,000 Visits

Source: Applicant

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

The staff to visit ratios were constructed based on Washington Benchmarks estimated from based on public documents for other home projects similar to the proposed project. ⁶

5. If you intend to have a medical director, provide the name and professional license number of the current or proposed medical director. If not already disclosed under 210(1) identify if the medical director is an employee or under contract.

The proposed medical director is Dr. Amar Kapur, DO. Dr. Kapur's license number OP61134689. Dr. Kapur will be contracted to provide medical director services.

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

The medical director will not be an employee. Therefore, this question is not applicable.

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

Please see Exhibit 12 for the resumes of its key personnel. Key staff for the proposed Pierce County services include Joyce Ibanga as the Director of Operations (RCP00075521 - Respiratory Care Practioner Certificate license for Texas), Carol Schmeer as the Director of Nursing and Clinical Services and Tara Sperry as an Occupational Therapist. Carol Schmeer is a registered nurse with license number RN61004740. Tara Sperry is a credentialed Occupational Therapist with license number OT60096143.

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

Wellspring Home Health is not an existing Medicare and Medicaid certified home health provider in Washington State. Therefore, this question is not applicable.

⁶ See the assumptions worksheet in Exhibit 7B for additional details and rationale for the Washington benchmarks.

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.

Wellspring Home Health does not anticipate any barriers to recruiting staff, however if such barriers arise, Wellspring is prepared with its existing relationships with the medical staffing agencies Marvel Medical Staffing and Core Medical Group. Both organizations support Wellspring's operations in Alaska and are prepared to provide the same support should the proposed project be approved.

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

The Wellspring Lakewood office will be open from 9:00am – 5:00pm, Monday through Friday. We will have staff on call 24 hours to assist with any patient needs.

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

Although Wellspring is not an existing Medicare and Medicaid certified home health provider in Washington State, please see Exhibit 13 for a copy of the Wellspring Home Health Quality Improvement Program policy.

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

Wellspring is not an existing Medicare and Medicaid certified home health provider in Washington State. 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.

Wellspring is not an existing Medicare and Medicaid certified home health provider in Washington State. Therefore, this question is not applicable.

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

Wellspring Home Health is currently developing its relationship with ancillary and support services in Washington State. It has experience developing similar relationships with medical supply companies, office supply companies, temporary staff agencies, accounting firms, legal firms, etc. for its Alaska operations. Wellspring anticipates leveraging its existing relationships with medical supply and other vendors to support the proposed Lakewood agency. These include Henry Schein, Medline, Hopkins Medical Products, and SO-LOW Environmental Equipment.

15. For existing agencies, provide a listing of healthcare facilities with which the home health agency has working relationships. Clarify whether any of the existing working relationships would change as a result of this project.

Wellspring is not an existing Medicare and Medicaid certified home health provider in Washington State. Therefore, this question is not applicable.

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

Wellspring is currently developing its relationship with healthcare facilities in Washington State. A list of these organizations and their addresses are provided in Table 11. Wellspring has experience developing similar working relationships for its Alaska operations.

Table 11: List of Potential Referral Organizations		
Referral Source	Address	
Medigan Army Medical Center`	9040 Jackson Ave, Tacoma, WA 98431	
HCR Manor Care	4524 Intelco Lp SE, Lacey, WA 98503	
Dr. In Kwon Park Clinic	8730 S. Tacoma Way, #104 Lakewood	
Tacoma Nursing & Rehab	2102 S 96th Street, Tacoma WA 98444	
MultiCare Clinic	400 15th Av. Puyallup, WA 98372	
Puyallup Nursing & Rehab	516 23rd Ave SE, Puyallup, WA	
American Lake VA Hospital	9600 Veteran Dr. SW Tacoma, WA	
Capital Medical Center	3900 Capital Mall Dr. SW Olympia, WA	
Swedish Hospital -First Hill East	747 Broadway, Seattle, WA	
Carolyn Downs Family Ctr.	2101 E Yesler Way, Seattle, WA	
Immediate Clinic	1560 NE 8th St A-4, Bellevue	
Overlake Medical Center	1035 11th Ave., NE, Bellevue	
Snoqualmie Valley Hospital	9801 Frontier Ave., SE, Snoquaimie	
Virginia Mason Hospital	1100 9th Ave., Seattle, WA	
U.S. Coast Guard Base Seattle	14 S. Massachusetts St. Seattle, WA	
Burien Medical Center Seattle	1440 Ambaum Boulevard SW, Seattle	
Swedish Medical Center	5300 Tallman Ave., NW, Seattle, WA	
Brookdale Senior Living	2326 California Ave., SW, Seattle, WA 98116	
Judson Park Senior Living	23600 Marine View Dr., S. Des Moines, WA	
Quail Park Memory Care	4515 41st Ave., SW, Seattle	
Seattle Childrens Hospital	4800 Sand Point Way, NE Seattle	
Naval Hospital Bremerton	1 Boone Rd., Bremeton, WA	
Source: Applicant		

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

Wellspring Home Health Center has no history with respect to criminal convictions, denial or revocation of a license to practice a health profession, or decertification as a provider of services in the Medicare or Medicaid program.

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

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

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

As stated above, Wellspring is currently developing its relationship with healthcare facilities and ancillary/support organizations in the existing service area. Further, there is significant unmet need for additional home health services in Pierce County that the proposed project will not adversely impact existing Medicare and Medicaid certified home health agencies.

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

Please see Exhibit 14A for the CMS home health agency survey activity report for Wellspring's Alaska agency available on CMS' Certification & Oversight Reports (QCOR) website. The last survey was on 05/17/2017 and showed no deficiencies were found.

Attached in Exhibit 14B is Wellspring Home Health's accreditation letter and certificate from Community Health Accreditation Partner (CHAP).

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

Wellspring does not have a history of condition-level findings. Therefore, this question is not applicable.

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

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

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

The following two options were evaluated in the alternatives analysis:

- Option One: Develop a Medicare/Medicaid Project in Pierce County—The Project
- Option Two: Do Nothing

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

Please see Table 12 through Table 16. These tables provide a summary of advantages and disadvantages of each of the options based on the following evaluative criteria: Promoting availability, or access to healthcare services; Promoting Quality of Care; Promoting Cost and Operating Efficiency; and Legal Restrictions.

Table 12. Alternatives Analysis: Promoting Access to Healthcare Services.

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

Table 13. Alternatives Analysis: Promoting Quality of Care.

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

Table 14. Alternatives Analysis: Cost Efficiency and Capital Impacts.

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

Table 15. Alternatives Analysis: Staffing Impacts.

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

Table 16. Alternatives Analysis: Legal Restrictions.

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

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.**

As previously discussed, there is no construction associated with the proposed project. The minor tenant improvements will be performed in a cost-efficient manner and consistent with appropriate standards.

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.

There is significant unmet need for home health services currently in the Pierce County, as demonstrated by the Department's numeric need methodology for home health services. The proposed Wellspring Home Health project will help increase capacity in the planning area, providing Pierce County residents with timely access to home health services, which will result in enhanced quality, outcomes, and patient experience as patients won't have to delay or forgo receiving the necessary skilled services due to lack of access. Further, without sufficient access home health, this can also lead to increased costs due to preventable emergency room visits or hospitalizations and patients having to receive care at more expensive care alternatives.

Exhibit 1.
Wellspring Organizational Chart

Wellspring Home Health Center, LLC

+ Dr. Ernest Ibanga (50% ownership)

+ Joyce Ibanga (50% ownership).

Alaska (AK) Locations

Wellspring Home Health Center, LLC
201 E. Swanson Ave., Suite 7
Wasilla, AK 99654

Wellspring Home Health Center, LLC
5700 Old Seward Hwy., Suite 102
Anchorage, AK 99518

Washington (WA) Locations

Wellspring Home Health Center, LLC
8815 S. Tacoma Way, Suite 120
Lakewood, WA 98498

Exhibit 2.
Letter of Intent



July 15, 2021

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

RECEIVED

By CERTIFICATE OF NEED PROGRAM at 1:47 pm, Jul 15, 2021

LOI21-07WSHHP

ex: Jan 14, 2022

Letter of Intent: Wellspring Home Health Center, LLC

Dear Mr. Hernandez:

In accordance with WAC 246-310-080, Wellspring Home Health Center, LLC (Wellspring Home Health), an existing licensed-only in-home services provider¹, intends to file a certificate of need application to provide Medicare certified/Medicaid eligible home health services in Pierce County.

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

1. Description of the services proposed:

Wellspring Home Health proposes to provide Medicare and Medicaid certified home health services to Pierce County residents.

2. Estimated Cost of the Proposed Project:

The estimated capital expenditures are \$25,000.

3. Description of the Service Area:

The service area is the Pierce County Planning Area.

Please feel free to contact me if there are any questions on this letter of intent. I can be reached at info@wellspringhomehealth.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Ernest Ibanga", with a long horizontal flourish extending to the right.

Dr. Ernest Ibanga
President
Wellspring Home Health Center, LLC

¹ IHS.FS.61055973

Exhibit 3.

Planning Area Forecast Need Model and Planning Area Supply

Home Health Planning Area Need Model

Planning Area: Pierce

Step 1: Population Estimates

	Base year	Forecast year 1	Forecast year 2	Forecast year 3
	2021	2022	2023	2024
0-64 Years Old	769,918	774,696	779,475	784,253
65-79 Years Old	112,477	117,310	122,143	126,976
80+ Years Old	29,945	31,419	32,894	34,368
Total	912,339	923,425	934,512	945,598

Source: OFM 2017 GMA Projections - Medium Series

Step 2: Projected Patients

	Use Rate	2021	2022	2023	2024
0-64	0.005	3,850	3,873	3,897	3,921
65-79	0.044	4,949	5,162	5,374	5,587
80+	0.183	5,480	5,750	6,020	6,289
Total		14,278	14,785	15,291	15,798

Step 3: Projected Visits

	Visit Multiplier	2021	2022	2023	2024
0-64	10	38,496	38,735	38,974	39,213
65-79	14	69,286	72,263	75,240	78,217
80+	21	115,077	120,744	126,411	132,078
Total		222,859	231,742	240,625	249,508

Step 4: Net Need

	2021	2022	2023	2024
Gross Need	22.29	23.17	24.06	24.95
Supply	18	18	18	18
Net Need	4.00	5.00	6.00	6.00

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

See supply worksheet for inclusion/exclusion determination.

Home Health Methodology

Pierce Home Health Agency Supply

Total Count of In-Home Service Agencies Serving Pierce County:	55
[Counted in Supply] Total Home Health Agencies Serving Pierce County:	18
Total M/M Certified Serving Pierce County:	11

Agency	License Number	CN Approved	Include In Supply?	Notes
A and K Health Care Services LLC	IHS.FS.60844133	No	Exclude	No website found
Advanced Health Care	IHS.FS.00000206	No	Include	Website states the agency serves Pierce, Thurston & King counties
AdvisaCare	IHS.FS.00000156	No	Include	Website states the agency is located in Tacoma and Seattle
Agape Healthcare Services LLC	IHS.FS.60876117	No	Exclude	No website for Washington State found
Ashley House	IHS.FS.00000227	No	Exclude	No specific website for the home health agency; pediatric only
Assured Home Health	IHS.FS.60497952	Pierce	Include	CN Approved for Pierce County
Atlas Home Health	IHS.FS.61117906	No	Exclude	No website found
Avail Home Health	IHS.FS.00000231	No	Exclude	Website focuses on skilled nursing, not any other home health services; Job postings further suggest private duty RN/LPN
Brightstar Care	IHS.FS.60934498	No	Exclude	No specific website for the home health agency.
Careage Home Health	IHS.FS.60848148	Pierce	Include	CN Approved for Pierce County
Careforce	IHS.FS.00000243	No	Exclude	Website states it serves King and Snohomish; Website focuses on skilled nursing, not any other home health services
CHI Franciscan Health at Home	IHS.FS.60506466	Pierce	Include	CN Approved for Pierce County
Childress Nursing Services	IHS.FS.60959298	No	Exclude	Home health agency that focuses on women & families from pre-
Comfort Keepers	IHS.FS.60453361	No	Exclude	Website focuses on home care, not home health.
Critical Nurse Staffing LLC	IHS.FS.60852239	No	Exclude	No specific website for the home health agency; appears to be home care only. 2018 survey response identifies 0 home health admissions
D.C.S. LLC	IHS.FS.60871359	No	Exclude	No website for Washington State found
Encore Home Health	IHS.FS.60922864	No	Exclude	Website focused on residents. Only CN-approved for Kitsap
Envision Home Health	IHS.FS.60521160	Pierce	Include	CN Approved for Pierce County
Everhome Healthcare	IHS.FS.00000184	No	Include	Website states home care and home health provider in Pierce County.
Family Resource Home Care	IHS.FS.60857773	No	Exclude	Website focuses on home care, not home health.
Fedelta Care Solutions	IHS.FS.61028960	No	Exclude	Website focuses on home care, not home health.
Harbor Health Solutions LLC	IHS.FS.60892797	No	Exclude	Website focuses on home care, not home health.
HeartNest Services, LLC	IHS.FS.61110649	No	Exclude	No website found
Home Care by Wesley	IHS.FS.00000028	No	Include	Website states home health provider in King and Pierce counties
Husky Senior Care	IHS.FS.60082962	No	Exclude	Website focuses on senior care; but not home health services.
Infinity Homehealth Solutions Inc.	IHS.FS.60955703	No	Include	Website states it provides skilled nursing and other home health services (e.g. physical therapy)
Kaiser Permanente Home Health and Hospic	IHS.FS.00000305	Pierce	Include	CN Approved for Pierce County
Kays Home Health Services	IHS.FS.60210875	No	Exclude	No website found
Kindred at Home	IHS.FS.00000298	Pierce	Include	CN Approved for Pierce County
Lucid Living	IHS.FS.61100446	No	Exclude	Behavioral health only.
Mary Bridge Infusion and Specialty Services	IHS.FS.00000372	No	Exclude	Infusion services only.
Maxim Healthcare Services	IHS.FS.00000375	No	Exclude	Website focuses on healthcare staffing; not home health agency
MultiCare Home Health, Hospice and Palliativ	IHS.FS.60081744	Pierce	Include	CN Approved for King County
Nuclear Care Partners LLC	IHS.FS.60670421	No	Exclude	Website focuses on personal care services; not home health.
Nursing Evolutions	IHS.FS.60318430	No	Exclude	Pediatric only.
Popes Kids Place	IHS.FS.60083889	No	Exclude	Pediatric only.
Professional Case Management of Washingt	IHS.FS.60474800	No	Exclude	Agency serves children and adolescents only
Providence at Home	IHS.FS.61127868	No	Exclude	No specific website for the home health agency; "Pending license"; Providence already counted in supply (see Providence Sound HomeCare and Hospice)
Providence Sound HomeCare and Hospice	IHS.FS.00000420	Pierce	Include	CN Approved for Pierce County
Puget Sound Home Health	IHS.FS.60332035	Pierce	Include	CN Approved for Pierce County
Puget Sound Home Health of King County	IHS.FS.60751653	No	Include	Website states it provides home health services. Office located in Tacoma
Restoration Health Services	IHS.FS.61090653	No	Exclude	Website states it is a nursing pool.
Right At Home	IHS.FS.00000096	No	Exclude	Website focuses on personal care services; not home health.
Ro Health	IHS.FS.60610351	No	Exclude	No specific website for the home health agency.
RWW Home and Community Rehab Service	IHS.FS.60263077	No	Exclude	Website focuses on rehab services only; not home health

Home Health Methodology

Agency	License Number	CN Approved	Include In Supply?	Notes
Seattle Childrens Hospital Home Care Servic	IHS.FS.00000097	No	Exclude	No specific website for the home health agency; pediatric only
Serengeti Care	IHS.FS.60660148	No	Include	Website states home health provider in Pierce County
Signature Home Health	IHS.FS.00000382	Pierce	Include	CN Approved for Pierce County
Sound Options	IHS.FS.60863143	No	Exclude	No specific information on the website for the home health agency
Tacoma Lutheran Retirement Community	IHS.FS.60236801	No	Exclude	Services for residents. Does not serve entire Pierce County geography.
Total Care	IHS.FS.00000452	No	Exclude	No specific information on the website for the home health agency
Transitions Care Management, LLC	IHS.FS.61057211	No	Exclude	No specific information on the website for the home health agency
Wellspring Home Health, LLC	IHS.FS.61055973	No	Exclude	Applicant seeking CN-approval to provide Medicare/Medicaid certified services.
Wesley Health and Homecare	IHS.FS.60276500	Pierce	Include	CN Approved for Pierce County
Wilderness Shores Nursing	IHS.FS.60055610	No	Exclude	Website focuses on skilled nursing, not any other home health services

Exhibit 4A.
Patient Referral Policy



Wellspring Home Health Center, LLC

PATIENT REFERRAL POLICY

Referral and Acceptance of Patients:

1. Requests for home health services may be received from a variety of sources, including but not limited to hospital discharge planners, physicians, patients family, friends, social services, skilled nursing home facilities, case managers, community agencies or hospitals.
2. Referrals may be accepted by telephone, facsimile (fax), mail or in person by family members or concerned individuals. Acceptance of individuals who request home health services is based on a reasonable expectation that the individual's medical, nursing, and social needs will be met when home health staff members visit the applicant's place of residence.
3. Only qualified staff may take referral information. A log of all persons referred for service will be maintained. Persons rejected will be noted along with the reason for rejection. Persons residing outside of the service area or in need of services not provided by the Agency will be assisted in contacting the appropriate resources.
4. When a request is received for home health services, the patient will be considered for acceptance as a patient if he/she is:
 - a. Homebound.
 - b. In need of intermittent skilled intervention (nursing, therapy or social services).
 - c. In need of private duty services, either skilled or unskilled.
 - d. If there is a reasonable expectation that their medical nursing and social needs can be adequately met in their place of residence

Process of Accepting Patients:

Upon receipt of a referral, an evaluation by an RN and/or appropriate therapist will be made to determine that the care can be adequately and safely performed at home, to assess the patient care needs, and to ensure that the patient meets the admission criteria. Patients will be evaluated by a nurse or appropriate staff member within 48 hours of referral or discharge from a facility whenever possible.



1. The Director of Clinical Services assigns clinical Agency staff to conduct an initial assessment of eligibility for services within 48 hours of acceptance of referral information and/or discharge from the referring facility.
2. The nurse assesses the referral for admission to the Agency based on the established admission criteria. Information is documented on the Intake form which is signed and dated.
3. The RN:
 - a. Contacts the applicant or family by telephone to obtain additional information regarding the applicant's need for services.
 - b. Documents and reviews applicant information on the Intake form.
 - c. Determines if the applicant should be accepted or not accepted for admission to the Agency following an on-site visit to the patient's home.
 - d. Informs the applicant or family of the decision to accept or not accept the applicant for admission.
 - e. Documents the appropriateness of the applicant's admission on the Intake form.
4. The completed Intake form is filed in the clinical record.
5. Patients will be assigned to the appropriate staff members by an RN or under the supervision of the RN according to geographical location, clinical needs of the patient, and the qualifications and availability of staff.
6. At any time that a patient requires additional services, he/she may be referred for care by other disciplines within the Agency or the appropriate additional community resources. The referral will be communicated to all staff members. The patient may be seen by the referred discipline when physician orders are obtained.

Exhibit 4B.
Case Management and Assignment Policy



Wellspring Home Health Center, LLC

CASE MANAGEMENT AND ASSIGNMENTS POLICY

Purpose:

To ensure efficient and effective care management.

Policy:

Agency staff provides case management according to home health Agency policies and procedures.

Procedure:

1. Patients are accepted for admission to home health services according to established admission criteria.
2. An RN or physical therapist will be assigned to each patient as the case manager.
3. A verbal/written order for admission is obtained from the admitting coordinator as required by state regulation.
4. A written certification is obtained from the admitting physician indicating that:
 - a. Home health services are required.
 - b. The patient needs skilled nursing care on an intermittent basis or needs physical, occupational, or speech therapy services.
 - c. A plan for furnishing home health services to the patient has been established and is periodically reviewed by the physician.
 - d. Home health services are furnished while the patient is under the care of a physician.
 - e. Home health services are necessary and reasonable for the treatment of the patient's illness or injury.
 - f. Homebound status is indicated for Medicare patients.
5. A written plan of treatment and orders will be obtained from the admitting physician when applicable.
6. The case manager or designee will make an initial home visit for the purpose of:
 - a. Introduction to the patient, family, and/or caregiver(s)
 - b. Explaining the home health visit procedure to the patient/ patient/family and/or caregiver(s)
 - c. Advising the patient of the Bill of Rights/Responsibilities and the State Hotline number
 - d. Explain how to contact the Agency 24/7, as needed.



7. Answering questions and concerns relevant to home health.
8. Obtaining the patient's signature (or that of a duly authorized representative) on appropriate forms.
9. Performing a comprehensive nursing assessment, physical therapy, or speech pathology assessment.
10. Developing and implementing a nursing care plan or physical therapy plan with the patient/family based on the initial assessment and the admitting physician's plan of treatment.
11. Obtaining and implementing physician orders when applicable.
12. Informing the patient, family, and/or caregiver(s) of the Agency staff assignments.
13. Orienting the assigned Agency staff member to the home health environment and tasks.
14. Developing the Home Health Aide/CNA care plan with the patient/family.
15. Informing the clinical supervisor or designee of staffing needs and other pertinent information regarding the patient.
16. Discussing the patient case management at the first scheduled case conference or as needed following admission to the Agency.
17. Informing patient/family of emergency preparedness classification.
18. Discharge planning.

Exhibit 4C.
Bill of Rights/Responsibilities



Wellspring Home Health Center, LLC

CLIENT BILL OF RIGHTS/RESPONSIBILITIES

Purpose:

To provide a delineated list of patient rights and responsibilities.

Policy:

Patients will be advised at the time of admission and at every re-certification, about their rights and responsibilities regarding the receipt of home health services.

Procedure:

1. During the initial visit and every re-certification, the patient is advised of the individual's rights and responsibilities (Bill of Rights & Responsibilities) in the receipt of home health services.
2. The patient is provided with an understandable written explanation of individual rights and responsibilities regarding the receipt of home health services.
3. The Bill of Rights & Responsibilities will be provided to the patient's legal representative if the patient is unable to comprehend them.
4. Interpreters will be employed as necessary.
5. The patient is given an opportunity to read the written explanation and to ask questions with respect to the Bill of Rights & Responsibilities.
6. The date, signature, and other relevant information with respect to disclosure, discussion and receipt of the patient's Bill of Rights & Responsibilities will be noted on the Authorization for Services form.
7. Contracts with providers and payers contain a section whereby the providers acknowledge and agree to abide by the Patient's Bill of Rights & Responsibilities.
8. The patient who feels his rights have been denied or who desires further clarification of his rights or who desires to lodge a complaint about any aspect of service or care should contact the Administrator or supervising nurse, verbally or in writing. Wellspring Home Health Center's grievance procedure shall be followed in handling grievances or complaints.
9. At the time of admission, the patient shall be given in writing the number of the state's toll-free "hot line" and its hours of operation, and the name, address and phone number of the Administrator and Director of Clinical Services.



