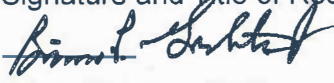


**Certificate of Need Application
Kidney Disease Treatment Facilities**

CN21-79

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

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

<p>Signature and Title of Responsible Officer</p>  <p>Brian Gibbons, CEO Email Address: Brian.Gibbons@astria.health</p>	<p>Date: June 1, 2021</p> <p>Telephone Number: 509-837-1650</p>
<p>Legal Name of Applicant</p> <p>AH NP8, a subsidiary of Astria Health</p> <p>Address of Applicant</p> <p>1016 Tacoma Avenue PO Box 719 Sunnyside, WA 98944</p>	<p>Provide a brief project description (example: # of stations/location)</p> <p>To establish a 11-station dialysis facility in Yakima County.</p> <p>Estimated capital expenditure: <u>\$1,504,401</u></p>
<p>This application is submitted under (check one box only):</p> <p>[] Concurrent Review Cycle 1 – Special Circumstances:</p> <p>[X] Concurrent Review Cycle 1 – Nonspecial Circumstance</p> <p>-----</p> <p>[] Concurrent Review Cycle 2 – Special Circumstances:</p> <p>[] Concurrent Review Cycle 2 – Nonspecial Circumstance</p>	
<p>Identify the Planning Area for this project as defined in <u>WAC 246-310-800(15)</u>.</p> <p><u>Yakima County Dialysis Planning Area</u></p>	

Section 1 Applicant Description

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

The legal name of the applicant is AH NP8. AH NP8 is a subsidiary of Astria Health. AH NP8 will do business as Astria Yakima Dialysis Center, and throughout the application will be referred to as “Astria Yakima”.

2. A Description of the Extent of Services Proposed:

Astria Yakima proposes to establish a new 11 station dialysis facility in the city of Yakima. The proposed new facility will offer in-center hemodialysis, home dialysis training (peritoneal and home hemodialysis), isolation capability and a permanent bed station.

3. Identify the legal structure of the applicant (LLC, PLLC, etc.) and provide the UBI number.

Astria Yakima is owned by AH NP8, a Washington 501 (c) (3). Its UBI number is 604 311 477. AH NP 8 is a wholly owned subsidiary of Astria Health.

4. Contact person for this application

The contact person for this application is:

Brian Gibbons CEO
Astria Sunnyside Hospital
1016 Tacoma Avenue
P.O. Box 719
Sunnyside, WA 98944
(509) 837-1797
Brian.Gibbons@astria.health.org

5. 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).

Not applicable.

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

An organization chart is included as Appendix 1.

7. Identify all healthcare facilities owned, operated by, or managed by the applicant. This should include all facilities in Washington State as well as out-of-state facilities, and should identify the license/accreditation status of each facility.

There are no other facilities owned, operated by, or managed by AH NP8. For the Certificate of Need (CN) Program's (Program) reference, Appendix 2 includes information on the other health care facilities operated by Astria Health. 100% of these facilities are located in Yakima County, WA.

Section 2 Project Description

1. Provide the name and address of the existing facility.

Astria Yakima Dialysis Center will be new dialysis center.

2. Provide the name and address of the proposed facility.

Astria Yakima Dialysis Center
Suite 100
209 S. 12th Avenue
Yakima, WA 98902

3. Provide a detailed project description of the proposed project.

This project will add eleven new stations to the County, thereby fully meeting the 202-2025 projected need in the Yakima County Dialysis Planning Area (the Planning Area).

The Planning Area dialysis population has grown dramatically over the past decade; from a total of 210 patients in 2010 to 324 by December 2021. Prior to 1994 there were no dialysis facilities in the County. Today there are five with a total of 67 stations. 100% of the current stations are owned by DaVita. The vibrant Yakima County community deserves choice, and approval of this application will assure that, along with quality and efficiency.

4. Identify any affiliates for this project, as defined in WAC 246-310-800(1).

WAC 246-310-800 (1) defines affiliate as:

1) "Affiliate" or "affiliated" means:

(a) Having at least a ten percent but less than one hundred percent ownership in a kidney dialysis facility;

(b) Having at least a ten percent but less than one hundred percent financial interest in a kidney dialysis facility; or

(c) Three years or more operational management responsibilities for a kidney dialysis facility.

Under this definition, there are no affiliates.

- 5. With the understanding that the review of a Certificate of Need application typically takes 6-9 months, provide an estimated timeline for project implementation, below:**

This project is being submitted in Cycle 1 2021. Table 1 provides the timeline:

**Table 1
Astria Yakima Dialysis Center Project
Timeline to Implementation**

Event	Anticipated Date
Project Approval	January 2022
Design Complete	July 2022
Construction Commenced	October 2022
Construction Completed	March 2023
Facility Prepared for Survey/ "Operational"	May 2023

Source: Applicant

- 6. Identify the date the facility is expected to be operational as defined in WAC 246-310- 800(12).**

Astria Yakima fully expects to be operational and prepared for survey as defined in WAC 246-310-800(12) by May 2022 based on a January 2022 project approval date.

- 7. Provide a detailed description of the services represented by this project. For existing facilities, this should include a discussion of existing services and how these would or would not change as a result of the project.**

Astria Yakima will provide:

- In-center hemodialysis for patients who dialyze in a chronic setting,
- In center hemodialysis for patients requiring isolation and/or a dialysis in a permanent bed,
- In-center hemodialysis for patients requiring treatment shifts that begin after 5:00 PM,
- Training for Continuous Ambulatory Peritoneal Dialysis (CAPD) patients,
- Training for Continuous Cycle Peritoneal Dialysis (CCPD) patients and
- Training for Home hemodialysis patients.

- 8. Provide a general description of the types of patients to be served by the facility at project completion.**

Patients to be served include those whose kidneys no longer remove enough wastes and fluid from their blood to keep them healthy. These patients have chronic kidney disease or end-stage renal disease often caused by diabetes, high blood pressure (hypertension), kidney inflammation (glomerulonephritis), blood vessel inflammation (vasculitis) or kidney cysts.

9. Provide a copy of the letter of intent that was already submitted according to WAC 246-310-080.

A copy of the letter of intent is included in Appendix 3.

10. Provide single-line drawings (approximately to scale) of the facility, both before and after project completion. Reference WAC 246-310-800(11) for the definition of maximum treatment area square footage. Ensure that stations are clearly labeled with their square footage identified, and specifically identify future expansion stations (if applicable).

A single line drawing will be provided with the request for supplemental information.

11. Provide the gross and net square feet of this facility. Treatment area and non-treatment area should be identified separately.

Astria Yakima will include 11,261 gross square feet, and 10,757 net square feet. The treatment area includes 4,559 square feet, and the non-treatment areas include another 6,198 square feet as detailed in Table 2.

**Table 2
Floor Area**

Treatment Floor Area	
	Square Footage
Chronic Dialysis Stations	2,000
Isolation Station	125
Permanent Bed Stations	125
Expansion Stations	0
Nurse Station/Med Prep Area	420
Patient Prep	56
Circulation	1669
Lab Prep	89
Storage	75
Treatment Floor Area Total	4,559
Non-Treatment Floor Area	
Water Room/Lab Prep	624
Re-Use	150
Bio-Med	104
Staff Toilet/Lounge	352
Janitorial/Electric	252
Business Office/Medical Records	150
Reception/Patient Prep	750
Conference Room/Huddle	225
Home Training, PD & HHD Nurses	220
Patient Toilets	220
Storage/Med Waste/Wheelchair	274
Staff Offices	241
HVAC/Circulation	2546
Clean Supplies/Kidney Care Training	90
Non-Treatment Floor Area Total	6,198
Total Space	10,757

The maximum treatment area square footage is 7,787 square feet and the treatment floor area at project completion will be 4,559 feet which is below the maximum allowable square footage. Table 3 provides the calculations.

Table 3
Maximum treatment floor area square footage: WAC 246-310-800(11)

Area Type	Number of Stations	Sq. Ft Per Station	Total Square Feet
(a) General Use	27	150	4,050
(b) Permanent Bed	1	200	200
(b) Exempt Isolation	1	200	200
(c) Future Expansion	0	150	0
Other Treatment Floor Space	<i>75% * sum of (a), (b) and (c)</i>		3,337.50
Total			7,787.50

12. Confirm that the facility will be certified by Medicare and Medicaid. Provide the existing facility's Medicare and Medicaid numbers.

Astria Yakima will secure Medicare and Medicaid certification.

Section 3 Certificate of Need Review Criteria
A. Need (WAC 246-310-210 and 246-310-800 to 246-310-833)

- 1. List all other dialysis facilities currently operating in the planning area, as defined in WAC 246-310-800(15).**

There is a total of 61 stations in 5 different dialysis facilities in Yakima County. Table 4 includes a listing of the providers presently operating in Yakima County along with their current station numbers.

Table 4
Yakima County Dialysis Facilities, 2019

Facility	Address	Number of Stations
DaVita Yakima	1221 N 16th Ave., Yakima, 98902	23
DaVita Union Gap	1236 Ahtanum Ridge Dr., Union Gap 98903	13
DaVita Wapato	502 W 1st St Wapato, 98951	6
DaVita Zillah	823 West Rd Ste 300, Zillah WA 98953	9
DaVita Mt. Adams	3220 Picard Pl Sunnyside, 98944	16
County Total		67

Source: Certificate of Need Program, Dialysis Methodology for Yakima County, 2020

- 2. Provide utilization data for the facilities listed above according to the most recent NWRN modality report. Based on the standards in WAC 246-310-812(5) and (6), demonstrate that all facilities in the planning area either:

 - a. have met the utilization standard for the planning area;**
 - b. have been in operation for three or more years; or**
 - c. have not met the timeline represented in their Certificate of Need application****

WAC 246-310-812(3) requires that station need be based on 4.8 resident in-center patients per station. Consistent with WAC 246-310-812(5) all certificate of need counted stations at each facility in the planning area must be:

- operating at 4.5 in-center patients per station as of the letter of intent submission date; or
- have been in operation for three or more years, or
- have not met the timeline presented in their Certificate of Need application.

As identified in Table 5, according to the Northwest Renal Network’s most recent quarterly facility utilization report, all facilities in the Planning Area are at or above the required 4.5 patients per station.

**Table 5-
Yakima County Dialysis Planning Area Providers
Stations, Patients and Patients per Stations as of December 31, 2020**

Facility	Number of Stations	Number of Patients Per Quarterly In-Center Data	Patients/Station
DaVita Yakima	23	114	4.96
DaVita Union Gap	13	58	4.46
DaVita Wapato	6	31	5.17
DaVita Zillah	9	44	4.89
DaVita Mt. Adams	16	82	5.13

Source: Northwest Renal Network Modality Reports, 12/31/2020

3. Complete the quantitative station need methodology outlined in WAC 246-310-812.

The 6 year in-center hemodialysis patient historical volume for the Yakima County is identified in Table 6.

**Table 6
Analysis of Year-to-Year Percentage Change in In-Center Dialysis Patients**

Year	2015	2016	2017	2018	2019	2020
Patients	262	291	313	321	330	330
% Change		11.07%	7.56%	2.56%	2.80%	-1.82%

This table also calculates the historical rate of growth in resident in-center patients from Yakima County. Consistent with WAC 246-310-812(4)(a)(i-ii), because the rate of increase was less than 6% annually within the past five annual increases a linear regression is to be used for determining need.

Table 7 projects dialysis utilization for five years after the last calendar year of available data. Per WAC, the fifth year for this cycle is 2024, and a total of 27 additional stations are needed.

**Table 7
Projected Station Need for the Planning Area by Year**

Yakima County	Year 1	Year 2	Year 3	Year 4	Year 5
	2021	2022	2023	2024	2025
Projected Hemodialysis Patients	340.70	349.00	357.30	365.60	373.90
Patient/Station Conversion Factor	4.8	4.8	4.8	4.8	4.8
Total Station Need	70.98	72.71	74.44	76.17	77.90
Rounded to the next whole number	71	73	75	77	78
Existing Stations	67	67	67	67	67
Net Station Need	-4	-6	-8	-10	-11

4. For existing facilities, provide the facility’s historical utilization for the last three full calendar years.

This question is not applicable.

5. For existing facilities proposing to add one or two stations under WAC 246-310-818, provide the facility’s historical utilization data for the most recent six months preceding the letter of intent period

This question is not applicable.

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

Table 8 provides a summary of projected utilization for the initial year, a partial year (2022) and the first three full years of operation (2024 - 2026).

**Table 8
Astria Yakima Dialysis Center,
Projected Utilization, 2022-2025**

	Partial year 2023	Year 1 2024	Year 2 2025	Year 3 2026
Total in-center stations (excluding CON exempt ISO)	11	11	11	11
Total in-center patients (average)	20	26	39	53
Total in-center treatments	1,060	2,817	4,640	6,597
Total home patients (average)	1	2	3	4
Total home treatments	39	288	432	576
Occupancy	1.82	2.36	3.55	4.81

7. For existing facilities, provide patient origin zip code data for the most recent full calendar year of operation.

This question is not applicable.

