



Certificate of Need Application  
Home Health Agency

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

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

<b>Signature and Title of Responsible Officer</b>  <i>Veerpal Kaur</i>  Veerpal Kaur, ARNP President  <b>Email Address:</b>  <a href="mailto:vkaur@vuehomecare.com">vkaur@vuehomecare.com</a>	<b>Date:</b> July 17, 2023  <b>Telephone Number:</b>  425-770-0425
<b>Legal Name of Applicant</b>  Vue Home Health, LLC  <b>Address of Applicant</b>  P.O. Box 6544 Kennewick, WA 99336	<b>Provide a brief project description</b> <input checked="" type="checkbox"/> <b>New Agency</b> <input type="checkbox"/> <b>Expansion of Existing Agency</b> <input type="checkbox"/> <b>Other:</b> _____  <b>Estimated capital expenditure: \$ <u>20,033</u></b>
<b>Identify the county proposed to be served for this project. Note: Each home health application must be submitted for one county only. If an applicant intends to obtain a Certificate of Need to serve more than one county, then an application must be submitted for each county separately.</b>  <u>Benton County</u>	

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## List of Exhibits

Exhibit Number	Title
1	Letter of Intent
2	Planning Area Forecast Need Model and Planning Area Supply
3	Financial Assistance Policy
4	Admissions Policy
5	Patient Rights and Responsibilities Policy
6	Patient Bill of Rights
7	Pro Forma Financials
8	Medical Director Job Description
9	Lease Agreement
10A	Letter of Financial Commitment
10B	Bank Letter
11	List of Acute and Post-Acute Care Providers

# 1. Introduction and Rationale

Vue Home Health seeks Certificate of Need approval to operate a Medicare certified and Medicaid eligible home health agency to serve residents of Benton County in Washington State. Vue Home Health will serve all residents in Benton County, and will provide skilled nursing, physical therapy, occupational therapy, speech therapy, medical social work, home health aide care, and other home health services.<sup>1</sup>

## Summary Findings from Department’s Need Methodology

Based on numeric need calculated consistent with the 1987 Washington State Health Plan, Benton County residents are currently (calendar year 2023) in need of one (1) additional home health agency, increasing to two (2) additional home health agencies by the target forecast year (calendar year 2026). The number of home health providers serving Benton County residents has not kept pace with increases in Benton County population, with the 65+ year old age cohort growing at a compounded annual growth rate of 5.1% from 2010 to 2020.<sup>2</sup> This gap is forecasted to further increase over time, as the 65+ age cohort is projected to continue growing at an annual rate of 3.6% from 2020-2025 and 3.0% from 2025-2030.<sup>3</sup> Vue Home Health’s proposed project will help to address this net need and provide desperately needed capacity in the planning area to ensure Benton County residents will have access to home health services.

## CMS National Health Expenditure Projections

In fact, the annual increases in visits/population forecasted in the Department’s need calculations and OFM’s population forecast underestimate the expected increased need for home health services. According to the recent National Health Expenditure (NHE) projections released by CMS’ Office of the Actuary in June 2023, home health care expenditures are projected to grow at an average rate of 7.2% per year from 2021 through 2031 (Table 1). Except for the ‘Net Cost of Private Insurance’, home health care expenditures are the fastest growing service category forecasted by CMS. Home health expenditures are projected to increase from 2.9% of total national health expenditures (\$125.2B / \$4,255.1B) in 2021 to 3.5% of total national health expenditures (\$250.6B / \$7,174.7B) in 2031.

Table 1: CMS National health Expenditure Projections, 2021-2031 Growth Rates

Type of Expenditure (billions \$)	2021	2031	Annual Growth Rate (2021-2031)	Rank (Top 3)
National Health Expenditures	\$4,255.1	\$7,174.7	5.4%	
Health Consumption Expenditures	4,048.1	6,829.4	5.4%	
Personal Health Care	3,553.4	6,034.2	5.4%	
Hospital Care	1,323.9	2,335.7	5.8%	3
Professional Services	1,157.0	1,924.3	5.2%	
Physician and Clinical Services	864.6	1,445.5	5.3%	
Other Professional Services	130.6	229.2	5.8%	
Dental Services	161.8	249.7	4.4%	
Other Health, Residential, and Personal Care	223.5	371.2	5.2%	
Home Health Care	125.2	250.6	7.2%	2
Nursing Care Facilities and Continuing Care Retirement Communities	181.3	283.3	4.6%	
Retail Outlet Sales of Medical Products	542.5	869.1	4.8%	

<sup>1</sup> See our response to Project Description #7 in the home health application form for a complete list and description of the home health services proposed by Vue Home Health.

<sup>2</sup> OFM County SADE Estimates, 2010-2020.

<sup>3</sup> OFM 2022 GMA County Projections. Medium Series.

Prescription Drugs	378.0	591.8	4.6%	
Other Medical Products	164.5	277.3	5.4%	
Durable Medical Equipment	67.1	114.5	5.5%	
Other Non-Durable Medical Products	97.4	162.7	5.3%	
Government Administration	51.5	78.3	4.3%	
Net Cost of Private Health Insurance	255.7	527.0	7.5%	1
Government Public Health Activities	187.6	190.0	0.1%	
Investment	207.0	345.3	5.3%	
Research	61.5	103.3	5.3%	
Structures & Equipment	145.6	242.0	5.2%	

Sources: NHE Projections, Table 2 - National Health Expenditure Amounts and Annual Percent Change by Type of Expenditure: Calendar Years 2015-2031. Prepared by Centers for Medicare & Medicaid Services, Office of the Actuary.

Available at <https://www.cms.gov/Research-Statistics-Data-and-Systems/Statistics-Trends-and-Reports/NationalHealthExpendData/NationalHealthAccountsProjected>. Last accessed June 29, 2023.

### **Community Health Needs Assessment**

The growing share of home health care is not only recognized at the national level, but at the local level as well. A 2022 Community Health Needs Assessment (CHNA) conducted in collaboration between Benton-Franklin Health District, Benton-Franklin Community Health Alliance, Prosser Memorial Health, and Kadlec Regional Medical Center found that community members highlighted need for home visits and services to overcome barriers to care, support discharge planning, and overall ease access to health services.

**Older adults:** Technology and transportation can be barriers to care for older adults and they may need support in navigating the health care system. Health care workers that provide home visits may be able to support discharge planning and ensure older adults are safe in their home.

Source: 2022 Benton & Franklin Counties CHNA<sup>4</sup>, Page 91

#### **Provide community-based services to ease access**

Partners emphasized the benefits of bringing needed services to people. They shared home visits can be especially helpful for older adults who may have difficulty getting to care. Providing care in the home can be a preventive measure rather than waiting until people have emergent needs.

Source: 2022 Benton & Franklin Counties CHNA, Page 103

These comments from the largest health systems operating in Benton County demonstrate that the home health services proposed by Vue Home Health will compliment and support the goals and initiatives by the greater health system to enhance access and improve care for the community.

Vue Home Health has also independently researched comparative prevalence rates and health outcomes between Benton County and Washington to inform areas of focus for its proposed

<sup>4</sup> The full 2022 Community Health Needs Assessment can be found on the Benton-Franklin Health District’s website, available at [https://www.bfhd.wa.gov/data\\_reports/community\\_health\\_needs\\_assessment\\_improvement\\_plan](https://www.bfhd.wa.gov/data_reports/community_health_needs_assessment_improvement_plan). Last accessed on June 28, 2023.

health services. A summary of key disparities is presented below in Table 2.

Table 2: Comparative Prevalence Rates and Health Outcomes Between Benton County and Washington State			
	Metric	Benton County	WA State
Preventable Hospitalizations	Rate per 100,000 Medicare Beneficiaries	2,619	1,844
Chronic Conditions – High Blood Pressure	% of Medicare Beneficiaries	52.2%	45.4%
Chronic Conditions – Diabetes	% of Medicare Beneficiaries	26.8%	21.8%
Chronic Conditions – Asthma	% of Medicare Beneficiaries	5.0%	4.2%
Mortality – Coronary Heart Disease	Age-Adjusted Death Rate Per 100,000 Medicare Population	89.0	77.5
Mortality – Lung Disease	Age-Adjusted Death Rate Per 100,000 Population	36.3	34.6

Sources:  
+ Centers for Medicare and Medicaid Services, Mapping Medicare Disparities Tool. 2020.  
+ Centers for Medicare & Medicaid Services, Centers for Medicare & Medicaid Services - Chronic Conditions. 2018.  
+ Centers for Disease Control and Prevention, CDC - National Vital Statistics System. Accessed via CDC WONDER. 2016-2020.  
+ SparkMap Community Needs Assessment. The Center for Applied Research and Engagement Systems.

To address many of these higher rates of chronic conditions and mortality rates existing within Benton County, Vue Home Health will train staff and provide care and education to patients and caregivers on how to manage chronic conditions, such as diabetes, COPD, asthma, hypertension, heart failure, etc. Vue Home Health will also train staff and educate patients and caregivers on the signs and symptoms of potentially preventable conditions, such as bacterial pneumonia or urinary tract infection, and when to seek medical attention. By providing preventative care such as patient education and chronic disease management, this can help detect and treat health problems early, prevent complications, and avoid unnecessary hospital visits.

Vue Home Health will also provide respiratory therapy to address the higher rates of chronic conditions and mortality related to asthma and lung disease, as well as care for patients with a tracheostomy. Vue Home Health can provide respiratory therapy such as oxygen therapy, nebulizer treatments, chest physiotherapy, and pulmonary rehabilitation, among other respiratory services.

Overall, Vue Home Health proposes to provide a comprehensive set of home health services to residents of Benton County that are supported by the Department’s numeric need methodology, national projections from CMS, local health systems’ community health needs assessments, and independent review of community health prevalence and outcomes data.

## **2. Applicant Description**

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

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

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

Vue Home Health, LLC  
P.O. Box 6544  
Kennewick, WA 99336

The address provided above is for contact purposes. As described in the project description, the proposed office space for the Benton County home health operations will be 636 N. Colorado St. Office Space #24, Kennewick, WA 99336.

Vue Home Health, LLC (“Vue Home Health”, “Vue”) is owned by the three following persons:

- Veerpal Kaur (33.33% ownership)
- Dhanwant Kaur (33.33% ownership)
- Harbans Kaur (33.33% ownership)

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

Vue Home Health is a limited liability company (“LLC”). Vue Home Health’s UBI number registered with the Washington Secretary of State’s Office is 604 908 448.

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

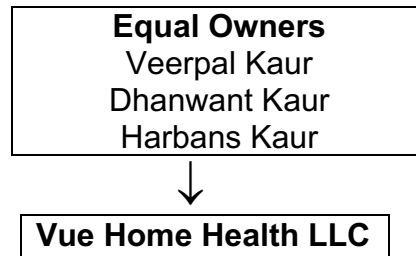
Veerpal Kaur, ARNP  
President  
P.O. Box 6544  
Kennewick, WA 99336  
Phone: 425-770-0425  
Email: [vkaur@vuehomecare.com](mailto:vkaur@vuehomecare.com)

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

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

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

Vue Home Health is equally owned by the three following persons: Veerpal Kaur, Dhanwant Kaur, and Harbans Kaur.



