

## Certificate of Need Application Hospice Agency

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

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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>  Manuela Paul, RN, BSN, Executive Director  Signature:  _____	<b>Date:</b> December 29, 2023  <b>Telephone Number:</b> 425.644.7321
<b>Legal Name of Applicant:</b> Family Hospice Services, LLC  <b>Address of Applicant:</b> Family Hospice Services, LLC 25633 SE 30 <sup>th</sup> Street Sammamish, WA, 98075	<b>Provide a brief project description:</b> <input checked="" type="checkbox"/> New Agency <input type="checkbox"/> Expansion of Existing Agency <input type="checkbox"/> Other: _____ Family Hospice Services, LLC requests certificate of need approval to establish and operate a Medicare certified and Medicaid eligible hospice agency in King County Washington.  <b>Estimated capital expenditure:</b> \$ 46,947
<p>Identify the county proposed to be served for this project. Note: Each hospice application must be submitted for one county only. If an applicant intends to obtain a Certificate of Need to serve more than one county, then an application must be submitted for each county separately.</p> <p>_____ King County Washington</p>	

Family Hospice Services, LLC

Certificate of Need Application

Proposal for a Medicare Certified and Medicaid Eligible  
Hospice Agency in King County

December 29, 2023

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1	Letter of Intent
2	DOH 2023-2024 Hospice Need Methodology
3	Financial Assistance Policy
4	Admission Policy
5	Client Bill of Rights and Responsibilities Policy
6	Non-Discrimination Policy
7	Medical Director Agreement
8	Site Control Documents
9	Letter of Financial Commitment and Bank Statement of Account
10	Pro Forma Financial Statements
11	King County Acute and Post-Acute Care Providers

## **I. Introduction and Rationale**

Family Hospice Services, LLC (“Family Hospice”) requests approval to operate a Medicare certified and Medicaid eligible hospice agency to serve King County residents in need of hospice services. Family Hospice is owned and operated by Manuela Paul, RN, BSN, who has provided nursing and caregiving services for over 20 years through Adult Family Homes (“AFH”) and Assisted Living Facilities (“ALF”).

### **Adult Family Homes in Washington State**

Adult Family Homes are a community-based residential setting with 24-hour care and services. There are nearly 3,000 adult family homes across Washington State, about 1,200 of which are in King County. Each home is independently licensed and operated and can provide care for up to six residents.<sup>1</sup> All adult family homes provide essential services including assistance with activities of daily living, meals, laundry and more. The level of care each home provides will vary. Some adult family homes are operated by nurses or hire nurses or other appropriate licensed staff to support a resident’s need. Others may specialize in the care of residents with dementia or Alzheimer’s disease. All adult family homes are required to have a current assessment of the client and a plan of care reflecting the needs of the residents and their preferences in how they would like to receive those services.

The diversity of adult family homes across our state is reflected by the large range of services and residents they serve. These facilities are regulated by the state and visited at least every 15 months to ensure compliance with appropriate care standards.

Manuela Paul was raised and educated in the adult family home community from when she was little. In 1987 her mom, an immigrant, opened one of the first Adult Family Homes in Washington, located in Bellevue. Adult Family Homes were initially only able to provide custodial care but have evolved to provide all levels of care, including hospice. With the development and implementation of The Nurse Delegation Program in Washington State in 1996, nursing assistants working in certain settings could administer prescription medication, test blood glucose levels, or other basic services previously limited to only licensed nurses. A registered nurse must teach and supervise the nursing assistant, as well as provide nursing assessments of the patient's condition. This meant that options for long term care to seniors needing medication broadened beyond nursing homes. Ms. Paul opened her first AFH in Bellevue WA in 1999 which she solely owned and operated.

In 2003, Ms. Paul became a board member of the Eastside Chamber of the Washington State Residential Care Council of Adult Family Homes. Through this position, Ms. Paul educated owners of Adult Family Homes on legislative and other issues. Throughout the years her educational partnerships with immigrant owners and caregivers have given her a clear understanding of their needs.

In 2015, Ms. Paul opened Family to Family Senior Care Assisted Living in Sammamish, WA where she kept the same concept of care as an Adult Family Home, with individualized care plans in a home like setting and higher level of care needs than a traditional Assisted Living Facility.

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<sup>1</sup> <https://www.dshs.wa.gov/sites/default/files/publications/documents/22-707.pdf>, Last Accessed December 26, 2023

Adult Family Homes were slow to be recognized but are currently an important part of the long-term care continuum. Adult Family Homes were developed to provide our nation's elderly with an alternative choice that allows each resident to maintain and/or enhance their quality of life while receiving personal care services.

### **Underserved Hospice Needs in King County**

As we evidence below, there exist underserved communities in King County. This has resulted in gaps in hospice care, which Ms. Paul has encountered first-hand as a caregiver, educator, and provider of geriatric care. The need for specialized hospice services tailored to the diverse backgrounds and needs of marginalized minority communities is not only evident but essential in providing comprehensive care support, including hospice, to our community. Culturally sensitive healthcare improves quality and health outcomes, particularly at the end of life when the impact extends beyond the patient and often involves generations of family and the community at large. Different cultures have distinct beliefs and practices surrounding illness, death, and dying, and cultural backgrounds influence attitudes toward end-of-life decisions, advance care planning, and the acceptance of hospice services. Culturally competent care acknowledges and respects these variations, providing a supportive environment that aligns with the individual's cultural values and preferences. Family Hospice seeks to establish itself as a hospice agency attuned to the cultural context to help build trust within immigrant and other marginalized communities. Trust is fundamental in encouraging timely access to hospice services and fostering open communication about end-of-life preferences and the patient's cultural and spiritual values.

Effective communication is vital in hospice care, and language often plays a significant role. A hospice agency which prioritizes multilingual and multicultural staff and interpreters ensures clear communication, fostering trust and understanding between patients, families, and healthcare providers.

As an immigrant and healthcare professional deeply embedded in the fabric of this community, Ms. Paul is dedicated to ensuring that patients and their families receive compassionate, culturally competent, and dignified end-of-life care. Her extensive nursing background positions her as an experienced and compassionate leader capable of navigating the complexities of hospice care.

Family Hospice is not the first agency in King County to seek to increase hospice access for underserved communities. In 2022, Heart and Soul Hospice (CN22-22) identified Black and Indigenous People of Color (BIPOC) as an underserved population in King County and was approved to provide hospice services which would provide outreach and increase hospice use in these communities. However, the size and diversity of these underserved communities in King County exceed the capacity of any one agency, and Family Hospice will complement the provision of services of the existing agencies in King County.

### **Underserved Communities and Adult Family Homes**

BIPOC, Asian/Pacific Islander, Hispanic, and other minority communities use hospice service at rates lower than White persons in King County, and many of these individuals receive care within Adult Family Homes and other assisted living environments. Within King County, about 40% of all AFHs are in South King County, where immigrant and minority populations are also

concentrated. Many of these AFHs are owned and operated by immigrants.<sup>2</sup> This, combined with the common presence of language barriers between hospice and AFHs caregivers, results in too few hospice agencies serving AFH residents in need of hospice care. Through working with Adult Family Homes and other assisted living facilities, with a focus on these underserved groups, Family Hospice can impact the low use rates of hospice services among underserved populations in King County.

With the need to give patients and caregivers more personalized care and attention, Family Hospice Services will focus on patient and caregiver centered care with an emphasis on compassion, comfort, and efficiency. Family Hospice understands the need for a cultural navigator, which will build trust. Although hospice care has identical goals, each patient is unique. Everyone comes from different starting points with different backgrounds, beliefs, and heritage. Having a wider understanding and recognizing that everyone is different, and every interaction is unique and the community has unique sets of needs is important and there are particular elements that must be considered to achieve this by gaining their respect and trust. Providing care for the marginalized and underserved is necessary to providing care for all individuals.

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<sup>2</sup> Public Health – Seattle and King County. COVID Response for Adult Family Homes in King County: Lessons Learned and Recommendations. <https://kingcounty.gov/~media/depts/health/communicable-diseases/documents/C19/adult-family-home-covid-response-summary.ashx?la=en>, Last Accessed December 13, 2023

## **II. 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).**

Family Hospice Services, LLC  
25633 SE 30th Street  
Sammamish, WA, 98075

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

Family Hospice Services is a limited liability company (LLC). Its Unique Business Identifier (UBI) registered with the Washington Secretary of State’s office is 605 372 418.

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

Manuela Paul RN, BSN, Executive Director  
Family Hospice Services, LLC  
25633 SE 30th Street  
Sammamish, WA, 98075  
425.644.7321  
[manuela\\_paul@yahoo.com](mailto:manuela_paul@yahoo.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>  
Seattle 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).**

Family Hospice Services, LLC is 100% owned by Ms. Paul.



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

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

Besides Family Hospice Services, LLC, Ms. Paul owns the Assisted Living Facility Family to Family Senior Care Inc.

Family to Family Senior Care, Inc.

Washington State DSHS Aging and Long-Term Support Administration License#: 2347

25633 SE 30th St

Sammamish, WA 98075

(425) 644-7321

### III. 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 hospice agency, explain if/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.

Family Hospice Services, LLC  
 1404 140th PL NE  
 Bellevue, WA, 98075

4. Provide a detailed description of the proposed project.

Family Hospice Services, LLC seeks Certificate of Need approval to operate a Medicare certified and Medicaid eligible hospice agency to serve residents of King County in Washington State.

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

We confirm this agency will be available and accessible to all residents of King County.

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

Event	Anticipated Month/Year
CN Approval	August 2024
Design Complete (if applicable)	August 2024
Construction Commenced (if applicable)	N/A
Construction Completed (if applicable)	N/A
Agency Prepared for Survey	December 2024
Agency Providing Medicare and Medicaid hospice services in the proposed county	April 2025

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

<input checked="" type="checkbox"/> Skilled Nursing	<input checked="" type="checkbox"/> Durable Medical Equipment
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<input checked="" type="checkbox"/> Home Health Aide	<input type="checkbox"/> IV Services
<input checked="" type="checkbox"/> Physical Therapy	<input type="checkbox"/> Nutritional Counseling
<input checked="" type="checkbox"/> Occupational Therapy	<input checked="" type="checkbox"/> Bereavement Counseling
<input checked="" type="checkbox"/> Speech Therapy	<input checked="" type="checkbox"/> Symptom and Pain Management
<input checked="" type="checkbox"/> Respiratory Therapy	<input checked="" type="checkbox"/> Pharmacy Services
<input checked="" type="checkbox"/> Medical Social Services	<input checked="" type="checkbox"/> Respite Care
<input checked="" type="checkbox"/> Palliative Care	<input checked="" type="checkbox"/> Spiritual Counseling
<input type="checkbox"/> Other (See Below)	

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

This question is not applicable.

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

This question is not applicable.

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

The proposed agency will serve all patient age groups in need of Hospice services in King County, with an emphasis on underserved populations. Family Hospice Services will provide comprehensive hospice services to all qualifying patients, regardless of payer coverage, or ability to pay.

However, since hospice patients tend to be older and fall within selected diagnoses, we expect most patients to fit these descriptions. We present hospice use rates by age in Table 1.

	Percentage of patients	Hospice Patients (2015-16)	US Population (2015-16)	Use Rate
Less than 65 years	5.50%	78,430	272,984,393	0.03%
65 to 74 years	17.50%	249,550	27,485,188	0.91%
75 to 84 years	29.30%	417,818	13,903,702	3.01%
More than 85 years	47.80%	681,628	6,261,880	10.89%

Source: National Center for Health Statistics (NCHS). (2019). Long-term Care Providers and Services Users in the United States, 2015-2016, Table VIII, p. 76. [https://www.cdc.gov/nchs/data/series/sr\\_03/sr03\\_43-508.pdf](https://www.cdc.gov/nchs/data/series/sr_03/sr03_43-508.pdf), last accessed February 11, 2021.

Notes: Hospice patient counts based on the total hospice patients equal to 1,426,000 (NCHS 2019). Use rates defined as the simple ratio between hospice patients and population.

As presented in Table 1, hospice use increases with age, with use rates increasing exponentially as individuals age. Given the age-specific hospice use rates presented in Table 1, we can project the likely age-distribution of hospice patients for the proposed project. We present these estimates in Table 2.

Projected Patients by Age	Hospice Patient Age Structure
Less than 65 years	6.6%
65 to 74 years	19.6%
75 to 84 years	29.3%
More than 85 years	44.6%
Total	100%

Sources: Hospice Patient Age Structure based on use rates from Table 1 and the OFM Medium Series Estimates for 2020 King County Resident population by age.

From Table 2, the number of unserved patients over the age of 85 is expected to constitute about 45% of the proposed agency’s patients.

Given the likely age distribution of hospice patients presented in Table 2, hospice services tailored towards elderly individuals, especially those over the age of 75, will be important to King County resident hospice access. Family Hospice Services will provide targeted services and programs to elderly individuals, especially those in residential, assisted living, and adult family home care settings. We anticipate adding geriatric interventions, including care for dementia, mobility problems, and building improved palliative care programs to fill gaps in delivery.

Hospice care in residential, assisted living, and adult family home care settings requires working with both the patient’s family as well as the caregivers tasked with caring for the patients on a daily basis. Providing tailored hospice service for patients in these settings is the primary goal of this proposed project, and we plan to focus on pain and symptom management for hospice patients in skilled nursing facilities, assisted living facilities, and adult family homes.

For those persons who do live at home, we would provide in-home hospice care, and importantly, help these persons remain in their residences for as long as they choose. Family Hospice services will focus on patient and caregiver centered care with an emphasis on compassion, comfort, and efficiency.

In addition to a geriatric hospice patient population, Family Hospice Services anticipates certain diagnoses to be more prevalent. From the 2022 CMS Hospice LDS, we present in Table 3 prevalent patient diagnoses for King County CMS hospice patients.

Diagnosis	2022	2022
Alzheimer's, Dementia, Parkinsons	2,372	30.8%
Cancer	1,845	23.9%
Circulatory/Heart	895	11.6%
Stroke/CVA	704	9.1%
Respiratory	607	7.9%
Kidney disease	445	5.8%
Malnutrition	393	5.1%
Other	443	5.8%

Source: 2022 CMS Hospice LDS

From Table 3, most hospice patients in King County included persons with Alzheimer's, Dementia, or Parkinsons diagnoses. These individuals accounted for nearly 31% of King County hospice patients in 2022. The next largest source of hospice patients was cancer, which accounted for about 24% of patients. Circulatory/Heart accounted for about 12% of patients, Stroke/Cerebrovascular Accident about 9%, Respiratory Disease about 8%, Kidney Disease about 6%, and Malnutrition about 5%. Hospice patients with a primary diagnosis of COVID-19 represented about 1.2% of patients in King County and are included in the "Other" category.

Family Hospice Services will offer comprehensive services tailored to patient and family needs associated with these diagnoses and ensure coordination with specialists and care team members focused on alleviating symptoms specific to each disease process. We will also create close relationships with specialty clinics, hospitals, and long-term care facilities to provide the most appropriate care at the right time in the right setting.

Family Hospice Services expects its patients to generally be over the age of 18 but will provide care for referrals across all ages. Should a referral for pediatric services arise, Family Hospice Services will assign clinicians competent to care for patients below the age of 18. If there are no employees with pediatric experience at the time of the referral, the agency will provide services either through a contract with a staffing agency or coordinate services with a pediatric specialty program.

As we describe in more detail below, we also anticipate our patients to primarily belong to traditionally underserved groups such as the African American, Asian, Hispanic, Native American, and immigrant communities.

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

Please see Exhibit 1 for a copy of the 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.**

This agency will be licensed and certified by Medicare and Medicaid.

## **IV. Certificate of Need Review Criteria**

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

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

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

This question is not applicable.

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

The projected utilization for the proposed agency is based on a combination of the existing unmet numeric need from the DOH 2023-2024 Hospice Need Methodology, included as Exhibit 2, and an estimate of admissions from planning area underserved groups.

The need methodology is extrapolated to 2028 to cover the first three full years of operation using linearly interpolated population forecast estimates from the Washington State Office of Financial Management (OFM). We present the forecasted population and extrapolated need estimates in Table 4.

King County Numeric Need	Row	2024	2025	2026	2027	2028
<u>Population</u>						
0 to 64	1	2,003,368	2,012,962	2,022,514	2,032,063	2,041,613
65+	2	352,755	364,773	377,152	389,531	401,910
<u>Admissions per Capita</u>						
0 to 64	3	0.0005	0.0005	0.0005	0.0005	0.0005
65+	4	0.0212	0.0212	0.0212	0.0212	0.0212
<u>Potential Volume</u>						
0 to 64 ([1]*[3])	5	1,016	1,021	1,026	1,031	1,036
65+ ([2]*[4])	6	7,492	7,747	8,010	8,273	8,536
All ages ([5]+[6])	7	8,508	8,769	9,036	9,304	9,572
Supply	8	8,625	8,625	8,625	8,625	8,625
Unmet Admissions ([8]-[7])	9	(116)	144	412	679	947

ALOS (WA Avg.)	10	61.11	61.11	61.11	61.11	61.11
Unmet Patient Days ([9]*[10])	11	(7,100)	8,796	25,159	41,522	57,885
Unmet ADC ([11]/365)	12	(19)	24	69	114	159

Sources: Admissions per person from DOH 2023-2024 Hospice Need Methodology for the 0 to 64 and 65+ age cohort groups. Population from OFM Medium Series and a linear interpolation between forecast years.

Notes: Patient days based on Washington State ALOS average of 61.11. ADC calculated by dividing patient days by 365. Numbers presented in table reflect rounding for presentation purposes.

As indicated in Table 4 and the Department’s 2023-2024 Numeric Need Methodology presented in Exhibit 2, numeric need in King County does not meet the 35 ADC threshold for the 2025 forecast year. As such, while in 2025 there is forecast need for additional hospice services, this need is not sufficient, by itself, to justify an additional hospice agency. However, as we describe in our response to Question 8 below, there exist underserved populations in King County who use hospice services at depressed rates. Family Hospice Services will target these underserved populations but will be available and accessible to all residents of King County. As such, we believe it reasonable to expect hospice admissions from the forecast unmet need in King County, as well as admissions from these underserved communities.

Based on our analysis in Table 7, we estimate 360 potential admissions from underserved communities in King County. Adjusting for the 107 underserved admissions forecast by Heart and Soul Hospice in 2022, there remain 253 admissions from underserved communities. With this, and the forecast admissions in Table 4, we specify our utilization assumptions in Table 5.

Utilization Assumptions	Row	2024	2025	2026	2027	2028
Unmet Admissions from Numeric Need	1	(116)	144	412	679	947
% of Unmet Numeric Need	2	0%	10%	10%	10%	10%
Admissions from Unmet Numeric Need ([1]*[2])	3	0	14	41	68	95
Patients per Month ([3]/12)	4	0	1	3	6	8
Residual Admissions from Underserved Populations	5	253	253	253	253	253
% of Underserved Need	6	0%	20%	30%	40%	40%
Admissions from Underserved Populations ([5]*[6])	7	0	51	76	101	101
Patients per Month ([7]/12)	8	0	4	6	8	8

Sources: Table 4, Table 7, and self-calculations.

From the number of unmet admissions in Table 4 and Table 7 and the assumed proportion of unmet need in Table 5, we forecast patient counts and patient days over the first three full



years of operation in Table 6. Additional assumptions include an average length of stay (“ALOS”) equal to 61.11 and a facility opening date of April 2025.

We note our utilization forecast assumes only a small proportion of the forecast unmet need for King County, equal to 10% of forecast numeric need and 40% of forecast additional need from underserved populations. Furthermore, although non-White populations have grown by about 4 percent per year over the last decade, our utilization forecast holds “Residual Admissions from Underserved Populations” constant. As we describe below, these populations will continue to grow and age, and their need for hospice services will increase over time. Thus, this represents a conservative utilization forecast which provides for existing King County providers to expand utilization even with the proposed agency.

Utilization Forecast	Row	2025	2026	2027	2028
Months	1	9	12	12	12
Patients per Month	2	5.4	9.7	14.1	16.3
Hospice patients ([1]*[2])	3	48.6	116.4	169.2	195.6
ALOS (WA Avg.)	4	61.11	61.11	61.11	61.11
Total visits ([3]*[4])	5	2,970	7,113	10,340	11,953
ADC ([5]/(365*[1]/12))	6.0	10.8	19.5	28.3	32.7

Source: Applicant

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

As we document below, available statistics demonstrate there exist underserved communities within King County which this project proposes to serve. These underserved communities utilize hospice services below the planning area average, indicating both current and future problems related to access to hospice services for King County residents within these populations. The impact of these factors will be amplified for individuals in poverty.

Please see our response to Question 8 below for additional discussion on factors in the planning area which restrict patient access to hospice services.

**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.**

Based on our utilization forecast assumptions in Table 5, we expect to serve only 10 percent of the general forecast of unmet need within King County and about 40 percent of the residual need from underserved King County populations. We emphasize this residual need adjusts for forecast admits from underserved populations by Heart and Soul hospice, and as such, our agency’s utilization is based entirely on excess and unmet demand for hospice services.

The motivation for this application is to fill the current and increasing gap in care for hospice services in King County. While Family Hospice is not the first agency in King County to seek

to increase hospice access for underserved communities, the size and diversity of these underserved communities exceeds the capacity of any one agency, and Family Hospice will complement the provision of services of the existing agencies.

In addition to BIPOC, persons within the Asian/Pacific Islander, Hispanic, and other minority communities also use hospice service at rates lower than White persons in King County. Furthermore, many of these individuals receive care within Adult Family Homes and other assisted living environments. Within King County, about 40% of the over 1,100 AFHs are in South King County, where immigrant and minority populations are also concentrated. Many of these AFHs are owned and operated by immigrants.<sup>3</sup> Hospice care in AFHs requires nurse delegation and instruction to the AFH caregivers, which often requires education in the proper care of AFH residents on hospice. This, combined with the common presence of language barriers between hospice and AFHs caregivers, results in too few hospice agencies serving AFH residents in need of hospice care. Through working with Adult Family Homes and other assisted living facilities, with a focus on these underserved groups, Family Hospice can impact the low use rates of hospice services among minority populations in King County.

This proposed project thus represents a novel source for providing hospice care, to traditionally underserved communities, particularly for those residing in care settings such as assisted living facilities and adult family homes. This proposed initiative thus represents an innovative approach to delivering hospice care to underserved communities. Given the current need of these services, the proposed project will not result in an unnecessary duplication of such services within the proposed planning area.

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

We confirm the proposed agency will be available and accessible for all King County residents in need of hospice services.

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

The proposed agency will serve all patient groups in need of hospice services in King County regardless of payer coverage, or ability to pay. Please see Exhibit 3 for our financial assistance policy.

Furthermore, the proposed project emphasizes outreach and hospice use for traditionally underserved populations. Please see our discussion in response to Question 8 below that describes how we plan to increase hospice use among underserved groups.

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

- **Admissions policy**
- **Charity care or financial assistance policy**

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<sup>3</sup> Public Health – Seattle and King County. COVID Response for Adult Family Homes in King County: Lessons Learned and Recommendations. <https://kingcounty.gov/~media/depts/health/communicable-diseases/documents/C19/adult-family-home-covid-response-summary.ashx?la=en>, Last Accessed December 13, 2023

- **Patient Rights and Responsibilities policy**
- **Non-discrimination policy**
- **Any other policies directly related with patient access (example, involuntary discharge)**

Please see Exhibit 3 for a copy of our Financial Assistance Policy, Exhibit 4 for our Admission Policy, Exhibit 5 for our Patient Rights and Responsibilities Policy, and Exhibit 6 for our Non-Discrimination Policy.

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

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

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

As indicated in Table 4 and the Department’s 2023-2024 Numeric Need Methodology presented in Exhibit 2, numeric need in King County does not meet the 35 ADC threshold for the 2025 forecast year. As such, while in 2025 there is forecast need for additional hospice services, this need is not sufficient, by itself, to justify an additional hospice agency. However, we request approval based on WAC 246-310-290(12). Specifically, our application meets all other applicable review criteria; we are committed to serving Medicare and Medicaid patients; and as discussed below, there are specific populations within King County which are underserved.

We present 2022 deaths and deaths in hospice by race and ethnicity for CMS beneficiaries with a King County residence in Table 7. CMS beneficiaries are predominately age 65 and over but may also reflect younger individuals as well.

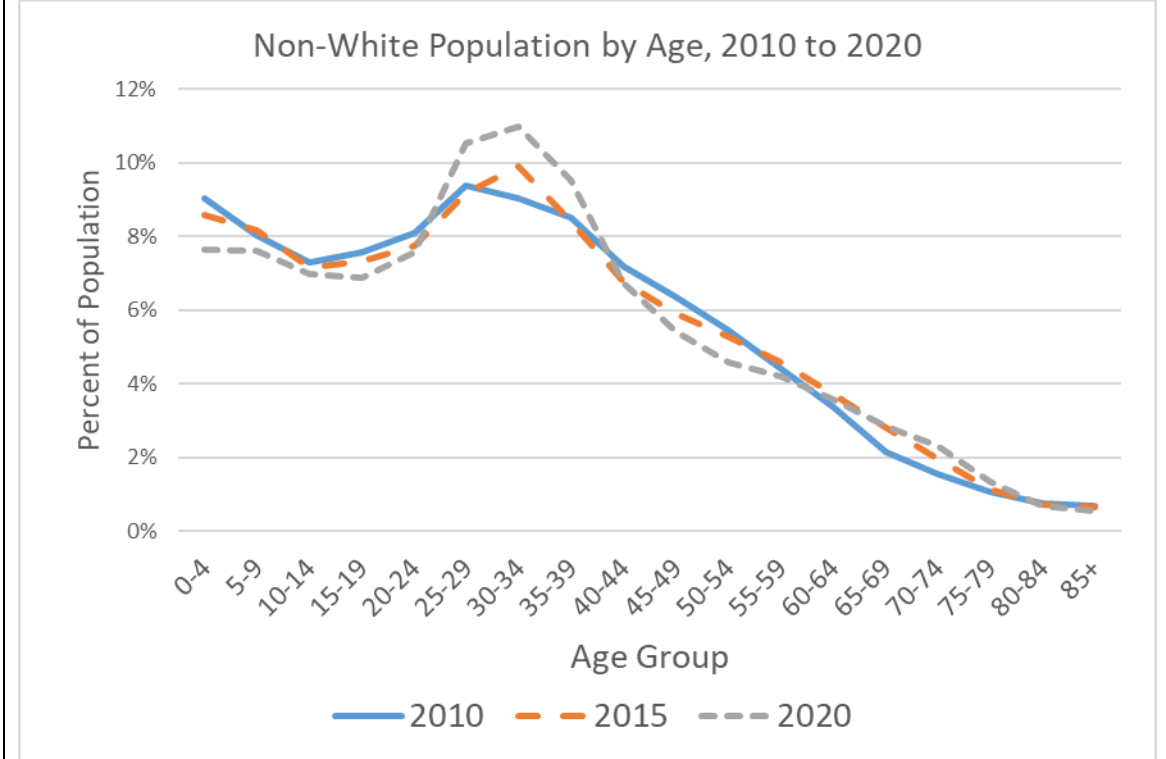
	Deaths in Hospice, All Providers	All deaths	% of Deaths in Hospice	Underserved Deaths rel. to White avg.
White	4,738	9,903	47.8%	N/A
Black	222	757	29.3%	140
Asian/ Pac Islander	333	926	36.0%	110
Hispanic	31	88	35.2%	11

Native American/American Indian	34	84	40.5%	6
Other	182	494	36.8%	54
Unknown	89	266	33.5%	38
<b>Total</b>	<b>5,629</b>	<b>12,518</b>	<b>45.0%</b>	<b>360</b>
Heart and Soul Underserved Admissions (Year 3)				
	107			
Residual underserved				
	253			
Sources: CMS 2022 Hospice Limited Data Set; Heart and Soul CN22-22 Table 4, p. 16				
Notes: Underserved deaths relative to White average calculated through assumption of proportion of White deaths served in hospice (47.8%) for deaths by race/ethnicity. "Residual underserved" calculated as the difference between "Total Underserved Deaths" and "Heart and Soul Underserved Admissions."				

From Table 7, in 2022, there were 9,903 deaths of CMS beneficiaries within King County who identified as White. Of these, 4,738, or about 48 percent, died while receiving hospice care. Among the other racial/ethnic groups, a lower proportion of deaths occurred while in hospice. For Black individuals, about 30 percent died while in hospice. For Asian/Pacific Islanders, this rate was about 36 percent, for Hispanics about 35%, and for Indigenous persons, about 40%. Constructing the counterfactual where all persons use hospice at the same rate as White persons, we would see an additional 140 hospice patients from Black persons, an additional 110 from Asian and Pacific Islander persons, and an additional 11 from Hispanic persons. In aggregate, had non-White persons used hospice services at the same rate as White persons, there would have been an additional 360 hospice admissions in King County. Acknowledging that Heart and Soul hospice (CN22-22) sought to increase hospice use among the BIPOC populations and proposed to serve 107 admissions from these underserved populations, we calculate a "residual underserved" admissions equal to 253. This number is used in Row 5 of Table 5 for the projected utilization from underserved populations.

In addition to the existing need for hospice services among these underserved populations, their need for hospice services is likely to increase over time. We present the age distribution for non-White populations in King County for the 2010 to 2020 period in Figure 1.

Figure 1: King County Non-White Population by Age, 2010 to 2020



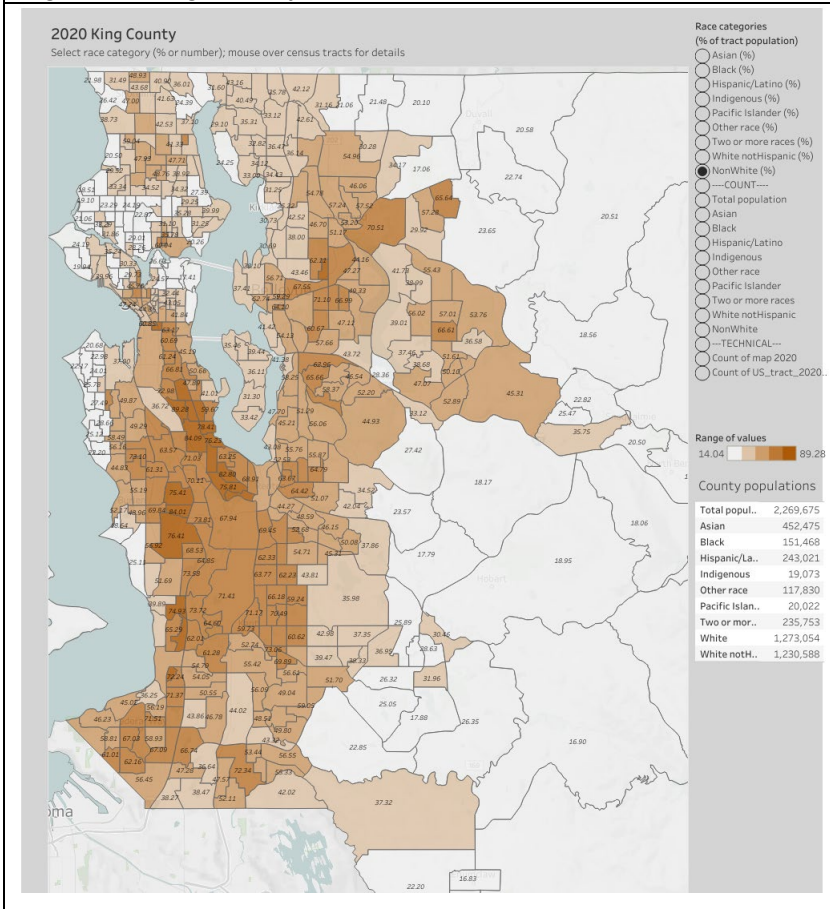
Sources: OFM SADE Estimates by Age, Sex, Race, and Hispanic Origin, <https://ofm.wa.gov/washington-data-research/population-demographics/population-estimates/estimates-april-1-population-age-sex-race-and-hispanic-origin>, Last Accessed December 14, 2023.

From Figure 1, the non-White population in King County has aged over the last decade and based on its age structure, this is likely to continue. Since 2010, the proportion of non-White individuals aged 65 and over has increased from 6.2 percent to 7.7 percent. Whereas in 2010, the population had greater weight among older working age adults (ages 35 to 60), in 2020, there is greater weight among persons aged 65 and over. In addition, in 2020, the proportion of non-White persons within the young adult ages also increased beyond a simple aging relative to the prior years. This suggests immigration of non-White individuals and families into King County, which is consistent with the recent trends observed from the U.S. Census.<sup>4</sup>

While the dispersion of minority populations in King County is increasing, most of these individuals reside in the Rainier Valley, East King, and South King County regions. We present the geographic distribution of non-White persons in King County in Figure 2.

<sup>4</sup> <https://www.seattletimes.com/seattle-news/data/king-county-grew-more-racially-diverse-last-year-because-of-2-trends/>, Last Accessed, December 14, 2023.