8. Identify any factors in the planning area that could restrict patient access to dialysis services.

The department has projected need for additional dialysis station in Yakima County. Existing facilities are operating above the standard. The timely addition of a new 11 station facility in the portion of the planning area (Yakima) where nearly half of patients reside will increase access. Further, Astria Yakima will operate with the same access policies as are used in its two hospitals. The charity care policy assumes the Central Washington regional charity care average, and this level has been budgeted in the proforma.

9. Identify how this project will be available and accessible to low-income persons, racial and ethnic minorities, women, mentally handicapped persons, and other under-served groups.

Astria's health care facilities have a proven and documented history of providing care to low income and traditionally underserved populations. Astria Yakima will be committed to providing health care services to all individuals based on need; and we will prohibit discrimination on the basis of age, race, color, creed, ethnicity, religion, national origin, marital status, sex, sexual orientation, gender identity or expression, disability, veteran or military status, or any other basis prohibited by federal, state or local law.

10. If this project is either a partial or full relocation of an existing facility, provide a detailed discussion of the limitations of the current site consistent with WAC 246- 310-210(2).

This question is not applicable.

11. If this project is either a partial or full relocation of an existing facility, provide a detailed discussion of benefits associated with the relocation consistent with WAC 246-310-210(2).

This question is not applicable.

12. Provide a copy of the following policies:

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

Copies of each draft policy referenced above is provided in Appendix 4.

Section 3 Certificate of Need Review Criteria
B. Financial Feasibility (WAC 246-310-220 and 246-310-815)

1. Provide the following agreements/contracts:

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

A Medical Director Agreement, valid through the first three years following completion of the project, is included in Appendix 5.

There are no management, operating, development or joint venture agreements.

2. Provide documentation of site control. This could include either a deed to the site or a lease agreement for the site. If a lease agreement is provided, the terms must be for at least five years following project completion.

The site is owned by Astria Health. An intercompany agreement will be provided with the screening response.

3. Provide county assessor information and zoning information for the site. If zoning information for the site is unclear, provide documentation or letter from the municipal authorities showing the proposed project is allowable at the identified site.

Zoning & county assessor documentation is provided in Appendix 6. The County documentation shows SHC-Yakima Medical Center as the legal owner. As shown in the organizational chart in Appendix 1, Astria Health is the sole member of both SHC Yakima Medical Center and AH NP8. The site is zoned B1. Under this zoning, a dialysis center is a permissible use.

4. Complete the table below with the estimated capital expenditure associated with this project. Capital expenditure for the purposes of dialysis applications is defined under WAC 246-310-800(3). If you have other line items not listed below, include the definition of the line item. Include all assumptions used to create the capital expenditure estimate.

The capital expenditure is detailed in Table 9.

**Table 9
Estimated Capital Expenditure**

	Cost
a. Land Purchase	
b. Utilities to Lot Line	
c. Land Improvements	
d. Building Purchase	
e. Residual Value of Replaced Facility	
f. Building Construction	\$833,673
g. Fixed Equipment (not already included in the construction contract)	
h. Movable Equipment	\$420,328
i. Architect and Engineering Fees	\$117,024
j. Consulting Fees	
k. Site Preparation	
l. Supervision and Inspection of Site (including Permits)	
m. Any Costs Associated with Securing the Sources of Financing (include interim interest during construction)	
1. Land	
2. Building	
3. Equipment	
4. Other	
n. Washington Sales Tax (included in above where applicable)	\$82,455
Other Project Costs (regulatory fees/professional service fees)	\$50,560
Total Estimated Capital Expenditure	\$1,504,401

- 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 all.**

The capital cost estimate was provided by Theorem Architecture, Astria Yakima's project architect.

- 6. Provide a non-binding contractor's estimate for the construction costs for the project.**

A non-binding contractor's estimate will be submitted with the request for supplemental information.

7. Provide a detailed narrative regarding how the project would or would not impact costs and charges for services. WAC 246-310-220.

A Projected Operating Statement for the initial year and first three full years of operation is included in Appendix 7. All pro forma assumptions are also included in the same Appendix 7.

Reimbursements for dialysis services are not subject to or affected by capital improvements and expenditures by providers; and therefore, the proposed project will have no impact on increases in charges for services within the Planning Area. In fact, the addition of choice, for patients and payers, may cause price competition and reduce charges.

8. Provide documentation that 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. WAC 246-310-220.

The capital costs of capital projects are “monitored” in the State by virtue of WAC requirements regarding the construction of finished treatment floor area square footage as defined in WAC 246-310-800(11). Astria Yakima’s project is well within the maximum treatment floor area square footage. As such, and per the WAC 246-310-815(2) test, this project does not have an unreasonable impact on costs and charges.

9. Provide the projected payer mix by revenue and by patients using the example table below. If “other” is a category, define what is included in “other.”

Table 10 provides expected payor mix used in the pro forma. Medicare Advantage and Managed Medicaid products are included within the “Medicare” and “Medicaid” categories, respectively.

**Table 10
Astria Yakima
Projected Payor Mix**

	Percentage by Revenue	Percentage by Patient
Medicare	50%	50%
Medicaid	35%	35%
Commercial, HMO	10%	10%
Self Pay/Other	5%	5%
Total	100.0%	100.0%

10. If this project proposes the addition of stations to an existing facility, provide the historical payer mix by revenue and patients for the existing facility.

This question is not applicable.

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

Appendix 8 provides a listing of all new equipment proposed for this project, including the estimated costs and sales tax.

12. Provide a description of any equipment to be replaced, including cost of the equipment, and salvage value (if any) or disposal, or use of the equipment to be replaced.

Astria Yakima will be new. No equipment will be replaced.

13. Identify the source(s) of financing (loan, grant, gifts, etc.) and provide supporting documentation from the source.

The project will be funded by Astria Health. A letter committing to the funding will be provided with screening.

14. Provide the applicant's audited financial statements covering at least the most recent three years. WAC 246-310-220.

The applicant is a new entity and has no historical financial statements.

Astria Yakima's parent is Astria Health. Astria Health and its subsidiaries, in direct response to the actions of a 3rd party vendor that over-promoted and over-promised the abilities of their product to collect Astria's revenues, is currently in a Chapter 11 bankruptcy reorganization. The bankruptcy is not due to any operational deficiencies on the part of Astria Health. Astria Health will emerge from bankruptcy in the summer of 2020, and its health care entities are generating strong positive bottom lines from operation (see for example, the quarterly and year end reports to the Department's Hospital Charity Care and Financial Data Program).

During the bankruptcy, no audited financials have been prepared. Section 525(a) of the of

the Bankruptcy Code includes an anti-discrimination provision that provides, in pertinent part: “[A] governmental unit may not deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, discriminate with respect to such a grant against, ..., a person that is or has been a debtor under” the Bankruptcy Code. This provision prohibits the State of Washington, for example, from discriminating against a debtor for, among other things, exercising its constitutional right to avail itself of bankruptcy protection. This statute represents Congress’s intent that governmental entities are forbidden from treating companies that file bankruptcy differently or unfairly.

Section 3. Certificate of Need Review Criteria
C. Structure and Process (Quality) of Care (WAC 246-310-230)

- 1. Provide a table that shows FTEs [full time equivalents] by category for the proposed facility. If the facility is currently in operation, include at least the last 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.**

Table 11 identifies the staffing for the proposed Astria Yakima Dialysis Center. The salary and wage and benefit costs for the facility are detailed below.

Table 11
Astria Yakima Dialysis Center
Projected Staffing by Discipline, 2022-2025

	Hourly Rate	FTE's			
		FYE 2023	FYE 2024	FYE 2025	FYE 2026
Administrator	\$45.00	1.0	1.0	1.0	1.0
Social Worker	\$ 31.00	0.30	0.7	1.0	1.4
RN's	\$ 40.00	2.70	4.18	6.3	7.98
Patient Care Technician	\$ 21.00	4.25	7.95	12.0	16.2
Dietician	\$33.00	0.30	0.7	1.0	1.4
Receptionist\Clerical Support	\$ 20.00	1.0	1.5	1.5	2.0
Equipment Technician	\$ 30.00	0.5	1.0	1.0	1.0
		10.05	17.06	23.8	30.98

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

Astria Yakima projected FTEs based on staffing ratios for patients per shift, from the clinical expertise of our staff and from a comprehensive review of other new CN approvals in the State.

- 3. Identify the salaries, wages, and employee benefits for each FTE category.**

Aggregated wage rates for each FTE category are noted in Table 11. Benefits were calculated at 30% of salaries and wages.

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

The proposed Medical Director is [Vamsi Kanneganti, MD. \(MD60348025\)](#). Dr. Kanneganti is the current Medical Director of Astria Sunnyside Hospital's nephrology program. Dr. Kanneganti is not an Astria employee.

5. Identify key staff, if known. (nurse manager, clinical director, etc.)

Key staff have not been identified at this time.

6. For existing facilities, provide names and professional license numbers for current credentialed staff.

Astria Yakima is not an existing facility. This question is not applicable.

7. 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.

Astria Health is one of the largest health care employers in Yakima County. We offer competitive wage and benefit packages to employees, and in fact, have a number of employees with clinical training, experience and high interest in dialysis that have expressed an interest in being reassigned to the dialysis center. Other recruitment and retention activities include posting on various job boards, including but not limited to indeed.com, nursing associations, Health e-careers, and other local resources; participating in job fairs and serving as a clinical rotation site for a number of colleges and universities.

8. Provide a listing of proposed ancillary and support agreements for the facility. For existing facilities, provide a listing of the vendors.

Ancillary and support services will generally be provided by our parent or one of our exiting sister organizations. These services include human resources, materials management, IT, medical staff credentialing, patient financial counseling, pharmacy, and plant management. We will also select a water purification vendor.

Other services such as social services, nutrition, patient education, staff education, administration and biomedical services will be on-site, but coordinated closely with Astria Health.

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

This question is not applicable.

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

Please see the response to Question 8.

11. Provide a listing of ancillary and support services that would be provided on site and those provided through a parent corporation off site.

Please see the response to Question 8.

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

Astria Yakima is new. This question is not applicable.

13. If the Kidney Center is currently operating, provide a listing of healthcare facilities with which the Kidney Center has working relationships.

Astria Yakima is new. This question is not applicable.

14. For a new facility, provide a listing of healthcare facilities with which the Kidney Center would establish working relationships.

Astria Yakima will establish working relationships with transportation, primary care, specialists, each local hospital, and long-term care providers as well as social service agencies supporting dialysis patients.

15. Provide a copy of the existing or proposed transfer agreement with a local hospital.

A draft of the transfer agreement is included in Appendix 9.

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

As a new entity, Astria Yakima has no existing working relationships. That said, as part of the Astria Health system, Astria Yakima will enjoy access to the strong relationships that have been established over the past decades.

17. Fully describe any history of the applicant concerning the actions noted in Certificate of Need rules and regulations WAC 246-310-230(5)(a). If there is such history, provide documentation that the proposed project will be operated in a manner that ensures safe and adequate care to the public to be served and in conformance with applicable federal and state requirements. This could include a corporate integrity agreement or plan of correction.

Neither Astria Yakima nor Astria Health have any history related to the actions noted in WAC 246-310-230 (5) (a).

18. Provide documentation that 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

Astria Health will establish a Quality Improvement Program to monitor and evaluate clinical outcomes. We will also utilize employee, provider, and patient satisfaction surveys to continually improve quality. An interdisciplinary team consisting of the social work, dietary clinical nurse manager, medical director, and the patient's nephrologist and primary care provider, as well as the patient's primary caregiver (spouse, adult child, AFH, nursing home etc.) will regularly communicate and coordinate regarding transportation needs, medication management and other dialysis-related concerns.

19. Provide documentation that the proposed project will have an appropriate relationship to the service area's existing health care system as required in WAC 246-310-230.

The proposed Astria Yakima will have an appropriate relationship to Yakima County's existing health care system. Astria Yakima will be a key component of the health care system in the service area, and the project will enable enhanced patient access to much needed dialysis services in Yakima County. In addition, Astria Yakima will provide a choice for patients and payers.

20. Provide documentation to verify that the facility would be operated in compliance with applicable state and federal standards. The assessment of the

conformance of a project to this criterion shall include, but not be limited to, consideration as to whether the applicant or licensee has no history, in this state or elsewhere, of a criminal conviction which is reasonably related to the applicant's competency to exercise responsibility for the ownership or operation of a health care facility, a denial or revocation of a license to operate a health care facility, a revocation of a license to practice a health profession, or a decertification as a provider of services in the Medicare or Medicaid program because of failure to comply with applicable federal conditions of participation.

Please see the response to Question 17.

Section 3 Certificate of Need Review Criteria

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

1. Identify all alternatives considered prior to submitting this project.

Astria Health considered several options before electing to proceed with its own certificate of need application. These options included: 1) doing nothing (foregoing the opportunity to establish a locally owned/operated not-for-profit dialysis option; and 2) submitting a CN application for a new 11 station facility.

Option 1 was rejected after considerable review. Data demonstrates that Yakima County has experienced strong growth in its dialysis patient population, due in large part to the demographics and socioeconomics of the County. There are higher rates of diabetes and other underlying conditions in the Hispanic community, which is rapidly growing in the County. Currently, one provider operates all 5 dialysis centers, and choice for patients and payers was a determining factor that led Astria to reject this option.