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

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

The three owners of Vue Home Health own the following licensed agencies:

- Vue Home Health, LLC. IHS.FS.61385337 (In Home Services Agency License)
- Vue Home Care, LLC. IHS.FS.61385324 (In Home Services Agency License)



### **3. Project Description**

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

This question is not applicable.

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

This question is not applicable.

#### **3. Provide the name and address of the proposed agency. If an address is not yet assigned, provide the county parcel number and the approximate timeline for assignment of the address.**

The name of the proposed agency is Vue Home Health. The proposed office space for the Benton County home health operations will be:

636 N. Colorado St.  
Office Space #24  
Kennewick, WA 99336

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

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

Please see the discussion in the *Introduction and Rationale* section for a description of key focus areas for Vue Home Health's proposed services.

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

Vue Home Health will be available and accessible to the entire geography of Benton County.

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

<b>Event</b>	<b>Anticipated Month/Year</b>
CN Approval	March 2024
Design Complete (if applicable)	N/A
Construction Commenced (if applicable)	N/A
Construction Completed (if applicable)	N/A
Agency Prepared for Survey	July 2024
Agency providing Medicare and Medicaid home health services in the proposed county.	September 2024

\* If no construction is required, commencement of the project is project completion, commencement of the project is defined in [WAC 246-310-010](#)(13) and project completion is defined in [WAC 246-310-010](#)(47).

The timeline above assumes a 7-8 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 type="checkbox"/> Nutritional Counseling
<input type="checkbox"/> Durable Medical Equipment	<input 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 type="checkbox"/> Applied Behavioral Analysis
<input type="checkbox"/> Other (please describe)	

Services to be provided by Vue Home Health will primarily consist of the services identified above, but other services will also be provided/contracted as needed.

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

This question is not applicable.

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

This question is not applicable.

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

Vue Home Health, LLC will serve all Benton County residents in need of home health services and meeting its admissions criteria. Vue will provide services to patients of different ages who meet its admission criteria, but it anticipates most of its patients to be aged 65 and older based on home health use by age.

Please see the discussion in the *Introduction and Rationale* section for a description of key focus areas for Vue Home Health’s proposed services.

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

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

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

**IHS.FS.**

**Medicare #:**

**Medicaid #:**

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

## 4. Certificate of Need Review Criteria

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

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

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

See Exhibit 2 for the Benton County home health need model (Exhibit 2A), including a supply worksheet with those home health providers operating in Benton County, the Planning area (Exhibit 2B). Overall, we have identified forty-three (43) in-home agencies providing care to Planning area residents; this includes three (3) that are currently CN-Approved and either certified or likely soon-to-be certified by CMS to provide home health services to Planning area residents. For the purposes of the Department's numeric need methodology, four (4) agencies should be included in the supply count used in the need model. See the supply worksheet in Exhibit 2B for the inclusion/exclusion determination by agency.

#### 2. Complete the numeric methodology.

Certificate of need rules (WAC 246-310) do not contain specific WAC 246-310-210(1) need criteria as identified in WAC 246-310-200(2)(a)(i). Therefore, we have developed a home health need model for Benton 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:

Benton County Need Model	Row	Base Year 2023	Forecast Year 1 2024	Forecast Year 2 2025	Forecast Year 3 2026
<u>Step 1: Population</u>					
0-64 Years Old	1	178,935	180,477	182,019	183,656
65-79 Years Old	2	28,451	29,371	30,291	30,831
80+ Years Old	3	7,898	8,239	8,581	9,262
<u>Step 2: Visits per Capita</u>					
0-64 Years Old (0.005 * 10)	4	0.05	0.05	0.05	0.05
65-79 Years Old (0.044 * 14)	5	0.616	0.616	0.616	0.616
80+ Years Old (0.183 * 21)	6	3.843	3.843	3.843	3.843

<u>Step 3: Projected Visits</u>					
Total ([1]*[4]+[2]*[5]+[3]*[6])	10	56,824	58,781	60,737	63,767
Supply (# Agencies*10,000)	11	40,000	40,000	40,000	40,000
<u>Step 4: Net Need</u>					
Visits ([10]-[11])	12	16,824	18,781	20,737	23,767
Agencies ([12]/10,000)	13	1	1	2	2
<p><i>Gross Need Source:</i> As described in 1987 SHP, B-35, the maximum number of agencies needed in a planning area is determined by dividing the total projected number of visits (Step 3) by 10,000.</p> <p><i>Supply source:</i> See supply worksheet included in Exhibit 2B for inclusion/exclusion determination.</p> <p><i>Net Need source:</i> calculated by subtracting supply from gross need. Per the 1987 SHP methodology, fractions are rounded down to the nearest whole number.</p>					

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

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

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

Since there exists an unmet need for additional home health agencies in Benton County, Vue Home Health’s proposed project is by definition not an unnecessary duplication of services. However, in addition to the Department’s need methodology, see the *Introduction and Rationale* section for a discussion of additional reasons to support approval of the proposed project. These include:

- i. OFM data showing the 65+ year old age cohort expected to grow at 3% per year through 2030. Elderly individuals are the high utilizers of home health.
- ii. CMS’ National Health Expenditure projections projecting that home health care expenditures will be the fastest growing services category (excluding ‘Net Cost of Private Insurance’), expected to grow at a rate of 7.2% per year.
- iii. A 2022 Community Health Needs Assessment (CHNA) conducted in collaboration

between Benton-Franklin Health District, Benton-Franklin Community Health Alliance, Prosser Memorial Health, and Kadlec Regional Medical Center found that community members highlighted need for home visits and services to overcome barriers to care, support discharge planning, and overall, ease access to health services. These comments from the largest health systems operating in Benton County demonstrate that the home health services proposed by Vue Home Health will compliment and support the goals and initiatives by the greater health system to enhance access and improve care for the community.

Further, review of comparative prevalence rates and health outcomes between Benton County and Washington highlighted key disparities that help inform areas of focus for Vue's proposed health services. Key disparities include a substantially higher rate of preventable hospitalizations among Medicare beneficiaries (2,619 per 100,000 Medicare beneficiaries in Benton compared to 1,844 for Washington State); a higher percentage of Medicare beneficiaries with high blood pressure (52.5% compared to 45.4%), diabetes (26.8% compared to 21.8%), and asthma (5.0% compared to 4.2%); and a higher mortality rate in coronary heart disease (89.0 deaths per 100,000 Medicare beneficiaries compared to 77.5 deaths per 100,000 in Washington) and lung disease (36.3 per 100,000 Medicare beneficiaries compared to 34.6).

Vue Home Health aims to improve the health outcomes and reduce the health disparities of Benton County residents. Vue will train its staff on how to provide care and education to patients and caregivers about managing chronic conditions, such as diabetes, COPD, asthma, hypertension, heart failure, etc. Vue will also teach patients and caregivers to look for the signs and symptoms of potentially preventable conditions, such as bacterial pneumonia or urinary tract infection, and when to seek medical attention. By providing preventative care such as patient education and chronic disease management, this can help detect and treat health problems early, prevent complications, and avoid unnecessary hospital visits. Additionally, Vue will provide respiratory therapy to address the higher rates of chronic conditions and mortality related to asthma and lung disease, as well as care for patients with a tracheostomy. The service will provide respiratory therapy such as oxygen therapy, nebulizer treatments, chest physiotherapy, and pulmonary rehabilitation, among other respiratory services.

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

This question is not applicable.

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

We present our utilization forecast in Table 4.

Home Health Visits	Sep – Dec 2024	2025	2026	2027
Months of Operation	4	12	12	12
Total Visits	1,960	7,596	9,564	11,688
Total Unduplicated Patients	95	369	464	567

Sources: Applicant; See Table 5.

The utilization forecast in Table 4 is a function of the need presented in Table 3. From Table 3, we project Benton County residents in need of Home Health services to equal 56,824 Visits in 2023, 58,781 in 2024, 60,737 in 2025, and 63,767 in 2026. Extending this forecast for an additional year, we estimate this number to equal 66,797 Visits in 2027. These numbers correspond to 4,735 visits per month, 4,898, 5,061, 5,314, and 5,566 visits per month in 2023-2027, respectively. We assume that, on a monthly basis, Vue Home Health will provide services to 0.00% of these patients in 2023 because Vue Home Health will not yet be operational, 10.0% in 2024, 12.5% in 2025, 15.0% in 2026, and 17.5% in 2027. Furthermore, we assume that, based on 2021 CMS numbers, the number of visits per patient are equal to about 20.6.<sup>5</sup> These statistics and assumptions, along with the implied utilization, are summarized in Table 5.

Utilization Assumptions	Row	2023	2024	2025	2026	2027
Benton County Visit Projections	1	56,824	58,781	60,737	63,767	66,797
Visits per Month	2	4,735	4,898	5,061	5,314	5,566
Assumed Market Share	3	0.00%	10.00%	12.50%	15.00%	17.50%
HH Visits per Month ([1]*[2]*[3])	4	0	490	633	797	974
Months of Operation	5	0	4	12	12	12
HH Visits ([4]*[5])	6	0	1,960	7,596	9,564	11,688
Visits per Patient	7	20.6	20.6	20.6	20.6	20.6
Unduplicated Admission ([6]/[7])	8	0	95	369	464	567

Applicant and Medicare Home Health Agency Utilization by State, Current Year 2021 (<https://www.cms.gov/files/document/cy-2021-medicare-home-health-utilization-state.pdf> , Last Accessed June 27, 2023.)

<sup>5</sup><https://www.cms.gov/files/document/cy-2021-medicare-home-health-utilization-state.pdf>, Last Accessed June 27, 2023.

The number of visits by occupational category are calculated based on our review of similar projects approved in King, Clark, and Spokane counties.<sup>6</sup> We present these assumptions in Table 6.

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

Sources: Applicant

Respiratory therapy is not listed above, as Medicare billing does not recognize respiratory therapy as a separate discipline, but rather sees the services in accordance with the revenue code used on the claims, such as 042x (physical therapy). Therefore, Vue Home Health’s utilization forecast does not separate out respiratory therapy for volumes and corresponding revenues, but it does include respiratory therapists in the FTE schedule provided later in this application to reflect its proposed respiratory services.

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

As demonstrated above, there exists considerable unmet need for additional home health agencies in Benton 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 Benton County residents to outmigrate to other areas.

One of the key inputs of the 2022 CHNA by Benton-Franklin health systems was an April 2022 community health survey of Benton and Franklin adults. The survey revealed that 16% of persons 55+ year old reported that they or someone in their household had a challenge in meeting needs for ‘In-home support for seniors or people with disabilities’.<sup>7</sup> In-home support was identified as the second most prevalent challenge for the 55+ age cohort (at 16%) and was within the top three main challenges for the \$50K-\$100K income group (12%) as well.<sup>8</sup> And even though in-home support wasn’t listed within the top three main challenges for the

<sup>6</sup> These approved projects include CN19-52 (King County), CN20-24 (Clark County), CN19-67 (Spokane County), and CN21-35 (King County). Because staffing and other statistics vary from applicant to applicant and the Benton County demographics underlying these statistics shift over time, we decided it was most reasonable to apply assumptions which reflected an average across multiple applicants whose projects were approved in representative counties across Washington State.