Client Rights and Responsibilities

Statement of Purpose:

It is anticipated that observance of these rights and responsibilities will contribute to more effective care and greater satisfaction for the patient as well as the staff. The rights will be respected by all personnel and integrated into all Home Health Programs. A copy of these rights will be given to patients and their families or designated representative. The patient or his/her designated representative has the right to exercise these rights. In the case of a patient adjudged incompetent, the rights of the patient are exercised by the person appointed by law to act on the patient's behalf. In the case of a patient who has not been adjudged incompetent. Any legal representative may exercise the patient's rights to the extent permitted by law.

The Client has the Right:

1. To be fully informed and knowledgeable of all rights and responsibilities before providing pre-planned care and to understand that these rights can be exercised at any time.
2. To appropriate and professional care relating to physician orders.
3. To choose a health care provider.
4. To request services from the Home Health Agency of their choice and to request full information from WellSpring Home Health Center before care is given concerning services provided, alternatives available, licensure and accreditation requirements, organization ownership and control.
5. To be informed in advance about care to be furnished and of any changes in the care to be furnished before the change is made.
6. To be informed of the disciplines that will furnish care and the frequency of visits proposed to be furnished.
7. To information necessary to give informed consent prior to the start of any procedure or treatment and any changes to be made.
8. To participate in the development and periodic revision of the plan of care/service.
9. Confidentiality and privacy of all information contained in the patient record and of Protected Health Information.
10. Expect that the patient's medical history be released only as required by law or authorized by the patient or the patient's legal representative.



11. To information necessary to refuse treatment within the confines of the law and to be informed of the consequences.
12. To treatment with utmost dignity and respect by all WellSpring Home Health Center representatives, regardless of the patient's chosen lifestyle, cultural mores, political, religious, ethical beliefs, having or not having executed an advance directive and source of payment without regard to race, creed, color, sex, age or handicap.
13. To have his/her property and person treated with respect, consideration and recognition of patient dignity and individually.
14. To receive and access services consistently and in a timely manner from WellSpring Home Health Center to his/her request for service.
15. To be admitted for service only if WellSpring Home Health Center has the ability to provide safe professional care at the level of intensity needed and to be informed of WellSpring Home Health Center's limitations.
16. To reasonable continuity of care.
17. To an individualized plan of care and teaching plan developed by the entire health team including the patient and/or family.
18. To be informed of patient rights under Washington State law to formulate advanced care directives without fear of reprisal whether or not an advance directive is prepared and to know that WellSpring Home Health Center will follow the patient's requests regarding the advance directive in providing care.
19. To be informed of anticipated outcomes of service/care and of any barriers in outcome achievement.
20. To be informed of patient rights regarding the collection and reporting of OASIS information.
21. To expect confidentiality of services provided and to access information in the medical records within two (2) working days upon written request.
22. To be informed within a reasonable time of anticipated termination of service of plans for transfer to another health care facility/provider.
23. To be informed verbally and in writing and in advance of care:
 - a. The organization's billing policies and payment procedures.
 - b. The care and services to be provided.
 - c. Any changes in the care to be provided.



- d. The type & frequency of the proposed services to be provided.
 - e. The name of the person supervising the care and how to contact that person.
24. To be able to identify visiting staff members through proper identification.
 25. To be informed orally 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.
 26. To honest, accurate, forthright information, regarding the home health industry in general and Wellspring Home Health Center in particular, including cost per visit, employee qualifications, names and titles of personnel, etc.
 27. To access necessary professional services 24 hours a day, 7 days a week.
 28. To be referred to another agency if he/she is dissatisfied with Wellspring Home Health Center or we cannot meet the patient's needs.
 29. To receive disclosure information regarding Wellspring Home Health Center ownership and control and of any beneficial relationship the organization has that may result in profit for the referring organization.
 30. To education, instruction and a list of requirements for continuity of care when the services of Wellspring Home Health Center are terminated.
 31. To be free of abuse, neglect and exploitation of any kind including Wellspring Home Health Center employees, volunteers or contractors.
 32. To privacy to maintain his/her personal dignity and respect.
 33. To know that Wellspring Home Health Center has liability insurance sufficient for the needs of Wellspring Home Health Center.
 34. To be advised that the agency complies with WAC 246-335-535 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 Washington State law and to know that Wellspring Home Health Center will honor the patient's advance directives in providing care.
 35. To receive advance directives information prior to or at the time of the first home visit, as long as the information is furnished before care is provided and to know that the Washington State Department of Social and Health Services (800)737-0617 may be used to lodge complaints regarding the implementation of the Advance Directive requirement.



36. To voice grievances regarding treatment or care that is (or fails to be) furnished, or regarding the lack of respect of property or recommend changes in policy, staff, or service/care without restraint, interference, coercion, discrimination, or reprisal and to know that grievances will be resolved and the patient notified of the resolution within 30 days.

37. To be advised of the toll-free home health hot line for the State of Washington State Department of Social and Health Services hotline to receive complaints or questions about the organization. The Hotline is (800)737-0617 or askdshs@dshs.wa.gov

The Client has the Responsibility:

1. To provide, to the best of his/her knowledge, accurate and complete information about:
 - a. Past and present medical histories.
 - b. Unexpected changes in his/her condition.
 - c. Whether he/she understands a course of action selected.
2. To follow the treatment recommended by the particular handling of the case.
3. For his/her actions if he/she refused treatment or does not follow the physician’s orders.
4. To respect the rights of all staff providing service.
5. To notify WellSpring Home Health Center promptly in advance of an appointment or visit you must cancel.
6. To participate and become independent in their own care to the extent possible, utilizing self, family and other sources.
7. To comply with the rules and regulations established by WellSpring Home Health Center and any changes subsequent to the rules.

Signature of Client

Date of Signature

Nurse/Therapist Signature

Date of Signature

PATIENT NAME (Last, First)	MEDICAL RECORD #

Exhibit 5A.
Admissions Criteria Policy



Wellspring Home Health Center, LLC

ADMISSION CRITERIA POLICY

ELIGIBILITY CRITERIA:

Admission criteria are standards by which a patient can be judged for admission. These standards include assessment of the adequacy and suitability of Agency personnel to meet the patient's needs, the Agency's resources to provide the required services, and a reasonable expectation that the patient's needs may be adequately met in the patient's place of residence. Patients are accepted for care without regard to age, race, color, creed, sex, national origin or handicap(s).

Admission Criteria:

1. Patients shall be accepted for care without discrimination on the basis of age, sexual orientation, gender, mental/physical handicap, race, religion, ancestry or national origin.
2. Patients shall be accepted for care on the basis of a reasonable expectation that the patient's health and social needs can be met safely and adequately by the Agency in the patient's place of residence.
3. The Agency shall consider the medical, nursing and social aspects of the patient's condition in making the decision to accept the patient for care. Considerations relevant to the acceptance of patients shall include, but not necessarily be limited to:
 - a. Adequacy and suitability of Agency personnel and resources to provide the services required by the patient.
 - b. Attitudes of patient and his family toward his/her care at home. Patient and/or family must desire home health services. If at any time during the course of treatment of patient, because of the patient's general attitude towards care, i.e., patient can be discharged upon reasonable written notice to him and the attending physician and proper community agencies notified.
 - c. Reasonable expectation that the patient's medical, nursing and social needs can be met adequately in his residence, including a plan to meet medical emergencies.
 - d. Adequate physical facilities and equipment in the patient's residence for safe, effective care.
4. Patients needing skilled care must be under the care of a physician. The physician's plan of treatment shall include orders for all services except household, chore, or sitter services unless such orders are required by the state.
5. The patient must reside within the geographical area that the Agency services.
6. Services and care must conform to current standards of practice for the respective discipline and should be reasonable and necessary to the treatment of a medical or psychiatric disorder.
7. The RN will determine type, appropriateness, and adequacy of requested services including at a minimum an initial home visit for assessment of the patient's needs and development of the patient care plan within 48 hours of the start of service.



8. Patient signature: On admission, each patient will sign admission forms as outlined in the admission packet. Should the patient be unable to sign their full name, the patient will make their mark (i.e. X), which will be witnessed by an individual that has no direct connection to the agency.

9. On admission, each patient shall receive:

- a. A copy of the patient Bill of Rights and Responsibilities which includes the State Hotline number.
- b. A copy of the Agency's Patient Grievance Policy.
- c. A description of available services, service charges, payment sources, discharge planning process, and geographic area served.
- d. The Agency brochure.
- e. Information on Advance Directives.
- f. A copy of the Agency's policy on Abuse, Neglect and Exploitation.

Types of Patients Admitted:

1. Patients with acute, non-chronic, episodic type disease or disability who will return to pre-illness level of functioning.
2. Patients with chronic disease or disability that are experiencing acute episodes of illness but have the potential for returning to pre-episodic level of functioning.
3. Patients with chronic disease or disability who, even though a return to pre-illness level of functioning is not possible, do have the potential for increasing their level of functioning and will eventually function without Agency services.
4. Patients with advanced stage chronic disease who can only be maintained at home if they have ongoing Agency services.
5. Patients with end stage disease.

Non Admittance Services:

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

- a. Notify the Director of Clinical Services or designee.
- b. Notify the physician.
- c. Write a brief note on the referral or using a narrative, if necessary, describing the reason the person could not be admitted to service.
- d. The above should be completed within 24 hours.

Exhibit 5B.
Patient Grievance Policy



Wellspring Home Health Center, LLC

PATIENT GRIEVANCE POLICY

Definition:

A grievance is a concern relating to patient care conditions or to relationships between a patient and the Agency or a caregiver in which the patient believes that he/she has been wronged and wants the wrong corrected. It is regarding problem areas in the delivery of care which appear to threaten the health and well-being of the patient.

Wellspring Home Health Center will investigate any complaint made by patient or patient's family or guardian regarding treatment or care that is (or fails to be) furnished, or regarding the lack of respect for the patient's property by anyone furnishing services on behalf of Wellspring Home Health Center. Both the existence of the complaint and the resolution of the complaint will be documented. All complaints/grievances are retained for a minimum of three (3) years.

Procedure:

1. When a patient is admitted to Wellspring Home Health Center, he/she is to be given an admission packet that includes a copy of Wellspring Home Health Center Bill of Patient Rights and Responsibilities. This policy indicates that grievances are to be filed with the Agency Administrator. The fact that the policy was given to the patient is to be recorded in the clinical record.
2. All grievances and concerns are to be dealt with by the Administrator or his/her designee.
3. When a grievance is received, whether written or verbal, it is to be documented in the patient's clinical record by the Administrator or his/her designee. It is also to be noted in a log kept by the Administrator.
4. The resolution of the problem is also to be documented in the same manner.
5. Each written grievance received is to be responded to in writing by Wellspring Home Health Center within ten (10) days.
6. Grievance received after hours, on weekends and holidays and whenever the office is closed are handled on the next business day.
7. Each written or verbal grievance received is to be responded to in writing by the Administrator within ten (10) days. This information is reviewed by the Administrator and a complaint form is completed by the Administrator. Each person involved is interviewed by the Administrator who then evaluates all collected information.



8. After thorough evaluation, The Administrator makes a determination and formulates a decision notifying all persons involved. All information regarding activities, investigation, analysis, resolution and outcomes are documented in the Administrator's log and in the patient's chart.
9. The response is to explain the decision rendered by Wellspring Home Health Center and it is to notify the patient of his/her right to appeal.
10. A copy of the outcome is to be filed in the clinical record and noted in the Administrator's log.
11. If the patient files an appeal, it is to be reviewed and responded to by a member of the Governing Body within thirty (30) days of its receipt by Wellspring Home Health Center.
12. The response to the appeal is to be filed in the patient's clinical record and noted in the Administrator's log.

Patient Grievance:

Your complaints or problems are important to Wellspring Home Health Center. We will give full consideration to a problem or complaint and make an effort to resolve the issue in an agreeable manner. We assure you that you will have the opportunity to voice grievances and recommend changes in services and/or policies without discrimination, coercion, reprisal, or unreasonable interruption of services or reprisal in any manner from Wellspring Home Health Center.

If you have a complaint, please:

1. Submit the complaint either verbally or in writing to the Administrator or supervisor. If you call after normal business hours, you will be contacted by the Administrator on the next business day.
2. The Administrator or supervisor will contact you or your representative and will make every effort to resolve the complaint to your satisfaction. They will document all activities involved with the grievance/complaint/concern, investigation, analysis and resolution. You will be notified of the Administrator's decision within thirty (30) days.
3. If the complaint cannot be resolved to your satisfaction, you may request that the Administrator submit your complaint to Wellspring Home Health Center Governing Body:

Ernest Ibanga, President
Wellspring Home Health Center, LLC
8815 S. Tacoma Way, Suite 120
Lakewood, WA 98498
(253)625-7606



THANK YOU FOR SHARING YOUR CONCERNS WITH US

Please be advised that you may lodge complaints with Facilities Licensing Washington State Department of Health hotline number at (360)236-4700 during regular business hours. Leave a message after regular business hours.

Exhibit 5C.
Policy on Abuse, Neglect and Exploitation



Wellspring Home Health Center, LLC

Reporting of Abuse, Neglect and Exploitation

Policy:

It is the policy of Wellspring Home Health Center to comply with all relevant laws regarding the mandatory reporting of all suspicions of abuse or neglect.

Procedure:

If Wellspring Home Health Center becomes aware of possible abuse of a client, or has reasonable suspicion of abuse or neglect, Wellspring Home Health Center is required by law to notify the Washington Department of Human Services. The Administrator or his designee will be responsible for this notification. To ensure all incidences of abuse/neglect are reported to the proper authorities and according to the law, any employee who witnesses neglect or sexual abuse involving a client while under the care of Wellspring Home Health Center Employees shall report the incident to the Administrator as soon as possible but in no event less than twenty-four (24) hours after witnessing the incident.

Vulnerable Adult Mandatory Reporting:

It is the policy of Wellspring Home Health Center to protect the adults served by Wellspring Home health Center who are vulnerable to maltreatment and to require the reporting of suspected maltreatment of vulnerable adults, in accordance with the Wellspring Home Health Center Maltreatment of Vulnerable Adults Mandated Reporting Policy and as the same may be amended at any time and from time to time. All employees must comply with these policies and failure to so comply will result in disciplinary action, up to and including immediate termination.

The general public can call the Washington Adult and Protective Services or the Senior and Disability Services or the Washington Adult Abuse Reporting Center at (877)734-6277 (TTY) (800)977-5456 to report suspected maltreatment of vulnerable adults. The center will be open 24/7 for reports of financial exploitation, caregiver neglect or self-neglect, or verbal, physical, sexual or emotional abuse. Good faith reporting of suspected maltreatment is encouraged. The identity of reporters is protected. Reporters can ask to receive notice of the initial outcome of their report.

Mandatory Reporters

Report Abuse

Any person can report abuse even if you are not a mandatory reporter.



Mandatory Reporters are professionals identified by law who MUST make a report if they have reason to believe that the abuse, abandonment, neglect, or financial exploitation of a vulnerable adult has occurred. Mandatory reporters are:

- Employees of the Department of Social and Health Services (DSHS).
- Law Enforcement.
- Social Workers.
- Professional School Personnel.
- Contracted Individual Providers caring for a DSHS client.
- Employees of a social service, welfare, mental health, home care, hospice, home health, adult day care, and adult day health agency.
- Owners or employees of nursing homes, boarding homes, or adult family homes.
- Health Care Providers subject to Title 18 RCW (such as nurses and doctors).
- Christian Science Practitioner.

Vulnerable Minor Mandatory Reporting:

It is the policy of WellSpring Home Health Center to protect the minor children served by WellSpring Home Health Center whose health or welfare may be jeopardized through physical abuse, neglect, or sexual abuse and to require the reporting of suspected abuse of children, in accordance with WellSpring Home Health Center Maltreatment of Minors Mandated Reporting Policy and as the same may be amended at any time and from time to time. All employees must comply with these policies and failure to so comply will result in disciplinary action, up to and including immediate termination.

Non-Discrimination:

All WellSpring Home Health Center employees will provide the highest quality service to WellSpring Home Health Center clients regardless of the client's color, race, religion, creed, sexual orientation, national origin, disability and source or level of funding.

Exhibit 6.
Financial Assistance Policy



Wellspring Home Health Center, LLC

FINANCIAL ASSISTANCE POLICY

Policy:

Any self-pay, uninsured patient who indicates an inability to pay will be screened for charity care. Additionally, at the discretion of the agency, any insured patient who indicates an inability to pay their liability after their insurance has paid may be screened for charity care. Screening for charity care will occur only after all other potential resources have been exhausted. The agency will utilize the most current Federal Poverty Guidelines in the determination of Charity Care allowances.

Procedure:

1) DOCUMENTATION REQUIREMENTS

Application

In order to qualify for charity care, a Confidential Financial Statement should be completed. The agency Social Worker will assist the patient in completing the form as necessary. The Confidential Financial Statement allows for the collection of information. Income and documentation requirements are defined below. Pending the completion of such application, the patient should be treated as a pending charity care patient in accordance with the agency's policies and the appropriate financial class recorded to reflect this status.

Family Members: Patients will be required to provide the number of family members in their household.

- **Adults:** In calculating the number of family members in an adult patient's household, include the patient, the patient's spouse and/or legal guardian, and all dependents.
- **Minors:** In calculating the number of family members in a minor patient's household, include the patient, the patient's mother and/or father and/or legal guardian and any other dependents.

Income Calculation: Patients will be required to provide their household's yearly gross income.

- **Adults:** The term “yearly income” on the Confidential Financial Statement means the sum of the total yearly gross income of the patient and patient’s spouse.
- **Minors:** If the patient is a minor, the term “yearly income” on the Confidential Financial Statement means income from the patient, the patient’s mother and/or father and/or legal guardian and any other dependents.

Income Verification

Patients will be required to verify the income set forth in the Confidential Financial Statement in accordance with the documentation requirements identified below in cases where documentation is available. Income documentation may include IRS Form W-2, wage and earnings statement, paycheck stub, tax returns, telephone verification by employer of the patient’s income, bank statements, or other appropriate indicators of income.

- 2) The Confidential Financial Statement will be reviewed by the Director of Operations / Administrator who will determine the amount of discount allowed for the patient’s care. Once a charity determination has been made, the outcome must be communicated to the patient in writing. See attached letter.
- 3) The agency will utilize the current published Federal poverty guidelines published each year. Source of information on the guidelines: <http://aspe.hhs.gov/poverty>
- 4) At a minimum, the agency will document family size and gross family income and a credit report will be secured. Charity care will be granted based upon the following suggested income levels.

Income Level Discount Amount

Less than 200% of the Federal Poverty Level 100% Discount
 200% to 300% of the Federal Poverty Level 75% Discount
 301% to 350% of the Federal Poverty Level 50% Discount
 350% to 400% of the Federal Poverty Level 25% Discount
 Greater than 400% of Federal Poverty Level Patient Pays Full charges

Agency Name: Wellspring Home Health Center, LLC
Agency Address: 8815 S. Tacoma Way, Suite 120, Lakewood, WA 98498
Agency Phone: (253)625-7606
Guarantor Name:
Guarantor Address:

Date:

RE: Account Number:

Patient Name:
Dates of Service:
Account Balance:

- Your account has been reviewed for possible charity assistance. After review of all of your submitted financial documentation it has been determined you **do** meet eligibility guidelines for full charity assistance on this account.
- Your account has been reviewed for possible charity assistance. After review of all of your submitted financial documentation it has been determined you **do not** meet eligibility guidelines for full charity assistance on this account.
- Your account has been reviewed for possible charity assistance. After review of all of your submitted financial documentation it has been determined you meet eligibility guidelines for **partial** charity assistance on this account.
You charity allowance is _____.
Your responsibility is _____.

If you have any questions, please feel free to contact us at (agency phone) during normal business hours.

Patient Financial Services Department
Agency Name: Wellspring Home Health Center, LLC
Agency Phone Number: (253)625-7606

Charity Care Confidential Financial Statement

PATIENT

Name		Marital Status	Social Security Number
Street Address, City, State, Zip		How long at this address	Home Phone
Employers Name and Address (If Unemployed –How Long)			Business Phone
Position / Title	Monthly income – Gross	Monthly income -Net	Length of current employment

SPOUSE

Name		Social Security Number	
Employer Name and Address		Business Phone	
Position / Title	Monthly income – Gross	Monthly income –Net	Length of current employment

DEPENDENTS

Name of Dependent	Year of Birth	Do any other persons contribute to the dependents support? If Yes \$ Amount

Monthly Income

Dividends, Interest	\$	Child Support / Alimony	\$
Public Assistance / Food Stamps	\$	Rental Income	\$
Social Security	\$	Grants	\$
Unemployment Compensation	\$	IRA	\$
Workers' Compensation	\$	Other	\$
Savings	\$		

EXPENSES PER MONTH

Mortgage / Rent Payment: \$ Balance: \$	Medical / Dental \$
Own Home? (Yes/No)	Doctor – Name \$
Food \$	Doctor – Name \$
Utilities: \$	Doctor – Name \$
Electric \$	Credit Cards: \$
Gas \$	Insurance:
Water / Sewer \$	Auto Premium \$
Trash \$	Life Insurance \$

Phone \$	Health Insurance \$
Cable \$	Installment Loans \$
Auto Payments \$	Child Support \$
Auto Expenses \$	Miscellaneous Expenses \$
OFFICE USE ONLY Gross income _____ Net income _____ Total Expenses _____ Total Net income(loss) _____	To my knowledge the information provided above is true. I authorize a Credit Bureau Report to be secured by the Agency or its agent to verify my financial standing.