Option 2 requires Astria to “get into the business” of operating an outpatient dialysis center at the time when the Washington dialysis market is dominated by large dialysis organizations “LDOs”. After analysis we concluded that we could, in fact, offer a locally based real and meaningful choice, and operate a high quality, lower net revenue per treatment option that is attractive to both payers and patients. Further, Astria has medical office space that lends itself, at a relatively low capital cost, to be converted to a patient-friendly dialysis environment at a relatively low cost and within a short time frame. A shorter time frame is important to deal with the very high occupancy rates being experienced in the existing centers. For these reasons, option 2 was the preferred option.

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

Please refer to the response to Question 1.

3. For existing facilities, identify your closest two facilities as required in WAC 246-310- 827(3)(a).

This question is not applicable.

- 4. For new facilities, identify your closest three facilities as required in WAC 246-310-827(3)(b).**

Astria will be a new dialysis provider in the State. his question is not applicable.

- 5. Do any other applications you submitted under this concurrent review cycle rely on the same facilities listed in response to questions 3 or 4? If yes, identify the applications. WAC 246-310-827(3)(c). (Note: A maximum of two applications can rely on the same three facilities.)**

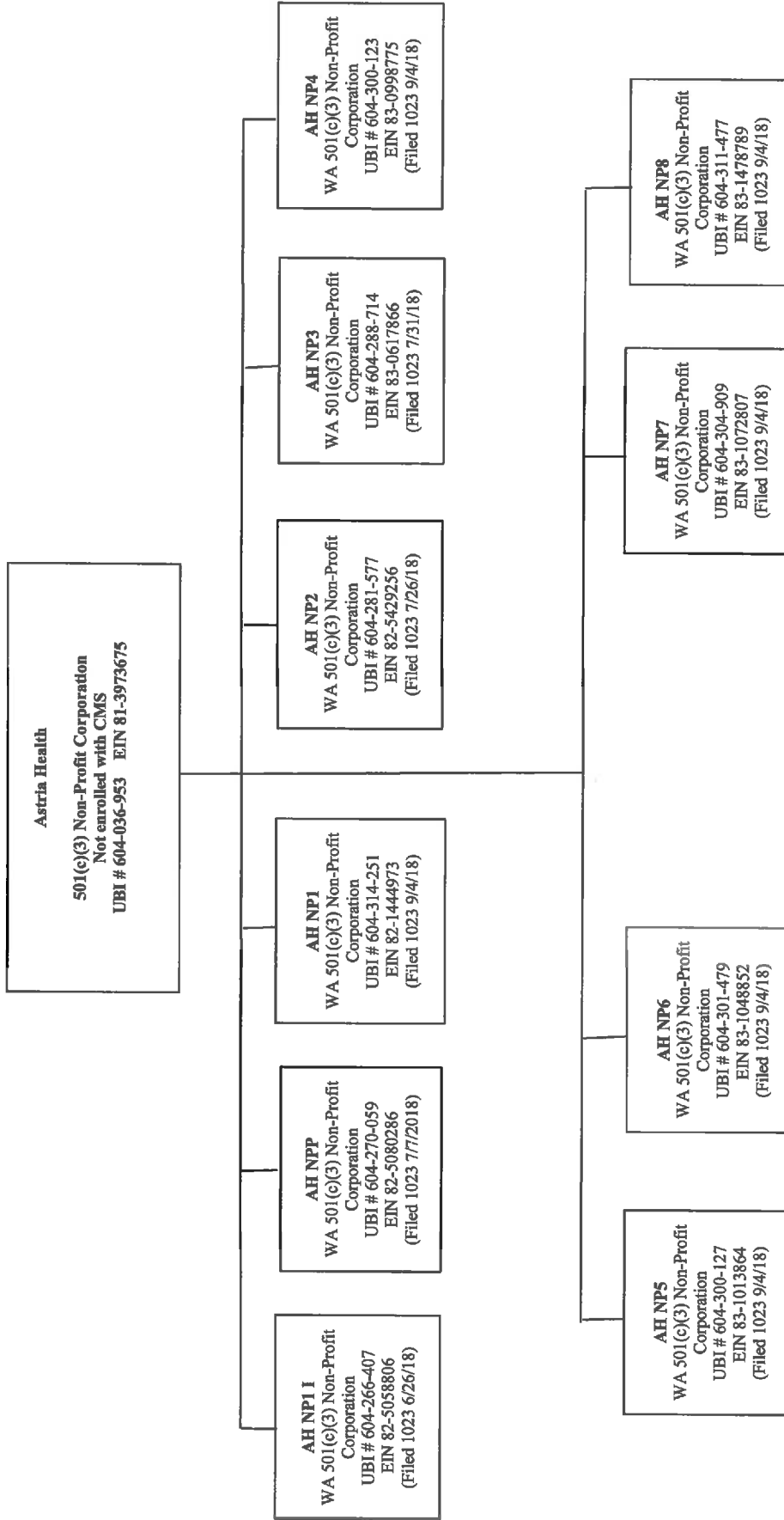
Astria has not submitted any other applications in this cycle.

- 6. Identify whether any aspects of the facility's design could lead to operational efficiency. This could include but is not limited to LEED building, water filtration, or the methods for construction, etc. WAC 246-310-240(2) and (3).**

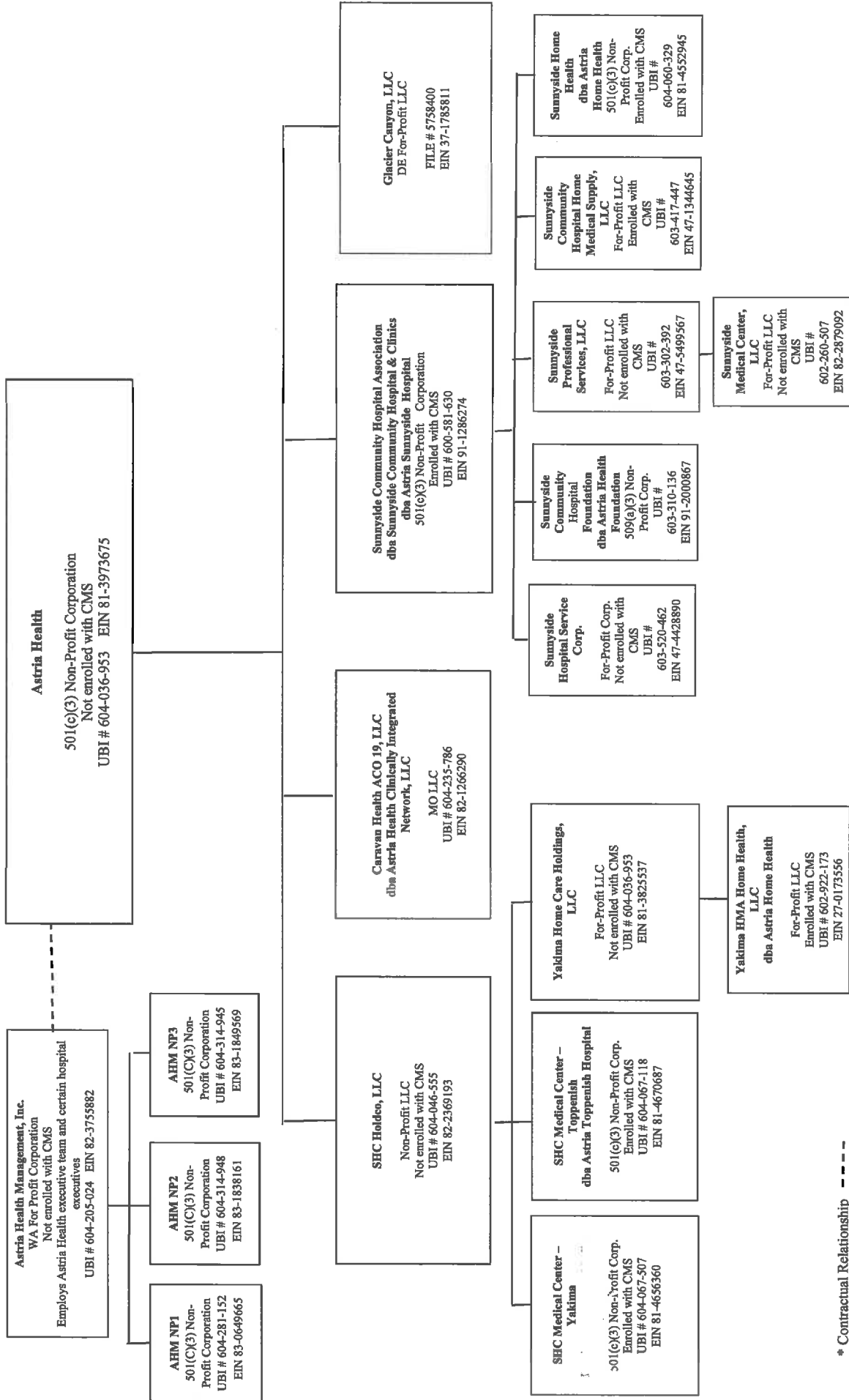
The project proposes to renovate an existing building (not build new), and so the energy systems are already in place. Operational efficiency will be maximized with workflows, sightlines, and easy access/egress for patients. Most importantly, the design provides for a safe and welcoming care environment for patients and staff.

Appendix 1 Organizational Chart

Astria Health - Organizational Chart



Astria Health - Organizational Chart



* Contractual Relationship - - - -

Appendix 2 Astria Facilities

Astria Facilities

Astria Sunnyside Hospital

1016 Tacoma Ave.
Sunnyside, WA 98944

Astria Toppenish Hospital

502 W 4th St.
Toppenish, WA 98948

Appendix 3 Letter of Intent

May 3, 2021

Eric Hernandez, Program Manager
Certificate of Need Program
Department of Health
P.O. Box 47852
Olympia, WA 98504-7852

RECEIVED

By CERTIFICATE OF NEED PROGRAM at 10:48 am, May 03, 2021

LOI21-05AHNP8KDY

ex: June 01, 2021

Dear Mr. Hernandez:

AH NP8, a subsidiary of Astria Health, submits this letter of intent for the establishment of a new 11 station dialysis facility in the Yakima County Dialysis Planning Area. In accordance with WAC 246-310-080, the following information is provided:

1. A Description of the Extent of Services Proposed:

AH NP8, a subsidiary of Astria Health, is proposing to establish a new 11 station dialysis facility. The proposed new facility will offer in-center hemodialysis, home dialysis training (peritoneal and home hemodialysis), isolation capability and a permanent bed station.

2. Estimated Cost of the Proposed Project:

The cost of the proposed new facility is estimated to be \$1,500,000.

3. Description of the Service Area:

Per WAC 246-310-280, the service area is the Yakima County Dialysis Planning Area.

Thank you for your support in this matter. Please contact me with any questions you may have.

Sincerely,



Brian P. Gibbons, Jr., FACHE
President & CEO

Appendix 4 Policies

Patient Nondiscrimination Policy and Procedure

Purpose

To ensure that all patients and visitors of Astria Yakima Dialysis Center are treated with equality, in a welcoming, nondiscriminatory manner, consistent with applicable state and federal law

Audience

All Staff

Key Concepts and Terms

Discrimination- an act or instance of discriminating, or of making a distinction. Treatment or consideration of, or making a distinction in favor of or against, a person or thing based on the group, class, or category to which that person or thing belongs rather than on individual merit

Policy

Astria Yakima Dialysis Center is dedicated to providing services to patients and welcoming visitors in a manner that respects, protects, and promotes patient rights.

1. Center Personnel will treat all patients and visitors receiving services from or participating in programs of Astria Yakima Dialysis Center with equality in a welcoming manner that is free from discrimination based on age, race, color, creed, ethnicity, religion, national origin, marital status, sex, sexual orientation, gender identity or expression, disability, veteran or military status, or any other basis prohibited by federal, state, or local law.
2. Personnel will inform patients of the availability of and make reasonable accommodations for patients consistent with federal and state requirements. For example, language interpretation services will be made available for non-English speaking patients and sign language interpretation will be made available for hearing impaired patients.
3. Personnel will afford visitation rights to patients free from discrimination based on age, race, color, creed, ethnicity, religion, national origin, marital status, sex, sexual orientation, gender identity or expression, disability, veteran or military status, or any other basis prohibited by federal, state, or local law and will ensure that visitors receive equal visitation privileges consistent with patient preferences.
4. Any person who believes that he, she, or another person has been subjected to discrimination³³

which is not permitted by this Policy, may file a complaint using Astria Yakima Dialysis Center's complaint and grievance procedure.

5. Personnel are prohibited from retaliating against any person who opposes, complains about, or reports discrimination, files a complaint, or cooperates in an investigation of discrimination or other proceeding under federal, state, or local anti-discrimination law.

Procedure

1. Astria Yakima Dialysis Center's Compliance Officer is responsible for coordinating compliance with this Policy, including giving notice to and training all Personnel on this Policy.

2. Personnel will determine eligibility for and provide services, financial aid, and other benefits to all patients in a similar manner, without subjecting any individual to separate or different treatment on the basis of age, race, color, creed, ethnicity, religion, national origin, marital status, sex, sexual orientation, gender identity or expression, disability, veteran or military status, or any other basis prohibited by federal, state, or local law.