<sup>7</sup> Benton Franklin Health District - Community Health Survey. April 2022. P. 21.

<sup>8</sup> Ibid.



lowest income group, under \$50K, in absolute terms the lower income group reported greater challenges in meeting needs (16% for under \$50K compared to 12% for \$50K-\$100K).<sup>9</sup>

**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 unmet need for additional home health agencies in Benton County, Vue Home Health's proposed project is by definition not an unnecessary duplication of services. Please see also our response to Question 4 of this section for additional information on why this will not be an unnecessary duplication of services for Benton County.

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

Confirmed. Vue Home Health's services will be available and accessible to all Benton County residents.

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

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

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

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

We have provided a copy of our Financial Assistance Policy in Exhibit 3. A copy of our Admissions Policy is included in Exhibit 4. Our Patient Rights and Responsibilities Policy and Patient Bill of Rights are included in Exhibit 5 and Exhibit 6, respectively.

Vue Home Health does not have a stand-alone patient non-discrimination policy, but the Financial Assistance Policy, Admissions Policy, and Patient Bill of Rights contain the necessary patient Non-Discrimination language.

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<sup>9</sup> Ibid.

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

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

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

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

We note that in determining appropriate assumptions for our financial Pro Forma, we applied an average of financial assumptions from previously approved Washington home health applications. These include the approvals of Unity Home Health (CN#22-38), Amicable Healthcare, Inc (CN #19-52), and Wellspring Home Health (CN #21-35) in King County, Providence Home Health (CN #20-24) in Clark County, and Eden Home Health (CN #19-67) in Spokane County. Since payer and other financial statistics vary substantially from applicant to applicant, and the Benton County demographics underlying these financial statistics shift over time and are affected by the current and past demographics of other Washington areas, we decided it was most reasonable to apply financial assumptions which reflected an average across multiple applicants whose projects were approved in representative counties across Washington State.

### 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.**

None of the agreements/contracts listed above are applicable.

Vue Home Health’s proposed medical director will be Veerpal Kaur, ARNP, an employee of the Vue Home Health. Therefore, a medical director contract is not applicable. A medical director job description is provided in Exhibit 8.

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

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

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

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

Please see Exhibit 9 for a signed lease agreement between HomeSmart Elite Brokers (Landlord) and Vue Home Health, LLC (Tenant). The initial term (Lease Section 8) and five 1-year options to renew (Lease Section 26) available to Vue Home Health provides site control through July 2029.

**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 7: Home Health Capital Expenditures	
Item	Cost
a. Land Purchase	\$
b. Utilities to Lot Line	\$

c. Land Improvements	\$
d. Building Purchase	\$
e. Residual Value of Replaced Facility	\$
f. Building Construction (Tenant Improvements)	\$
g. Fixed Equipment (not already included in the construction contract)	\$
h. Movable Equipment	\$ 18,430
i. Architect and Engineering Fees	\$
j. Consulting Fees	\$
k. Site Preparation	\$
l. Supervision and Inspection of Site	\$
m. Any Costs Associated with Securing the Sources of Financing (include interim interest during construction)	
1. Land	\$
2. Building	\$
3. Equipment	\$
4. Other	\$
n. Washington Sales Tax	\$ 1,603
<b>Total Estimated Capital Expenditure</b>	<b>\$ 20,033</b>

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

Vue Home Health, LLC, will be responsible for the estimated capital costs identified above. Please see Exhibit 10A for a signed Letter of Financial Commitment and Exhibit 10B for a letter from JPMorgan Chase Bank, N.A. identifying sufficient available funds from Veerpal Kaur, one of Vue Home Health's owners.

**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.**

Vue Home Health anticipates approximately \$17,818 in pre-operational expenses. Including the equipment listed in Table 9 and CON Application Fee, this totals about \$37,851 in Start Up Costs. Please see Exhibit 7 for an outline of the non-equipment expenses and the assumptions used to calculate them.

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

Vue Home Health, LLC, will be responsible for the estimated startup costs. Please see Exhibit 10A for a signed Letter of Financial Commitment and Exhibit 10B for a letter from

JPMorgan Chase Bank, N.A. identifying sufficient available funds.

The financial model assumes approximately \$150,000 in startup capital from Vue Home Health to cover capital expenditures, startup costs, and initial operating periods. Although only \$150,000 is modeled, Exhibits 10A and 10B demonstrate Vue Home Health's commitment and ability to fund project as needed.

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

As presented in Table 8, we expect over 4/5s of all patients to be Medicare and Medicaid insureds. As such, Vue's rates will be primarily based on set fee schedules with CMS and Medicaid. Thus, the proposed project will not negatively impact costs and charges for health services.

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

As identified in Table 7 and Table 9, we anticipate \$20,033 in equipment expenditures as the capital required to become Medicare certified and Medicaid eligible and provide home health services to the forecasted patient populations, as described above. As presented in Table 8, we expect over 4/5s of all patients to be from Medicare and Medicaid. As such, Vue's rates will be primarily based on fee schedules set by CMS and Medicaid. Thus, the proposed project will not impact costs and charges for health services.

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

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

Source: Applicant

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

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

This question is not applicable.

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

Table 9: Equipment List			
Vue Home Health, LLC Capital Expenditure			
Furniture	Units	Cost per Unit	Total Cost
Desks	7	\$450	\$3,150
Office Chairs	7	\$120	\$840
Technology Equipment			
Computers	7	\$900	\$6,300
Printer/Fax/Copier	1	\$440	\$440
Tablets	10	\$470	\$4,700
Cellphones	10	\$300	\$3,000
Subtotal			\$18,430
Sales Tax (8.7%)			\$1,603
<b>Total</b>			<b>\$20,033</b>

Source: Applicant

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

Please see Exhibit 10A for a signed Letter of Financial Commitment and Exhibit 10B letter from JPMorgan Chase Bank, N.A. identifying sufficient available funds.

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

This question is not applicable.

**15. Provide the most recent audited financial statements for:**

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

This question is not applicable. Vue Home Health, LLC is a new organization that does not have historical financials to report.

**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 10 below for the anticipated number of staff FTEs (productive and non-productive) upon project completion.

	Sep – Dec 2024	2025	2026	2027
<u>Clinical FTEs</u>				
Skilled Nursing	0.79	3.07	3.86	4.72
Physical Therapy	0.59	2.29	2.88	3.52
Occupational Therapy	0.19	0.75	0.94	1.15
Speech Pathology	0.03	0.13	0.16	0.20
Medical Social Services	0.02	0.07	0.08	0.10
Home Health Aide	0.15	0.58	0.74	0.90
Respiratory Therapy	0.03	0.13	0.16	0.20
<b>Total Clinical FTEs</b>	<b>1.80</b>	<b>7.02</b>	<b>8.82</b>	<b>10.79</b>
<u>Management and Non-Clinical FTEs</u>				
Manager / Administrator	1.00	1.00	1.00	1.00
Director of Nursing and Clinical Services	1.00	1.00	1.00	1.00
Business/Clerical	2.50	2.50	3.00	3.00
<b>Total Non-Clinical FTEs</b>	<b>4.50</b>	<b>4.50</b>	<b>5.00</b>	<b>5.00</b>
<b>Total FTEs</b>	<b>6.30</b>	<b>11.52</b>	<b>13.82</b>	<b>15.79</b>

Source: Applicant

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

This question is not applicable.

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

Please see Table 11, which includes staff to patient ratios used for all staffing position that vary by visit.

Table 11: Staff to Visit Ratio by Occupational Category	
Staff to Visit Ratio	FTEs Per 1,000 Visits
Skilled Nursing	1.01
Physical Therapy	0.86
Occupational Therapy	0.82
Speech Pathology	0.84
Medical Social Services	0.86
Home Health Aide	0.77

Source: Applicant

Respiratory therapy is not listed above, as Medicare billing does not recognize respiratory therapy as a separate discipline, but rather sees the services in accordance with the revenue code used on the claims, such as 042x (physical therapy). Therefore, Vue Home Health’s utilization forecast does not separate out respiratory therapy-specific visit counts. Vue Home Health assumes that intensity of respiratory therapy will be similar to speech therapy, therefore, respiratory therapy FTE estimates are assumed equal to the speech therapy FTE projections (Table 10).

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

The staff to visit ratios were constructed based on Washington Benchmarks based on public documents for other home projects similar to Vue’s proposed project. These other home projects used as benchmarks for the proposed project include the approvals of Unity Home Health (CN#22-38), Amicable Healthcare, Inc (CN #19-52), and Wellspring Home Health (CN #21-35) in King County, Providence Home Health (CN #20-24) in Clark County, and Eden Home Health (CN #19-67) in Spokane County.

As described above, Medicare billing does not recognize respiratory therapy as a separate discipline, but rather sees the services in accordance with the revenue code used on the claims, such as 042x (physical therapy). Therefore, Vue Home Health’s utilization forecast does not separate out respiratory therapy-specific visit counts. Vue Home Health assumes that intensity of respiratory therapy will be similar to speech therapy, therefore, respiratory therapy FTE estimates are assumed equal to the speech therapy FTE projections (Table 10).

**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.**



Vue Home Health's proposed medical director will be Veerpal Kaur, ARNP (AP61239312), an employee of the Vue Home Health. A medical director job description is provided in Exhibit 8.

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

A medical director job description is provided in Exhibit 8.

**7. Identify key staff by name and professional license number, if known. If not yet known, provide a timeline for staff recruitment and hiring (nurse manager, clinical director, etc.)**

Vue Home Health has so far identified Dhanwant Kaur, RN (RN60491238) as its Clinical Director. Additional staffing positions will be filled following anticipated CN approval.

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

This question is not applicable.

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

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

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

The Vue Home Health office will be open from 9:00am – 5:00pm, Monday through Friday.

We will have staff on call 24 hours a day, 7 days a week, to assist with any patient needs. A qualified RN or a coordinator supported by a RN will be on-call to accept client calls, informational calls, or referrals for service; to coordinate services in an emergency, and to provide support to personnel making home visits after normal business hours. A qualified supervisor will be available at all times to provide supervisory assistance to the on-call nurse and/or coordinator and other staff working after hours.

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

Because Vue Home Health is not an existing agency, it does not yet have a Quality Assurance Performance Improvement Policy (QAPI). Please see below for a summary description of the method Vue Home Health will adopt for assessing customer satisfaction and quality improvement.