Signature of Patient or Legal Representative: _____ Date: _____

Exhibit 7A.
Historical Financial Statements

**Wellspring Home Health
Historical Income Statement
(AK + WA Facilities)**

	2017	2018	2019	2020
Revenue				
Total Net Revenue	\$ 390,499	\$ 1,129,422	\$ 2,376,063	\$ 4,257,652
Expenses				
Employee Salaries and Benefits	\$ 407,551	\$ 584,938	\$ 854,154	\$ 1,377,922
Supplies	\$ 14,591	\$ 39,652	\$ 51,842	\$ 41,970
Rent/Lease Building	\$ 23,270	\$ 30,345	\$ 36,065	\$ 56,053
Information Technology	\$ 10,978	\$ 16,624	\$ 38,186	\$ 71,051
Building Maintenance	\$ 1,068	\$ 180	\$ 116	\$ -
Purchased Services	\$ 159	\$ 118	\$ 565,070	\$ 499,240
Other Expenses	\$ 201,338	\$ 466,206	\$ 114,503	\$ 243,181
Lakewood Facility Lease	\$ -	\$ -	\$ 22,570	\$ 16,340
Overhead Allocation	\$ -	\$ -	\$ 2,000	\$ -
Other Income/Expenses	\$ (0.12)	\$ (5)	\$ 47	\$ (10,000)
Total Expenses	\$ 658,955	\$ 1,138,058	\$ 1,684,552	\$ 2,299,248
Net Income Before Interest	\$ (268,456)	\$ (8,635)	\$ 691,512	\$ 1,958,404
Interest Expense	\$ 23,462	\$ 10,026	\$ 4,295	\$ (735)
Net Income Less Interest Expense	\$ (291,918)	\$ (18,661)	\$ 687,216	\$ 1,959,139

**Wellspring Home Health
Balance Sheet
(AK & WA Facilities)**

	<u>December 31, 2017</u>	<u>December 31, 2018</u>	<u>December 31, 2019</u>	<u>December 31, 2020</u>
Assets				
Current assets:				
Cash and Cash Equivalents	\$ 47,822	\$ (26,438)	\$ 169,061	\$ 395,258
Accounts Receivable				\$ 2,154,132
Other Current Assets	0	0	2,500	8,064
Total Current Assets	<u>47,822</u>	<u>(26,438)</u>	<u>171,561</u>	<u>2,557,454</u>
Property, Plant, and Equipment, Net	7,802	14,704	132,374	139,874
Other Assets	0	0	28,525	28,525
Total Assets	<u><u>\$ 55,624</u></u>	<u><u>\$ (11,734)</u></u>	<u><u>\$ 332,460</u></u>	<u><u>\$ 2,725,854</u></u>
Liabilities				
Total Current Liabilities	8,625	(1,991)	0	782,453
Long Term Liabilities	32,767	86,135	0	0
Total Liabilities	<u>41,392</u>	<u>84,144</u>	<u>0</u>	<u>782,453</u>
Equity				
Member Draws/Equity, Net	317,471	223,941	(50,379)	(348,199)
Retained Earnings	(18,226)	(301,157)	(319,819)	332,460
Net Income	(285,013)	(18,661)	702,658	1,959,139
Total Equity	<u>14,232</u>	<u>(95,878)</u>	<u>332,460</u>	<u>1,943,401</u>
Total Liabilities and Stockholders' Equity	<u><u>\$ 55,624</u></u>	<u><u>\$ (11,734)</u></u>	<u><u>\$ 332,460</u></u>	<u><u>\$ 2,725,854</u></u>

Exhibit 7B.
Financial Pro Forma

Wellspring Home Health Center, LLC
Revenue and Expense Statement

	Partial Year			
	(Aug - Dec) 2022	2023	2024	2025
# of Months	4	12	12	12
<i>Total Gross Revenue</i>				
Medicare	\$ 319,465	\$ 1,392,703	\$ 1,857,146	\$ 2,136,742
Medicaid	24,893	108,522	144,713	166,499
Commercial/Other	70,531	307,480	410,019	471,748
Total Gross Revenue	414,889	1,808,705	2,411,878	2,774,990
<i>Deductions from patient service revenue</i>				
Contractual Adjustments	61,653	268,774	358,405	412,364
Bad Debt	5,394	23,513	31,354	36,075
Charity Care	6,638	28,939	38,590	44,400
Total Deductions	73,684	321,226	428,350	492,838
Total Net Revenue	341,205	1,487,479	1,983,528	2,282,152
<i>Operating Expenses</i>				
Salaries	233,620	920,158	1,127,387	1,275,175
Benefits	70,553	277,888	340,471	385,103
Medical Director	9,667	38,000	38,000	38,000
Supplies	7,148	31,165	41,558	47,815
Base Rent	6,000	18,000	18,000	18,000
Other Property Expenses	1,164	3,492	3,492	3,492
Information Technology	7,567	22,700	22,700	22,700
Equipment	1,867	5,600	5,600	5,600
Maintenance	233	700	700	700
Purchased Services	17,968	78,334	104,458	120,184
Mileage & Travel	9,660	42,115	56,160	64,615
B & O Tax	5,118	22,312	29,753	34,232
Other Expenses	2,125	9,265	12,355	14,215
Total Operating Expenses	372,690	1,469,729	1,800,634	2,029,831
<i>Non-Operating Expenses</i>				
Overhead Allocation	15,354	66,937	89,259	102,697
Depreciation & Amortization	1,486	4,457	4,457	4,457
Total Non-Operating Expenses	16,840	71,394	93,716	107,154
Total Expenses	389,530	1,541,122	1,894,350	2,136,985
Net income	(48,325)	(53,643)	89,179	145,167

**Wellspring Home Health Center, LLC
Staffing Worksheet**

	PY 2022	2023	2024	2025
# of Months	4	12	12	12

		PY 2022	2023	2024	2025
Visits	Skilled Nursing	773	3,370	4,493	5,170
	Physical Therapy	676	2,948	3,931	4,523
	Occupational Therapy	232	1,011	1,348	1,551
	Speech Pathology	39	168	225	258
	Medical Social Services	19	84	112	129
	Home Health Aid	193	842	1,123	1,292
	Total Visits	1,932	8,423	11,232	12,923

		FTEs Per 1,000 Visits	PY 2022	2023	2024	2025
Clinical FTEs	Skilled Nursing	1.01	0.78	3.40	4.54	5.22
	Physical Therapy	0.86	0.58	2.54	3.38	3.89
	Occupational Therapy	0.82	0.19	0.83	1.11	1.27
	Speech Pathology	0.84	0.03	0.14	0.19	0.22
	Medical Social Services	0.86	0.02	0.07	0.10	0.11
	Home Health Aid	0.77	0.15	0.65	0.86	0.99
	Total Clinical FTEs		1.75	7.63	10.18	11.70
Management and Non-Clinical FTEs	Manager / Administrator		0.33	1.00	1.00	1.00
	Director of Nursing and Clinical Services		0.33	1.00	1.00	1.00
	Business/Clerical		0.67	2.50	2.50	3.00
	Total Non-Clinical FTEs		1.33	4.50	4.50	5.00
Total FTEs	Total FTEs		3.08	12.13	14.68	16.70

		Salaries Per FTE	PY 2022	2023	2024	2025
Salaries	Skilled Nursing	81,101	63,259	275,743	368,199	423,347
	Physical Therapy	89,911	52,148	228,374	303,899	349,754
	Occupational Therapy	89,817	17,065	74,548	99,697	114,068
	Speech Pathology	91,280	2,738	12,779	17,343	20,082
	Medical Social Services	67,169	1,343	4,702	6,717	7,389
	Home Health Aid	35,814	5,372	23,279	30,800	35,456
	Manager / Administrator	89,496	29,534	89,496	89,496	89,496
	Director of Nursing and Clinical Services	89,496	29,534	89,496	89,496	89,496
	Administrative and Clerical	48,696	32,626	121,740	121,740	146,088
	Total Salaries		233,620	920,158	1,127,387	1,275,175

Wellspring Home Health Center, LLC
Contractual Allowances and Deductions

	PY 2022	2023	2024	2025
# of Months	4	12	12	12
<i>Gross Revenues</i>				
Medicare	\$ 319,465	\$ 1,392,703	\$ 1,857,146	\$ 2,136,742
Medicaid	24,893	108,522	144,713	166,499
Commercial/Other	70,531	307,480	410,019	471,748
Total Gross Revenue	414,889	1,808,705	2,411,878	2,774,990
<i>Contractual Allowances</i>				
Medicare	\$ 22,363	\$ 97,489	\$ 130,000	\$ 149,572
Medicaid	13,193	57,517	76,698	88,245
Commercial/Other	26,097	113,768	151,707	174,547
Total Contractual Allowances	61,653	268,774	358,405	412,364
<i>Total Deductions</i>				
Contractual Adjustments	\$ 61,653	\$ 268,774	\$ 358,405	\$ 412,364
Bad Debt	5,394	23,513	31,354	36,075
Charity Care	6,638	28,939	38,590	44,400
Total Deductions	73,684	321,226	428,350	492,838

**Wellspring Home Health Center, LLC
Depreciation Worksheet**

	Capital Expenditures	Useful Life (Years)	Monthly Depreciation
Tenant Improvements	\$9,500	7	\$113
Equipment	\$15,500	5	\$258

	Partial Year 2022	2023	2024	2025
# of Months	4	12	12	12
Depreciation (TI)	\$452	\$1,357	\$1,357	\$1,357
Depreciation (Equipment)	\$1,033	\$3,100	\$3,100	\$3,100
Total Depreciation	\$1,486	\$4,457	\$4,457	\$4,457

Wellspring Home Health Center, LLC Financial Model Assumptions

While preparing the financial model, it was determined that Wellspring's Alaska operations are unlikely to be representative of the Washington State operations due to its demographic and economic differences. Unless otherwise noted, the assumptions are based on average of public documents for other home projects similar to Wellspring's proposed project ("Washington Benchmarks"). These included the approvals of Amicable Healthcare, Inc (CN #19-52) in King County, Providence Home Health (CN #20-24) in Clark County, and Eden Home Health (CN #19-67) in Spokane County. We decided it was most reasonable to apply financial assumptions which reflected an average across multiple applicants whose projects were approved in representative counties across Washington State. King County, Clark County, and Spokane County all reflect relatively urban and population dense counties, and all rank within the top five populous counties in Washington State.

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

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

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

<i>Operating Expenses</i>	Calculation Method	Estimate
Salaries	See Staffing Worksheet	See Staffing Worksheet
Benefits	% of Salaries	30.2%
Medical Director*	MDA Section 4	\$20K annual maintenance fee. \$150/hr service fees assumed at 5 hours per month in 2022 and 10 hours per month assumed in 2023-2025
Supplies	Per Visit	3.7
Base Rent*	Lease Section 1.7 (Monthly)	1,500
Other Property Expenses*	Lease Section 1.7 (Monthly)	291
Information Technology	Annual Amount Adj by # Months	22,700
Equipment	Annual Amount Adj by # Months	5,600
Maintenance	Annual Amount Adj by # Months	700
Purchased Services	Per Visit	9.3
Mileage & Travel	Per Visit	5.0
B & O Tax	% of Net Revenue	1.50%
Other Expenses	Per Visit	1.1

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

*Not based on Washington Benchmarks

Wellspring Home Health Center, LLC
Cash Flow Statement (WA Only)

	-----Forecast-----			
	<u>YEAR 0</u> PY 2022	<u>Year 1</u> 2023	<u>Year 2</u> 2024	<u>Year 3</u> 2025
Beginning Balance	\$ -	\$ (47,168)	\$ (95,021)	\$ 47,497
<u>CASH INFLOWS</u>				
<u>Investment Income</u>				
Short term Investment				
<u>Loan & Equity proceeds</u>				
Equity for Project Capital Exp	\$ 25,000			
Equity - Other				
Working Capital Loan				
Subtotal Cash Proceeds	\$ 25,000	\$ -		
<u>Net Revenue</u>				
Net Revenue	\$ 341,205	\$ 1,487,479	\$ 1,983,528	\$ 2,282,152
<u>Adjustments</u>				
Days in A/R (50 days)	\$ (46,740)	\$ (203,764)	\$ (271,716)	\$ (312,624)
A/R from prior year		\$ 46,740	\$ 203,764	\$ 271,716
Total Cash inflows	\$ 319,465	\$ 1,330,455	\$ 1,915,576	\$ 2,241,244
<u>CASH OUTFLOWS</u>				
<u>Capital Expenditures</u>				
	\$ 25,000			
<u>Operating Expenses</u>				
Direct Costs	\$ 372,690	\$ 1,469,729	\$ 1,800,634	\$ 2,029,831
Days in A/P (30 Days)	\$ (31,057)	\$ (122,477)	\$ (150,053)	\$ (169,153)
A/P from prior year		\$ 31,057	\$ 122,477	\$ 150,053
Interest & Depreciation	\$ 1,486	\$ 4,457	\$ 4,457	\$ 4,457
Subtotal Operating Expenses	\$ 343,118	\$ 1,382,766	\$ 1,777,515	\$ 2,015,188
<u>Existing Debt</u>				
Working Capital Repayment	\$ -	\$ -	\$ -	\$ -
Principal Repayment	\$ -	\$ -	\$ -	\$ -
<u>Adjustments</u>				
Depreciation	\$ (1,486)	\$ (4,457)	\$ (4,457)	\$ (4,457)
Subtotal Adjustments	\$ (1,486)	\$ (4,457)	\$ (4,457)	\$ (4,457)
Total Cash Outflows	\$ 366,632	\$ 1,378,309	\$ 1,773,058	\$ 2,010,731
Increase (Decrease)	\$ (47,168)	\$ (47,854)	\$ 142,518	\$ 230,513
*Any negative cash flow in a year specific to the proposed project will be covered by Wellspring Home Health Center, LLC reserves. See Wellspring (AK + WA) balance sheet that demonstrates Wellspring has sufficient cash reserves, as well as the letter of financial commitment from Wellspring's administrator. Further, see the attestation letter from Key Bank that Wellspring has a revolving line of credit of \$100,000 available to be utilized in case of cash flow need.				

Wellspring Home Health Center, LLC
Balance Sheet (WA Only)

	-----Forecast-----			
	<u>YEAR 0</u> PY 2022	<u>Year 1</u> 2023	<u>Year 2</u> 2024	<u>Year 3</u> 2025
ASSETS				
Cash and Equivalents	\$ (47,168)	\$ (143,346)	\$ (6,146)	\$ 367,188
Accounts Receivable	\$ 46,740	\$ 203,764	\$ 271,716	\$ 312,624
Other Current Assets	\$ -	\$ -	\$ -	\$ -
Current Assets	\$ (428)	\$ 60,418	\$ 265,570	\$ 679,812
Property, Plant, & Equip	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
Accumulated Depreciation & Amortization	\$ 1,486	\$ 5,943	\$ 10,400	\$ 14,857
Net PP&E	\$ 23,514	\$ 19,057	\$ 14,600	\$ 10,143
Other Assets	\$ -	\$ -	\$ -	\$ -
Total Assets	\$ 23,087	\$ 79,475	\$ 280,170	\$ 689,955
LIABILITIES AND OWNER EQUITY				
Accounts Payable	\$ 31,057	\$ 122,477	\$ 150,053	\$ 169,153
Interest Payable	\$ -	\$ -	\$ -	\$ -
Total Current Liabilities	\$ 31,057	\$ 122,477	\$ 150,053	\$ 169,153
Long Term Liabilities	\$ -	\$ -	\$ -	\$ -
Total Liabilities	\$ 31,057	\$ 122,477	\$ 150,053	\$ 169,153
Member Draws/Equity, Net	\$ -	\$ -	\$ -	\$ -
Net Income	\$ (48,325)	\$ (53,643)	\$ 89,179	\$ 145,167
Residual Equity	\$ 40,354	\$ 10,641	\$ 40,938	\$ 375,636
Subtotal, Owner Equity	\$ (7,971)	\$ (43,003)	\$ 130,117	\$ 520,803
Total Liabilities and Owner Equity	\$ 23,087	\$ 79,475	\$ 280,170	\$ 689,955

**Wellspring Home Health Center, LLC
Balance Sheet (WA and AK)**

	<u>Baseline</u> 2020	2021	-----Forecast-----			
			<u>YEAR 0</u> PY 2022	<u>Year 1</u> 2023	<u>Year 2</u> 2024	<u>Year 3</u> 2025
ASSETS						
Cash and Equivalents	\$ 395,258	\$ 395,258	\$ 348,090	\$ 251,912	\$ 389,111	\$ 762,446
Accounts Receivable	\$ 2,154,132	\$ 2,154,132	\$ 2,200,872	\$ 2,357,896	\$ 2,425,848	\$ 2,466,756
Other Current Assets	\$ 8,064	\$ 8,064	\$ 8,064	\$ 8,064	\$ 8,064	\$ 8,064
Current Assets	\$ 2,557,454	\$ 2,557,454	\$ 2,557,027	\$ 2,617,872	\$ 2,823,024	\$ 3,237,267
Net PP&E	\$ 139,874	\$ 139,874	\$ 163,389	\$ 158,931	\$ 154,474	\$ 150,017
Other Assets	\$ 28,525	\$ 28,525	\$ 28,525	\$ 28,525	\$ 28,525	\$ 28,525
Total Assets	\$ 2,725,854	\$ 2,725,854	\$ 2,748,940	\$ 2,805,328	\$ 3,006,023	\$ 3,415,809
LIABILITIES AND OWNER EQUITY						
Total Current Liabilities	\$ 782,453	\$ 782,453	\$ 813,511	\$ 904,930	\$ 932,506	\$ 951,606
Long Term Liabilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Liabilities	\$ 782,453	\$ 782,453	\$ 813,511	\$ 904,930	\$ 932,506	\$ 951,606
Member Draws/Equity, Net	\$ (348,199)	\$ (348,199)	\$ (348,199)	\$ (348,199)	\$ (348,199)	\$ (348,199)
Net Income	\$ 1,959,139	\$ 1,959,139	\$ 1,910,814	\$ 1,905,496	\$ 2,048,318	\$ 2,104,306
Residual Equity	\$ 332,460	\$ 332,460	\$ 372,815	\$ 343,101	\$ 373,398	\$ 708,096
Subtotal, Owner Equity	\$ 1,943,401	\$ 1,943,401	\$ 1,935,430	\$ 1,900,398	\$ 2,073,517	\$ 2,464,203
Total Liabilities and Owner Equity	\$ 2,725,854	\$ 2,725,854	\$ 2,748,940	\$ 2,805,328	\$ 3,006,023	\$ 3,415,809

For purposes of financial model, 2021 is assumed to equal baseline (2020).

Exhibit 8.
Medical Director Agreement



8815 S. Tacoma Way, Suite 120, Lakewood, WA 98498 (253)625-7606 Fax: (253)625-7079

At WellSpring Home Health Center, You're Cared for Like Family.

MEDICAL DIRECTOR AGREEMENT

WellSpring Home Health Center, LLL. (herein "agency") and Dr. Amar Kapur (herein "Medical Director") enter into this agreement on this, the 22nd day of January, 2021.

WHEREAS Agency is a home health agency as defined in 42 U.S.C.A. Section 1395x(o); and
WHEREAS Medical Director is a qualified Medical Director licensed in the State of Washington State;
and

WHEREAS Agency desires to use the services of Medical Director to provide services; and
WHEREAS Medical Director desires to provide such services.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements hereinafter set forth, the parties hereto agree as follows:

1. Scope of Services:
 - (a) Medical Director shall provide overall medical leadership for the Agency's operations
 - (b) Medical Director shall provide medical direction and guidance for the nursing, and treatment staff, including participation in the MR and QI committee meetings as appropriate
 - (c) Medical Director serves as a liaison to local medical staff as necessary
 - (d) Medical Director assists in the resolution of medical care problems between unit staff and physicians
 - (e) Medical Director works cooperatively with the Agency's clinical director and is available for consultation regarding medical/nursing patient care issues
 - (f) Medical Director serves as a member of the Professional Advisory Board of the Agency
 - (g) Medical Director shall be available for consultation regarding such things as health services for Agency staff, Universal Precautions, and Infection Control.
2. Terms and Conditions: **The duration of this agreement is indefinite.** However, either party may:
 - (1) Terminate this agreement by providing the other party with a sixty (60) day written notice of such intent.
 - (2) Terminate this agreement when either party fails to abide by its contents.
3. Independent Contractor: Medical Director agrees to perform the services hereunder as an independent contractor with discretion and control over the furnishing of services provided for herein where such discretion and control are not otherwise preempted by terms of this Agreement.
4. Fee for Services: Medical Director shall receive a fair market value fee of \$20,000.00 per year for maintenance fees, and \$150.00 per hour for services rendered. The maintenance fee will not go into effect until we are Medicare Certified. This fee cannot be raised during the term of this Agreement. Furthermore, Medical Director shall submit detailed invoices which describe the work

performed, the dates on which that work was performed, and the duration of that work before payment is made.

5. Complete and Entire Agreement: This Agreement constitutes the entire Agreement between the parties hereto and there are no representations, warrants, or prior understandings except as expressly set forth herein. There is no obligation, of whatever nature, on either party, to refer patients to the other party.
6. Titles Not Controlling: The titles contained in this document are for the convenience of the parties only and shall not have binding effect.
7. Indemnification: Medical Director shall be indemnified against all expenses, penalties, and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any claim, demand, action, or proceeding, whether civil or criminal, or in connection with any settlement thereof to which he may be made a party, or in which he may become involved, by reason of his being or having been Medical Director, whether or not he is Medical Director at the time such expenses, penalties, or liabilities are incurred.

Insurance: Wellspring Home Health Center, LLC shall sole cost and expense, procure, keep and maintain throughout the term of the Agreement, medical malpractice insurance coverage in the minimum amounts of 1,000,000 per occurrence and 3,000,000 annual aggregate for professional liability, and issued by an insurer acceptable to Wellspring. In addition to the coverages specifically listed herein, Wellspring Home Health Center, LLC shall maintain any other usual and customary policies of insurance applicable to the Services being performed pursuant to the Agreement. Such policy(ies) shall cover all of Provider's Services provided hereunder.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written. The effective date of the Agreement shall be the 22nd day of January 2021.

Medical Director

Dr Amar Kapur

Signature:  27 Jan 2021

WELLSPRING HOME HEALTH CENTER, LLC.

Ernest Ibanga, President

Signature:  27 Jan 21

Exhibit 9A.
Lease Agreement

COMMERCIAL LEASE

THIS COMMERCIAL LEASE ("**Lease**"), dated August 26, 2019 is made between **Lakewood Plaza, LLC**, a Washington Corporation ("**Landlord**"), and Ernest Ibanga; **DBA "Wellspring Home Health"**).