3. Personnel will provide notices to patients regarding this Nondiscrimination Policy and Astria Yakima Dialysis Center's commitment to providing access to and the provision of services in a welcoming, nondiscriminatory manner.

4. At the time patients are notified of their patient rights, Center Personnel will also inform each patient, or the patient's support person, of the patient's visitation rights, including any clinical restriction on those rights, and the patient's right, subject to the patient's consent, to receive visitors whom the patient designates, free of discrimination based upon age, race, color, creed, ethnicity, religion, national origin, marital status, sex, sexual orientation, gender identity or expression, disability, veteran or military status, or any other basis prohibited by federal, state, or local law. Such visitors include a spouse, state registered domestic partner (including same-sex state registered domestic partner), another family member, friend, or a legal representative of the patient, such as an attorney-in-fact. Center Personnel will also notify patients of their right to withdraw or deny such consent at any time. Center Personnel will afford such visitors equal visitation privileges consistent with the patient's preferences.

5. Any Center Personnel receiving a patient or visitor discrimination complaint will advise the complaining individual that he or she may report the problem to the Compliance Officer and file a complaint without fear of retaliation.

Patient Admission Policy

Purpose

1. To describe the process used to document required admission elements
2. This policy applies to all Astria Yakima Dialysis Center (the center) patients, providers and staff.

Policy

1. The Center will provide in-center hemodialysis, peritoneal dialysis or home hemodialysis therapy for patients referred for admission.
2. The Medical Director in collaboration with the Admissions staff has the responsibility to assure that patients are clinically appropriate for outpatient dialysis treatment.
3. All patients must be referred and followed by a Center nephrologist
4. The Center Manager or their designee is responsible for patient schedules and determining the availability of treatment spots.
 - a. If the Center has available Medicare certified stations and adequate staff, the unit must accommodate a new patient start.
 - b. The Center will respond to the a request for admission team within 2 hours of a new patient placement
5. The Medical Director will be available to consult on patient referrals, as needed.
6. Once the Center has scheduled a patient for dialysis, the Center is responsible for managing the transition and any follow-up including any changes in medical condition that require adjustment in services or care..

Financial Assistance Policy and Procedure

Purpose

In accordance with our Mission, Vision, and Values Statement, Astria Yakima Dialysis Center (the Center) believes it is imperative to provide our patients with not only the best medical care and accessibility that we can provide, but to also extend our commitment to our patients throughout the entire billing process. It is the goal of The Center to provide quality care regardless of a patient's ability to pay for services. We understand that healthcare costs are usually unexpected and can also be very overwhelming; however, our ability to provide uncompensated care is limited. The application process is not intended to impose an undue burden on the responsible party taking into account any physical, mental, intellectual sensory deficiencies or language barriers which may hinder the responsible party's capability of complying with the application procedures. Applicants shall be given 14 days from the application date to provide documentation, during which time no collection efforts will occur.

Audience

Individuals receiving care at the Center, Financial Counselors and appropriate Admitting staff.

Key Concepts and Terms

For the purpose of this policy, the terms below are defined as follows:

Charity Care: Healthcare services that have been or will be provided by a provider and are never expected to result in cash inflows. Charity care results from a provider's policy to provide healthcare services free or at a discount to individuals who meet the established criteria.

Family: Using the Census Bureau definition, a group of two or more people who reside together and who are related by birth, marriage, or adoption. According to Internal Revenue Service rules, if the patient claims someone as a dependent on their income tax return, they may be considered a dependent for purposes of the provision of financial assistance.

Family Income: Family income is determined using the Census Bureau definition, which uses the following income when computing federal poverty guidelines:

- Includes earnings, unemployment compensation, workers' compensation, Social Security, Supplemental Security Income, public assistance, veterans' payments, survivor benefits, pension or retirement income, interest, dividends, rents, income from estates, trusts, educational assistance, alimony, child support, assistance from outside the household, and other miscellaneous sources – determined on a before tax basis.
- If a person lives with a family, includes income of all family members. (Non-relatives, such as housemates, do not count.)

Uninsured: The patient has no level of insurance or third-party assistance to assist with meeting his/her payment obligations.

Underinsured: The patient has some level of insurance or third-party assistance but still has out-of-pocket expenses that exceed his/her financial abilities.

Gross Charges: The total charges at the organization's full established rates for the provision of patient care services before deduction from revenue are applied.

Medically Necessary: As defined by Medicare (services or items reasonable and necessary for the diagnosis or treatment of illness or injury).

Poverty Guidelines: The poverty guidelines are a simplified version of the Federal Government's statistical poverty thresholds used by the Bureau of Census to prepare its statistical estimates of the number of persons and families in poverty. The poverty guidelines are used primarily for statistical purposes. However, the Department of Health and Human Services uses the thresholds for administrative assistance or services under a particular federal program. Other programs, such as our Financial Assistance Program, use the guidelines for the purpose of giving priority to lower income persons or families in the provision of assistance or services. Our poverty guidelines are based on last (calendar) year's increase in prices as measured by the Consumer Price Index. The poverty guidelines are published in the Federal Register and are revised yearly.

Amounts Generally Billed (AGB): No person eligible for financial assistance under the FAP will be charged more for medically necessary care than amounts generally billed (AGB) to individuals who have insurance covering such care. The Center determines AGB based on all claims paid in full to the Center by Medicaid and/or private health insurers over a 12-month period, divided by the associated gross charges for those claims.

Policy

As a courtesy and convenience to our patients, our Financial Services Department offers financial assistance to qualified patients who are exempt from insurance in accordance with the ACA (Affordable Care Act) or are underinsured and do not have adequate resources to pay for medically necessary services that have been provided. Financial assistance applications are processed in accordance with the policy. Any accounts that occurred more than 180 days previously will not be considered for financial assistance. No patient/resident that meets these requirements shall be denied uncompensated health care based upon race, creed, color, sex, national origin, sexual orientation, disability, age, or source of income.

Our program is a payer of last resort and if the patient qualifies for another program, including, but not limited to: government sponsored insurance, Affordable Care Act insurance plans, and has chosen not to utilize the program(s); they are not eligible for our financial assistance program. The Affordable Care Act (ACA) states that everyone must have insurance, but the Center does consider hardship and debt ratio for those who are uninsured and do not qualify for subsidized insurance plans (i.e. Medicaid). If the financial counselor believes that another program could be utilized and was denied, a denial will be requested before consideration can be given. If the denial cannot be obtained, our financial counselors will then work with the patient to arrange payment terms, based on the unique circumstances and in accordance with the Center's payment policy.

The Center’s financial assistance program is administered in conjunction with the Federal Poverty Guidelines that are used nationwide and that pertain to medical services provided at The Center only. These guidelines incorporate rationale for age, number and ages of dependents and provide definitions of family and gross income. The United States Department of Health and Human Services sets the Federal Poverty Income Guidelines and applies annual revisions to account for increases in the Consumer Price Index.

The Center utilizes the federal poverty income levels for eligibility purposes. The guarantor’s household gross income is compared to this poverty level. If this total is below the 150% level, 100% of the patient responsibility balance on approved accounts will be forgiven. Amounts will be forgiven based on the following sliding scale.

RANGE	ADJUSTMENT PERCENTAGE
0-150%	100%
151-174%	75%
175-224%	50%
225-300%	25%
Above 300%	0%

Procedure

Eligibility Requirements

1. The Center’s Financial Assistance Program shall be consistently and equitably administered in accordance with established eligibility requirements.
2. All patients with a self-pay balance may be eligible for financial assistance which can include free or discounted care as indicated in Attachment B. However, financial assistance generally excludes care found not to be medically necessary, or disallowed by government or third party payers including procedures considered elective, experimental or cosmetic in nature.
3. The full application process must be completed, preferably by the patient/responsible party. Falsification of the application information, failure to fully disclose all assets and/or income, or refusal to cooperate will result in denial of Financial Assistance benefits.
4. All third party resources and non-Center financial aid programs, including public assistance available through the state Medicaid program must be exhausted before financial assistance can be considered. If an individual has applied for and has not yet received a determination, the eligibility for financial assistance will be postponed until the Medicaid Eligibility determination has been made.
5. The Center reserves the right to review eligibility status at any time, and to modify or nullify prior benefit determination if financial circumstances have changed.
6. Prima Facie Write Offs: In the event that the responsible party’s identification as an indigent person is obvious to the Center’s personnel and they can establish that the

applicants income is clearly within the range of eligibility, the Center will grant Charity Care based solely on this initial determination. In these cases, the Center is not required to complete a full verification or documentation. (in accordance with WAC 246-453-030(3)).

Method for applying for financial assistance

The Financial Assistance Application (Attachment C) can be completed before or after services are provided. The application must be received within 180 days after discharge. This clause does not comply with WAC 246-453-020(10), which states that a designation can be made at any time.

The forms may be completed by the applicant at home or onsite with the assistance of Patient Financial Services personnel. All required supporting documentation must be included with the application.

The application can be obtained as described in the section below:

Telephone: 509-837-1554
Address: Astria Yakima Dialysis Center
Suite 100
209 S. 12th Avenue
Yakima, WA 98902

A patient will not be deferred or denied medically necessary care based on the non-payment of previously provided care, if financial assistance has not yet been determined.

Extraordinary Collection Actions (ECA):

The Center will not take any ECA actions without making a reasonable effort to determine at patient's financial assistance eligibility in accordance with limitations outlined in the policy.

Measures to widely publicize this policy within the community served by the facility

1. Financial Counselors will make paper copies of the financial assistance policy and application.
 - Documents are readily available during normal business hours either directly from the Financial Counselor or by mail.
 - Each document is available in English and in the primary language of any populations with limited proficiency in English that constitutes more than either (a) 1,000 individuals or (b) 5% of the residents of the community services by the facility.
2. As part of the intake or discharge process, patients are offered a Patient Information Packet that outlines payment plan options and Financial Assistance Policy information.

3. Notify and inform members of the community served by the Center about the Financial Assistance Policy with the information available on each billing statement.

Administration/Guidelines of Financial Assistance Program:

1. The Center's Financial Assistance Program will be administered according to the following guidelines:
 - a. The Center will make an initial determination of potential eligibility based on the verbal request for charity care. Pending final eligibility determination, the Center will not initiate collection efforts or requests for deposits, provided that the responsible party cooperates with Center efforts to obtain payment from other sources, including Medicaid.
 - b. The Center will furnish an application and instructions to the responsible party when charity care is requested, or when financial screening indicates potential need. The responsible party will return a completed application as soon as possible, but not to exceed 14 days from date of request.
 - c. The application information, along with all the required documentation will be reviewed by the Patient Financial Counselor.
 - d. Patient Financial Counselor will complete the Worksheet for Annual Income, Worksheet for Income and Asset Calculation, and Worksheet for Discount Calculation.
 - e. After reviewing the application, the CFO or designee will determine if the patient/responsible party qualified for financial assistance based on the supporting documentation and the recommendation of the Patient Financial Counselor who verified the information contained in the application.
 - f. Patient Accounts Data Entry personnel will write off approved amounts from the patient's account(s) per established procedures.
 - g. The patient/responsible party will be notified in writing within thirty (30) days from applying (when all documentation has been received) if they were approved for financial assistance.
 - h. The application will be kept on file for seven (7) years.
 - i. Providing the patient/responsible party's finances change significantly between tax seasons, current income for the household as defined in Attachment C will determine eligibility in lieu of the federal income tax requirements. An approved application will be a one-time grant.
 - j. If an applicant is habitually non-compliant with the program guidelines and assistance efforts made by the financial counselors and staff, the applicant will fall under a penalty status and will not be able to reapply for 6 months or may be required to submit a fully completed application with all required documents prior to a non-emergent service(s). During this penalty status period patient balances will be eligible for collection and credit reporting after 30 days from the date of service.

Appeal Process:

1. The patient/responsible party has the right to appeal the financial assistance decision.
2. The appeal must be received within thirty (30) days of the determination.

3. The appeal must include documented proof justifying why the patient/responsible party is unable to pay.
4. The appeal is forwarded to the Business Office Manager and is reviewed with the CFO.
5. The patient/responsible party will be notified within sixty (60) days from submission of the appeal if they are approved.

Patient Rights and Responsibilities and Responsibilities Policy and Procedure

Purpose

Astria Yakima Dialysis Center (the Center) believes that the protection and support of the basic human rights of freedom of expression, decision and action are important to the healing and wellbeing of our patients. We, therefore, strive to treat our patients with respect and dignity. In order to provide quality health care to our patients and their families, the Center maintains that our patients have the following rights:

Audience

All Center Employees

Policy

Center staff will protect and promote each patient's rights

Patient rights and responsibilities will be clearly communicated to patients and staff.