- *Collecting data:* We will collect data on customer satisfaction and quality improvement from various sources, such as patient surveys, caregiver feedback, OASIS measures, clinical outcomes, adverse events, complaints, referrals, and staff satisfaction. We will use standardized tools and procedures to collect data in a timely, accurate, and consistent manner.
- *Analyzing data:* We will analyze the data we collect to identify trends, patterns, gaps, strengths, weaknesses, opportunities, and threats in our performance. We will use statistical methods and software to analyze the data in a systematic, objective, and comprehensive way.
- *Reporting data:* We will report the data we analyze to our administrative leadership, staff members, contractors, patients, caregivers, and other stakeholders. We will use clear and concise formats and language to report the data in a transparent, relevant, and meaningful way.
- *Using data:* We will use the data we report to monitor our performance and compare it with our goals, benchmarks, standards, and best practices. We will also use the data to prioritize areas of focus and improvement, plan and implement improvement actions, test changes, evaluate results, and sustain improvements.

Vue Home Health will also develop its QAPI to conform with the CMS' QAPI Process Tool Framework.<sup>10</sup>

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

This question is not applicable.

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

This question is not applicable.

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

Please see Table 12 for a list of expected ancillary and support services.

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<sup>10</sup> Available at <https://www.cms.gov/medicare/provider-enrollment-and-certification/qapi/downloads/processtoolframework.pdf>

<b>Organization</b>	<b>Service</b>
Interpath Laboratory	Laboratory Services
Labcorp	Laboratory Services
Densow's Medical Supplies	DME
Bellevue Health Care	DME
Medline	Medical Supplies
Axxess Technology Solutions	Home Healthcare Software
Horizon Answering Service	Answering Services
LanguageLine Solutions	Interpretation Services
Doctor's Pharmacy	Pharmacy Services
Walgreens Pharmacy Home Delivery	Pharmacy Services
CVS Pharmacy Home Delivery	Pharmacy Services
Express Scripts Online Pharmacy	Pharmacy Services
Walmart Mail Order Pharmacy	Pharmacy Services
FedEx	Shipping / Postage

Source: Applicant

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

This question is not applicable.

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

This question is not applicable.

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

Vue Home Health anticipates establishing working relationships with planning area acute care and post-acute care providers. These will primarily include Benton County hospitals, assisted living facilities, and nursing homes.<sup>11</sup> We have included a list of these organizations in Exhibit 11.

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

<sup>11</sup> Vue Home Health will accept referrals for Benton County residents from out-of-county providers and organizations (e.g. Benton County residents receiving care from Franklin County providers and organizations), but it anticipates its referral sources will primarily be Benton County providers and organizations.

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

This question is not applicable.

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

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

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

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

A 2022 Community Health Needs Assessment (CHNA) conducted in collaboration between Benton-Franklin Health District, Benton-Franklin Community Health Alliance, Prosser Memorial Health, and Kadlec Regional Medical Center found that community members highlighted need for home visits and services to overcome barriers to care, support discharge planning, and overall ease access to health services.

**Older adults:** Technology and transportation can be barriers to care for older adults and they may need support in navigating the health care system. Health care workers that provide home visits may be able to support discharge planning and ensure older adults are safe in their home.

**Provide community-based services to ease access**

Partners emphasized the benefits of bringing needed services to people. They shared home visits can be especially helpful for older adults who may have difficulty getting to care. Providing care in the home can be a preventive measure rather than waiting until people have emergent needs.

Source: 2022 Benton & Franklin Counties CHNA, Page 103

These comments from some of the largest health systems operating in Benton County demonstrate that the home health services proposed by Vue Home Health will compliment and support the goals and initiatives by the greater health system to enhance access and improve care for the community.

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

This question is not applicable.

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

This question is not applicable.

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<sup>12</sup> The full 2022 Community Health Needs Assessment can be found on the Benton-Franklin Health District's website, available at [https://www.bfhd.wa.gov/data\\_reports/community\\_health\\_needs\\_assessment\\_improvement\\_plan](https://www.bfhd.wa.gov/data_reports/community_health_needs_assessment_improvement_plan) . Last accessed on June 28, 2023.

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

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

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

The following two options were evaluated in the alternatives analysis:

- Option One: Develop a Medicare/Medicaid Certified (M/M) Home Health Agency in Benton 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 13 through Table 17. 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 13. Alternatives Analysis: Promoting Access to Healthcare Services.

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

Table 14. Alternatives Analysis: Promoting Quality of Care.

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

Table 15. Alternatives Analysis: Cost Efficiency and Capital Impacts.

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

Table 16. Alternatives Analysis: Staffing Impacts.

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

Table 17. Alternatives Analysis: Legal Restrictions.

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

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

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

This question is not applicable.

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

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

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

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



**Exhibit 1.**  
**Letter of Intent**



June 13, 2023

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

**RECEIVED**

*By Andrew Struska at 2:25 pm, Jun 16, 2023*

**Letter of Intent: Vue Home Health, LLC**

Dear Mr. Hernandez:

In accordance with WAC 246-310-080, Vue Home Health, LLC submits this Letter of Intent ("LOI") to establish and operate a certificate of need approved home health agency in the Benton County Planning Area.

1. Description of the services proposed:

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

2. Estimated Cost of the Proposed Project:

The estimated capital expenditures are \$50,000.

3. Description of the Service Area:

The service area is the Benton County Planning Area.

Please feel free to contact me if there are any questions on this letter of intent. I can be reached at [vkaur@vuehomecare.com](mailto:vkaur@vuehomecare.com).

Sincerely,

Veerpal Kaur, ARNP  
President  
Vue Home Health, LLC

**Exhibit 2.**  
**Planning Area Forecast Need Model and Planning Area Supply**

## Benton Home Health Planning Area Need Model

### Step 1: Population Estimates

	Base year	Forecast year 1	Forecast year 2	Forecast year 3
	2023	2024	2025	2026
0-64 Years Old	178,935	180,477	182,019	183,656
65-79 Years Old	28,451	29,371	30,291	30,831
80+ Years Old	7,898	8,239	8,581	9,262
<b>Total</b>	<b>215,284</b>	<b>218,087</b>	<b>220,891</b>	<b>223,748</b>

Source: OFM "Projections of the Population by Age and Sex for Growth Management, 2022 GMA Projections - Medium Series"

### Step 2: Projected Patients

	Use Rate	2023	2024	2025	2026
0-64	0.005	895	902	910	918
65-79	0.044	1,252	1,292	1,333	1,357
80+	0.183	1,445	1,508	1,570	1,695
<b>Total</b>		<b>3,592</b>	<b>3,703</b>	<b>3,813</b>	<b>3,970</b>

### Step 3: Projected Visits

	Visit Multiplier	2023	2024	2025	2026
0-64	10	8,947	9,024	9,101	9,183
65-79	14	17,526	18,093	18,659	18,992
80+	21	30,351	31,664	32,977	35,592
<b>Total</b>		<b>56,824</b>	<b>58,781</b>	<b>60,737</b>	<b>63,767</b>

### Step 4: Net Need

	2023	2024	2025	2026
Gross Need	5.68	5.88	6.07	6.38
Supply	4	4	4	4
<b>Net Need</b>	<b>1.00</b>	<b>1.00</b>	<b>2.00</b>	<b>2.00</b>

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

Source: 2022 Home Health Surveys, DOH Eval of CN22-38, DOH Eval of CN22-17, DOH Eval of CN22-03, DOH Eval of CN19-67, Agency website research.

Benton County Home Health Supply

Total Agencies	43
CN Approved	3
Supply Count	4

Credential Number	Facility Name	CN Approved	Description	Include/Exclude in Supply Count?
IHS.FS.00000352	Tri Cities Home Health	Yes	Comprehensive HH services	Include
IHS.FS.60724314	Astria Sunnyside Home Health	Yes	Comprehensive home health services	Include
IHS.FS.60875683	Columbia River Home Health	Yes	Home health agency providing services including RN, PT, OT, ST, MSW, HHA	Include
IHS.FS.60917192	Priority Home Health		Comprehensive HH services; May be limited to EEOICPA beneficiaries, but not clear	Include
IHS.FS.61078302	Inland Home Healthcare		No website found. Not shown as CMS certified agency serving Kennewick, WA on Medicare's Home Health Compare website.	Exclude
IHS.FS.00000059	Lincare		Appears limited to DME	Exclude
IHS.FS.00000065	Lincare Inc.		Appears limited to DME	Exclude
IHS.FS.00000097	Seattle Childrens Hospital Home Care Service		Services are only available to children.	Exclude
IHS.FS.00000223	Apria Healthcare LLC		Respiratory therapy, durable medical equipment.	Exclude
IHS.FS.00000227	Ashley House		Services limited by age	Exclude
IHS.FS.00000231	Avail Home Health		Private duty nursing, long-term, not 'intermittent' (SHP).	Exclude
IHS.FS.00000344	Aveanna Healthcare		Skilled nursing and respite care	Exclude
IHS.FS.00000374	Maxim Healthcare Services Inc		Private duty nursing, long-term, not 'intermittent' (SHP).	Exclude
IHS.FS.00000375	Maxim Healthcare Services		Private duty nursing, long-term, not 'intermittent' (SHP).	Exclude
IHS.FS.00000431	S and S Health Care		Private duty nursing, long-term, not 'intermittent' (SHP).	Exclude
IHS.FS.00000452	Aveanna Healthcare		Private duty nursing, long-term, not 'intermittent' (SHP).	Exclude
IHS.FS.60034694	Accredo Health Group		Specialty pharmacy	Exclude
IHS.FS.60073462	Optum Women's and Children's Health LLC		Health plan with relationships to providers and healthcare organizations. Offers clinical visits to SNFs and ALCs. Appears limited to certain populations and limited in-home services	Exclude
IHS.FS.60083889	Popes Kids Place		Services only available to persons from birth to early adulthood.	Exclude
IHS.FS.60277946	Coram CVS/Specialty Infusion Services		Skilled nursing, nutritional counseling, I.V. services	Exclude
IHS.FS.60282684	Maxim Healthcare Services		Private duty nursing, long-term, not 'intermittent' (SHP).	Exclude
IHS.FS.60344780	Providence Infusion and Pharmacy Services		Skilled nursing, durable medical equipment, I.V. Services, and nutritional counseling	Exclude
IHS.FS.60450347	Chinook Home Health Care		Limited skilled nursing / medical services. Appears to be primarily non-medical home care services (available jobs as of 06/15/23 all centered on CNA,HCA, RN, and NAR grandfathered positions)	Exclude
IHS.FS.60474800	Professional Case Management of Washingto		Comprehensive HH services, but limited to Nuclear Weapons and Uranium Workers, Department of Labor insureds, or persons with spinal/brain injuries	Exclude
IHS.FS.60593988	United Energy Workers Healthcare, LLC		In home care to EEOICPA beneficiaries	Exclude
IHS.FS.60617039	Home Care Solutions		Provides home care and care management services only	Exclude
IHS.FS.60670421	Nuclear Care Partners LLC		In home care to EEOICPA beneficiaries	Exclude
IHS.FS.60689285	Energy Employee Home Health Services		No website found; No way to verify services, service area, or admits.	Exclude
IHS.FS.60830680	Twilight Health		In home care to EEOICPA beneficiaries	Exclude
IHS.FS.60851874	Reliable Healthcare		Home care provider only	Exclude
IHS.FS.60852239	Critical Nurse Staffing LLC a/k/a CNSCares		Home care and home health services for veterans and former energy workers	Exclude
IHS.FS.60857773	Family Resource Home Care		Private duty nursing, long-term, not 'intermittent' (SHP).	Exclude