In consideration of the mutual covenants in this Lease, Landlord and Tenant agree as follows:

- 1. BASIC PROVISIONS AND DEFINITIONS.** The following terms, whenever used in this Lease, with the first letter of each word capitalized, will have the meanings set forth in this Section, unless the context otherwise requires:
 - 1.1 Premises.** The leased portion of the property is shown on the floor plan attached as Exhibit A (the Premises). The Premises are located on the real property legally described on Exhibit B.
 - 1.2 Premise Address.** 8815 S Tacoma Way Suite 120, Lakewood, Washington 98498.
 - 1.3 Tenant's Square Footage & Proportionate Share.** Tenant's Square Footage is approximately 1000 square feet.
 - 1.4 Date of Execution.** The date above written is the date of full execution hereof, and this Lease shall become effective upon both parties' execution of this document, including both parties' approval of Exhibit A
 - 1.5 Commencement Date August 26, 2019**
 - 1.6 Term & Options to Extend (Section 3).** The period beginning on the Commencement Date and ending on the last day of the month. Five (5) years (66 months) following the Commencement Date ("Lease Term End Date").
 - 1.7 Base Rent for the Initial Term (Section 7).** The Base Rent monthly is as follows:
 - August 26th, 2019 to August 31st, 2019 = \$300.00 rent + \$58.20 NNN
 - September 1st, 2019 to February 28th, 2019 = \$0.00 rent + \$291.00 NNN
 - March 1st, 2020 to February 28th, 2025 = \$1500.00 rent + \$291.00 NNN
 - 1.8 CPI Increase.** Yes
 - 1.9 Rent Payment.** Due monthly in advance, on or by the 1stth calendar day of each month.
 - 1.10 Late Fee.** For any rent not received by Landlord by the sixth (6th) day of each calendar month, there shall be a late fee of \$100.00 or 3% of the Base Rent, whichever is greater.
 - 1.11 Deposits (Section 8).** \$2000.00 + First Month \$1500.00 (February Rent) + \$291.00 September NNN + \$300.00 (August Rent) + \$58.20 (August NNN) Total= \$4149.20

- 1.12 Landlord's Notice and Payment Address (Section 24.15).**
Lakewood Plaza, LLC
2222 Meridian Avenue East, Suite E
Edgewood, WA 98371-1009
Telephone: (253) 927-3076
Fax: (253) 517-5661
- 1.13 Tenant's Billing and Notice Address (Section 24.15).**
Ernest Ibanga
2656 South 5th Street
JBLM, WA 98433
Phone: (706) 833-7205 email: info@wellspringhomehealth.com
- 1.14 Guarantor's Address (Section 24.18).**
Same as above
- 1.15 Tenant's Trade Name (if any):** Wellspring Home Health
- 1.16 State of Organization of Tenant (if other than individual):** Washington
- 1.17 Use:** In home care
- 1.18 Exhibits to the Lease (Section 24.20).**
Exhibit A: Shopping Center
Exhibit B: Legal Description
Exhibit C: Rules & Regulations
- 1.19 Broker Fee (if any, owed by Landlord) (Section 25):** First month rent
- 1.20 Inspection:** Tenant agrees to allow Landlord to enter Premises and conduct audit and inspect inventory at Landlord's discretion
- 2. PREMISES.** Landlord hereby leases the Premises to Tenant and Tenant hereby leases the Premises from Landlord, upon the terms and conditions set forth in this Lease. The Premises are a part of the building that is situated at the Building Address as set out in Section 1.2.
- 3. TERM.** Tenant leases from Landlord the Premises for a Lease term described in Section 1.6 (the "Lease Term"). The Lease Term will begin on the Commencement Date and end at midnight on the Lease Term End Date unless sooner terminated or extended as provided elsewhere in this Lease.
- 3.1 Option to Extend.** Provided Tenant is not in default at the time of exercise or upon the commencement of any extension term, Tenant shall have no options to extend the term of this Lease.
- 4. POSSESSION.**
- 4.1 Surrender of Premises.** At the expiration or sooner termination of this Lease, Tenant shall return the Premises to Landlord in the same condition in which received, broom clean, reasonable wear and tear excepted. Tenant shall remove all personal property. Tenant shall

return all keys to the Landlord within 12 hours following termination of this Lease or pay for the cost of new keys, if the Landlord so requires. Tenant's obligation to perform this covenant shall survive the expiration or termination of this Lease. Landlord may place and maintain "For Lease" signs in conspicuous places on the Premises for 120 days prior to the expiration or early termination of this Lease, and reserves the right upon one business day's (or 24 hours') notice to enter any part of the Premises during the same 120 day period to show the Premises to prospective tenants during business hours. Landlord may show space to prospective tenants at any time the tenant is open for business during such 120 day period with proper notice.

5. USE.

5.1 Use. Tenant covenants that at all times during the Lease term and such other time as Tenant occupies the Premises, Tenant shall use the Premises for the Permitted Uses and for no other purposes without the prior written consent of Landlord, as set out in Section 1.17. Tenant shall be the only business in the Building described in Section 2, on the real property described in Section 1.1.

5.2 Uses Prohibited. Tenant shall not do or permit anything to be done in nor about the Premises or bring or keep anything therein that will in any way increase or affect the existing rate of any fire or other insurance policy upon the Premises or the Building, or cause a cancellation of any such insurance policy covering said Premises, nor which will in any way obstruct or interfere with the right of other tenants or occupants of the Building or injure or annoy them, nor shall the Tenant use or allow the Premises to be used for any improper, immoral, unlawful, objectionable or offensive purpose, nor shall Tenant cause, maintain or suffer or permit any nuisance in, on or about the Premises. Tenant shall not commit or allow to be committed any waste in or upon the Premises and shall refrain from using or permitting the use of the Premises or any portion thereof as living quarters, sleeping quarters or for lodging purposes. Tenant shall not do or permit anything to be done in or about the Premises, nor bring or keep anything thereon that is or will constitute or create a hazardous waste or substance or violate any environmental law. Tenant will indemnify and hold the Landlord harmless from any and all damages related to the Tenant's introduction to, or creation of, hazardous waste on the Premises. Tenant shall advise Landlord in writing immediately of any environmental concern related to Tenant's use and occupancy of the Premises brought to Tenant's attention by any private party or governmental agency or official. Landlord shall have the right to remedy any environmental problem and to conduct any environmental tests reasonably necessary to discover a hazardous waste or other environmental problem and Tenant shall be liable for all costs and expenses related to such tests or remedial action if a hazardous waste or environmental problem caused by Tenant is found to exist.

5.3 Building Codes and Zoning. Tenant has investigated all applicable building and zoning codes, regulations and ordinances to determine whether Tenant's intended use of the Premises is permitted. Tenant accepts the Premises "as is", subject to all applicable statutes, ordinances, rules and regulations governing Tenant's use of the Premises as well as Landlord's promised work with regard to the Premises as specifically set forth herein. Any and all expenses required to comply with all applicable statutes, ordinances, rules, regulations and requirements in effect during the Lease Term or part thereof regulating Tenant's use of the Premises will be borne

exclusively by Tenant. Tenant agrees to comply with all such statutes, ordinances, rules and regulations throughout the Lease Term.

5.4 Condition of Premises. Tenant has inspected the plumbing, lighting, air conditioning, heating, doors, windows, interior walls, flooring and all other elements of the Premises prior to execution of this Lease. Tenant accepts the Premises "as is" subject to Landlord's promised work with regard to the Premises as specifically set forth herein. Tenant acknowledges that neither Landlord nor Landlord's agent has made any representation or warranty as to the present or future suitability of the Premises for the conduct of Tenant's business.

6. COMMON AREAS.

6.1 Common Areas. Landlord shall make available some areas and facilities for the common use of all tenants of the Building. The roof and exterior walls of the Building and the utility systems up to the exterior walls of the Premises are Common Areas but, are not accessible to Tenants. Landlord or its agents shall operate, manage, equip, light, repair, replace and maintain the Common Areas for their intended purposes in such manner as Landlord shall reasonably, in its sole discretion, determine. Landlord may, from time to time, change the size, location, nature and use of any Common Area, and make installations therein and move and remove the same, provided that neither Tenant's and Tenant's customer's access to the Premises nor the Premises' exposure to the general public is not materially altered. Subject to Landlord's obligations in Section 10.1, all expenses in connection with the Common Areas are Operating Expenses for the purposes of Section 9 below.

6.2 Rights. Tenant and its employees, agents and invitees shall have the non-exclusive right (in common with other tenants of the Building and Landlord) to use the Common Areas, subject to any Rules, as defined in Section 18. Landlord's Rules may include the designation of specific areas in which cars owned by Tenant, its employees, agents and invitees must be parked. Landlord may at any time temporarily close any Common Areas due to construction, maintenance, repair or changes to any part of the Building or the real property upon which the Building is located, with prior notice to Tenant.

6.3 Parking. Tenant shall be entitled to use, on a non-reserved basis, parking available to the Building. Tenant shall not at any time interfere with the rights of Landlord or of other tenants of the Building or other adjacent buildings or invitees of the same to use any of the parking areas. Twenty-four hour parking on the real property upon which the Premises are located shall not be permitted by Tenant, its employees, agents or invitees.

7. BASE RENT.

7.1 Amount. During the Lease Term, Tenant agrees to pay to Landlord at Landlord's Payment Address or such other place as designated, the Base Rent, in the manner described in Section 7.2.

7.2 Rent Payment. The Base Rent for the Lease Term shall be paid in advance of the sixth day of each calendar month of the Lease Term or thereafter on month to month bases. Should any taxes (with exception of taxes resulting from Landlord's income or Landlord's generation of same, or Washington State Real Estate Excise Taxes) apply during the term of this Lease, the Tenant shall reimburse Landlord such amount as Additional Rent. In the event any additional rent is payable by the Tenant under this Lease, it shall be paid in the manner and at the time set

forth in the Riders attached hereto and by reference made a part of this Lease. All Base Rent, Additional Rent (as hereinafter defined) and other amounts payable under this Lease shall be paid without deduction or offset.

8. DEPOSITS

8.1 Deposits. \$2000.00

8.2 Applications on Default. If Tenant is in default under this Lease, Landlord may use the Security Deposit, or any portion thereof, to cure the default or to compensate Landlord for damages (including attorneys' fees) sustained by Landlord resulting from Tenant's default, including, but not limited to, the payment of rent and the cost of cleaning and/or repairing the Premises. Any payment to Landlord from the Security Deposit, whether during the Lease Term or upon termination of this Lease, shall not be considered a payment of liquidated damages. Tenant shall, within ten days after written demand, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to the full amount provided in this Lease and Tenant's failure to do so shall be a material breach of this Lease. If Tenant is not in default at the expiration of the Lease Term and after Tenant has vacated the Premises, Landlord shall return the Security Deposit (less any amounts deducted by Landlord that Tenant has not restored pursuant to this Section 8.2 and less any amounts used by Landlord to restore the Premises to the condition required in Section 4.1) within 45 days of the latter of the expiration of this Lease or vacation of the Premise.

9. OPERATING EXPENSES.

9.1 Net Lease. The purpose of this Section 9 is to insure that, in addition to Base Rent, Tenant pays its Proportionate Share of all expenses relating to the use, maintenance, ownership, repair and insurance of the Premises, except costs specifically assumed by Landlord according to other terms of this Lease.

9.2 Direct Expense. The following expenses are to be paid directly by Tenant before delinquency: all charges for utilities to the premises, including but not limited to, water, electricity, gas, sewer, waste disposal, security, heating and air conditioning repairs, maintenance and replacement, plumbing repairs and replacement including clogged or backed up toilets, pest control, any window or plate glass breakage, locks and door repairs, premise sign maintenance, repair and replacement, personal property taxes, and any governmental fees pertaining to the premises throughout the Lease term.

9.2.1 Utilities and Building Services. Tenant agrees to pay before delinquency and at its sole cost and expense, all charges for utilities and building services supplied to the Premises including, without limitation, water, electricity, gas, sewer, waste disposal, security, heating and air conditioning, throughout the full Lease Term. Landlord shall not be liable for the failure of any of these services for any reason whatsoever. If charges for any or all of such utility services are charged for the Building as a whole, Tenant agrees to pay, upon demand, Tenant's Proportionate Share of such charges, unless any portion of the charges are specifically allocable to another tenant's location and/or business. If charges for any or all of such utility or building services are charged for a larger space containing the Premises, Tenant agrees to pay upon demand a share of any such charges based on the proportion that the square footage of the

Premises bears to such larger space or a share determined by Landlord based upon Landlord's reasonable estimate of Tenant's consumption relative to other Tenant's sharing such utilities or building services.

9.2.2 Insurance Procured by Tenant. Throughout the Lease Term and any other period(s) of occupancy of the Premises by Tenant, Tenant shall, at Tenant's expense, obtain and maintain the following insurance policies, naming the Landlord and Landlord's lender as additional insured.

(a) Liability Insurance. A commercial general liability insurance policy providing coverage for bodily injury liability, property damage liability and personal injury liability with minimum limits of not less than \$1,000,000 Combined Single Limit per accident and \$2,000,000 General Aggregate. Such insurance policies shall include Blanket Contractual Liability and Owners and Contractors Protective endorsements. Landlord may increase or decrease the required limit as it deems necessary based upon periodic insurance reviews. The insurance required by this Section shall be on an occurrence basis, and underwritten by an acceptable insurer licensed to do business in the State of Washington.

(b) Personal Property Insurance. A special form policy of property insurance (or the equivalent) covering all Tenant's Improvements that become a part of the Building in the amount of its full replacement costs. Such property insurance coverage shall at a minimum insure against loss resulting from fire, lightning and extended or broad form perils. Landlord shall be named as Loss Payee as its interest may appear in tenant improvements and betterments.

(c) Business Interruption Insurance. Business interruption insurance in an amount sufficient to protect Tenant against any additional costs and lost income associated with a move to temporary space due to a business interruption. The Insurance required in this Section 9.2.2 should be from companies reasonably acceptable to Landlord licensed to do business in the State of Washington. Before occupying the Premise, Tenant shall deliver to Landlord, or Landlord's agent, a copy of the insurance policies required by this Section 9.2.2, or certificates evidencing the existence and amount of such insurance. If required by Landlord, or Landlord's agent, Tenant shall deliver the original policy to Landlord's lender. Not later than ten days before expiration of these policies, the Tenant shall deliver to Landlord evidence that insurance required by this Section 9.2.2 has been continued. The policies shall not be cancelable until after 30 days prior written notice to Landlord, or its agent, and Landlord's lender, if any. If Tenant fails to maintain the required insurance, Landlord may, but it is not required to, procure the same at Tenant's expense.

(d) Commencing no later than the commencement of any construction activities on the Premises and continuing until the date no earlier than rent Commencement Date, Tenant shall require any general contractor retained by Tenant to install Tenant's Improvements to procure and maintain a policy of builder's risk or installation floater property insurance insuring the entire work on the Premises in an amount of the full replacement cost of the contracted work against (all risks) a physical loss or damage to the property insured including earthquake and flood and also for the increase cost of construction due to the operation of building laws.

9.2.3 Personal Property Taxes. Tenant shall pay, before delinquency, any and all taxes levied or assessed and payable during the Lease Term upon all Tenants' equipment, furniture, fixtures and any other personal property located on the Premises. If any of the same are assessed or

taxed with the building or real property upon which the Building is located, Tenant shall pay Landlord the amount of such taxes within ten days after receipt of a written statement setting forth the amount of such taxes that Landlord has determined to be attributable to Tenant's personal property.

9.2.4 Licenses and Taxes. Tenant shall be liable for, and shall pay throughout the Lease Term, all license and excise fees and occupation taxes (with the exception of Washington State Real Estate Tax or Business and Occupation Tax based on Landlord's generation of income) covering the business conducted on the Premises. If any governmental authority or unit under any present or future law effective at any time during the Lease Term shall in any manner levy a tax on rents payable under this Lease or rents accruing from use of the premises or a tax in any form against Landlord because of, or measured by, income derived from the leasing or rental of said property, such tax shall be paid by Tenant, either directly or through Landlord, and upon Tenant's default therein, Landlord shall have the same remedies as upon failure to pay the Base Monthly Rent. It is understood and agreed, however, that Tenant shall not be liable to pay any net income tax imposed on Landlord unless, and then only to the extent that, the net income tax is a substitute for real estate taxes.

9.3 Additional Rent. Tenant shall pay as additional rent ("Additional Rent") in the manner set forth in Section 9.4, Tenant's Proportionate Share of the following expenses:

9.3.1 Insurance Procured by Landlord. Throughout the Lease Term, Tenant's Proportionate Share of the following insurance policies, obtained and maintained by Landlord, insuring the Landlord or any other insurance that Landlord may deem necessary, including but not limited to earthquake and flood insurance.

(a) **Liability Insurance.** A commercial general Landlord's liability insurance policy providing coverage for bodily injury liability, property damage liability and personal injury liability with in such amounts (but not less than \$2,000,000.00) and with such endorsements as Landlord may reasonably determine from time to time.

(b) **Fire and Casualty Insurance.** A fire and casualty insurance policy with extended coverage, earthquake, flooding, and building code-required enhancement endorsements for the full replacement value of the Premises as the Landlord may reasonably determine from time to time.

(c) **Rental Loss Insurance.** Rental loss insurance in an amount sufficient to protect Landlord from any loss of rental income resulting from any peril.

9.3.2 Real Property Taxes and Assessments. Tenant's Proportionate Share of all real property taxes (not including Washington State Real Estate Excise Tax) and general and special assessments levied and assessed against the Building improvements on the land of which the Premises are a part. Each year Landlord shall notify Tenant of Landlord's calculation of Tenant's Proportionate Share of the real property taxes and assessments. Tenant shall pay Tenant's Proportionate Share of said taxes or assessments in the manner set forth in Section 9.4. Upon written request, Landlord will furnish Tenant with a copy of the Tax assessment bill. Landlord may require from Tenant, upon reasonable written notice from Landlord, a payment of the Tenant's Proportionate Share of such real property taxes and/or assessments to Landlord on a periodic basis. If this Lease commences or terminates other than on January 1 and December 31 respectively, taxes and assessments payable shall be prorated.

9.3.3 Common Area Expenses. To the extent not covered by other provisions of this Lease, Tenant shall pay Tenant's Proportionate Share of the following costs associated with Common Areas of the Building in the manner set forth in Section 9.4:

(a) All real estate taxes, including assessments, all insurance costs, all sprinkler, fire, life safety systems, utility costs and all other costs to maintain, repair and replace Common Areas (including common area signage), parking lots, sidewalks, driveways and other areas used in common by the tenants of the Building (including, but not limited to signs and parking) as well as personal property used in common by the tenants of the Building.

(b) All costs to supervise and administer the Common Areas, parking lots, driveways and other areas used in common by the tenant or occupants of the Building. The costs shall include such fees as may be paid to a third party, and Landlord's reasonable management fees not exceeding 4% of gross rent in connection with the same.

(c) Any parking charges, utility surcharges, or any other costs levied, assessed or imposed by or at the direction of, or resulting from statutes or regulations, or interpretations thereof, promulgated by any governmental authority in connection with the use or occupancy of the Premises or the parking facilities serving the Premises.

(d) Landlord has the right to contract quarterly HVAC filter changes for all of the Buildings' HVAC units and charge back to Tenant as a Common Area expense.

9.4 Payment of Additional Rent. Tenant shall pay Additional Rent described in Section 9.3 or elsewhere, in the manner set forth herein:

9.4.1 Additional Monthly Rent. On the Commencement Date or as soon as possible thereafter, Landlord shall submit to Tenant a statement of the estimated total Additional Rent owed by Tenant under Section 9.3 for the period from the Commencement Date to the end of the calendar year. Tenant shall pay such estimated Additional Rent in monthly payments equal to the amount of the Additional Rent divided by the number of full months remaining in the period from the Commencement date to the end of the calendar year (the "Additional Monthly Rent"). The Additional Monthly Rent shall be paid concurrently with the monthly payment of the Base rent and shall be adjusted as provided in Section 9.4.2 herein.

9.4.2 Adjustments Statement. By March 1 of each year of the Lease Term, Landlord shall provide Tenant with a statement showing the actual Additional Rent for the prior calendar year (the "Adjustments Statement"). If the total of the Additional Monthly Rent payments which Tenant has made for the prior calendar year is less than Tenant's Proportionate Share of the actual Additional Rent for such period, Tenant shall pay within ten days after receipt of the Adjustments Statement, an amount equal to (i) the deficiency for the previous calendar year, plus (ii) the deficiency due to Additional Monthly Rent payments made in the current calendar year prior to such Additional Monthly Rent being adjusted as set forth in Section 9.4. 3. Failure of Landlord to submit Adjustment Statements shall not be deemed to be a waiver of Tenant's obligation to pay sums as required by this Section 9.4.

9.4.3 Adjustment of Additional Monthly Rent. The amount of Additional Monthly Rent owing in the current calendar year shall be adjusted concurrently with Landlord's provision of the Adjustments Statement to Tenant. Taking into account the actual amount of the Additional Rent for the previous calendar year, Landlord shall submit to Tenant as part of the Adjustments Statement (i) an estimate of the total Additional Rent for the current calendar year and (ii) the adjusted Additional Monthly Rent amount based on such estimate.

9.4.4 Deficiency/Overpayment. Even though the Term has expired and Tenant has vacated the Premises, when the final determination is made of Tenant's Proportionate Share of the Additional Rent for the year in which the Lease terminates, Tenant shall immediately pay any deficiency between the total of the Additional Monthly Rent payments made and the actual Additional Rent due. Any overpayment (whether during the Term of the Lease or after Termination of the Lease) made shall be immediately rebated by Landlord to Tenant, provided there are no outstanding rents or charges due. This provision shall survive termination of this Lease.

9.4.5 Tenant Audit. Tenant may have performed an audit of the amount or the calculation of the Additional Rent, provided that (a) Tenant shall have no right to have such an audit performed for any Additional Rent unless Tenant provides notice of Tenant's intention to do so within 180 days of the date that Tenant receives the Adjustments Statement related to such Additional Rent, (b) any such audit shall be at Tenant's sole cost and expense, (c) the audit shall be performed by a recognized independent accounting firm that is not being compensated on a contingency fee basis, and (d) the audit shall not unreasonably interfere with the business of Landlord or its agent.

10. MAINTENANCE, REPAIRS AND ALTERATIONS.

10.1 Landlord's Obligations. Landlord shall maintain and repair the foundations, exterior walls (excluding Paint) and the roof of the Building. Except as otherwise required by Section 13 regarding subrogation, if any of this maintenance and/or repair is required in whole or in part because of the gross negligence or willful misconduct of Tenant, its agents or invitees, Tenant shall pay to Landlord the reasonable cost of the repairs. Except as provided by Section 14 regarding reconstruction, there shall be no abatement of rent, and no liability of Landlord, due to any injury or interference with Tenant's business arising from Landlord's performance of any maintenance or repair, which it is required or permitted to perform. Tenant waives any right which it may have under any current or future law or ordinance to make repairs at Landlord's expense.