**Figure 2: King County Non-White Population Distribution**



Source: <https://depts.washington.edu/labhist/maps-race-seattle.shtml>, Last Accessed December 14, 2023. Calculated from Steven Manson, Jonathan Schroeder, David Van Riper, and Steven Ruggles. IPUMS National Historical Geographic Information System: Version 12.0 [Database]. Minneapolis: University of Minnesota. 2017. <http://doi.org/10.18128/D050.V12.0>

From Figure 2, which was constructed from U.S. Census microsample data by individuals at the University of Washington as part of its Civil Rights and Labor History Consortium, the non-White populations in King County are concentrated in a few specific areas within King County. The patterns are starker if limited to a single race or ethnicity, with Asian populations concentrated in East King and Black, Hispanic, Indigenous and persons of “Other Race” populations concentrated in the Rainier Valley and South King regions.

It is these underserved populations in these areas which Family Hospice will focus on to increase access to and use of hospice services. We plan to leverage the relationships of Ms. Paul with assisted living facilities and Adult Family Homes within these targeted areas, as well as engage in the distribution of culturally appropriate educational materials on hospice services and visits by Family Hospice representatives in different community settings. To ensure our success in this area, in addition to hiring a dedicated social worker,

we plan to hire a volunteer coordinator able to recruit volunteers from these communities as well as staff a Community Liaison position dedicated to our outreach and educational activities.

Furthermore, as an immigrant and healthcare professional deeply embedded in the fabric of this community, Ms. Paul is dedicated to ensuring that patients and their families receive compassionate, culturally competent, and dignified end-of-life care. Her extensive nursing background positions her as an experienced and compassionate leader capable of navigating the complexities of hospice care. Effective communication is vital in hospice care, and language often plays a significant role, especially for members of traditionally underserved populations. Family Hospice will be a hospice agency which prioritizes multilingual and multicultural staff and interpreters to ensure clear communication, fostering trust and understanding between patients, families, and healthcare providers. Caregiver training at Family Hospice services will have a distinct emphasis, knowing that they are the backbone of our ability to provide service to the community. Family Hospice will help educate caregivers within facility settings on the proper administration of medications and delivery of personalized and culturally competent care.

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

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

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

Our utilization projections are provided in Table 6 above. Our Pro Forma forecasts, including a Statement of Revenues and Expenses, a balance sheet and cash flow statement are included in Exhibit 10. This exhibit also includes documentation of all financial assumptions.

- 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.**

Please see the Medical Director Agreement included in Exhibit 7. None of the other listed agreements/contracts are applicable to the proposed project.

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

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



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

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

Please see Exhibit 8 for a copy of the Draft Lease and Letter of Intent to Lease.

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

Item	Cost
a. Land Purchase	
b. Utilities to Lot Line	
c. Land Improvements	
d. Building Purchase	
e. Residual Value of Replaced Facility	
f. Building Construction	
g. Fixed Equipment (not already included in the construction contract)	
h. Movable Equipment	\$42,582
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	\$4,365
Total Estimated Capital Expenditure	\$46,947
Sources: See Equipment List in Table 11.	

**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.**

Family Home Services, LLC will be responsible for the estimated capital costs identified above.

**6. Identify the amount of start-up costs expected to be needed for this project. Include any assumptions that went into determining the start-up costs. Start-up costs should include any non-capital expenditure expenses incurred prior to the facility opening or initiating the proposed service. If no start-up costs are expected, explain why.**

Table 9: Startup Expenses	
Pre-Operating Expenses	Amount
Medical Director	\$2,000
Holding Fees and Pre-Operational Rent	\$7,434
Advertising and Marketing	\$1,079
Supplies	\$840
Office expenses	\$435
Recruitment and Training	\$6,000
Other Misc Expenses	\$4,265
<b>Total Pre-Operating Expenses</b>	<b>\$22,053</b>
Sources: Applicant	
Notes: Medical director costs based on 10 hours of services at \$200/hr. prior to opening; Holding fee and pre-operational rent based on 9 months of holding fees totaling \$684 plus 6 months of pre-op rent totaling \$6,750. Advertising and marketing, Supplies, Office expenses, and Other Misc Expenses equal to 1 month of costs; Recruitment and training includes job advertising costs and training materials. Other Misc Expenses includes postage, cleaning, telephones, travel, banking fees, legal & professional services, auto expense, and billing fees.	

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

Family Home Services, LLC will be responsible for the estimated startup costs identified above.

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

Over 95% of patients are government-sponsored, most notably Medicare, where fee schedules are uniformly used. In other words, charges are not relevant for the overwhelming majority of hospice patients.

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

The proposed project requires only modest capital expenditures for furniture, computers, and other IT equipment. Furthermore, reimbursement rates are primarily based on fee schedules with CMS and principal payers. Thus, the proposed project will not result in an unreasonable impact on costs or charges for health services in the planning area.

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

Please see Table 10 for the projected payer mix as a % of gross revenues by source.

Table 10: Projected Payer Mix		
Payer	Pct. Payer Source	Pct. Patients
Medicare and Medicare Managed	87.30%	87.30%
Medicaid and Medicaid Managed	9.50%	9.50%
Private-/Self-Pay	0.85%	0.85%
Commercial	1.60%	1.60%
VA	0.75%	0.75%
Total	100.0%	100.0%

Source: Applicant

Notes: “Other” payers include Tricare, Veterans Admin., Worker Compensation, and Healthcare Exchange payers.

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

This question is not applicable.

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

Equipment proposed for this project include furnishings and other office machines and related equipment. Please see Table 11 for a full list of equipment with costs.

<b>Table 11: Equipment List</b>			
<b>Furniture</b>	<b>Unit Cost</b>	<b>Units</b>	<b>Total Cost</b>
Desks	\$1,362	8	\$10,893
Conf Room Table	\$1,128	1	\$1,128
Conf Room Chairs	\$245	6	\$1,470
Office Chairs	\$99	8	\$792
Subtotal			\$14,282
Sales Tax (10.25%)			\$1,464
Furniture Total			\$15,746
<b>Equipment &amp; Phone</b>	<b>Unit Cost</b>	<b>Units</b>	<b>Total Cost</b>
Laptop Computer	\$1,589	8	\$12,712
Docking Station	\$200	8	\$1,600
24-inch Monitor, Keyboard and Mouse	\$188	16	\$3,008
Cables /Wires	\$20	8	\$160
Color copier, scanner, printer, and fax	\$9,000	1	\$9,000
Extra drawers/cabinet	\$220	1	\$220
Desk/Office Phone	\$200	8	\$1,600
Subtotal			\$28,300
Sales Tax			\$2,901
Equipment & Phone Total			\$31,201
<b>Equipment Total</b>			<b>\$46,947</b>

**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 9a for a signed Letter of Financial Commitment and Exhibit 9b for a statement of account letter from Chase Bank attesting to the availability of sufficient 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.**

Family Hospice Services, LLC is not presently in operation, and thus does not have any financial statements to provide. Its owner and Executive Director, Ms. Paul commits to funding the proposed project. We provide a signed Letter of Financial Commitment in Exhibit 9a and a Statement of Account from Chase Bank in Exhibit 9b to demonstrate her willingness and ability to fund the project.

**C. Structure and Process (Quality) of Care (WAC 346-310-230)**

**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 our staffing forecast in Exhibit 10 for a list of all FTEs by category for the proposed agency.

- 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.**

Clinical and administrative staff for the proposed agency are forecast based on benchmark FTE to ADC ratios, calculated from previously approved agencies in King County (CN22-22 and CN22-20). For staffing categories with forecast staffing needs below 0.75 FTEs, the staffing level is set at 0.75 FTE.

- 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 ADC ratios were constructed from Washington Benchmarks based on public documents for other hospice projects similar to Family Hospice Services. These other hospice projects used as benchmarks for the proposed project include the approvals of Heart and Soul Hospice (CN22-22) and Puget Sound Hospice (CN22-20) in King County.

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

Luba Kihichack, MD. License Number: MD00016178.

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

The planned medical director will be contracted. Please see Exhibit 7.

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

Key staff currently known include the Executive Director Manuela Paul (RN00163870) and the Clinical Director Stephanie Johnson (AP60474118).

Additional key staff will be identified following CN approval and prior to start-up operations.

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

Executive Director: Manuela Paul, RN00163870  
Clinical Director: Stephanie Johnson, AP60474118

**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.**

Family Hospice Services 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, we will offer competitive wage and benefit packages. We will also use recruitment portals such as Zip Recruiter, Glassdoor, workforce, etc. to recruit and retain qualified staff for its proposed project. Furthermore, we plan to work with local community colleges in South King County which offer certificate and degree programs for nursing and home health/hospice aide positions.

If Family Hospice Services does experience barriers to recruiting or retaining staff, it will contract with medical staffing agencies such as Emerald City Medical Staffing 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 agency's business hours will be Monday through Friday from 08:00 a.m. to 4:00 pm. The office will be closed on holidays recognized by the Federal Government and Washington State. Agency services will be accessible 24 hours per day, 7 days per week, including weekends and holidays. On-call services will be available after regular business hours, including weekends and holidays.

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 hospice agency.**

This question is not applicable.

**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.**

Family Hospice Services expects to contract with local vendors for home medical equipment, pharmacy services, laboratory services, wound care, imaging, and podiatry services, and with medical staffing companies for PT, OT, ST, and RT, as well as filling in any staffing shortages when and if those may occur. Please see Table 12 for a selected list of expected ancillary and support services.

Table 12: Ancillary and Support Services	
Organization	Service
Pathway Geriatrics	Visiting physician services
Dispatch Health	In-home urgent care
Bellevue Healthcare	DME
Enable Dentistry	In-home dentistry services
Quality Imaging	Imaging services
1st Choice Phlebotomy	Phlebotomy services
Endurance Foot and Ankle	Podiatry services
Nexus Consulting	Visiting wound care specialists
Mecury pharmacy	Pharmacy services
Pathnostics lab services	Lab services

Source: Applicant

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

Family Hospice Services anticipates establishing working relationships with planning area acute care and post-acute care providers. These will primarily include King County hospitals,



nursing homes, adult living facilities, and adult family homes.<sup>5</sup> Family Hospice Services has been in contact with or targeted a series of these organizations for working relationships and referral sources. We include a list of nursing homes and assisted living facilities 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)**

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

No facility or practitioner associated with this application has a history of the actions listed below.

**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.**

Without additional hospice services targeted to their specific needs, underserved populations within King County will remain so. Thus, King County residents in need of hospice services will likely go without needed care. This would contribute to a fragmentation of healthcare services, where King County families would be forced to either out-migrate or manage and plan the care for their members without assistance or coordination. Thus, the proposed will not result in unwarranted fragmentation but rather prevent it.

**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 significant unmet need for hospice services in King County, especially for the underserved populations discussed above. Family Hospice's proposed project will help to address part of this need and provide needed capacity and delivery of services in the planning area to ensure all King County residents have access to hospice care. Family Hospice has existing relationships with assisted living facilities and Adult Family Homes within King County and will work with the existing healthcare system to provide hospice services where needed.

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<sup>5</sup> Universal will accept referrals for King County residents from out-of-county providers and organizations, but it anticipates its referral sources will primarily be King County providers and organizations.

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

No facilities or agencies owned or operated by the applicant reflect a pattern of condition-level findings, thus this question is not applicable.

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

No facilities or agencies owned or operated by the applicant reflect a pattern of condition-level findings, thus this question is not applicable.

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

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

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

The following two options were evaluated in the alternatives analysis:

- Option One: Develop a Medicare/Medicaid Certified Hospice Agency in King 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.**

Alternative	Advantages/Disadvantages
Alternative 1: Do nothing	<ul style="list-style-type: none"><li>• Does nothing to improve access in a market where need for an additional hospice agency exists. (Disadvantage, “D”)</li><li>• Without an additional hospice agency, residents of King County would be unable to access needed care, and families would be forced to manage the care of their elderly members without assistance. (D)</li></ul>
<b>Alternative 2: Establish a hospice agency in King County (The Project)</b>	<ul style="list-style-type: none"><li>• Improves access to needed hospice services in King County. (A)</li></ul>

Table 14: Promoting Quality of Care	
Alternative	Advantages/Disadvantages
Alternative 1: Do nothing	<ul style="list-style-type: none"> <li>Underserved populations exist in King County. Without sufficient access to needed hospice services, families may be required to manage the care of their family members without assistance, adding to their burden and risking inadequate provision of hospice-related services. (D)</li> <li>Without sufficient access to needed hospice services, planning area residents may be burdened with preventable emergency room visits or hospitalizations. (D)</li> </ul>
<b>Alternative 2: Establish a hospice agency in King County (The Project)</b>	<ul style="list-style-type: none"> <li>Promotes quality and continuity of care for King County residents. (A)</li> </ul>

Table 15: Cost Efficiency and Capital Impacts	
Alternative	Advantages/Disadvantages
Alternative 1: Do nothing	<ul style="list-style-type: none"> <li>No capital expenditures necessary. (N)</li> <li>Least costly with respect to capital expenditures. However, lack of sufficient access to hospice services would potentially lead to increased use of more expensive alternatives at planning area providers of inpatient services (emergency room utilization, hospitalization, etc.). (D)</li> </ul>
<b>Alternative 2: Establish a hospice agency in King County (The Project)</b>	<ul style="list-style-type: none"> <li>Limited Capital Expenditure necessary. (D)</li> <li>Improved access prevents unnecessary emergency room and hospitalization visits in King County. (A)</li> </ul>

Alternative	Advantages/Disadvantages
Alternative 1: Do nothing	<ul style="list-style-type: none"> <li>There are no legal restrictions to doing nothing. (N)</li> </ul>
<b>Alternative 2: Establish a hospice agency in King County (The Project)</b>	<ul style="list-style-type: none"> <li>This option requires Certificate of Need approval in King County. This requires time and expense greater than that of Alternative 1. (D)</li> </ul>

3. **If the project involves construction, provide information that supports conformance with WAC 246-310-240(2):**
  - a. **The costs, scope, and methods of construction and energy conservation are reasonable; and**
  - b. **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 hospice care in King County, hence delivery of health services. In this regard, not only will patient access improve, but patients' costs of receiving hospice 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 access to higher quality care.

## **V. Hospice Agency Superiority**

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

Family Hospice Services, LLC was the only entity to submit a letter of intent for hospice in King County in this application cycle. Therefore, this question is not applicable.

## **VI. Multiple Applications in One Year**

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

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

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

Family Hospice Services, LLC is not preparing more than the present application for King County.

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

This question is not applicable.

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

This question is not applicable.

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

This question is not applicable.

**RECEIVED**

*By Andrew Struska at 1:36 pm, Dec 28, 2023*

# Exhibit 1

## Letter of Intent



# FAMILY HOSPICE SERVICES, LLC

*"Dedicated to Compassionate Care"*

---

November 30, 2023

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

RE: Letter of Intent to operate a certificate of need approved hospice agency in King County, Washington

Dear Mr. Hernandez:

In accordance with WAC 246-310-080, Family Hospice Services, LLC submits this Letter of Intent ("LOI") to establish and operate a certificate of need approved hospice agency in King County, Washington.

1. Description of Proposed Service:  
The establishment and operation of a certificate of need approved hospice agency in King County, Washington
2. Estimated Cost of the Project:  
The estimated capital cost of the project is \$46,947.
3. Identification of the Service Area:  
The Service Area is King County, Washington

Please submit any notices, correspondence, communications, and documents to:

Manuela Paul RN, BSN, Executive Director  
Family Hospice Services, LLC  
25633 SE 30th Street  
Sammamish, WA, 98075  
425.644.7321  
[manuela\\_paul@yahoo.com](mailto:manuela_paul@yahoo.com)

Frank Fox, PhD  
HealthTrends  
206.366.1550  
[frankgfox@comcast.net](mailto:frankgfox@comcast.net)

Thank you for your support. Please contact me if you have any questions.

Sincerely,



Manuela Paul, Executive Director  
Family Hospice Services, LLC

---

**Address:** 15710 NE 24<sup>TH</sup> Street, Suite G, Bellevue, WA. 98008

**Contact:** Manuela Paul, RN, BSN, Executive Director at 425-644-7321 (office) 425-260-4581 (cell) 425-369-9469 (Fax)

Exhibit 2  
DOH 2023-2024 Hospice Need  
Methodology

**Department of Health**  
**2023-2024 Hospice Numeric Need Methodology**  
*Distributed November 6, 2023*

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

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

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

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

Hospice admissions ages 0-64	
Year	Admissions
2020	3,680
2021	3,883
2022	3,377
<b>average: 3,647</b>	

Deaths ages 0-64	
Year	Deaths
2020	16,663
2021	18,015
2022	17,201
<b>average: 17,293</b>	

Use Rates	
0-64	21.09%
65+	56.80%

Hospice admissions ages 65+	
Year	Admissions
2020	27,957
2021	27,885
2022	28,832
<b>average: 28,225</b>	

Deaths ages 65+	
Year	Deaths
2020	46,367
2021	50,717
2022	52,002
<b>average: 49,695</b>	

Department of Health  
2023-2024 Hospice Numeric Need Methodology  
Distributed November 6, 2023

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

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

0-64				
County	2020	2021	2022	2020-2022 Average Deaths
Adams	20	23	25	23
Asotin	56	43	45	48
Benton	555	536	566	552
Chelan	224	256	225	235
Clallam	195	185	179	186
Clark	1,043	1,078	1,002	1,041
Columbia	7	11	12	10
Cowlitz	314	401	311	342
Douglas	42	45	45	44
Ferry	19	21	22	21
Franklin	100	110	79	96
Garfield	5	4	2	4
Grant	186	208	190	195
Grays Harbor	209	236	223	223
Island	110	116	117	114
Jefferson	68	54	59	60
King	4,456	4,892	4,902	4,750
Kitsap	454	489	462	468
Kittitas	78	88	78	81
Klickitat	42	50	50	47
Lewis	205	186	191	194
Lincoln	15	24	24	21
Mason	143	168	152	154
Okanogan	88	92	106	95
Pacific	55	59	69	61
Pend Oreille	41	55	44	47
Pierce	2,364	2,574	2,518	2,485
San Juan	18	24	12	18
Skagit	269	334	258	287
Skamania	26	25	20	24
Snohomish	1,587	1,563	1,468	1,539
Spokane	1,634	1,842	1,603	1,693
Stevens	86	114	107	102
Thurston	628	763	709	700
Wahkiakum	10	7	9	9
Walla Walla	150	138	157	148
Whatcom	457	443	467	456
Whitman	51	59	65	58
Yakima	653	699	628	660

65+				
County	2020	2021	2022	2020-2022 Average Deaths
Adams	59	92	91	81
Asotin	186	188	227	200
Benton	1,522	1,610	1,739	1,624
Chelan	785	870	873	843
Clallam	777	906	935	873
Clark	3,205	3,705	3,709	3,540
Columbia	43	43	37	41
Cowlitz	968	1,100	989	1,019
Douglas	160	174	205	180
Ferry	58	63	60	60
Franklin	263	261	234	253
Garfield	11	24	24	20
Grant	455	523	533	504
Grays Harbor	558	590	683	610
Island	505	504	548	519
Jefferson	273	295	298	289
King	11,186	11,896	12,448	11,843
Kitsap	1,714	1,832	1,895	1,814
Kittitas	241	241	261	248
Klickitat	113	164	130	136
Lewis	653	723	753	710
Lincoln	75	76	67	73
Mason	408	461	414	428
Okanogan	277	324	341	314
Pacific	177	239	235	217
Pend Oreille	101	119	127	116
Pierce	5,608	6,264	6,412	6,095
San Juan	94	91	78	88
Skagit	1,068	1,190	1,215	1,158
Skamania	47	56	60	54
Snohomish	4,278	4,478	4,833	4,530
Spokane	4,322	4,810	4,603	4,578
Stevens	248	304	336	296
Thurston	2,007	2,285	2,419	2,237
Wahkiakum	18	25	24	22
Walla Walla	522	595	598	572
Whatcom	1,481	1,674	1,653	1,603
Whitman	226	278	233	246
Yakima	1,675	1,644	1,682	1,667

Department of Health  
2023-2024 Hospice Numeric Need Methodology  
Distributed November 6, 2023

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

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

0-64		
County	2020-2022 Average Deaths	Projected Patients: 21.09% of Deaths
Adams	23	5
Asotin	48	10
Benton	552	116
Chelan	235	50
Clallam	186	39
Clark	1,041	220
Columbia	10	2
Cowlitz	342	72
Douglas	44	9
Ferry	21	4
Franklin	96	20
Garfield	4	1
Grant	195	41
Grays Harbor	223	47
Island	114	24
Jefferson	60	13
King	4,750	1,002
Kitsap	468	99
Kittitas	81	17
Klickitat	47	10
Lewis	194	41
Lincoln	21	4
Mason	154	33
Okanogan	95	20
Pacific	61	13
Pend Oreille	47	10
Pierce	2,485	524
San Juan	18	4
Skagit	287	61
Skamania	24	5
Snohomish	1,539	325
Spokane	1,693	357
Stevens	102	22
Thurston	700	148
Wahkiakum	9	2
Walla Walla	148	31
Whatcom	456	96
Whitman	58	12
Yakima	660	139

65+		
County	2020-2022 Average Deaths	Projected Patients: 56.80% of Deaths
Adams	81	46
Asotin	200	114
Benton	1,624	922
Chelan	843	479
Clallam	873	496
Clark	3,540	2,010
Columbia	41	23
Cowlitz	1,019	579
Douglas	180	102
Ferry	60	34
Franklin	253	144
Garfield	20	11
Grant	504	286
Grays Harbor	610	347
Island	519	295
Jefferson	289	164
King	11,843	6,726
Kitsap	1,814	1,030
Kittitas	248	141
Klickitat	136	77
Lewis	710	403
Lincoln	73	41
Mason	428	243
Okanogan	314	178
Pacific	217	123
Pend Oreille	116	66
Pierce	6,095	3,461
San Juan	88	50
Skagit	1,158	658
Skamania	54	31
Snohomish	4,530	2,573
Spokane	4,578	2,600
Stevens	296	168
Thurston	2,237	1,271
Wahkiakum	22	13
Walla Walla	572	325
Whatcom	1,603	910
Whitman	246	140
Yakima	1,667	947

Department of Health  
2023-2024 Hospice Numeric Need Methodology  
Distributed November 6, 2023

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

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

0-64								
County	Projected Patients	2020-2022 Average Population	2023 projected population	2024 projected population	2025 projected population	2023 potential volume	2024 potential volume	2025 potential volume
Adams	5	18,199	18,565	18,748	18,931	5	5	5
Asotin	10	16,706	16,475	16,360	16,244	10	10	10
Benton	116	175,851	178,935	180,477	182,019	119	120	121
Chelan	50	62,907	63,062	63,139	63,217	50	50	50
Clallam	39	52,247	52,552	52,704	52,857	40	40	40
Clark	220	424,857	433,316	437,545	441,774	224	226	228
Columbia	2	2,763	2,664	2,615	2,566	2	2	2
Cowlitz	72	87,937	88,116	88,206	88,295	72	72	72
Douglas	9	35,378	35,624	35,746	35,869	9	9	9
Ferry	4	5,127	4,967	4,886	4,806	4	4	4
Franklin	20	88,772	91,315	92,587	93,859	21	21	21
Garfield	1	1,570	1,569	1,569	1,569	1	1	1
Grant	41	85,596	86,774	87,363	87,952	42	42	42
Grays Harbor	47	58,092	57,484	57,179	56,875	46	46	46
Island	24	63,840	64,256	64,464	64,672	24	24	24
Jefferson	13	20,269	20,116	20,040	19,964	13	13	13
King	1002	1,974,586	1,993,774	2,003,368	2,012,962	1011	1016	1021
Kitsap	99	222,587	222,681	222,729	222,776	99	99	99
Kittitas	17	38,539	39,282	39,653	40,024	17	18	18
Klickitat	10	17,217	16,988	16,874	16,759	10	10	10
Lewis	41	63,811	64,225	64,432	64,639	41	41	41
Lincoln	4	7,804	7,785	7,775	7,765	4	4	4
Mason	33	49,998	50,395	50,594	50,793	33	33	33
Okanogan	20	31,910	31,564	31,392	31,219	20	20	20
Pacific	13	15,523	15,405	15,346	15,287	13	13	13
Pend Oreille	10	9,660	9,543	9,485	9,427	10	10	10
Pierce	524	790,591	797,852	801,483	805,114	529	531	534
San Juan	4	11,682	11,654	11,640	11,626	4	4	4
Skagit	61	100,574	101,422	101,846	102,270	61	61	62
Skamania	5	9,243	8,998	8,875	8,752	5	5	5
Snohomish	325	712,731	721,470	725,839	730,209	329	331	333
Spokane	357	447,909	450,821	452,277	453,733	359	360	362
Stevens	22	35,790	35,311	35,071	34,832	21	21	21
Thurston	148	242,356	246,365	248,369	250,374	150	151	152
Wahkiakum	2	2,943	2,917	2,903	2,890	2	2	2
Walla Walla	31	50,364	50,376	50,382	50,388	31	31	31
Whatcom	96	185,493	188,095	189,395	190,696	97	98	99
Whitman	12	42,489	42,517	42,531	42,545	12	12	12
Yakima	139	219,628	220,336	220,690	221,044	140	140	140

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

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

<b>65+</b>								
County	Projected Patients	2020-2022 Average Population	2023 projected population	2024 projected population	2025 projected population	2023 potential volume	2024 potential volume	2025 potential volume
Adams	46	2,605	2,621	2,629	2,637	46	46	46
Asotin	114	5,673	6,094	6,305	6,515	122	126	131
Benton	922	33,826	36,349	37,611	38,872	991	1,025	1,060
Chelan	479	16,903	18,085	18,677	19,268	512	529	546
Clallam	496	25,369	25,986	26,295	26,603	508	514	520
Clark	2,010	86,493	94,113	97,923	101,733	2,187	2,276	2,365
Columbia	23	1,170	1,229	1,259	1,289	24	25	26
Cowlitz	579	23,471	24,649	25,237	25,826	608	622	637
Douglas	102	8,039	8,752	9,109	9,465	111	116	120
Ferry	34	2,058	2,235	2,323	2,411	37	39	40
Franklin	144	9,795	10,887	11,433	11,979	160	167	175
Garfield	11	711	700	695	690	11	11	11
Grant	286	14,729	15,957	16,571	17,185	310	322	334
Grays Harbor	347	17,700	18,621	19,082	19,542	365	374	383
Island	295	23,676	24,579	25,030	25,482	306	312	317
Jefferson	164	13,029	13,824	14,221	14,618	174	179	184
King	6,726	316,701	340,737	352,755	364,773	7,237	7,492	7,747
Kitsap	1,030	55,150	59,307	61,385	63,464	1,108	1,147	1,185
Kittitas	141	8,482	8,846	9,028	9,210	147	150	153
Klickitat	77	5,695	6,280	6,572	6,864	85	89	93
Lewis	403	18,899	19,608	19,962	20,316	418	426	433
Lincoln	41	3,116	3,223	3,276	3,330	43	43	44
Mason	243	16,436	17,453	17,962	18,471	258	265	273
Okanogan	178	10,353	11,017	11,348	11,680	190	195	201
Pacific	123	7,971	8,347	8,534	8,722	129	132	135
Pend Oreille	66	3,845	4,170	4,332	4,494	71	74	77
Pierce	3,461	139,235	150,840	156,642	162,444	3,750	3,894	4,038
San Juan	50	6,326	6,796	7,030	7,265	53	55	57
Skagit	658	30,250	32,005	32,882	33,759	696	715	734
Skamania	31	2,455	2,891	3,108	3,326	36	39	42
Snohomish	2,573	125,852	138,363	144,618	150,874	2,828	2,956	3,084
Spokane	2,600	96,172	102,744	106,030	109,316	2,778	2,867	2,956
Stevens	168	11,029	12,255	12,868	13,481	187	196	205
Thurston	1,271	56,276	59,944	61,778	63,612	1,353	1,395	1,436
Wahkiakum	13	1,512	1,604	1,651	1,697	13	14	14
Walla Walla	325	12,446	12,886	13,106	13,326	336	342	348
Whatcom	910	44,049	46,838	48,232	49,627	968	997	1,026
Whitman	140	5,619	5,860	5,980	6,101	146	149	151
Yakima	947	38,467	40,491	41,504	42,516	997	1,022	1,046

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

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

County	2023 potential volume	2024 potential volume	2025 potential volume	Current Supply of Hospice Providers	2023 Unmet Need Admissions*	2024 Unmet Need Admissions*	2025 Unmet Need Admissions*
Adams	51	51	51	44.00	7	7	7
Asotin	132	136	141	100.33	32	36	40
Benton	1,109	1,145	1,180	1,057.33	52	88	123
Chelan	562	579	595	769.67	(208)	(191)	(174)
Clallam	547	553	559	429.67	118	124	130
Clark	2,411	2,502	2,593	2,909.67	(498)	(408)	(317)
Columbia	27	27	28	36.33	(10)	(9)	(9)
Cowlitz	680	695	709	813.33	(133)	(119)	(104)
Douglas	120	125	130	566.00	(446)	(441)	(436)
Ferry	41	43	44	36.00	5	7	8
Franklin	180	189	197	191.33	(11)	(3)	6
Garfield	12	12	12	9.33	2	2	2
Grant	352	364	376	270.33	81	93	106
Grays Harbor	411	420	429	352.00	59	68	77
Island	330	336	342	469.00	(139)	(133)	(127)
Jefferson	187	192	196	132.67	54	59	64
King	8,248	8,508	8,769	8,624.67	(376)	(116)	144
Kitsap	1,207	1,245	1,284	1,141.00	66	104	143
Kittitas	164	167	171	151.67	13	16	19
Klickitat	95	99	103	99.00	(4)	(0)	4
Lewis	459	467	475	453.67	6	13	21
Lincoln	47	48	49	21.00	26	27	28
Mason	291	298	306	524.67	(234)	(226)	(219)
Okanogan	210	215	221	183.00	27	32	38
Pacific	142	145	148	65.33	76	79	82
Pend Oreille	81	84	86	65.33	16	18	21
Pierce	4,279	4,426	4,572	4,244.33	35	181	328
San Juan	57	59	61	99.00	(42)	(40)	(38)
Skagit	757	776	795	791.33	(35)	(15)	4
Skamania	41	44	47	41.67	(0)	2	5
Snohomish	3,157	3,287	3,417	4,217.00	(1,060)	(930)	(800)
Spokane	3,137	3,227	3,317	3,195.67	(58)	32	122
Stevens	208	217	226	148.33	60	69	78
Thurston	1,503	1,546	1,589	1,766.33	(263)	(220)	(178)
Wahkiakum	15	16	16	14.33	1	1	2
Walla Walla	367	373	379	280.33	87	93	99
Whatcom	1,065	1,095	1,124	1,718.33	(653)	(624)	(594)
Whitman	158	161	164	112.67	45	48	51
Yakima	1,136	1,161	1,187	1,087.67	49	74	99

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



Department of Health  
2023-2024 Hospice Numeric Need Methodology  
Distributed November 6, 2023

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

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

County	2023 Unmet Need Admissions*	2024 Unmet Need Admissions*	2025 Unmet Need Admissions*	Step 6 (Admits * ALOS) = Unmet Patient Days			
				Statewide ALOS	2023 Unmet Need Patient Days*	2024 Unmet Need Patient Days*	2025 Unmet Need Patient Days*
Adams	7	7	7	61.11	426	437	449
Asotin	32	36	40	61.11	1,947	2,201	2,455
Benton	52	88	123	61.11	3,186	5,350	7,514
Chelan	(208)	(191)	(174)	61.11	(12,705)	(11,678)	(10,652)
Clallam	118	124	130	61.11	7,183	7,558	7,934
Clark	(498)	(408)	(317)	61.11	(30,451)	(24,906)	(19,360)
Columbia	(10)	(9)	(9)	61.11	(601)	(567)	(533)
Cowlitz	(133)	(119)	(104)	61.11	(8,145)	(7,254)	(6,362)
Douglas	(446)	(441)	(436)	61.11	(27,229)	(26,950)	(26,672)
Ferry	5	7	8	61.11	331	417	502
Franklin	(11)	(3)	6	61.11	(668)	(162)	345
Garfield	2	2	2	61.11	149	144	139
Grant	81	93	106	61.11	4,961	5,707	6,453
Grays Harbor	59	68	77	61.11	3,614	4,150	4,686
Island	(139)	(133)	(127)	61.11	(8,477)	(8,129)	(7,781)
Jefferson	54	59	64	61.11	3,294	3,597	3,899
King	(376)	(116)	144	61.11	(22,996)	(7,100)	8,796
Kitsap	66	104	143	61.11	4,004	6,378	8,752
Kittitas	13	16	19	61.11	765	959	1,154
Klickitat	(4)	(0)	4	61.11	(256)	(19)	219
Lewis	6	13	21	61.11	347	817	1,286
Lincoln	26	27	28	61.11	1,595	1,639	1,682
Mason	(234)	(226)	(219)	61.11	(14,296)	(13,828)	(13,361)
Okanogan	27	32	38	61.11	1,629	1,971	2,313
Pacific	76	79	82	61.11	4,674	4,848	5,023
Pend Oreille	16	18	21	61.11	955	1,121	1,286
Pierce	35	181	328	61.11	2,112	11,074	20,036
San Juan	(42)	(40)	(38)	61.11	(2,550)	(2,437)	(2,325)
Skagit	(35)	(15)	4	61.11	(2,119)	(938)	243
Skamania	(0)	2	5	61.11	(29)	134	297
Snohomish	(1,060)	(930)	(800)	61.11	(64,778)	(56,842)	(48,905)
Spokane	(58)	32	122	61.11	(3,566)	1,934	7,435
Stevens	60	69	78	61.11	3,652	4,214	4,777
Thurston	(263)	(220)	(178)	61.11	(16,069)	(13,464)	(10,859)
Wahkiakum	1	1	2	61.11	57	81	104
Walla Walla	87	93	99	61.11	5,323	5,674	6,025
Whatcom	(653)	(624)	(594)	61.11	(39,906)	(38,104)	(36,302)
Whitman	45	48	51	61.11	2,759	2,943	3,126
Yakima	49	74	99	61.11	2,968	4,505	6,041

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

Department of Health  
2023-2024 Hospice Numeric Need Methodology  
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WAC246-310-290(8)(g) Step 7:

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

County	2023 Unmet Need Patient Days*	2024 Unmet Need Patient Days*	2025 Unmet Need Patient Days*	Step 7 (Patient Days / 365) = Unmet ADC		
				2023 Unmet Need ADC*	2024 Unmet Need ADC*†	2025 Unmet Need ADC*
Adams	426	437	449	1	1	1
Asotin	1,947	2,201	2,455	5	6	7
Benton	3,186	5,350	7,514	9	15	21
Chelan	(12,705)	(11,678)	(10,652)	(35)	(32)	(29)
Clallam	7,183	7,558	7,934	20	21	22
Clark	(30,451)	(24,906)	(19,360)	(83)	(68)	(53)
Columbia	(601)	(567)	(533)	(2)	(2)	(1)
Cowlitz	(8,145)	(7,254)	(6,362)	(22)	(20)	(17)
Douglas	(27,229)	(26,950)	(26,672)	(75)	(74)	(73)
Ferry	331	417	502	1	1	1
Franklin	(668)	(162)	345	(2)	(0)	1
Garfield	149	144	139	0	0	0
Grant	4,961	5,707	6,453	14	16	18
Grays Harbor	3,614	4,150	4,686	10	11	13
Island	(8,477)	(8,129)	(7,781)	(23)	(22)	(21)
Jefferson	3,294	3,597	3,899	9	10	11
King	(22,996)	(7,100)	8,796	(63)	(19)	24
Kitsap	4,004	6,378	8,752	11	17	24
Kittitas	765	959	1,154	2	3	3
Klickitat	(256)	(19)	219	(1)	(0)	1
Lewis	347	817	1,286	1	2	4
Lincoln	1,595	1,639	1,682	4	4	5
Mason	(14,296)	(13,828)	(13,361)	(39)	(38)	(37)
Okanogan	1,629	1,971	2,313	4	5	6
Pacific	4,674	4,848	5,023	13	13	14
Pend Oreille	955	1,121	1,286	3	3	4
Pierce	2,112	11,074	20,036	6	30	55
San Juan	(2,550)	(2,437)	(2,325)	(7)	(7)	(6)
Skagit	(2,119)	(938)	243	(6)	(3)	1
Skamania	(29)	134	297	(0)	0	1
Snohomish	(64,778)	(56,842)	(48,905)	(177)	(155)	(134)
Spokane	(3,566)	1,934	7,435	(10)	5	20
Stevens	3,652	4,214	4,777	10	12	13
Thurston	(16,069)	(13,464)	(10,859)	(44)	(37)	(30)
Wahkiakum	57	81	104	0	0	0
Walla Walla	5,323	5,674	6,025	15	16	17
Whatcom	(39,906)	(38,104)	(36,302)	(109)	(104)	(99)
Whitman	2,759	2,943	3,126	8	8	9
Yakima	2,968	4,505	6,041	8	12	17

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

†unmet need for 2024 is calculated by dividing by 366 days due to it being a leap year.