Procedure

Patient Rights

1. Each patient or their representative, when appropriate, will be informed of their rights in a language he/she understands prior to initiating or discontinuing treatment, whenever possible.
2. Each patient has the right to impartial access to treatment, regardless of race, religion, sex, sexual orientation, ethnicity, age or handicap.
3. The patient has the right to participate in the development of and to make informed decisions regarding his/her plan of care.
 - a. The patient has a right to be informed of his/her status and prognosis.
 - b. The patient has a right to request or refuse treatment although this is not to be construed as a mechanism for demanding treatment or services deemed medically unnecessary or inappropriate.
 - c. The patient has a right to make decisions about his/her plan of care without coercion, discrimination or retaliation.
4. The patient has a right to have a surrogate (parent, legal guardian, person with medical power of attorney) exercise the patient's rights when the patient is incapable of doing so without coercion, discrimination or retaliation.

5. The patient has the right to be fully informed of and to consent or refuse to participate in any unusual, experimental or research project without compromising his care or services.
6. The patient has a right to formulate advance directives.
7. The patient has a right to have a family member or representative of his/her choice and his/her own physician notified of his admission to the Center.
8. The patient has a right to personal privacy.
9. The patient has a right to receive care in a safe setting.
10. The patient has a right to be free from all forms of abuse or harassment.
11. The patient has a right to the confidentiality of his/her clinical records.
12. The patient has a right to access information contained in his/her clinical records within a reasonable timeframe.
13. The patient has a right to be free from restraints of any form which are not medically necessary to provide immediate physical safety of the patient, staff members or others. Restraints must be discontinued at the earliest possible time.
14. The patient has a right to know the professional status of any person providing his/her care or services.
15. The patient has the right to know the reasons for any proposed changes in the Professional Staff responsible for his/her care.
16. The patient has the right to know the reasons for his/her transfer either within or outside the Center.
17. The patient has the right to know the relationship of the Center to other persons or organizations participating in the provision of his care.
18. The patient has the right to the cost, itemized when possible, of services rendered within a reasonable period of time.
19. The patient has the right to be informed of the source of the Center's reimbursement for his/her services and any limitations which may be placed on his/her care.

20. The patient has the right to have pain treated as effectively as possible.
21. The patient's family has the right of informed consent or refusal of donation of organs and tissues in the event of the patient's death.
22. The patient's family has the right to request an autopsy of the deceased patient.
23. The patient has the right to request a bioethics review.
24. Process for prompt resolution of patient grievance, a formal written or verbal complaint filed by the patient when staff cannot resolve a patient issue promptly:
25. Through the Center Quality Patient Advocate adhering to the CMS guidelines for Grievance and Complaints
26. The patient has the right to have access to protective services.
27. The patient has the right to be involved in ALL aspects of their care, including and resolving problems with care decisions.
28. The patient has the right to be informed of unanticipated outcomes.
29. The patient has the right to be informed and agree and participate in their plan of care.
30. The patient has the right to have family input in their care decisions
31. The patient has the right to END of life care
32. The patient has the right to donate organs and other tissue, including the right to have medical staff input, direction from family, or a surrogate decision maker.

Patient Responsibilities

1. To be responsible for following instructions and to take responsibility for outcomes if instructions are not followed
2. To understand discharge instructions, including what medication to take and whether they are scheduled for follow up visits
3. To inform personnel of desired changes in Advance Medical Directives
4. To provide accurate insurance information to the Center
5. To provide accurate and complete health information to the Center

6. To follow instructions and ask for clarification, as necessary
7. To follow Center rules and regulations
8. To respect the rights of others

Appendix 5 Medical Director Agreement

MEDICAL DIRECTOR AGREEMENT

BETWEEN

ASTRIA YAKIMA DIALYSIS CENTER

and

VAMSI KANNEGANTI, MD

This **AGREEMENT** made between Astria Yakima Dialysis Center (hereinafter, "the Center"), a State of Washington nonprofit corporation, and Vamsi Kanneganti, MD. and is effective as of _____, (the "Effective Date").

WITNESSETH:

WHEREAS, The Center will operate a chronic kidney disease dialysis facility in Yakima, Washington; and

WHEREAS, Vamsi Kanneganti, MD. is a qualified nephrology physician; and

WHEREAS, The Center wishes to retain the services of Vamsi Kanneganti, MD as the qualified **Astria Yakima Dialysis Center Medical Director** effective as of the Effective Date, upon the terms and conditions set forth herein, with services commencing effective as of the Services Commencement Date (as defined below).

NOW, THEREFORE, in consideration of the premises and the mutual covenants, terms and conditions contained herein, it is agreed between the parties as follows:

1. **Appointment as Astria Yakima Dialysis Center; Commencement Date.** The Center engages and hereby appoints Vamsi Kanneganti, MD. as the designated **Astria Yakima Dialysis Center Medical Director** during the term of this Agreement with services commencing as of the Commencement Date. For purposes of this Agreement, the term "Commencement Date" shall mean that date when the Center dialyzes its first patient or trains its first patient, whichever occurs first. Vamsi Kanneganti, MD. accepts said appointment and agrees to serve as the Center Medical Director and shall assume and discharge all responsibilities hereunder on an ethical and professional basis consistent with the policies and objectives of the Center, the Bylaws of the Center, the requirements of her professional societies, and all applicable laws and regulations.
2. **Role and Responsibility.** The Medical Director shall devote adequate time to general supervision of all ESRD treatments at the Center and perform duties required for the Center's compliance with CMS Medical Standards of Participation for End Stage Renal Disease Facilities, including but not limited to those set forth at 42 CFR 494.150. Administrative services of the Medical Director are directly related to the support of the Center, not directly related to an individual patient's care, but are of benefit to all the patients served by the Center. Specific duties and performance expectations of the Center

Medical Director are as follows (collectively, the "Medical Director Services") with such Medical Director Services to commence as of the Services Commencement Date:

- Support, cooperate with, and monitor compliance with the Centers' policies, and delivery of high quality care to patients at the Center;
 - Provide general medical supervision and guidance for nursing and technical services furnished to patients of the Center;
 - Attend meetings requiring medical input and direction;
 - Participate in assessments of and improvements in Center productivity and quality
 - Conduct/assist with in-service programs for Center employees
 - As requested, provide input for the long-range planning of the Center; and
 - As requested, provide input to the on the medical and technical techniques of staff for the purposes of performance evaluation.
3. **Insurance.** Vamsi Kanneganti, MD shall maintain and provide proof of malpractice and public liability insurance coverage and shall furnish evidence of said insurance to the Center and agrees to pay all premiums promptly.
 4. **Reports and Record.** It is agreed that the content of meetings, reports and records within the Center is the property of the Center and are to be considered and treated as confidential and proprietary to the Center. The Medical Director shall not disclose any such confidential or proprietary information to any third party except as necessary to carry out obligations under this Agreement.
 5. **Staff Inservice.** The Medical Director shall perform such teaching and similar duties for the Center as are in accordance with the education program of the Centers' employees and ESRD requirements.
 6. **Professional Fees.** The Medical Director shall provide her own billing services for those identifiable professional services performed in person in the diagnosis or treatment of a patient at the Center.
 7. **Compensation.** Effective as of the Commencement Date, the Centers shall pay Vamsi Kanneganti, MD a fee for the Medical Director Services of \$75,000 annually.
 8. **Term of Agreement.** This Agreement shall take effect as of the Effective Date, and shall remain in effect for three years with an auto-renew clause.

9. Termination.

9.1 **Immediate Termination for Cause by the Center Without Notice.** This Agreement will terminate immediately if any of the following occurs:

- (a) The Medical Director's license to practice medicine in Washington State is revoked, suspended, restricted or expires;
- (b) The Medical Director is convicted of any offense punishable as a felony or engages in unprofessional conduct as defined in RCW 18.130.180;
- (c) The Medical Director is terminated from participation in any third-party payor plan, including but not limited to Medicare, Medicaid, and other public or private insurance programs;
- (d) The Medical Director is not qualified to perform the position or is incapable of performing essential job functions with or without reasonable accommodation by the Center, as defined by federal and state disabilities laws;
- (e) The Medical Director commits a violation of law in the course of engagement that has an adverse impact on the Center or its employees or that breaches the Medical Director's duties or obligations to the Center;
- (f) The Medical Director fails to comply with a material term of this Agreement, other than conduct described herein, after notice and a thirty (30) day opportunity to cure.

10. **Conditions** The parties recognize that this Agreement is subject to applicable federal, state and local laws and regulations and will be subject to amendments to comply with new laws or regulations.

11.

12. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other agreements, either written or oral, among the parties. This Agreement may be amended only in writing and only if executed by both parties. Neither party may assign this Agreement or the performance of its duties hereunder to any other party without the advance written consent of the other party. This Agreement may be executed in one or more counterparts.

APPROVED AND ACCEPTED BY:

Appendix 6 Zoning

Chapter 19.14 ALLOWABLE LAND USE TABLE

Sections:

19.14.010 Allowable Land Use Table.

19.14.010 Allowable Land Use Table.

(1) The following Table 19.14-1 indicates those uses which may be permitted through Type 1, 2, 3 or 4 review in the various zoning districts defined in this title. In addition to Table 19.14-1, reference to the individual zoning districts and, where indicated, the notes following the table and definitions of 19.01.070, is necessary in order to determine if any specific requirements apply to the listed use.

(2) Uses. The uses set out in Table 19.14-1 are examples of uses allowed in the various zoning districts defined in this title. The appropriate review authority is mandatory. See YCC Title [16B](#) for more explicit definitions of Type 1, 2, 3, and 4 uses/reviews.

- “Type 1” Uses allowed subject to approval of applicable permits where required. Type 1 uses usually require Type 1 review, but may require Type 2 review under certain conditions.
- “Type 2” Uses allowed upon Type 2 administrative review and approval as set forth in Section [19.30.030](#) uses subject to review and approval. Type 2 uses require administrative review by the Administrative Official and may be referred to the Hearing Examiner.
- “Type 3” Uses which may be authorized subject to the approval of a conditional use permit as set forth in Section [19.30.030](#). Type 3 conditional uses are not generally appropriate throughout the zoning district. Type 3 uses require Hearing Examiner review of applications subject to a Type 3 review under the procedures of Section [19.30.100](#) and YCC Subsection [16B.03.030](#)(1)(c).
- “Type 4” Uses which may be allowed subject to the approval of a project permit as set forth in Section [19.30.030](#). Type 4 uses require both the Hearing Examiner and Board of County Commissioners review of applications subject to a Type 4 review under the procedures of Sections [19.30.080](#), [19.36.030](#), and YCC 16B Subsection [16B.03.030](#)(1)(d).
- “Blank” Uses specifically prohibited.

A higher level of review may be required for a use located within one or more overlay districts, designated in Chapter [19.17](#), or where circumstances merit a higher level of review as described in Section [19.30.030](#). Where a use is not listed, it is specifically prohibited or subject to a similar use interpretation in Chapter [19.31](#).

Table 19.14-1 Allowable Land Uses

	AG	FW	MIN	R/ELDP	R-10/5	RT	RS	HTC	SR	R-1	R-2	R-3	B-1	B-2	SCC	LCC	GC	M-1	M-2
AGRICULTURE & FORESTRY (COMMERCIAL)																			
Agricultural building*†	1	1	1	1	1	1	1	1	1	1	1	1						1	1
Agricultural market*	2	3		3	2		2	1	2					2	1	1	1	2	2

	AG	FW	MIN	R/ELDP	R-10/5	RT	RS	HTC	SR	R-1	R-2	R-3	B-1	B-2	SCC	LCC	GC	M-1	M-2
Agricultural stands*† not exceeding 1,000 square feet in area	1	1	1	1	1	2	1	1	1	2				2				1	1
Agricultural service establishments*	2	3			2		2												
Agricultural tourist operation*† (ATO):																			
(1) Retail ATO*	2			2	2														
(2) Destination ATO*	3			3	3														
(3) Resort ATO*	4	4		4	4														
Agriculturally related industry*	1			3	2		2		3									1	1
Agriculture*, silviculture, wholesale nurseries*†, and animal feeding operations*† (Excluding: concentrated animal feeding operations*, livestock auction/sale yards, rendering plants and slaughter houses)	1	1	1	1	1	1	1	1	1	1	1	1						1	1
Aquaculture*	1	2	1	2	2	3			1	3								2	1
Brewery, domestic*																	2	1	1
Brewery, micro*	1			3	2		2	2									1	1	1
Concentrated animal feeding operations*	2			2	3													2	2
Distillery*	1			3			2	2											
Distillery*, craft*	1			3	2		2	2									2	1	1
Farm Labor housing:																			
Farm labor center*†	2			3	3														
Farm labor shelter*†	1				2														
Seasonal duration temporary worker housing†	Note 3	Note 3		Note 3	Note 3	Note 3													
Forest industries*		1		2	3													2	1
Irrigation distribution/drainage facilities*	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Livestock auction/sale yards*	2			2	3													3	2
Winery*	1			3	2		2										2	1	1