10.2 Tenant's Obligations. Tenant shall, at Tenant's sole cost and expense, keep in good condition and repair (ordinary and reasonable wear and tear excepted) all portions of the Premises not required to be maintained by Landlord under Section 10. 1, including but not limited to, the maintenance, repair and replacement of any storefront, all interior walls or partitions and interior portions of exterior walls, doors, all exterior and interior glass and window casements, and all utility systems within the Premises including heating, ventilation and air conditioning systems ("HVAC"), plumbing fixtures including stopped up/backed up toilets, pest control. Tenant shall, upon expiration or sooner termination of this Lease, surrender the Premises to Landlord in good and clean condition, ordinary and reasonable wear and tear accepted. Any damage to adjacent premises caused by Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant. If Tenant fails to perform the maintenance, repair or replacement required by this Section 10.2 or to surrender the Premises in the condition required by this Section, Landlord shall have the right, but not the obligation, to perform the necessary work at Tenant's expense, and Tenant agrees to reimburse all costs incurred by Landlord. Landlord shall have the right to contract for such services as HVAC maintenance and bill Tenant for cost for such service.

10.3 Government Repairs. In the event any governmental agency requires major repairs or modifications to be made to the Premises, which repairs are the obligation of Landlord and cannot, in Landlord's judgment, be justified by the Base Rent, the Landlord shall have the right to cancel and terminate this Lease by giving Tenant 90 day's written notice. Major repairs for purposes of this Section shall be repairs or modifications with a cost exceeding six months' Base Rent under this Lease. However, Tenant may elect in writing within 15 days of Tenant's receipt of the 90 days notice of cancellation from Landlord to make these repairs at its sole cost and expense, in which event this Lease shall remain in full force and effect. Notwithstanding the above, Landlord shall repair those portions of the Building for which it has the obligation.

10.4 Alterations and Additions. Tenant shall not make or permit any alteration, addition or improvement to the Premises without the prior written consent of Landlord, who shall not unreasonably withhold or delay its consent. Tenant shall pay any and all costs incurred by Landlord in reviewing and evaluating any request for the consent required by this Section, not to exceed \$500. Any alteration, addition or improvement consented to by Landlord shall be made in a good workmanlike manner at Tenant's sole cost and expense and shall comply with all applicable laws, codes, ordinances, rules and regulations. All alterations, additions or improvements (including but not limited to wall and window covering, paneling and built-in cabinet work, but excluding movable furniture and trade fixtures) shall at once become a part of the Premises belonging to the Landlord and shall be surrendered with the Premises at the expiration of this Lease, unless Landlord demands their removal as set forth below. Upon expiration or sooner termination of the Lease Term, Tenant shall, at Tenant's sole cost and expense, with all due diligence, remove any alterations, additions or improvements made by Tenant and designated by Landlord to be removed; provided Landlord gives Tenant not less than 60 days advance written notice prior to termination of this Lease. Tenant shall, at its sole cost and expense, repair any damage to the Premises caused by such removal. If Tenant fails to remove any such alterations, additions or improvements, Landlord may do the same at Tenant's expense.

11. LIENS.

11.1 Liens. Tenant shall keep the Premises free from any liens arising out of any work performed, materials furnished or obligations by Tenant, and agrees to hold Landlord harmless from the same. Landlord may require, at Landlord's sole option, that Tenant provide, at Tenant's sole cost and expense, a material men's labor and performance bond acceptable to Landlord in an amount equal to one and one-half times the estimated cost of any improvements, additions or alterations to the Premises which the Tenant desires to make, to insure Landlord against any liability for mechanics' and material men's liens, and to insure completion of the work.

11.2 Encumbrances. The Tenant shall not cause or suffer to be placed, filed or recorded against the title to the Premises, the Building, or any part thereof, or against Tenant's leasehold interest in the Premises any mortgage, deed of trust, security agreement, financing statement or other encumbrances. Further, in no event shall Tenant lien or mortgage any leasehold improvements, alterations, additions or improvements thereto, except trade fixtures, appliances and equipment which are owned by Tenant and which are not, and which do not become a part of the Premises. The form of any such mortgage, deed of trust or other security

agreement or financing statement which includes a legal description of the Premises or the Building shall be subject to Landlord's prior written approval, which approval shall be subject to such conditions as the Landlord may reasonably deem appropriate.

12. HOLD HARMLESS. Tenant agrees to indemnify and hold Landlord and its agents harmless from any and all claims arising from the use of the Premises by Tenant, its agents and invitees, from the conduct of Tenant's business, or from any activity, work or things done or permitted to be done by Tenant and its employees in the scope of their employment on the Premises or elsewhere. Tenant further agrees to indemnify and hold Landlord and its agents harmless from any and all claims arising from, in connection with, or related to any default by Tenant in the performance of its obligations under this Lease, or any act, omission or neglect of Tenant and its employees in the scope of their employment for which Tenant is legally responsible. Tenant further agrees to indemnify and hold Landlord and its agents harmless from all costs (including but not limited to attorney's fees) incurred by Landlord in connection with its defense against any claim made against the Landlord as to which Tenant is required to indemnify Landlord pursuant to this Section. Tenant shall give prompt notice to Landlord of any casualty or accident in the Premises. Upon notice by Landlord, Tenant, at Tenant's expense, shall defend Landlord, through counsel reasonably satisfactory to Landlord, in any action or proceeding brought against Landlord by reason of any such claim. Tenant further assumes all risk of, and waives and releases all claims against Landlord for any damages to person or property sustained by Tenant, or any person claiming through Tenant, which damage results from any accident or occurrence in or on the Premises from any cause whatsoever.

13. SUBROGATION. To the extent permitted by their respective insurers, neither Landlord nor Tenant shall be liable to the other 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 other tangible property, or any resulting loss of income, or losses under worker's compensation laws and benefits, even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees if any such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required to be covered by insurance pursuant to this Lease.

14. RECONSTRUCTION.

14.1 Effect of Insured Loss. Except as provided below, if the Premises are damaged by fire or other cause covered by Landlord's property insurance, Landlord agrees to repair the same, and this Lease shall remain in full force and effect.

14.2 Landlord's Options. Landlord shall have the option either to repair or rebuild the Premises or to terminate this Lease if the Premises or any portion of the Building is damaged if

- (a) The damage results from any cause not covered by Landlord's insurance;
- (b) Insurance proceeds are insufficient to fully pay for repair and restoration.
- (c) The cost to repair exceeds 33 percent of the then complete replacement cost of the Premises and the Building,

(d) The repair or restoration cannot be completed within six months of obtaining all necessary permits, using reasonable diligence; or

(e) The damage occurs during the last 12 months of the Extended Lease Terms, or if Tenant has failed to exercise its right to extend/renew in the timely manner expressed in Section 3.1. Landlord shall exercise its option to terminate this Lease by giving to Tenant, at any time within 60 days after the damage, written notice of its election to terminate this Lease as of the date specified in the notice. The termination date shall not be less than 30 or more than 60 days after the date of notice. If Landlord fails to give notice within the 60 days, it shall be deemed to have elected to repair or restore the damage. If Landlord terminates this Lease as provided by this Section 14.2, this Lease shall automatically terminate on the date specified in Landlord's notice. Neither party shall have further liability to the other, except for obligations which were accrued and unpaid as of the date of termination specified in Landlord's notice, and except that Landlord shall return any unused balance of the Security Deposit to Tenant.

14.3 Rent Abatement. This Lease shall remain in full force and effect if Landlord elects to repair the damage, or until the termination date specified in the notice of termination, as applicable, except that the Base Rent and any Additional Rent shall be proportionately abated from the date of damage until the repairs, including Tenant's repairs (using reasonable diligence) are completed, or until the specified termination date, as applicable. Such proportionate abatement shall be based upon the extent to which the damage materially interferes with the business carried on by Tenant in the Premises.

14.4 Tenant's Repair Obligations. Landlord shall not be required to repair or replace any leasehold improvements, fixtures or other personal property of Tenant, all of which shall be repaired or replaced promptly by Tenant.

15. EMINENT DOMAIN.

15.1 Totals or Partial Taking. If any portion of the Premises is taken or appropriated by any public or quasi-public authority under the power of eminent domain, or is purchased by the condemner in lieu of condemnation proceedings, either party shall have the right to terminate this Lease upon 30 days' written notice given to the other party within 60 days after the date that possession is surrendered to the condemner. If neither party elects to terminate, the Base Rent and any Additional Rent thereafter to be paid shall be equitably reduced. If any part of the Building other than the Premises is so taken or appropriated, or is purchased by the condemner in lieu thereof, Landlord shall have the right at its option to terminate this Lease upon 30 days written notice to Tenant given within 60 days after the date that possession is surrendered to the condemner.

15.2 Damages. Landlord reserves all rights to the entire damage award or payment for any taking by eminent domain and Tenant shall make no 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 damages related to any taking by eminent domain and agrees to execute and deliver such further instruments of assignment thereof 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

removing Tenant's merchandise, furniture, trade fixtures and equipment or for damage to Tenant's business provided, however, that Tenant may claim such damages only if they are awarded separately in the eminent domain proceeding and not as part of Landlord damages.

16. ASSIGNMENT AND SUBLETTING.

16.1 Restriction. Tenant shall not, without the prior written consent of Landlord.

(a) Voluntarily, involuntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or otherwise encumber this Lease, or any interest in it, or any right or privilege appurtenant to it;

(b) Sublet all or any part of the Premises; or

(c) Allow any other person, except the agents and invitees of Tenant, to occupy or use any portion of the Premises.

Landlord's consent may be withheld in Landlord's reasonable discretion. In determining whether to consent to any assignment, transfer, encumbrance or subletting, Landlord may consider any commercially reasonable basis for approving or disapproving any such request, including, without limitation, the following: (i) the experience or business reputation of the proposed transferee, (ii) whether the use clientele, personnel or foot traffic that will be generated by the proposed transferee is consistent, in Landlord's opinion, with the businesses of other tenants of the Building at the time of the proposed transfer, and (iii) notwithstanding that Tenant and others would remain liable upon transfer, whether the proposed transferee has a net worth and financial strength and credit record satisfactory to Landlord. Any assignment, transfer, encumbrance, subletting or use without Landlord's consent shall be void and shall, at the option of Landlord, constitute a material default under this Lease. An assignment or sublease consented to by Landlord shall not be binding upon Landlord unless the assignee or subtenant delivers to Landlord:

(a) An original executed assignment or sublease;

(b) Any collateral agreements; and

(c) An instrument containing said assignee's or sub lessee's assumption of all of the obligations of the Tenant under this Lease, in form and substance satisfactory to Landlord.

The assignee's or sub lessee's failure to execute such a covenant shall not waive, release or discharge the assignee or sub lessee from its liability for the performance of the Tenant's obligations under this Lease. Regardless of Landlord's consent, no subletting or assignment shall release Tenant or Guarantor of their obligations or alter the primary liability of Tenant to pay rent and to perform all the obligations of the Tenant under this Lease.

16.2 Costs. Tenant shall reimburse Landlord and Landlord's agent for all reasonable attorneys' fees and other costs incurred by Landlord in connection with the review of and preparation of documents incident to any request by Tenant for Landlord's consent. Each request for Landlord's consent shall be accompanied by a deposit in the amount of \$200 to be applied to such costs.

16.3 Included Transfers. If Tenant is a corporation, partnership, Limited Liability Company or other entity, any transfer of this Lease by merger, consolidation, reorganization or dissolution shall constitute a transfer for the purposes of this Section. If Tenant is such an entity, any change in the ownership of, or power to vote, a percentage of Tenant's now-outstanding stock or ownership interest which results in a change of controlling persons (those holding 50% of the

ownership interest in and to Tenant) or any transfer of all or substantially all the assets of Tenant shall constitute a transfer for the purposes of this Section. If Tenant is a partnership, any partial or total withdrawal of any of the present general partners, and any transfer by a general partner of all or part of his partnership interest shall constitute a transfer for the purposes of this Section.

16.4 Judicially Imposed Assignment. If the non-assignment provisions of this Section are deemed to be unenforceable in any bankruptcy proceeding, Landlord and Tenant agree that a showing of adequate assurance of future performance by a prospective assignee of this Lease must include, without limitation, clear and convincing evidence that:

- (a) Landlord will receive the full benefit of each and every term of its bargain in this Lease, except for the non-assignment and related termination clauses;
- (b) The Premises will continue to be used solely for the use permitted by this Lease;
- (c) A judicially imposed assignment will not cause an acceleration or increase in the interest rate on, or fees in connection with, any indebtedness of Landlord secured by Landlord's interest in the building or this Lease; and
- (d) The prospective assignee has the means, expertise and experience to operate the business to be conducted upon the Premises in a first-class manner.

16.5 Assignment by Landlord. If Landlord shall assign its interest under this Lease or transfer its interest in the Premises, Landlord shall be relieved of any obligation accruing hereunder after such assignment or transfer, and such transferee shall thereafter be deemed to be the Landlord under this Lease. Landlord may transfer Tenant's Security Deposit to such transferee and Tenant shall look solely to the transferee for the return of such deposit.

17. DEFAULT.

17.1 Events of Default. The following events are referred to, collectively, as "Events of Default" or, individually, as an "Event of Default":

- (a) Tenant defaults in the due and punctual payment of Base Rent or Additional Rent, and such default continues for three business days after written notice from Landlord; however, Tenant will not be entitled to more than two (2) written notices for monetary defaults during any 12 month period, and if after such written notice any rent or Additional Rent is not paid when due, an Event of Default will be considered to have occurred without further notice;
- (b) Tenant vacates or abandons the Premises or fails to operate its business on the Premises;
- (c) This Lease or the Premises or any part of the Premises are taken upon execution or by other of law directed against Tenant, or are taken upon or subject to any attachment by any creditor of Tenant or claimant against Tenant, and said attachment is not discharged or disposed of within 15 days after its levy;
- (d) Tenant files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or admits the material allegations of any such petition by answer or otherwise, or is dissolved or makes an assignment for the benefit of creditors;

(e) Involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of Tenant are instituted against Tenant, or a receiver or trustee is appointed for all or substantially all of the property of Tenant, and such proceeding is not dismissed or such receivership or trusteeship vacated within 60 days after such institution or appointment; or

(f) Tenant makes, causes to be made or suffers to exist on the Premises noise of any type (including music) that, in the opinion of Landlord, could reasonably be expected to interfere with the rights of quiet enjoyment of other tenants in the Building or in the complex of which the Premises are a part, and such default continues or occurs for ten days after written notice from Landlord; however, Tenant will not be entitled to more than two (2) written notice of such defaults during any 12 month period, and if after such written notice a default under this provision exists or occurs, an Event of Default will be considered to have occurred without further notice;

(g) Tenant breaches any of the other agreements, terms, covenants, or conditions that this Lease requires Tenant to perform, and such breach continues for a period of 30 days after written notice from Landlord to Tenant or, if such breach cannot be cured reasonably within such 30-day period, if Tenant fails to diligently commence to cure such breach within 30 days after written notice from Landlord and to complete such cure within a reasonable time thereafter (but not to exceed 90 days).

17.2 Landlord's Remedies. If any one or more Events of Default set forth in Section 17.1 occur, then Landlord has the right, at its election:

(a) To give Tenant written notice of Landlord's intention to terminate this Lease on the earliest date permitted by law or on any later date specified in such notice, in which case Tenant's right to possession of the Premises will cease and this Lease will be terminated, except as to Tenant's liability, as if the expiration of the term fixed in such notice were the end of the term;

(b) Without further demand or notice, to reenter and take possession of the Premises or any part of the Premises, repossess the same, expel Tenant and those claiming through or under Tenant, and remove the effects of both or either, using such force for such purposes as may be necessary, without being liable for prosecution, without being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of monthly rent or other amounts payable under this Lease or as a result of any preceding breach of covenants or conditions; or

(c) Without further demand or notice to cure any Event of Default and to charge Tenant for the cost of effecting such cure, including without limitation reasonable attorneys' fees and interest on the amount so advanced at the rate of 12 percent per annum, provided that Landlord will have no obligation to cure any such Event of Default of Tenant.

Should Landlord elect to reenter as provided in Section 17.2(b), or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided by law, Landlord may, from time to time, without terminating this Lease, relet the Premises or any part of the Premises in Landlord's or Tenant's name, but for the account of Tenant, for such term or terms (which may be greater or less than the period that would otherwise have constituted the balance of the term) and on such conditions and upon such other terms (which may include concessions of free rent and alteration and repair of the Premises) as Landlord, in its reasonable

discretion, may determine, and Landlord may collect and receive the rent. Subject to Landlord's duty to mitigate its damages and not to act negligently, Landlord will not be responsible or liable for a failure to relet the Premises, or any part of the Premises, or for a failure to collect any rent due upon such reletting. No such reentry or taking possession of the Premises by Landlord will be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant. No written notice from Landlord under this Section 17.2 or under a forcible or unlawful entry and detainer statute or similar law will constitute an election by Landlord to terminate this Lease unless such notice specifically so states. Landlord reserves the right following any such reentry or reletting to exercise its right to terminate this Lease by giving Tenant such written notice, in which event this Lease will terminate as specified in such notice.

17.3 Certain Damages. In the event that Landlord does not elect to terminate this Lease as permitted in Section 17.2(a), but on the contrary elects to take possession as provided in Section 17.2(b), Tenant will pay to Landlord monthly rent and other sums as provided in this Lease that would be payable under this Lease if such repossession had not occurred, less the net proceeds, if any, of any reletting of the Premises after deducting all of Landlord's reasonable expenses in connection with such reletting, including without limitation all repossession costs, brokerage commissions, attorneys' fees, expenses of employees, alteration and repair costs, and expenses of preparation for such reletting. If, in connection with any reletting, the new Lease term extends beyond the existing term, or the Premises covered by such new lease include other Premises not part of the Premises, a fair apportionment of the rent received from such reletting and the expenses incurred in connection with such reletting, as provided in this Section will be made in determining the net proceeds from such reletting, and any rent concessions will be equally apportioned over the term of the new lease. Tenant will pay such rent and other sums to Landlord monthly on the day on which the monthly rent would have been payable under this Lease if possession had not been retaken, and Landlord will be entitled to receive such rent and other sums from Tenant on each such day.

17.4 Continuing Liability after Termination. If this Lease is terminated on account of the occurrence of an Event of Default, Tenant will remain liable to Landlord for damages in an amount equal to monthly rent and other amounts that would have been owing by Tenant for the balance of the term, had this Lease not been terminated, less the net proceeds, if any, of any reletting of the Premises by Landlord subsequent to such termination, after deducting all of Landlord's expenses in connection with such reletting, including without limitation the expenses enumerated in Section 17.3. Landlord will be entitled to collect such damages from Tenant monthly on the day on which monthly rent and other amounts would have been payable under this Lease if this Lease had not been terminated, and Landlord will be entitled to receive such monthly rent and other amounts from Tenant on each such day. Alternatively, at the option of Landlord, in the event this Lease is so terminated, Landlord will be entitled to recover against Tenant as damages for loss of the bargain and not as a penalty:

(a) The worth at the time of award of the unpaid rent that had been earned at the time of termination;

(b) The worth at the time of award of the amount by which the unpaid rent that would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided;

(c) The worth at the time of award of the amount by which the unpaid rent for the balance of the term of this Lease (had the same not been so terminated by Landlord) after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided;

(d) 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 would be likely to result there from.

The "worth at the time of award" of the amounts referred to in (a) and (b) above is computed by adding interest at the interest rate of 12 percent per annum from the Termination Date until the time of the award. The "worth at the time of award" of the amount referred to in (c) above is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco, at the time of award plus 1 percent.

17.5 Cumulative Remedies. Any suit or suits for the recovery of the amounts and damages set forth in Sections 17.3 and 17.4 may be brought by Landlord, from time to time, at Landlord's election, and nothing in this Lease will be deemed to require Landlord to await the date upon which this Lease or the term would have expired had there occurred no Event of Default. Each right and remedy provided for in this Lease is cumulative and is in addition to every other right or remedy provided for in this Lease or now or after the Lease date existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease or at law, in equity or by statute or otherwise will not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies provided for in this Lease or at law, in equity or by statute or otherwise. All costs incurred by Landlord in collecting any amounts and damages owing by Tenant pursuant to the provisions of this Lease or to enforce any provision of this Lease, including reasonable attorneys' fees from the date any such matter is turned over to an attorney, whether or not one or more actions are commenced by Landlord, will also be recoverable by Landlord from Tenant.

17.6 Waiver of Redemption. Tenant waives any right of redemption arising as a result of Landlord's exercise of its remedies under this Article 17.

17.7 Late Charges. Tenant acknowledges that late payment by Tenant to Landlord of rent and other sums due under this Lease will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. These costs include, but are not limited to, processing and accounting charges and late charges which may be imposed on Landlord by the terms of any mortgage or deed of trust covering the Premises. Accordingly, if any installment of rent or other sums due from Tenant shall not be received by Landlord or Landlord's agent within five days after the amount shall be due or if payment is made with a check that is returned for lack of sufficient funds, then without any requirement of notice to Tenant, Tenant shall pay to Landlord a late charge equal to \$75, plus 1 percent per month interest on the delinquencies from the date due until payment. The parties agree that this late charge plus interest represents a fair and reasonable estimate of the cost Landlord will incur by reason of late payment by Tenant. Acceptance of the late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to the overdue amount, nor prevent Landlord from exercising any of the other rights or remedies granted to Landlord under this Lease, or at law or equity.

17.8 Defaults by Landlord. Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in any event no more than 20 business days after written notice by certified mail or personal delivery by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Premises whose name and address shall have theretofore been furnished to Tenant in writing. Said notice shall specify wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than 20 business days are required for performance, then Landlord shall not be in default if Landlord commences performance within such 20 business day period and thereafter diligently prosecutes the same to completion. Tenant further agrees not to invoke any of its remedies under this Lease until said 20 business days have elapsed. In such event Tenant shall have the right to cure minor defaults and charge the reasonable costs to Landlord as a set-off. In the event of a major default that materially interferes with Tenant's ability to carry out its business, Tenant may terminate this Lease upon giving Landlord further written notice of 20 business days, in which case Tenant shall vacate the Premises as soon as practicable but no later than 30 days following the date of the last such notice.

18. RULES AND REGULATIONS. Tenant shall faithfully observe and comply with all recorded covenants, conditions and restrictions affecting the Premises, all rules and regulations that Landlord may from time to time make to facilitate the reasonable operation of the Building of which the Premises are a part or the complex in which it is located or to comply with the requirements of any governmental entity or insurance company, including, without limitation, those rules and regulations attached to this Lease (collectively called "Rules"). Landlord reserves the right to reasonably modify the Rules from time to time. The Rules and any modifications shall be binding upon Tenant upon delivery of a copy of the Rules to Tenant. Landlord shall not be responsible to Tenant for the failure of any other tenants or occupants to comply with the Rules.

19. HOLDING OVER.

19.1 Holding Over. If Tenant remains in possession of the Premises or any part thereof, after the expiration of the Lease Term with the express written consent of Landlord (which consent may be granted, withheld or conditioned at the reasonable discretion of Landlord), such occupancy shall be a tenancy from month to month at a minimum rent in an amount equal to the last monthly Base Rent, plus all additional rent and other charges payable hereunder, and upon all the terms hereof applicable to a month-to-month tenancy. If Tenant remains in possession of the Premises over the written objection of the Landlord at the time of expiration of the lease term, the Base rent shall be in an amount equal to 150% of the last monthly minimum rent plus all additional rent and other charges payable hereunder.