Department of Health  
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**WAC246-310-290(8)(h) Step 8:**

Determine the number of hospice agencies in the planning area that could support the unmet need with an ADC of thirty-five.

Application Year			Step 8 - Numeric Need		
County	Step 7 (Patient Days / 365) = Unmet ADC			Numeric Need?	Number of New Agencies Needed?*
	2023 Unmet Need ADC*	2024 Unmet Need ADC*†	2025 Unmet Need ADC*		
Adams	1	1	1	FALSE	FALSE
Asotin	5	6	7	FALSE	FALSE
Benton	9	15	21	FALSE	FALSE
Chelan	(35)	(32)	(29)	FALSE	FALSE
Clallam	20	21	22	FALSE	FALSE
Clark	(83)	(68)	(53)	FALSE	FALSE
Columbia	(2)	(2)	(1)	FALSE	FALSE
Cowlitz	(22)	(20)	(17)	FALSE	FALSE
Douglas	(75)	(74)	(73)	FALSE	FALSE
Ferry	1	1	1	FALSE	FALSE
Franklin	(2)	(0)	1	FALSE	FALSE
Garfield	0	0	0	FALSE	FALSE
Grant	14	16	18	FALSE	FALSE
Grays Harbor	10	11	13	FALSE	FALSE
Island	(23)	(22)	(21)	FALSE	FALSE
Jefferson	9	10	11	FALSE	FALSE
King	(63)	(19)	24	FALSE	FALSE
Kitsap	11	17	24	FALSE	FALSE
Kittitas	2	3	3	FALSE	FALSE
Klickitat	(1)	(0)	1	FALSE	FALSE
Lewis	1	2	4	FALSE	FALSE
Lincoln	4	4	5	FALSE	FALSE
Mason	(39)	(38)	(37)	FALSE	FALSE
Okanogan	4	5	6	FALSE	FALSE
Pacific	13	13	14	FALSE	FALSE
Pend Oreille	3	3	4	FALSE	FALSE
Pierce	6	30	55	TRUE	1
San Juan	(7)	(7)	(6)	FALSE	FALSE
Skagit	(6)	(3)	1	FALSE	FALSE
Skamania	(0)	0	1	FALSE	FALSE
Snohomish	(177)	(155)	(134)	FALSE	FALSE
Spokane	(10)	5	20	FALSE	FALSE
Stevens	10	12	13	FALSE	FALSE
Thurston	(44)	(37)	(30)	FALSE	FALSE
Wahkiakum	0	0	0	FALSE	FALSE
Walla Walla	15	16	17	FALSE	FALSE
Whatcom	(109)	(104)	(99)	FALSE	FALSE
Whitman	8	8	9	FALSE	FALSE
Yakima	8	12	17	FALSE	FALSE

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

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

†unmet need for 2024 is calculated by dividing by 366 days due to it being a leap year.

**Department of Health**  
**2023-2024 Hospice Numeric Need Methodology**  
 290(7)(b) Agencies

Release Year 2023  
 Supply year 1 2020  
 Supply year 3 2022  
 Statewide ALOS 61.11  
 Default Admits = 35 ADC 209.0

Provider	County	Certificate Year	Supply Years									Notes
			2020			2021			2022			
			Survey	CN Yet?	# Used	Survey	CN Yet?	# Used	Survey	CN Yet?	# Used	
Stride Health Care	Chelan	2022	none	no CN yet	0.0	none	no CN yet	0.0	none	209.0	209.0	Third year 2024
Olympic Medical Center	Clallam	2019	none	209.0	209.0	none	209.0	209.0				Third year 2021
Providence Health & Services	Clark	2019	none	209.0	209.0	18	209.0	209.0				Third year 2021
Stride Health Care	Douglas	2023	none	no CN yet	0.0	none	no CN yet	0.0	none	209.0	209.0	Third year 2025 adjustment in 2022 as proxy
The Pennant Group (Puget Sound Hospice)	Grays Harbor	2021	none	no CN yet	0.0	6	209.0	209.0	31	209.0	209.0	Third year 2023
Envision Hospice	King	2019	77	209.0	209.0	74	209.0	209.0				Third year 2021
Continuum Care of King	King	2020	none	209.0	209.0	none	209.0	209.0	none	209.0	209.0	Third year 2022
EmpRes Healthcare Group	King	2021	none	no CN yet	0.0	none	209.0	209.0	none	209.0	209.0	Third year 2023
Seasons	King	2021	none	no CN yet	0.0	none	209.0	209.0	none	209.0	209.0	Third year 2023
The Pennant Group	King	2022	none	no CN yet	0.0	none	no CN yet	0.0	none	209.0	209.0	Third year 2024
Y.B.G. Healthcare	King	2022	none	no CN yet	0.0	none	no CN yet	0.0	none	209.0	209.0	Third year 2024
Envision Hospice	Kitsap	2020	none	209.0	209.0	61	209.0	209.0	120	209.0	209.0	Third year 2022
The Pennant Group (Puget Sound Hospice)	Mason	2021	none	no CN yet	0.0	none	209.0	209.0	100	209.0	209.0	Third year 2023
Providence Health & Services	Pierce	2021	none	no CN yet	0.0	2	209.0	209.0	98	209.0	209.0	Third year 2023
Envision Hospice	Pierce	2021	21	no CN yet	21.0	121	209.0	209.0	85	209.0	209.0	Third year 2023
Continuum Care of Snohomish	Pierce	2022	none	no CN yet	0.0	none	no CN yet	0.0	none	209.0	209.0	Third year 2024
The Pennant Group	Pierce	2022	none	no CN yet	0.0	none	no CN yet	0.0	none	209.0	209.0	Third year 2024
Seasons	Pierce	2022	none	no CN yet	0.0	none	no CN yet	0.0	none	209.0	209.0	Third year 2024
Wesley Homes Hospice	Pierce	2023	17	no CN yet	17.0	50	no CN yet	50.0	41	209.0	209.0	Third year 2025 adjustment in 2022 as proxy
Continuum Care of Snohomish	Snohomish	2019	143	209.0	209.0	342	209.0	342.0				Third year 2021
Envision Hospice	Snohomish	2019	none	209.0	209.0	1	209.0	209.0				Third year 2021
Glacier Peak Healthcare (Alpha)	Snohomish	2019	31	209.0	209.0	117	209.0	209.0				Third year 2021
Heart of Hospice	Snohomish	2019	none	209.0	209.0	none	209.0	209.0				Third year 2021
EmpRes Healthcare Group	Snohomish	2021	none	no CN yet	0.0	none	209.0	209.0	none	209.0	209.0	Third year 2023
Seasons	Snohomish	2021	none	no CN yet	0.0	none	209.0	209.0	none	209.0	209.0	Third year 2023
Providence Health & Services	Spokane	2023	none	no CN yet	0.0	none	no CN yet	0.0	none	209.0	209.0	Third year 2025 adjustment in 2022 as proxy
Envision Hospice	Thurston	2018	25	209.0	209.0							Third year 2020
Symbol Healthcare (Puget Sound Hospice)	Thurston	2019	6	209.0	209.0	19	209.0	209.0				Third year 2021
MultiCare Health	Thurston	2021	none	no CN yet	0.0	none	209.0	209.0	none	209.0	209.0	Third year 2023
Bristol Hospice	Thurston	2021	none	no CN yet	0.0	none	209.0	209.0	none	209.0	209.0	Third year 2023
EmpRes Healthcare Group	Whatcom	2020	none	209.0	209.0	26	209.0	209.0	65	209.0	209.0	Third year 2022

**Department of Health**  
**2023-2024 Hospice Numeric Need Methodology**  
*Hospice Capacity Admission Calculations*

0-64 Total Admissions by County				65+ Total Admissions by County				Actual Survey Admits				Actual Survey Admits				Count of Newly Approved Agencies			Default Adjustments			Adjusted Admits								
Sum of 0-64				Sum of 65+				Not Adjusted For Newly Approved All Agencies				Only Under Default 290(7)(b) Newly Approved Only				Only Under Default 290(7)(b) Newly Approved Only			Only Under Default 290(7)(b) Newly Approved Only			Includes Adjustment for 290(7)(b) Agencies All Agencies								
County	2020	2021	2022	County	2020	2021	2022	County	2020	2021	2022	County	2020	2021	2022	County	2020	2021	2022	2020	2021	2022	2020	2021	2022	County	2020	2021	2022	Average
Adams	4	4	4	Adams	48	36	36	Adams	52	40	40	Adams				Adams				-	-	-	Adams	52.00	40.00	40.00	44.00			
Asotin	24	9	6	Asotin	84	92	86	Asotin	108	101	92	Asotin				Asotin				-	-	-	Asotin	108.00	101.00	92.00	100.33			
Benton	132	107	137	Benton	973	830	993	Benton	1105	937	1130	Benton				Benton							Benton	1,105.00	937.00	1,130.00	1057.33			
Chelan	32	53	0	Chelan	421	686	490	Chelan	453	739	490	Chelan	0	0	0	Chelan	0	0	0	1	1	1	Chelan	662.00	948.00	699.00	769.67			
Clallam	24	24	18	Clallam	283	271	251	Clallam	307	295	269	Clallam	0	0	0	Clallam	0	0	0	1	1	-	Clallam	516.00	504.00	269.00	429.67			
Clark	297	308	313	Clark	2238	2464	2709	Clark	2535	2772	3022	Clark	0	18	0	Clark	0	18	0	1	1	-	Clark	2,744.00	2,963.00	3,022.00	2909.67			
Columbia	3	3	4	Columbia	50	31	18	Columbia	53	34	22	Columbia				Columbia				-	-	-	Columbia	53.00	34.00	22.00	36.33			
Cowlitz	94	116	75	Cowlitz	707	793	655	Cowlitz	801	909	730	Cowlitz				Cowlitz				-	-	-	Cowlitz	801.00	909.00	730.00	813.33			
Douglas	17	23	1	Douglas	170	227	633	Douglas	187	250	634	Douglas	0	0	0	Douglas	0	0	0	1	1	1	Douglas	396.00	459.00	843.00	566.00			
Ferry	3	6	4	Ferry	28	32	35	Ferry	31	38	39	Ferry				Ferry				-	-	-	Ferry	31.00	38.00	39.00	36.00			
Franklin	34	17	38	Franklin	194	134	157	Franklin	228	151	195	Franklin				Franklin				-	-	-	Franklin	228.00	151.00	195.00	191.33			
Garfield	3	0	1	Garfield	7	6	11	Garfield	10	6	12	Garfield				Garfield				-	-	-	Garfield	10.00	6.00	12.00	9.33			
Grant	40	27	30	Grant	254	230	230	Grant	294	257	260	Grant				Grant				-	-	-	Grant	294.00	257.00	260.00	270.33			
Grays Harbor	27	2	40	Grays Harbor	186	8	203	Grays Harbor	213	10	243	Grays Harbor	0	6	31	Grays Harbor	0	6	31	1	1	1	Grays Harbor	422.00	213.00	421.00	352.00			
Island	54	68	41	Island	375	450	419	Island	429	518	460	Island				Island				-	-	-	Island	429.00	518.00	460.00	469.00			
Jefferson	17	15	0	Jefferson	194	171	1	Jefferson	211	186	1	Jefferson				Jefferson				-	-	-	Jefferson	211.00	186.00	1.00	132.67			
King	889	812	796	King	7131	6592	6252	King	8020	7404	7048	King	77	74	0	King	77	74	0	6	6	5	King	9,197.00	8,584.00	8,093.00	8624.67			
Kitsap	96	389	57	Kitsap	921	704	690	Kitsap	1017	1093	747	Kitsap	0	61	0	Kitsap	0	61	0	1	1	1	Kitsap	1,226.00	1,241.00	956.00	1141.00			
Kittitas	12	15	8	Kittitas	157	115	148	Kittitas	169	130	156	Kittitas				Kittitas				-	-	-	Kittitas	169.00	130.00	156.00	151.67			
Klickitat	12	13	13	Klickitat	87	82	90	Klickitat	99	95	103	Klickitat				Klickitat				-	-	-	Klickitat	99.00	95.00	103.00	99.00			
Lewis	47	38	52	Lewis	401	421	402	Lewis	448	459	454	Lewis				Lewis				-	-	-	Lewis	448.00	459.00	454.00	453.67			
Lincoln	6	5	1	Lincoln	22	12	17	Lincoln	28	17	18	Lincoln				Lincoln				-	-	-	Lincoln	28.00	17.00	18.00	21.00			
Mason	43	37	28	Mason	263	347	329	Mason	306	384	357	Mason	0	0	100	Mason	0	0	100	1	1	1	Mason	515.00	593.00	466.00	524.67			
Okanogan	31	19	20	Okanogan	167	183	129	Okanogan	198	202	149	Okanogan				Okanogan				-	-	-	Okanogan	198.00	202.00	149.00	183.00			
Pacific	12	2	12	Pacific	69	2	99	Pacific	81	4	111	Pacific				Pacific				-	-	-	Pacific	81.00	4.00	111.00	65.33			
Pend Oreille	17	12	8	Pend Oreille	49	55	55	Pend Oreille	66	67	63	Pend Oreille				Pend Oreille				-	-	-	Pend Oreille	66.00	67.00	63.00	65.33			
Pierce	425	322	325	Pierce	2714	2310	3127	Pierce	3139	2632	3452	Pierce	38	173	41	Pierce	38	173	41	6	6	6	Pierce	4,355.00	3,713.00	4,665.00	4244.33			
San Juan	8	5	9	San Juan	89	95	91	San Juan	97	100	100	San Juan				San Juan				-	-	-	San Juan	97.00	100.00	100.00	99.00			
Skagit	70	85	67	Skagit	607	750	795	Skagit	677	835	862	Skagit				Skagit				-	-	-	Skagit	677.00	835.00	862.00	791.33			
Skamania	3	4	1	Skamania	37	38	42	Skamania	40	42	43	Skamania				Skamania				-	-	-	Skamania	40.00	42.00	43.00	41.67			
Snohomish	361	514	341	Snohomish	2636	3580	2794	Snohomish	2997	4094	3135	Snohomish	174	118	0	Snohomish	174	118	0	6	5	2	Snohomish	4,077.00	5,021.00	3,553.00	4217.00			
Spokane	362	368	388	Spokane	2648	2690	2504	Spokane	3010	3058	2892	Spokane	0	0	0	Spokane	0	0	0	1	1	1	Spokane	3,219.00	3,267.00	3,101.00	3195.67			
Stevens	21	31	16	Stevens	128	111	138	Stevens	149	142	154	Stevens				Stevens				-	-	-	Stevens	149.00	142.00	154.00	148.33			
Thurston	129	107	102	Thurston	1070	923	1137	Thurston	1199	1030	1239	Thurston	31	19	0	Thurston	31	19	0	4	3	2	Thurston	2,004.00	1,638.00	1,657.00	1766.33			
Wahkiakum	3	3	1	Wahkiakum	11	17	8	Wahkiakum	14	20	9	Wahkiakum				Wahkiakum				-	-	-	Wahkiakum	14.00	20.00	9.00	14.33			
Walla Walla	41	31	28	Walla Walla	242	243	256	Walla Walla	283	274	284	Walla Walla				Walla Walla				-	-	-	Walla Walla	283.00	274.00	284.00	280.33			
Whatcom	80	113	276	Whatcom	978	1054	2118	Whatcom	1058	1167	2394	Whatcom	0	26	65	Whatcom	0	26	65	1	1	1	Whatcom	1,267.00	1,350.00	2,538.00	1718.33			
Whitman	12	15	0	Whitman	128	175	8	Whitman	140	190	8	Whitman				Whitman				-	-	-	Whitman	140.00	190.00	8.00	112.67			
Yakima	195	161	116	Yakima	1190	925	676	Yakima	1385	1086	792	Yakima				Yakima				-	-	-	Yakima	1,385.00	1,086.00	792.00	1087.67			

35 ADC \* 365 days per year = 12,775 default patient days  
12,775 patient days/61.11 ALOS = 209.0 default admissions  
209.0 Default

blue = proxy for new agencies issued a CN in 2022, since no 2022 for historical

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

**Department of Health**  
**2023-2024 Hospice Numeric Need Methodology**  
*Survey Data*

Agency Name	License Number	County	Year	0-64	65+
Washington HomeCare and Hospice of Central Basin, LLC	IHS.FS.60092413	Adams	2022	4	36
Washington HomeCare and Hospice of Central Basin, LLC d/b/a Assured Hospice	IHS.FS.60092413	Adams	2020	4	48
Washington HomeCare and Hospice of Central Basin, LLC d/b/a Assured Hospice	IHS.FS.60092413	Adams	2021	4	36
Alpowa Healthcare Inc dba Elite Home Health and Hospice	IHS.FS.60384078	Asotin	2022	6	86
Alpowa Healthcare, Inc. d/b/a Elite Home Health & Hospice	IHS.FS.60384078	Asotin	2020	24	84
Alpowa Healthcare, Inc. d/b/a Elite Home Health & Hospice	IHS.FS.60384078	Asotin	2021	9	92
Chaplaincy Health Care	IHS.FS.00000456	Benton	2020	118	821
Heartlinks	IHS.FS.00000369	Benton	2020	14	152
Heartlinks	IHS.FS.00000369	Benton	2021	17	205
Heartlinks	IHS.FS.00000369	Benton	2022	14	198
Tri Cities Chaplaincy	IHS.FS.00000456	Benton	2021	90	625
Tri Cities Chaplaincy	IHS.FS.00000456	Benton	2022	123	795
Central Washington Home Care Service	IHS.FS.00000250	Chelan	2020	32	421
Central Washington Home Care Services	IHS.FS.00000250	Chelan	2021	53	686
Central Washington Home Care Services	IHS.FS.00000250	Chelan	2022	0	490
Enhabit Hospice	IHS.FS.61165576	Chelan	2021	0	0
Northwest Healthcare Alliance, Inc	IHS.FS.00000229	Clallam	2022	18	251
Northwest Healthcare Alliance, Inc. d/b/a Assured Home Health & Hospice	IHS.FS.00000229	Clallam	2020	24	283
Northwest Healthcare Alliance, Inc. d/b/a Assured Home Health & Hospice	IHS.FS.00000229	Clallam	2021	24	271
Olympic Medical Hospice	IHS.FS.00000393	Clallam	2020	0	0
Olympic Medical Hospice	IHS.FS.00000393	Clallam	2021	0	0
Community Health & Hospice	IHS.FS.60547198	Clark	2022	46	329
Community Home Health & Hospice	IHS.FS.00000262	Clark	2022	46	329
Community Home Health/Hospice	IHS.FS.60547198	Clark	2020	61	430
Community Home Health/Hospice	IHS.FS.60547198	Clark	2021	57	425
HEART OF HOSPICE	IHS.FS.60741443	Clark	2020	0	3
HEART OF HOSPICE	IHS.FS.60741443	Clark	2021	0	0
Kaiser Permanente	IHS.FS.00000353	Clark	2021	37	408
Kaiser Permanente Continuing Care Services	IHS.FS.00000353	Clark	2020	42	433
Kaiser Permanente Continuing Care Services	IHS.FS.00000353	Clark	2022	27	271
PeaceHealth Hospice Southwest	IHS.FS.60331226	Clark	2020	194	1372
PeaceHealth Hospice Southwest	IHS.FS.60331226	Clark	2022	167	1524
PeaceHealth Hospice Southwest	IHS.FS.60331226	Clark	2021	213	1614
Providence Hospice	IHS.FS.60201476	Clark	2020	0	0
Providence Hospice	IHS.FS.60201476	Clark	2021	1	17
Providence Hospice	IHS.FS.60201476	Clark	2022	27	256
Walla Walla Community Hospice	IHS.FS.60480441	Columbia	2020	3	50
Walla Walla Community Hospice	IHS.FS.60480441	Columbia	2021	3	31
Walla Walla Community Hospice	IHS.FS.60480441	Columbia	2022	4	18
Community Home Health & Hospice	IHS.FS.00000262	Cowlitz	2022	42	411
Community Home Health/Hospice	IHS.FS.00000262	Cowlitz	2020	78	616
Community Home Health/Hospice	IHS.FS.00000262	Cowlitz	2021	73	558
Kaiser Permanente	IHS.FS.00000353	Cowlitz	2021	4	7
Kaiser Permanente Continuing Care Services	IHS.FS.00000353	Cowlitz	2022	2	17
PeaceHealth Hospice Southwest	IHS.FS.60331226	Cowlitz	2020	16	91
PeaceHealth Hospice Southwest	IHS.FS.60331226	Cowlitz	2022	31	227
PeaceHealth Southwest Hospice	IHS.FS.60331226	Cowlitz	2021	39	228
Central Washington Home Care Service	IHS.FS.00000250	Douglas	2020	13	159
Central Washington Home Care Services	IHS.FS.00000250	Douglas	2021	19	209
Central Washington Home Care Services	IHS.FS.00000250	Douglas	2022	0	630
Enhabit Hospice	IHS.FS.61165576	Douglas	2021	4	18
Enhabit Hospice	IHS.FS.61165576	Douglas	2022	1	3
Frontier Home Health & Hospice	IHS.FS.60379608	Douglas	2020	4	11
Enhabit Hospice	IHS.FS.61165576	Ferry	2021	0	0
Hospice of Spokane	IHS.FS.00000337	Ferry	2020	3	28
Hospice of Spokane	IHS.FS.00000337	Ferry	2021	6	32
Hospice of Spokane	IHS.FS.00000337	Ferry	2022	4	35
Chaplaincy Health Care	IHS.FS.00000369	Franklin	2020	30	192
Heartlinks	IHS.FS.00000369	Franklin	2020	4	2
Heartlinks	IHS.FS.00000369	Franklin	2021	1	9
Heartlinks	IHS.FS.00000369	Franklin	2022	0	6
Tri Cities Chaplaincy	IHS.FS.00000456	Franklin	2021	16	125
Tri Cities Chaplaincy	IHS.FS.00000456	Franklin	2022	38	151
Alpowa Healthcare Inc dba Elite Home Health and Hospice	IHS.FS.60384078	Garfield	2022	1	11
Alpowa Healthcare, Inc. d/b/a Elite Home Health & Hospice	IHS.FS.60384078	Garfield	2020	3	7
Alpowa Healthcare, Inc. d/b/a Elite Home Health & Hospice	IHS.FS.60384078	Garfield	2021	0	6
Enhabit Hospice	IHS.FS.61165576	Grant	2021	2	5
Enhabit Hospice	IHS.FS.61165576	Grant	2022	1	10
Frontier Home Health & Hospice	IHS.FS.60379608	Grant	2020	0	3
Washington HomeCare and Hospice of Central Basin, LLC	IHS.FS.60092413	Grant	2022	29	220
Washington HomeCare and Hospice of Central Basin, LLC d/b/a Assured Hospice	IHS.FS.60092413	Grant	2020	40	251

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Agency Name	License Number	County	Year	0-64	65+
Washington HomeCare and Hospice of Central Basin, LLC d/b/a Assured Hospice	IHS.FS.60092413	Grant	2021	25	225
Harbors Home Health & Hospice	IHS.FS.00000306	Grays Harbor	2021	2	2
Harbors Home Health & Hospice	IHS.FS.00000306	Grays Harbor	2022	40	172
Harbors Home Health and Hospice	IHS.FS.00000306	Grays Harbor	2020	27	186
Puget Sound Hospice	IHS.FS.61032138	Grays Harbor	2021	0	6
Puget Sound Hospice	IHS.FS.61032138	Grays Harbor	2022	0	31
EvergreenHealth	IHS.FS.00000278	Island	2020	0	6
EvergreenHealth	IHS.FS.00000278	Island	2021	0	4
EvergreenHealth	IHS.FS.00000278	Island	2022	0	4
Providence Hospice & Homecare of Snohomish County	IHS.FS.00000418	Island	2022	3	29
Providence Hospice and Home Care of Snohomish County	IHS.FS.00000418	Island	2020	5	36
Providence Hospice Snohomish	IHS.FS.00000418	Island	2021	7	36
Skagit Hospice Services dba Hospice of the Northwest	IHS.FS.00000437	Island	2020	20	81
Skagit Hospice Services dba Hospice of the Northwest	IHS.FS.00000437	Island	2021	22	111
Skagit Hospice Services dba Hospice of the Northwest	IHS.FS.00000437	Island	2022	16	132
WhidbeyHealth Hospice	IHS.FS.00000323	Island	2020	29	252
WhidbeyHealth Hospice	IHS.FS.00000323	Island	2021	39	299
WhidbeyHealth Hospice	IHS.FS.00000323	Island	2022	22	254
Hospice of Jefferson County	IHS.FS.00000349	Jefferson	2020	17	178
Hospice of Jefferson County	IHS.FS.00000349	Jefferson	2021	14	162
Northwest Healthcare Alliance, Inc	IHS.FS.00000229	Jefferson	2022	0	1
Northwest Healthcare Alliance, Inc. d/b/a Assured Home Health & Hospice	IHS.FS.00000229	Jefferson	2020	0	16
Northwest Healthcare Alliance, Inc. d/b/a Assured Home Health & Hospice	IHS.FS.00000229	Jefferson	2021	1	9
Caroline Kline Galland	IHS.FS.60103742	King	2022	39	472
Continuum Care of King LLC	IHS.FS.61058934	King	2020	0	0
Continuum Care of King LLC	IHS.FS.61058934	King	2021	0	0
Continuum Care of Snohomish	IHS.FS.61010090	King	2020	2	40
Continuum Care of Snohomish	IHS.FS.61010090	King	2022	17	452
Continuum Care of Snohomish, LLC	IHS.FS.61010090	King	2021	9	309
Envision Hospice of Washington LLC	IHS.FS.60952486	King	2020	1	76
Envision Hospice of Washington, LLC	IHS.FS.60952486	King	2021	1	73
Envision Hospice of Washington, LLC	IHS.FS.60952486	King	2022	3	69
EvergreenHealth	IHS.FS.00000278	King	2020	316	2451
EvergreenHealth	IHS.FS.00000278	King	2021	259	2082
EvergreenHealth	IHS.FS.00000278	King	2022	320	2379
Franciscan Hospice and Palliative Care	IHS.FS.00000287	King	2021	31	387
Franciscan Hospice and Palliative Care	IHS.FS.00000287	King	2022	30	405
Kaiser Permanente Home Health & Hospice	IHS.FS.00000305	King	2020	49	446
Kaiser Permanente Home Health & Hospice	IHS.FS.00000305	King	2021	42	281
Kindred Hospice	IHS.FS.60330209	King	2020	9	200
Kline Galland Hospice	IHS.FS.60103742	King	2020	83	896
Kline Galland Hospice	IHS.FS.60103742	King	2021	46	410
Multicare Home Health, Hospice	IHS.FS.60639376	King	2020	36	137
Multicare Hospice	IHS.FS.60639376	King	2021	21	141
Multicare Hospice	IHS.FS.60639376	King	2022	23	100
Odyssey HealthCare Operating B, LP	IHS.FS.60330209	King	2021	1	116
Odyssey HealthCare Operating B, LP	IHS.FS.60330209	King	2022	1	67
Providence Hospice of Seattle	IHS.FS.00000336	King	2020	338	2059
Providence Hospice of Seattle	IHS.FS.00000336	King	2021	402	2664
Providence Hospice of Seattle	IHS.FS.00000336	King	2022	361	2215
Virginia Mason Franciscan Hospice & Palliative Care	IHS.FS.00000287	King	2020	52	716
Wesley Homes Hospice, LLC	IHS.FS.60276500	King	2020	3	110
Wesley Homes Hospice, LLC	IHS.FS.60276500	King	2021	4	129
Wesley Homes Hospice, LLC	IHS.FS.60276500	King	2022	2	93
Y. B. G. Healthcare LLC DBA Heart and Soul Hospice	IHS.FS.61379202	King	2022	0	0
Envision Hospice of Washington LLC	IHS.FS.60952486	Kitsap	2020	0	0
Envision Hospice of Washington, LLC	IHS.FS.60952486	Kitsap	2021	6	55
Envision Hospice of Washington, LLC	IHS.FS.60952486	Kitsap	2022	3	117
Franciscan Hospice and Palliative Care	IHS.FS.00000287	Kitsap	2021	356	371
Franciscan Hospice and Palliative Care	IHS.FS.00000287	Kitsap	2022	30	405
Kaiser Permanente Home Health & Hospice	IHS.FS.00000305	Kitsap	2020	13	114
Kaiser Permanente Home Health & Hospice	IHS.FS.00000305	Kitsap	2021	11	138
Multicare Home Health, Hospice	IHS.FS.60639376	Kitsap	2020	12	126
Multicare Hospice	IHS.FS.60639376	Kitsap	2021	16	140
Multicare Hospice	IHS.FS.60639376	Kitsap	2022	24	168
Virginia Mason Franciscan Hospice & Palliative Care	IHS.FS.00000287	Kitsap	2020	71	681
Kitittas Valley Healthcare Hospice	IHS.FS.00000320	Kitittas	2021	15	115
Kitittas Valley Home Health and Hospice	IHS.FS.00000320	Kitittas	2020	12	157
Kitittas Valley Home Health and Hospice	IHS.FS.00000320	Kitittas	2022	8	148
HEART OF HOSPICE	IHS.FS.60741443	Klickitat	2021	2	21
HEART OF HOSPICE	IHS.FS.60741443	Klickitat	2021	3	20
Inspiring Hospice Partners of Oregon, LLC	IHS.FS.60741443	Klickitat	2022	5	20