Benton County Home Health Supply

IHS.FS.60880389	Haven Home Health Care		Website only lists Seattle, WA in Washington State.	Exclude
IHS.FS.60973773	Atomic Home Health		Home health services for beneficiaries of EEOICPA	Exclude
IHS.FS.61049854	Hanford Home Health		Home health services for beneficiaries of EEOICPA	Exclude
IHS.FS.61120596	Strategic Home Health PLLC		No website found; No way to verify services, service area, or admits.	Exclude
IHS.FS.61191482	Caring Hearts Agency		Home care provider only	Exclude
IHS.FS.61225793	Tri Cities Ultimate Care		No website found; No way to verify services, service area, or admits.	Exclude
IHS.FS.61259508	National Nuclear Energy Healthcare, LLC		In home care to EEOICPA beneficiaries	Exclude
IHS.FS.61307052	LTCI Home Care Inc		No website found	Exclude
IHS.FS.61333270	Positive Nature Homecare LLC		Home health services for beneficiaries of EEOICPA	Exclude
IHS.FS.61343843	At Home Staffing, LLC		No website found for services in Washington State	Exclude
IHS.FS.61385337	Vue Home Health LLC		New agency. Not yet operational	Exclude

**Exhibit 3.**  
**Financial Assistance Policy**



## **FINANCIAL ASSISTANCE POLICY**

### **Purpose:**

Vue Home Health, LLC (“Vue”) is committed to providing necessary home health services and financial assistance to eligible patients in conformance with federal and state law. This Financial Assistance Policy outlines the criteria and process for patients to receive financial assistance for care received at Vue.

### **Policy:**

1. Financial assistance shall be available and without discrimination regarding race, color, creed, national origin, religion, sex, sexual orientation, disability, age, source of income, or any other class protected by federal or Washington state law.
2. Patients with a gross family income, as compared to Federal Policy Guidelines (“FPG”), defined in the sliding scale income table below, may be eligible for financial assistance, up to a 100% discount.
3. Patients must first exhaust all other funding sources for which they may be eligible before they will be eligible for financial assistance from Vue, including, but not necessarily limited to, the following:
  - a. Group or individual medical plans; Worker’s compensation plans;
  - b. Medicaid program;
  - c. Medicare;
  - d. Other state, federal or military programs;
  - e. Third party liability (e.g., personal injury, etc.);
  - f. Any other persons or entities who have legal responsibility to pay for the necessary medical care;
  - g. Health Savings Account funds.
4. Vue reserves the right to require confirmation a patient is ineligible for alternative funding sources, including without limitation, written denials, (or oral denials followed by documentation) from applicable funding sources. Such documentation decisions will be made by the Vue Administrator.
5. Catastrophic circumstances: any unusual circumstances or extraordinary financial hardships will be considered for extending financial assistance (i.e. full or partial discounts) to patients who do not meet the Financial Assistance Policy, as herein defined. Examples of unusual circumstances include a death or disability in the family. Such circumstances must be approved by the Vue Administrator.



**Notification and Communication of Policy:**

Information regarding Vue’s Financial Assistance Policy will be made widely available across a variety of different mediums, including but not limited to postage and signage in the office, patient brochures and other applicable written materials, digital copies available on our website, and oral information from office staff responsible for patient billing presented in-person and/or by telephone.

**Eligibility Criteria and Sliding Fee Schedule:**

1. Financial assistance eligibility is dependent on a patient’s family’s income level, adjusted for family size, compared and measured as a percent of the Federal Poverty Guidelines (“FPG”). Current Federal Poverty Guidelines can be found on the U.S. Department of Health & Human Services’ website, available at <https://aspe.hhs.gov/poverty-guidelines>.
2. Financial assistance means reducing some or all of a patient’s financial obligations for the cost of care at Vue that remain after all other funding sources, defined above, are exhausted, as well as patient responsibilities such as deductibles, coinsurance, and copayments that may be required by third-party payers, pursuant to this Financial Assistance Policy.
3. The level of financial assistance that will be provided will be based on a patient’s determined family income, in accordance with the following sliding fee schedule:

Patient/Household Income Status	Discount Rate (%)
0-200% FPG	100% Discount to Patient/Family Responsibility
201-300% FPG	50% Discount to Patient/Family Responsibility

\*Persons with catastrophic circumstances also qualify for discount to patient/family responsibility. The level of financial assistance will be based on the circumstance and determined by the Vue Administrator.

Income Verification

Income verification is required to determine financial assistance. If a patient cannot provide documentation for the last complete calendar year and documentation for the current year-to-date, he/she may submit a written signed statement describing his/her family’s income. Examples of proof of income include:

- A "W-2" withholding statement; or
- Pay stubs (last full year and year-to-date); or
- Last year’s income tax return, including schedules if applicable; or
- Written, signed statements from employers or others; or
- Approval/denial of eligibility for Medicaid and/or state-funded medical assistance; or
- Approval/denial of eligibility for unemployment compensation.

## Review

The Vue Administrator will make a determination within fourteen (14) calendar days after receiving income verification documentation. If approved, the patient will receive written notice that will include the level of discount allowed. This approval will be valid for 90 calendar days and a new request is required after such time. If denied, written notice will be provided including reason for the denial, payment terms and instructions for any appeals.

## Appeals

The patient may appeal the decision by providing additional proof of income or family size within 30 days of the determination to address the reason for denial. Additional documentation needed to support the appeal may be requested and if it is not received the appeal may be denied. The patient will receive written notice of the appeal decision within fourteen days of submitting the additional documentation required for review.

## **Billing and Collections:**

If the patient has paid for all or a portion of their charges relating to Medically Necessary Care provided by Vue, before being approved for financial assistance pursuant to this Financial Assistance Policy, any payments in excess of the amount determined to be appropriate for the patient to pay will be refunded within 30 days of approval for financial assistance.

Collection efforts of any personal financial obligations by patient's requesting financial assistance will be suspended during the verification, review, and appeals process outlined above.

Any remaining financial obligations after all third-party payment sources and eligible discounts have been applied will be billed to the patient in monthly installments within a reasonable time period.

Patients will be notified and contacted in the event of any missed payment or period of inactivity regarding payment of remaining balance. If there is unsatisfactory communication with the patient required to rectify any missed payments, then the unpaid balances will be subject to collection efforts.

## **Responsibility:**

Financial Assistance requests and supporting documentation will be reviewed for eligibility by the Administrator. Final approval or denial will be determined by the Administrator.

The Administrator has the discretion to bypass the financial assistance review process for those patients who cannot complete the review process, provide documentation supporting their request for financial assistance, or whose circumstance qualifies as catastrophic.

**Exhibit 4.**  
**Admissions Policy**



## **Admission Policy**

### **Policy Statement:**

Acceptance of patients by the agency is based on an initial assessment visit and a reasonable expectation that home health services can meet the medical needs of the patient. The agency shall admit clients without discrimination regarding race, color, creed, national origin, religion, sex, sexual orientation, disability, age, source of income, or any other class protected by federal or Washington state law.

### **Procedure:**

1. The following criteria must be met before the patient is admitted for care:
  - a. Home healthcare services starting within seven (7) calendar days of receiving and accepting a physician or practitioner referral for services. Longer time frames are permitted when one or more of is documented:
    - i. Longer time frame for the start of services is requested by the physician or practitioner
    - ii. Longer time frame for the start of services is requested by the patient, designated family member, legal representative, or referral source
    - iii. Start of services was delayed due to agency having challenges contacting patient, designated family member, or legal representative
2. The home health plan of care will include any nonmedical services available to meet the patient or family needs as identified in plans of care.
3. The Clinical Director or designee will receive referrals for services by the agency.
4. Requests for home health services are documented on the intake/referral form.
5. The Clinical Director assesses the patient referral for appropriateness of admission to the program consistent with the following criteria:
  - a. The patient is under the care of a licensed healthcare professional
  - b. Home health services are needed by the patient
  - c. A healthcare professional approves the home health services and participates in establishing the plan of care and signs the plan of care
  - d. The patient's needs can be adequately and safely met with the support of home health services

Vue Home Health, LLC

- e. A willingness on the part of the patient to participate in a healthcare professional directed plan of care.
- 6. Patients, who do not meet agency requirements, but might benefit from a referral to other community-based agencies, will be referred to those agencies.
- 7. A plan for preserving and disposing of patient records when ceasing operations according to WAC 246-335-550 (7) and (8).

**Exhibit 5.**  
**Patient Rights and Responsibilities Policy**



## **Patient Right and Responsibilities Policy**

### **Policy:**

The Agency will provide a written Bill of Rights to the patient and/or patient representative.

### **Purpose:**

To document rights that belong to patients, families and designated patient representatives by the Washington State In-Home Services licensing law.

### **Procedure:**

1. Each patient admitted to home health services is given a written Bill of Rights before services are delivered.
2. The Administrator or designee will review the Bill of Rights with the patient and/or patient representative upon admission.
3. The patient and/or patient representative will sign documentation indicating acknowledgment and understanding of the Bill of Rights.
4. A copy of the Bill of Rights will be left with the patient. A copy of the Bill of Rights will be retained in the patient care record, or the record may contain documentation of receipt of the Bill of Rights by the patient or patient representative.
5. The agency will ensure that all rights are implemented and updated as appropriate.

**Exhibit 6.**  
**Patient Bill of Rights**





## **Patient Bill of Rights**

**As a patient receiving services from the agency, I have the right to:**

1. Receive service free from discrimination regardless of ability to pay, race, creed, color, age, sex, ancestry, national origin, sexual preference, handicap, medical condition, marital status, or registered domestic partner status.
2. Receive effective treatment and quality services from the home health agency for services identified in the plan of care.
3. Be cared for by appropriately trained or credentialed personnel, contractors and volunteers with coordination of services.
4. A statement advising of the right to ongoing participation in the development of the plan of care.
5. A statement advising of the right to have access to the department's listing of licensed home health agencies and to select any licensee to provide care, subject to the individual's reimbursement mechanism or other relevant contractual obligations.
6. A listing of the total services offered by the home health agency and those being provided to the patient.
7. Refuse specific treatments or services.
8. The name of the individual within the home health agency responsible for supervising the patient's care and the manner in which that individual may be contacted.
9. Be treated with courtesy, respect, and privacy.
10. Be free from verbal, mental, sexual, and physical abuse, neglect, exploitation, and discrimination.
11. Have property treated with respect.
12. Privacy and confidentiality of personal information and health care related records.