19.2 Abandonment. Tenant agrees not to vacate or abandon the Premises at any time during the Lease Term. Should Tenant vacate or abandon said Premises or be dispossessed by process of law or otherwise, such abandonment, vacation or dispossession shall be deemed a breach of this Lease and, in addition to any other rights which Landlord may have, Landlord

may remove any personal property belonging to Tenant which remains on the Premises and store the same, the cost of such removal and storage to be Tenant's liability.

19.3 Voluntary Surrender. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger, but shall, at the option of Landlord, terminate all or any existing subleases or sub tenancies, or operate as an assignment to it of any or all such subleases or sub tenancies.

20. ENTRY BY LANDLORD. Upon giving Tenant no less than 1 business day's (or 24 hours') written notice (except for emergencies), Landlord reserves the right to enter the Premises to inspect the same, to show the Premises to prospective purchasers or tenants, to perform any alterations, improvements, repairs or maintenance, to provide any services that Landlord may deem necessary or desirable and to do any other act permitted under this Lease. Landlord may retain a key with which to enter all of the doors in the Premises (excluding Tenant's vaults, safes and files) in the event of an emergency. No entry by Landlord shall be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from all or any portion of the Premises. Any entry of Landlord shall be after notice to Tenant either personally delivered or in writing except that Landlord is entitled to enter the Premises without notice in the event of an emergency. This applies except as provided for in Section 4.1

21. ESTOPPEL CERTIFICATE. Upon not less than five business day's prior written notice from Landlord, Tenant shall execute, acknowledge and deliver to Landlord a written estoppels certificate stating certain facts including, but not limited to:

(a) That this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect);

(b) The date to which the Base Rent and other charges are paid; and

(c) That there are not, to Tenant's knowledge, any uncured defaults on the part of the Landlord (or specifying such defaults if any are claimed).

The statement shall be in any form that Landlord provides to Tenant. Any such statement may be relied upon by any prospective purchaser or encumbrance of all or any portion of the Building or the real property upon which it is located.

22. SIGNS. Tenant shall not place any permanent signs or symbols in the windows or on the doors of the Premises or upon any part of the Building without the prior written consent of Landlord. Tenant may place temporary marketing signs and symbols in the windows or on the doors of the Premises without the prior written consent of Landlord. Any signs or symbols shall be in conformity with other signs on the Premises and the Building, the Rules, and all applicable laws, ordinances and regulations. Tenant shall maintain any such sign or symbol in good condition and repair at its sole cost and expense. Tenant shall remove such sign or symbol at its sole cost and expense upon termination of the Lease Term, and shall repair all damage caused by the removal. If Tenant fails to remove any sign or symbol and/or repair any damage caused by its removal, Landlord may have the same removed and/or repaired at Tenant's expense. Landlord has approved the signage depicted on Exhibit C.

23. AUTHORITY; LIABILITY.

23.1 Authority. If Tenant is a corporation, partnership, Limited Liability Company or other form of entity, each individual executing this Lease on behalf of said entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said entity.

23.2 Liability. If the Landlord herein is a limited or general partnership, it is understood and agreed that any claims by Tenant against Landlord shall be limited to the assets of the limited or general partnership, and furthermore, Tenant expressly waives any and all rights to proceed against the individual partners, or the officers, directors or shareholders of any corporate partner, except to the extent of their interest in said limited or general partnership.

24. GENERAL PROVISIONS.

24.1 Exhibits and Addendums. Any exhibits and addendums attached to this Lease are a part hereof and are fully incorporated in this Lease by this reference.

24.2 Non-Waiver of Default. Landlord's waiver of any term, covenant or condition of this Lease shall not be deemed to be a waiver of any other term, covenant or condition or any subsequent default under the same or any other term, covenant or condition. Landlord's acceptance of any sum shall not be deemed to be a waiver of any preceding default by Tenant, other than the failure of Tenant to pay particular sum so accepted, regardless of Landlord's knowledge of such preceding default at the time it accepts the sum.

24.3 Joint Obligations. If there is more than one Tenant, the obligations of the Tenants under this Lease shall be joint and several.

24.4 Section Titles. The Section titles of this Lease are not a part of this Lease and shall have no effect upon its construction or interpretations.

24.5 Time. Time is of the essence of this Lease and each and all of its provisions in which performance is a factor, including, but not limited to, Tenant's execution of estoppels certificates and subordinations and Tenant reimbursements to Landlord.

24.6 Successors and Assigns. The covenants and conditions of this Lease apply to and bind the heirs, successors, executors, administrators and assigns of all parties of this Lease.

24.7 Recordation. A short form memorandum may be recorded at the request of either party, and at the requesting party's expense.

24.8 Quiet Possession. Subject to all the provisions of this Lease and provided Tenant pays all sums due under this Lease and observes and performs all of the other covenants, conditions and provisions to be observed and performed by Tenant, Tenant shall have quiet possession of the Premises for the entire Lease Term, against any adverse claim of Landlord or any party claiming under Landlord.

24.9 Prior Agreements. This Lease contains the full agreement of the parties with respect to any matter covered or mentioned in this Lease. No prior agreements or understandings pertaining to any such matter shall be effective for any purpose. This Lease may be amended or supplemented only by an agreement in writing signed by the parties or their respective successors in interest. Tenant agrees to make reasonable modifications of the terms and provisions of this Lease required or requested by any lending institution financing for the Building, or project, as the case may be, provided that no such modifications will materially adversely affect Tenant's rights and obligations under this Lease.

24.10 Inability to Perform. Except as provided in Sections 14, and 15, this Lease and Tenant's obligations hereunder, including Tenant's obligation to make payments, shall not be affected or impaired because Landlord is unable to fulfill any of its obligations, or is delayed in doing so, if such inability or delay is caused by reason of weather, strike, labor troubles, acts of God, or any other cause beyond the reasonable control of the Landlord.

24.11 Severability. Any provision of this Lease which shall prove to be invalid, void or illegal, shall in no way affect, impair or invalidate any other provision, and all other provisions shall remain in full force and effect.

24.12 Cumulative Remedies. No remedy or election under this Lease shall be deemed to be exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

24.13 Choice of Law. This Lease shall be governed by the laws of State of Washington.

24.14 Attorneys' Fees. In the event any action or proceeding is brought by either party against the other arising out of or in connection with this Lease, the substantially prevailing party shall be entitled to recover its costs, including, but not limited to, reasonable attorneys' and accountants' fees, incurred in such action or proceedings, including any such costs and fees incurred on appeal, in any arbitration proceeding, and in any bankruptcy proceeding. In determining the substantially prevailing party and the equitable amount to award, the arbitrator or court, after announcing a decision on the merits, shall receive and consider evidence of the timing and substance of all offers of settlement and responses thereto.

24.15 Notices. All notices or demands which are required or permitted to be given by either party to the other under this Lease shall be in writing. Except as otherwise provided in any addendum, all notices and demands to the Tenant shall be either personally delivered or sent by the U.S. Mail, registered or certified, postage prepaid, addressed to the Tenant at the Premises, or at the address set forth below or to such other place as Tenant may from time to time designate in a notice to the Landlord. Except as provided in any addendum, all notices and demands to the Landlord shall be either personally delivered or sent by U.S. Mail, registered or certified, postage prepaid, addressed to the Landlord at the address set forth below or to such other person or place as the Landlord may from time to time designate in a notice to the Tenant. Any notices sent by US Mail as provided above shall be deemed to have been received three days after deposit into the mail.

24.16 Subordination. At Landlord's option, this Lease shall be subject to and subordinate to the lien of any existing or future mortgages or deeds of trust in any amount or amounts whatsoever, now or hereafter placed in or against the Building or the real property upon which it is located, and to any extensions, renewals or replacements thereof, without the necessity of the execution and delivery of any further instruments on the part of Tenant to effectuate such subordination. Within five business days of Landlord's request, Tenant will execute and deliver such further instruments as Landlord deems necessary to evidence such subordination of this Lease. As long as Tenant is not in default under this Lease, said subordination shall not disturb Tenant's right to possession of the Premises under the terms of this Lease.

24.17 Attornment. In the event of foreclosure, or the exercise of the power of sale under any mortgage or deed of trust made by Landlord covering the Premises, or in the event of any sale in lieu thereof, Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as Landlord under this Lease; provided said purchaser expressly

agrees in writing that, so long as Tenant is not in default under the Lease, Tenant's possession and occupancy of the Premises shall not be disturbed and said purchaser will thereafter perform all of the obligations of Landlord under this Lease.

24.18 Guarantor. In the event that there is a Guarantor of this Lease, Guarantor hereby agrees to jointly and severally perform all payment and other obligations of Tenant under this Lease. Guarantor waives all surety ship defenses that would otherwise be available to Guarantor.

24.19 Compliance with Environmental Laws. The parties acknowledge that there are certain federal, state and local laws, regulations and guidelines now in effect and that additional laws, regulations and guidelines may hereafter be enacted relating to or affecting the Premises and the larger parcel of land upon which the demised Premises may be a part, concerning the impact on the environment of construction, land use, the maintenance and operation of structures, and the conduct of business. Tenant shall not cause, or permit to be caused, any act or practice by negligence, or omission, or otherwise, that would adversely affect the environment or do anything or permit anything to be done that would violate any of said laws, regulations or guidelines. Any violation of this covenant shall be an Event of Default under this Lease. Tenant shall indemnify and hold Landlord harmless from any and all cost, expense, claims, losses, damages, fines and penalties, including reasonable attorneys' fees, which may in any manner arise out of or be imposed because of the failure of Tenant to comply with this covenant. The foregoing shall cover all requirements whether or not foreseeable at the present time and regardless of the expense attendant thereto.

24.20 Riders and Exhibits. The Riders and Exhibits referred to in Section 1.18 are attached to this Lease and made a part of it.

24.21 Limitation on Recourse. Tenant specifically agrees to look solely to Landlord's interest in the real property on which the Premises is located for the recovery of any judgments from Landlord. It is agreed that Landlord (and its shareholders, ventures, members and partners, and their shareholders, ventures, members and partners and all of their officers, directors, and employees) will not be personally liable for any such judgments. The provisions contained in the preceding sentences are not intended to and will not limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord.

24.22 Tax Credits. Landlord is entitled to claim all tax credits and depreciation attributable to leasehold improvements (except for Tenant's Improvements) in the Premises. Promptly after Landlord's demand, Landlord and Tenant will prepare a detailed list of the leasehold improvements and fixtures and their respective costs for which Landlord or Tenant has paid. Landlord will be entitled to all credits and depreciation for those items for which Landlord has paid by means of any Tenant finish allowance or otherwise. Tenant will be entitled to any tax credits and depreciation for all items for which Tenant has paid with funds not provided by Landlord.

24.23 Loss of Business. Landlord shall not be responsible for any loss of business, inconvenience or annoyance arising from its repair or restoration of the Premises or the shopping center of which the Premises is a portion.

24.24 Landlord's Fees. Whenever Tenant requests Landlord to take any action or give any consent required or permitted under this Lease, Tenant will reimburse Landlord for all of Landlord's reasonable costs incurred in reviewing the proposed action or consent, including

without limitation reasonable attorneys, engineers, or architects fees, within ten days after Landlord's delivery to Tenant of a statement of such costs. Tenant will be obligated to make such reimbursement without regard to whether Landlord consents to any such proposed action.

24.25 Rules of Construction. The parties agree that (a) in the event of any inconsistency between the provisions of Section 1 and the other provisions of this Lease, the other provisions of this Lease shall govern; (b) in the event of any inconsistency between the provisions of the body of this Lease and the Riders attached hereto, the provisions set forth in the Lease shall govern; and (c) ambiguities shall not be construed against the party that drafted this Lease.

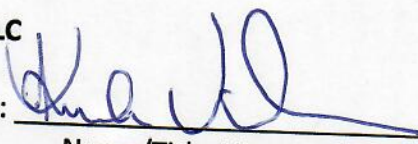
24.26 Waiver of Jury Trial. LANDLORD, TENANT AND GUARANTOR BY THIS SECTION WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES TO THIS LEASE AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR ANY OTHER CLAIMS (EXCEPT CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE), AND ANY EMERGENCY STATUTORY OR ANY OTHER STATUTORY REMEDY.

25. BROKERS. Tenant and Landlord each warrants that it has had no dealing with any real estate broker or agent in connection with the negotiation of this Lease and that it knows of no real estate broker or agent who is entitled to a commission in connection with this Lease.

26. LEGAL DOCUMENT. Tenant understands that this is a legally binding contract. Tenant has carefully read each of its provisions, and prior to execution of the Lease, represents and warrants that Tenant has been advised to discuss the legal effect of the Lease with Tenant's legal counsel.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first above written:

LANDLORD: Lakewood Plaza, LLC

By: 
Name/Title Ajitpal Samra

TENANT: Wellspring Home Health

By: 
Name/Title: Ernest Ibanga

STATE OF WASHINGTON)
) ss.
County of Pierce)

On this day personally appeared before me Karla Valencia to me known to be the authorized member of Lakewood Plaza, LLC, executed the foregoing instrument, and acknowledged said instrument to be a free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of the Limited Liability Company.

GIVEN under my hand and official seal this 27 day of August 2019



[Signature]

Notary Public in and for the State of Washington
residing at Pierce
My Commission expires: 4-23-21

STATE OF WASHINGTON)
) ss.
County of Pierce)

On this day personally appeared before me Ernest Imbanga to be known to be the sole members of WellSpring Home Health that executed the foregoing instrument and acknowledged said instrument to be the company's free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of the company.

GIVEN under my hand and official seal this 26 day of August, 2019



[Signature]

Notary Public in and for the State of Washington
residing at Pierce
My Commission expires: 4-23-21

[Signature]

Notary Public in and for the State of Washington
residing at _____
My Commission expires: _____

EXHIBIT "A"

SHOPPING CENTER PLAN

*Applicant Note: no additional pages describing Exhibit A were provided by landlord. Therefore, Exhibit A is 'blank'.

EXHIBIT "B"

LEGAL DESCRIPTION

*Applicant Note: no additional pages describing Exhibit B were provided by landlord. Therefore, Exhibit B is 'blank'.

EXHIBIT "C"
RULES AND REGULATIONS

1. No sign, placard, picture, advertisement, name or notice shall be posted or affixed on or to any part of the outside or inside of the Building (other than the Premises) without the prior written consent of Landlord, and Landlord shall have the right to remove any sign, placard, picture, advertisement, name or notice posted in violation of this rule, without notice to and at the expense of Tenant.
2. The sidewalks, halls, passages, exits, entrances, elevators and stairways shall not be obstructed by any Tenant or used for any purpose other than for ingress to and egress from the Premises. The halls, passages, exits, entrances, elevators, stairways, balconies and roof are not for the use of the general public and the Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence in the judgment of the Landlord shall be prejudicial to the safety, character, reputation and interests of the Building and its tenants. No Tenant and no employees, invitees, or licensees of any Tenant shall enter the mechanical rooms, air conditioning rooms, electrical closets, janitorial closets, or similar area or go upon the roof of the Building without the prior written consent of the Landlord.
3. The Landlord shall designate appropriate entrances for deliveries or other movement to or from the Premises of equipment, materials, supplies, furniture and other bulky or heavy articles, and Tenant shall not use any other entrances or elevators for such purposes. All means or methods used to move equipment, materials, supplies, furniture or other property in our out of the Building must be approved by Landlord prior to any such movement. All floors must be properly protected including hallway, lobby and elevator carpet. Landlord will not be responsible for loss of or damage to any property during movement into or out of the Building or Premises, and all damage to the Building during the course of moving any article of Tenant's property shall be repaired at the expense of Tenant. Except for donated items, Tenant shall move all freight, supplies, furniture, fixtures and other personal property only at such times as may be designated by Landlord. Unattended vehicles will be towed at the Owner's expense.
4. Tenant shall not place or keep furniture or other items on the terraces or roof of the Building without first obtaining the written approval of the Landlord.
5. Tenant, tenant's vendors, tenant's employees or tenant's invitees are not allowed on the roof for any reason without prior permission from Landlord.
6. Tenant shall not alter any lock or install any new or additional locks or any bolts on any door of the Premises without the prior written consent of Landlord.
7. Landlord reserves the right to exclude from the Premises all persons who disrupt the quiet enjoyment of the Building. Each Tenant shall be liable to the Landlord for any loss or injury to the property of the Landlord or other Tenants, for which loss or injury Tenant is legally responsible. Landlord shall in no case be liable to anyone for any error with regard to the admission to or exclusion from the Building of any person. In the case of invasion, mob, riot, public excitement or other circumstances rendering such action advisable in Landlord's opinion, Landlord reserves the right to prevent access to the Building during the continuance of the same by such action as Landlord may deem appropriate, including closing doors.

8. The restrooms and the fixtures and equipment contained therein shall not be used for any purpose other than that for which they were constructed. Restroom fixtures shall not be used for the disposal of foreign substances (e.g. coffee grounds) and the expense of any breakage, stoppage or damage resulting from violation of this rule shall be borne by the responsible Tenant.
9. Tenant specifically agrees on a daily basis to clean-up and remove any recycle items that are left on the Premises by the public.
10. Tenant shall not permit the Premises to be occupied or used in a manner offensive or objectionable to the other occupants of the Building, persons having business therein, or the occupants of neighboring Buildings. Specifically, tenants shall not use, keep or permit to be used or keep any noxious gas or odorous substance in the Premises. Except for certified aid animals, Tenant shall not allow any animals of any kind to be brought into or kept in or about the Premises of the Building. Tenant shall not make or permit to be made any loud or disturbing noises, whether by the use of any musical instrument, radio, phonograph, appliance, or in any other way. Tenant shall not install any radio or television antenna, loudspeaker, or other device on the room or exterior walls or windows of the Building.
11. Tenants shall not use or keep in the Premises or the Building any kerosene, gasoline, combustible fluid, toxic chemical, radioactive substance, explosives or fireworks or any other dangerous materials.
12. Tenant shall not disturb, solicit, or canvass any occupant or parking lot cars of the Building and shall cooperate to prevent same.
13. Tenant shall not duplicate keys or have keys made. Tenant, upon termination of the tenancy, shall deliver to the landlord all keys which shall have been furnished to Tenant by the Landlord. In the event that Tenant or Tenant's employees or visitors lose a key, Tenant shall pay Landlord the cost of replacing same or of changing the lock or locks opened by such lost key if Landlord deems it necessary to make such change.
14. Tenant shall not lay linoleum, tile, carpet, or other similar floor covering so that the same shall be affixed to any floor of the Premises in any manner except as approved by the Landlord. The expense of repairing any damage resulting from a violation of this rule or of removing any floor coverings affixed in violation of this rule shall be borne by the Tenant.
15. Before leaving the Building, Tenant and Tenant's employees shall (1) see that the doors of the Premises are closed and securely locked; (2) shut off all water faucets and water-using appliances; and (3) shut off all lights and appliances which consume electricity, so as to prevent waste or damage. Tenant shall indemnify the Landlord and other Tenants for any injuries sustained by any of them as a result of any violation of this rule.
16. Landlord reserves the right to exclude or expel from the Building any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the Rules and Regulations of the Building.
17. The requirements of Tenant will be attended to only upon application at the Building management office. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instructions from the Landlord, and no employee will admit any person (Tenant or otherwise) to any office without specific instructions from the Landlord.

18. The name of the Building is Lakewood Plaza, LLC and Landlord shall have the right, exercisable without notice and without liability to Tenant, to change the name and the street address of the Building of which the Premises are a part.
19. Without the prior written consent of Landlord, Tenant shall not use the name of the Building to promote or advertise the business of Tenant except as Tenant's address.
20. Tenant agrees that it shall comply with all fire and security regulations that may be issued from time to time by Landlord at the direction of a governmental agency having appropriate jurisdiction. Tenant shall also provide Landlord with the name of a designated employee to represent Tenant in all matters pertaining to fire or security regulations.
21. Tenant shall not use any method of heating, ventilation, or air conditioning other than that supplied by the roof-top units for Tenant; without Landlord's advance permission. In no event shall Tenant shall not use any type of space heater(s) that violate the building fire codes.
22. No curtains, draperies, blinds, shutters, shades, screens or other coverings, hangings, or Decorations in any window of the Building without the prior written consent of Landlord. Such window coverings as the Landlord approve shall be installed on the office side of Landlord's standard window covering and shall in no way be visible from the exterior of the Building.
23. Except with the prior written consent of Landlord, Tenant shall not sell any retail merchandise in or on the Premises other than the defined Use. Tenant shall not carry on or permit any employee or other person to carry on the business of stenography, typewritten, printing or photocopying or any similar business in or from the Premises for the service or accommodation of other occupants of the Building, nor shall the Premises of Tenant be used for manufacturing of any kind, for lodging of any kind, or for any business or activity other than that specified in the Tenant's Lease Agreement.
24. Tenant shall store all its trash and garbage within its Premises. No material shall be placed in the hallways or left for disposal by the Landlord's janitorial services if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of office Building trash and garbage in the City of Lakewood without being in violation of any law or ordinance governing such disposal. All garbage and refuse disposal shall be made only through entryways and elevators provided for such purposes and at such times as Landlord shall designate.
25. Tenant shall not mark, paint, drive nails or drill into, cut string wires within, or on any way deface any part of the building or the Premises, without the prior written consent of Landlord and as Landlord and as landlord may direct. Should Landlord grant approval, Tenant agrees to assume full responsibility and warrants that Tenant's contractor will strictly abide by Landlord's guidelines for work contracted directly by Tenant. Upon removal of any decorations, installations, or floor coverings by Tenant, any damage to the walls or floor shall be repaired by Tenant at Tenant's sole cost and expense. This paragraph shall apply to all work performed in the Building, including without limitation installation of telephone or computer equipment, electrical devices and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment or any other portion of the Building. Plans and specifications for such work, prepared a Tenant's sole expense, shall be submitted to Landlord and shall be subject to Landlord's prior written approval in each instance before the commencement of work. All installations, alterations, and additions shall be constructed by tenant in a good and workmanlike manner and only good grades of materials shall be used in

connection therewith. The means by which telephone cable, computer and telex lines and other wires and cables are to be introduced to the Premises and the location of telephones, computers, and other office equipment affixed to the Premises shall be subject to the prior written approval of the Landlord. Landlord will direct electricians and other contractors as to where and how lines and cables are to be installed. Tenant shall obtain any and all necessary or required permits for any such work at its sole cost and expense.