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Agency Name	License Number	County	Year	0-64	65+
Klickitat Valley Health - Hospice	IHS.FS.00000361	Klickitat	2021	3	28
Klickitat Valley Health Home Health & Hospice	IHS.FS.00000361	Klickitat	2020	4	38
Klickitat Valley Health Home Health & Hospice	IHS.FS.00000361	Klickitat	2022	5	44
Providence Hospice	IHS.FS.60201476	Klickitat	2020	6	28
Providence Hospice	IHS.FS.60201476	Klickitat	2021	7	34
Providence Hospice	IHS.FS.60201476	Klickitat	2022	3	26
Northwest Healthcare Alliance, Inc	IHS.FS.00000229	Lewis	2022	21	247
Northwest Healthcare Alliance, Inc. d/b/a Assured Home Health & Hospice	IHS.FS.00000229	Lewis	2020	15	226
Northwest Healthcare Alliance, Inc. d/b/a Assured Home Health & Hospice	IHS.FS.00000229	Lewis	2021	19	221
Northwest Healthcare Alliance, Inc. d/b/a Assured Home Health & Hospice	IHS.FS.00000420	Lewis	2020	32	175
Providence Sound HomeCare and Hospice	IHS.FS.00000420	Lewis	2021	19	200
Providence Sound HomeCare and Hospice	IHS.FS.00000420	Lewis	2022	31	155
Enhabit Hospice	IHS.FS.61165576	Lincoln	2021	0	0
Hospice of Spokane	IHS.FS.00000337	Lincoln	2020	1	1
Hospice of Spokane	IHS.FS.00000337	Lincoln	2021	1	2
Hospice of Spokane	IHS.FS.00000337	Lincoln	2022	0	1
Washington HomeCare and Hospice of Central Basin, LLC	IHS.FS.60092413	Lincoln	2022	1	16
Washington HomeCare and Hospice of Central Basin, LLC d/b/a Assured Hospice	IHS.FS.60092413	Lincoln	2020	5	21
Washington HomeCare and Hospice of Central Basin, LLC d/b/a Assured Hospice	IHS.FS.60092413	Lincoln	2021	4	10
Northwest Healthcare Alliance, Inc	IHS.FS.00000229	Mason	2022	5	53
Northwest Healthcare Alliance, Inc. d/b/a Assured Home Health & Hospice	IHS.FS.00000229	Mason	2020	8	70
Northwest Healthcare Alliance, Inc. d/b/a Assured Home Health & Hospice	IHS.FS.00000229	Mason	2021	12	47
Providence Sound HomeCare and Hospice	IHS.FS.00000420	Mason	2020	35	193
Providence Sound HomeCare and Hospice	IHS.FS.00000420	Mason	2021	25	300
Providence Sound HomeCare and Hospice	IHS.FS.00000420	Mason	2022	23	176
Puget Sound Hospice	IHS.FS.61032138	Mason	2021	0	0
Puget Sound Hospice	IHS.FS.61032138	Mason	2022	0	100
Enhabit Hospice	IHS.FS.61165576	Okanogan	2021	19	183
Enhabit Hospice	IHS.FS.61165576	Okanogan	2022	20	129
Frontier Home Health & Hospice	IHS.FS.60379608	Okanogan	2020	30	167
Community Home Health/Hospice	IHS.FS.00000337	Okanogan	2020	1	0
Harbor's Home Health & Hospice	IHS.FS.00000306	Pacific	2021	2	9
Harbor's Home Health & Hospice	IHS.FS.00000306	Pacific	2022	12	66
Harbor's Home Health and Hospice	IHS.FS.00000306	Pacific	2020	11	55
Hospice of Spokane	IHS.FS.00000337	Pend Oreille	2020	8	55
Hospice of Spokane	IHS.FS.00000337	Pend Oreille	2022	17	49
Continuum Care of Snohomish	IHS.FS.61010090	Pierce	2021	12	55
Envision Hospice of Washington LLC	IHS.FS.60952486	Pierce	2020	1	20
Envision Hospice of Washington, LLC	IHS.FS.60952486	Pierce	2020	8	113
Envision Hospice of Washington, LLC	IHS.FS.60952486	Pierce	2021	8	113
Franscan Hospice and Palliative Care	IHS.FS.00000287	Pierce	2022	1	84
Franscan Hospice and Palliative Care	IHS.FS.00000287	Pierce	2021	141	1081
Kaiser Permanente Home Health & Hospice	IHS.FS.00000305	Pierce	2022	136	2118
Kaiser Permanente Home Health & Hospice	IHS.FS.00000305	Pierce	2020	30	181
Kaiser Permanente Home Health & Hospice	IHS.FS.00000305	Pierce	2021	21	181
Multicare Home Health, Hospice	IHS.FS.60639376	Pierce	2020	161	866
Multicare Hospice	IHS.FS.60639376	Pierce	2021	145	914
Multicare Hospice	IHS.FS.60639376	Pierce	2022	156	818
Northwest Healthcare Alliance, Inc. d/b/a Assured Home Health & Hospice	IHS.FS.00000229	Pierce	2020	0	1
Northwest Healthcare Alliance, Inc. d/b/a Assured Home Health & Hospice	IHS.FS.00000229	Pierce	2021	0	1
Providence Hospice of Seattle	IHS.FS.00000336	Pierce	2021	1	1
Providence Hospice of Seattle	IHS.FS.00000336	Pierce	2022	31	67
Puget Sound Hospice	IHS.FS.61032138	Pierce	2021	0	0
Puget Sound Hospice	IHS.FS.61032138	Pierce	2020	232	1630
Wesley Homes Hospice & Palliative Care	IHS.FS.60276500	Pierce	2020	1	16
Wesley Homes Hospice, LLC	IHS.FS.60276500	Pierce	2021	6	44
Wesley Homes Hospice, LLC	IHS.FS.60276500	Pierce	2022	1	40
Skagit Hospice Services dba Hospice of the Northwest	IHS.FS.00000437	San Juan	2020	8	89
Skagit Hospice Services dba Hospice of the Northwest	IHS.FS.00000437	San Juan	2021	5	95
Skagit Hospice Services dba Hospice of the Northwest	IHS.FS.00000437	San Juan	2022	9	91
Eden Hospice at Whatcom County, LLC	IHS.FS.61117985	Skagit	2021	0	1
Eden Hospice at Whatcom County, LLC	IHS.FS.61117985	Skagit	2022	1	42
Skagit Hospice Services dba Hospice of the Northwest	IHS.FS.00000437	Skagit	2020	70	607
Skagit Hospice Services dba Hospice of the Northwest	IHS.FS.00000437	Skagit	2021	85	749
Skagit Hospice Services dba Hospice of the Northwest	IHS.FS.00000437	Skagit	2022	66	753
HEART OF HOSPICE	IHS.FS.60741443	Skamania	2020	2	18
HEART OF HOSPICE	IHS.FS.60741443	Skamania	2021	2	22
Inspiring Hospice Partners of Oregon, LLC	IHS.FS.60741443	Skamania	2022	0	21
PeaceHealth Hospice Southwest	IHS.FS.60331226	Skamania	2020	0	3
PeaceHealth Hospice Southwest	IHS.FS.60331226	Skamania	2022	0	3
PeaceHealth Southwest Hospice	IHS.FS.60331226	Skamania	2021	0	1



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Agency Name	License Number	County	Year	0-64	65+
Providence Hospice	IHS.FS.60201476	Skamania	2020	1	16
Providence Hospice	IHS.FS.60201476	Skamania	2021	2	15
Providence Hospice	IHS.FS.60201476	Skamania	2022	1	18
Alpha Hospice	IHS.FS.61032013	Snohomish	2020	1	30
Alpha Hospice	IHS.FS.61032013	Snohomish	2021	6	111
Alpha Hospice	IHS.FS.61032013	Snohomish	2022	7	162
Continuum Care of Snohomish	IHS.FS.61010090	Snohomish	2020	12	131
Continuum Care of Snohomish	IHS.FS.61010090	Snohomish	2022	30	406
Continuum Care of Snohomish, LLC	IHS.FS.61010090	Snohomish	2021	36	306
Envision Hospice of Washington LLC	IHS.FS.60952486	Snohomish	2020	0	0
Envision Hospice of Washington LLC	IHS.FS.60952486	Snohomish	2021	0	1
EvergreenHealth	IHS.FS.00000278	Snohomish	2020	70	672
EvergreenHealth	IHS.FS.00000278	Snohomish	2021	67	627
EvergreenHealth	IHS.FS.00000278	Snohomish	2022	68	642
HEART OF HOSPICE	IHS.FS.60741443	Snohomish	2020	0	0
HEART OF HOSPICE	IHS.FS.60741443	Snohomish	2021	0	0
Inspiring Hospice Partners of Oregon, LLC	IHS.FS.60741443	Snohomish	2022	1	42
Kaiser Permanente Home Health & Hospice	IHS.FS.00000305	Snohomish	2020	3	84
Kaiser Permanente Home Health & Hospice	IHS.FS.00000305	Snohomish	2021	5	63
Providence Hospice & Homecare of Snohomish County	IHS.FS.00000418	Snohomish	2022	220	1396
Providence Hospice and Home Care of Snohomish County	IHS.FS.00000418	Snohomish	2020	267	1645
Providence Hospice of Seattle	IHS.FS.00000336	Snohomish	2020	0	0
Providence Hospice Snohomish	IHS.FS.00000418	Snohomish	2021	387	2378
Skagit Hospice Services dba Hospice of the Northwest	IHS.FS.00000437	Snohomish	2020	8	74
Skagit Hospice Services dba Hospice of the Northwest	IHS.FS.00000437	Snohomish	2021	13	94
Skagit Hospice Services dba Hospice of the Northwest	IHS.FS.00000437	Snohomish	2022	15	146
Gentiva Hospice	IHS.FS.60308060	Spokane	2022	106	198
Horizon Hospice	IHS.FS.00000332	Spokane	2021	36	520
Horizon Hospice & Palliative Care	IHS.FS.00000332	Spokane	2020	28	456
Horizon Hospice & Palliative Care	IHS.FS.00000332	Spokane	2022	46	633
Hospice of Spokane	IHS.FS.00000337	Spokane	2020	302	1895
Hospice of Spokane	IHS.FS.00000337	Spokane	2021	317	1899
Hospice of Spokane	IHS.FS.00000337	Spokane	2022	236	1673
Kindred Hospice	IHS.FS.60308060	Spokane	2020	32	297
Odyssey HealthCare Operating B, LP	IHS.FS.60308060	Spokane	2021	15	271
Hospice of Spokane	IHS.FS.00000337	Stevens	2020	21	128
Hospice of Spokane	IHS.FS.00000337	Stevens	2021	31	111
Hospice of Spokane	IHS.FS.00000337	Stevens	2022	16	138
Bristol Hospice - Thurston, LLC	IHS.FS.61211200	Thurston	2021	0	0
Envision Hospice of Washington LLC	IHS.FS.60952486	Thurston	2021	1	22
Envision Hospice of Washington, LLC	IHS.FS.60952486	Thurston	2022	2	39
Envision Hospice of Washington, LLC	IHS.FS.60952486	Thurston	2022	2	39
Northwest Healthcare Alliance, Inc	IHS.FS.00000229	Thurston	2022	24	363
Northwest Healthcare Alliance, Inc. d/b/a Assured Home Health & Hospice	IHS.FS.00000229	Thurston	2020	22	268
Northwest Healthcare Alliance, Inc. d/b/a Assured Home Health & Hospice	IHS.FS.00000229	Thurston	2021	31	282
Providence Sound HomeCare and Hospice	IHS.FS.00000420	Thurston	2020	106	772
Providence Sound HomeCare and Hospice	IHS.FS.00000420	Thurston	2021	75	600
Providence Sound HomeCare and Hospice	IHS.FS.00000420	Thurston	2022	76	725
Puget Sound Hospice	IHS.FS.61032138	Thurston	2020	0	6
Puget Sound Hospice	IHS.FS.61032138	Thurston	2021	0	19
Puget Sound Hospice	IHS.FS.61032138	Thurston	2022	0	10
Community Home Health & Hospice	IHS.FS.00000262	Wahkiakum	2022	1	2
Community Home Health/Hospice	IHS.FS.00000262	Wahkiakum	2020	3	11
Community Home Health/Hospice	IHS.FS.00000262	Wahkiakum	2021	1	14
PeaceHealth Southwest	IHS.FS.60331226	Wahkiakum	2022	0	6
PeaceHealth Southwest Hospice	IHS.FS.60331226	Wahkiakum	2021	2	3
Tri-Cities Chaplaincy	IHS.FS.00000456	Walla Walla	2022	0	8
Walla Walla Community Hospice	IHS.FS.60480441	Walla Walla	2020	41	242
Walla Walla Community Hospice	IHS.FS.60480441	Walla Walla	2021	31	243
Walla Walla Community Hospice	IHS.FS.60480441	Walla Walla	2022	28	248
Eden Hospice at Whatcom County	IHS.FS.61117985	Whatcom	2021	2	24
Eden Hospice at Whatcom County, LLC	IHS.FS.61117985	Whatcom	2020	0	0
Whatcom Hospice	IHS.FS.00000471	Whatcom	2021	111	1030
Whatcom Hospice	IHS.FS.00000471	Whatcom	2022	139	1025
Whatcom Hospice	IHS.FS.00000471	Whatcom	2020	80	978
Whatcom Hospice	IHS.FS.61117985	Whatcom	2022	3	62
Eden Hospice at Whatcom County, LLC	IHS.FS.61214897	Whatcom	2022	134	1031
PeaceHealth Whatcom Hospice	IHS.FS.60384078	Whitman	2022	0	8
Alpowa Healthcare Inc dba Elite Home Health and Hospice	IHS.FS.00000337	Whitman	2020	0	1
Hospice of Spokane	IHS.FS.60308060	Whitman	2021	12	127
Kindred Hospice	IHS.FS.60308060	Whitman	2020	15	175
Odyssey HealthCare Operating B, LP	IHS.FS.60097245	Yakima	2021	3	52
Astria Hospice	IHS.FS.60097245	Yakima	2021	3	52

**Department of Health**  
**2023-2024 Hospice Numeric Need Methodology**  
*Survey Data*

Agency Name	License Number	County	Year	0-64	65+
Astria Hospice	IHS.FS.60097245	Yakima	2020	0	56
Heartlinks	IHS.FS.00000369	Yakima	2020	20	181
Heartlinks	IHS.FS.00000369	Yakima	2021	15	224
Heartlinks	IHS.FS.00000369	Yakima	2022	25	204
Memorial Home Care Services	IHS.FS.00000376	Yakima	2020	175	953
Memorial Home Care Services	IHS.FS.00000376	Yakima	2021	143	649

**Department of Health**  
**2023-2024 Hospice Numeric Need Methodology**  
*Preliminary Death Data Updated September 22, 2023*

County	0-64				65+	
	2020	2021	2022	2020	2021	
ADAMS	20	23	25	59	92	
ASOTIN	56	43	45	186	188	
BENTON	555	536	566	1522	1610	
CHELAN	224	256	225	785	870	
CLALLAM	195	185	179	777	906	
CLARK	1043	1078	1002	3205	3705	
COLUMBIA	7	11	12	43	43	
COWWITZ	314	401	311	968	1100	
DOUGLAS	42	45	45	160	174	
FERRY	19	21	22	58	63	
FRANKLIN	100	110	79	263	261	
GARFIELD	5	4	2	11	24	
GRANT	186	208	190	455	523	
GRAYS HARBOR	209	236	223	558	590	
ISLAND	110	116	117	505	504	
JEFFERSON	68	54	59	273	295	
KING	4456	4892	4902	11186	11896	
KITSAP	454	489	462	1714	1832	
KITTITAS	78	88	78	241	241	
KLICHTAT	42	50	50	113	164	
LEWIS	205	186	191	653	723	
LINCOLN	15	24	24	75	76	
MASSON	143	168	152	408	461	
OKANOGAN	88	92	106	277	324	
PACIFIC	55	59	69	177	239	
PEND OREILLE	41	55	44	101	119	
PIERCE	2364	2574	2518	5608	6264	
SAN JUAN	18	24	12	94	91	
SKAGIT	269	334	258	1068	1190	
SKAMANIA	26	25	20	47	56	
SNOHOMISH	1587	1563	1468	4278	4478	
SPOKANE	1634	1842	1603	4322	4810	
STEVENS	86	114	107	248	304	
THURSTON	628	763	709	2007	2285	
WAHAKIUM	10	7	9	18	25	
WALLA WALLA	150	138	157	522	595	
WHATCOM	457	443	467	1481	1674	
WHITMAN	51	59	65	226	278	
YAKIMA	653	699	628	1675	1644	

**Department of Health**  
**2023-2024 Hospice Numeric Need Methodology**  
*0-64 Population Projection*

County	2020-2022											Average Population
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	
Adams	17,637	17,768	17,899	18,029	18,160	18,015	18,199	18,382	18,565	18,748	18,931	18,199
Asotin	16,969	16,906	16,842	16,779	16,715	16,822	16,706	16,591	16,475	16,360	16,244	16,706
Benton	162,262	163,693	165,123	166,554	167,984	174,308	175,851	177,393	178,935	180,477	182,019	175,851
Chelan	61,284	61,520	61,755	61,991	62,227	62,829	62,907	62,984	63,062	63,139	63,217	62,907
Clallam	52,716	52,661	52,605	52,550	52,494	52,094	52,247	52,399	52,552	52,704	52,857	52,247
Clark	387,296	393,291	399,287	405,282	411,278	420,628	424,857	429,086	433,316	437,545	441,774	424,857
Columbia	2,988	2,947	2,905	2,863	2,822	2,812	2,763	2,713	2,664	2,615	2,566	2,763
Cowlitz	85,417	85,517	85,617	85,717	85,817	87,848	87,937	88,027	88,116	88,206	88,295	87,937
Douglas	33,540	33,938	34,335	34,732	35,130	35,255	35,378	35,501	35,624	35,746	35,869	35,378
Ferry	5,834	5,782	5,731	5,680	5,628	5,208	5,127	5,047	4,967	4,886	4,806	5,127
Franklin	79,651	81,742	83,832	85,922	88,012	87,500	88,772	90,044	91,315	92,587	93,859	88,772
Garfield	1,665	1,644	1,623	1,602	1,581	1,570	1,570	1,570	1,569	1,569	1,569	1,570
Grant	81,535	82,660	83,784	84,909	86,033	85,007	85,596	86,185	86,774	87,363	87,952	85,596
Grays Harbor	59,105	58,675	58,246	57,817	57,387	58,396	58,092	57,788	57,484	57,179	56,875	58,092
Island	62,514	62,664	62,814	62,964	63,114	63,633	63,840	64,048	64,256	64,464	64,672	63,840
Jefferson	20,636	20,653	20,670	20,688	20,705	20,345	20,269	20,192	20,116	20,040	19,964	20,269
King	1,798,581	1,820,215	1,841,848	1,863,482	1,885,115	1,964,992	1,974,586	1,984,180	1,993,774	2,003,368	2,012,962	1,974,586
Kitsap	212,548	214,045	215,543	217,040	218,538	222,540	222,587	222,634	222,681	222,729	222,776	222,587
Kittitas	36,206	36,768	37,330	37,892	38,453	38,168	38,539	38,910	39,282	39,653	40,024	38,539
Klickitat	16,208	16,082	15,955	15,828	15,702	17,332	17,217	17,103	16,988	16,874	16,759	17,217
Lewis	61,494	61,796	62,097	62,398	62,700	63,604	63,811	64,018	64,225	64,432	64,639	63,811
Lincoln	8,101	8,042	7,982	7,923	7,864	7,814	7,804	7,794	7,785	7,775	7,765	7,804
Mason	48,672	49,162	49,652	50,142	50,632	49,799	49,998	50,196	50,395	50,594	50,793	49,998
Okanogan	33,087	32,906	32,726	32,545	32,364	32,082	31,910	31,737	31,564	31,392	31,219	31,910
Pacific	15,115	14,972	14,830	14,688	14,545	15,581	15,523	15,464	15,405	15,346	15,287	15,523
Pend Oreil	10,045	9,998	9,952	9,905	9,859	9,718	9,660	9,602	9,543	9,485	9,427	9,660
Pierce	721,137	729,937	738,738	747,538	756,339	786,960	790,591	794,221	797,852	801,483	805,114	790,591
San Juan	11,305	11,194	11,084	10,974	10,863	11,697	11,682	11,668	11,654	11,640	11,626	11,682
Skagit	97,885	98,616	99,346	100,076	100,807	100,150	100,574	100,998	101,422	101,846	102,270	100,574
Skamania	9,272	9,266	9,260	9,254	9,248	9,366	9,243	9,121	8,998	8,875	8,752	9,243
Snohomish	661,812	672,806	683,800	694,793	705,787	708,361	712,731	717,100	721,470	725,839	730,209	712,731
Spokane	414,493	416,684	418,875	421,066	423,256	446,453	447,909	449,365	450,821	452,277	453,733	447,909
Stevens	34,576	34,459	34,343	34,226	34,109	36,029	35,790	35,550	35,311	35,071	34,832	35,790
Thurston	224,951	228,261	231,571	234,880	238,190	240,351	242,356	244,360	246,365	248,369	250,374	242,356
Wahkiakur	2,726	2,669	2,612	2,555	2,498	2,957	2,943	2,930	2,917	2,903	2,890	2,943
Walla Wall	49,893	50,111	50,328	50,546	50,763	50,358	50,364	50,370	50,376	50,382	50,388	50,364
Whatcom	175,840	178,234	180,629	183,023	185,418	184,193	185,493	186,794	188,095	189,395	190,696	185,493
Whitman	42,880	42,965	43,051	43,137	43,222	42,475	42,489	42,503	42,517	42,531	42,545	42,489
Yakima	215,882	217,605	219,328	221,051	222,774	219,274	219,628	219,982	220,336	220,690	221,044	219,628

Sources:  
Self-Report Provider Utilization Surveys for Years 2020-2022  
Vital Statistics Death Data for Years 2020-2022  
Prepared by DOH Program Staff

**Department of Health**  
**2023-2024 Hospice Numeric Need Methodology**  
*65+ Population Projection*

County	2020-2022											Average Population
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	
Adams	1,773	1,887	2,000	2,114	2,227	2,598	2,605	2,613	2,621	2,629	2,637	2,605
Asotin	5,041	5,233	5,426	5,619	5,812	5,463	5,673	5,884	6,094	6,305	6,515	5,673
Benton	26,328	27,492	28,657	29,821	30,986	32,565	33,826	35,088	36,349	37,611	38,872	33,826
Chelan	13,746	14,279	14,811	15,343	15,876	16,312	16,903	17,494	18,085	18,677	19,268	16,903
Clallam	19,934	20,401	20,867	21,334	21,800	25,061	25,369	25,678	25,986	26,295	26,603	25,369
Clark	64,524	68,044	71,564	75,085	78,605	82,683	86,493	90,303	94,113	97,923	101,733	86,493
Columbia	1,102	1,135	1,169	1,202	1,236	1,140	1,170	1,200	1,229	1,259	1,289	1,170
Cowlitz	18,863	19,684	20,505	21,326	22,148	22,882	23,471	24,060	24,649	25,237	25,826	23,471
Douglas	6,450	6,831	7,213	7,595	7,976	7,683	8,039	8,396	8,752	9,109	9,465	8,039
Ferry	1,876	1,949	2,022	2,095	2,168	1,970	2,058	2,147	2,235	2,323	2,411	2,058
Franklin	7,499	7,921	8,343	8,765	9,188	9,249	9,795	10,341	10,887	11,433	11,979	9,795
Garfield	595	607	620	633	645	716	711	706	700	695	690	711
Grant	12,395	13,011	13,628	14,244	14,861	14,116	14,729	15,343	15,957	16,571	17,185	14,729
Grays Hart	14,005	14,535	15,064	15,594	16,123	17,240	17,700	18,161	18,621	19,082	19,542	17,700
Island	18,086	18,625	19,163	19,701	20,239	23,224	23,676	24,127	24,579	25,030	25,482	23,676
Jefferson	10,244	10,580	10,916	11,252	11,588	12,632	13,029	13,427	13,824	14,221	14,618	13,029
King	254,219	268,307	282,395	296,484	310,572	304,683	316,701	328,719	340,737	352,755	364,773	316,701
Kitsap	45,652	47,697	49,743	51,788	53,833	53,071	55,150	57,228	59,307	61,385	63,464	55,150
Kittitas	6,464	6,760	7,055	7,351	7,647	8,300	8,482	8,664	8,846	9,028	9,210	8,482
Klickitat	4,792	5,051	5,310	5,570	5,829	5,403	5,695	5,987	6,280	6,572	6,864	5,695
Lewis	15,166	15,576	15,987	16,398	16,808	18,545	18,899	19,253	19,608	19,962	20,316	18,899
Lincoln	2,619	2,687	2,755	2,823	2,891	3,062	3,116	3,169	3,223	3,276	3,330	3,116
Mason	13,528	14,123	14,717	15,311	15,905	15,927	16,436	16,945	17,453	17,962	18,471	16,436
Okanogan	8,773	9,198	9,624	10,050	10,475	10,022	10,353	10,685	11,017	11,348	11,680	10,353
Pacific	6,095	6,258	6,421	6,584	6,747	7,784	7,971	8,159	8,347	8,534	8,722	7,971
Pend Oreil	3,195	3,378	3,560	3,742	3,925	3,683	3,845	4,007	4,170	4,332	4,494	3,845
Pierce	108,983	114,409	119,836	125,262	130,688	133,433	139,235	145,038	150,840	156,642	162,444	139,235
San Juan	4,876	5,099	5,322	5,545	5,768	6,091	6,326	6,561	6,796	7,030	7,265	6,326
Skagit	22,735	24,021	25,308	26,595	27,881	29,373	30,250	31,128	32,005	32,882	33,759	30,250
Skamania	2,158	2,286	2,414	2,542	2,670	2,238	2,455	2,673	2,891	3,108	3,326	2,455
Snohomish	95,788	101,674	107,560	113,447	119,333	119,596	125,852	132,107	138,363	144,618	150,874	125,852
Spokane	73,817	77,325	80,834	84,343	87,852	92,886	96,172	99,458	102,744	106,030	109,316	96,172
Stevens	9,454	9,930	10,407	10,884	11,360	10,416	11,029	11,642	12,255	12,868	13,481	11,029
Thurston	42,459	44,534	46,608	48,683	50,757	54,442	56,276	58,110	59,944	61,778	63,612	56,276
Wahkiakur	1,254	1,316	1,379	1,441	1,503	1,465	1,512	1,558	1,604	1,651	1,697	1,512
Walla Wall	10,757	10,819	10,881	10,944	11,006	12,226	12,446	12,666	12,886	13,106	13,326	12,446
Whatcom	33,950	35,688	37,426	39,164	40,902	42,654	44,049	45,443	46,838	48,232	49,627	44,049
Whitman	4,370	4,659	4,948	5,237	5,526	5,498	5,619	5,739	5,860	5,980	6,101	5,619
Yakima	34,088	34,949	35,809	36,670	37,530	37,454	38,467	39,479	40,491	41,504	42,516	38,467

Sources:  
Self-Report Provider Utilization Surveys for Years 2020-2022  
Vital Statistics Death Data for Years 2020-2022  
Prepared by DOH Program Staff

# Exhibit 3

## Financial Assistance Policy

# FAMILY HOSPICE SERVICES, LLC

*“Dedicated to Compassionate Care”*

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## **PURPOSE**

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

## **POLICY**

Family Hospice Services will prepare resources to identify charity cases and provide discounted or uncompensated care based on the information that is provided at the time of application for charity care by the patient or their representative. Any self-pay, uninsured patient, or insured patients who indicate their inability to pay will be screened for charity care. Screening will take place following the exhaustion of all other resources.

The organization will consistently apply the charity care policy.

1. When it is identified that the patient has no source for payment of services and requires medically necessary care/service, the patient must provide personal financial information upon which the determination of charity care will be made.
2. A social worker, as available, will meet with the patient to determine potential eligibility for financial assistance from other community resources.
3. The Executive Director/Administrator, with the appropriate program director, will review all applicable patient information, including financial declarations, physician (or other authorized licensed independent practitioner) orders, initial assessment information, and social work notes to determine acceptance for charity care.
4. All documentation utilized in the determination for acceptance for charity care will be maintained in the patient's billing record.
5. When financial declarations reveal the patient is able to make partial payment for services, the Executive Director/Administrator, with the appropriate program director, will determine the sliding-fee schedule to be implemented.
6. The revised sliding-fee schedule will be presented to the patient for agreement and signature.
7. After acceptance for charity care, the patient's ability to pay will be reassessed every 60–90 days.
8. The referral source will be advised of acceptance, non-acceptance, continuation, or discharge from charity care.

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## ELIGIBILITY CRITERIA

Applications for Financial Assistance for free and discounted care are evaluated at the following levels based on the Federal Poverty Limit (FPL) adjusted for family size:

1. 100% Financial Assistance - Income levels at or below 200% of the (FPL); or
2. 75% Financial Assistance – Income levels between 201% and 250% of the FPL; or
3. 50% Financial Assistance – Income levels between 251 and 300% of the FPL.

In order for a Responsible Party to be considered eligible for Financial Assistance, the following criteria must be met:

### **A. Exhaustion of All Funding Sources**

1. Any of the following sources must first be exhausted before a Responsible Party will be considered for Financial Assistance:
  - a. Group or individual medical plans;
  - b. Workers compensation programs;
  - c. Medicaid programs;
  - d. Other state, federal or military programs;
  - e. Third party liability situations (e.g., auto accidents or personal injuries);
  - f. Tribal health benefit programs;
  - g. Health care sharing ministry programs;
  - h. Any other persons or entities having a legal responsibility to pay;
  - i. Health saving account (HSA) funds. Family Hospice Services may require a Responsible Party to fully utilize any available HSA funds to satisfy outstanding balances.
2. Family Hospice Services will pursue payment from any available Funding Source. The remaining patient liability will be eligible for Financial Assistance based on the criteria in this policy.

### **B. Accurate Completion of Financial Assistance Application**

1. Incomplete applications will be denied. Patients may appeal the denial and provide the missing information per the guidelines set forth below.
2. If the application places an unreasonable burden, taking into account any physical, mental, intellectual, or sensory deficiencies or language barriers which may hinder the Responsible Party's capability of complying with the application procedures on the Responsible Party, then the application process will not be imposed.

### **C. Medicaid Eligibility Within 90 Days of Services in Lieu of Application**

1. A determination of Medicaid eligibility within (90) days of date of services may replace the Financial Assistance application and may be used to qualify the Responsible Party for 100% Financial Assistance except for spend down amounts. Proof of eligibility will be the presence of Medicaid coverage during the applicable timeframe in the patient's coverage record.

### **D. Presumptive Determination or Extraordinary Circumstances**

1. The Responsible Party may qualify for Financial Assistance based on a presumptive determination or extraordinary life circumstances, as outlined below.



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## **E. Medically Necessary Health Care Services Rendered.**

1. The hospice services provided to the patient must be medically necessary and not elective.

## **PROCEDURE**

To ensure patients receive the necessary hospice services at discounted or no cost when patients without adequate income are not available to pay for hospice services.

### **1. Proof of Income**

Income will be evaluated based on the following criteria:

#### **A. Income Verification**

1. Any of the following types of documentation will be acceptable for purposes of verifying income:
  - a. W2 withholding statements;
  - b. Payroll check stubs;
  - c. Most recent filed IRS tax returns;
  - d. Determination of Medicaid and/or state-funded medical assistance;
  - e. Determination of eligibility for unemployment compensation;
  - f. Written statements from employers or welfare agencies.
2. For Social Security and Pension benefits, bank statements may be used to demonstrate the consistent monthly deposit.
3. In the event the Responsible Party is unable to provide the documentation described above, Family Hospice Services must rely upon the written and signed statements from the Responsible Party for making a final determination of eligibility.
4. Family Hospice Services may also use third party verification of ability to make a presumptive determination and apply a charity discount without receiving a financial assistance application.

#### **B. Calculation of Income**

1. Family Hospice Services will use the following guidelines to calculate income:
  - a. All Family income will be included in the calculation.
  - b. Based on the type of documentation provided, the income will be calculated to represent a twelve (12) month period.