13. Be informed of what the home health agency charges for services, to what extent payment may be expected from health insurance, public programs, or other sources, and what charges the patient may be responsible for paying.
14. A fully itemized billing statement upon request, including the date of each service and the charge. Agencies providing services through a managed care plan are not required to provide itemized billing statements.
15. Be informed about advanced directives and Physician Order for Life Sustaining Treatment (POLST) and the agency's scope of responsibility.
16. Be informed of the agency's policies and procedures regarding the circumstances that may cause the agency to discharge a patient.
17. Be informed of the agency's policies and procedures for providing back-up care when services cannot be provided as scheduled.
18. A description of the agency's process for patients and family to submit complaints to the home health agency about the services and care they are receiving and to have those complaints addressed without retaliation.
19. Be informed of the department's complaint hotline number, 1-800-633-6828, to report complaints about the licensed agency or credentialed health care professionals.
20. Be informed of the DSHS end harm hotline number, 1-866-END-HARM, to report suspected abuse of children or vulnerable adults.
21. Be informed that the use of physical or chemical restraints will not be initiated or tolerated by the home health agency.
22. The home health agency must ensure that the patient rights under this section are implemented and updated as appropriate.

**Exhibit 7.**  
**Pro Forma Financials**

**Vue Home Health  
Revenue and Expense Statement**

	Sep - Dec 2024	2025	2026	2027
# of Months	4	12	12	12
<i>Total Gross Revenue</i>				
Medicare	\$ 324,071	\$ 1,255,939	\$ 1,581,332	\$ 1,932,518
Medicaid	\$ 25,252	\$ 97,865	\$ 123,221	\$ 150,586
Commercial/Other	\$ 71,548	\$ 277,285	\$ 349,125	\$ 426,660
<b>Total Gross Revenue</b>	<b>420,871</b>	<b>1,631,089</b>	<b>2,053,678</b>	<b>2,509,764</b>
<i>Deductions from patient service revenue</i>				
Contractual Adjustments	62,541	242,380	305,177	372,951
Bad Debt	5,471	21,204	26,698	32,627
Charity Care	5,471	21,204	26,698	32,627
<b>Total Deductions</b>	<b>73,484</b>	<b>284,788</b>	<b>358,572</b>	<b>438,205</b>
<b>Total Net Revenue</b>	<b>347,387</b>	<b>1,346,301</b>	<b>1,695,106</b>	<b>2,071,559</b>
<i>Operating Expenses</i>				
Salaries	252,435	887,690	1,054,171	1,212,455
Benefits	76,235	268,082	318,360	366,161
Supplies	7,252	28,105	35,387	43,246
Base Rent	2,310	7,074	7,428	7,799
Other Property Expenses	462	1,415	1,486	1,560
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	18,228	70,643	88,945	108,698
Mileage & Travel	9,800	37,980	47,820	58,440
B & O Tax	5,211	20,195	25,427	31,073
Licensing Fees	4,618	0	4,618	0
Other Expenses	2,156	8,356	10,520	12,857
<b>Total Operating Expenses</b>	<b>388,374</b>	<b>1,358,539</b>	<b>1,623,161</b>	<b>1,871,290</b>
<i>Non-Operating Expenses</i>				
Depreciation & Amortization	1,336	4,007	4,007	4,007
Interest Expense	0	0	0	0
<b>Total Non-Operating Expenses</b>	<b>1,336</b>	<b>4,007</b>	<b>4,007</b>	<b>4,007</b>
<b>Total Expenses</b>	<b>389,710</b>	<b>1,362,546</b>	<b>1,627,168</b>	<b>1,875,297</b>
<b>Net income</b>	<b>(42,323)</b>	<b>(16,245)</b>	<b>67,938</b>	<b>196,263</b>

**Vue Home Health**  
**Contractual Allowances and Deductions**

	<b>Sep - Dec 2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>
<b># of Months</b>	4	12	12	12
<i>Gross Revenues</i>				
Medicare	\$ 324,071	\$ 1,255,939	\$ 1,581,332	\$ 1,932,518
Medicaid	25,252	97,865	123,221	150,586
Commercial/Other	71,548	277,285	349,125	426,660
<b>Total Gross Revenue</b>	<b>420,871</b>	<b>1,631,089</b>	<b>2,053,678</b>	<b>2,509,764</b>
<i>Contractual Allowances</i>				
Medicare	\$ 22,685	\$ 87,916	\$ 110,693	\$ 135,276
Medicaid	13,384	51,869	65,307	79,811
Commercial/Other	26,473	102,596	129,176	157,864
<b>Total Contractual Allowances</b>	<b>62,541</b>	<b>242,380</b>	<b>305,177</b>	<b>372,951</b>
<i>Total Deductions</i>				
Contractual Adjustments	\$ 62,541	\$ 242,380	\$ 305,177	\$ 372,951
Bad Debt	5,471	21,204	26,698	32,627
Charity Care	5,471	21,204	26,698	32,627
<b>Total Deductions</b>	<b>73,484</b>	<b>284,788</b>	<b>358,572</b>	<b>438,205</b>

**Vue Home Health  
Staffing Worksheet**

	Sep - Dec 2024	2025	2026	2027
# of Months	4	12	12	12

			2024	2025	2026	2027
			<b>Visits</b>			
	Skilled Nursing		784	3,038	3,826	4,675
	Physical Therapy		686	2,659	3,347	4,091
	Occupational Therapy		235	912	1,148	1,403
	Speech Pathology		39	152	191	234
	Medical Social Services		20	76	96	117
	Home Health Aide		196	760	956	1,169
	<b>Total Visits</b>		<b>1,960</b>	<b>7,596</b>	<b>9,564</b>	<b>11,688</b>

		FTEs Per 1,000 Visits	2024	2025	2026	2027
			<b>Clinical FTEs</b>			
	Skilled Nursing	1.01	0.79	3.07	3.86	4.72
	Physical Therapy	0.86	0.59	2.29	2.88	3.52
	Occupational Therapy	0.82	0.19	0.75	0.94	1.15
	Speech Pathology	0.84	0.03	0.13	0.16	0.20
	Medical Social Services	0.86	0.02	0.07	0.08	0.10
	Home Health Aide	0.77	0.15	0.58	0.74	0.90
	Respiratory Therapy	Assumed equal to Speech	0.03	0.13	0.16	0.20
	<b>Total Clinical FTEs</b>		<b>1.80</b>	<b>7.02</b>	<b>8.82</b>	<b>10.79</b>

			2024	2025	2026	2027
			<b>Management and Non-Clinical FTEs</b>			
	Manager / Administrator		1.00	1.00	1.00	1.00
	Clinical Director		1.00	1.00	1.00	1.00
	Business/Clerical		2.50	2.50	3.00	3.00
	<b>Total Non-Clinical FTEs</b>		<b>4.50</b>	<b>4.50</b>	<b>5.00</b>	<b>5.00</b>
<b>Total FTEs</b>	<b>Total FTEs</b>		<b>6.30</b>	<b>11.52</b>	<b>13.82</b>	<b>15.79</b>

		Salaries Per FTE	2024	2025	2026	2027
			<b>Salaries</b>			
	Skilled Nursing	84,406	66,681	259,128	325,809	398,398
	Physical Therapy	84,344	49,763	193,148	242,911	296,891
	Occupational Therapy	83,637	15,891	62,728	78,619	96,182
	Speech Pathology	94,869	2,846	12,333	15,179	18,974
	Medical Social Services	66,061	1,321	4,624	5,285	6,606
	Home Health Aide	36,816	5,522	21,353	27,244	33,134
	Respiratory Therapy	78,603	2,358	10,218	12,577	15,721
	Manager / Administrator	106,101	35,367	106,101	106,101	106,101
	Clinical Director	106,101	35,367	106,101	106,101	106,101
	Administrative and Clerical	44,782	37,319	111,956	134,347	134,347
	<b>Total Salaries</b>		<b>252,435</b>	<b>887,690</b>	<b>1,054,171</b>	<b>1,212,455</b>

## Vue Home Health Financial Model Assumptions

Unless otherwise noted, the assumptions are based on average of public documents for other home projects similar to Vue's proposed project ("Washington Benchmarks"). These included the approvals of Unity Home Health (CN#22-38), Amicable Healthcare, Inc (CN #19-52), and Wellspring Home Health (CN #21-35) in King County, Providence Home Health (CN #20-24) in Clark County, and Eden Home Health (CN #19-67) in Spokane County.

<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	1.30% based on CY2021 Benton County hospital average.**
<i>Operating Expenses</i>	Calculation Method	Estimate
Salaries*	Hourly wage multiplied by 2,080 hours per year per FTE	Salaries based on BLS' May 2022 Kenniwick-Richland MSA Median wages by occupation
Benefits	% of Salaries	30.2%
Supplies	Per Visit	\$3.7
Base Rent*	Lease Sections 8, 13, and 15.	\$550/month until Aug 1, 2024; 5% annual increase every August.
Other Property Expenses*	% of Base Rent	20% of base rent throughout forecast period.
Information Technology	Annual Amount Adj by # Months	\$22,700
Equipment	Annual Amount Adj by # Months	\$5,600
Maintenance	Annual Amount Adj by # Months	\$700
Purchased Services	Per Visit	\$9.3
Mileage & Travel	Per Visit	\$5.0
B & O Tax	% of Net Revenue	1.50%
Licensing Fee*	WAC 246-335-990	24-month renewal fee in CY2024 based on FTEs in that time period.
Other Expenses	Per Visit	\$1.1
<i>Non-Operating Expenses</i>	Calculation Method	Estimate
Depreciation & Amortization*	See Depreciation Worksheet	See Depreciation Worksheet
Interest Expense*	Not Applicable	Not Applicable

\*Not based on Washington Benchmarks

\*\*Charity care percentage based on average of Kadlec Regional Medical Center, Trios Health, Prosser Memorial Hospital, and Lourdes Counseling Center's respective CY2021 charity care percentage estimates (% of gross revenue) presented in the DOH 2021 Charity Care Report.

**Vue Home Health  
Startup Expenses**

<b>Pre-Operating Expenses</b>	<b>Amount</b>
Base Rent	7,177.50
Other Property Expenses	1,435.50
Information Technology	4,391.67
Supplies	1,813.00
Recruitment and Training	3,000.00
<b>Total Pre-Operating Expenses</b>	<b>\$17,818</b>

Assumptions: Base Rent assumed to be \$550/month from Aug 2023 - Jul 2024 and increasing 5% in Aug 2024; Other Property Expenses assumed to be 20% of base rent; IT expenses equal to 1 month of IT costs plus one-time startup of \$2,500; Supplies equal to the equivalent of 1 month of 2024 supply costs; Recruitment and training includes advertising costs and training materials.