AMUSEMENT AND RECREATION

	AG	FW	MIN	R/ELDP	R-10/5	RT	RS	HTC	SR	R-1	R-2	R-3	B-1	B-2	SCC	LCC	GC	M-1	M-2
Adult entertainment facilities*†																		1	1
Amusement park (permanent) fairgrounds, racetracks and other outdoor amusements*†					3	3	3	2								3	3	3	
Aquatic center†							3	2								3	3	2	
Bowling alleys							2	1						2	2	2	1		
Campground*† and RV park*†		2		3	3			2	3								2		
Drive-in theatres†						3	3	2	3								2	2	
Exercise Facilities, gymnasiums	2				2		2	2					2	2	1	1	1	2	
Game rooms*, electronic game rooms*, excluding social card rooms*							2								1	1	1		
Social card room*, including casinos†							2								3	3	3		
Golf courses, clubhouses, pro shops, driving ranges	3	3		2	2	2	2	2	3	3	3	3							
Miniature golf courses†					3	3	3	2						3	3	1	1	2	
Historic landmark* allowable use permits†	2	2	2	2	2	2	2	2	3	3	3	3	2	2	2	2	2	2	2
Hunting and fishing services, horse rental, pony rides	1	1		1	1	2	2	2									2		
Livestock event facilities	2			3	2	3	3												
Movie theaters, auditoriums, exhibition halls							2	1							3	1	1		
Off-road vehicle recreation facilities*†		2		2	2														
Parks, playgrounds, greenways and other public or private outdoor recreational facilities	3	3	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Public or private camps* and guest ranches*	2	2		3	3														
Recreational services including equipment sales and rentals		2			2														
Shooting range, indoor					2		2								3	3	3	2	
Shooting range, outdoor	3	3	2	3	2														

	AG	FW	MIN	R/ELDP	R-10/5	RT	RS	HTC	SR	R-1	R-2	R-3	B-1	B-2	SCC	LCC	GC	M-1	M-2
Sporting goods, Retail							1	1						2	1	1	1		
Sports facility, indoor					2		2								2	2	1	3	
COMMUNITY SERVICES																			
Cemetery†, crematorium columbaria and mausoleums	2	2		2	2	2	2		3	3	3	3						3	
Church or other place of worship*	2	2		2	2	2	2		2	2	2	2	2	2	2	2	1		
Community center*	3	3			3		2		2	3	2	2	2	2	2	2	1	2	
Correctional facilities	3	3		3	3	3	3										3	3	3
Crisis residential facilities*					2	2	2			3	2	2					3		
Day care center, child*	3				2	2	2		3	3	3	2	2	2	1	1	2	2	
Family home services*, other than safe/shelter home	1			1	1	1	1		1	1	1	1	1	2	1	1	1		
Safe/shelter home* (see Family Home Services)	2	2		2	2	2	2	2	2	2	2	2	2	2	2	2	2		
Fraternal organizations*, lodges and clubs, meeting/reception hall*					3		2	2	2					2	2	2	2	2	
Funeral home, without cemetery or crematorium							2		3				2	2	2	1	1	2	
Funeral homes with crematorium							2		3				2	2	2	2	2	2	
Grange halls and other agriculturally related clubs and organizations	2	2			2														
Group care facilities (large)**, foster family homes (large)**, or licensed boarding homes for more than six residents** (**Exceed definitions under Family Home Services)					2	2	2			2	2	2	3	3			2		
Halfway house/clean and sober facility*	3	3			3	3	3				3	2					3		
Health care facilities*	3				3		2		3	3	3	3	3	3		3	2	2	
Libraries					2	2	2	2	3	3	3	3	2	2	1	1	1		
Museums, art galleries	2	2		3	2	2	2	2		3	3	3	2	2	1	1	1		

	AG	FW	MIN	R/ELDP	R-10/5	RT	RS	HTC	SR	R-1	R-2	R-3	B-1	B-2	SCC	LCC	GC	M-1	M-2
Opiate substitution treatment facility defined under RCW 36.70A.200†							3						3	3	3	3	3	3	
Police, fire station, ambulance service†	2	2		2	2	2	2	2	3	3	3	3	2	2	2	2	1	1	1
Public buildings and uses*	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Residential care facility*							2			3	2	2							
Residential care facility* within five road miles of a year-round responding fire station					2	2													
Retirement homes*							2		2			2							
School bus storage & maintenance facilities	3	3		3	2	2	2		2	2	2	2	2	2	2	2	2	2	2
Schools: Elementary and middle*, senior high school*	3	3			2	2	2		3	3	3	3	3	3	3	3	2	2	
Business incubator facilities, single- or multi-tenant							2								2	2	2	2	
Business school*							2		3	3	3	3	3	3	2	2	2	2	
Commercial education services and studios					3		1						2	1	1	1	1	2	
Community college/university					3	3	2		3	3	3	3	3	2	2	2	2	2	
Vocational school*							2		3	3	3	3	3	2	2	2	1	2	
Treatment centers for drug and alcohol rehabilitation							3						3	3	3	3	3	3	
MANUFACTURING																			
Agricultural product support																	2	1	1
Aircraft, aircraft parts																		1	1
Aircraft, commercial and industrial uses																		1	1
Apparel and accessories							2										2	1	1
Bakery products (wholesale)							2									2	2	1	1
Beverage industry*, not including wineries							2										2	1	1

	AG	FW	MIN	R/ELDP	R-10/5	RT	RS	HTC	SR	R-1	R-2	R-3	B-1	B-2	SCC	LCC	GC	M-1	M-2
Canning, preserving, processing and packaging fruits vegetables and other foods not with definition of ag. related industry							2										2	1	1
Cement and concrete plants			1															3	1
Chemicals (industrial, agricultural, wood, etc.)																		3	1
Concrete, lime, gypsum and plaster			1															1	1
Confectionery and related products (wholesale)							2								2	2	2	1	1
Drop forge products																		3	1
Drugs and pharmaceutical products																		1	1
Electrical transmission and distribution equipment																		1	1
Electronic components and accessories																	2	1	1
Engineering, medical, optical, dental and scientific instruments																	2	1	1
Explosives and ammunition																		3	2
Fabricated structural metal products																		1	1
Fertilizer, chemical	3						3											3	1
Food processing							2										3	1	1
Furniture and custom cabinet shops							3										2	1	1
General hardware, including hand tools, cutlery, etc.																	2	1	1
Glass pottery and related products							2										2	1	1
Grain mill products							2										3	1	1
Heating apparatus, wood stoves																		1	1
Leather products							3										2	1	1

	AG	FW	MIN	R/ELDP	R-10/5	RT	RS	HTC	SR	R-1	R-2	R-3	B-1	B-2	SCC	LCC	GC	M-1	M-2
Leather tanning and finishing																		3	1
Machinery and equipment							3										2	1	1
Major industrial development*																		3	3
Meat, poultry and dairy products							3										3	1	1
Metal, plastic or glass containers							3											2	1
Paints, varnishes, lacquers, enamels and allied products																		3	1
Paperboard containers and boxes							3										3	2	1
Petroleum products, refining and manufacture																		3	1
Plastic products																	3	1	1
Prefabricated structural wood products and containers							3											1	1
Printing, publishing and binding							2										2	1	1
Printing trade (service industries)							2						2	2	2	2	2	1	1
Rendering plants, slaughterhouses																		3	3
Rubber products																	3	2	1
Rubber reclaiming																		3	2
Sawmills and planing mills																		3	1
Sheet metal and welding shops																	3	1	1
Sign manufacturing*																2	1	1	1
Signs, printed, painted or carved							2							2	3	2	1	1	1
Stone products (includes finishing or monuments for retail sales)			1														3	1	1
Transportation equipment, including camping and recreational vehicles																	3	1	1

	AG	FW	MIN	R/ELDP	R-10/5	RT	RS	HTC	SR	R-1	R-2	R-3	B-1	B-2	SCC	LCC	GC	M-1	M-2
Vehicle assembly, including automobile, truck, farm, heavy equipment, etc.																		3	2
Woodworking, not otherwise listed							3									3	3	1	1
MINING/REFINING/OFFSITE HAZARDOUS WASTE TREATMENT																			
The following mining related uses within areas designated Mineral Resource by the comprehensive plan:																			
Chemical washing, blending, or extraction of precious or semi-precious minerals			3															3	3
Manufacture, fabrication and sale of concrete, asphalt, and mineral products			1															3	2
Mineral batching* (Long-term)†			1				3											2	2
Mineral batching* (Temporary)†	2	2	1	2	2	3	3											2	2
Mineral processing*, mining site/operation (Long-term or temporary) †	2	2	1	2	2	3	3											2	2
Recycled asphalt or concrete, stockpiling or storage of, (when accessory to an approved mining site/operation)†	2	2	1	2	2	3	3											2	2
The following mining related uses within areas not designated Mineral Resource by the comprehensive plan:																			
Chemical washing, blending, or extraction of precious or semi-precious minerals																		3	3

	AG	FW	MIN	R/ELDP	R-10/5	RT	RS	HTC	SR	R-1	R-2	R-3	B-1	B-2	SCC	LCC	GC	M-1	M-2
Manufacture, fabrication and sale of concrete, asphalt, and mineral products																		3	
Mineral batching* (Long-term)†																		3	3
Mineral batching* (Temporary) †	3	3		3	3	3	3											2	2
Mineral processing*, mining site/operation* (Long-term) †																		3	3
Mineral processing*, mining site/operation* (Temporary) †	3	3		3	3	3	3											2	2
Recycled asphalt or concrete, Stockpiling or storage of†																		3	3
Additional Uses:																			
Extraction of mineral resources as part of a federal or state approved fish or wildlife habitat restoration/enhancement project (Temporary)	2	2	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Federal or state approved wetland mitigation projects requiring extraction of mineral resources (Temporary)	2	2	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Hazardous waste treatment and storage facilities subject to the state siting criteria of Chapter 70.105 RCW: Offsite, and storage of chemicals and empty chemical containers			3	3	3													2	2
Hazardous waste treatment and storage facilities subject to the state siting criteria of Chapter 70.105 RCW: Onsite, and storage of chemicals and empty chemical containers	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

	AG	FW	MIN	R/ELDP	R-10/5	RT	RS	HTC	SR	R-1	R-2	R-3	B-1	B-2	SCC	LCC	GC	M-1	M-2
Petroleum, natural gas and geothermal exploration and production	2	2		2	3														
Recycling center*							3										1	1	1
Refuse landfills*	3	3	3	3	3													2	2
Solid waste drop box site*†	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	1
Solid waste transfer stations*†	3	3	2	3	3		3											2	1
Stockpiling of earthen materials not within FEMA Flood Plain*†	2	2	2	2	2	2	1	1	2	2	2	2			1	1	1	1	1
RESIDENTIAL†																			
Accessory dwelling unit*† – Attached	2	2		2	2	2	2		2	2	1(2)	1(2)							
Accessory dwelling unit*† – Detached	2	2		2	2	2	2		3	3	3(2)	3(2)							
Dwelling for occupancy by guards, watchmen, caretakers or owners of non-residential permitted use†			1					1					1	1	1	1	1	1	1
Manufactured/Mobile home parks*†							2		3			2							
Manufactured or mobile or homes*† of any size in approved or existing mobile/manufactured home parks*	1	1		1	1	1	1		1	1	1	1	1	1					
Mixed use building/dwellings in mixed-use multi-family residential/commercial development†							2						1	1	1	1	1		
Multi-family dwelling*, 12 dwellings per acre or less							2				2	1	2	2	2	2	2		
Multi-family dwelling*, 13 to 18 dwellings per acre							3				3	2	2	2	2	2	2		
Multi-family dwelling*, more than 18 dwellings per acre							2					2	2	2	2	2	2		

	AG	FW	MIN	R/ELDP	R-10/5	RT	RS	HTC	SR	R-1	R-2	R-3	B-1	B-2	SCC	LCC	GC	M-1	M-2
Multi-wide manufactured home*† on an individual lot:																			
Previously Titled (Used)	1	1		1	1	1	1		2	2	2								
Not Previously Titled (New)	1	1		1	1	1	1		1	1	1								
Second farm dwelling on a parcel at least 20 acres in size, in addition to the owner's single-family residence, that is in active agricultural use†	1																		
Single-family attached dwelling*, (common wall)									2	2	1	1							
Single-family detached dwelling (zero lot line)*									2	2	1	1							
Single-family site built or modular* dwelling	1	1		1	1	1	1		1	1	1								
Single-wide manufactured home*†, on an individual lot:																			
Previously Titled (Used)	1	1		1	1	1	2		2	2	2								
Not Previously Titled (New)	1	1		1	1	1	2		2	2	2								
Temporary sales office within a residential or mixed-use project while units in the project are sold by the developer							1		1	1	1	1	1	1	1	1	1		
Two-family dwelling (duplex)*							1		3	3	1	1							
RETAIL TRADE AND SERVICE																			
Addressing, mailing, and stenographic services							1						1	1	1	1	1	2	
Administrative offices, not otherwise listed							2						1	1	1	1	1	2	
Agricultural implements, parts, tools and machinery					3		2								1	1	1	2	