#### **C. Timing of Determination**

1. Income will be determined as of the time the services were provided.
2. Income at the time of application for Financial Assistance will be considered if the application is made within two years of the time the services were provided and the Responsible Party has been making good faith efforts towards payment for the services.

### **2. Process for Determination of Eligibility**

- A. At the time of registration or as soon as possible following the initiation of services, Family Hospice Services will make an initial determination of eligibility following the patient's review of the FPL grid.

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If a patient is determined to likely fall below 200% of the FPL, they will not be asked for payment and will be provided additional information about Financial Assistance and other programs that may be available to the patient. Collection activity will cease for 30 calendar days for patients believed to be under 200% of the FPL and the Responsible Party will be asked to complete a Financial Assistance application. If no application is received within 30 days, collection activity will resume.

- B. When an application is received, the application will be reviewed to determine eligibility.
- C. Incomplete applications will be denied. The Responsible Party will be provided a letter specifying missing information and will may Appeal the decision per the requirements below.
- D. A written notice of determination will be sent to the applicant within fourteen (14) calendar days from receipt of the complete application.
- E. If approved, this notice will include the amount for which the Responsible Party is financially responsible, if any.
- F. Approvals will be valid for 180 days and a new application will be required after such time. Awards to Eligible Persons on fixed incomes like Social Security shall be approved for one (1) year, at the discretion of Family Hospice Services.
- G. Requests for Financial Assistance may originate from other sources including a physician, community or religious groups, social services, financial services personnel, and/or the Responsible Party.

### **3. Appeals**

- A. The Responsible Party may appeal the determination by providing additional verification of income or family size within thirty (30) calendar days of receipt of the determination.
- B. Family Hospice Services will respond to the appeal within fourteen (14) calendar days from receipt of the appeal.
- C. If an appeal is denied, it will be presented to the Family Hospice Services Executive Director for final determination. If this determination affirms the previous denial of Financial Assistance, written notification will be sent to the Responsible Party and the Department of Health in accordance with state law.
- D. Collection efforts will be suspended during the thirty (30) calendar day appeal period and the fourteen (14) calendar day appeal review period.

### **4. Application of Financial Assistance Discount Levels**

- A. Financial Assistance applies to combined balances for all open accounts for the Responsible Party at time of application submission. The amount owed by an Eligible Person qualifying under this Financial Assistance policy will not exceed amounts generally billed to a Responsible Party not receiving assistance.
- B. The method used to calculate the discount to an Eligible Person's balance will be based on an annual retrospective analysis. This will be calculated using a Look-Back Method pulling a year of claims that

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have paid in full for Medicare and private/commercial health insurance Responsible Party to determine the “Amount Generally Billed.”

1. Balances will be considered for Financial Assistance based on the current FPL guidelines (<https://aspe.hhs.gov/topics/poverty-economic-mobility/poverty-guidelines>).

## **5. Extraordinary Life Circumstances**

A. Extraordinary Life Circumstances may also warrant Financial Assistance. Examples of such circumstances may include:

1. **Homeless Persons:** A homeless person is an individual who has no home or place of residence and depends on charity or public assistance. Such individuals will be eligible for Financial Assistance, even if they are unable to provide the documentation required for the Financial Assistance application.
2. **Deceased Patients:** The charges incurred by a patient who expires may still be considered eligible for Financial Assistance. For the Financial Assistance application, the deceased patient will count as a family member. Accounts in an “Estate” status or situations where the estate has not been opened are not eligible for Financial Assistance until the Estate is settled.
3. **Catastrophic Determinations:** Responsible Party may qualify for a Catastrophic Discount. Only medically necessary services are eligible for a Catastrophic Discount. A Catastrophic event will be determined on a case-by-case basis. Catastrophic cases may include extraordinary medical expenses or hardship situations. All income and non-income resources are considered in the determination, to include the Responsible Party’s future income earning potential, especially where his or her ability to work may be limited due to illness and/or their ability to make payments over an extended period. The debt or a portion of the debt may qualify for Financial Assistance.

## **6. Collection Efforts for Outstanding Patient Accounts**

- A. Family Hospice Services will not initiate collection efforts or requests for deposits, provided that the Responsible Party within a reasonable time is cooperative with Family Hospice Services’ efforts to reach a determination of Financial Assistance eligibility status.
- B. The Responsible Party’s financial obligation remaining after application of the sliding fee schedule will follow regular collection procedures to obtain payment.
- C. In the event that a Responsible Party pays a portion or all of the charges related to medically necessary health care services, and is subsequently found to have met the Financial Assistance criteria, any payments for services above the qualified amount will be refunded to the Responsible Party within 30 days of the eligibility determination.

## REFERENCES:

RCW 70.170.060

# Exhibit 4

## Admission Policy

# FAMILY HOSPICE SERVICES, LLC

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## ADMISSION CRITERIA AND PROCESS

### PURPOSE

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

### POLICY

Family Hospice Services will admit any patient with a life-limiting illness that meets the admission criteria.

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

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

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

Family Hospice Services reserves the right not to accept any patient who does not meet the admission criteria.

A patient will be referred to other resources if Family Hospice Services cannot meet his/her needs.

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

### *Admission Criteria*

1. The patient must be under the care of a physician. The patient's physician (or other authorized independent practitioner) must order and approve the provision of hospice care, be willing to sign or have a representative who is willing to sign the death certificate, and be willing to discuss the patient's resuscitation status with the patient and family/caregiver.

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2. The patient must identify a family member/caregiver or legal representative who agrees to be a primary support care person if and when needed. Persons without such an identified individual and who are independent in their activities of daily living (ADLs) will require a specific plan to be developed at time of admission with the social worker.
3. The patient must have a life-limiting illness with a life expectancy of six (6) months or less, as determined by the attending physician and hospice Medical Director, utilizing standard clinical prognosis criteria developed by LCD.
4. The patient must desire hospice services, and be aware of the diagnosis and prognosis.
5. The focus of care desired must be palliative versus curative.
6. The patient and family/caregiver desire hospice care, agree to participate in the plan of care, and sign the consent form for hospice care.
7. The patient and family/caregiver agree that patient care will be provided primarily in the patient's residence, which could be his/her private home, a family member's home, a skilled nursing facility, or other living arrangements.
8. The physical facilities and equipment in the patient's home must be adequate for safe and effective care.
9. The patient must reside within the geographical area that the Family Hospice Services.
10. Eligibility for participation will not be based on the patient's race, color, religion, age, gender, sexual orientation, disability (mental or physical), communicable disease, or place of national origin.
11. If applicable, the patient must meet the eligibility criteria for Medicare, Medicaid, or private insurance hospice benefit reimbursement.
12. Eligibility criteria will be continually reviewed on an ongoing basis by the interdisciplinary team to assure appropriateness of hospice care.

## PROCEDURE

1. The organization will utilize referral information provided by family/caregiver, health care clinicians from acute care facilities, skilled or intermediate nursing facilities, other agencies, and physician offices in the determination of eligibility for admission to the program. If the request for service is not made by the patient's physician, he/she will be consulted prior to the evaluation visit/initiation of services.
2. The Clinical Supervisor will assign hospice personnel to conduct initial assessments of eligibility for services within the time frame requested by the referral source, or based on the information regarding the patient's condition or as ordered by the physician (or other authorized independent practitioner).
3. Assignment of appropriate hospice personnel to conduct the initial assessments of patient's eligibility for admission will be based on:
  - a. Patient's geographical location
  - b. Complexity of patient's hospice care needs/level of care required
  - c. Hospice personnel's education and experience
  - d. Hospice personnel's special training and/or competence to meet patient's needs
  - e. Urgency of identified need for assessment
4. In the referral source, as well as the patient, will be notified for approval of the delay.
5. In The event that the time frame for assessment cannot be met, the patient's physician will be notification and approval will be documented.

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1. If approval is not obtained for the delay, the patient will be referred to another hospice for services.
2. A hospice registered nurse will make an initial contact prior to the patient's hospital discharge, if possible or appropriate. The initial home visit will be made within the time frame requested by the referral source and according to organization policy, or as ordered by the physician (or other authorized independent practitioner). The purpose of the initial visit will be to:
3. Explain the hospice philosophy of palliative care with the patient and family/caregiver as unit of care.
4. Provide a written copy and explain (verbally) the patient's rights and responsibilities and grievance procedure.
5. Provide the patient with a copy of Family Hospice Services notice of privacy practices.
6. Assess the family/caregiver's ability to provide care.
7. Evaluate physical facilities and equipment in the patient's home to determine if they are safe and effective for care in the home.
8. Allow the patient and family/caregiver to ask questions and facilitate a decision for hospice services especially provided under the Medicare/Medicaid hospice benefit.
9. Review appropriate forms and subsequently sign forms by patient and family/caregiver once agreement for the hospice program has been decided.
10. Provide services as needed and ordered by physician (or other authorized independent practitioner), and incorporate additional needs into the hospice plan of care.
11. Give patient information about durable power of attorney for health care, if the patient has not already done so.
12. During the initial assessment visit, the admitting clinician will assess the patient's eligibility for hospice services according to the admission criteria and standard prognosis criteria to determine/confirm further:
  1. Level of services required and frequency criteria
  2. Eligibility (according to organization admission criteria)
  3. Source of payment
13. If eligibility criteria is met the patient and family/caregiver will be provided with a hospice brochure and various educational materials providing sufficient information on:
  1. Nature and goals of care and/or service
  2. Hours during which care or service are available (physician, nursing, drugs are available 24 hours/day. All other services are available to meet individual patient care needs)
  3. Access to care after hours
  4. Costs/charges to the patient, if any, for care, treatment or services
  5. Hospice mission, objectives, and scope of care provided directly and those provided through contractual agreement
  6. Safety information
  7. Infection control information
  8. Emergency preparedness plans
  9. Available community resources
  10. Complaint/grievance process
  
  11. Availability of spiritual counseling in accordance with religious preference
  12. Hospice personnel to be involved in care
  13. Mechanism for notifying the patient and family/caregiver of changes in care and any related liability for payment as a result of those changes

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The hospice registered nurse will document that the above information has been furnished to the patient and family/caregiver and any information not understood by the patient and family/caregiver.

1. The patient and family/caregiver, after review, will be given the opportunity to either accept or refuse services.
2. The patient or his/her representative will sign the required forms indicating election of hospice care and receipt of patient rights and privacy information.
3. Refusal of services will be documented in the clinical record. Notification of the Clinical Supervisor, attending physician, and referral source will be completed and documented in the clinical record.
4. The hospice registered nurse will assist the family in understanding changes in the patient's status related to the progression of an end-stage disease.
5. The hospice registered nurse will educate the family in techniques for providing care.
6. The hospice registered nurse will contact the physician for clinical information in writing to certify patient for hospice care.
7. The hospice registered nurse will complete an initial assessment during this visit within 48 hours after the election of the hospice care (unless the physician, patient or representative requests that the initial assessment be completed in less than 48 hours
8. The hospice registered nurse will contact at least one (1) other member of the interdisciplinary group for input into the plan of care, prior to the delivery of care. The two (2) remaining core services must be contacted and provide input into the plan of care within two (2) days of start of care; this may be in person or by phone.
9. If the patient is accepted for hospice care, a comprehensive assessment of the patient will be performed no later than 5 calendar days after the election of hospice care. A plan of care will be developed by the attending hospice physician, the Medical Director or physician designee, and the hospice team. It will then be submitted to the attending physician for signature. The patient's wishes/desires will be considered and respected in the development of the plan of care.
10. The time frames will apply for weekends and holidays, as well as week day admissions.
11. A clinical record will be initiated for each patient admitted for hospice services.
12. If a patient does not meet the admission criteria or cannot be cared for by Family Hospice, the Clinical Supervisor should be notified and appropriate referrals to other sources of care made on behalf of the patient.
13. The following individuals should be notified of non-admits: A. Patient B. Physician

## 6. Referral source (if not physician)

1. A record of non-admits will be kept for statistical purposes, with date of referral, date of assessment, patient name, services required, physician, reason for non-admit, referral to other hospice care facilities, etc.
2. In instances where patient does not meet the stated criteria for admission to the program, exceptions will be decided upon by the Executive Director/Administrator in consultation with the Medical Director, upon request of the referring party and/or the patient.
3. In instances where continued care to a patient contradicts the recommendations of an external or internal entity performing a utilization review, the Executive Director/Administrator will be notified. All care, service, and discharge decisions must be



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made in response to the care required by the patient, regardless of the external or internal organization's recommendation. The patient and family/caregiver, as appropriate, and physician will be involved in deliberations about the denial of care or conflict about care decisions.

4. Are cord of conflict of care issues and out comes will be kept for statistical purposes, referencing the date of the conflict of care issue, the patient name, the external or internal organization recommendations and reasons, and complete documentation of organization decision and patient care needs.

# Exhibit 5

## Client Bill of Rights and Responsibilities

# FAMILY HOSPICE SERVICES, LLC

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## CLIENT BILL OF RIGHTS AND RESPONSIBILITY

### POLICY

Family Hospice Services supports the principle that each client has the right to dignity, respect, and involvement in his or her plan of service. The client has the right to be informed of his or her rights. The agency will protect and promote the exercise of these rights. The agency will provide the client with a written notice of the client's rights in advance of furnishing care to the client or during the initial evaluation visit before the initiation of treatment.

The admitting RN Case Manager or Clinical Supervisor will review a written Client Bill of Rights with the client prior to initiating service. The client or their legal guardian will sign the form and will be given a copy. The text of the Client Bill of Rights conforms to accrediting body and/or state mandates, if required. Agency admission is non-discriminatory. The agency will inform the client, orally and in writing, of any liability for payment not covered by insurance or waived through financial assistance prior to the start of service or within 30 days of the agency learning that there will be client liability for payment.

### PURPOSE

To promote the ability of the client/representative to understand and exercise their rights.

### PROCEDURES

1. The Agency at the time of admission will provide each patient or client, or designated family member with a written bill of rights affirming each individual's right to:
  - a. A listing of the services offered by the in-home services licensee and those being provided;
  - b. The name of the individual supervising the care and the manner in which that individual may be contacted;
  - c. A description of the process for submitting and addressing complaints;
  - d. Submit complaints without retaliation and to have the complaint addressed by the licensee;
  - e. Be informed of the state complaint hotline number;
  - f. A statement advising the patient or client, or designated family member of the right to ongoing participation in the development of the plan of care;
  - g. A statement providing that the patient or client, or designated family member is entitled to information regarding access to the department's listing of providers and to select any licensee to provide care, subject to the individual's reimbursement mechanism or other relevant contractual obligations;
  - h. Be treated with courtesy, respect, privacy, and freedom from abuse and discrimination;
  - i. Refuse treatment or services;
  - j. Have property treated with respect;
  - k. Privacy of personal information and confidentiality of health care records;

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- l. Be cared for by properly trained personnel, contractors and volunteers with coordination of services;
- m. A fully itemized billing statement upon request, including the date of each service and the charge. Licensees providing services through a managed care plan are not required to provide itemized billing statements; and
- n. Be informed about advanced directives and the licensee's responsibility to implement them.
- o. The agency ensures that these rights are implemented and updated as appropriate.

## 1. Review

- a. The admitting RN, Case Manager or Clinical Supervisor will review the Client Bill of Rights with the client/representative and make a "good faith" effort to obtain a signed acknowledgement of receipt of the document.
- b. Special reference will be made to the section regarding the grievance procedure.
- c. For group services, such as flu clinics, the Client Bill of Rights will be displayed in a public area accessible to the clients being served.

## 2. Client Rights

- a. To have his/her property treated with dignity and respect.
- b. Receive written information describing the agency's complaint procedure that includes the contact information, contact phone number, hours of operation, and mechanism(s) for communicating problems.
- c. To voice to the agency and receive timely investigation by the agency of all complaints and grievances regarding treatment or service that is or fails to be furnished or regarding the lack of respect for property by anyone who is furnishing services on behalf of the agency. Client will not be subjected to discrimination or reprisal for voicing a complaint. Agency will document both the complaint/grievance and resolution.
- d. Exercise his/her rights as a hospice agency client.
- e. To be involved in developing his/her hospice written plan of service.
- f. To be informed in advance of the disciplines that will furnish service, the frequency of visits, and is able to identify personnel through proper identification.
- g. To be advised in advance of any change in the plan of service before the change is made.
- h. To be advised in advance of the right to participate in planning the service and treatment and making changes in the service and treatment.
- i. Choose his/her attending physician.
- j. To be free from mistreatment, neglect, or verbal, mental, physical, or sexual abuse, including injuries of unknown source and misappropriation of client property.

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- k. To be advised prior to the start of service, of the availability of the Washington State Department of Health toll-free hotline at 1-800-633-6828 and the purpose of the hotline to receive complaints or questions about the agency, including but not limited to advance directive requirements and/or complaints. Clients can [fill out a complaint form](#) or visit the [website](#) for more information and/or to view frequently asked questions.
- l. To have a confidential clinical record and PHI, with access to or release of permitted only as allowed by federal rule CFR 45, parts 160-164, current HIPAA regulations, and agency Notice of Privacy Act Practices.
- m. Refuse service or treatment and the ramifications of the refusal.
- n. To be informed orally and in writing of the physician ordered services covered under insurance.
- o. Receive information about the services available.
- p. To be advised that the agency complies with Subpart 1 of 42 CFR489 and receive a copy of the agency's written policies and procedures regarding advance directives, including a description of an individual's right under applicable state law and how such rights are implemented by the agency including community education.
- q. To be informed, orally and in writing, before service is initiated, of the extent to which payment may be expected from Medicaid, of financial assistance available through Family Hospice Services' Financial Assistance policy, and any local, state, or federally funded programs known to the agency.
- r. To be informed, orally and in writing, of charges for service that will not be covered and what the client will have to pay.
- s. Upon request, receive a fully itemized billing statement including the date of each service and the charge. Licensees providing services through a managed care plan are not required to provide itemized billing statements.
- t. To be informed, orally and in writing, of payment change information as soon as possible, but no later than 30 days from when the agency learned of the change.
- u. To be referred to another agency if the client is not satisfied or if this agency cannot meet the client's needs.
- v. To 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.
- w. To be fully informed of the client's responsibilities related to hospice services.
- x. To be informed of anticipated outcomes of services and any barriers to those outcomes.

### 3. Privacy Rights

- a. Right to know why we need to ask questions.
- b. Right to have his/her personal health care information kept confidential.
- c. Right to refuse to answer questions.

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- d. Right to look at his/her private health information.

## **4. Client Responsibilities**

- a. Provide accurate and complete information about their medical history, current illness and symptoms, medication regime, and other health related information.
- b. Notify the agency of any new or changed advance directives.
- c. Accept the consequences of the client/representative's refusal of treatment or service.
- d. Notify the agency if the client/representative need to change a scheduled visit.
- e. Notify agency of any new or changed client symptoms that may require additional agency services and/or equipment.
- f. Participate in development and implementation of the written plan of service.
- g. Provide a safe environment for the agency personnel to perform their duties.
- h. Follow the skilled services plan of service or inform the RN Case Manager if the client/representative are unable to follow the plan.
- i. Notify the agency of any concerns or complaints about agency services or personnel.
- j. Inform agency of any insurance changes affecting reimbursement for services.

## **5. Client's Signature**

- a. The client or representative will sign the Client Bill of Rights. If the client lacks the ability to understand their rights and the nature and consequences of proposed treatment, the client's representative shall have the rights specified in this section to the extent the right may devolve to another, unless the representative's authority is otherwise limited. The client's incapacity shall be determined by the court in accordance with state law or by the client's physician unless the physician's determination is disputed by the client or client's representative.
- b. The original will be placed in the client's record and a copy placed in the agency's service folder in the home.
- c. The admitting RN Case Manager will document in the appropriate area of the clinical record that the Client Bill of Rights was addressed with the client and that the client or representative verbalized understanding of the rights and may exercise those rights at any time.

## **6. Advance directives**

There is a separate advance directive policy dealing with the content of the advance directives also known as Durable Power of Attorney Living Will, or Medical Durable Power of Attorney. This is the admission procedure related to it:

- a. The admitting RN Case Manager or Service Supervisor will give the client/guardian literature regarding the advance directive and Durable Power of Attorney Living Will/Medical Durable Power of Attorney.
- b. The admitting RN Case Manager or Service Supervisor will document in the clinical record the discussion held regarding the advance directive document.

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- c. If the client does not have an advance directive, the RN Case Manager will encourage the client/representative to discuss such a document with their physician and/or attorney.
- d. If the client has an advance directive, the RN Case Manager will request a copy for the client file.
- e. The RN Case Manager will review the advance directive for the content and will inform the physician of any specific request the client has written in the document.

## **7. Do Not Resuscitate (DNR)**

- a. A physician must order DNR or withholding or withdrawing of life-sustaining care. The DNR order will be placed in the client's record and personnel notified.
- b. Staff will initiate CPR unless there is a DNR order in the record.
- c. The client has the right not to be resuscitated or to withdraw life-sustaining care.
- d. On admission, the client's wishes regarding DNR will be clarified.
- e. The client has rights regarding preferences, goals, and desires.
- f. The client will be explained their rights under state law.
- g. If major problem or conflict arises, the attending physician and if necessary the ethics team members will meet and discuss the situation with the client/representative for an acceptable resolution.

## **8. Plan of Service and Treatment**

- a. Client will be given a choice in plan of service treatment received and payment of services.
- b. Client will be informed of plan of service and cost of services.
- c. Client may be admitted to service without a reimbursement plan in place.
- d. If client has no insurance coverage, the client may be offered a scheduled payment plan.
- e. Client may qualify for free or reduced cost care through the Financial Assistance policy.

## **9. Complaint or Dissatisfaction**

- a. Client dissatisfaction may be verbalized by client/representative to agency personnel either in person, by phone, or in writing.
- b. Staff will document client complaint on the Complaint Form.
- c. The report is given to the RN Case Manager or services supervisor for investigation and proposed resolution will be presented to client/representative for acceptance or revision and the agreed upon plan implemented.
- d. Unresolved problems are forwarded to the Clinical Supervisor, Administrator and, if needed, the Owner/Government Body for resolution. All such reports are included in the performance improvement data.

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## 10. Grievances

- a. All clients should have the opportunity to verbalize grievances about the manner they have been treated without retaliation according to Section 504 of the Rehabilitation Act of 1973. Every attempt should be made to resolve a grievance at the agency level.
- b. A grievance may begin as a verbal grievance, but will be put in writing, briefly describing the incident or concern. All information discussed will be kept confidential.
- c. The Clinical Director will investigate the grievance and document findings. The agency's investigation of the complaint or grievance will document both the description of the investigation and the resolution of the complaint or grievance.
- d. The grievance should be filed in the office of the Civil Rights Department, Section 504 Coordinator within 30 days after receipt of the documentation if the grievance involves civil rights issues.
- e. The grievant may pursue other remedies by calling the Office for Civil Rights at 1-800-368-1019 or state or accrediting body hotlines.

## 11. Violations

- a. The client has the right to ensure that all alleged violations involving mistreatment, neglect, or verbal, mental, sexual, and physical abuse, including injuries of unknown source, and misappropriation of client property by anyone furnishing agency services are reported immediately.
- b. Investigations of all alleged violations involving anyone furnishing agency services with immediate action taken to prevent further potential violations while the alleged violation is being verified.
- c. Appropriate corrective action will be taken as defined in agency policy and state law.
- d. All verified violations will be reported to state and local bodies having jurisdiction within five working days of becoming aware of the violation.

## 12. Client Adjudged Incompetent

- a. If a client has been adjudged incompetent under state law by a court of proper jurisdiction, the person appointed pursuant to state law to act on the client's behalf exercises the rights of the client.
- b. If a state court has not adjudged a client incompetent, any legal representative designated by the client in accordance with state law may exercise the client's rights to the extent allowed by state law.

The agency will maintain documentation showing that it has complied with the client bill of rights requirements.

This policy may be used as the client's written Rights and Responsibilities document if it has the contact person, and phone numbers, and business hours for agency complaints, the state hospice care complaint hotline, and accrediting body's complaint line and the following signed statement by the client/guardian.



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I acknowledge that I have received a written copy and verbal explanation of my rights and that to the best of my ability, I understand the above Client Bill of Rights.

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Client/Guardian

Date

---

RN

Date

## REFERENCES:

WAC 246-335-635

# Exhibit 6

## Non-Discrimination Policy

# FAMILY HOSPICE SERVICES, LLC

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## NON-DISCRIMINATION POLICY

### PURPOSE

To prevent Family Hospice Services staff from discriminating against other staff members, patients, patients' families, or other providers based on race, color, religion, age, sex, sexual orientation, disability or place of national origin in compliance with federal and state regulations

### POLICY

1. According to Title VI of the Civil Rights Act of 1964 and its implementing regulation, Family Hospice Services will directly, or through contractual or other arrangement, admit and treat persons without regard to race, color, religion, age, sex, sexual orientation, disability, or place of national origin in its provision of services and benefits.
2. According to Section 504 of the 1973 Rehabilitation Act and its implementing regulations, Family Hospice Services will not, directly or through contractual or other arrangements, discriminate based on disability in admissions, access, treatment or employment.
3. According to the Age Discrimination Act of 1975 and its implementing regulations, Family Hospice Services will not, directly or through contractual or other arrangements, discriminate based on age in the provision of services unless age is a necessary factor to the normal operation or the achievement of any statutory objective.
4. According to Title II of the Americans with Disabilities Act of 1990, Family Hospice Services will not, based on disability, exclude or deny a qualified individual with a disability from receiving services provided by Family Hospice Services.
5. Family Hospice Services will comply with state specific regulations related to discrimination.

### FILING A GRIEVANCE

1. If you believe that Family Hospice Services has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance. You can file a grievance in person or by mail, fax, or email to:

*Manuela Paul, Executive Director*  
*Family Hospice Services 25633 SE 30<sup>th</sup> Street*  
*Sammamish WA 98075*  
*425.644.7321*  
[Manuela\\_paul@yahoo.com](mailto:Manuela_paul@yahoo.com)

The availability and use of this grievance procedure does not prevent a person from pursuing other legal or administrative remedies, including filing a complaint of discrimination on the basis of race, color, national origin, religion, age, disability, sex, or sexual orientation in court or with the U.S. Department of Health and Human Services, Office for Civil Rights. A person can file a complaint of discrimination electronically through the Office for Civil Rights.

# Exhibit 7

## Medical Director Agreement

# FAMILY HOSPICE SERVICES, LLC

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## MEDICAL DIRECTOR SERVICE AGREEMENT

**This Medical Director Agreement** is made and entered into 12/15/2023 by and between Family Hospice Services LLC, and DR. LUBA KIHICHAK, MD, hereinafter referred to as **MEDICAL DIRECTOR**.

**THIS AGREEMENT** is based on the following:

1. **Family Hospice Services** is applying for Certificate of Need approval to provide hospice services to patients reimbursed by Medicare and requires a Medical Director to serve as advisor on professional issues, to participate in the evaluation of the Family Hospice Services' healthcare program, and to assist in maintaining liaison with other health care providers in the area served.

Furthermore, Family Hospice Services will implement an Advisory Committee, which meets at least annually and includes a licensed physician. This physician serves as consultant and assists in policy review for the scope of services offered, admission and discharge, medical supervision, plans of treatment, emergency care, clinical records, personnel qualifications, and program evaluation.

2. **MEDICAL DIRECTOR** is a duly licensed and board-certified physician with demonstrated knowledge and developed skills in medicine, oncology, pharmacology, pain and symptom control, psychology of loss, and experience in patient care. Medical Director is currently licensed under the laws of the State of Washington.

3.

**NOW, THEREFORE**, in consideration of the covenants set forth herein, it is mutually agreed by and between the parties as follows:

**PROFESSIONAL SERVICES:** Medical Director hereby agrees to provide professional services in connection with Family Hospice Services' business, and Family Hospice Services accepts such professional services from Medical Director upon the terms and conditions herein set forth.

### RESPONSIBILITIES OF MEDICAL DIRECTOR

- 1) Serve as a member of a professional advisory committee, quality improvement committee, and interdisciplinary group.
- 2) Confirm patient eligibility for hospice services in accordance with Family Hospice Services' policy.
- 3) Consult with physicians about potential hospice patients as indicated.
- 4) Serve as a consultant with patient's primary physician as requested.
- 5) Assist in developing plan of care for patient/family as needed.
- 6) Consult with attending physician and hospice staff as requested.
- 7) Coordinate efforts with attending physician to provide medical care if he/she is unable or unavailable.
- 8) Consult with team members on an on-call basis for medical issues relating to the patient/family plan of care.

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- 9) Offer advice and information to staff and referring physicians on medical intervention consistent with hospice philosophy and plan of care.
- 10) Serve as medical liaison with physicians in community and promote referrals.
- 11) Participate in patient conference with emphasis on the medical management of patient's plan of care.
- 12) Present for orientation and education presentations as requested for interdisciplinary team members involved in patient care.
- 13) Participate in community programs for the purpose of providing education and information to members of the medical community.

**MEDICAL DIRECTOR** agrees to faithfully perform the services and duties assigned to them by Family Hospice Services as outlined in this contract under Responsibilities of Medical Director, to the best of their abilities, as listed above. Conforming to all laws, rules and regulations, policies, procedures, and professional codes of ethics as are applicable to Family Hospice Services and to Medical Director.

**QUALIFICATIONS OF MEDICAL DIRECTOR:** Medical Director must be Board Certified and Licensed in the State of Washington, Drug Enforcement Registration and Presentation of Certificate of Insurance.

**COMPENSATION:** Services performed by Medical Director are not to exceed 30 hours per month and will be reimbursed at a of \$200 per hour. Family Hospice Services shall reimburse all bills from Medical Director in a timely manner and according to its billing procedure.

**MEDICAL DIRECTOR** is not an employee of Family Hospice Services for any purpose and services will be provided on an as-needed basis.

**RESPONSIBILITIES OF FAMILY HOSPICE SERVICES:** Family Hospice Services, under this Agreement is responsible to:

- 1) Coordinate the transmittal of information required by Medical Director for the orderly and efficient delivery of services and applicable administrative transactions.
- 2) Provide all records and information to Medical Director relevant to the patients for services provided.
- 3) Determine the appropriateness of treatment for patients in cooperation with referring physician and Medical Director.
- 4) Review and evaluate Medical Director's services to assure quality control of services provided to Family Hospice Services.
- 5) Acquire and maintain adequate professional liability insurance.

**CONFIDENTIALITY:** During the term of this agreement and thereafter, both parties shall hold confidential information in the strictest confidence and in accordance with state and federal laws.

# FAMILY HOSPICE SERVICES, LLC

*"Dedicated to Compassionate Care"*

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**DURATION OF AGREEMENT:** The duration of this agreement is indefinite. However, either party may:

- 1) Terminate this agreement by providing the other party with sixty (60) days written notice of such intent.
- 2) Terminate this agreement when either party fails to abide by its contents.

**INDEPENDENT CONTRACTOR:** The intent of this document is to create an independent contractor agreement. It is expressly understood and agreed to by both parties that Medical Director shall not be treated as an employee of Family Hospice Services for Federal or State Tax purposes and that Medical Director is responsible for paying their estimated income and self-employment taxes. Medical Director agrees to provide Family Hospice Services with the appropriate Tax Identification Number and address for reporting such independent contract payment made to Medical Director as required by law. It is also understood that Medical Director is responsible for acquiring and maintaining adequate personal worker's compensation or waiver to meet Medical Director's personal needs for their own injury or death arising out of any act or omission by Medical Director in the performance of professional duties. Medical Director shall maintain appropriate insurance against liability for personal injury, death and property damage arising out of their ownership, maintenance, and or use of an automobile. Evidence of such coverage will be made available to Family Hospice Services upon request. If Medical Director is unable to maintain appropriate liability insurance, Family Hospice Services will provide such coverage at a charge to Medical Director.

**INDEMNIFICATION:** Medical Director hereby agrees to indemnify and hold harmless Family Hospice Services against loss, cost, or damages because of any injury of person(s) or property arising from any act or omission on the part of Medical Director in relation to services provided hereunder. Family Hospice Services hereby agrees to indemnify and hold harmless Medical Director against loss, cost, or damage because of any injury to person(s) or property arising from any act of omission on the part of Family Hospice Services in relation to services provided hereunder.

**INTEGRATION:** This Agreement contains the entire agreement between the parties, and no representations, agreements or understandings, oral or written, shall be effective as between the parties hereto other than these contained herein. No alteration to, amendment of, or changes to this Agreement shall be binding unless in writing and signed by the parties hereto as an addendum to this Agreement.

**ENTIRE AGREEMENT:** This agreement contains the entire understanding of both parties and supersedes all prior agreements, understandings, and representations between the parties. No other statements promise, or agreements have been made to either party which are not reflected within this agreement.

Signature represents review of the policy and agreement related to Medical Director and understanding of the scope of services requested as the consulting physician.

FAMILY HOSPICE SERVICES, LLC

"Dedicated to Compassionate Care"

This agreement is made and entered into on the date noted below between Family Hospice Services and Medical Director.

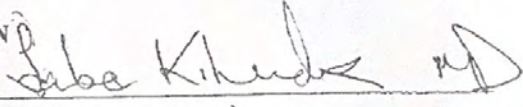
FAMILY HOSPICE SERVICES, LLC

Signature: 

Name: MANUELA PAUL Title: RN, BSN

Date: 12/18/2023

PHYSICIAN

Signature: 

Name: DR. LUBA, KIHICHAK MD Title: MD

Date: 12/18/23 UPIN#: 1447232384

Contact: Manuela Paul RN, BSN, Executive Director at 425-644-7321 (office) 425-260-4581 (cell) 425-369-9469 (Fax)



# Exhibit 8

## Site Control Documents

Exhibit 8a  
Letter of Intent to Lease

## COMMERCIAL LETTER OF INTENT TO LEASE

December 22, 2023

**Lessee:** Manuela Paul  
Family Hospice Services, LLC  
26533 SE 30<sup>th</sup> Street  
Sammamish, WA 98075

**Lessor:** Pacific Software Publishing, Inc.  
1404 140<sup>th</sup> Place NE  
Bellevue, WA 98007

**RE: Intent to Lease Commercial Office Space at 1404 140<sup>th</sup> Place NE, Bellevue, WA**

This Letter of Intent (the "Letter") sets forth the proposed terms and conditions of an agreement between the Lessor and Lessee (the "Parties") and shall govern the relationship between the Parties until replaced by a definitive, formal agreement addressing the same transaction and subject matter (the "Definitive Agreement"). The agreement considered in this Letter and in the Definitive Agreement is subject in all respects to the following:


- 1. THE LESSOR:** Pacific Software Publishing, Inc. (the "Lessor")  
1404 140<sup>th</sup> Place NE  
Bellevue, WA 98007  
(425) 957-0808  
Email: [Accounting@PSPInc.com](mailto:Accounting@PSPInc.com)
- 2. THE LESSEE:** Family Hospice Services, LLC (the "Lessee")  
c/o Manuela Paul  
26533 SE 30<sup>th</sup> Street  
Sammamish, WA 98075  
(425) 260-4581  
Email: [Manuela\\_Paul@yahoo.com](mailto:Manuela_Paul@yahoo.com)
- 3. ADDRESS OF PREMISES:** A suite of approximately 500 sf in one of our buildings at 1404 140<sup>th</sup> Place NE, Bellevue, WA 98007 (the "Premises").
- 4. RENTABLE SPACE:** The total rentable space is approximately 400 - 500 sf and will be set once the Lessee gets approval in September 2024 to proceed with Family Hospice Services, LLC.

5. **LEASE TERM:** The term of the lease shall commence on September 15, 2024 (subject to approval to proceed with the Lessee's business) and end on December 31, 2027 (the "Lease Term") and there is an option to renew for another 2-year term through December 31, 2029 at the prevailing rent rate.
6. **USE OF PREMISES:** The Lessee shall be allowed to use the Premises for the following:  
Organization of in-home hospice services (but excluding meeting with patients).
7. **RENT:** The rent to be paid by the Lessee to the Lessor throughout the Lease Term is to be made in monthly installments of approximately \$1,125.00 (500 sf @ \$27/sf, or prevailing rate on September 15, 2024 (the "Rent").
8. **HOLDING FEE:** Lessor agrees to hold a space of approximately 163 sf from 30 days after signing this Commercial Letter of Intent to Lease through no later than September 15, 2024, for the Lessee. The Lessee agrees to pay a Holding Fee equal to 20% of this space (169 sf @ \$27/sf = \$380.25 x 20% = \$76.05/month) prior to commencement of the lease in September 2024. The Holding Fee shall commence one month following signature of this Letter of Intent and be due on the 1<sup>st</sup> day of each month (the "Due Date").
9. **LATE FEE:** If Rent or Holding Fee is not paid by the Due Date, the Lessee shall be required to pay the following late fee: The greater of \$50 or 5%.
10. **CERTIFICATE OF NEED CONTINGENCY:** Landlord and Tenant understand and agree that the establishment of any hospice agency providing care to Medicare and Medicaid patients in the State of Washington is subject to the Tenant obtaining a Certificate of Need ("CON") from the Washington State Department of Health ("Department"). The 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 hospice 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.

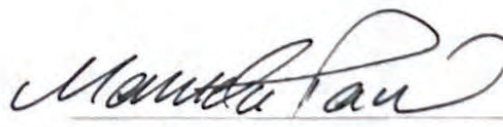
11. **GOVERNING LAW:** This Letter shall be governed under the laws of the State of Washington.

12. **SIGNATURES:**



Ken Uchikura, CEO and President  
Pacific Software Publishing, Inc.

12-22-23  
Date



Manuella Paul,  
Family Hospice Services, LLC

12/22/23  
Date

Exhibit 8b  
Draft Lease Agreement

## **LEASE AGREEMENT**

(Multi-Tenant Gross Lease)

THIS LEASE AGREEMENT (the “Lease”) is entered into on a conditional basis of Family Hospice Services, LLC obtaining a Certificate of Need (“CON”) from the Washington State Department of Health in September 2024. Should the CON be granted, Pacific Software Publishing, Inc., a C-Corporation (“Landlord”), and Family Hospice Services, LLC, a Washington limited liability company (“Tenant”) enter into a Lease Agreement effective this 22<sup>nd</sup> day of December, 2023. Landlord and Tenant agree as follows:

### **1. LEASE SUMMARY**

- a. Leased Premises.** The leased commercial real estate (the “Premises”)
- i)** consists of an agreed area of between 400 – 500 rentable square feet and is outlined on the floor plan attached as Exhibit A,
  - ii)** is located on the land legally described on attached Exhibit B;
  - iii)** is commonly known as Suite 107 or 108, in the 1402 Building with address as 1404 140<sup>th</sup> Place NE, Bellevue, WA 98007.

The Premises do not include, and Landlord reserves, the exterior walls and roof of the Building in which the Premises are located (the “Building”); the land beneath the Building; the pipes and ducts, conduits, wires, fixtures, and equipment above suspended ceiling; and the structural elements of the Building. The Building, the land upon which it is situated, all other improvements located on such land, and all Common Areas appurtenant to the Building are referred to as the “Property”. The Building and all other buildings on the Property as of the date of this Lease contain an agreed total area of approximately 9,064 rentable square feet.

- b. Lease Commencement Date.** The term of this Lease shall commence upon Tenant being granted a CON and the substantial completion of any Landlord work to install a wall in designated Leased space, but in no event later than December 31, 2024 (the “Commencement Date”).
- c. Lease Termination Date.** The term of this Lease shall terminate at midnight on the last day of the thirty sixth (36<sup>th</sup>) full month following the Commencement Date, or such earlier or later date as otherwise provided in this Lease (the “Termination Date”). Tenant shall have a right to extend this Lease for a two-year period.
- d. Base Rent.** The monthly base rent shall be according to the Rent Rider attached hereto (“Base Rent”). Rent shall be payable by wire transfer or at Landlord’s address shown in Section 1(h) below, or such other place designated in writing by Landlord.
- e. Prepaid Rent.** Upon execution of this Lease, Tenant shall deliver to the Landlord the sum of \$1,000 as prepaid Rent, to be applied to Base Rent due towards the first month rent of the Lease.

- f. **Security Deposit.** Upon execution of this Lease, Tenant shall deliver to Landlord the sum of \$1,500 to be held as a security deposit pursuant to Section 5 below. The security deposit shall be in the form of a check or wire transfer.
- g. **Permitted Use.** The Premises shall be used only for organization of in-home hospice services (excluding meeting with patients), subject to applicable zoning and other laws, and for no other purpose without the prior written consent of Landlord (the “Permitted Use”).

**h. Notice and Payment Addresses.**

Landlord: Pacific Software Publishing, Inc.  
1404 140<sup>th</sup> Place NE  
Bellevue, WA 98007  
Email: Accounting@PSPInc.com

Tenant: Family Hospice Services, LLC  
1404 140<sup>th</sup> Place NE, Suite  
Bellevue, WA 98007  
Email: Manuela\_Paul@yahoo.com

**2. PREMISES.**

- a. **Lease of Premises.** Landlord leases to Tenant, and Tenant leases from Landlord the Premises upon the terms specified in this Lease.
- b. **Acceptance of Premises.** Except as specified elsewhere in this Lease, Landlord makes no representations or warranties to Tenant regarding the Premises, including the structural condition of the Premises or the condition of all mechanical, electrical, and other systems on the Premises. Except for any tenant improvements to be completed by Landlord as described in the Work Letter attached as Exhibit C (“Landlord’s Work”), Tenant shall accept the Premises and its improvements in their respective AS-IS, WHERE-IS condition, and shall further be responsible for performing any work necessary to bring the Premises into a condition satisfactory to Tenant. By signing this Lease, Teant acknowledges that it has had adequate opportunity to investigate the Premises; acknowledges responsibility for making any corrections, alterations and repairs to the Premises (other than Landlord’s Work); and acknowledges that the time needed to complete any such items shall not delay the Commencement Date.
- c. **Tenant Improvements.** The Work Letter attached as Exhibit C sets forth all Landlord’s Work, if any, and all tenant improvements to be completed by Tenant (“Tenant’s Work”), if any, that will be performed on the Premises. Responsibility for design, payment and performance of all such work shall be as set forth in the Work Letter.

- 3. **TERM.** The term of this Lease shall commence on the Commencement Date and shall end on the Termination Date, subject to any option to extend the term of this Lease set forth in a rider attached hereto (the “Term”).

- a. **Early Possession.** Tenant shall have reasonable access to the Premises during the 20 days preceding the Commencement Date for the sole purpose of installing Tenant's furniture, telecommunications, fixtures, telephone systems and computer cabling and the performance of Tenant's Work, if any. Such access shall be fully coordinated with Landlord in advance and Tenant shall not interfere with Landlord's Work. All of the terms and conditions of this Lease, including Tenant's insurance and indemnification obligations, shall apply during such time, except for payment of Base Rent. If Landlord permits Tenant to possess or occupy the Premises prior to the Commencement Date specified in Section 1, then such early occupancy shall not advance the Commencement Date of the Termination Date set forth in Section 1.
  
- b. **Delayed Possession.** Landlord shall act diligently to make the Premises available to Tenant; provided, however, neither Landlord nor any agent or employee of Landlord shall be liable for any damage or loss due to Landlord's inability or failure to deliver possession of the Premises to Tenant as provided in this Lease. If possession is delayed, the Commencement Date set forth in Section 1 shall also be delayed. If Landlord does not deliver possession of the Premises to Tenant within 30 days after the Commencement Date specified in Section 1, Tenant may elect to cancel this Lease by giving written notice to Landlord no later than 10 days after such time period ends. If Tenant gives such notice of cancellation, as Tenant's sole and exclusive remedy, the Lease shall be cancelled, all prepaid Rent and Security Deposits shall be refunded to Tenant, and neither Landlord nor Tenant shall have any further obligations to the other.

Notwithstanding anything in this Section 3(b) to the contrary, to the extent that any portions of the Landlord's Work or Tenant's Work have not been sufficiently completed in time for the Tenant to occupy or take possession of the Premises on the Commencement Date due to the failure of Tenant to fulfill any of its obligations under this Lease (the "Tenant Delays"), the Term and Tenant's obligation to pay Base Rent and Additional Rent shall nevertheless commence on the Commencement Date set forth in Section 1, or upon the date that the Commencement Date would have occurred but for the Tenant Delays. The first "Lease Year" shall commence on the Commencement Date and shall end on the date which is twelve (12) months from the end of the month in which the Commencement Date occurs. Each successive Lease Year during the Term shall be twelve (12) months, commencing on the first day following the end of the preceding Lease Year.

#### 4. RENT

- a. **Payment of Rent.** Tenant shall pay Landlord without notice, demand, deduction or offset, in lawful money of the United States, the monthly Base Rent stated in Section 1 in advance on or before the first day of each month during the Term beginning on the Commencement Date, and shall also pay any other additional payments due to Landlord ("Additional Rent", and together with Base Rent, the "Rent") when required under this Lease. Payments for any partial month during the Term shall be prorated. All payments due to Landlord under this Lease, including late fees and interest, shall also constitute Additional Rent, and upon



Tenant's failure to pay any such costs, charges or expenses, Landlord shall have the same rights and remedies as otherwise provided in this Lease for the failure of Tenant to pay Rent.

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

c. **Less Than Full Payment.** Landlord's acceptance of less than the full amount of any payment due from Tenant shall not be deemed an accord and satisfaction or compromise of such payment unless Landlord specifically consents in writing to payment of such lesser sum as an accord and satisfaction or compromise of the amount which Landlord claims. Any portion that remains to be paid by Tenant shall be subject to the late charges and default interest provisions of this Section.

5. **SECURITY DEPOSIT.** Upon execution of this Lease, Tenant shall deliver to Landlord the security deposit specified in Section 1 above. Landlord's obligations with respect to the security deposit are those of a debtor and not of a trustee, and Landlord may commingle the security deposit with its other funds. If Tenant defaults in the performance of any covenant or condition of this Lease, Landlord shall have the right, but not the obligation, to use or retain all or any portion of the security deposit for the payment of: (i) Base Rent, Additional Rent, or any other sum as to which Tenant is in default; or (ii) the amount Landlord spends or may become obligated to spend, or to compensate Landlord for any losses incurred by reason of Tenant's default. Tenant acknowledges, however, that the security deposit shall not be considered as a measure of Tenant's damages in case of default by Tenant, and any payment to Landlord from the security deposit shall not be construed as a payment of liquidated damages for Tenant's default. If at any time during the Term of the Lease the security deposit delivered by Tenant becomes insufficient to cover the amounts required under this Section 5, whether or not due to Landlord's application of all or a portion of the security deposit as contemplated by this Section, Tenant shall, within five (5) days after written demand therefor by Landlord, deposit with Landlord an amount sufficient to replenish the security deposit to the amount required in Section 1 above. If Tenant is not in default of any covenant or condition of this Lease at the end of the Term, Landlord shall return any unused portion of the security deposit without interest within 30 days after the surrender of the Premises by Tenant in condition required by Section 12 of this Lease.

6. **USES.** The Premises shall be used only for the Permitted Use, and no other business or purpose without the prior written consent of the Landlord. Tenant shall not do or permit any act to be done on or around the Premises that violates any law, ordinance, governmental regulation or order or that will increase the existing rate of insurance on the Premises, the Building, or the Property, or cause the cancellation of any insurance on the Premises, the Building or the

Property. Tenant shall not commit or allow to be committed any waste upon the Premises, or any public or private nuisance. Tenant shall not do or permit anything to be done on the Premises, the Building, or the Property which will obstruct or interfere with the rights of other tenants or occupants of the Property, or their employees, officers, agents, servants, contractors, customers, clients, visitors, guest, or other licensees or invitees, or to injure or annoy such persons.

7. **COMPLIANCE WITH LAWS.** Landlord represents to Tenant that as of the Commencement Date, to Landlord's actual knowledge but without duty of investigation, and with the exception of any Tenant's Work, the Premises comply with all applicable laws, rules, regulations, and orders, including without limitation, the Americans With Disabilities Act, and Landlord shall be responsible to promptly cure at its sole cost any noncompliance which existed on the Commencement Date. Tenant shall be responsible for complying with all laws applicable to the Premises as a result of the Permitted Use, and Tenant shall be responsible for making any changes or alterations as may be required by law, rule, regulation, or order for the Permitted Use at its sole cost and expense. Otherwise, if changes or alterations are required by law, rule, regulation, or order unrelated to the Permitted Use, Landlord shall make such changes and alterations at its expense.
  
8. **UTILITIES AND SERVICES.** Landlord shall provide the following services for the Premises (7) days per week, (24) hours per day: water; electricity; sewer, trash and/or recycling removal; and HVAC from 8:00 a.m. to 5:00 p.m. Monday through Friday; janitorial service in the Premises and Building (5) nights each week, exclusive of holidays. HVAC services will also be provided by Landlord to the Premises during additional hours on reasonable notice to Landlord, at Tenant's sole cost and expenses, at an hourly rate reasonable established by Landlord from time to time and payable by Tenant, as and when billed, as Additional Rent. If water and electricity services are not separately metered to the Premises, Tenant shall pay its proportionate share of all charges for any utilities that are jointly metered based on the ratio which the rentable square feet of the Premises bears to the total rentable square feet served by the joint meters. Notwithstanding the foregoing, if Tenant's use of the Premises incurs utility service charges which are above those usual and customary for the Permitted Use, Landlord reserves the right to require Tenant to pay a reasonable additional charge for such usage.

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

9. **TAXES AND ASSESSMENTS.** Tenant shall pay all taxes, assessments, liens and license fees ("Taxes") levied, assessed or imposed by any authority having the direct or indirect power to tax

or assess any such liens, related to or required by the Tenant's use of the Premises as well as all Taxes on Tenant's personal property located on the Premises. Landlord shall pay all Taxes with respect to the Building and the Property.

#### **10. COMMON AREAS.**

- a. **Definition.** The term "Common Areas: means all areas, facilities and building systems that are provided and designated from time to time by Landlord and the general non-exclusive use and convenience of Tenant and other tenants of the Property and which are not leased or held for the exclusive use of a particular tenant. To the extent that such areas and facilities exist within the Property, Common Areas include hallways, entryways, stairs, elevators, driveways, walkways, terraces, docks, loading areas, restrooms, trash facilities, parking areas and garages, roadways, pedestrian sidewalks, landscaped areas, security areas, lobby or mall areas, common HVAC systems, common electrical service, equipment and facilities, and common mechanical systems, equipment and facilities. Tenant shall comply with, and shall use commercially reasonable efforts to cause its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licenses or invitees to comply with, reasonable rules and regulations concerning the use of the Common Areas adopted by Landlord from time to time, and shall not interfere with the use of Common Areas by others. Without advance notice to Tenant and without any liability to Tenant, Landlord may change the size, use, or nature of any Common Areas, erect improvement on the Common Areas or convert any portion of the Common Areas to the exclusive use of Landlord or selected tenants, so long as Tenant is not thereby deprived of the substantial benefit of the Premises. Landlord reserves the use of exterior walls and the roof of the Building and other improvements at the Property, and the right to install, maintain, use, repair and replace pipes, ducts, conduits, and wires leading through the Premises in the areas which will not materially interfere with Tenant's use thereof.
- b. **Use of Common Areas.** Tenant shall have the non-exclusive right, in common with such other tenants to whom Landlord has granted or may grant such rights, to use the Common Areas.
- c. **Maintenance of Common Areas.** Landlord shall maintain the Common Areas in good order, condition and repair. In performing such maintenance, Landlord shall use commercially reasonable efforts to minimize interference with Tenant's use and enjoyment of the Premises.

- 11. ALTERATIONS.** Tenant may make alterations, additions or improvement to the Premises (the "Alterations", only with the prior written consent of Landlord, which consent, with respect to Alterations not affecting the structural components of the Premises or utility systems therein or for which the aggregate cost and expense does not exceed \$10,000, shall not be unreasonably withheld, conditioned, or delayed. Landlord shall have 30 days following Tenant's request for Landlord's consent to any Alterations to respond to such request, provided that Tenant's request includes the names of Tenant's contractors and reasonably detailed plans and specifications

therefor. The term "Alterations: shall not include: (i) any of Tenant's Work approved by Landlord pursuant to Exhibit C, (ii) Tenant's Signage (as further provided in Section 14), or (iii) the installation of shelves, movable partitions, Tenant's equipment and trade fixtures that may be installed and removed without damaging existing improvements or the structural integrity of the Premises, the Building, or the Property. Tenant shall perform all work at Tenant's expense and in compliance with all applicable laws and shall complete all Alterations in accordance with plans and specification approved by Landlord, using contractors approved by Landlord, and in a manner so as not to unreasonably interfere with other tenants. Tenant shall pay when due, or furnish a bond for payment of (as set forth in section 19), all claims for labor or materials furnished to or for Tenant at, or for use in, the Premises, which claims are or may be secured by any mechanics' or materialmens' liens against the Premises or the Property or any interest therein. Except as otherwise provided the Work Letter attached as Exhibit C with respect to Tenant's Work, any improvement installed as part of the Tenant Work's or Alterations performed or caused to be performed by Tenant shall become the property of Landlord. Tenant shall immediately repair any damage to the Premises caused by removal of improvements performed as part of Tenant's Work and/or Alterations.

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

13. **ACCESS AND RIGHT OF ENTRY** . After twenty-four (24) hours' notice from Landlord (except in cases of emergency, when no notice shall be required), Tenant shall permit Landlord and its agents, employees and contractors to enter the Premises at all reasonable times to make repairs, inspections, alterations or improvements, provided that Landlord shall use reasonable efforts to minimize interference with Tenant's use and enjoyment of the Premises. This Section shall not impose any repair or other obligation upon Landlord not expressly stated elsewhere in this Lease. After reasonable notice to Tenant, Landlord shall have the right to enter the Premises for the purpose of (a) showing the Premises to prospective purchasers or lenders at any time, and to prospective tenants within 180 days prior to the expiration or sooner termination of the Term, and (b) posting "for lease" signs within 180 days prior to the expiration or sooner termination of the Term.
14. **SIGNAGE**. Tenant shall obtain Landlord's written consent as to size, location, materials, method of attachment, and appearance, before installing any signs upon the Premises. Tenant shall install and maintain any approved signage ("Signage") at Tenant's sole expense and in compliance with all applicable laws. Unless as otherwise provided in Exhibit C with respect to any of Tenant's Work, any Signage installed by Tenant shall be removed from the Premises, Building and Property at Tenant's expense upon the expiration or earlier termination of the Term. Tenant shall not damage or deface the Premises in installing or removing Signage and shall repair any injury or damage to the Premises caused by such installation or removal.
15. **DESTRUCTION OR CONDEMNATION**

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

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

If the Premises, the portion of the Building or the Property necessary for Tenant's occupancy, or 50% or more of the rentable area of the Property are entirely destroyed, or partially damaged and rendered untenable, by fire or other casualty, Landlord may, at its option: (a) terminate this Lease as provided

herein, or (b) restore the Premises and the portion of the Property necessary for Tenant's occupancy to their previous condition to the extent required below; provided, however, if such casualty event occurs during the last six (6) months of the Term (after considering any option to extend the term timely exercised by Tenant) then either Tenant or Landlord may elect to terminate the Lease. If, within 60 days after receipt by Landlord from Tenant of written notice that Tenant deems the Premises or the portion of the Property necessary for Tenant's occupancy untenable, Landlord fails to notify Tenant of its election to restore those areas, or if Landlord is unable to restore those areas within six (6) months of the date of the casualty event, then Tenant may elect to terminate the Lease upon 20 days' notice to Landlord unless Landlord, within such 20 day period, notifies Tenant that it will in fact restore the Premises or actually completes such restoration work to the extent required below, as applicable.

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

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

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

## 16. INSURANCE.

- a. **Tenant's Liability Insurance.** During the Term, Tenant shall pay for and maintain commercial general liability insurance with broad form property damage and contractual liability endorsements. This policy shall (i) contain an endorsement identifying Landlord, its property manager (if any), and other parties designated by Landlord as additional insureds using an endorsement form acceptable to Landlord, (ii) insure Tenant's activities and those of Tenant's employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees with respect to the Premises against loss, damage or liability for personal injury or bodily injury (including death) or loss or damage to property with a

combined single limit of not less than \$2,000,000 per occurrence, and a deductible of not more than \$10,000, and (iii) contain a provision requiring the insurer to deliver or mail written notice of cancellation to the named insureds at least 45 days before the effective date of the cancellation. Tenant's insurance will be primary and noncontributory with any liability insurance carried by Landlord. Landlord may also require Tenant to obtain and maintain at Tenant's sole cost business income coverage for at least six (6) months, business auto liability coverage, and, if applicable to Tenant's Permitted Use, liquor liability insurance and/or warehouseman's coverage.

- b. **Tenant's Property Insurance.** During the Term, Tenant shall pay for and maintain special form clauses of loss coverage property insurance (with coverage for earthquake if required by Landlord's lender and, if the Premises are situated in a flood plain, flood damage) for all of Tenant's personal property, fixtures and equipment, Tenant's Work, and Alterations in the amount of their full replacement value, with a deductible of not more than \$10,000.
- c. **Miscellaneous.** Tenant's insurance required under this Section shall be with companies rated A-/VII or better in Best's Insurance Guide, and which are admitted in the State of Washington. No insurance policy shall be cancelled or reduced in coverage and each such policy shall provide that it is not subject to cancellation or a reduction in coverage except after 30 days prior notice to Landlord. Tenant shall deliver to Landlord prior to Tenant's first taking possession of or occupying the Premises, and from time to time thereafter, copies of the insurance policies or evidence of insurance and copies of endorsements required by this Section. In no event shall the limits of such policies be considered as limiting the liability of Tenant under this Lease. If Tenant fails to acquire or maintain any insurance or provide any policy or evidence of insurance required by this Section, and such failure continues for three (3) days after notice from Landlord, Landlord may, but shall not be required to, obtain such insurance for Landlord's benefit and Tenant shall reimburse Landlord for the costs of such insurance upon demand. Such amounts shall be Additional Rent payable by Tenant hereunder and in the event of non-payment thereof, Landlord shall have the same rights and remedies with respect to such non-payment as it has with respect to any other non-payment of Rent hereunder.
- d. **Landlord's Insurance.** Landlord shall carry special form clauses of loss coverage property insurance of the Building shell and core in the amount of their full replacement value, liability insurance with respect to the Common Areas, and such other insurance of such types and amounts as Landlord, in its discretion, shall deem reasonably appropriate.
- e. **Waiver of Subrogation.** Notwithstanding any other provision of this Lease to the contrary, Landlord and Tenant hereby release each other and any other tenant, their agents or employees, from responsibility for, and waive their entire claim of recovery for any loss or damage arising from any cause covered by insurance required to be carried or otherwise carried by each of them. Each party shall provide notice to the insurance carrier or carriers of this mutual waiver of subrogation, and shall cause its respective insurance carriers to waive all rights of subrogation against the other. This waiver shall not apply to the extent of the deductible amounts to any such policies or to the extent of liabilities exceeding the limits of such policies.

## 7. INDEMNIFICATION

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

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

- c. **Waiver of Immunity.** Landlord and Tenant each specifically and expressly waive any immunity that each may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Neither party's indemnity obligations under this Lease shall be limited by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under the Worker Compensation Acts, Disability Benefit Acts or other employee benefit acts.
  - d. **Exemption of Landlord from Liability.** Except to the extent of claims arising out of Landlord's gross negligence or intentional misconduct, Landlord shall not be liable for injury to Tenant's business or assets or any loss of income therefrom or for damage to any property of Tenant or of its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, or any other person in or about the Premises or the Property.
  - e. **Survival.** The provisions of this Section 17 shall survive expiration or termination of this Lease.
8. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign, sublet, mortgage, encumber or otherwise transfer any interest in this Lease (collectively referred to as a "Transfer") or any part of the Premises, without first obtaining Landlord's written consent, which shall not be unreasonably withheld, conditioned, or delayed. No Transfer shall relieve Tenant of any liability under this Lease notwithstanding Landlord's consent to such Transfer. Consent to any Transfer shall not operate as a waiver of the necessity for Landlord's consent to any subsequent Transfer. In connection with each request for consent to a Transfer, Tenant shall pay the reasonable cost of processing the same, including attorneys' fees, upon demand of Landlord, up to a maximum of \$1,250.

Any transfer of this Lease by merger, consolidation, redemption or liquidation of Tenant, or any change in the ownership of, or power to vote, which singularly or collectively represents a majority of the beneficial interest in Tenant, shall constitute a Transfer under this Section.

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

9. **LIENS.** Tenant is not authorized to subject the Landlord's estate to any liens or claims of lien. Tenant shall keep the Property and Premises free from any liens created by or through Tenant. Tenant shall indemnify, defend, and hold Landlord and the Property and Premises harmless from liability for any such liens including, without limitation, liens arising from any of Tenant's Work or Alterations. If a lien is filed against the Premises by any person claiming by, through or under Tenant, Tenant shall have the right to contest the correctness or validity of the lien, provided, however, within 10 days after Landlord's demand, at Tenant's expense, Tenant shall either remove the lien, or shall procure and record a lien release bond issued by a surety satisfactory to Landlord in form and amount sufficient to satisfy statutory requirements for satisfaction and release of the subject lien(s) from the Premises and Property. Tenant shall indemnify Landlord, the Premises, and the Property from and against all liabilities, costs and expenses, including attorneys' fees, which Landlord could reasonably incur as a result of such lien.
10. **DEFAULT.** Each of the following events shall constitute an "Event of Default" by Tenant under this Lease:



- a. **Failure To Pay.** Failure by Tenant to pay any sum, including Rent, due under this Lease following five (5) days' notice from Landlord of the failure to pay.
- b. **Vacation/Abandonment.** Vacation by Tenant of the Premises (defined as an absence for at least 15 consecutive days without prior notice to Landlord), or abandonment by Tenant of the Premises (defined as an absence of five (5) days or more while Tenant is in breach of some other term of this Lease). Tenant's vacation or abandonment of the Premises shall not be subject to any notice or right to cure.
- c. **Insolvency.** Tenant's insolvency or bankruptcy (whether voluntary or involuntary); or appointment of a receiver, assignee or other liquidating officer for Tenant's business; provided, however, that in the event of any involuntary bankruptcy or other insolvency proceeding, the existence of such proceeding shall constitute an Event of Default only if such proceeding is not dismissed or vacated within 60 days after its institution or commencement.
- d. **Levy or Execution.** The taking of Tenant's interest in this Lease or the Premises, or any part thereof, by execution or other process of law directed against Tenant, or attachment of Tenant's interest in this Lease by any creditor of Tenant, if such attachment is not discharged within 15 days after being levied.
- e. **Other Non-Monetary Defaults.** The breach by Tenant of any agreement, term or covenant of this Lease other than one requiring the payment of money and not otherwise enumerated in this Section or elsewhere in this Lease, which breach continues for a period of 30 days after notice by Landlord to Tenant of the breach, provided that, if the nature of such default is such that it cannot be cured within such 30 day period, no Event of Default shall occur so long as Tenant commences such cure within 30 days of notice by Landlord and diligently pursues such cure to completion, but in no event longer than 60 days from the date of Landlord's notice.
- f. **Failure to Take Possession.** Failure by Tenant to take possession of the Premises on the Commencement Date following five (5) days' notice from Landlord of Tenant's failure to take possession.

Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within 30 days after notice by Tenant to Landlord, provided that, if the nature of such default is such that it cannot be cured within such 30 day period, Landlord shall not be in default if Landlord commences such cure within 30 days of notice by Tenant and diligently pursues such cure to completion. If Landlord fails to cure any such default within the allotted time, Tenant's sole remedy shall be to seek actual money damages (but not consequential or punitive damages) for loss arising from Landlord's failure to discharge its obligations under this Lease. Nothing herein contained shall relieve Landlord from its duty to perform any of its obligations to the standard prescribed in this Lease.

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

- 21. **REMEDIES.** Landlord shall have the following remedies upon an Event of Default. Landlord's rights and remedies under this Lease shall be cumulative and non-exclusive.
  - a. **Termination of Lease.** Landlord may terminate Tenant's interest under the Lease, but no act by Landlord other than notice of termination from Landlord to Tenant shall terminate this Lease. The Lease shall terminate on the date specified in the notice of termination. Upon termination of this Lease, Tenant will remain liable to Landlord for damages in an amount equal to Rent and other sums that would have been owing by Tenant under this Lease for the balance of the Term, less the net proceeds, if any, of any reletting of the Premises by Landlord subsequent to the termination, after deducting all of Landlord's Reletting Expenses (as defined below). Landlord shall be entitled to either collect damages from Tenant monthly on the days on which rent or other amounts would have been payable under the Lease, or alternatively, Landlord may accelerate Tenant's obligations under the Lease and recover from Tenant: (i) unpaid rent which had been earned at the time of termination; (ii) the amount by which the unpaid rent

which would have been earned after termination until the time of award exceeds the amount of rent loss that Tenant proves could reasonably have been avoided; (iii) the amount by which the unpaid rent for the balance of the term of the Lease after the time of award exceeds the amount of rent loss that Tenant proves could reasonably be avoided (discounting such amount by the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus 1%); and (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under the Lease, or which in the ordinary course would be likely to result from the Event of Default, including without limitation Reletting Expenses described below.

- b. **Re-Entry and Reletting.** Landlord may continue this Lease in full force and effect, and without demand or notice, re-enter and take possession of the Premises or any part thereof, expel the Tenant from the Premises and anyone claiming through or under the Tenant, and remove the personal property of either. Landlord may relet the Premises, or any part of them, in Landlord's or Tenant's name for the account of Tenant, for such period of time and at such other terms and conditions as Landlord, in its discretion, may determine. Landlord may collect and receive the rents for the Premises. To the fullest extent permitted by law, the proceeds of any reletting shall be applied: first, to pay Landlord all Reletting Expenses (defined below); second, to pay any indebtedness of Tenant to Landlord other than rent; third, to the rent due and unpaid hereunder; and fourth, the residue, if any, shall be held by Landlord and applied in payment of other or future obligations of Tenant to Landlord as the same may become due and payable, and Tenant shall not be entitled to receive any portion of such revenue. Re-entry or taking possession of the Premises by Landlord under this Section shall not be construed as an election on Landlord's part to terminate this Lease, unless a notice of termination is given to Tenant. Landlord reserves the right following any re-entry or reletting, or both, under this Section to exercise its right to terminate the Lease. Tenant will pay Landlord the Rent and other sums which would be payable under this Lease if repossession had not occurred, less the net proceeds, if any, after reletting the Premises and after deducting Landlord's Reletting Expenses. "Reletting Expenses" are defined to include all expenses incurred by Landlord in connection with reletting the Premises, including without limitation, all repossession costs, brokerage commissions and costs of securing new tenants, attorneys' fees, remodeling and repair costs, costs for removing persons or property, costs for storing Tenant's property and equipment, and costs of tenant improvements and rent concessions granted by Landlord to any new Tenant, prorated over the life of the new lease.
- c. **Waiver of Redemption Rights.** Tenant, for itself, and on behalf of any and all persons claiming through or under Tenant, including creditors of all kinds, hereby waives and surrenders all rights and privileges which they may have under any present or future law, to redeem the Premises or to have a continuance of this Lease for the Term, or any extension thereof.
- d. **Nonpayment of Additional Rent.** All costs which Tenant is obligated to pay to Landlord pursuant to this Lease shall in the event of nonpayment be treated as if they were payments of Rent, and Landlord shall have the same rights it has with respect to nonpayment of Rent.
- e. **Failure to Remove Property.** If Tenant fails to remove any of its property from the Premises at Landlord's request following an uncured Event of Default, Landlord may, at its option, remove and store the property at Tenant's expense and risk. If Tenant does not pay the storage cost within five (5) days of Landlord's request, Landlord may, at its option, have any or all of such property sold at public or private sale (and Landlord may become a purchaser at such sale), in such manner as Landlord deems proper, without notice to Tenant. Landlord shall apply the proceeds of such sale: (i) to the expense of such sale, including reasonable attorneys' fees actually incurred; (ii) to the payment of the costs or charges for storing such property; (iii) to the payment of any other sums of money which may then be or thereafter become due Landlord from Tenant under any of the terms hereof; and (iv) the balance, if any, to Tenant. Nothing in this Section shall limit Landlord's right to sell Tenant's personal property as permitted by law or to foreclose Landlord's lien for unpaid rent, if any.
22. **MORTGAGE SUBORDINATION AND ATTORNMEN**T. This Lease shall automatically be subordinate to any mortgage or deed of trust created by Landlord which is now existing or hereafter placed upon the

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

23. **NON-WAIVER.** Landlord's waiver of any breach of any provision contained in this Lease shall not be deemed to be a waiver of the same provision for subsequent acts of Tenant. The acceptance by Landlord of Rent or other amounts due by Tenant hereunder shall not be deemed to be a waiver of any previous breach by Tenant.
24. **HOLDOVER.** If Tenant shall, without the written consent of Landlord, remain in possession of the Premises and fail to return them to Landlord after the expiration or termination of this Lease, the tenancy shall be a holdover tenancy at sufferance, which may be terminated according to Washington law. During such tenancy, Tenant agrees to pay to Landlord 150% of the rate of rental last payable under this Lease, unless a different rate is agreed upon by Landlord. All other terms of the Lease shall remain in effect other than any options to extend the Term. Tenant acknowledges and agrees that this Section does not grant any right to Tenant to holdover, and that Tenant may also be liable to Landlord for any and all damages or expenses which Landlord may have to incur as a result of Tenant's holdover.
25. **NOTICES.** All notices under this Lease shall be in writing and effective (i) when delivered in person or via overnight courier to the other party, or (ii) three (3) days after being sent by registered or certified mail to the other party at the address set forth in Section 1. The addresses for notices and payment of rent set forth in Section 1 may be modified by either party only by written notice delivered in conformance with this Section.
26. **COSTS AND ATTORNEYS' FEES.** If Tenant or Landlord engage the services of an attorney to collect monies due or to bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Landlord for the recovery of Rent or other payments or possession of the Premises, the losing party shall pay the prevailing party a reasonable sum for attorneys' fees in such action, whether in mediation or arbitration, at trial, on appeal, or in any bankruptcy proceeding.
27. **ESTOPPEL CERTIFICATES.** Tenant shall, from time to time, upon written request of Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement specifying the following, subject to any modifications necessary to make such statements true and complete: (i) the total rentable square footage of the Premises; (ii) the date the Term commenced and the date it expires; (iii) the amount of minimum monthly Rent and the date to which such Rent has been paid; (iv) that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended in any way; (v) that this Lease represents the entire agreement between the parties; (vi) that all obligations under this Lease to be performed by either party have been satisfied; (vii) that there are no existing claims, defenses or offsets which the Tenant has against the enforcement of this Lease by Landlord; (viii) the amount of Rent, if any, that Tenant paid in advance; (ix) the amount of security that Tenant deposited with Landlord; (x) if Tenant has sublet all or a portion of the Premises or assigned its interest in the Lease and to whom; (xi) if Tenant has any option to extend the Term of the Lease or option to purchase the Premises; and (xii) such other factual matters concerning the Lease or the Premises as Landlord may reasonably request. Tenant acknowledges and agrees that any statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest or assignee of any mortgage or new mortgagee of Landlord's interest in the Premises. If Tenant shall fail to respond within ten (10) days to Landlord's request for the statement required by this Section, Landlord may provide the statement and Tenant shall be deemed to have admitted the accuracy of the information provided by Landlord.

28. **TRANSFER OF LANDLORD'S INTEREST.** This Lease shall be assignable by Landlord without the consent of Tenant. In the event of any transfer or transfers of Landlord's interest in the Premises, other than a transfer for collateral purposes only, upon the assumption of this Lease by the transferee, Landlord shall be automatically relieved of obligations and liabilities accruing from and after the date of such transfer, including any liability for any retained security deposit or prepaid rent, for which the transferee shall be liable, and Tenant shall attorn to the transferee.
29. **LANDLORD'S LIABILITY.** Notwithstanding anything in this Lease to the contrary, covenants, undertakings and agreements herein made on the part of Landlord are made and intended not as personal covenants, undertakings and agreements for the purpose of binding Landlord personally or the assets of Landlord but are made and intended for the purpose of binding only the Landlord's interest in the Premises, as the same may from time to time be encumbered. In no event shall Landlord or its partners, shareholders, or members, as the case may be, ever be personally liable hereunder.
30. **RIGHT TO PERFORM.** If Tenant shall fail to timely pay any sum or perform any other act on its part to be performed hereunder, Landlord may make any such payment or perform any such other act on Tenant's behalf, Tenant shall, within 10 days of demand, reimburse Landlord for its expenses incurred in making such payment or performance. Landlord shall (in addition to any other right or remedy of Landlord provided by law) have the same rights and remedies in the event of the nonpayment of sums due under this Section as in the case of default by Tenant in the payment of Rent.
31. **HAZARDOUS MATERIAL.** As used herein, the term "Hazardous Material" means any hazardous, dangerous, toxic or harmful substance, material or waste including biomedical waste which is or becomes regulated by any local governmental authority, the State of Washington or the United States Government, due to its potential harm to the health, safety or welfare of humans or the environment. Landlord represents and warrants to Tenant that, to Landlord's actual knowledge without duty of investigation, there is no Hazardous Material on, in, or under the Premises as of the Commencement Date in excess of reportable quantities except as may otherwise have been disclosed to Tenant in writing before the execution of this Lease. If there is any Hazardous Material on, in, or under the Premises as of the Commencement Date which has been or thereafter becomes unlawfully released in excess of reportable quantities through no fault of Tenant, then Landlord shall indemnify, defend and hold Tenant harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including without limitation sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees, incurred or suffered by Tenant either during or after the Term as the result of such contamination.

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

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

32. **QUIET ENJOYMENT.** Provided Tenant pays Rent and performs all of its obligations in this Lease, Tenant's possession of the Premises will not be disturbed by Landlord or anyone claiming by, through or under Landlord.
33. **MERGER.** The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger and shall, at the option of Landlord, terminate all or any existing subtenancies or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such subtenancies.
34. **GENERAL.**
  - a. **Heirs and Assigns.** This Lease shall apply to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns.
  - b. **Brokers' Fees.** Tenant represents and warrants to Landlord that except for Tenant's Broker, if any, described or disclosed in Section 36 of this Lease, it has not engaged any broker, finder or other person who would be entitled to any commission or fees for the negotiation, execution or delivery of this Lease and shall indemnify and hold harmless Landlord against any loss, cost, liability or expense incurred by Landlord as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Tenant. Landlord represents and warrants to Tenant that except for Landlord's Broker, if any, described or disclosed in Section 36 of this Lease, it has not engaged any broker, finder or other person who would be entitled to any commission or fees for the negotiation, execution or delivery of this Lease and shall indemnify and hold harmless Tenant against any loss, cost, liability or expense incurred by Tenant as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Landlord.
  - c. **Entire Agreement.** This Lease contains all of the covenants and agreements between Landlord and Tenant relating to the Premises. No prior or contemporaneous agreements or understandings pertaining to the Lease shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or amended except in writing, signed by Landlord and Tenant.
  - d. **Severability.** Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision of this Lease.
  - e. **Force Majeure.** Time periods for either party's performance under any provisions of this Lease (excluding payment of Rent) shall be extended for periods of time during which the party's performance is prevented due to circumstances beyond such party's control, including without limitation, fires, floods, earthquakes, lockouts, strikes, embargoes, governmental regulations, acts of God, public enemy, war or other strife; provided in no event shall any of the foregoing events operate to extend the Term of this Lease.
  - f. **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Washington.
  - g. **Memorandum of Lease.** Neither this Lease nor any memorandum or "short form" thereof shall be

recorded without Landlord's prior consent.

- h. **Submission of Lease Form Not an Offer.** One party's submission of this Lease to the other for review shall not constitute an offer to lease the Premises. This Lease shall not become effective and binding upon Landlord and Tenant until it has been fully executed by both parties.
  - i. **No Light, Air or View Easement.** Tenant has not been granted an easement or other right for light, air or view to or from the Premises. Any diminution or shutting off of light, air or view by any structure which may be erected on or adjacent to the Building shall in no way affect this Lease or the obligations of Tenant hereunder or impose any liability on Landlord.
  - j. **Authority of Parties.** Each party to this Lease represents and warrants to the other that the person executing this Lease on behalf of such party has the authority to enter into this Lease on behalf of such party, that the execution and delivery of this Lease has been duly authorized, and that upon such execution and delivery, this Lease shall be binding upon and enforceable against such party.
  - k. **Time.** "Day" as used herein means a calendar day and "business day" means any day on which commercial banks are generally open for business in the state where the Premises are situated. Any period of time which would otherwise end on a non-business day shall be extended to the next following business day. Time is of the essence of this Lease.
35. **EXHIBITS AND RIDERS.** The following exhibits and riders are made a part of this Lease, and the terms thereof shall control over any inconsistent provision in the sections of this Lease:

- Exhibit A: Floor Plan/Outline of the Premises
- Exhibit B: Legal Description of the Property
- Exhibit C: Work Letter

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

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

36. **AGENCY DISCLOSURE.** At the signing of this Lease, Landlord is represented by Dean Altaras - NAI Puget Sound Properties (insert both the name of the Broker and the Firm as licensed) (the "Landlord's Broker"); and Tenant is represented by N/A (insert both the name of the Broker and the Firm as licensed) (the "Tenant's Broker").

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

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

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

- \$ \_\_\_\_\_
- \_\_\_\_\_% of the gross rent payable pursuant to the Lease
- \$ \_\_\_\_\_ per square foot of the Premises
- Other \_\_\_\_\_

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

With respect to any commission earned upon execution of this Lease or pursuant to any expansion of the Premises, Landlord shall pay one-half upon execution of the Lease or any amendment/addenda thereto expanding the Premises, and one-half upon occupancy of the Premises by Tenant. With respect to any commission earned upon extension of the Term of this Lease, Landlord shall pay one-half upon execution of any amendment/addenda to the Lease extending the Term and one-half upon the commencement date of such extended term. Landlord's Broker shall pay to Tenant's Broker (as identified in the Agency Disclosure paragraph above) the amount stated in a separate agreement between them or, if there is no agreement, \$ \_\_\_\_\_ or \_\_\_\_\_% (complete only one) of any commission paid to Landlord's Broker, within five (5) days after receipt by Landlord's Broker.

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

38. **BROKER PROVISIONS.**

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

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

Pacific Software Publishing, Inc.  
LANDLORD

Family Hospice Services, LLC  
TENANT

\_\_\_\_\_  
Kenichi Uchikura  
BY

\_\_\_\_\_  
Manuela Paul

President  
ITS

\_\_\_\_\_  
ITS



STATE OF WASHINGTON

COUNTY OF KING

This record was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_  
Notary Public for the State of Washington

\_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF WASHINGTON

COUNTY OF KING

This record was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by

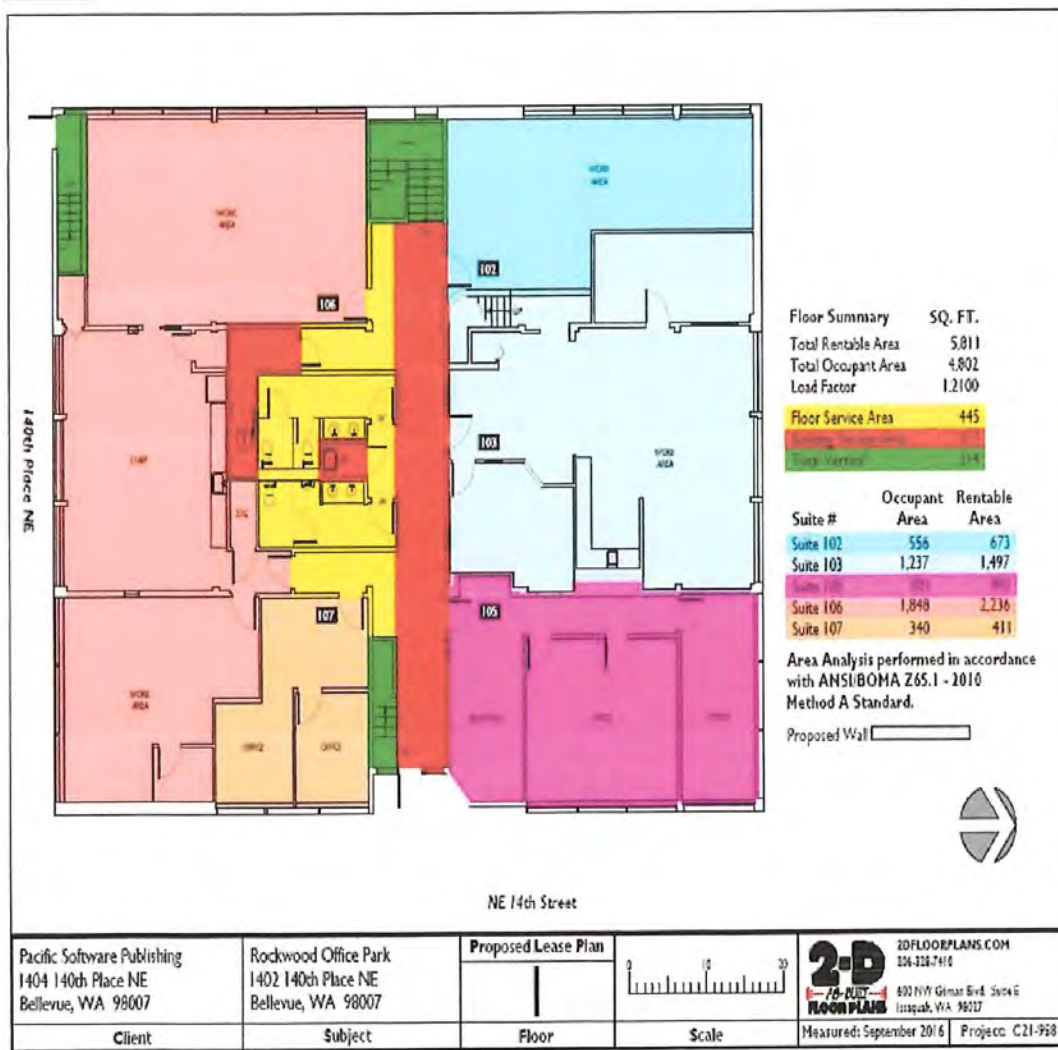
\_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_  
Notary Public for the State of Washington

\_\_\_\_\_  
My commission expires: \_\_\_\_\_

# EXHIBIT A

## [Floor Plan/Outline of the Premises]



**EXHIBIT B**

[Legal Description of the Property]

PARCEL B, CITY OF BELLEVUE SHORT PLAT NUMBER 90-5979, RECORDED UNDER RECORDING NUMBER 9101049002, SAID SHORT PLAT BEING A SUBDIVISION OF LOT 1, CITY OF BELLEVUE SHORT PLAT NUMBER 81-27, RECORDED UNDER RECORDING NUMBER 8209099003. WHICH IS A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 25 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON.

EXHIBIT C

[Work Letter]

CHECK IF APPLICABLE:

1.  Improvements to be Completed by Landlord

A. Performance of Improvements. Subject to the terms and conditions of this Lease and any Improvement Allowance provided herein, Landlord's obligations to improve the Premises shall be limited to the work ("Landlord's Work") described below. All other work shall be performed by Tenant at its sole expense or, if performed by Landlord, shall be promptly reimbursed by Tenant. Landlord's Work shall be deemed to be "substantially complete" on the date that Landlord's notifies Tenant that Landlord's Work is complete, except for punch list items that do not impair the use or operations thereof, would not prevent Tenant from occupancy and/or performing Tenant's Work, and except for that portion of Landlord's Work, if any, which cannot be feasibly performed before Tenant completes Tenant's Work, fixturing, or decorating.

The work to be done by Landlord in satisfying its obligation to complete Landlord's Work under the Lease shall be limited to the following (check one):

As identified below (check and describe all that apply);

- FLOOR: \_\_\_\_\_
- WALLS: Add finished demising wall as shown on floor plan to 106, to create 108 if needed
- CEILING: \_\_\_\_\_
- LIGHTING: \_\_\_\_\_
- WASHROOM(S): \_\_\_\_\_
- ELECTRICAL: \_\_\_\_\_
- HVAC: \_\_\_\_\_
- OTHER: \_\_\_\_\_

As mutually agreed upon between Landlord and Tenant as follows:

- a. Within \_\_\_\_\_ days ((10) days if not filled in) after mutual acceptance of the Lease, Tenant shall prepare and submit for Landlord's review a preliminary sketch of the improvements to be performed by Landlord ("Preliminary Landlord Plan"). Landlord and Tenant shall cooperate in good faith to adopt a mutually acceptable Preliminary Landlord Plan.
- b. Upon Landlord's approval of the Preliminary Landlord Plan, Landlord shall promptly prepare (or cause to be prepared) construction documents (i.e., those plans used for submittal to the appropriate governmental bodies for all necessary permits and approvals for Landlord's Work, if any) for Tenant's review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. The construction documents, once approved, shall then constitute "Landlord's Improvement Plans."
- c. Landlord shall submit the Landlord's Improvement Plans to the appropriate governmental body for plan checking and issuance of necessary permits and approvals, as applicable. Landlord and Tenant shall cooperate and use commercially reasonable efforts to cause to be made any changes in the Landlord's Improvement Plans necessary to obtain such permits and approvals; provided, however, any costs and expenses resulting from the foregoing changes to Landlord's Work that exceed the Improvement Allowance shall be borne at Tenant's sole cost and expense.

- B. Defects in Landlord's Work. If Tenant fails to notify Landlord of any defects in the Landlord's Work within 30 days of delivery of possession of the Premises to Tenant, Tenant shall be deemed to have accepted the Premises in their then-existing condition. If Tenant discovers any major defects in the Landlord's Work during this 30-day period that would prevent Tenant from using the Premises for the Permitted Use, Tenant shall notify Landlord and the Commencement Date shall be delayed until after Landlord has notified Tenant that Landlord has corrected the major defects and Tenant has had five (5) days to inspect and approve the Premises. The Commencement Date shall not be delayed if Tenant's inspection reveals minor defects in the Landlord's Work that will not prevent Tenant from using the Premises for the Permitted Use. Tenant shall prepare a punch list of all minor defects in Landlord's Work and provide the punch list to Landlord, which Landlord shall promptly correct.

2.  **Improvements to be Completed by Tenant**

- A. Performance of Improvements. Subject to the terms and conditions of the Lease and any Improvement Allowance provided herein, Tenant shall complete, at its sole cost and expense, the work identified in the Tenant Improvement Plans (as such term is defined below) adopted by Landlord and Tenant in accordance with the provisions below ("Tenant's Work"). Tenant's Work shall be performed lien free and in a workmanlike manner, without interference with other work, if any, being done in the Premises or Property, including any of Landlord's Work, and in compliance with all laws and reasonable rules promulgated from time to time by Landlord, its property manager, architect, and contractors.

The work to be done by Tenant in satisfying its obligation to complete Tenant's Work under the Lease shall be limited to the following (check one):

- As identified below (check and describe all that apply);

- FLOOR: \_\_\_\_\_
- WALLS: \_\_\_\_\_
- CEILING: \_\_\_\_\_
- LIGHTING: \_\_\_\_\_
- WASHROOM(S): \_\_\_\_\_
- ELECTRICAL: \_\_\_\_\_
- HVAC: \_\_\_\_\_
- OTHER: \_\_\_\_\_

- As mutually agreed upon between Landlord and Tenant as follows:

- a. Within \_\_\_\_\_ days ((10) days if not filled in) after mutual acceptance of the Lease, Tenant shall prepare and submit for Landlord's review a preliminary sketch of the Tenant Improvements ("Preliminary Tenant Plan"). Landlord and Tenant shall cooperate in good faith to adopt a mutually acceptable Preliminary Plan.
- b. Upon approval of the Preliminary Tenant Plan by Landlord, Tenant shall promptly prepare construction documents (i.e., those plans used for submittal to the appropriate governmental bodies for all necessary permits and approvals for the Tenant's Work, if any) for Landlord's review and approval. The construction documents, once approved, shall then constitute the "Tenant Improvements Plans."
- c. Upon approval by Landlord, Tenant shall submit the Tenant Improvements Plans to the appropriate governmental body for plan checking and issuance of necessary permits and approvals. Tenant, with Landlord's approval, shall cause to be made any changes in the Tenant Improvements Plans necessary to obtain such permits and approvals.
- d. Landlord makes no warranty or representation of any type or nature with respect to the adequacy or sufficiency of the Tenant Improvements Plans for any purpose. Landlord makes no warranty or

representation of any type or nature with respect to the quality, suitability, or ability of contractor or the quality of the work or materials supplied or performed with respect to the Tenant Improvements by contractor, the subcontractors, Tenant's agents, or any other person or entity.

B. General Requirements. Tenant shall submit to Landlord, prior to the commencement of the construction of Tenant's Work, the following information for Landlord's review and approval (check all that apply):

- The names, contact names, addresses, and license numbers of all general contractors and subcontractors Tenant intends to use in the construction of Tenant's Work.
- A reasonably detailed schedule for Tenant's performance of Tenant's Work (including, without limitation, the date on which Tenant's Work will commence, the estimated date of completion of Tenant's Work, and the date on which Tenant expects to open for business in the Premises).
- Evidence of insurance as required in the Lease and any other insurance usual and customary for performance of Tenant's Work and requested by Landlord.
- Copies of all required governmental permits.

C. Contractor Qualifications. All contractors and subcontractors to perform Tenant's Work shall be licensed contractors, capable of performing quality workmanship and working in harmony with Landlord's general contractor in the Building, if any. Upon notice from Landlord, Tenant shall stop using (or cause contractor or any subcontractor to stop using) any person or entity disturbing labor harmony with any work force or trade engaged in performing Tenant's Work or other work, labor, or services in or about the Building. All work shall be coordinated with any on-going construction work on the Building. Landlord shall have the right to disapprove, in Landlord's reasonable discretion, any contractor or subcontractor which Tenant desires to engage for Tenant's Work.

### 3. Improvement Allowance

Provided there is no uncured Event of Default by Tenant under the Lease, upon completion of Landlord's Work or Tenant's Work, as applicable, Landlord shall provide an allowance ("Improvement Allowance") toward the costs and expenses associated with improvements to the Premises in accordance with the following (check one):

- \$ \_\_\_\_\_ per rentable square foot of the Premises. The Improvement Allowance shall be used only for (choose one):  Landlord's Work, or  Tenant's Work, excepting \_\_\_\_\_. If costs associated with completing Tenant's Work exceed the Improvement Allowance, or if any costs of Tenant's Work are not to be paid out of the Improvement Allowance, then the excess or excluded amount shall be paid directly by Tenant.
- None; Tenant shall be obligated to pay all costs, expenses and fees associated with completing the Tenant's Work in accordance with the Tenant Improvement Plans.
- None; Landlord shall be obligated to pay all costs, expenses and fees associated with completing the Landlord's Work in accordance with the Landlord Improvement Plans, however, excepting any costs related to Tenants' furniture, cabling, fixtures and equipment, Signage, design services, and \_\_\_\_\_, and in no event in an amount exceeding \$ \_\_\_\_\_.

4.  **Removal of Improvements/Surrender**. The following scope of Tenant's Work (check one):

- shall become the property of Landlord
- shall be removed by Tenant at its sole cost and expense

upon the expiration or earlier termination of the Lease Term: \_\_\_\_\_

## **EXHIBIT D**

### **ROCKWOOD OFFICE PARK**

**1402 140<sup>TH</sup> PLACE NE, BELLEVUE, WA**

### **RULES AND REGULATIONS**

1. No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed or printed or affixed on or to any part of the outside or inside of the Building without the written consent of Landlord first had and obtained and Landlord shall have the right to remove any such sign, placard, picture, advertisement, name or notice without notice to and at the expense of Tenant.

All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of Tenant by a person approved of by Landlord.

Tenant shall not place anything or allow anything to be placed near the glass of any window, door, partition or wall which may appear unsightly from outside the Premises; provided, however, that Landlord may furnish and install a Building standard window covering at all exterior windows. Tenant shall not without prior written consent of Landlord cause or otherwise sunscreen any window.

2. The sidewalks, halls, passages, exits, entrances, elevators and stairways shall not be obstructed by any of the tenants or used by them for any purpose other than for ingress and egress from their respective Premises.

3. Tenant shall not alter any lock or install any new or additional locks or any bolts on any doors or windows of the Premises.

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

5. Tenant shall not overload the floor of the Premises or in any way deface the Premises or any part thereof.

6. No furniture, freight or equipment of any kind shall be brought into the Building without the prior notice to Landlord and all moving of the same into or out of the Building shall be done at such time and in such manner as Landlord shall designate. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy equipment brought into the Building and also the times and manner of moving the same in and out of the Building. Safes or other heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to

any such safe or property from any cause and all damage done to the Building by moving or maintaining any such safe or other property shall be repaired at the expense of Tenant.

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

8. The Premises shall not be used for the storage of merchandise, for washing clothes, for lodging, or for any improper, objectionable or immoral purposes.

9. Tenant shall not use or keep in the Premises or the Building any kerosene, gasoline or inflammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by Landlord.

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

11. On Saturdays, Sundays and legal holidays, and on other days between the hours of 6:00 P.M. and 8:00 A.M. the following day, access to the Building, or to the halls, corridors, elevators or stairways in the Building, or to the Premises may be refused unless the person seeking access is known to the person or employee of the Building in charge and has a pass or is properly identified. The Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In case of invasion, mob, riot, public excitement, or other commotion, the Landlord reserves the right to prevent access to the Building during the continuance of the same by closing of the doors or otherwise, for the safety of the tenants and protection of property in the Building and the Building.

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

13. No vending machine or machines of any description shall be installed, maintained or operated upon the Premises without the written consent of the Landlord.

14. Landlord shall have the right, exercisable without notice and without liability to Tenant, to change the name and street address of the Building of which the Premises are a part.

15. Tenant shall not disturb, solicit, or canvass any occupant of the Building and shall cooperate to prevent same.



16. Without the written consent of Landlord, Tenant shall not use the name of the Building in connection with or in promoting or advertising the business of Tenant except as Tenant's address.

17. Landlord shall have the right to control and operate the public portions of the Building, and the public facilities, and heating and air conditioning, as well as facilities furnished for the common use of the tenants, in such manner as it deems best for the benefit of the tenants generally.

18. All entrance doors in the Premises shall be left locked when the Premises are not in use, and all doors opening to public corridors shall be kept closed except for normal ingress and egress from the Premises.



## Exhibit 9

# Letter of Financial Commitment and Bank Statement of Account

# Exhibit 9a

## Letter of Financial Commitment

# FAMILY HOSPICE SERVICES, LLC

*"Dedicated to Compassionate Care"*

---

December 29, 2023

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

**RE: Financial Commitment Letter for Family Hospice Services, LLC**

Dear Mr. Hernandez:

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

Sincerely,



Manuela Paul, Executive Director  
Family Hospice Services, LLC

---

**Address:** 1404 140th Place N.E., Bellevue, WA. 98075

**Contact:** Manuela Paul, RN, BSN, Executive Director at 425-644-7321 (*office*) 425-260-4581 (*cell*) 425-369-9469 (*Fax*)

Exhibit 9b  
Bank Statement of Account



# Deposit Account Balance Summary

12/12/2023

Requestor information:

FAMILY TO FAMILY SENIOR CARE INC

25633 SE 30TH ST  
SAMMAMISH, WA 98075-9177

Summary of Deposit Account				
Account Number	Account Type	Open Date	Current Balance	Avg Balance (12 mos)
██████████	Chase Business Total Savings	11/01/2013	\$969,934.66	\$1,151,914.00
Customer Information				
FAMILY TO FAMILY SENIOR CARE INC		Sole Owner		
MANUELA PAUL		Signer		
DANIEL PAUL		Signer		

Deposit Account Balance Summary request completed by:

LIN TANG  
(614) 248-5800  
Seattle 4&5

### PLEASE NOTE THAT THE INFORMATION PROVIDED IN THIS LETTER WILL BE THE ONLY INFORMATION RELEASED BY JPMorgan Chase, N.A.

This letter is written as a matter of business courtesy, without prejudice, and is intended for the confidential use of the addressee only. No consideration has been paid or received for the issuance of this letter. The sources and contents of this letter are not to be divulged and no responsibility is to attach to this bank or any of its officers, employees or agents by the issuance or contents of the letter which is provided in good faith and in reliance upon the assurances of confidentiality provided to this bank. Information and expressions of opinion of any type contained herein are obtained from the records of this bank or other sources deemed reliable, without independent investigation, but such information and expressions are subject to change without notice and no representation or warranty as to the accuracy of such information or the reliability of the sources is made or implied or vouched in any way. This letter is not to be reproduced, used in any advertisement or in any way whatsoever except as represented to this bank. This bank does not undertake to notify of any changes in the information contained in this letter. Any reliance is at the sole risk of the addressee.