26. Tenant shall not obstruct, alter or in any way impair the efficient operation of Landlord's heating, ventilating, electrical, fire, safety or lighting systems (including fire escapes), nor shall Tenant tamper with or change the setting of any thermostat or temperature control valves in the Building.

27. In all carpeted areas where desks and chairs are utilized, Tenant shall, at Tenant's own cost, place mats under each and every chair in order to protect said carpeting from unnecessary wear and tear.

28. Tenant shall not use in the Premises or the Building any machines other than standard offices machines such as typewriters, calculators, copying machines, desktop computers and similar machines, without the prior written approval of Landlord. All office equipment and any other device of any electrical or mechanical nature shall be placed by Tenant in the Premises in settings approved by Landlord, so as to absorb or prevent any vibrations, noise, or annoyance to other occupants of the Building. No vending machine shall be installed, maintained or operated on the Premises without the prior written consent of the Landlord.

29. No one is permitted to live or remain overnight in the Premises.

30. No overnight parking of any vehicle, truck or RV is permitted. Landlord has the right to tow away any cars, trucks, RV's, campers or motor cycles who park in the parking lot overnight and shall not be responsible for the cost of towing, storage or damage incurred by such event.

31. Landlord reserves the right to rescind, alter or waive, by written notice to Tenant, any rule or regulation prescribed for the Building when, in Landlord's judgment, it is necessary, desirable or proper to take such action in the best interest of the Building and its tenants. The Waiver of a rule or regulation for the benefit of a particular tenant or tenants shall not be construed as a waiver of such rule or regulation in favor of any other tenant or tenants, nor shall any such waiver prevent Landlord from thereafter enforcing the rules or regulations in question against any or all of the tenants of the Building.

32. These Rules and Regulations supplement and shall not be construed to modify or amend the provisions of the Lease Agreement or other agreement between Landlord and Tenant. In the event of any conflict between these Rules and Regulations and the Lease Agreement and any agreement executed by Landlord and Tenant, the Lease Agreement shall prevail.

Exhibit 9B.
Proof of Landlord Ownership

Pierce County Assessor-Treasurer
Property Summary

8815 S TACOMA WY

LAKEWOOD PLAZA LLC
0320313125**Tax Description**

Section 31 Township 20 Range 03 Quarter 32 : THAT POR GOVT LOT 3 DESC AS FOLL COM NW COR SD GOVT LOT 3 TH ALG N LI SD GOVT LOT N 86 DEG 09 MIN 18 SEC E 352.93 FT TH S 04 DEG 55 MIN 01 SEC E 30 FT SD PT BEING ON S R/W LI S 88TH ST & POB TH CONT S 04 DEG 55 MIN 01 SEC E 316.04 FT TH S 86 DEG 08 MIN 36 SEC W 322.93 FT TO E R/W LI S TAC WAY TH ALG SD E R/W LI N 04 DEG 55 MIN 01 SEC W 158.10 FT TH N 86 DEG 09 MIN 18 SEC E 210 FT TH N 04 DEG 55 MIN 02 SEC W PAR/W W LI SD GOVT LOT 3 DIST OF 158 FT TO S R/W LI S 88TH ST TH ALG SD S R/W LI N 86 DEG 09 MIN 18 SEC E 112.93 FT TO POB OUT OF 3-121 & 3-120 SEG N-1573 DL EMS EASE OF RECORD PER ETN 658650 (DC3167ES8-13-86)

Property Details

Parcel Number 0320313125
Site Address 8815 S TACOMA WY
Account Type Real Property
Category Land and Improvements
Use Code 6199-MISC OFFICE SPACE

Taxpayer Details

Taxpayer Name LAKEWOOD PLAZA LLC
Mailing Address 7220 PACIFIC HWY E
MILTON, WA
98354

Appraisal Details

Neighborhood 104 / 820
Value Area PI4
Appr Acct Type Commercial
Business Name SOUTH TACOMA BUSINESS PARK
BLDG #1
Last Inspection 04/24/2017-Physical Inspection
Appraisal Area 1

Related Parcels

Group Account Number 2077
Located On n/a
Associated Parcels 2093000405 2094004685
2890001065

Assessed Value			
Value Year	2021	Assessed Total	2,819,200
Tax Year	2022	Assessed Land	1,448,100
Taxable Value	2,819,200	Assessed Improvements	1,371,100
Tax Code Area	760	Current Use Land	0
Tax Code Area Rate	0	Personal Property	0
Notice of Value Mailing Date	06/25/2021		

Assessment Details	Tax Amounts Due		
2021 Values for 2022 Tax			
Taxable Value \$2,819,200			
Assessed Value \$2,819,200			
	Tax Year	Minimum Due	Total Due
	2021	18,529.75	18,529.75
	TOTAL	18,529.75	18,529.75
	Due Date 10/30/21		

Property Tax Exemptions
No exemptions

Land Details	
Land Economic Area	2014
RTSQQ	03-20-31-32
Value Area	PI4
Neighborhood	104 / 820
Square Footage	68,891
Acres	1.582
Front Foot	158
Electric	Power Installed
Sewer	Sewer/Septic Installed
Water	Water Installed

Building 1 Details

General Characteristics

Property Type	Commercial
Condition	Average
Quality	Average
Neighborhood	104
Occupancy	Office Class C
Square Feet	30,480
Net Square Feet	27,097
Attached Garage Square Feet	0
Detached Garage Square Feet	0
Carport Square Feet	0
Finished Attic Square Feet	0
Total Basement Square Feet	0
Finished Basement Square Feet	0
Basement Garage Door	0
Fireplaces	0

Built-As

DESCRIPTION	Office Building
YEAR BUILT	1972
ADJUSTED YEAR BUILT	1992
SQUARE FEET	30,480
STORIES	2
BEDROOMS	0
BATHROOMS	0
EXTERIOR	n/a
CLASS	Wood Frame
ROOF	n/a
HVAC	Package Unit
UNITS	0
SPRINKLER SQUARE FEET	30,480

Improvement Details

Type	Description	Units
Add On	Asphalt (AV)	50,000
Add On	Concrete	1,952

Sales History

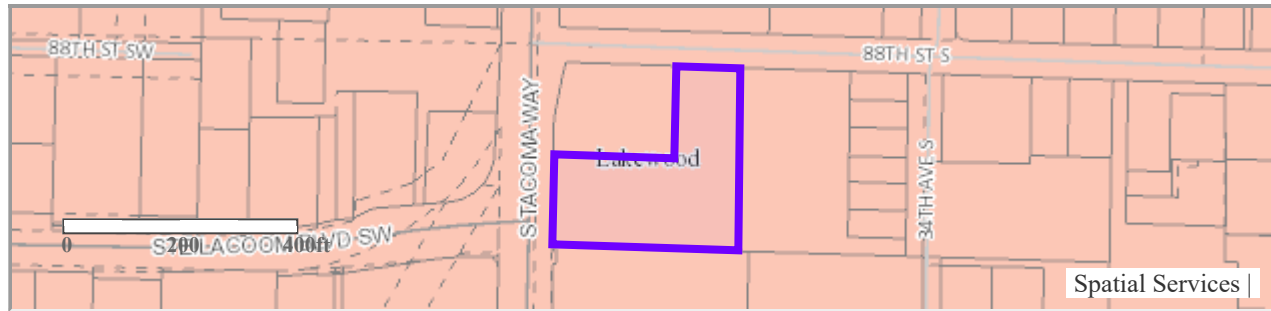
SALE DATE	06/24/2014
ETN	4343036
PARCEL COUNT	1
GRANTOR	FIRST SAVINGS BANK NORTHWEST
GRANTEE	LAKEWOOD PLAZA LLC
SALE PRICE	1,200,000
DEED TYPE	Bargain & Sale Deed
SALES NOTES	Foreclosure Sale
SALE DATE	05/21/2011
ETN	4261343
PARCEL COUNT	1
GRANTOR	RAINIER FORECLOSURE SERVICES I
GRANTEE	FIRST SAVINGS BANK NORTHWEST
SALE PRICE	1,500,000
DEED TYPE	Trustee Deed (Foreclosure)
SALES NOTES	
SALE DATE	04/12/2006
ETN	4122185
PARCEL COUNT	1
GRANTOR	OH JOSEPH S & HAE Y
GRANTEE	AHN YONG K & SUNNIE
SALE PRICE	3,500,000
DEED TYPE	Statutory Warranty Deed
SALES NOTES	

SALE DATE	08/11/2005
ETN	4095016
PARCEL COUNT	1
GRANTOR	STBP LLC & STBP II LLC & II11
GRANTEE	OH JOSEPH S & HAE Y
SALE PRICE	3,150,000
DEED TYPE	Statutory Warranty Deed
SALES NOTES	

SALE DATE	08/01/2001
ETN	1069690
PARCEL COUNT	2
GRANTOR	TURNER RORY & LAUREL V
GRANTEE	STBP II LLC
SALE PRICE	330,000
DEED TYPE	Statutory Warranty Deed
SALES NOTES	Partial interest

SALE DATE	08/01/2001
ETN	1069689
PARCEL COUNT	2
GRANTOR	TURNER RORY & LAUREL V
GRANTEE	8811 STW LLC
SALE PRICE	660,000
DEED TYPE	Statutory Warranty Deed
SALES NOTES	Partial interest

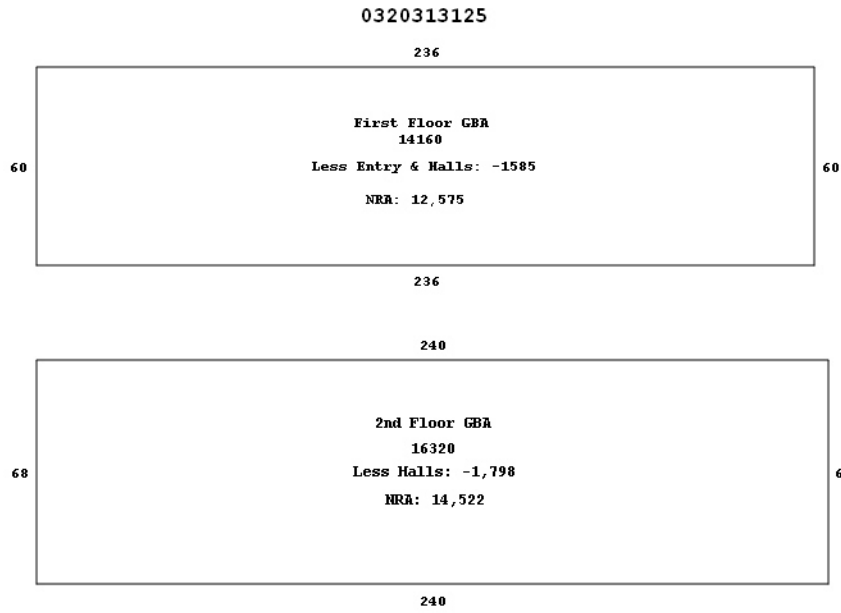
Map



Photos

Sorry, no photo available for display

Sketches



DRP 02/05/2013

Sketch by Apex Medina™

2013_IMP_1_2-6-2013_Page 1 - Apex 0320313125 Imp No - 1.JPG

Exhibit 10.
Letter of Financial Commitment



8815 S Tacoma Way, Suite 120 Lakewood, WA 98498 Tel: (254)625-7606 Fax: (254) 625-7079

At Wellspring Home Health Center, you're cared for like family.

August 16, 2021

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

RE: Financial Commitment Letter for Wellspring Home Health Center, LLC.

Dear Mr. Hernandez:

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

Wellspring Home Health Center, LLC's is pleased to commit to fund the estimated capital expenditures and other costs of operations associated with the project. Wellspring Home Health Center, LLC has sufficient cash reserves to fully fund the intended project.

Sincerely,

Joyce Ibanga
Administrator
Wellspring Home Health Center, LLC

Exhibit 11.
Letter from Key Bank



Lakewood Branch
10439 Gravelly Lake Dr SW
Lakewood, WA 98499

February 2, 2021

Certificate of Need Program
Office of Certification and Enforcement
Department of Health
P. O. Box 47852
Olympia, WA 98504-7852

Dear Sir or Madam:

ATTESTATION LETTER

This is to certify that Wellspring Home Health Center, LLC capitalization funds balance are available for use immediately to finance the entire project of (\$25,000.00). The amount comprises of Wellspring Home Health Center's own, non-borrowed funds, which are not in any way encumbered, these funds are immediately available for use and are not otherwise borrowed and there is no lien on the account. In addition, Wellspring Home Health Center has a revolving line of credit of (\$100,000.00) available to be utilized in case of cash-flow need.

Yours truly,

Sue Meyerdierk
Branch Manager

Exhibit 12.
Key Personnel Information



United States Army

Chaplain (Lieutenant Colonel) Ernest M. Ibanga

Pastoral Care Coordinator

Joint Base Lewis-McChord, Washington

President – Wellspring Home Health Center, LLC



SOURCE OF COMMISSIONED SERVICE

Direct Appointment

EDUCATIONAL DEGREES

- Biola University: Bachelor of Arts in Biblical Studies
- Biola University: Master of Arts in Theological Studies
- Lincoln Christian University: Master of Divinity
- Texas A&M University: Master of Science in Counseling Psychology
- Dallas Theological Seminary: Doctor of Ministry

MILITARY SCHOOLS ATTENDED

- United States Navy Hospital Corpsman Basic Course
- United States Navy Chaplain Basic Officer Course
- United States Army Chaplain Basic Officer Course
- United States Army Family Life Chaplain Training
- United States Army Clinical Pastoral Education
- United States Army Command General Staff College
- United States Army Chaplain COL/LTC Course

PROMOTIONS

- Ensign
- 1LT
- CPT
- MAJ
- LTC

DATES OF APPOINTMENT

- 20 April 1999
- 30 December 2000
- 2 August 2001
- 4 March 2009
- 2 May 2016

FROM

TO

ASSIGNMENT

<u>FROM</u>	<u>TO</u>	<u>ASSIGNMENT</u>
Apr 97	Apr 99	Hospital Corpsman, United States Naval Hospital, Great Lakes, Illinois
Apr 99	Dec 01	Staff Chaplain, US Naval Training Center, Great Lakes, Illinois
Jan 01	Mar 01	Staff Chaplain, US Coast Guard Support Center, Elizabeth City, NC
Apr 01	Apr 03	Battalion Chaplain, 57 th Signal Battalion, Fort Hood, TX
May 03	Dec 03	Brigade Chaplain, 3 rd Signal Brigade, Fort Hood, TX
Jan 04	Dec 04	Brigade Chaplain, Joint Task Force Phantom, Baghdad, Iraq

Chaplain (LTC) Ernest M. Ibanga

Jun 05	Oct 05	Battalion Chaplain, 551 st Signal Battalion, Fort Gordon, Georgia
Oct 05	Jun 07	Battalion Chaplain, 369 th Signal Battalion, Fort Gordon, Georgia
Jul 07	Oct 08	Battalion Chaplain, 63 rd Expeditionary Signal Battalion, Balad, Iraq
Nov 08	Aug 10	Battalion Chaplain, 63 rd Expeditionary Signal Battalion, Fort Gordon, Georgia
Aug 10	Jan 12	Brigade Chaplain/Family Life Chaplain, 4 th Sustainment Brigade, Fort Hood, Texas
Jan 12	May 13	Deputy Command Chaplain/Family Life Chaplain, 13 th Expeditionary Sustainment Command, Fort Hood, Texas
Sep 13	May 14	Brigade Chaplain, 2 nd Engineer Brigade, Joint Base Elmendorf-Richardson, Alaska
May 14	Aug 14	Brigade Chaplain, Joint Task Force Trailblazer, Bagram, Afghanistan
Aug 14	Aug 15	Pastoral Coordinator, Joint Base Elmendorf-Richardson, Alaska
Aug 15	Jun 18	Garrison Chaplain, United States Army Garrison, Fort Greely, Alaska
Jun 18	Present	Pastoral Coordinator, Joint Base Lewis-McChord, Washington

SUMMARY OF JOINT ASSIGNMENTS

	<u>DATE</u>	<u>GRADE</u>
Brigade Chaplain, Joint Task Force Phantom, Baghdad, Iraq	Jan 04 - Dec 05	CPT
Brigade Chaplain, Joint Task Force Trailblazer, Bagram, Afghanistan	May 14 - Aug 14	MAJ
Pastoral Coordinator, Joint Base Elmendorf-Richardson, Alaska	Aug 14 - Aug 15	MAJ
Pastoral Coordinator, Joint Base Lewis-McChord, Washington	Jun 18 – Present	LTC

SUMMARY OF COMBAT DEPLOYMENTS

	<u>DATE</u>	<u>GRADE</u>
Brigade Chaplain, Joint Task Force Phantom, Baghdad, Iraq	Jan 04 - Dec 05	CPT
Battalion Chaplain, 63 rd Expeditionary Signal Battalion, Balad, Iraq	Jul 07 - Oct 08	CPT
Brigade Chaplain, Joint Task Force Trailblazer, Bagram, Afghanistan	May 14 - Aug 14	MAJ

US DECORATIONS AND BADGES

Bronze Star Medal
 Meritorious Service Medal (with 4 Oak Leaf Clusters)
 Army Commendation Medal (with 1 Oak Leaf Cluster)
 Army Achievement Medal
 Meritorious Unit Commendation
 National Defense Service Medal
 Afghanistan Campaign Medal (with one bronze Service Star)
 Iraq Campaign Medal (with three bronze Service Stars)
 Global War on Terrorism Expeditionary Service Medal
 Global War on Terrorism Service Medal
 Army Service Ribbon
 Army Overseas Service Ribbon (with award numeral "2")
 NATO Medal
 Navy Unit Commendation
 Navy Pistol Sharpshooter Ribbon

Jeibanga@aol.com

OBJECTIVE: To secure a position as a Home Health Care Agency Administrator

EDUCATION

Grand Canyon University
3300 W Camelback Road, Phoenix, AZ 85017
Master of Science in Health Care Administration – IN PROCESS
Graduation Date: July 2021

Grand Canyon University
3300 W. Camelback Road, Phoenix, AZ 85017
Bachelor of Science: Health Science in Professional Development & Advanced Patient Care
Graduation Date: November 30, 2014

Temple College
2600 S First Street, Temple, TX 76504
Associate of Applied Science Advanced Respiratory Care
Graduation Date: May 12, 2012

HIGHLIGHTS OF CERTIFICATIONS

- Bachelor of Science: Health Science in Professional Development & Advanced Patient Care
- Associate Degree in Registered Respiratory Therapist
- Texas Respiratory Therapist License
- BSL Certified

WORK EXPERIENCE

Wellspring Home Health Center, LLC
201 E Swanson Avenue., Suite 7
Wasilla, AK 9965 &
5700 Old Seward HWY, Suite 102
Anchorage, AK 99508
Job Title: Administrator/CO-CEO
July 2015 to Present

- Responsible for the overall management of the Home Health Agency program.
- Responsible for hiring, training, supervising, managing performance and discipline of all administrative and direct care employees and contract staff.

- Responsible for requesting, recording/tracking, and storage of all required proof of training and certifications for employees and contract staff.
- Ensures compliance with all Alaska & Washington state and federal laws and maintain proper licensure for the Alaska & Washington State Home Health Agency.
- Maintains agency documents for each employee and contractor to ensure proper retention requirements.
- Required to maintain processes and procedures to ensure that the selection, documentation, screening and verification of credentials for all contractors referred by the agency to meet Florida state requirements.
- Prepares for and responds to Alaska & Washington Agency for Health Care Administration communication and audits in a timely manner.
- Make sure the alternate administrator, must be available to the public for any eight consecutive hours between 9 a.m. and 5 p.m., Monday through Friday of each week, excluding legal and religious holidays. Available to the public means being readily available on the premises or by telecommunications.
- Make sure the alternate administrator or our On-Call Registered Nurse (RN), is available 24 hours per day, 7 days per week for emergency phone calls, transportation of customers who are discharged from the hospital on weekends, to address caregiver or client concerns, to appropriately manage staffing, and to respond to calls from CHAP if necessary.
- Responsible to partner with the compliance department in maintenance and updating of the emergency management plan and registration of the emergency management plan with the county.
- Coordinates patient care services and oversee scheduling procedure
- Sets or adopts policies for and keep records of criteria for admission to service, case assignments and case management
- Manages client's records accessibility to ensure employees and contract staff has necessary access.
- Notifies families of needs or problems.
- Keeps accurate records for emergencies on file regarding health condition.
- Completes incident reports and ensure proper safety processes are being followed.
- Ensures timely and appropriate response to customer/family concerns.
- Maintains privacy and confidentiality of records, conditions, and other information relating to clients, employees and facility.
- Assures quality client care is provided consistent with company policies and budget objectives.
- Attends all mandatory meetings and in-service training sessions & Conferences to keep up with both Federal & States regulations.
- Pursues record keeping, filing and extensive usage of DATASOFT Logic Software System for the entire agency's administration process.
- Has ability to travel as needed to a fourth our Alaska and Washington locations.
- Use my own vehicle for travel & maintain a valid driver's license and automobile insurance coverage in limits that meets or exceeds Company standards.

Providence Alaska Medical Center
3200 Providence Dr., Anchorage, AK 99508
December 13, 2014 to present
Job Title: Registered Respiratory Therapist

- Responsible for assessing the patient's respiratory status and recommending appropriate therapies.
- Implement therapies and evaluate patient response to therapeutic interventions.
- Access, analyze, customize, coordinate and communicate the patient's plan of care and actively collaborate with other members of the health care team.
- Perform mechanical ventilation set-ups, High flow and Noninvasive ventilation/Cpap set ups, monitoring, assessment of equipment/patient interfaces, and makes appropriate changes based on ABGs for both pediatric and adult ventilators.
- Communicate patient's status to health care team.
- Dispense prescribed Respiratory Therapy medications and consult with staff physicians regarding orders related to Respiratory Therapy services

Providence Transitional Care Center
910 Compassion Circle, Anchorage, AK 99503
February 3, 2014 – to Present
Job Title: Registered Respiratory Therapist Supervisor

- Provides life-saving therapies by responding to code alerts, participating as a member of the profession, educate the community by participating in health education projects.
- Maintain safe, secure, and healthy work environment by establishing, following, and enforcing standards and procedures, complying with legal regulations.
- Accomplishes Respiratory Therapist human resources objectives by orienting and training new employees; communicating job expectations to adhere to policies and procedures.
- Help comply with Respiratory Therapist operational standard by contributing skills to strategic plans and implementing quality and customer service standards.
- Keep health care team members informed of patient's conditions by presenting Respiratory treatment plans to physicians, getting approvals, giving treatments, and evaluating results.
- Responsible for the assessing the patient's respiratory status and recommending appropriate therapies.
- Implement therapies and evaluate patient response to therapeutic interventions.
- Accept, analyze, customize, coordinate and communicate the patient's plan of care and actively collaborate with other members of the health care team.
- Maintains safe operation of respiratory care services equipment by adhering to governmental and hospital safety regulations, evaluating new equipment and techniques, maintaining inventory of equipment, providing preventative maintenance, troubleshooting malfunctions and arranging for repairs.
- Enhances respiratory therapy department and organizational reputation promoting pride in departmental accomplishments and exploring new opportunities to add values to individual accomplishments.