	AG	FW	MIN	R/ELDP	R-10/5	RT	RS	HTC	SR	R-1	R-2	R-3	B-1	B-2	SCC	LCC	GC	M-1	M-2
Amateur radio antenna and support structure*†, communication tower*†, anemometer*† or personal wind energy tower*† and related facilities	Note 1	Note 1	Note 1	Note 1	Note 1	Note 1	Note 1	Note 1	Note 1	Note 1	Note 1	Note 1	Note 1	Note 1	Note 1	Note 1	Note 1	Note 1	Note 1
Antique store*							1	1						2			1		
Art Supplies														1			1		
Auction house/yard*, excluding livestock							3		3						3	3	2	2	2
Automobile, motorcycle, truck, trailer, manufactured home & RV sales																2	1	2	
Auto wrecking, dismantling, salvage or junk yard					3													2	1
Bail Bonds															1	1	1		
Bakery, butcher shop, delicatessen, specialty food store							1	1					3	1	1	1	1	2	
Beauty and barber shops							1	1					2	1	1	1	1	2	
Bed and breakfast inn* with a maximum of five guest bedrooms and/or receptions, group meetings and/or special gatherings†	2	2		3	2	2	2	2	2	2	2	2	2	2	2	2	2		
Bed and breakfast inn* with a maximum of two guest bedrooms and without receptions, group meetings or special gatherings†	1	1		2	1	1	1	1	1	1	1	1	1	1	1	1	1		
Boarding or lodging house*	2 ⁽⁴⁾	3			3	3	2	1			3	3		3	1	1	1		
Boats and marine accessories							2							2	2	1	1	2	
Books, stationery, office supplies							1						2	1	1	1	1	2	
Building and trade contractors†, not qualifying as home occupations*					2	3	2							2	2	2	1	1	

	AG	FW	MIN	R/ELDP	R-10/5	RT	RS	HTC	SR	R-1	R-2	R-3	B-1	B-2	SCC	LCC	GC	M-1	M-2
Call center													2	2	3	3	1	1	
Candy store													2	1	1	1	1		
Car wash†, detailing					3		2	1						2	2	1	1	2	
Clothing and accessories							1	2					3	1	1	1	1		
Commercial services*							2						3	1	1	1	1	2	
Computer, camera and electronic stores							1						2	1	1	1	1		
Convenience* store*†		2			3		2	1						2	1	1	1	2	
Department, discount, variety stores, 25,000 square feet or less							3							2	2	1	1		
Department, discount, variety stores, more than 25,000 square feet							3							3	3	1	1		
Drive-through food, espresso/coffee and beverage vendor*†		1			3		2	1					3	2	2	2	2	3	
Mobile food vendor located on a site longer than four hours within a 24 hour period.					3		2	1					3	2	2	2	2	2	2
Drug stores*, pharmacies, optical goods, orthopedic supplies							1						2	1	1	1	1		
Espresso/coffee stand*		2			3		1	1							1	1	1	1	1
Fabric store							1							1	1	1	1		
Farm and ranch supplies	3				3		2							2	1	1	1		
Financial institutions							1	1					1	1	1	1	1		
Florist							1	1					2	1	1	1	1		
Fuel oil and coal distributors†																	3	2	1
Furniture, home furnishings, appliances, including service							2							1	1	1	1		
Gift shop*, souvenirs, coins, stamps, toys, hobby store					2		1	1						1	1	1	1		
Grocery Store							2							3	2	2	1		

	AG	FW	MIN	R/ELDP	R-10/5	RT	RS	HTC	SR	R-1	R-2	R-3	B-1	B-2	SCC	LCC	GC	M-1	M-2
Hardware, garden equipment and supplies, farm and ranch supplies, building and trade retailers (e.g., plumbing, glass, heating, electrical, lumber, paint, wallpaper)							2							2	2	1	1	2	
Heavy construction equipment sales and rental							2										1	2	1
Heavy construction equipment storage, maintenance, repair and contracting services							2	3									3	1	1
Home business, major*†	2	2		2	2	2	2		2	2	2	2	2	2					
Home business, minor*†	1	1		1	1	1	1		1	1	1	1	1	1					
Jewelry, watches, silverware							1	1						1	1	1	1		
Kennels*†	2	2		2	2				3						2	2	2	2	2
Laundries, laundromats and dry cleaners							2	1						2	1	1	1	1	
Liquor stores†							2							2	2	1	1		
Lumber yards															1	1	1	1	1
Maintenance and repair shops, including specialized repair (radiator, etc.)					3		2	2						2	1	1	1	2	2
Marinas* (may include accessory sales of marine products)	3	2		2	2														
Massage therapy/spa*							1						1	1	1	1	1		
Medical and dental laboratories, offices and clinics							1						1	1	1	1	1	2	
Motorcycle repair and maintenance							2								1	1	1	2	
Music stores							1							1	2	1	1		
Nursery, retail*†	3	3		3	2	3	1		3					1	1	1	1	2	
Opiate substitution treatment facility													3	3	3	3	3		
Outdoor advertising (billboard)																	2 ⁽⁴⁾	2 ⁽⁴⁾	
Overnight lodging facilities*	2 ⁽⁴⁾	3			2		2	1							1	1	1		

	AG	FW	MIN	R/ELDP	R-10/5	RT	RS	HTC	SR	R-1	R-2	R-3	B-1	B-2	SCC	LCC	GC	M-1	M-2
Paint and body repair shops							3								3	1	1	2	2
Parking lots and garages													2	2	2	2	2	1	1
Parking lots and garages accessory to another allowed use							1	1					2	1	1	1	1		
Parts and accessories (tires, batteries, etc.)							2	1						2	2	1	1	2	
Pawnbroker														2	1	1	1		
Pet daycare*, grooming, animal training*	2	2		2	2	2	1		2					1	1	1	1	2	
Pet stores, pet supplies							1							1	1	1	1	2	
Photographic studios							1						1	1	1	1	1		
Printing services, commercial							2							1	1	1	1	1	
Printing, photocopy service							1	1					1	1				2	
Professional, scientific, technical or other services (i.e., advertising, architects, attorneys, engineers, real estate, insurance, surveyors, employment agencies), may include multi-tenant and administrative offices not otherwise listed							2						1	1	1	1	1	2	
Radio/TV Studio				3			2		3				3	2	1	1	1	2	
Railroad switch yards, maintenance and repair facilities, etc.																		1	1
Rental agencies: Auto, truck, trailer, fleet leasing services							2	1						2		1	2	2	2
Repairs: Re-upholstery and furniture, small engines and garden equipment, golf carts, refrigerators, large items, etc.							2							2	2	1	1	2	
Repairs: Small appliances, TVs, business machines, jewelry, locksmiths, gunsmiths, watches, etc.							1							1	1	1	1	2	

	AG	FW	MIN	R/ELDP	R-10/5	RT	RS	HTC	SR	R-1	R-2	R-3	B-1	B-2	SCC	LCC	GC	M-1	M-2
Restaurant, café and drive-in eating facilities		3			3		2	2					3	2	1	1	1	2	
Roller skating or ice skating rink							2	1								2	2	3	
Seamstress, tailor, shoe repair							1						2	1	1	1	1		
Second hand store*							2							3				2	
Second hand store* without outdoor storage							1							2	2	2	2		
Service station, automotive*†		3			3		2	1						2	1	1	1	2	
Shoe repair							1							2	1	1	1	2	
Stone products (includes finishing or monuments for retail sale)																	3		
Tasting room*							2	2						3	2	1	2		
Taverns*†, bars†, dance establishments							2	2						3	2	1	2	2	
Technical equipment sales*							2						2	1	1	1	1	2	
Towing services*					3		2	1									2	2	1
Veterinarian/animal clinic/hospital* (see also Ag. Service)					2	3	2	2	3				2	2	2	1	1	2	
Video sales/rental					3		1	2						1	1	1	1		
Waste material processing and junk handling*					3													2	1
Zoo†					3	3									3	3	3		
TRANSPORTATION																			
Air, rail, truck terminals (for short-term storage, office, etc.)							2											1	1
Airports and landing fields, personal or restricted use*†	2	2		2	2	3											3	2	2
Airports and landing fields, public use*†	3	3		3	3													2	2
Bus storage and maintenance facilities, excluding school buses							2											1	1
Bus terminals							2										2	1	1

	AG	FW	MIN	R/ELDP	R-10/5	RT	RS	HTC	SR	R-1	R-2	R-3	B-1	B-2	SCC	LCC	GC	M-1	M-2
Contract truck hauling, rental and trucks with drivers							2	3									3	1	1
Taxicab terminals, maintenance and dispatching centers, etc.							2									3	3	1	
Transportation brokerage offices*; with truck parking							3	2								2	2	1	1
Transportation brokerage offices*; without truck parking							2	1								1	1	1	1
Truck service stations, washes and shops							2	2									3	1	1
UTILITIES																			
Impoundment of water, including dams and frost ponds	1	1	2	1	2	2	2		2	2								1	1
Linear transmission facilities*†	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Power generating facilities	3	3	3	3	3			3									3	3	1
Sewage treatment plants	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	2
Utility services* (substations, reservoirs, etc.), when no building or series of buildings exceeds 120 sq. ft. and the SEPA threshold is not exceeded	1	1	1	1	1	1	1	1	3	3	3	3	3	3	3	3	3	1	1
Utility services* (substations, reservoirs, etc.), when the building or series of buildings exceeds 120 sq. ft. or the SEPA threshold is exceeded	2	2	2	2	2	2	2	2	3	3	3	3	3	3	3	3	3	2	1
Wastewater lagoons and sprayfields*	3	3	3	3	3	3	3	3	3									3	3
WHOLESALE TRADE – STORAGE																			
Agricultural chemical sales/storage																		1	1
Mini-storage*†					3		2	1				3		3			2	1	1

	AG	FW	MIN	R/ELDP	R-10/5	RT	RS	HTC	SR	R-1	R-2	R-3	B-1	B-2	SCC	LCC	GC	M-1	M-2
Storage facilities: bulk* (see also agriculturally related industry)							2										3	1	1
Storage facilities: Commercial*							2									3	2		
Vehicle storage*																	2	2	2
Warehouse*																3	2	1	1
Wholesale trade*							2									2	2	1	1

Notes:

* References to a definition in Section [19.01.070](#)

†Refers to a special use and standard in Section 19.18

- (1) The type of review of towers and associated structures varies depending on height, diameter and other factors listed in Section [19.18.490](#).
- (2) Allowed as an accessory uses to an existing detached, single-family residence.
- (3) Seasonal-duration temporary worker housing, located on a rural worksite, is limited to review only for height, setback and access requirements under RCW [70.114A.050](#).
- (4) In the Agricultural district, boarding/lodging houses and overnight lodging facilities are allowed only where accessory to an agricultural tourist operation.

(Ord. 9-2019 (Exh. 5), 2019; Ord. 6-2018 §§ 2(F)(ii), (G)(i)(1), (2) (Exhs. 5, 6(1), (2)(c)), 2018; Ord. 6-2017 § 2(C) (Exh. 1) (part), 2017; Ord. 4-2016 § 2 (Exh. 1), 2016; Res. 80-2016 (Exh. A) (part), 2016; Ord. 8-2015 § 2 (Exh. 4) (part), 2015; Ord. 7-2013 § 1 (Exh. A) (part), 2015).

The Yakima County Code is current through Ordinance 4-2020, passed February 11, 2020.

Disclaimer: The clerk of the board's office has the official version of the Yakima County Code. Users should contact the clerk of the board's office for ordinances passed subsequent to the ordinance cited above.

County Website: <https://www.yakimacounty.us/>

County Telephone: (509) 574-1200

[Code Publishing Company](#).