# Exhibit 10

## Pro Forma Financial Statements



**Family Hospice Services, LLC**  
**REVENUE AND EXPENSE STATEMENT**

	April 2025	2026	2027	2028	Rate	Description
# of Months	9	12	12	12		
Admissions	48.6	116.4	169.2	195.6		
Patient Days	2,970	7,113	10,340	11,953	61.11	Based on ALOS of 61.11
Average Daily Census	10.8	19.5	28.3	32.7		Patient Days / 365

**REVENUE**

**Days of Care**

Routine Home Care - Tier 1	1,310	3,137	4,560	5,271	45.00%	% of Total Routine Days
Routine Home Care - Tier 2	1,601	3,834	5,573	6,443	55.00%	% of Total Routine Days
Total Routine Home Care	2,911	6,971	10,133	11,714	98.00%	% of Total Patient Days
General Inpatient	15	36	52	60	0.50%	% of Total Patient Days
Continuous Care	10	25	36	42	0.35%	% of Total Patient Days
Inpatient Respite Care	34	82	119	137	1.15%	% of Total Patient Days
<b>Total</b>	<b>2,970</b>	<b>7,113</b>	<b>10,340</b>	<b>11,953</b>	<b>100.00%</b>	

**Per Diem Rates**

Routine Home Care - Tier 1	\$234.65	\$234.65	\$234.65	\$234.65	\$234.65	Per Diem Rate
Routine Home Care - Tier 2	\$185.44	\$185.44	\$185.44	\$185.44	\$185.44	Per Diem Rate
General Inpatient	\$1,242.85	\$1,242.85	\$1,242.85	\$1,242.85	\$1,242.85	Per Diem Rate
Continuous Care	\$558.95	\$558.95	\$558.95	\$558.95	\$558.95	Per Diem Rate
Inpatient Respite Care	\$550.07	\$550.07	\$550.07	\$550.07	\$550.07	Per Diem Rate

**Gross Revenue by Level of Care**

Routine Home Care - Tier 1	\$307,332	\$736,079	\$1,069,970	\$1,236,916
Routine Home Care - Tier 2	\$296,845	\$710,961	\$1,033,459	\$1,194,708
General Inpatient	\$18,456	\$44,203	\$64,254	\$74,280
Continuous Care	\$5,810	\$13,916	\$20,228	\$23,384
Inpatient Respite Care	\$18,787	\$44,997	\$65,408	\$75,613
<b>Gross Revenue Total</b>	<b>\$647,230</b>	<b>\$1,550,155</b>	<b>\$2,253,319</b>	<b>\$2,604,900</b>

**Payer Mix**

Medicare and Medicare Managed	87.30%	87.30%	87.30%	87.30%	87.30%	% of Gross Revenue
Medicaid and Medicaid Managed	9.50%	9.50%	9.50%	9.50%	9.50%	% of Gross Revenue
Private-/Self-Pay	0.85%	0.85%	0.85%	0.85%	0.85%	% of Gross Revenue
Commercial	1.60%	1.60%	1.60%	1.60%	1.60%	% of Gross Revenue
VA	0.75%	0.75%	0.75%	0.75%	0.75%	% of Gross Revenue
<b>Total</b>	<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>	

**Gross Revenue by Payer**

Medicare and Medicare Managed	\$565,032	\$1,353,286	\$1,967,147	\$2,274,078
Medicaid and Medicaid Managed	61,487	147,265	214,065	247,466
Private-/Self-Pay	5,501	13,176	19,153	22,142
Commercial	10,356	24,802	36,053	41,678
VA	4,854	11,626	16,900	19,537
<b>Gross Revenue</b>	<b>\$647,230</b>	<b>\$1,550,155</b>	<b>\$2,253,319</b>	<b>\$2,604,900</b>

**Deductions from Revenue**

Bad Debt	4,790	11,471	16,675	19,276	0.74%	% of Gross Revenue
Sequestration Adjustment	12,945	31,003	45,066	52,098	2.00%	% of Gross Revenue
Contractual Allowance (Excluding Sequestration)	7,961	19,067	27,716	32,040	1.23%	% of Gross Revenue
Charity Care	28,802	68,982	100,273	115,918	4.45%	% of Gross Revenue
<b>Total Net Revenue</b>	<b>592,733</b>	<b>1,419,632</b>	<b>2,063,589</b>	<b>2,385,568</b>		

**EXPENSES**

Salaries & Wages	485,786	722,330	936,384	1,062,041	-->	See Staffing Worksheet
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**Family Hospice Services, LLC**  
**REVENUE AND EXPENSE STATEMENT**

	April 2025	2026	2027	2028	Rate	Description
Payroll Taxes & Benefits	116,589	173,359	224,732	254,890	24.00%	% of Salaries & Wages
Pharmacy	19,884	47,623	69,225	80,026	\$6.70	Per Patient Day
Durable Medical Equipment	23,225	55,625	80,857	93,473	\$7.82	Per Patient Day
Medical Supplies	7,559	18,103	26,315	30,421	\$2.55	Per Patient Day
Other Direct Patient Care Costs	3,638	8,714	12,666	14,643	\$1.23	Per Patient Day
Dietitian	270	648	941	1,088	\$0.09	Per Patient Day
Physical Therapist	452	1,083	1,574	1,820	\$0.15	Per Patient Day
Speech Therapist	279	667	970	1,122	\$0.09	Per Patient Day
Occupational Therapist	441	1,056	1,534	1,774	\$0.15	Per Patient Day
General Inpatient Costs	16,887	40,446	58,793	67,966	91.50%	% of GIP Revenue
Inpatient Respite Costs	14,372	34,422	50,037	57,844	76.50%	% of IR Revenue
5% Room & Board	4,084	9,781	14,217	16,436	\$1.38	Per Patient Day
Mileage Reimbursement	17,448	41,790	60,746	70,225	\$5.88	Per Patient Day
Medical Director	54,000	72,000	72,000	72,000	-->	See Med. Dir. Schedule
Advertising & Marketing	9,711	23,259	33,810	39,085	\$3.27	Per Patient Day
Rent	10,125	13,500	13,500	13,500	-->	See Rent Schedule
Dues & Subscriptions	1,784	4,272	6,209	7,178	\$0.60	Per Patient Day
Office Expense	3,911	9,368	13,618	15,743	\$1.32	Per Patient Day
Property & Liability Insurance	1,350	1,800	1,800	1,800	\$150.00	Monthly Amount
License Fee	13,883	0	1,856	0	-->	See Licensing Schedule
Depreciation	7,042	9,389	9,389	9,389	-->	See Depr. Schedule
Washington State B&O Taxes	8,891	21,294	30,954	35,784	1.50%	% of Net Revenue
Miscellaneous Expense	38,384	91,932	133,632	154,483	\$12.92	Per Patient Day
<b>Total Expenses</b>	<b>859,995</b>	<b>1,402,462</b>	<b>1,855,762</b>	<b>2,102,729</b>		
<b>Net Income (Loss)</b>	<b>-267,262</b>	<b>17,171</b>	<b>207,828</b>	<b>282,839</b>		

**Family Hospice Services, LLC  
STAFFING WORKSHEET**

**FTE Projections**

	April 2025	2026	2027	2028	Assumption
# of Months	9	12	12	12	
ADC	10.8	19.5	28.3	32.7	
Registered Nurse	2.00	2.65	3.86	4.46	0.1361 FTE Per ADC. Minimum of 2 FTE
Hospice Aide	1.50	2.05	2.98	3.45	0.1053 FTE Per ADC. Minimum of 1.5 FTE
Social Worker	0.75	0.75	1.03	1.19	0.0363 FTE Per ADC. Minimum of 0.75 FTE
Volunteer Coordinator	0.75	0.75	0.78	0.90	0.0275 FTE Per ADC. Minimum of 0.75 FTE
Spiritual Care Coordinator	0.75	0.75	0.93	1.07	0.0328 FTE Per ADC. Minimum of 0.75 FTE
Director of Clinical Services	0.50	0.50	0.66	0.76	0.0232 FTE Per ADC. Minimum of 0.5 FTE
Subtotal FTEs - Patient Care	6.25	7.45	10.23	11.83	
Administrator	0.75	0.75	0.75	0.75	0.0151 FTE Per ADC. Minimum of 0.75 FTE
Business Office Manager, Medical Records, Scheduling	1.00	1.00	1.09	1.25	0.0383 FTE Per ADC. Minimum of 1 FTE
Community Liason	0.75	0.75	1.09	1.25	0.0383 FTE Per ADC. Minimum of 0.75 FTE
Intake	1.00	1.00	1.00	1.00	0.0192 FTE Per ADC. Minimum of 1 FTE
Subtotal FTEs - Admin	3.50	3.50	3.92	4.26	
<b>Total FTEs</b>	<b>9.75</b>	<b>10.95</b>	<b>14.16</b>	<b>16.09</b>	

**Salaries & Wage Projections**

	April 2025	2026	2027	2028	Annual Salary / Wage
# of Months	9	12	12	12	
ADC	10.8	19.5	28.3	32.7	
Registered Nurse	\$128,981	\$228,049	\$331,494	\$383,216	\$85,987
Hospice Aide	\$37,768	\$68,897	\$100,150	\$115,776	\$33,571
Social Worker	\$39,233	\$52,310	\$71,791	\$82,992	\$69,747
Volunteer Coordinator	\$28,127	\$37,502	\$38,966	\$45,046	\$50,003
Spiritual Care Coordinator	\$29,813	\$39,751	\$49,268	\$56,955	\$53,002
Director of Clinical Services	\$43,125	\$57,500	\$75,693	\$87,504	\$115,000
Subtotal - Patient Care	\$307,046	\$484,010	\$667,362	\$771,490	
Administrator	\$61,228	\$81,638	\$81,638	\$81,638	\$108,850
Business Office Manager, Medical Records, Scheduling	\$35,813	\$47,751	\$51,830	\$59,917	\$47,751
Community Liason	\$44,648	\$59,531	\$86,155	\$99,597	\$79,375
Intake	\$37,050	\$49,400	\$49,400	\$49,400	\$49,400
Subtotal - Admin	\$178,740	\$238,320	\$269,022	\$290,551	
<b>Total Salaries &amp; Wages</b>	<b>\$485,786</b>	<b>\$722,330</b>	<b>\$936,384</b>	<b>\$1,062,041</b>	

**Family Hospice Services, LLC**  
**OTHER SCHEDULES**

**Rent Schedule**

	April 2025	2026	2027	2028
# of Months	9	12	12	12
Rentable Square Feet	500	500	500	500
Annual Full Rent Per Rentable Square Foot	\$27	\$27	27	27
<b>Total Rent Expense (Adjusted by # of Months)</b>	<b>\$10,125</b>	<b>\$13,500</b>	<b>\$13,500</b>	<b>\$13,500</b>

Source: Letter of Intent to Lease

**Holding Fee and Pre-Op Rent Schedule**

	Jan to Sep 2024	October to December 2024	Jan to March 2025	Total
# of Months	9	3	3	
Rentable Square Feet	169	500	500	
Rent/Holding Fee Per Rentable Square Foot	\$5	\$27	\$27	
<b>Total Holding Fee Expense (Adjusted by # of Months)</b>	<b>\$684</b>	<b>\$3,375</b>	<b>\$3,375</b>	<b>\$7,434</b>
	\$76.05			

**Medical Director Schedule**

	April 2025	2026	2027	2028
# of Months	9	12	12	12
Hours per month	30	30	30	30
Hourly rate	\$200	\$200	\$200	\$200
<b>Total Medical Director Expenses</b>	<b>\$54,000</b>	<b>\$72,000</b>	<b>\$72,000</b>	<b>\$72,000</b>

Source: Medical Director Agreement

**Licensing Schedule**

	April 2025	2026	2027	2028
# of FTEs	9.75	10.95	14.16	16.09
Bi-Annual Licensing Fees	\$0	\$0	\$1,856	\$0
Initial State License Fee	\$3,283			
1st Year Accreditation	\$3,100			
Survey	\$7,500			
<b>Total License Fees</b>	<b>\$13,883</b>	<b>\$0</b>	<b>\$1,856</b>	<b>\$0</b>

**Depreciation Schedule**

	Capital Expenditures	Useful Life (Years)	Monthly Depreciation	
Tenant Improvements		7	\$0	
Equipment	\$46,947	5	\$782	
	April 2025	2026	2027	2028
# of Months	9	12	12	12
Depreciation (TI)	\$0	\$0	\$0	\$0
Depreciation (Equipment)	\$7,042	\$9,389	\$9,389	\$9,389
<b>Total Depreciation</b>	<b>\$7,042</b>	<b>\$9,389</b>	<b>\$9,389</b>	<b>\$9,389</b>

**Family Hospice Services, LLC**  
**BALANCE SHEET**

	-----Forecast-----			
	<u>Year 0</u> 2025	<u>Year 1</u> 2026	<u>Year 2</u> 2027	<u>Year 3</u> 2028
<b>ASSETS</b>				
Cash and Equivalents	\$ 58,803	\$ 44,429	\$ 240,753	\$ 524,761
Accounts Receivable	\$ 86,609	\$ 155,576	\$ 226,147	\$ 261,432
Other Current Assets	\$ -	\$ -	\$ -	\$ -
<b>Current Assets</b>	<b>\$ 145,412</b>	<b>\$ 200,005</b>	<b>\$ 466,899</b>	<b>\$ 786,193</b>
Property, Plant, & Equip	\$ (46,947)	\$ (46,947)	\$ (46,947)	\$ (46,947)
Accumulated Depreciation & Amortization	\$ 7,042	\$ 16,431	\$ 25,821	\$ 35,210
<b>Net PP&amp;E</b>	<b>\$ (53,989)</b>	<b>\$ (63,378)</b>	<b>\$ (72,768)</b>	<b>\$ (82,157)</b>
Other Assets	\$ -	\$ -	\$ -	\$ -
<b>Total Assets</b>	<b>\$ 91,423</b>	<b>\$ 136,627</b>	<b>\$ 394,131</b>	<b>\$ 704,036</b>
<b>LIABILITIES AND OWNER EQUITY</b>				
<i>Accounts Payable</i>	\$ 124,632	\$ 152,665	\$ 202,342	\$ 229,407
Subtotal, Current Liabilities	\$ 124,632	\$ 152,665	\$ 202,342	\$ 229,407
Long Term Liabilities	\$ -	\$ -	\$ -	\$ -
<b>Total Liabilities</b>	<b>\$ 124,632</b>	<b>\$ 152,665</b>	<b>\$ 202,342</b>	<b>\$ 229,407</b>
<i>Contributed Capital</i>	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000
<i>Retained Earnings</i>	\$ (289,315)	\$ (272,145)	\$ (64,317)	\$ 218,522
Subtotal, Owner Equity	\$ 60,685	\$ 77,855	\$ 285,683	\$ 568,522
<b>Total Liabilities and Owner Equity</b>	<b>\$ 185,317</b>	<b>\$ 230,521</b>	<b>\$ 488,025</b>	<b>\$ 797,930</b>

Exhibit 11  
King County Acute and Post-Acute  
Care Providers

Exhibit 11a  
King County Acute Care Providers

King County Acute Care Providers	Address	City	Zip Code
MultiCare/Auburn Regional Medical Center	20 2nd St NE	Auburn	98002
Overlake Hospital Medical Center	1035 116th Ave NE	Bellevue	98004
CHI/Saint Anne Hospital (formerly Highline)	16251 Sylvester Rd SW	Burien	98166
MultiCare/Covington Medical Center	17700 S.E. 272nd St.	Covington	98042
CHI/Saint Elizabeth Hospital	2125 'C' Street	Enumclaw	98022
CHI/Saint Francis Community Hospital	34515 9th Avenue South	Federal Way	98003
Providence/Swedish - Issaquah	751 NE Blakely Drive	Issaquah	98029
EvergreenHealth/Kirkland	12040 128th St NE	Kirkland	98033
UHS/BHC Fairfax Hospital	10200 132nd St NE	Kirkland	98034
UW Medicine/Valley Medical Center	400 43rd St S	Renton	98055
Kindred Hospital Seattle	10560 5th Ave NE	Seattle	98125
MultiCare/Navos.	2600 SW Holden Street	Seattle	98126
Providence/Swedish - Cherry Hill	500 17th Ave	Seattle	98122
Providence/Swedish - First Hill	747 Broadway	Seattle	98114
Seattle Cancer Care Alliance	825 Eastlake Ave E	Seattle	98109
Seattle Children's Hospital	4800 Sandpoint Way NE	Seattle	98105
UW Medicine/Harborview Medical Center	325 Ninth Ave	Seattle	98104
UW Medicine/University of Washington	1959 Pacific St NE	Seattle	98195
Virginia Mason Medical Center	1100 Ninth Avenue	Seattle	98101
Snoqualmie Valley Hospital	9575 Ethan Wade Way SE	Snoqualmie	98065
Cascade Behavioral Health	12844 Military Road South	Tukwila	98168
CHI/Regional Hospital	12844 Military Road South	Tukwila	98168



Exhibit 11b  
King County Post-Acute Care  
Providers

King County Post Acute Care Providers	Type	Address	City	Zip Code
Auburn Post Acute	SNF	414 17th St SE	Auburn	98002
Canterbury House	SNF	502 29th St SE	Auburn	98002
Lea Hill Rehabilitation and Care Center	SNF	32049 109th Pl SE	Auburn	98092
North Auburn Rehabilitation & Health Center	SNF	2830 I St NE	Auburn	98002
Mission HealthCare at Bellevue	SNF	2424 156th Ave NE	Bellevue	98007
Avamere Rehabilitation of Burien	SNF	1031 SW 130th Street	Burien	98146
Judson Park Health Center	SNF	23620 Marine View Drive S	Des Moines	98198
Puget Sound Transitional Care	SNF	2800 South 224th Street	Des Moines	98198
Wesley Homes Health Center	SNF	1122 South 216th Street	Des Moines	98198
Enumclaw Health and Rehabilitation Center	SNF	2323 Jensen St.	Enumclaw	98022
Avalon Care Center - Federal Way, LLC	SNF	135 South 336th Street	Federal Way	98003
Garden Terrace Healthcare Center of Federal Way	SNF	491 S 338th St	Federal Way	98003
Hallmark Manor	SNF	32300 1st Ave S	Federal Way	98003
Life Care Center of Federal Way	SNF	1045 S 308th St	Federal Way	98003
Avamere Rehabilitation of Issaquah	SNF	805 Front Street South	Issaquah	98027
Briarwood at Timber Ridge	SNF	100 Timber Ridge Way NW	Issaquah	98027
Providence Marianwood	SNF	3725 Providence Pt Dr SE	Issaquah	98027
Benson Heights Rehabilitation Center	SNF	22410 Benson Road SE	Kent	98031
Sunrise Haven	SNF	24423 100th Avenue SE	Kent	98030
Life Care Center of Kirkland	SNF	10101 NE 120th St	Kirkland	98034
Covenant Shores Health Center	SNF	9107 Fortuna Dr	Mercer Island	98040
North Bend Post Acute	SNF	219 Cedar Ave S	North Bend	98045
Corwin Center at Emerald Heights	SNF	10901 176TH Circle NE	Redmond	98052
Redmond Care and Rehabilitation Center	SNF	7900 Willows Rd NE	Redmond	98052
Valley View Skilled Nursing and Rehabilitation	SNF	4430 Talbot Rd S	Renton	98055
Renton Health & Rehabilitation	SNF	80 SW 2nd St	Renton	98057

King County Post Acute Care Providers	Type	Address	City	Zip Code
Mission Healthcare at Renton	SNF	17420 106th Pl SE	Renton	98055
Bailey-Boushay House	SNF	2720 E Madison St	Seattle	98112
Ballard Center	SNF	820 NW 95Th St	Seattle	98117
Bayview Manor	SNF	11 West Aloha St	Seattle	98119
Caroline Kline Galland Home, The	SNF	7500 Seward Park Ave SO	Seattle	98118
Columbia Lutheran Home	SNF	4700 Phinney Avenue NO	Seattle	98103
Foss Home and Village	SNF	13023 Greenwood Avenue N	Seattle	98133
Hearthstone, The	SNF	6720 E Green Lake Way N	Seattle	98103
Kin On Health Care Center	SNF	4416 South Brandon Street	Seattle	98118
Mirabella	SNF	116 Fairview Avenue N	Seattle	98109
Park Shore	SNF	1630 43Rd Avenue East	Seattle	98112
Avamere Rehabilitation at Park West	SNF	1703 California Avenue SW	Seattle	98116
Providence Mount St Vincent	SNF	4831 35th Avenue SW	Seattle	98126
Queen Anne Healthcare	SNF	2717 Dexter Ave N	Seattle	98109
Saint Anne Nursing And Rehabilitation Center	SNF	3540 Ne 110Th St	Seattle	98125
Seattle Medical Post Acute Care	SNF	555 16th Ave	Seattle	98122
The Terraces at Skyline	SNF	715 9th Ave	Seattle	98104
Transitional Care Center of Seattle	SNF	2611 S Dearborn St	Seattle	98144
Washington Care Center	SNF	2821 S Walden St	Seattle	98144
Fircrest Nursing Facility	SNF	15230 15th Ave NE	Shoreline	98155
Avamere Rehabilitation of Shoreline	SNF	1250 NE 145th St	Shoreline	98155
Richmond Beach Rehab	SNF	19235 15th Ave NW	Shoreline	98177
Shoreline Health And Rehabilitation	SNF	2818 NE 145th St	Shoreline	98155
Brannan Park Assisted Living And Memory Care Community	ALF	2901 I Street NE	Auburn	98002
Merrill Gardens at Auburn	ALF	18 1st St SE	Auburn	98002
Parkside Retirement Community	ALF	2902 I St NE	Auburn	98002
Prestige Senior Living Auburn Meadows	ALF	945 22nd St NE	Auburn	98002
Terry Home Auburn	ALF	727 A Street NE	Auburn	98002
Wesley Homes Lea Hill LLC	ALF	32049 109th Place SE	Auburn	98002
Aegis Living Bellevue Overlake	ALF	1845 116th Ave NE	Bellevue	98004

King County Post Acute Care Providers	Type	Address	City	Zip Code
Aegis of Bellevue	ALF	148 102nd Ave SE	Bellevue	98004
Evergreen Court	ALF	900 124th Avenue NE	Bellevue	98005
Holden of Bellevue	ALF	121 112th Ave NE	Bellevue	98004
Patriots Glen	ALF	1640 148TH AVE SE	Bellevue	98007
Silverado - Bellevue	ALF	14428 NE 8th St	Bellevue	98007
Sunrise of Bellevue	ALF	15928 NE 8th St	Bellevue	98008
Sunrise of Redmond	ALF	15241 NE 20th St	Bellevue	98007
The Bellettini	ALF	1115 108th Ave NE	Bellevue	98004
The Gardens at Town Square	ALF	933 111th Ave NE	Bellevue	98004
Chateau at Bothell Landing Retirement Community	ALF	17543 102nd Ave NE	Bothell	98011
Cogir of Bothell	ALF	10605 NE 185th St	Bothell	98011
Longhouse Bothell	ALF	16605 122nd Place NE	Bothell	98011
Riverside East	ALF	10315 East Riverside Dr	Bothell	98011
Vineyard Park at Bothell Landing	ALF	10519 East Riverside Dr	Bothell	98011
Eldorado West Retirement Community	ALF	1010 SW 134th St	Burien	98146
Merrill Gardens at Burien	ALF	15020 5th Ave SW	Burien	98166
Normandy Park Assisted Living	ALF	16625 1st Ave S	Burien	98148
Ruthaven ALF LLC	ALF	15843 SE 256TH ST	Covington	98042
The Cottages of Covington	ALF	17012 SE Wax Road	Covington	98042
Vineyard Park of Covington	ALF	17016 SE Wax Rd	Covington	98042
Judson Park Retirement Community	ALF	23600 Marine View Dr S	Des Moines	98198
Wesley Home Des Moines Assisted Living	ALF	816 S 216th St	Des Moines	98198
Cascade Place	ALF	2000 Mountain View Dr	Enumclaw	98022
Expressions at Enumclaw	ALF	2454 Cole St	Enumclaw	98022
High Point Village	ALF	1777 Highpoint St	Enumclaw	98022
Living Court Assisted Living Community	ALF	2229 Jensen St	Enumclaw	98022
Brookdale Federal Way	ALF	31002 14th Ave S	Federal Way	98003
Brookdale Foundation House	ALF	32290 1st Ave S	Federal Way	98003
Garden Terrace Healthcare Center of Federal Way	ALF	491 S 338th St	Federal Way	98003
Gencare Lifestyle Federal Way at Steel Lake	ALF	31200 23rd Avenue South	Federal Way	98003
Mirror Lake Village	ALF	31000 9th Pl SW	Federal Way	98023
Village Green Retirement Campus	ALF	35419 1st Ave S	Federal Way	98003
Aegis of Issaquah	ALF	780 NW Juniper St	Issaquah	98027

King County Post Acute Care Providers	Type	Address	City	Zip Code
Briarwood at Timber Ridge	ALF	100 Timber Ridge Way NW	Issaquah	98027
Columbia Landing of Issaquah	ALF	23845 SE Issaquah Fall City Rd	Issaquah	98029
Spiritwood at Pine Lake	ALF	3607 228th Ave SE	Issaquah	98029
Sunrise of Issaquah	ALF	23599 SE Issaquah Fall City Rd	Issaquah	98029
University House at Issaquah	ALF	22975 SE Black Nugget Rd	Issaquah	98029
Kenmore Senior Living	ALF	7221 NE 182nd St	Kenmore	98028
Aegis Senior Inn of Kent	ALF	10421 SE 248th St	Kent	98030
Arbor Village Retirement & Assisted Living Community	ALF	24121 116th Ave SE	Kent	98030
Cogir of Kent	ALF	25035 104th Ave SE	Kent	98030
Farrington Court Retirement Community	ALF	516 Kenosia Ave S	Kent	98030
Stafford Suites	ALF	112 Kennebeck Ave N	Kent	98030
The Inn at Arbor Village	ALF	24205 116th Ave SE	Kent	98030
The Lodge at Arbor Village	ALF	24004 114th Pl SE	Kent	98030
Weatherly Inn At Lake Meridian, The	ALF	15101 SE 272nd ST	Kent	98042
Aegis Living Kirkland	ALF	13000 Totem Lake Blvd NE	Kirkland	98034
Aegis Living Kirkland Waterfront	ALF	1002 Lake Street S	Kirkland	98033
Aegis Lodge of Kirkland	ALF	12629 116th Ave NE	Kirkland	98034
Jefferson House Memory Care Community	ALF	12217 NE 128th Street	Kirkland	98034
Madison House	ALF	12215 NE 128th St	Kirkland	98034
Merrill Gardens at Kirkland	ALF	14 Main St S	Kirkland	98033
Fountain Court Assisted Living	ALF	24200 224th Ave SE	Maple Valley	98038
Aegis of Mercer Island	ALF	7445 SE 24th Street	Mercer Island	98040
Aljoya Mercer Island	ALF	2430 76th Ave SE	Mercer Island	98040
Covenant Living West	ALF	9115 Fortuna Dr	Mercer Island	98040
Island House	ALF	7810 SE 30th St	Mercer Island	98040
Sunrise of Mercer Island	ALF	2959 76th Ave SE	Mercer Island	98040
The Meridian at Stone Creek	ALF	1111 S 376th St	Milton	98354
Aegis Gardens at Newcastle	ALF	13056 SE 76th St	Newcastle	98056
Regency Newcastle	ALF	7454 Newcastle Golf Club Road	Newcastle	98059
Terry Home	ALF	138 3rd Ave SW	Pacific	98047
Aegis of Marymoor	ALF	4585 W Lake Sammamish Pkwy NE	Redmond	98052

King County Post Acute Care Providers	Type	Address	City	Zip Code
Aegis Senior Inn of Redmond	ALF	7480 W Lake Sammamish Pkwy NE	Redmond	98052
Emerald Heights	ALF	10901 176th Circle NE	Redmond	98052
Fairwinds Redmond	ALF	9988 Avondale Rd NE	Redmond	98052
Overlake Terrace	ALF	2956 152nd Ave NE	Redmond	98052
Peters Creek Retirement Community	ALF	14431 Redmond Way	Redmond	98052
Redmond Heights Senior Living	ALF	7950 Willows Rd NE	Redmond	98052
Stillwater House	ALF	8705 166th Ave NE	Redmond	98052
Chateau at Valley Center Retirement Community	ALF	4450 Davis Ave S	Renton	98055
Merrill Gardens at Renton Centre	ALF	104 Burnett Ave S	Renton	98057
Renton Assisted Living	ALF	71 SW Victoria St	Renton	98057
The Cottages of Renton	ALF	17033 108th Ave SE	Renton	98055
The Lodge at Eagle Ridge	ALF	1600 S Eagle Ridge Dr S	Renton	98055
Village Concepts of Fairwood	ALF	17010 140th Ave SE	Renton	98058
Weatherly Inn - Renton LLC	ALF	4550 Talbot Rd S	Renton	98055
Family to Family Senior Care Inc.	ALF	25633 SE 30th St	Sammamish	98075
Olympic View Assisted Living	ALF	21202 International Blvd	SeaTac	98198
Aegis Living at Ravenna	ALF	8511 15th Ave NE	Seattle	98115
Aegis Living Greenwood	ALF	10000 Holman Rd NW	Seattle	98177
Aegis Living Lake Union	ALF	1936 Eastlake Ave E	Seattle	98102
Aegis Living of West Seattle	ALF	4700 SW Admiral Way	Seattle	98116
Aegis of Madison	ALF	2200 E Madison St	Seattle	98112
Aegis of Queen Anne at Rodgers Park	ALF	2900 3rd Ave W	Seattle	98119
Aegis of Queen Anne on Galer	ALF	223 W Galer St	Seattle	98119
Aljoya Thorton Place	ALF	450 NE 100th St	Seattle	98125
Ballard Landmark	ALF	5433 Leary Ave NW	Seattle	98107
Bayview Manor Homes	ALF	11 W Aloha St	Seattle	98119
Brookdale Admiral Heights	ALF	2326 California Ave SW	Seattle	98116
Brookdale West Seattle	ALF	4611 35th Ave SW	Seattle	98126
Cogir Northgate	ALF	11501 15th Ave NE	Seattle	98125
Cogir of Northgate Memory Care	ALF	11039 17th Ave NE	Seattle	98125
Cogir Queen Anne	ALF	805 4th Ave N	Seattle	98109
Daystar at Westwood	ALF	2615 SW Barton St	Seattle	98126
Emerald City Senior Living	ALF	9001 Lake City Way NE	Seattle	98115

King County Post Acute Care Providers	Type	Address	City	Zip Code
Empress Senior Living at Laurelhurst	ALF	4020 NE 55th St	Seattle	98105
Firwood	ALF	10751 2nd Ave NW	Seattle	98177
Florence of Seattle Arbor Heights	ALF	9850 California Ave Sw	Seattle	98136
Florence of Seattle LLC	ALF	8424 16Th Ave Sw	Seattle	98106
Foss Home And Village	ALF	13023 Greenwood Ave N	Seattle	98133
Fred Lind Manor	ALF	1802 17th Ave	Seattle	98122
Hearthstone	ALF	6720 E Green Lake Way N	Seattle	98103
Heritage House At The Market	ALF	1533 Western Avenue	Seattle	98101
Hilltop Manor Boarding Home	ALF	1732 16Th Ave	Seattle	98122
Horizon House	ALF	900 University St	Seattle	98101
Ida Culver House Broadview	ALF	12505 Greenwood Ave N	Seattle	98133
Ida Culver House Ravenna	ALF	2315 NE 65th St	Seattle	98115
Keystone	ALF	3515 Woodland Park Ave N	Seattle	98103
Kin On Assisted Living	ALF	5214 42nd Ave S	Seattle	98188
Lakeshore	ALF	11448 Rainier Ave S	Seattle	98178
Legacy House	ALF	803 South Lane Street	Seattle	98104
Merrill Gardens at Ballard	ALF	2418 NW 56th St	Seattle	98107
Merrill Gardens at The University	ALF	5300 24th Ave NE	Seattle	98105
Mirabella	ALF	116 Fairview Ave N	Seattle	98109
Murano Senior Living	ALF	620 Terry Ave	Seattle	98104
Nikkei Manor	ALF	700 6Th Ave S	Seattle	98104
Norse Home	ALF	5311 Phinney Ave N	Seattle	98103
Northaven II Assisted Living	ALF	531 Ne 112th St	Seattle	98125
Northgate Plaza	ALF	11030 NE 5th Ave	Seattle	98125
Park Place	ALF	6900 37th Avenue South	Seattle	98118
Park Shore	ALF	1630 43rd Ave E	Seattle	98112
Parkview Group Home	ALF	1114 15th Ave E	Seattle	98112
Providence Mount St. Vincent	ALF	4831 35th Ave Sw	Seattle	98126
Quail Park Memory Care Residences of West Seattle	ALF	4515 41st Ave SW	Seattle	98116
Queen Anne Manor	ALF	100 Crockett St	Seattle	98109
Spring Manor	ALF	1103 16th Ave	Seattle	98122
The Cannon House	ALF	113 23rd Avenue South	Seattle	98144
The Kenney	ALF	7125 Fauntleroy Way SW	Seattle	98136
The Summit at First Hill	ALF	1200 University St Suite 100	Seattle	98101
The Terraces at Skyline	ALF	715 9th Ave	Seattle	9804
Transitional Resources	ALF	2970 SW Avalon Way	Seattle	98126

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Truewood by Merrill, First Hill	ALF	1421 Minor Ave	Seattle	98101
University House at Wallingford	ALF	4400 Stone Way N	Seattle	98103
*Welcome Home Assisted Living LLC	ALF	738 N 200th St	Shoreline	98133
Aegis Living Callahan House	ALF	15100 1st Ave NE	Shoreline	98155
Aegis Living Shoreline	ALF	14900 1st Ave NE	Shoreline	98155
Cristwood Retirement Community	ALF	19303 Fremont Ave N	Shoreline	98133
Laurel Cove Community	ALF	17201 15th Ave NE	Shoreline	98155
Provail	ALF	1548 NE 175th St	Shoreline	98155
Holden at Southcenter	ALF	112 Andover Park East	Tukwila	98188
Vashon Community Care Center	ALF	1533 Vashon Hwy SW	Vashon	98070
Fairwinds Brittany Park	ALF	17143 133rd Ave NE	Woodinville	98072
Golden Hearth Residence LLC	ALF	15934 NE 139th Pl	Woodinville	98072