Scott and White Memorial Hospital

2401 S 31st Street, Temple, TX 76508
June 10, 2012 – August 17, 2013
Job Title: Respiratory Care Practitioner II

- Observes and assesses critically ill patients using physical examination, verbal and written
- Communication from patients, family, and other healthcare team members, critical care monitoring devices, lab and test results, and other data as relevant to patient care.
- Administering/implements therapeutic measures as ordered, including mechanical ventilation, BIPAP, CPAP, artificial airway evaluation and care, suctioning, sputum collection, administration of nebulized medications obtains and performs ABGs using I-STAT lab system, percussion and postural drainage, equipment/supply changes per hospital and department policies, and pertinent x-ray interpretation endotracheal tube placement, pneumothorax recognition, atelectasis recognition etc..
- Identifies and responds to both existing and potential emergency situations by initiating corrective treatment, medications, and emergency and resuscitative measures based on appropriate utilization and physician orders unit and hospital guidelines and ACLS protocol
- Read prescription, measure arterial blood gases, and review patient information to assess patient condition.
- Monitor patient's physiological responses to therapy, such as vital signs, arterial blood gases, or blood chemistry changes, and consult with physician if adverse reactions occur.
- Set up and operate devices such as mechanical ventilators, therapeutic gas administration apparatus, environmental control systems, or aerosol generators, following specified parameters of treatment.
- Enforce safety rules and ensure careful adherence to physicians' orders.
- Explain treatment procedures to patients to gain cooperation and allay fears.
- Relay blood analysis results to a physician.
- Maintain charts that contain patients' pertinent identification and therapy information.
- Work as part of a team of physicians, nurses, or other healthcare professionals to manage patient care by assisting with medical procedures or related duties.
- Inspect, clean, test, and maintain respiratory therapy equipment to ensure equipment is functioning safely and efficiently, ordering repairs when necessary.

Metroplex Health System
2201 S. Clear Creek Road, Killeen, TX 76549
July 5, 2012 – August 27, 2013
Job Title: Registered Respiratory Therapist

- Patient Assessment/Plan of Care Obtains/verifies physician order for therapy and validate for appropriateness. Reviews available medical records and obtain pertinent medical history from patient or family.

- Evaluates each patient using age and diagnosis appropriate assessment tests and measurements. Applies appropriate patient care interventions according to protocol guidelines and priority of care.
- Demonstrates competence in the performance of age appropriate patient assessment and individualizes care based on age specific needs Patient Treatment Uses therapeutic treatment techniques appropriate to patient age and desire for treatment.
- Performs treatment procedures that are within the scope of the professional license.
- Performs/delegates technical procedures appropriately and safely. Determine patient response to treatment and evaluate progress (reassessment).
- Educates patient and family through instruction, demonstration, or appropriate handouts in treatment plan, safety issues, and home programs/self-management.
- Maintain bedside and ventilator alarms in audible position.
- Maintains patient safety throughout treatment.
- Communicates with physicians and other healthcare personnel as appropriate regarding patient care issues.
- Demonstrates competence in the performance of age appropriate patient treatment and individualizes care based on age specific needs.
- Administers medication in a safe/correct manner, adhering to medication administration guidelines.
- Reports unsafe conditions and equipment in proper/timely manner.
- Responds to emergency situations.

CSRA Sleep Disorder Center, LLC
 211 Pleasant Home Road, Augusta, GA 30907
 May 5, 2007 – Dec 15, 2009
 Job Title: Sleep Lab Technician & Supervisor

- Direct, Manages, and Coordinate the daily administrative and technical operations of the laboratory operated by the CSRA Sleep Disorder Center
- Provide Supervision, Training, Orientation, Competencies, and performance evaluations and performance improvement plan to all technical staff
- Provide oversight of clinical and operational services, and oversight and adherence to sleep Lab protocols
- Implement written or verbal order from a licensed physician that requires the practice of polysomnography.
- Positive airway pressure titration on spontaneously breathing patients
- Supplemental low flow oxygen therapy during polysomnogram (up to six (6) liters per minute) Continuous Pulse oximetry.
- Sleep staging, including surface electroencephalography, surface electrooculography, and surface submental electromyography
- Respiratory effort monitoring including thoracic and abdominal signals
- Nasal and oral airflow monitoring
- Body temperature monitoring
- Audio/video monitoring of movement and behavior during sleep

- Monitoring positive airway pressure modalities used to treat sleep related breathing disorders.
- Providing Durable Medical Equipment (DME) to patients
- Coordinating patient care and education
- Therapy compliance
- Educating patients and their caregivers
- Promoting health and wellness

Medical College of Georgia
 1120 15th Street, Augusta, GA 30912
 Jan 28, 2004 – Dec 11, 2008
 Job Title: Unit Secretary

- Answer telephones and direct calls to appropriate staff.
- Schedule and confirm patient diagnostic appointments, surgeries, or medical consultations.
- Greet visitors, ascertain purpose of visit, and direct them to appropriate staff.
- Operate office equipment, such as voice mail messaging systems, and use word processing, spreadsheet, or other software applications to prepare reports, invoices, financial statements, letters, case histories, or medical records.
- Complete insurance or other claim forms.
- Interview patients to complete documents, case histories, or forms, such as intake or insurance forms.
- Receive and route messages or documents, such as laboratory results, to appropriate staff.
- Compile and record medical charts, reports, or correspondence, using typewriter or personal computer.
- Transmit correspondence or medical records by mail, e-mail, or fax.
- Maintain medical records, technical library, or correspondence files.

REFERENCES AVAILABLE UPON REQUEST

Resume for Carol Tracy Schneer, RN

Applicant Name: Carol Tracy Schneer, RN
Address: P.O. Box 521252
Telephone (907) 414-8097
Email Address: cross@wellspringhomehealth.com

Wellspring Home Health Center, LLC
201 E Swanson Ave., Suite 7, Wasilla, AK 99654
Program Administrator for Wellspring Home Health Center

Employment

Current Employer

Wellspring Home Health Center, LLC
Mailing Address: 201 E Swanson Ave., Suite 7, Wasilla, AK 99654
Physical Address: 201 E Swanson Ave., Suite 7, Wasilla, AK 99654
Telephone: (907) 357-3655
Name of contact who can verify employment: Joyce Ibanga
Position: Director of Nursing
Full-time or part-time, hours worked per week 40 hours
Dates of employment (Month and year to Present)
January 9, 2017 to current

Duties:

- Immediate supervisor for RN, PT, PTA, LPN, ST, CNA
- Complete all QA processes/measures for Agency
- Complete/coordinate Case Management/Utilization reviews process

Past Employer

Mat Su Regional Home Health and Hospice
Mailing Address: 950 East Bogard Road, Ste 132, Wasilla, AK 99654
Physical Address: 950 East Bogard Road, Ste 132, Wasilla, AK 99654
Telephone: (907) 352-4800
Name of contact who can verify employment: MatSu Regional Medical Center HR Dept
Position: Clinical Director
Full-time or part-time, hours worked per week 40
Dates of employment (Month and year to Present)
September, 2014 – December, 2016

Duties:

- Review all Oasis and 485 POC, approve and process all physician orders and coordination notes
- Attend corporate meetings and educational seminars
- Case Management/Utilization review/QA processes
- Direct supervisor for all clinical staff including: RN, LPN, PT, ST, CNA
- Participate/coordinate/assist Administrator in any site surveys or review processes

Past Employer

Copper River Native Association (CRNA)
Mailing Address: Mile 111.5 Richardson Hwy, Copper Center, AK
Physical Address: Mile 111.5 Richardson Hwy, Copper Center, AK
Telephone: (907) 822-5241
Name of contact who can verify employment: Robert Ottone, CEO
Position: Clinic Manager

Full-time or part-time, hours worked per week: 40
Dates of employment (Month and year to Present)
March, 2014-September, 2014

Duties:

- Responsible for all day-to-day operations of the urgent care/outpatient clinic
- Immediate supervisor for Provider staff including: MD, CNP, MA, RN/LPN, CHA II-IV and administrative staff
- Provide direct skilled nursing care to patients
- Case Management Utilization reviews
- Participate in Wellness/Diabetes programs/grants

Past Employer

Divine Home Care of Ohio, LLC
Mailing Address: 904 N. Cable Road, Lima, OH 45805
Physical Address: 904 N. Cable Road, Lima, OH 45805
Telephone: (419) 222-9410
Name of contact who can verify employment: Dawn Good
Position: Director of Nursing
Full-time or part-time, hours worked per week: 40
Dates of employment (Month and year to Present)
August, 2012 through February, 2014

Duties:

- Responsible for all clinical aspects of home health organization
- Immediate supervisor for nurses and home health aides
- Manage scheduling/visits for all patients
- Case Management duties
- Correspond with caseworkers and State agencies for compliance/regulations
- Direct skilled nursing care to home health patients

Past Employer

Aspire Home Health Care Services, LLC
Mailing Address: 12 E. Auglaize Street, Wapakoneta, OH 45895
Physical Address: 12 E. Auglaize Street, Wapakoneta, OH 45895
Telephone: (419) 738-1176
Name of contact who can verify employment: Carol Schneer (self)
Position: Director of Nursing/Co-Owner
Full-time or part-time, hours worked per week: 40 hours
Dates of employment (Month and year to Present)
April, 2011 through August, 2012

Duties:

- Successfully owned and managed Home Health Agency and became accredited Medicare/Medicaid deemed agency through CHAP and CMS
- Responsible for all clinical aspects of home health aids
- Manage scheduling/visits for all patients
- Correspond with caseworkers and State agencies for compliance/regulations
- Direct skilled nursing care to home health patients

Past Employer

Community Home Health and Hospice Services of Lima
Mailing Address: 2440 Baton Rouge Avenue, Lima, OH 45805
Physical Address: 2440 Baton Rouge Avenue, Lima, OH 45805
Telephone: (419) 331-2273
Name of contact who can verify employment: HR Dept
Position: Director of Nursing/Clinical Manager
Full-time or part-time, hours worked per week:40
Dates of employment (Month and year to Present)
January, 2010-April, 2011

Duties:

- Responsible for all clinical aspects of home health and hospice organization
- Immediate supervisor for nurses and home health aides
- Manage scheduling/visits for all patients
- Direct skilled nursing care to home health patients

Past Employer

Heartland of Indian Lake, Lakeview, Ohio
Mailing Address: 14442 US 33, Lakeview, OH 43331
Physical Address: 14442 US 33, Lakeview, OH 43331
Telephone: (937) 843-4929
Name of contact who can verify employment: Cindy HR Dept
Position: Registered Nurse Supervisor
Full-time or part-time, hours worked per week: 36
Dates of employment (Month and year to Present)
August, 2008 through January, 2010

Duties:

- Performed skilled nursing duties to residents for all needs
- Direct supervisor to State Tested Nursing Assistants
- IV, TPN infusion therapy insertions and infusions

Education

Enrolled and attending to obtain MSN Degree, Currently, Chamberlain University
BSN, June, 2010 Ohio State University
Registered Nursing, June, 2008, James A Rhodes State College
Applied Business Administration, June 2001, Lima Technical College

Exhibit 13.

Wellspring Quality Improvement Program Policy

WAC 246-335-555
QUALITY IMPROVEMENT PROGRAM

In compliance with Conditions of Participation under WAC 246-335-555, personnel, contractor, and volunteer records, Wellspring Home Health Center, LLC **develops and operationalize policies and procedures that describe:**

Quality Assessment and Performance Improvement (QAPI) Program

1. Wellspring Home Health Center, LLC has a QAPI Program that is implemented by a QAPI Committee.
The QAPI Program must be ongoing, focused on patient outcomes that are measurable, and have a written plan of implementation. The QAPI Committee must review and update or revise the plan of implementation at least once within a calendar year, or more often if needed.
2. The QAPI program will ensure mechanisms to:
 - a. Identify problems;
 - b. Recommend appropriate action; and
 - c. Implement recommendations.
3. The QAPI Program must include:
 - a. A system that measures significant outcomes for optimal care.
The QAPI Committee uses the measures in the care planning and coordination of services and events. The measures include the following as appropriate for the scope of services provided by Wellspring HHA: an analysis of a representative sample of services furnished to patients contained in both active and closed records.
 - b. A review of:
 1. negative patient care outcomes;
 2. complaints and incidents of unprofessional conduct by a licensed staff and misconduct by unlicensed staff;
 3. infection control activities;
 4. medication administration and errors; and
 5. effectiveness and safety of all services provided, including:
 6. the competency of Wellspring clinical staff;
 7. the promptness of service delivery; and
 8. the appropriateness of Wellspring responses to patient complaints and incidents;
 9. a determination that services have been performed as outlined in the individualized service plan, care plan, or plan of care; and
 10. an analysis of patient complaint and satisfaction survey data; and
 11. An annual evaluation of the total operation, including services provided under contract or arrangement.
1. Wellspring uses the evaluation to correct identified problems and, if necessary, to revise policies.
 1. Wellspring must document corrective action to ensure that improvements are sustained over time.
 2. Wellspring must immediately correct identified problems that directly or potentially threaten the patient care and safety.

2. QAPI documents must be kept confidential and be made available to Washington state regulatory personnel upon request.

QAPI Committee Membership:

At a minimum, the QAPI Committee must consist of:

- a. The administrator;
- b. The director, supervising nurse or therapist or the supervisor of Wellspring licensed to provide personal assistance services and
- c. An individual representing the scope of each service provided by Wellspring.

Frequency of QAPI Committee meeting:

The QAPI Committee must meet quarterly as per Wellspring requirements and reports to the Governing Body through the PAC committee at least two times per year.

QAPI Policy:

It is the policy of Wellspring to implement and maintain a Quality Assessment and Performance Improvement (QAPI) Program. This program is designed to have a method of objectivity and systematically monitor and evaluate the quality and appropriateness of patient care.

It also demonstrates Wellspring's commitment to continually provide quality health care.

The committee members consisting of the Administrator, Director of Clinical Services, community representative, and, a member from each service discipline Wellspring offers.

The term is three years. This term may be renewed for an additional three years by the Administrator.

None of the information, interviews, reports, statements, memoranda and recommendations produced during or resulting from Wellspring's quality improvement program may be admissible as neither evidenced nor be discoverable in any action of any kind in any court, as provided in Article VIII, Part 21 of the Code of Civil Procedure (Medical Studies).

Wellspring Home Health Center, LLC is a private, for-profit, certified and licensed home health Agency providing service to all patients without regard to racial ethnicity, religion, age, gender, sexual orientation, or handicap.

The goal of Wellspring Home Health Center, LLC is to continuously improve the quality of services rendered.

The responsibility of the QAPI Committee will be to assist in carrying out the objectives and activities of monitoring and evaluating as identified in the QAPI Plan.

Wellspring Home Health Center, LLC QAPI program consists of but is not limited to the following:

1. Program/staff performance assessment activities.
2. Staff recruitment, training, orientation and continuing education programs.
3. Case conferences.
4. Management meetings.
5. Ongoing review of clinical records.
6. Clinical staff peer review activities.
7. Review of records requested by utilization/record review.
8. High volume services, conditions, or diagnoses.

9. Evaluation of systems designed to support clinical operations.
10. Compliance with clinical practice standards and recognized professional standards.
11. Program evaluations based upon measurable objectives, patient outcomes and cost effectiveness.
12. Management systems that support infection control functions.
13. Patient/physician satisfaction assessment.
14. Quality control activities.
15. Annual program evaluation.
16. Orientation/training program.
17. Continuing education.
18. Performance appraisals
19. Re-prioritization of performance activity.

Exhibit 14A.

Wellspring Home Health Center CMS Survey Activity Report

Survey Activity Report: Survey History

Provider or Supplier Name: WELLSRING HOME HEALTH CENTER
CMS Certification Number: 027036
Provider or Supplier Type: Home Health Agency
Address: 201 E SWANSON AVE STE 7
WASILLA, AK 99654
Phone Number: 907 357-3655
Participation Date: 05/17/2017
Region: (X) Seattle
Accreditation Organization: COMMUNITY HEALTH ACCREDITATION PROGRAM
Accreditation Type: Deemed Status
Ownership Type: For Profit

Surveys for FY 2021 No Surveys Found

Surveys for FY 2020 No Surveys Found

Surveys for FY 2019 No Surveys Found

Surveys for FY 2018 No Surveys Found

Surveys for FY 2017

05/17/2017 STANDARD SURVEY HEALTH SURVEY

No Deficiencies Found.

No Followup Visits.

Exhibit 14B.
Community Health Accreditation Partner (CHAP)
Letter and Certificate

Community Health Accreditation Partner

1275 K Street NW, Suite 800 / Washington, DC 20005

P 202.862.3413 / F 202.862.3419

CHAP

April 21, 2020

Mrs. Joyce Ibanga
Administrator
Wellspring Home Health Center, LLC
201 E. Swanson Ave., Suite #7
Wasilla, AK 99654

RE: Customer ID: 3003211
Service: Home Health [Deemed]
CCN/PTAN: 02-7036

Location and/or Site Accredited:
Wellspring Home Health Center, LLC
201 E. Swanson Ave., Suite #7
Wasilla, AK 99654

Wellspring Home Health
5700 Old Seward Hwy., Suite 102
Anchorage, AK 99518

Site Visit Dates: February 4, 2020 - February 6, 2020
Type of Survey/Site Visit: Re-accreditation
Accreditation Determination: Full Accreditation
Plan of Correction Accepted Date: April 2, 2020
CHAP Accreditation Dates: May 17, 2020 - May 17, 2023
Method of Follow-up: Acceptable POC

Dear Mrs. Ibanga,

I am pleased to inform you that based on the findings of the site visit conducted February 4, 2020 - February 6, 2020, at the location and service referenced above, your organization is found to be in compliance with the CHAP Standards of Excellence. The CHAP Board of Review (BOR) has granted Full Accreditation to your organization for the term of three (3) years.

Medicare Certification Recommendation: For organizations seeking Medicare certification, the CHAP Accreditation decision is accompanied by the enclosed notification copying the Centers for Medicare & Medicaid Services (CMS).

The continuation in good standing of this Accreditation is dependent upon your organization paying any and all accreditation and site visit fees in accordance with the terms and conditions of the Accreditation Services Agreement.

Please note that CHAP may conduct surveys less than every three years depending upon any applicable CMS or state regulation and/or the level of any deficiencies cited.

As a CHAP accredited agency, you are required to list our toll-free CHAP Hotline telephone number to all of your clients. This hotline receives consumer complaints and questions about CHAP accredited organizations 24 hours a day, seven days a week. **The CHAP Hotline is 1-800-656-9656.**

Thank you for choosing CHAP as your national accreditation partner. Please contact Quancia McDonald at quancia.mcdonald@chapinc.org or (202) 862-3413 if you have any questions.

Sincerely,

Fran Petrella

Frances B. Petrella, BSN, RN
Senior Vice President, Accreditation

Community Health Accreditation Partner (CHAP)
1275 K Street NW, Suite 800 | Washington, DC 20005
Office: (202) 862-3413 | Fax: (202) 862-3419
fpetrella@chapinc.org | www.chapinc.org

ID: FEB0420_DNQ
Ref: GMCB314878

Community Health Accreditation Partner
1275 K Street NW, Suite 800 / Washington, DC 20005
P (202) 862-3413 / F (202) 862-3419



April 21, 2020

Mrs. Joyce Ibanga
Administrator
Wellspring Home Health Center, LLC
201 E. Swanson Ave., Suite #7
Wasilla, AK 99654

RE: Customer ID: 3003211
Service: Home Health [Deemed]
CCN/PTAN: 02-7036

Location and/or Site Accredited:
Wellspring Home Health Center, LLC
201 E. Swanson Ave., Suite #7
Wasilla, AK 99654

Wellspring Home Health
5700 Old Seward Hwy., Suite 102
Anchorage, AK 99518

Site Visit Dates:	February 4, 2020 - February 6, 2020
Type of Survey/Site Visit:	Re-accreditation
Accreditation Determination:	Full Accreditation
Medicare Certification:	Recertification
Deemed Status Recommendation:	Continued Deemed Status
Plan of Correction Accepted Date:	April 2, 2020
Effective Date of Accreditation:	May 17, 2020
Expiration Date of Accreditation:	May 17, 2023
Method of Follow-up:	Acceptable POC

Dear Mrs. Ibanga,

I am pleased to inform you that based on the findings of the site visit conducted February 4, 2020 - February 6, 2020, at the location and service referenced above, your organization is found to be in compliance with the CHAP Standards of Excellence. The CHAP Board of Review (BOR) has granted Full Accreditation to your organization for the term of three (3) years. Additionally, CHAP has recommended continued Medicare certification.

As part of the Medicare certification process, the Centers for Medicare & Medicaid Services (CMS) Regional Office will make a final determination regarding your Medicare certification and the effective date of participation in accordance with regulations at 42 CFR 489.13. If CMS does not accept CHAP's recommendation, you will be notified of next steps required.

Thank you for choosing CHAP as your national accreditation partner. Please contact Quancia McDonald at quancia.mcdonald@chapinc.org or (202) 862-3413 if you have any questions.

Sincerely,

Fran Petrella

Frances B. Petrella, BSN, RN
Senior Vice President, Accreditation

Community Health Accreditation Partner (CHAP)
1275 K Street NW, Suite 800 | Washington, DC 20005
Office: 202.862.3413 | Fax: 202.862.3419
fpetrella@chapinc.org | www.chapinc.org

CC: CMS Regional Office (CMS RO X - Seattle)
CMS Central Office
State Agency

Certificate of Accreditation

This is to certify that the following organization has met the requirements of the Community Health Accreditation Partner (CHAP) Standards of Excellence and demonstrated a commitment to providing quality patient care and services.

Wellspring Home Health Center, LLC

Wasilla, AK

is therefore granted accreditation for the following:

Home Health

Effective: May 17, 2020

Expiration: May 17, 2023

Nathan J. DeGodt

Nathan J. DeGodt
President and CEO, CHAP



Maureen A. Spivack

Maureen A. Spivack
Chair, CHAP Board of Directors

CHAP is an independent, nonprofit accrediting body for organizations providing home and community-based health care services in accordance with nationally recognized CHAP Standards of Excellence.

Additional information regarding CHAP Accreditation and a listing of individual accredited organizations can be obtained by visiting www.CHAPinc.org.

Customer ID: 3003211