**Vue Home Health  
Depreciation Worksheet**

	<b>Capital Expenditures</b>	<b>Useful Life (Years)</b>	<b>Monthly Depreciation</b>
Tenant Improvements	\$0	7	\$0
Equipment	\$20,033	5	\$334

	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>
# of Months	4	12	12	12
Depreciation (TI)	\$0	\$0	\$0	\$0
Depreciation (Equipment)	\$1,336	\$4,007	\$4,007	\$4,007
<b>Total Depreciation</b>	<b>\$1,336</b>	<b>\$4,007</b>	<b>\$4,007</b>	<b>\$4,007</b>

**Vue Home Health  
Cash Flow Statement**

	Pre-Operational	-----Forecast-----			
		Year 0	Year 1	Year 2	Year 3
		Sep - Dec 2024	2025	2026	2027
Months		4	12	12	12
<b>OPERATING ACTIVITIES</b>					
Startup Expenses	\$ (17,818)				
Net income		\$ (42,323)	\$ (16,245)	\$ 67,938	\$ 196,263
Depreciation		\$ 1,336	\$ 4,007	\$ 4,007	\$ 4,007
Accounts Receivable		\$ (171,314)	\$ (221,310)	\$ (278,647)	\$ (340,530)
A/R From Prior Year			\$ 171,314	\$ 221,310	\$ 278,647
Accounts Payable		\$ 191,527	\$ 223,321	\$ 266,821	\$ 307,609
A/P From Prior Year			\$ (191,527)	\$ (223,321)	\$ (266,821)
<b>Cash Flow from Operating Activities</b>	<b>\$ (17,818)</b>	<b>\$ (20,774)</b>	<b>\$ (30,439)</b>	<b>\$ 58,106</b>	<b>\$ 179,175</b>
<b>INVESTING ACTIVITIES</b>					
Purchase of PP&E	\$ (20,033)				
<b>Cash Flow from Investing Activities</b>	<b>\$ (20,033)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>FINANCING ACTIVITIES</b>					
Equity Contributed (Project Capital)	\$ 20,033				
Equity Contributed (Startup and Initial Operations)	\$ 129,967				
Line of Credit (draws)		\$ -	\$ -	\$ -	\$ -
Line of Credit (non-interest repayments)		\$ -	\$ -	\$ -	\$ -
<b>Cash Flow from Financing Activities</b>	<b>\$ 150,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Annual Increase (Decrease)</b>	<b>\$ 112,149</b>	<b>\$ (20,774)</b>	<b>\$ (30,439)</b>	<b>\$ 58,106</b>	<b>\$ 179,175</b>
<b>Ending Balance</b>	<b>\$ 112,149</b>	<b>\$ 91,374</b>	<b>\$ 60,935</b>	<b>\$ 119,041</b>	<b>\$ 298,216</b>

+ Assumes \$150,000 in equity contributed for project capital, startup, and initial operations.

+ Assumes 60 days on hand for net revenue and operating expenses

## Vue Home Health Balance Sheet

	-----Forecast-----			
	<u>Year 0</u> 2024	<u>Year 1</u> 2025	<u>Year 2</u> 2026	<u>Year 3</u> 2027
<b>ASSETS</b>				
Cash and Equivalents	\$ 91,374	\$ 60,935	\$ 119,041	\$ 298,216
Accounts Receivable	\$ 171,314	\$ 221,310	\$ 278,647	\$ 340,530
Other Current Assets	\$ -	\$ -	\$ -	\$ -
<b>Current Assets</b>	<b>\$ 262,688</b>	<b>\$ 282,245</b>	<b>\$ 397,689</b>	<b>\$ 638,746</b>
Property, Plant, & Equip	\$ 20,033	\$ 20,033	\$ 20,033	\$ 20,033
Accumulated Depreciation & Amortization	\$ 1,336	\$ 5,342	\$ 9,349	\$ 13,356
<b>Net PP&amp;E</b>	<b>\$ 18,698</b>	<b>\$ 14,691</b>	<b>\$ 10,684</b>	<b>\$ 6,678</b>
Other Assets	\$ -	\$ -	\$ -	\$ -
<b>Total Assets</b>	<b>\$ 281,386</b>	<b>\$ 296,936</b>	<b>\$ 408,373</b>	<b>\$ 645,424</b>
<b>LIABILITIES AND OWNER EQUITY</b>				
<i>Accounts Payable</i>	\$ 191,527	\$ 223,321	\$ 266,821	\$ 307,609
<i>Line of Credit Balance</i>	\$ -	\$ -	\$ -	\$ -
<b>Subtotal, Current Liabilities</b>	<b>\$ 191,527</b>	<b>\$ 223,321</b>	<b>\$ 266,821</b>	<b>\$ 307,609</b>
Long Term Liabilities	\$ -	\$ -	\$ -	\$ -
<b>Total Liabilities</b>	<b>\$ 191,527</b>	<b>\$ 223,321</b>	<b>\$ 266,821</b>	<b>\$ 307,609</b>
<i>Contributed Capital</i>	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
<i>Retained Earnings</i>	\$ (60,141)	\$ (76,386)	\$ (8,448)	\$ 187,815
<b>Subtotal, Owner Equity</b>	<b>\$ 89,859</b>	<b>\$ 73,614</b>	<b>\$ 141,552</b>	<b>\$ 337,815</b>
<b>Total Liabilities and Owner Equity</b>	<b>\$ 281,386</b>	<b>\$ 296,936</b>	<b>\$ 408,373</b>	<b>\$ 645,424</b>

**Exhibit 8.**  
**Medical Director Job Description**



<b>Job Title:</b> <b>Medical Director</b>
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<b>Date:</b> <b>July 2023</b>
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**General Description:**

The role of the medical director is to provide medical leadership and guidance to Vue Home Health. The medical director is also responsible for collaborating with staff, health care professionals, and community partners to improve Vue Home Health’s services and policies and ensuring compliance with all regulations and standards.

**Responsibilities:**

- Review and complete documentation for patient eligibility, plan of care, and quality assurance.
- Provide medical consultation and direction to the staff, patients, and caregivers as needed.
- Provide leadership and support with utilization review, outcomes monitoring, and performance measurement.
- Serve as a liaison between the agency and physicians and other health care professionals in patient care or policy matters.
- Develop and implement policies and procedures that reflect current standards of practice and evidence-based guidelines.
- Participate in professional advisory committee, quality improvement committee, and interdisciplinary group meetings.
- Provide orientation and education to the staff, patients, and caregivers on relevant topics.

**Knowledge, Skills, and Abilities:**

- Knowledge of the principles and practices of home health care, including assessment, diagnosis, treatment, and evaluation.
- Knowledge of the current trends and developments in home health care, including evidence-based guidelines, best practices, and quality improvement.
- Knowledge of the federal, state, and local regulations and standards governing home health care, including Medicare, Medicaid, and accreditation requirements.
- Skill in applying clinical judgment and decision-making to complex and diverse patient situations.
- Skill in communicating effectively and respectfully with patients, caregivers, staff, physicians, and community partners.

- Skill in developing and implementing policies and procedures that reflect the mission and vision of the agency.
- Skill in managing time, resources, and priorities to meet the needs and expectations of the agency and the patients.
- Ability to provide medical leadership and guidance to the agency and the staff.
- Ability to collaborate with physicians and other health care professionals in patient care or policy matters.
- Ability to work independently and collaboratively with a multidisciplinary team.
- Ability to demonstrate professionalism, integrity, and ethical conduct.

**Requirements:**

- MD, DO, or ARNP degree from an accredited program.
- Current license to practice medicine or nursing in the state.

**PHYSICAL & ENVIRONMENTAL FACTORS:**

- Ability to travel to and from the agency office, patient homes, and other locations as needed.
- Ability to use a computer, phone, fax, and other office equipment.
- Ability to read, write, and interpret medical documents and reports.
- Ability to work in a variety of settings, including home, office, and community.
- Ability to work flexible hours, including evenings, weekends, and holidays as required.
- Ability to lift, carry, push, and pull up to 25 pounds.

**Exhibit 9.**  
**Lease Agreement**

# COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 3rd day of July, 2023

BETWEEN:

**HomeSmart Elite Brokers of 636 N Colorado St, Kennewick, WA 99336, USA**

Telephone: (509) 947-8076

(the "Landlord")

OF THE FIRST PART

- AND -

**Vue Home Health LLC of 2300 W. 21st Ave, Kennewick, WA 99337, USA**

Telephone: (425) 770-0425

(the "Tenant")

OF THE SECOND PART

**IN CONSIDERATION OF** the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

## Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:
  - a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
  - b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 636 N. Colorado St. Office Space #24, Kennewick, WA 99336, USA, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;



- c. "Common Areas and Facilities" mean:
- i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and
  - ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;
- d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;
- e. "Premises" means the office space at 636 N. Colorado St. Office Space #24, Kennewick, WA 99336, USA.
- f. "Rent" means the total of Base Rent and Additional Rent.

## Intent of Lease

2. It is the intent of this Lease and agreed to by the Parties to this Lease that rent for this Lease will be on a gross rent basis meaning the Tenant will pay the Base Rent and any Additional Rent and the Landlord will be responsible for all other service charges related to the Premises and the operation of the Building save as specifically provided in this Lease to the contrary.

## Leased Premises

3. The Landlord agrees to rent to the Tenant the office space municipally described as 636 N. Colorado

St. Office Space #24, Kennewick, WA 99336, USA (the "Premises").

4. The Premises will be used for only the following permitted use: Home Health Administration Office (the "Permitted Use").
5. While the Tenant, or an assignee or subtenant approved by the Landlord, is using and occupying the Premises for the Permitted Use and is not in default under the Lease, the Landlord agrees not to Lease space in the Building to any tenant who will be conducting in such premises as its principal business, the services of: Home Health Administration Office.
6. Subject to the provisions of this Lease, the Tenant is entitled to the non-exclusive use of the following parking on or about the Premises: up to 3 spaces (the "Parking"). Only properly insured motor vehicles may be parked in the Tenant's Parking.
7. The Premises are provided to the Tenant without any fixtures, chattels or leasehold improvements.

## Term

8. The term of the Lease commences at 12:00 noon on August 1, 2023 and ends at 12:00 noon on July 31, 2024 (the "Term").
9. Notwithstanding that the Term commences on August 1, 2023, the Tenant is entitled to possession of the Premises at 12:00 noon on July 14, 2023.
10. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other party.
11. Upon 30 days' notice, the Landlord may terminate the tenancy under this Lease if the Tenant has defaulted in the payment of any portion of the Rent when due.
12. Upon 60 days' notice, the Landlord may terminate the tenancy under this Lease if the Tenant fails to observe, perform and keep each and every of the covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and the Tenant persists in such default beyond the said 60 days' notice.

## Rent

13. Subject to the provisions of this Lease, the Tenant will pay a base rent of \$550.00, payable per month, for the Premises (the "Base Rent"), without setoff, abatement or deduction. In addition to the Base Rent, the Tenant will pay for any fees or taxes arising from the Tenant's business.

14. The Tenant will pay the Base Rent on or before the first of each and every month of the Term to the Landlord.
15. The Base Rent for the Premises will increase over the Term of the Lease as follows: 5.00% increase per year.
16. The Tenant will be charged an additional amount of \$50.00 for any late payment of Rent.
17. The Tenant will be given a grace period of 5 days to pay Rent before late payment fees are charged.
18. No acceptance by the Landlord of any amount less than the full amount owed will be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.

## Use and Occupation

19. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the Term and throughout the Term, and will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.
20. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, state, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.
21. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with any statute, including any subordinate legislation, which is in force now or in the future and taking into account any amendment or re-enactment, or any government department, local authority, other public or competent authority or court of competent jurisdiction and of the insurers in relation to the use, occupation and enjoyment of the Building (including in relation to health and safety compliance with the proper practice recommended by all appropriate authorities).

## Quiet Enjoyment

22. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

## Distress

23. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as Rent, or any part of the Rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

## Overholding

24. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the Term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to twice the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

## Additional Rights on Reentry

25. If the Landlord reenters the Premises or terminates this Lease, then:
- a. notwithstanding any such termination or the Term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;
  - b. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;
  - c. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant, and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;
  - d. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use

such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;

- e. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the Term remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;
- f. after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;
- g. after reentry, the Landlord may terminate the Lease on giving 5 days' written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;
- h. the Tenant will pay to the Landlord on demand:
  - i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;
  - ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and
  - iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the Term had it not been terminated, at the option of the Landlord, either:
    - i. an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the Term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or

- ii. an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

## Renewal of Lease

26. Upon giving written notice no later than 120 days before the expiration of the term of this Lease, the Tenant may renew this Lease for an additional term. Tenant Will have five (5) 1 year options to renew. All terms of the renewed lease will be the same except for any signing incentives/inducements and this renewal clause.

## Utilities and Other Costs

27. The Landlord is responsible for the payment of the following utilities and other charges in relation to the Premises: electricity, natural gas, water, sewer and internet.

## Insurance

28. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's policy of insurance.
29. The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Premises for either damage and loss, and the Tenant assumes no liability for any such loss.
30. The Tenant is not responsible for insuring the Premises for either damage and loss to the structure, mechanical or improvements to the Building on the Premises, and the Tenant assumes no liability for any such loss.
31. The Tenant is not responsible for insuring the Premises for liability insurance, and the Tenant assumes no liability for any such loss.

## Abandonment

32. If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired Term, and may receive and

collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired Term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

## Attorney Fees

33. In the event that any action is filed in relation to this Lease, the unsuccessful party in the action will pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

## Governing Law

34. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Washington, without regard to the jurisdiction in which any action or special proceeding may be instituted.

## Severability

35. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Washington (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

## Assignment and Subletting

36. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

## Bulk Sale

37. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

## Additional Provisions

38. Animals: Service animals are allowed. If a mess or damages occur tenant is responsible for clean up and or repair. No other pets shall be allowed.
39. Smoking: Smoking is prohibited on the Premises. The Tenant acknowledges that a breach of this term is considered interference with the quiet enjoyment of the Premises by the Landlord and/or other Tenants.
40. Quiet: This is to be a quiet facility. Please no talking in the halls, or lobby area. Keep music, and conversations at a low level etc.
41. Guest/Clients: Tenant is responsible for the conduct of all guest/client on the property and shall insure that guest/clients comply with all rules.
42. Damages: Tenant is responsible for any and all damages caused by either themselves, guest or clients.
43. Office Space: The space being rented is office #24 and the common areas.
44. Landlord and Tenant understand and agree that the establishment of any Home Health Agency providing care to Medicare and Medicaid patients in the State of Washington is subject to Tenant obtaining a Certificate of Need ("CON") from the Washington State Department of Health ("Department"). Tenant agrees to proceed using its commercially reasonable efforts to submit an application for a CON and to prosecute said application to obtain the CON from the Department.

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

## Care and Use of Premises

45. The Tenant will promptly notify the Landlord of any damage, or of any situation that may



significantly interfere with the normal use of the Premises.

46. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.
47. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
48. The Tenant will not engage in any illegal trade or activity on or about the Premises.
49. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

## Surrender of Premises

50. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

## Hazardous Materials

51. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

## Rules and Regulations

52. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

## General Provisions

53. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

- 54. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
- 55. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.
- 56. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
- 57. Time is of the essence in this Lease.
- 58. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

**IN WITNESS WHEREOF** the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 3 day of July, 2023

Greg Gulland  
(Witness)

HomeSmart Elite Brokers (Landlord)

Per: [Signature] (SEAL)

Shanwanf [Signature]  
(Witness)

Vue Home Health LLC (Tenant)

Per: [Signature] (SEAL)

**Exhibit 10A.**  
**Letter of Financial Commitment**



June 26, 2023

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

**RE: Financial Commitment Letter for Vue Home Health, LLC**

Dear Mr. Hernandez:

Vue Home Health, LLC commits to fund the estimated capital expenditures, and other costs of operations associated with the project. Vue Home Health, LLC has sufficient cash reserves to fully fund the intended project.

Sincerely,

Veerpal Kaur, ARNP  
President  
Vue Home Health, LLC

**Exhibit 10B.**  
**Bank Letter**

June 29, 2023

To whom it may concern:

This letter is to confirm that JPMorgan Chase Bank, N.A. has maintained a relationship with Gurvinder Bhathal and Veerpal Kaur since February 2021 and January 2020, respectively. As of the date of this letter, Gurvinder Bhathal and Veerpal Kaur have a total account balance of \$756,433, which comprises Gurvinder Bhathal and Veerpal Kaur solely owned account balances of \$0 and \$0, respectively and a jointly owned account balance of \$756,433.

It has been my pleasure to have Gurvinder Bhathal and Veerpal Kaur as my clients.

Please do not hesitate to contact me at (206) 500-6254.

Sincerely,

Cynthia Hwang  
Executive Director  
J.P. Morgan Private Bank

THIS LETTER AND ANY INFORMATION PROVIDED IN CONNECTION HERewith ARE FURNISHED ON THE CONDITION THAT THEY ARE STRICTLY CONFIDENTIAL, THAT NO LIABILITY OR RESPONSIBILITY WHATSOEVER IN CONNECTION HERewith SHALL ATTACH TO JPMORGAN CHASE & CO., ITS SUBSIDIARIES OR AFFILIATES, OR ANY OF ITS OFFICERS, EMPLOYEES, OR AGENTS, THAT THIS LETTER MAKES NO REPRESENTATIONS REGARDING THE GENERAL CONDITION OF THE SUBJECT, ITS MANAGEMENT OR THE SUBJECT'S FUTURE ABILITY TO MEET ANY OBLIGATIONS, AND THAT ANY INFORMATION PROVIDED IS SUBJECT TO CHANGE WITHOUT NOTICE. VALUATIONS OF CERTAIN ASSETS HELD IN THE ACCOUNT(S) MAY NOT NECESSARILY REFLECT THEIR MARKET PRICE ON TODAY'S DATE, AS CERTAIN ASSET VALUES ARE NOT DETERMINED ON A DAILY BASIS. IF AN ASSET IS NOT PRICED DAILY (E.G., IT IS PRICED WEEKLY OR MONTHLY), THE ACCOUNT(S) WILL REFLECT THE ASSET'S VALUE AS OF THE LAST PRICING. THE INFORMATION PRESENTED IS OBTAINED FROM SOURCES BELIEVED TO BE RELIABLE, WITHOUT EXPRESS OR IMPLIED WARRANTIES AS TO COMPLETENESS OR ACCURACY. WE EXPRESSLY DISCLAIM ANY LIABILITY FOR ERRORS AND OMISSIONS REGARDING THIS INFORMATION.

Bank products and services, which may include bank-managed investment accounts and custody as part of its trust and fiduciary services, are offered through JPMorgan Chase Bank, N.A. and its affiliates.

Brokerage investment products and services are offered through J.P. Morgan Securities LLC, member FINRA and SIPC.



JPMorgan Chase Bank, N.A. Member FDIC

**INVESTMENT PRODUCTS: • NOT FDIC INSURED • NO BANK GUARANTEE • MAY LOSE VALUE**

1218-131-CR-MR

**Exhibit 11.**  
**List of Acute and Post-Acute Care Providers**

## Benton County Acute Care Provider

Name	Type	Address	City	ZipCode
Kadlec Regional Medical Center	Hospital	888 Swift Boulevard	Richland	99352
Lourdes Counseling Center	Hospital	1175 Carondelet Drive	Richland	99354
Prosser Memorial Health	Hospital	723 MEMORIAL ST	Prosser	99350
Trios Southridge Hospital	Hospital	3810 Plaza Way	Kennewick	99338

## Benton County Post-Acute Care Providers

*Includes Assisted Living Facilities (ALF) and Nursing Homes (NH)*

Name	Type	Address	City	ZipCode
Amber Hills Assisted Living	ALF	125 N Wamba Rd	Prosser	99350
BONAVENTURE OF THE TRI-CITIES	ALF	1800 BELLERIVE DRIVE	RICHLAND	99352
Brookdale Canyon Lakes	ALF	2802 W 35TH AVE	KENNEWICK	99337
Brookdale Meadow Springs	ALF	770 Gage Blvd	Richland	99352
Brookdale Richland	ALF	1629 George Washington Way	Richland	99354
Brookdale Torbett	ALF	221 Torbett St	Richland	99354
Callaway Gardens Alzheimers Special Care Center	ALF	5505 W Skagit Ct	Kennewick	99336
Columbia Crossing of Grandridge	ALF	7255 W Grandridge Blvd	Kennewick	99336
Columbia Crossing of Grandridge Memory Care	ALF	575 N Young St	Kennewick	99336
Creekstone Care Homes LLC	ALF	3321 W 10th Ave	Kennewick	99336
GUARDIAN ANGEL HOMES (THE COTTAGE)	ALF	245 Van Giesen St	Richland	99354
HAWTHORNE COURT	ALF	524 N Ely St	Kennewick	99336
Parkview Estates	ALF	7820 W 6th Ave	Kennewick	99336
Prestige Assisted Living at Richland	ALF	1745 Pike Ave	Richland	99354
ROSETTA ASSISTED LIVING, FISHER	ALF	520 N FISHER STREET	KENNEWICK	99336
ROSETTA ASSISTED LIVING, HOXIE	ALF	1939 Hoxie Ave	Richland	99354
ROSETTA ASSISTED LIVING, OLYMPIA	ALF	1208 W 11TH PL	KENNEWICK	99337
Royal Columbian Senior Living	ALF	5615 W Umatilla Ave	Kennewick	99336
Ruan's Garden	ALF	3502 W 4th Ave	Kennewick	99336
SUN TERRACE PROSSER	ALF	2131 WINE COUNTRY ROAD	PROSSER	99350
Three Rivers Place Senior Living	ALF	1108 W 5th Ave	Kennewick	99336
Windsong at Southridge	ALF	4000 W 24th Avenue	Kennewick	99338
LIFE CARE CENTER OF KENNEWICK	NH	1508 W 7TH AVE	KENNEWICK	99336
LIFE CARE CENTER OF RICHLAND	NH	44 GOETHALS DR	RICHLAND	99352
Regency Canyon Lakes Rehabilitation and Nursing Center	NH	2702 S Ely St	Kennewick	99337
RICHLAND REHABILITATION CENTER	NH	1745 PIKE AVE	RICHLAND	99354