Appendix 7 Financials

Pro Forma Financials

Astria Yakima Dialysis Center

Proforma Summary

	<u>2023</u>	/Trtmt	<u>2024</u>	/Trtmt	<u>2025</u>	/Trtmt	<u>2026</u>
End of Year Census							
Incenter Hemo	34		64		96		130
Home Hemo	1		2		3		5
CCPD	<u>2</u>		<u>6</u>		<u>11</u>		<u>15</u>
Total Patients	<u>37</u>		<u>72</u>		<u>109</u>		<u>149</u>
Total Procedures							
Incenter Hemo	1815		6935		11422		16210
Home Hemo	118		213		398		620
CAPD	0		0		0		0
CCPD	151		561		1175		1808
Hemo Training	30		20		39		33
CCPD Training	<u>18</u>		<u>54</u>		<u>61</u>		<u>66</u>
Total Procedures	<u>2132</u>		<u>7769</u>		<u>13096</u>		<u>18737</u>
Total Charges	\$ 698,973	\$ 328	\$ 2,532,689	\$ 326	\$ 4,268,840	\$ 326	\$ 6,101,924
Bad Debt 1%	\$ 6,990	\$ 3	\$ 25,327	\$ 3	\$ 42,688	\$ 3	\$ 61,019
Charity Care 1.12%	<u>\$ 7,828</u>	<u>\$ 4</u>	<u>\$ 28,366</u>	<u>\$ 4</u>	<u>\$ 47,811</u>	<u>\$ 4</u>	<u>\$ 73,223</u>
Total Deductions	<u>\$ 14,818</u>	<u>\$ 7</u>	<u>\$ 53,693</u>	<u>\$ 7</u>	<u>\$ 90,499</u>	<u>\$ 7</u>	<u>\$ 134,242</u>
Expected Net Revenue	\$ 684,155	\$ 321	\$ 2,478,996	\$ 319	\$ 4,178,341	\$ 319	\$ 5,967,681
Direct Expenses							
Salaries	\$ 367,484	\$ 172.3	\$ 829,858	\$ 106.8	\$ 1,188,862	\$ 90.8	\$ 1,596,820
Employee Benefits	\$ 110,245	\$ 51.7	\$ 248,957	\$ 32.0	\$ 356,659	\$ 27.2	\$ 479,046
Medical Supplies	\$ 85,204	\$ 40.0	\$ 287,559	\$ 37.0	\$ 504,824	\$ 38.5	\$ 732,169
*4 ESA	\$ 53,306	\$ 25.0	\$ 194,237	\$ 25.0	\$ 327,409	\$ 25.0	\$ 468,430
*4 Other Pharmacy	\$ 13,859	\$ 6.5	\$ 50,502	\$ 6.5	\$ 85,126	\$ 6.5	\$ 121,792
Laboratory	\$ 11,876	\$ 5.6	\$ 43,276	\$ 5.6	\$ 72,947	\$ 5.6	\$ 104,366
*1 Other Supplies	\$ 5,331	\$ 2.5	\$ 19,424	\$ 2.5	\$ 32,741	\$ 2.5	\$ 46,843
Utilities	\$ 36,000	\$ 16.9	\$ 48,000	\$ 6.2	\$ 48,000	\$ 3.7	\$ 48,000
Building R & M (Additional Rent)	\$ 3,750	\$ 1.8	\$ 5,000	\$ 0.6	\$ 5,000	\$ 0.4	\$ 5,000
Maint and Repair	\$ -	\$ -	\$ 66,040	\$ 8.5	\$ 111,319	\$ 8.5	\$ 159,266
Water Treatment	\$ 2,160	\$ 1.0	\$ 2,880	\$ 0.4	\$ 2,880	\$ 0.2	\$ 2,880
Lease-Building	\$ 126,686	\$ 59.4	\$ 168,915	\$ 21.7	\$ 168,915	\$ 12.9	\$ 168,915
Depreciation	\$ 87,186	\$ 40.9	\$ 130,779	\$ 16.8	\$ 130,779	\$ 10.0	\$ 130,779
Amort of Tenant Improvements	\$ 91,714	\$ 43.0	\$ 137,571	\$ 17.7	\$ 137,571	\$ 10.5	\$ 137,571
Total Operating	<u>\$ 994,801</u>	<u>\$ 466.6</u>	<u>\$ 2,232,998</u>	<u>\$ 287.4</u>	<u>\$ 3,173,031</u>	<u>\$ 242.3</u>	<u>\$ 4,201,877</u>
Other Expenses							
Medical Director	\$ 62,500	\$ 29.3	\$ 75,000	\$ 9.7	\$ 75,000	\$ 5.7	\$ 75,000
*2 Overhead Alloc	\$ 61,574	\$ 28.9	\$ 223,110	\$ 28.7	\$ 376,051	\$ 28.7	\$ 537,091
*3 Other Purchased Service	\$ 11,727	\$ 5.5	\$ 42,732	\$ 5.5	\$ 72,030	\$ 5.5	\$ 103,055
Total Other Expenses	<u>\$ 135,801</u>	<u>\$ 63.7</u>	<u>\$ 340,842</u>	<u>\$ 43.9</u>	<u>\$ 523,081</u>	<u>\$ 39.9</u>	<u>\$ 715,146</u>
Total Expenses	\$ 1,130,602	\$ 530.2	\$ 2,573,839	\$ 331.3	\$ 3,696,111	\$ 282.2	\$ 4,917,023
NET PROFIT/LOSS	\$ (446,447)		\$ (94,843)		\$ 482,230		\$ 1,050,659
EBITDA	\$ (267,548)		\$ 173,507		\$ 750,579		\$ 1,181,437

*1 Housekeeping/Minor Equip/Office/Pat Nutritional

*2 Includes IT for Dialysis, HR, Administration, Finance/Accounting, Risk Management

*3 Housekeeping/Pest Control/Freight/Med Waste Disposal

*4 340b Pricing

Each year ends on 12/31

2022 Assumes Patients starting in May. January - April costs are reflected.

Pro Forma Financial Assumptions

Financial Assumptions:

	2023	2024	2025	2026
Revenue				
Charge per treatment (incenter):	\$325	\$325	\$325	\$325
Charge per treatment (home):	\$325	\$325	\$325	\$325
Charge per treatment for home training	\$450	\$450	\$450	\$450
Deductions From Revenue				
Bad Debt	1.00%	1.00%	1.00%	1.00%
Charity Care	1.12%	1.12%	1.12%	1.12%
Expenses				
Salaries and Wages	See revised Table 11; annual expenses include staff additions throughout the year. Revised Table 11 reflects the FTE count at the end of each year.			
Benefits (% of salaries)	30%	30%	30%	30%
Medical Supplies	\$29/treatment for Hemodialysis \$100/treatment for home hemodialysis and \$105/treatment for equivalent PD treatment			
ESA (EPO)	\$25.00 per treatment			
Other Pharmacy	\$6.50/treatment			
Laboratory	\$5.57/treatment			
Other supplies (Housekeeping supplies, minor Equipment/office/Pat nutritional)	\$2.50/treatment			
Utilities	\$4.26/SF			
Maintenance and Repair	None/covered by vendor under warranty	\$8.50/treatment	\$8.50/treatment	\$8.50/treatment
Water Treatment	\$240/month			
Lease (per lease agreement; commencing April 2022)	\$14,076.25/month (see monthly lease summary)			

	2023	2024	2025	2026
Building R & M	\$3,750	\$5,000	\$5,000	\$5,000
Depreciation (7-year life)	\$87,186	\$130,779	\$130,779	\$130,779
Amortization of Tenant Improvements (15 year)	\$91,714	\$137,571	\$137,571	\$137,571
Medical Director (per medical director agreement)	\$62,500	\$75,000	\$78,750	\$82,688
Overhead Allocation	(9% of net revenue)			
Other Purchased Services (housekeeping, pest control, freight, medical waste disposal)-	\$5.50/treatment			

Appendix 8 Equipment List

Dialysis Machines	14	16000	224000
Dialysis Chairs	14	1880	26320
IT Equipment			130000
TV	14		1200
Defibrilator	1		1200
Other Furnishings			12993
Bed			4500
Phones			15115
Moving Expense			5000
			420,328

Appendix 9 Transfer Agreement

PATIENT TRANSFER AGREEMENT

This PATIENT TRANSFER AGREEMENT (the “Agreement”) is made as of the date of signature hereto (the “Date”) and between Astria Sunnyside Hospital (the “Hospital”) and Astria Yakima Dialysis Center (the “Center”).

RECITALS

WHEREAS, the parties hereto desire to enter into this Agreement governing the transfer of patients between the Hospital and the following free-standing dialysis clinic owned and operated by the Center:

Astria Yakima Dialysis Center
Suite 100
209 S. 12th Avenue
Yakima, WA 98902

WHEREAS, the parties hereto desire to enter into this Agreement in order to define the rights and duties of each of the parties;

WHEREAS, the parties wish to facilitate and establish the procedures to ensure the continuity of care and the timely transfer of patients and records between these facilities; and

NOW THEREFORE, in consideration of the premises herein contained and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. HOSPITAL COMMITMENTS. In accordance with the policies and procedures as hereinafter provided, and upon the recommendation of an attending physician, a patient of the Center may be transferred to the Hospital.

(a) The Hospital agrees to exercise its best efforts to provide for prompt admission of patients provided that all reasonable conditions of admission are met. All transfers between the facilities shall be made in accordance with applicable federal and state laws and regulations, the standards of applicable accrediting bodies, and any other reasonable policies and procedures of the facilities. Transfer record forms shall be completed in detail and signed by the physician or nurse in charge at the Center and must accompany the patient to the receiving institution.

(b) Neither the decision to transfer a patient nor the decision to not accept a request to transfer a patient shall be predicated upon arbitrary, capricious, or unreasonable discrimination or based upon the patients inability to pay for services rendered by the facility.

2. CENTER COMMITMENTS.

(a) Upon transfer of a patient to the Hospital, the Center agrees:

- i. That the transfer shall be communicated to the providers and staff responsible for patient care of each of the parties.
- ii. That it shall transfer any needed personal effects and information of the patient, and shall be responsible therefore until signed for by a representative of the Hospital
- iii. Original medical records kept by each of the parties shall remain the property of each party; and

(b) The Center agrees to transmit with each patient at the time of transfer, or in case of an emergency, as promptly as possible thereafter, an abstract of pertinent medical and other records necessary to continue the patient's treatment.

(c) The Center agrees to readmit to its facilities patients who have been transferred to the Hospital for medical care as capacity allows. The Hospital agrees to keep the Center advised of the condition of the patients and to provide as to much notice of the transfer date as possible. The Center shall assign readmission priority for its patients who have been treated at the Hospital and who are ready to transfer back to the Center.

3. BILLING, PAYMENT, AND FEES. The Hospital and the Center each shall be independently responsible for billing the appropriate payor for the services it provides, respectively, hereunder. The Center shall not act as guarantor for any charges incurred while the patient is a patient in the Hospital.

4. HIPAA. The Hospital and the Center agree to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The Hospital and the Center acknowledge and agree that from time to time, HIPAA may require modification to this Agreement for compliance purposes.

5. INSURANCE. Each party shall secure and maintain, or cause to be secured and maintained during the term of this Agreement, commercial general liability, property damage, and workers compensation insurance in amounts generally considered acceptable in the industry, and professional liability insurance adequate to ensure them against risk arising out of this agreement. Each party shall deliver to the other party certificate(s) of insurance evidencing such insurance coverage upon execution of this Agreement, and annually thereafter upon the request of the other party. Each party shall provide the other party with not less than thirty (30) days prior written notice of any change in or cancellation of any of such insurance policies. Said insurance shall survive the termination of this Agreement.

6. INDEMNIFICATION.

(a) Hospital Indemnity. The Hospital hereby agrees to defend, indemnify and hold harmless the Center and its shareholders, affiliates, officers, directors, employees, and agents for, from and against any claim, loss, liability, cost and expense (including, without limitation, costs of investigation and reasonable attorney's fees), directly or indirectly relating to, resulting from, or arising out of any action or failure to act arising out of this Agreement by the Hospital and its staff regardless of whether or not it is caused in part by the Center or its officers, directors, agents, representatives, employees, successors and assigns. This indemnification provision shall not be effective as to any loss attributable exclusively to the negligence or willful act or omission of the Center.

(b) Center Indemnity. The Center hereby agrees to defend, indemnify and hold harmless the Hospital and its shareholders, affiliates, officers, directors, employees, and agents for, from and against any claim, loss, liability, cost and expense (including, without limitation, costs of investigation and reasonable attorney's fees, directly or indirectly relating to, or resulting from or arising out of any action or failure to act arising out of this Agreement by the Center and its staff regardless of whether or not it is caused in part by or its officers, directors, agents, representatives, employees, successors and assigns. This indemnification provision shall not be effective as to any loss attributable exclusively to the negligence or willful act or omission of the Hospital.

Survival. The indemnification obligations of the parties shall continue in full force and effect notwithstanding the expiration or termination of this Agreement with respect to any such expenses, costs, damages, claims and other such liabilities which arise out of or are attributable to the performance of this Agreement prior to its expiration or termination.

7. TERM AND TERMINATION. This Agreement shall continue in effect indefinitely, except that either party may terminate by giving at least sixty (60) days notice in writing to the other party of its intention to terminate this Agreement. If either party has its license to operate revoked by the State or become ineligible as a provider of service under Medicare or Medicaid laws, this Agreement shall automatically terminate.

8. ENFORCEABILITY/SEVERABILITY. The provisions of this Agreement are severable. The invalidity or unenforceability of any term or provisions hereto in any jurisdiction shall in no way affect the validity or enforceability of any other terms or provisions in that jurisdiction, or of this entire Agreement in any other jurisdiction.

9. COMPLIANCE RELATED MATTERS. The parties agree and certify that this Agreement is not intended to generate referrals for services or supplies for which payment maybe made in whole or in part under any federal health care program. The parties will comply with statutes, rules, and regulations as promulgated by federal and state regulatory agencies or legislative authorities having jurisdiction over the parties.

10. AMENDMENT. This Agreement may be modified or amended from time to time by mutual written agreement of the parties, signed by authorized representatives thereof, and any such modification or amendment shall be attached to and become part of this Agreement. No oral

agreement or modification shall be binding unless reduced to writing and signed by both parties.

11. ASSIGNMENT. This Agreement shall not be assigned in whole or in part by either party hereto without the express written consent of the other party, except that the Center may assign this Agreement to one of its affiliates or subsidiaries without the consent of the Hospital.

12. COUNTERPARTS. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies of signatures sent by facsimile shall be deemed to be originals.

13. NON-DISCRIMINATION. All services provided by the Hospital and Center hereunder shall follow all federal and state laws prohibiting discrimination based on race, color religion, sex national origin, handicap, or veteran status, or other protected status within the State of Washington.

14. WAIVER. The failure of any party to insist in any one or more instances upon performance of any terms or conditions of this Agreement shall not be construed as a waiver of future performance of any such term, covenant, or condition, and the obligations of such party with respect thereto shall continue in full force and effect.

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

Hospital:

Center:

By:

Its:

Date:

By:

Its:

Date: