Certificate of Need Application
Kidney Disease Treatment Facilities
Nonspecial Circumstance Projects

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.

Signature and Title of Responsible Officer SG Samuel Goldner, Authorized Representative Email Address ojaroslawicz@qhcr.com	Date Telephone Number 732-645-9800 ext. 350
Legal Name of Applicant Aurora Dialysis of Renton, LLC Address of Applicant c/o Quality Healthcare Resources 1776 Avenue of the States, Suite 103 Lakewood, NJ 08701	Provide a brief project description (example: # of stations/location) Establish a 6 station, plus one exempt isolation station dialysis center. Estimated capital expenditure: $ $892,450
This application is submitted under (check **one** box only): [X] Concurrent Review **Cycle 1** – Non-Special Circumstances: [ ] Concurrent Review **Cycle 2** – Non-Special Circumstance ----------	

Identify the Planning Area for this project as defined in WAC 246-310-800(15). King 9 Dialysis Planning Area

Applicant Description

1. **Provide the legal name(s) and address(es)of the applicant(s)**
   Note: The term "applicant" for this purpose includes any person or individual with a ten percent or greater financial interest in the partnership or corporation or other comparable legal entity.

Aurora Dialysis of Renton, LLC (Aurora) is the legal applicant. Aurora is a Delaware domestic limited liability company. The members, or governors of the LLC are Sam Goldner and Miles Davis.

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

As noted above, the Applicant is an LLC. Our Washington State UBI number is pending.

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

There are two contact persons for the application:

Gabriel Mayer, Executive Vice President
Goldner Capital Management
917.499.7754
Gmayer@gcapmgmt.com

Miles Davis, CEO
Renalliance Group
(800) 975-5201 x700
MDavis@renalliancegroup.com

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

Not applicable at this time.

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

An organizational chart identifying the business structure will be provided with the screening response.

Project Description

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

This CN application seeks to establish a new facility. This question is not applicable.

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

The address of the proposed facility is:

4430 Talbot Rd S,
Renton, WA 98055

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

Aurora proposes to lease space in an existing nursing home and establish a seven (7) station dialysis facility. Six of the stations will be CN approved stations and one will be a CN-exempt isolation station. The facility will predominantly serve nursing home residents, including those that are currently in area hospitals identified as difficult to discharge and awaiting placement. We will also serve community residents**.**

Of the more than 700,000 ESRD patients in the United States, data from the U.S. Renal Data System (USRDS) and CMS place the number of those that currently reside in nursing homes at about 10% of the total. With the rapid increase in the number of new ESRD patients in the >65 years age group, this number is expected to increase. Benefits of Dialysis provided onsite in a SNF include:

- Eliminates the need to travel to an outside dialysis clinic
- Allows patients to be more involved in social events at the facility since they are not out of the facility for prolonged treatments including travel times.
- Facilitates visitation by loved ones since the patient is always in the facility, contributing to the health and wellbeing of the patient.
- Allows the receipt of fresh meals rather than bagged meals they take along to an offsite dialysis center
- Continuity of care by having disciplines of both entities onsite working on plans of care, maximizing the patients' health and ability to recover while receiving sub-acute care.
- If hospitalized, the resident is much more easily discharged back to their place of residence, the SNF.

- While the sub-acute populations receive enhanced benefits to health and wellbeing from having treatments onsite, the long-term care residents experience the same quality of care in a safe and secure environment. Limiting dialysis transports out of the facility cuts down on the risks of elopements and wandering off by patients suffering from Alzheimer's. Training and education are provided by the SNF to the dialysis staff on how to deal with the Alzheimer's population. Dialysis treatments can be scary and unfamiliar to them to deal with and understand. Having the staff educated ensures patients can cope with dialysis treatments along with other diagnoses the SNF cares for.

USRDS data confirms that that this cohort of patients has multiple comorbidities and a higher acuity than the average in-center patient. For example, patients being admitted into SNF post catastrophic hospitalizations tend to have multiple co morbidities that deem them unstable to have procedures for permanent dialysis access, have lower hemoglobin, limited mobility, and transfer ability, and on Hospice resulting in higher mortality rates. These patients tend to have trouble with access to care and finding a facility to accept since these outliers can reduce a facility scoring, reimbursement or staffing ratios to care for this population. This population may have extended hospitalizations due to inability to be placed in a freestanding community center.

Nearly 30% of ESRD patients are admitted to SNFs in the last 90 days of life. One unpublished report shows how complex and complicated this group of patients are[1]:

- Only 50% of patients achieved an anemia goal between 9 and 11 g/dL.
- Nearly 25% had phosphorus levels <3 mg/dL.
- Nearly 40% had albumin <3.5 g/dL in spite of adequate protein supplementation.
- 40% of patients had a >90-day catheter rate.
- There was a 35% readmission rate for patients admitted with hemoglobin <8 g/dL compared with <10 g/dL for others.

Today, in Washington, these SNF patients are the lucky ones, in that a nursing home agrees to accept them. However, as stated above, the stress and physical drain of being transported to an in-center dialysis unit is real: these SNFs, their residence, report longer recovery times and lower energy levels resulting in patients missing meals, rehabilitation, and social activities, and an overall lowering of quality of life.

Even more relevant to this application is that portion of the difficult to discharge acute hospital population that is not able to be discharged, or discharged timely, from the hospital because of medical complexity, co-morbidities including end stage renal disease, and the need for three times weekly dialysis. A Washington State Hospital Association 2022

[1] Unpublished data on 1800 NH ESRD patients managed by Concerto Renal Services, a nursing home dialysis provider

Budget Briefing noted that: *finding appropriate care for patients who no longer require care hospital services is a top priority for all hospitals in Washington State, regardless of size, geographic location or specialty.*

According to the briefing:

> *patients are living in hospitals because they cannot transition to appropriate post-acute care settings. An August 2021 WSHA survey of hospitals in Washington State showed more than 900 patients ready to be discharged from acute care hospitals who were stuck in the hospital. Those 900-plus hospital beds were not available for people who really need acute care because the beds are occupied by non-acute patients..*

While the Department of Social and Health Services (DSHS) implemented a discharge incentive program to accelerate movement of difficult-to-discharge patients to more appropriate long-term care settings, their focus to date has been on reducing delays in assessment from the DSHS, mitigating the process for assignment of a guardian, and on those patients that are cognitively impaired (Alzheimer's/dementia/TBI) individuals.

CHARS data demonstrates that those medically complex patients in need of dialysis three times a week are a small, but constant sub-set. Their co-morbidities frequently include decubitus ulcers, urinary catheters, colitis, and diabetic ulcers. Additionally, their nutritional status is often compromised, reflecting the high proportion of patients with low phosphorus levels.

The bottom line is that today, many of these patients never get to a nursing home and undergo acute dialysis in the hospital. CHARS data for the period of 2019-2021 shows that 50% of the patients with long lengths of stay (defined as 30 to 814 days) in King County hospitals were age 65+. These patients too often die in the acute setting after a long length of stay. Aurora has spoken with a number of tertiary providers in the area, and we are well aware of the current backlog, and impact on quality of life.

Hospital inpatient care is more costly and less likely to provide the services available in a SNF (dining, activities, and family areas) that would enhance quality of life for patients undergoing dialysis. While the model does not yet exist in Washington State, CMS does recognize dialysis care provided in nursing homes, and refers to it as "subacute care dialysis" (SACD). Nursing home dialysis patients receive both hemodialysis and peritoneal dialysis.

New guidance in 2018 reaffirmed CMS' recognition of dialysis in a nursing home setting, revising the State Operations Manual adding section 2271A, titled "Dialysis in Nursing Homes." This action affirmed that Medicare-approved ESRD facilities may provide dialysis services to skilled nursing facility (SNF) residents in the nursing home within an approved home training and support modality.

From the patient perspective, this model is of great advantage for them and their family. The provision of dialysis in the SNF eliminates a need for an acute care stay and/or the need to travel three times a week for treatments, which both carry multiple risks. Receiving

in-SNF dialysis treatment, on the other hand, allows patients to spend more time receiving therapy and working to improve their condition. More time is also afforded for physician visits and recreational time. This model is a great advantage for the SNF resident and his or her family.

Our proposal includes the lease of space at a licensed nursing home, Arcadia Medical Resort of Talbot, and the conversion of space into a 7 station (six in-center hemo dialysis and one isolation station). It also includes space to provide peritoneal dialysis. A nursing home dialysis unit has many of the physical characteristics of a standalone outpatient unit—including a water treatment system, dialysis equipment, and traditional dialysis supplies. Arcadia will lease the space, and secure certification as a dialysis facility.

Today, the census at Arcadia of ESRD patients being transported to in-center dialysis is 28; and the number would be higher, based on demand, if transporting the patients were not so burdensome and costly. Internal data at Arcadia, which is supported by national data indicates that these patients are re-hospitalized at a significantly higher than the general nursing home population.

While we are requesting six stations, we are not competing with other dialysis providers for general station need. The model we are prosing is a new care delivery model in the State, and many of the patients we are proposing to serve are currently staying in hospital for extended periods. **WAC 246-310-824 (Kidney disease treatment centers—Exceptions)** provides the guidance for the Program to approve our project over and above the general station need of six. The exact WAC language reads:

*The department will not approve new stations in a planning area if the projections in WAC **246-310-812**(4) show no net need, and will not approve more than the number of stations projected as needed unless:*

*(1) The proposed project qualifies under WAC **246-310-818** for special circumstances one- or two-station expansions; or*

(2) All other applicable review criteria and standards have been met; and

(3) One or more of the following have been met:

***(a) The department finds the additional stations are needed to be located reasonably close to the people they serve**; or*

(b) Existing dialysis stations in the kidney dialysis facility requesting the exception are operating at 5.5 patients for a 4.8 planning area or, 3.7 patients per station for the 3.2 planning areas. Data used to make this calculation must be from the most recent quarterly modality report from the Northwest Renal Network as of the letter of intent submission date; or ***(c) The applicant documents a significant change in ESRD treatment practice has occurred, affecting dialysis station use in the planning area; and***

***(4) The department finds that exceptional circumstances exist within the planning area and explains the approval of additional stations in writing**.*

The treatment "practice" of keeping patients in hospitals is inferior to a SNF based option, and the medically complex, co-morbid in need of dialysis population staying in hospitals is growing. We confirmed that the opportunity to be considered under the exception rule

exists in a recent TA with CN Program staff. If the Program ultimately determines that the project is not eligible under this WAC, we want to be considered under the general rules and compete for the 6 stations.

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

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

(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.

This information will be provided with the screening response.

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:**

Event	Anticipated Month, Day, and Year
Assumed Completion of CN Review	February 1, 2023
Design Complete	May 2023
Construction Commenced	June 2023
Construction Completed	August 2023
Facility Prepared for Survey	November 2023

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

Operational is defined in WAC 246-310-800 (12) as: *the date when the kidney dialysis facility provides its first dialysis treatment in newly approved certificate of need stations, including relocated stations.*

Under this definition, the operational date is estimated as January 1, 2024.

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. Services can include but are not limited to in-center hemodialysis, home hemodialysis training, peritoneal dialysis training, a late shift (after 5:00 pm), etc.**

The new facility will primarily serve residents of the nursing home that have been admitted from hospitals but will also be open to local dialysis patients that would like to dialyze in the Center. Services will include in-center hemodialysis, home hemodialysis back-up, peritoneal dialysis and Hemo and peritoneal training.

As noted earlier, we will have a dedicated isolation station and a permanent bed station.

Aurora, Dialysis of Renton LLC is dedicated to meeting the needs of the nursing home residents and the community and will have hours from 5:00 am to 7:00 pm Monday through Saturday to work around resident's other treatment plans and community schedules. The facility will also offer shifts that start after 5pm to accommodate patients who chose to be treated later in the day.

8. **Fill out the table below identifying the current (if applicable) and proposed configuration of dialysis stations. Note – an exempt isolation station defined under WAC 246-310-800(9) would not be counted in the methodology, but would be included in the total count of certified in-center stations.**

	Before		**After**	
	CMS Certified Stations	**Stations Counted in the Methodology**	**CMS Certified Stations**	**Stations Counted in the Methodology**
General Use In-center Stations			5	5
Permanent Bed Stations			1	1
Exempt Isolation Station			1	1
Isolation Station				
Total Stations			7	7

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

There are two primary patient populations we propose to serve: those nursing home residents that are currently transported 3x weekly for dialysis and those medically complex, co-morbid patients "residing" in hospital awaiting placement. These long-stay, currently difficult to discharge patients have care needs including regular dialysis. In addition to these patients, we will also offer dialysis to the general population.

Please refer to Q3 in the Project Description above for a more detailed description.

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

The letter of intent is included as Attachment 1.

11. **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).**

Single line drawings of the current nursing home are included as Attachment 2. Drawings of the dialysis facility that will be located in the leased space will be provided with our supplemental response. The stations will be labeled, and the final square footage defined. If additional future expansion stations are available, they will be identified as well.

12. **Provide the gross and net square feet of this facility. Treatment area and non-treatment area should be identified separately (see explanation above re: maximum treatment area square footage).**

Approximately 2500 square feet is being leased. The treatment and non-treatment areas will be finalized in the response to screening questions.

13. **Confirm that the facility will be certified by Medicare and Medicaid. If this application proposes the expansion of an existing facility, provide the existing facility's Medicare and Medicaid numbers.**

This application proposes a new dialysis facility, so there are no current provider numbers. Aurora will seek and secure Medicare and Medicaid certification prior to opening.

Certificate of Need Review Criteria

A. Need (WAC 246-310-210)

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

There are a total of two facilities operating in the King 9 planning area: NKC Renton Kidney Center and DaVita Renton Kidney Center.

2. **Provide utilization data for the facilities listed above, according to the most recent Northwest Renal Network / Comagine ESRD Network 16 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.**

While we are requesting an exception from the numeric need requirement, we do note that data from Northwest Renal Network indicates that DaVita Renton is not meeting the utilization standard of 4.5 patients per station. However, the facility has been operational for more than three years (it provided its first treatment on September 21, 2016) and so we understand that new applications are permissible. The table below provides specific data on both current providers.

King 9 Dialysis Planning Area Providers

Facility	Number of Stations	3/31/2022 Number of Patients Per Quarterly In-Center Data	3/31/2022 Patients/ Station
NKC Renton	34	160	4.71
DaVita Renton	7	15	2.14
Total	**41**		

3. **Complete the methodology outlined in WAC 246-310-812. For reference, copies of the ESRD Methodology for every planning area are available on our website. Please note, under WAC 246-310-812(1), applications for new stations may only address projected station need in the planning area where the facility is to be located, unless there is no existing facility in an adjacent planning area. If this application includes an adjacent planning area, station need projections for each planning area must be calculated separately.**

A copy of the methodology, as produced by the CN Program, is included in Attachment 3. The table below highlights the summary statistics for 2026.

	Stations
Current Total Supply:	41
2026 Projected Need	47
Net Station Need	6

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

Aurora is not an existing facility. Therefore, this question is not applicable.

5. **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.**

The projected utilization is included in the table below.

	2024	2025	2026
Total in-center stations	6	6	6
Total in-center patients	30	45	45
Total in-center treatments	4,680	7,020	7,020

Utilization assumptions are based on the LLC members experience, the actual ESRD patient population at Arcadia Medical Resort of Talbot, our discussions with regional tertiary hospitals, and the dialysis station need methodology outputs for King 9 as produced by the Department of Health for the period ending 2026.

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

Aurora is not an existing facility**.** As such, this question is not applicable.

7. **Identify any factors in the planning area that could restrict patient access to dialysis services. WAC 246-310-210(1), (2).**

Access is currently restricted for the patient population we are prioritizing within the CN application. For those SNF residents already in a nursing home, the impact on health and quality of life due to the need to be transported 3 days per week, 2x times per day is real. Not only are there health risks simply related to the traveling and transporting for these patients, but this travel also means they miss normal mealtimes and activities, and even family time that enhances quality of life. The need to travel off-site also limits the time available to receive therapy, see their physician, and do the other work needed to improve their condition. Further, the CN methodology details that the Planning Area will need six more stations. As overall occupancy increases and capacity gets filled, newer nursing home residents often get non-desirable start times or are forced to travel longer distances to other facilities to get access. King 9 contains some of the most congested roads in the State, further exacerbating the time needed to travel for treatment, and time back to the nursing home.

The other target group, those awaiting placement, but "stuck" in the hospital also experience real access problems; while they are being dialyzed in the hospital, the quality of life is severely restricted.

8. **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. WAC 246-310-210(2)**

Aurora prohibits discrimination on the basis of race, color, creed, religion, sex, national origin, ancestry, age, marital status, protected veteran status, sexual orientation, gender identity, genetic information, physical or mental disability, or medical condition, ethnicity, sex, or handicap.

Our target patient population, those patients in hospitals, in need of dialysis along with other medical complexities and co-morbidities are, by definition under-served. Not surprisingly, CHARS data shows that this population most typically already has Medicare as a player, because, by definition, ESRD patients, regardless of age, are typically eligible for Medicare beginning on the first day of the fourth month of dialysis treatments.

9. **If this project proposes 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.

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

This question is not applicable.

11. **Provide a copy of the following policies:**
    - **Admissions policy**
    - **Charity care or financial assistance policy**
    - **Patient Rights and Responsibilities policy**
    - **Non-discrimination policy**
    - **Any other policies directly associated with patient access (example, involuntary discharge)**

Copies of several draft policies are included as Attachment 4. Other policies will be provided with the screening response.

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

Financial feasibility of a dialysis project is based on the criteria in WAC 246-310-220 and WAC 246-310-815.

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

The requested information is included in Attachment 5.

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

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

Aurora Dialysis will contract with a medical director for medical director services. A draft agreement is included in Attachment 6.

3. **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.**

Aurora Dialysis will lease space for the proposed dialysis facility from WA3 Properties Talbot LLC (the owners of the property). Please note that Sam Goldner is the sole governor of WA 3 OP Talbot LLC.

The draft lease agreement is included in Attachment 7.

4. **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.**

Included in Attachment 8 is documentation from the King County Assessor's Office that the proposed site is zoned as a nursing home and it is owned by the proposed landlord, WA3 Properties Talbot LLC. The current zoning will allow for the provision of dialysis services.

5. **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.**

Included below is the estimated capital expenditure for the proposed facility.

Item	Cost
a. Land Purchase	$
b. Utilities to Lot Line	$
c. Land Improvements	$
d. Building Purchase	$
e. Residual Value of Replaced Facility	$
f. Building Construction	$612,455
g. Fixed Equipment (not already included in the construction contract)	$83,646
h. Movable Equipment	$48,579
i. Architect and Engineering Fees	$27,108
j. Consulting Fees	$
k. Site Preparation	$
l. Supervision and Inspection of Site	$20,662
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	$
Total Estimated Capital Expenditure	**$892,450**

6. **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 budget was developed by the LLC members. The members have both working knowledge of the space in the nursing home to be converted, the and the costs of remodeling. LLC member Mr. Davis, who has experience in starting a new dialysis facility and in managing many more, has provided the cost information for the equipment.

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

A non-binding contractor letter will be provided with the request for supplemental information.

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

Reimbursement for dialysis services are not impacted, nor are charges set, in response to the capital expenditure. And, in fact, with the availability of the proposed model of care, overall costs to provide dialysis services may, in fact, decrease as patients are no longer held in the hospital for extended stays, and rehospitalizations and ED visits for SNF ESRD patients are expected to decrease as well.

9. **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.**

WAC 246-310-815(2) requires that applicants limit the costs of facility projects by creating a test of reasonableness in the construction of finished treatment floor area square footage. The treatment floor area must not exceed the maximum treatment floor area square footage defined in WAC 246-310-800(11). Aurora does not propose to construct treatment floor space in excess of the maximum treatment floor area square footage, and thus, under the WAC 246-310-815(2) test, this project will not have an unreasonable impact on costs and charges.

In addition, as noted in response to question 8, reimbursements for dialysis services are not subject to or affected by capital improvements and expenditures by providers; the proposed project will have no impact on increases in charges for services within King 9.

10. **Provide the historical and projected payer mix by revenue and by patients using the example table below. If "other" is a category, define what is included in "other."**

Payer Mix	Historical		Projected	
	Percentage by Revenue	Percentage by Patient	Percentage by Revenue	Percentage by Patient
Medicare	Not Applicable		73%	70%
Medicaid	Not Applicable		7 %	10%
Other Payers (please list)	Not Applicable		20%	20%
Total	Not Applicable		**100%**	**100%**

11. **If this project anticipates changes in payer mix percentages from historical to project, provide a brief explanation of why the changes are anticipated and any underlying assumptions.**

This project proposes a new facility. This question is not applicable.

12. **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.**

This information is included in Attachment 9.

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

This project will be funded in the form of a loan from LLC member Goldner to Aurora. Documentation that the funds are available will be provided with the supplemental screening.

14. **If this project will be debt financed through a financial institution, provide a repayment schedule showing interest and principal amount for each year over which the debt will be amortized. WAC 246-310-220**

The funding is coming from a member of the LLC, and not through a separate financial institution.

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

No audited financial statements exist for Aurora Dialysis as it is a new entity.

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. All staff categories should be defined.**

A staffing table will be provided in screening.

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

The FTEs were projected based on the following assumptions:

- 1 Nurse Manager, 1 Registered Nurse, 1 patient care technician for every 3 patients.
- When the dialysis center begins running 4 shifts per day, there is 1 hour of overlap on staffing between the 3rd and 4th shifts (17 hour per day staffing model instead of 16)

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

Average salaries and benefit by FTE category are provided in the table below.

Staffing	**Average Current Salary/FTE**
Clinical Services:	
Direct Care Manager	$110,000/year
Registered Nurse	$42/hour
Dialysis Technicians	$25/hour
Technical Services:	
Unit Clerk	$37,000/year
Social Services:	
Social Worker	$35,000/year
Nutrition Services:	
Dietitian	$35,000/year

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.**

We are in process of finalizing an agreement with the medical director, who will be a contractor. The name and professional license number will be provided in screening.

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

Key staff, by name, are not known at this time. We will be recruiting key staff in the fall of 2023.

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

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.**

Aurora acknowledges that recruitment and retention of health care workers is a challenge both industry-wide and nationwide today. In recruitment we will strive to make sure that potential employees understand the clinical complexity of the patient population, and that they have a clear understanding of job expectations, the skills needed to be successful and the pace of the work. We will also offer support to employees to be successful and provide competitive wages and benefits. We will also provide flexible work hours. We also believe that our small, but highly complex care environment will be an attractive option for a sub-set of those we are seeking to attract.

Position-specific pathways for onboarding that include both policy training and patient care orientation will be adopted. We also recognize that dedicated/scheduled time with the employee's direct manager, and "stay reviews" (which focus on the relationship with the manager and employee, and support "connections") are important for retention.

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

We will establish agreements for the following, but will not do until a CN is awarded:

Agreement Type
Clarity - Electronic Medical Records
Metro Medical/Cardinal – medications and supplies
Ascend Clinical - Laboratory Services
Required CMS Data Reporting
Marcor - water systems
Transportation Services
Biohazard/Waste Management
Janitorial Services

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.

The table below details the ancillary and support services required

Ancillary and Support Services

Service	Offered Onsite/Offsite Parent or LLC Member
Administration	Off site
Human Resources	Off site
Information Systems	Off site
Material Management	Off site
Nursing Services	On site
Nutrition Services	On site
Patient Education	On site
Patient Financial Counseling	Off site
Plant Operations	On site
Social Services	On site
Staff Education	Off site
Technical Services	On site

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 refer to the response to Q10 above.

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

This question is not applicable.

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

This question is not applicable.

14. For new a new facility, provide a listing of healthcare facilities that the dialysis center would establish working relationships.

Importantly, we will maintain close working relationships with local hospitals and clinicals/clinics to help support timely acute care discharge and admission to the SNF and dialysis center. Others include public health, the Area Agency on Aging, emergency planning (for dialysis services during emergencies, transportation, other long-term care providers, higher education (for workforce training and advancement opportunities)

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

A transfer agreement will be included with the screening response.

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

This question is not applicable.

17. **Fully describe any history in the last three calendar years 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 the LLC nor its members, nor any facility that they previously or currently have had an ownership or operations or a management relationship with have any history in with the criteria in WAC 246-310-230 (5) (a).

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

We will not select a final medical director that has any history related to the above.

19. **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.**

By definition and structure, or proposed innovation in dialysis care in Washington will address the fragmentation currently occurring as hospitals retain for extended periods non-acute patients with significant co-morbidities, including ESRD; and will increase continuity. We will also address the stress and complications associated with transferring sick nursing home patients multiple times a week for remote dialysis. Data provided earlier in this application demonstrates that dialysis facilities located in SNFs reduce rehospitalizations and emergency rooms visits.

20. 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.

Aurora has already reached out to a number of hospitals and providers that are eager to see our model established. We intend to complement, not compete with traditional dialysis providers and will look to establish working relationships that benefit patients, providers and insurers.

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

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

One of the LLC members is the owner of the Arcadia nursing home, which will be leasing space to Aurora. This project resulted from a review of the needs of the residents of Arcadia, the concerns of staff regarding care delivery inefficiencies and impact on residents, the types of requests for admission that come regularly to Arcadia and the current gaps in care delivery. Because ESRD and dialysis rose to the top, a number of models were evaluated, and it was determined that pursuing the establishment of a dialysis unit would be beneficial and address concerns; especially in light of the fact that the nursing home dialysis population is expected to rapidly increase and Washington State, despite real efforts, is struggling to reduce difficult to discharge hospital patients. In this analysis, the option of status quo was ruled out in favor of pursing a Certificate of Need.

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.**

On-site dialysis improves the efficiency of nursing homes by reducing the need for transportation arrangements for dialysis. On-site dialysis also saves on healthcare costs. A study by Stephens et al. estimated the national cost of dialysis transportation for the year 2014 to be nearly $3.2 billion. The cost per dialysis patient per year was estimated to be about $8300, with costs greatly escalating in the 8 years since the study data was collected.

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).**

There is only one facility: Williamsburg Dialysis Center in New York (CCN # 332814).

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.)

No other applications are being submitted in Cycle 1.

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).**

There is no new construction, as this project involves a relatively small remodel of existing space in an existing nursing home.

Attachment 1
Letter of Intent

June 1, 2022

Eric Hernandez, Program Manager
Certificate of Need Program
Department of Health
PO Box 47852
Olympia, WA 98504-7852
via email: FSLCON@DOH.WA.GOV; eric.hernandez@doh.wa.gov

Dear Mr. Hernandez:

Aurora Dialysis of Renton, LLC herewith in submits this letter of intent for the establishment of a new 6 station facility to be located in the King 9 Dialysis Planning Area. the following required information is provided:

1. A Description of the Extent of Services Proposed:
Aurora Dialysis of Renton is proposing to establish a new dialysis center that will provide both hemodialysis and peritoneal dialysis. It will also include both permanent bed stations and isolation capability, including an exempt isolation station. Aurora Dialysis of Renton will also offer training.

2. Estimated Cost of the Proposed Project:
The cost of the proposed new facility is estimated at $850,000.

3. Description of the Service Area:
The service area is the King 9 Dialysis Planning Area.

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

Sincerely,

GM
Gabriel Mayer

Attachment 2
Line Drawings

New Outpatient
Dialysis center.

Plan A Services Inc.

70 Gilbert St,
Monroe, NY 10950

718.219.4749

info@planaservices.com
planaservices.com

Project

4430 Talbot Rd S,
Renton, WA 98055

Drawing

First floor space plan

A — B **As-built Floor Plans**

A - 001.01

Area	13178 sq.ft.
Scale	1/16":1'
Date	5/29/2022
Drawn By	M.O.
Notes	

Plan A Services Inc.

70 Gilbert St,
Monroe, NY 10950

718.219.4749

info@planaservices.com
planaservices.com

Project

4430 Talbot Rd S,
Renton, WA 98055

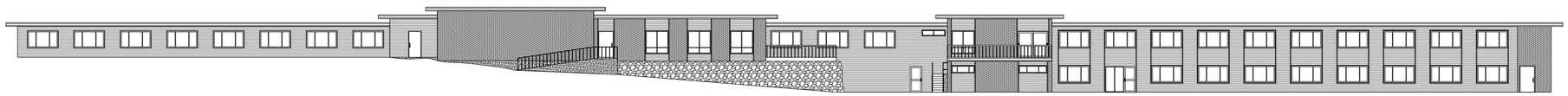
Drawing

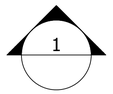
Second floor space plan

A — B **As-built Floor Plans**

A - 001.02

Area	29785 sq.ft.
Scale	1/16":1'
Date	5/29/2022
Drawn By	M.O.
Notes	





Plan A Services Inc.

70 Gilbert St,
Monroe, NY 10950

718.219.4749

info@planaservices.com
planaservices.com

Project

4430 Talbot Rd S,
Renton, WA 98055

Drawing

Front elevation

A — B **As-built Floor Plans**

A - 002.01

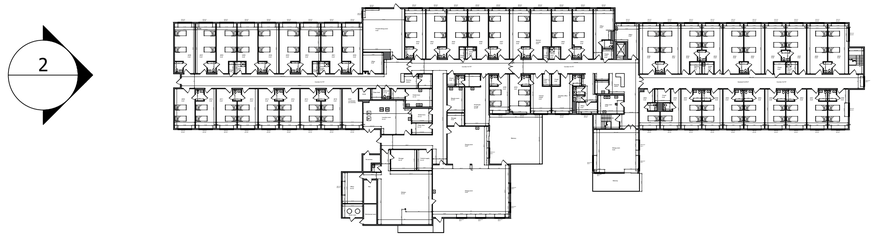
Area

Scale 1/16":1'

Date 5/29/2022

Drawn By M.O.

Notes



DOCUMENTATION & DETAILING

Plan A Services Inc.

70 Gilbert St,
Monroe, NY 10950

718.219.4749

info@planaservices.com
planaservices.com

Project

4430 Talbot Rd S,
Renton, WA 98055

Drawing

Left elevation

A — B **As-built Floor Plans**

A - 002.02

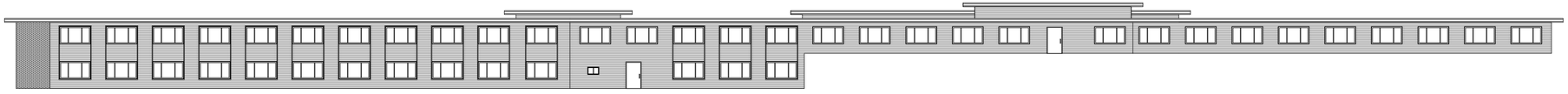
Area

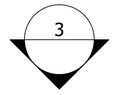
Scale 1/16":1'

Date 5/29/2022

Drawn By M.O.

Notes





Plan A Services Inc.

70 Gilbert St,
Monroe, NY 10950

718.219.4749

info@planaservices.com
planaservices.com

Project

4430 Talbot Rd S,
Renton, WA 98055

Drawing

Rear elevation

A — B **As-built Floor Plans**

A - 002.03

Area

Scale 1/16":1'

Date 5/29/2022

Drawn By M.O.

Notes

DOCUMENTATION & DETAILING

Plan A Services Inc.

70 Gilbert St,
Monroe, NY 10950

718.219.4749

info@planaservices.com
planaservices.com

Project

4430 Talbot Rd S,
Renton, WA 98055

Drawing

Right elevation

A — B

As-built Floor Plans

A - 002.04

Area

Scale 1/16":1'

Date 5/29/2022

Drawn By M.O.

Notes

Attachment 3
Dialysis Methodology from Certificate of Need Program

2022
King County 9-Revised
ESRD Need Projection Methodology

	Planning Area	**6 Year Utilization Data - Resident Incenter Patients**					
	King 9	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**
	98055	33	27	24	23	17	23
	98056	36	47	46	44	44	37
	98057	23	23	27	20	21	27
	98058	39	41	50	46	50	42
	98059	15	21	28	38	38	35
	98178	60	51	56	51	50	55
	TOTALS	**206**	**210**	**231**	**222**	**220**	**219**
246-310-812(4)(a)	**Rate of Change**		**1.94%**	**10.00%**	**-3.90%**	**-0.90%**	**-0.45%**
	6% Growth or Greater?		**FALSE**	**TRUE**	**FALSE**	**FALSE**	**FALSE**
	Regression Method:	**Linear**					
246-310-812(4)(c)			Year 1	Year 2	Year 3	Year 4	**Year 5**
			2022	2023	2024	2025	**2026**
Projected Resident Incenter Patients	from 246-310-812(4)(b)		222.50	223.20	223.90	224.60	**225.30**
Station Need for Patients	**Divide Resident Incenter by 4.8**		46.35	46.50	46.65	46.79	**46.94**
	Rounded to next whole number		**47**	**47**	**47**	**47**	**47**
246-310-812(4)(d)	subtract (4)(c) from approved stations						
Existing CN Approved Stations		Total	41	41	41	41	**41**
Results of (4)(c) above			47	47	47	47	**47**
Net Station Need			-6	-6	-6	-6	**-6**
Negative number indicates need for stations							

Planning Area Facilities

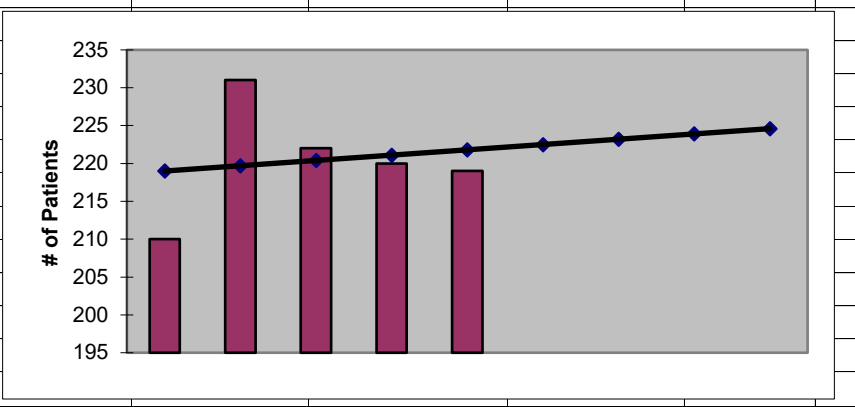
Name of Center	**# of Stations**
NKC Renton Kidney Cente	**34**
DaVita Renton Dialysis Ce	**7**
Total	**41**

Source: Northwest Renal Network / Comagine ESRD Network 16 data 2016-2021

Most recent year-end data: 2021 posted 03/15/2022

2022
King County 9-Revised
ESRD Need Projection Methodology

x	y	Linear
2017	210	**219**
2018	231	**220**
2019	222	**220**
2020	220	**221**
2021	219	**222**
2022		**222.50**
2023		**223.20**
2024		**223.90**
2025		**224.60**
2026		**225.30**



SUMMARY OUTPUT

Regression Statistics	
Multiple R	0.147507413
R Square	0.021758437
Adjusted R Square	-0.304322084
Standard Error	8.569325139
Observations	5

ANOVA

	df	*SS*	*MS*	*F*	*Significance F*
Regression	1	4.9	4.9	0.06672719	0.812871052
Residual	3	220.3	73.43333333		
Total	4	225.2			

	Coefficients	*Standard Error*	*t Stat*	*P-value*	*Lower 95%*	*Upper 95%*	*ower 95.0%*	*pper 95.0%*
Intercept	-1192.9	5471.205744	-0.218032378	0.841392646	-18604.71851	16218.91851	-18604.7	16218.92
X Variable 1	0.7	2.709858545	0.258316066	0.812871052	-7.923979314	9.323979314	-7.92398	9.323979

Attachment 4
Policies and Procedures

Aurora of Renton, LLC	
Subject: Charity / Financial Assistance	***Effective Date: 6/2022***
OPERATIONAL POLICY AND PROCEDURE MANUAL	***Revision Dates:***

Purpose:
Our charity care policy reflects our desire to give back generously to the community we serve. We cannot unilaterally solve the health insurance crisis, but we remain true to our mission to deliver top-quality health care to those in need of our services, regardless of their financial status.

Aurora of Renton is deeply committed to providing compassionate, high-quality care to insured and uninsured patients alike. Charity care means providing free services to uninsured patients who do not have the means to pay. When we provide charity care, we know from the outset we will not receive any payment and agree to treat the patient for free. Another type of non-reimbursed health care is Medicaid shortfalls, the difference between what the State of Washington pays us and our cost.

Policy:
Any patient seeking care at this facility who is unable to pay for services due to lack of third-party coverage, economic, household status shall be eligible to request charity/Financial Assistance to cover the entire or part of the cost for treatments at this facility.

Procedure:

1. All patients shall be screened by the medical Director and Nurse Manager to be approved for admission.

2. Prior to communication and approval to admit, patient demographics shall be sent to the billing department to verify insurance coverage, patients' responsibilities and obtain authorizations when required

3. When a new or existing patient is identified though the billing department as uninsured, uninsured means the patient has no coverage from Medicare, Medicaid, HMO, private insurance, commercial insurance by an insurance provider:

    a) The Administrator must be notified prior to accepting or continuing to treat patients identified as uninsured to determine alternate payer source and/or establish payment source/terms.

    b) Patients who don't have an active secondary plan must be approved by the administrator who will determine secondary payer responsibility and terms

    c) Patients determined to be uninsured and all good faith efforts to obtain insurance coverage has been explored the facility administrator shall confer with the

governing body to determine if the patient is eligible for charity care/financial assistance.

d) Charity and financial assistance shall be considered for those patients whose household, financial status impacts their ability to pay when all other coverage options have been explored. These efforts must be documented and submitted as part of the determination

e) The governing board shall determine as part of their review what % of the cost of care would come from charity/assistance using the criteria below

Income Level	Minimum Payment	Maximum Payment
100% of FPL or below	zero	nominal amount
Between 100% - 150% of FPL	nominal amount	20% of rate paid by centers highest volume payor, or Medicaid or Medicare, whichever is highest
Between 150% - 250% of FPL	20% of rate paid by centers highest volume payor,or Medicaid or Medicare, whichever is highest	100% of rate paid by centers highest volume payor, or Medicaid or Medicare, whichever is highest
Between 250% - 300% of FPL	technically zero	100% of rate paid by Centers highest volume payor, or Medicaid or Medicare, whichever is highest

f) Patient must apply for Medicaid programs and any other financial assistance programs prior to being submitted for charity/assistance

g) Patients being considered for charity/assistance must not be uninsured due to actions leading to lapse in coverage due to nonpayment, negligent actions, or failure to meet requirements of insurance coverage to retain existing policies.

4. Aurora of Renton reserves the right to deny or terminate charity assistance at its discretion

5. Facility shall allocate up to 1.2% of revenue towards financial assistance/charity care.

AURORA DIALYSIS OF RENTON, LLC	
Subject: PATIENT GRIEVANCE POLICY	***Effective Date: 6/2022***
OPERATIONAL POLICY AND PROCEDURE MANUAL	***Revision Dates:***

Policy:

To provide high-quality care in a safe and comfortable environment, The Facility invites patients, families, designated representatives and visitors to express their recommendations, concerns, and/or grievances.

Purpose:

To keep communication open between patients, and facility staff on issues, problems and grievances. Make the patient feel comfortable taking their concern to appropriate authority without fear of mistreatment or retaliation.
Several avenues have been established to express such concerns. These include:

1. SATISFACTION SURVEY.
Both patients and family members are contacted by the social worker twice annually to elicit responses to a number of questions concerning the patients' experience at the Facility. All concerns raised in these questionnaires are addressed by the staff.

2. INTERNAL GRIEVANCE PROCESS (should be utilized prior to external)
A patient and/or visitor can register a concern or grievance, verbally or by completing a grievance form, without discrimination or reprisal for voicing the grievances. Forms are available in the reception area, nursing stations and in all professional offices. If assistance is required, a staff member will assist the individual with completion of the form. The concern/grievance shall be logged in the grievance log and forwarded to Administration. Upon receiving a complaint the Committee shall designate a member of the IDT to investigate the complaint and interview any complainant and witnesses to gain facts and resolution. The complainant will be contacted with a response within fourteen (14) days. All complaints will remain strictly confidential.

Grievance Committee consists of the following individuals:

- Medical Director
- Clinical Nurse Manager
- Social Worker
- Administrator
- Patient Representative

i. Any patient may bring a grievance to any member of the above noted committee. Upon request of any staff member, a member of the Committee will be notified of the desire of a patient to discuss a grievance. A patient may ask for assistance in formulating complaints from a facility staff member of the grievance committee.

ii. Records of patient complaints will remain on file within the facility.

iii. Following discussion with a Committee member, a patient's grievance should be stated in writing and given to any member of the committee or left in the office with the nurse in charge of dialysis.

iv. All grievances will be reviewed by at least three members of the Committee. Any one of the three can request a meeting of the full Committee which will be scheduled and convene within one week (exclusive of Saturdays and Sundays). The Committee will make recommendations to resolve the grievance. The complainant will be notified of resolution within 14 days of determination.

1. EXTERNAL GRIEVANCE PROCESS

In addition, the patient has the right to file complaint with the facility or the Department of Health or ESRD Regional Network concerning patient abuse, neglect, and mistreatment.

Washington State Department of Health
HSQA Complaint Intake
P.O. Box 47857
Olympia, WA 98504-7857
Phone: 360-236-4700
Toll Free: 800-633-6828
Fax: 360-236-2626
Email: mailto:HSQAComplaintIntake@doh.wa.gov

Comagine Health ESRD Network 16
10700 Meridian Ave N. Suite 300
Seattle, WA 98133
206.923.0714
206.923.0716
https://comagine.org/esrd
Toll-free number 800.262.1514

AURORA DIALYSIS OF RENTON, LLC	
Subject: INVOLUNTARY DISCHARGE	***Effective Date: 6/2022***
OPERATIONAL POLICY AND PROCEDURE MANUAL	***Revision Dates:***

Policy**:**

This policy is intended to provide guidelines for the involuntary discharge of dialysis patients where

1) The patient or payer can no longer reimburse the facility for the ordered services

2) The facility ceases to operate

3) The transfer is necessary for the patients' welfare because the facility can no longer meet the patients documented medical needs; or

4) The facility has reassessed the patient and determined that the behavior is disruptive and abusive to the extent that the delivery of care to the patient or the ability of the facility to operate effectively is seriously impaired.

5) Immediate Severe Threat

Responsible**:**

Medical Director
Clinical Nurse Manager
Social Worker
Administrator

Procedure**:**

1. Every dialysis patient will receive the policy on involuntary discharge as part of the patient information packet. Every patient must acknowledge, in writing, that he/she has received the notice.

2. Involuntarily discharges or transfers of a patient for nonpayment of fees must be documented by social worker or billing personnel that all efforts were made to help the patient resolve the nonpayment issues.

3. In the event where AURORA DIALYSIS OF RENTON, LLC ceases to operate, the governing body will notify CMS, the State survey agency, and the applicable ESRD Network. The interdisciplinary team will also assist patients to obtain dialysis in other facilities.

4. If the involuntary discharge or transfer is necessary for the patient's welfare, there must be documentation in the patient's medical records of the medical needs and reason for the inability to meet patient's needs.

5. Immediate Severe Threat is considered to be a threat of physical harm to the health and safety of others and staff may utilize the "abbreviated" involuntary discharge or transfer procedures. Examples of Immediate severe threat include but not limited to:
    a. Patient possessing a firearm, or other weapons in the dialysis facility
    b. Making credible threats of physical harm
    c. Physically harming self, staff, or patients
    d. Procedure for Abbreviated involuntary discharge:

- Taking immediate protective actions, such as calling "911" and asking for police assistance.
- After the emergency is addressed and staff and other patients are safe,
    - Staff must notify the patient's physician and the medical director of these events,
    - Notify the State agency and ESRD Network of the involuntary discharge,
    - Document this contact and the exact nature of the "immediate severe threat" in the applicable patient's medical record

.

6. Unacceptable behavior is behavior that poses a threat to the personal safety of patients and/or staff. Examples of unacceptable behavior include, but are not limited to:
    - A regular pattern of uncooperative behavior including.
    - Theft or destruction of property on AURORA DIALYSIS OF RENTON, LLC premises.
    - A pattern of verbal abuse to staff or patients.

PROCEDURE PHASE I:

When a patient meets any of the above-mentioned criteria for Involuntary Discharge except for immediate severe threat, the IDT must reassess the patient to ascertain a root cause leading up to the discharge decision aimed to prevent the involuntarily discharge. The patient must be informed about the issue(s) warranting discharge according to this policy, if the issue could not be corrected. This policy must be explained to the patient in detail by two different team members in order for the patient to be considered informed.

The patient and the patient's family members or significant others should be requested to attend up to two meetings, which include the Social Worker and Medical Director. The meeting will be held in order to discuss the patient's issue, and an attempt to resolve any conflict that may be causing it, and to warn the patient that such behavior may lead to discharge.

The following steps should be taken at both meetings:

1. All participants must sign minutes of these meetings; if anyone refuses, it should be noted in the minutes.

2. All participants must receive a copy of the minutes.

3. A copy of the minutes must be made a part of the patient's medical record; and

4. In the event that the patient and/or family refuses to attend the meetings, all invitations (sent with delivery guaranteed such as return receipt of letter) and refusals to attend, must be fully documented in the patient's medical record.
5. Interventions for behavior issues shall consist of a behavioral contract with the patient which spells out details of the behavior issue, expectations, interventions and goals to remedy. Results shall be reviewed every 30 days for 3 months. The contract shall include

consequences for unmet goals. The agreement shall accompany a copy of the patients' rights, grievance procedure and Network contact information.

PHASE II:
If, after following the procedures set forth in Phase I and the issue continue, the Medical Director should mail a warning letter to the patient's home by registered mail. The letter must include the following:

- The specific actions which are considered unacceptable.
- The attempts that have been made to work with the patient and/or family to resolve the problem; and

That the patient is on probation for sixty (60) days during which time the patient must cease his/her behavior or resolve the issue or he/she will be required to locate to another dialysis unit.

If the patient acts in an unacceptable manner during the sixty- (60) day probationary period, or the issue is not resolved, it will be documented in the medical record. The physician should send a letter by registered mail to, the patient and/or patient's family or significant other stating that the patient has thirty (30) days from the date upon which he/she received the letter to locate another dialysis unit. An order should be written in the patient's medical record signed by both the medical director and attending physician concurring with the patients discharge from the facility. A listing of area dialysis units, phone numbers, and addresses should be included. AURORA DIALYSIS OF RENTON, LLC staff social worker and Medical Director should supplement the patient's effort in locating a new unit. Notification of involuntary discharge must be submitted to the ESRD network and Dept of Health 30 days prior to expected date of involuntary discharge. For immediate threats and severe threats to health and safety of others immediately call the ESRD Network and DOH by Phone listed below within 24 hours.

Washington State Department of Health
HSQA Complaint Intake
P.O. Box 47857
Olympia, WA 98504-7857
Phone: 360-236-4700
Toll Free: 800-633-6828
Fax: 360-236-2626
Email: mailto:HSQAComplaintIntake@doh.wa.gov

Comagine Health ESRD Network 16
10700 Meridian Ave N. Suite 300
Seattle, WA 98133
206.923.0714
206.923.0716
https://comagine.org/esrd
Toll-free number for patients: 800.262.1514

At the end of the thirty- (30) day period, AURORA DIALYSIS OF RENTON, LLC will not be obligated to continue dialyzing the patient.

If Phase II of this policy must be instituted more than once for the same patient, this will constitute grounds for discharge from AURORA DIALYSIS OF RENTON, LLC outlined in Phase II without a sixty (60) day probation period.

AURORA DIALYSIS OF RENTON, LLC

Subject: FACILITY OBJECTIVE MISION STATEMENT	***Effective Date: 6/2022***
OPERATIONAL POLICY AND PROCEDURE MANUAL	***Revision Dates:***

Aurora Dialysis of Renton, LLC organized and committed to accomplishing the following goals and objectives:

A. To provide high quality medical care to patients with End Stage Renal Disease who may require maintenance hemodialysis, as well as those ancillary services associated with the ESRD population. Qualified, well-trained staff will be utilized to provide services in a team approach to patient care. The staff will receive qualified medical supervision and guidance consistent with all applicable State and Federal regulations and standards.

B. To provide a safe and therapeutic environment for the delivery of patient care. This objective will be attained through the use of properly maintained high quality equipment, a comfortable environment and stringent safety precautions.

C. To provide information regarding medical services and admission criteria to patients. This objective will be attained by clearly delineating all services, both diagnostic and therapeutic, provided directly or provided under arrangement or agreement with other medical facilities.

Aurora Dialysis of Renton, LLC is founded on the philosophy that chronic dialysis patients are very unique. Therefore, is committed to the whole health of the dialysis patient that embraces the physical and emotional needs of each individual.

As an integral part of the community Aurora Dialysis of Renton, LLC is dedicated to maintaining and restoring the health needs of the chronic dialysis patient regardless of race, creed, color, age, sponsor, sex, marital status, religion, national origin, disability, or sexual orientation.

Attachment 5
Financials

Census	Year 1 Projection	Year 2 Projection	Year 3 Projection
Medicare	21	32	32
Medicaid	3	5	5
HMO	6	9	9
Total	**30**	**45**	**45**

Census Days	Year 1 Projection	Year 2 Projection	Year 3 Projection
Medicare	7,714	11,498	11,498
Medicaid	1,102	1,643	1,643
HMO	2,204	3,285	3,285
Total	**11,020**	**16,425**	**16,425**

Treatments	Year 1 Projection	Year 2 Projection	Year 3 Projection
Medicare	3,276	4,914	4,914
Medicaid	468	702	702
HMO	936	1,404	1,404
Total	**4,680**	**7,020**	**7,020**

Rates	Year 1 Projection	Year 2 Projection	Year 3 Projection
Medicare	$ 300.00	$ 300.00	$ 300.00
Medicaid	$ 200.00	$ 200.00	$ 200.00
HMO	$ 280.00	$ 280.00	$ 280.00
Average Rate	**$ 260.00**	**$ 260.00**	**$ 260.00**

Revenue	Year 1 Projection	Year 2 Projection	Year 3 Projection
Medicare	$ 982,800.00	$ 1,474,200.00	$ 1,474,200.00
Medicaid	$ 93,600.00	$ 140,400.00	$ 140,400.00
HMO	$ 262,080.00	$ 393,120.00	$ 393,120.00
Total	**$ 1,338,480.00**	**$ 2,007,720.00**	**$ 2,007,720.00**

Staffing Expenses	Year 1 Projection	Year 2 Projection	Year 3 Projection
Nurse Manager	$ 110,000.00	$ 112,200.00	$ 114,444.00
Registered Nurse	$ 164,892.00	$ 227,223.36	$ 231,768.89
Patient Care Tech	$ 196,300.00	$ 270,504.00	$ 275,914.08
Dietician	$ 35,000.00	$ 35,641.67	$ 36,414.00
Social Work	$ 35,000.00	$ 35,700.00	$ 36,414.00
Unit Clerk	$ 37,000.00	$ 37,740.00	$ 38,494.80
Finance	$ 10,000.00	$ 10,200.00	$ 10,404.00
Employee Benefits/Payroll Taxes	$ 124,642.64	$ 149,108.53	$ 152,101.00
Total Back Office Salaries	**$ 712,834.64**	**$ 878,317.56**	**$ 895,954.77**

Staffing Expenses PPD	Year 1 Projection	Year 2 Projection	Year 3 Projection
Nurse Manager	$ 9.98	$ 6.83	$ 6.97
Registered Nurse	$ 14.96	$ 13.83	$ 14.11
Patient Care Tech	$ 17.81	$ 16.47	$ 16.80
Dietician	$ 3.18	$ 2.17	$ 2.22
Social Work	$ 3.18	$ 2.17	$ 2.22
Unit Clerk	$ 3.36	$ 2.30	$ 2.34
Finance	$ 0.91	$ 0.62	$ 0.63
Employee Benefits/Payroll Taxes	$ 11.31	$ 9.08	$ 9.26
Total	**$ 64.69**	**$ 53.47**	**$ 54.55**

Expenses	Year 1 Projection	Year 2 Projection	Year 3 Projection
Biomedical Fees	$ 54,000.00	$ 54,000.00	$ 54,000.00
Medical Director Fees	$ 100,000.00	$ 102,000.00	$ 104,040.00
Medical and Pharmacy Supplies	$ 257,400.00	$ 386,100.00	$ 386,100.00
Rent	$ 62,700.00	$ 63,954.00	$ 65,233.08
Repairs and Maintenance	$ 10,000.00	$ 10,000.00	$ 20,000.00
Laboratory Fees	$ 18,720.00	$ 28,080.00	$ 28,080.00
Utilities	$ 25,000.00	$ 30,000.00	$ 30,000.00
Accounting / Legal	$ 10,000.00	$ 10,000.00	$ 10,000.00
Office Supplies/Expenses	$ 9,600.00	$ 9,600.00	$ 9,600.00
Computer Software/Equipment	$ 5,040.00	$ 7,560.00	$ 7,560.00
Billing/Collections	$ 39,780.00	$ 59,670.00	$ 59,670.00
Marketing	$ 45,000.00	$ 45,900.00	$ 46,818.00
Debt Service	$ 108,192.00	$ 108,192.00	$ 108,192.00
Insurance/Property Tax	$ 15,000.00	$ 15,000.00	$ 15,000.00

Charity Care Deduction	$ 16,061.76	$ 24,092.64	$ 24,092.64
Bad Debt	$ 53,539.20	$ 80,308.80	$ 80,308.80
Total	**$ 830,032.96**	**$ 1,034,457.44**	**$ 1,048,694.52**

Expenses PPD	Year 1 Projection	Year 2 Projection	Year 3 Projection
Biomedical Fees	$ 4.90	$ 3.29	$ 3.29
Medical Director Fees	$ 9.07	$ 6.21	$ 6.33
Medical and Pharmacy Supplies	$ 23.36	$ 23.51	$ 23.51
Rent	$ 5.69	$ 3.89	$ 3.97
Repairs and Maintenance	$ 0.91	$ 0.61	$ 1.22
Laboratory Fees	$ 1.70	$ 1.71	$ 1.71
Utilities	$ 2.27	$ 1.83	$ 1.83
Accounting Legal	$ 0.91	$ 0.61	$ 0.61
Office Supplies/Expenses	$ 0.87	$ 0.58	$ 0.58
Computer Software/Equipment	$ 0.46	$ 0.46	$ 0.46
Billing/Collections	$ 3.61	$ 3.63	$ 3.63
Marketing	$ 4.08	$ 2.79	$ 2.85
Debt Service	$ 9.82	$ 6.59	$ 6.59
Insurance/Property Tax	$ 1.36	$ 0.91	$ 0.91
Charity Care Deduction	$ 1.46	$ 1.47	$ 1.47
Bad Debt	$ 4.86	$ 4.89	$ 4.89
Total	**$ 75.32**	**$ 62.98**	**$ 63.85**

Total Expense	Year 1 Projection	Year 2 Projection	Year 3 Projection
Total	**$ 1,542,867.60**	**$ 1,912,775.00**	**$ 1,944,649.29**

Total Expense PPD	Year 1 Projection	Year 2 Projection	Year 3 Projection
Total	**$ 140.01**	**$ 116.46**	**$ 118.40**

Net Profit	Year 1 Projection	Year 2 Projection	Year 3 Projection
Net Profit	**$ (204,387.60)**	**$ 94,945.00**	**$ 63,070.71**
%	**-15.27%**	**4.73%**	**3.14%**

Proforma Assumptions

Census

- Medicare: 70% of patient population
- Medicaid: 10% of patient population
- HMO: 20% of patient population
- Census scales by 5 ADC per month
- Max Average Daily Census (ADC) is determined by the following equation:
    - Assuming (6 chairs x 4.33 weeks per month x 4 shifts per day x 6 operating days per week) equivalent to 623.52 – 6% downtime factor (37.41). 586.11 divided by an average of 13 treatments per patient per month yields a max census of 45.06 (simplified to 45)

Census Days

- ADC x number of days in the month

Reimbursement Rates

- Medicare: $300
- Medicaid: $200
- HMO: $280

Revenue

- Rate x number of treatments by payor source

Chairs

- 6 chairs

Treatments Assumption

- Average of 13 treatments per patient per month

Treatment Time

- Each treatment or shift is 4 hours

Shifts per Day/Days Open per Week

- The dialysis center begins operating with 6 chairs for 3 treatments or shifts per day, 3 days per week. Once the census ramps to meet the maximum number of treatments at that capacity, the dialysis center begins operating at 3 treatments or shifts per day, 6 days per week. Then, the dialysis center will run 3 treatments or shifts per day, 3 days per week and 4 treatments per day, 3 days per week. Lastly, the dialysis center will stabilize at 4 treatments per day, 6 days per week.

Expenses

- **Nursing Staffing Ratios-** Assumes 1 Nurse Manager, 1 Registered Nurse, 1 patient care technician for every 3 patients. When the dialysis center begins running 4 shifts per day, there is 1 hour of overlap on staffing between the 3rd and 4th shifts (17 hour per day staffing model instead of 16)
- **Nursing Salaries/Rates per Center (inflationary salary increase of 2% each year)**
    - **Nurse Manager-** $110k in year 1
    - **Registered Nurse-** $42 per hour
    - **Patient Care Tech-** $25 per hour
- **Other Salaried Expenses per Center (inflationary salary increase of 2% each year)**
    - **Dietician-** $35k per year
    - **Social Work-** $35k per year
    - **Unit Clerk-** $37k in year 1
    - **Finance-** $10k in year 1
    - **Marketing-** $45k year 1
    - **Medical Director-** $100k year 1
- **Expenses per Center**
    - **Employee Benefits/Payroll Taxes-** 17% allocation
    - **Biomedical Fees-** Flat $54k per year
    - **Medical and Pharmacy Supplies-** $55 per treatment
    - **Rent-** $2.09/SF, built in 2% inflationary increase each year
    - **Repairs & Maintenance-** $10k years 1 and 2, $20k years 3 and 4
    - **Laboratory Fees-** $52 per patient per month
    - **Utilities-** $25k year 1, $30k thereafter
    - **Accounting/Legal-** Flat $10k per year
    - **Office Supplies-** Flat $9,600 per year
    - **Computer Software/Equipment-** $14 per patient per month
    - **Billing/Collections-** $8.5 per treatment
    - **Debt Service -** $108,192 per year
    - **Insurance/Property Tax-** Flat $15k per year
    - **Charity Care -** 1.2% Allocation
    - **Bad Debt-** 4% Allocation

Attachment 6
Draft Medical Director Agreement

AGREEMENT BY AND BETWEEN

_____

AND _____, M.D.

FOR THE PROVISION OF MEDICAL DIRECTOR SERVICES

This MEDICAL DIRECTOR AGREEMENT dated as of _____, 20___ (the "Effective Date") is by and between _____("Facility") and _____, M.D. ("Medical Director"). Together, both parties are referred throughout the Agreement as the "Parties."

RECITALS

WHEREAS Facility provides Medicare and Medicaid-certified skilled nursing facility and nursing facility located at STREET ADDRESS in CITY, STATE, and wishes to obtain Medical Director services; and

WHEREAS Facility wishes to engage Medical Director to provide the Medical Director services specified in this Agreement; and

WHEREAS Medical Director wishes to provide such services for Facility in accordance with the provisions hereinafter set forth:

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter expressed, the Parties hereby agree as follows:

ENGAGEMENT – ARTICLE I

1.1 Selection of the Medical Director: Facility hereby engages Medical Director, to make available on an independent contractor basis, the services of Medical Director to provide strategic guidance and medical development of Facility and its residents as more specifically described in Article II of the Agreement. Medical Director shall perform the services described by this agreement; however, Medical Director retains sole discretion and responsibility for his independent practice of medicine.

RESPONSIBILITIES OF MEDICAL DIRECTOR – ARTICLE II

2.1 Services: Medical Director currently meets and shall continue to meet the criteria described as Qualifications set forth in Section 2.4 below. Medical Director shall act as Medical Director to Facility to render the Medical Director Services as described in Exhibit A to the Facility and its staff and to be accountable to the Administration and any Governing Body. In addition, during the term of this Agreement, Medical Director shall perform the professional services normally incident to the position of medical director of a

skilled nursing facility and nursing facility participating in Medicare and Medicaid, as well as all other services provided for in this agreement. The scope of services and responsibilities of the Medical Director shall include, but are not limited to, the services outlined and incorporated into the Agreement as Exhibit A, which shall be amendable by the Facility upon ten (10) days' advance written notice to Medical Director.

2.2 Schedule: During the term of this Agreement, Medical Director shall dedicate _____ hours each week to the services in Exhibit A and in accordance with this section of the Agreement. Medical Director services therein will be the provision of services detailed in Exhibit A.

2.3 Absences: Medical Director shall provide reasonable advance notice to Facility of vacation or other scheduled unavailability.

2.4 Qualifications: Medical Director shall, at all times during the course of this Agreement:

(a) Be and remain a licensed and Board-certified medical professional authorized to practice medicine in the State of _____ without restriction;

(b) Be and remain knowledgeable regarding current professional standards of practice in caring for long term care residents and regarding coordination and oversight of other practitioners;

(c) Be and remain a participating provider in the Medicare and Medicaid programs;

(d) Have and maintain a registration with the Drug Enforcement Administration ("DEA") and is and shall remain registered in the state to prescribe controlled dangerous substances, if required by applicable state law or regulations;

(e) Maintain membership in good standing on the medical staff of a hospital;

(f) Obtain and maintain professional liability insurance coverage;

(g) Not be made ineligible by exclusion, suspension, debarment, or otherwise to participate in state health care programs and/or federal health care programs as defined under 42 U.S.C. § 1320a-7b(f), for the provision of items or services for which payment may be made under such state and/or federal health care programs;

(h) Not convicted (as that term is defined under 42 U.S.C. § 1320a-7(1)) of a criminal offense related to health care;

(i) Warrant that no final adverse action, as such term is defined under 42 U.S.C. § 1320a-7e(g) has occurred or is pending or threatened against Medical Director; and

(j) Warrant that Medical Director is not bound by any agreement that prohibits or restricts Medical Director from entering into the Agreement, or performing fully, the services of this Agreement.

2.5 Notice to Facility: Medical Director shall provide immediate written notice to Facility of any breaches, failures to comply, or notices of threatened action or investigation by government agencies related to Medical Director's qualifications in Section 2.4.

2.6 Compliance with Applicable Professional Standards: Medical Director shall render services only when such is necessary and such services shall meet applicable professional standards, using Medical Director's best independent professional judgment concerning the type and manner of medical services and the monitoring of physician performance efforts.

2.7 Receipt or Retention of Medical Staff Membership or Privileges: This Agreement is not and shall not be construed as any form of guarantee or assurance by Facility that the Medical Director will receive or retain necessary Medical Staff membership or privileges for purpose of discharging Medical Director's responsibilities hereunder. Application, appointment, reappointment and granting of privileges shall be governed solely by the Medical Staff rules and bylaws of Facility then in effect.

2.8 Services Performed in Accordance with State and Federal Requirements and Standards: Medical Director shall perform services in compliance with State skilled nursing facility licensure requirements, nursing facility licensure requirements, and Medicare and Medicaid certification requirements. Medical Director shall also perform services within generally accepted industry standards established or provided by the State Department of Aging, the Board of Physicians, the Department of Health, or other state or federal regulatory agencies or agencies responsible for the promulgation, compliance, and enforcement of laws and regulations relating to Facility.

2.9 Policies, Protocols and Procedures**:** Medical Director shall comply with all Facility policies, protocols, and procedures and the Facility's Compliance Program. An overview of the Compliance program and all applicable Medicaid and/or Medicare rules will be provided upon orientation. Medical Director agrees that Medical Director shall make a good faith effort to work cooperatively and collaboratively with Facility to assure that services are coordinated and provided on a timely and professional basis.

2.10 Scope of Business Relationship: Medical Director further agrees to maintain the confidentiality of any intellectual property or sensitive information learned due to Medical Director's privileged position, even upon termination of this Agreement.

FACILITY RESPONSIBILITIES – ARTICLE III

3.1 Provision of Office Space, Staff Support, and Supplies: Facility shall provide office space, staff support, and supplies needed to for the Medical Director to perform the services hereunder.

3.2 Provision of Support to Medical Director: Facility shall do all things reasonably necessary to support the Medical Director's efforts to perform his duties hereunder.

3.3 Provision of Support to Clinical Programs: Facility shall assure that the Facility and all clinical programs have the appropriate, reasonable, logistical, and financial.

3.4 Consideration of Suggestions and Recommendations: Facility shall receive and consider the Medical Director's proposals, suggestions, and recommendations regarding the care at the Facility.

COMPENSATION – ARTICLE IV

4.1 Independent Contractor: It is expressly understood and agree that, in the performance of services under this Agreement, Medical Director shall, at all times act as an independent contractor with respect to Facility and not as an employee or agent of the Facility. Further, it is expressly understood and agreed by the Parties that nothing contained in this Agreement will be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the Parties. In no event shall either Party or the Parties be jointly liable for the debts or obligations of any other except as otherwise specifically contemplated by and provided for in this Agreement.

4.2 Amount of Compensation: In full consideration of services provided by Medical Director hereunder, Facility shall pay Medical Director _____ ($ / $ per hour for 12 hours) per month by the fifth (5^{th}) day of each month.

4.3 Professional Fees: All compensation due to Medical Director for services provided under this Agreement shall be paid on an hourly basis by Facility as provided herein. In no case is the professional fee for individual care of a resident a part of the payment of services by Facility for Medical Director services.

4.4 Fair Market Value: Facility and Medical Director agree that the compensation to be paid to Medical Director by Facility is consistent with fair market value and does not take into account the volume or value of resident referrals or any other business that may be generated between Medical Director and Facility. Medical Director and Facility further agree that this Agreement is commercially reasonable even if no referrals are made between Medical Director and Facility and that this Agreement shall be in no way construed as an inducement for Medical Director to refer residents to the Facility. The Parties will review the compensation paid to Medical Director at least annually and make appropriate adjustments as the Parties may mutually agree to ensure that such compensation on a go-forward basis represents the fair market value of the services provided under this agreement.

4.5 Tax and Withholdings: Facility agrees that:

(a) Medical Director will not be treated as employee of the Facility for federal tax purposes;

(b) Facility will not withhold on behalf of Medical Director any sums for state, federal, or local taxes; unemployment insurance; social security; or any other withholdings pursuant to any law or requirement of any governmental body or make available any of the benefits afforded to employees of the Facility; and

(c) all of such payments, withholdings, and benefits, if any, are the sole responsibility of Medical Director. Medical Director agrees to indemnify and hold the Facility harmless from any, and all, loss or liability arising from its failure to make such payments, withholdings, and benefits, if any.

TERM AND TERMINATION – ARTICLE V

5.1 Initial Term: This Agreement shall commence as of the Effective Date, and, unless sooner terminated, shall continue in effect for an initial term of one (1) year.

5.2 Renewal and Termination Without Cause: This Agreement shall be renewed for successive one (1) year periods thereafter, unless either Party given the other Party written notice of intent not to renew at least ninety (90) days prior to the end of the then-existing Initial or Renewal Term, or by Facility on thirty (30) days advance notice at any time (provided however that if this agreement is terminated without cause during the initial term the parties shall not recontract for the services during the balance of the Initial Term) or unless otherwise terminated in accordance with this Agreement. The Initial Term and Renewal Term are sometimes referred to herein collectively as "the Term."

5.3 Termination by Facility for Cause: This Agreement may also be terminated by the Facility immediately if any of the following circumstances occur:

(a) Whenever the Parties to this Agreement mutually agree to terminate the Agreement after one year has elapsed; or

(b) Upon Medical Director's death; or

(c) Upon Medical Director's physical or mental incapacitation such that Medical Director is unable to substantially perform professional services under this Agreement for a period of thirty (30) consecutive days within a one hundred and eighty (180) day period, without reasonable accommodation, unless Medical Director provides, at Medical Director's cost, an appropriately credentialed physician acceptable to the Facility to render all professional services incident to this Agreement; or

(d) Upon Medical Director's breach or failure to comply with the specifications of Article II above; or

(e) Upon Medical Director's suspension, exclusion, or restriction from the practice of medicine, medical staff privileges, authority to prescribe controlled dangerous substances, or ability to participate in any state or

federal health care program by any governmental authority, hospital, or health care facility; or

(f) Medical Director is convicted in a court of law of any felony, any crime, or offense involving money or property of the Facility, or any program-related crime under the Medicare Act; or

(g) Medical Director acts in a manner (or omits an act) that involves unethical conduct, moral turpitude, or gross negligence, whether or not such act or failure to act occurs in the course of providing services under this Agreement; or

(h) Medical Director fails to maintain the level of insurance required in accordance with this Agreement; or

(i) Upon Medical Director's attempt to assign or otherwise transfer this Agreement without Facility's prior written consent.

5.4 Termination for Material Default or Breach: Either Party may terminate this Agreement upon a material default or material breach by such other Party upon thirty (30) days' prior written notice to the breaching party, which notice shall describe the material breach with reasonable specificity, provided that the Party receiving the notice may, within ten (10) days following receipt of such written notice, cure the breach to the reasonable satisfaction of the other Party and, thereby, maintain this Agreement in force. In the event that the breach at issue is not curable, or a notice of termination has been given to the breaching party within the last twelve (12) months pertaining to the same or similar breach, no cure period shall be required hereunder.

5.5 Unpaid Compensation: In the event of such termination, Medical Director will be entitled to any unpaid compensation through the date of termination, and Facility will be released of any responsibility or obligations under this Agreement.

5.6 Contract with Same Parties: In the event this Agreement is terminated for any reason whatsoever prior to the first anniversary of the Effective Date, the Parties shall not enter into another similar agreement with each other within the original one (1) year term of this Agreement.

DISCLOSURE OF CONFIDENTIAL INFORMATION AND RECORDS – ARTICLE VI

6.1 Confidential Information: During the term of this Agreement and at all times thereafter, neither party nor any of its agents shall use, transfer (including electronic transfers), sell, publish, disclose, or otherwise make available any "Confidential Information," except to fulfill their respective obligations of this Agreement. "Confidential Information" shall include but not be limited to, the terms of this Agreement, price lists, policies, financial

information, procedures, intellectual property, system designs, records, and manuals, relating to the other party or operation of the Facility, except to discharge its duties hereunder. Notwithstanding anything to the contrary contained in this Agreement, "Confidential Information" shall not include information to the extent it:

(a) is or becomes part of the public domain through no act or omission on the part of the recipient party or its representatives;

(b) is in a Party's possession without actual or constructive knowledge of an obligation of confidentiality with respect thereto, at or prior to the commencement of this Agreement;

(c) is disclosed to the recipient party by a third party having no obligation of confidentiality with respect thereto;

(d) is independently developed by a party without reference to the disclosing party's confidential information; or

(e) is released from confidential treatment by written consent of the owning party.

6.2 Breach or Threatened Breach of Confidentiality: In the event of a breach or threatened breach of Section 5.1, the non-breaching party shall have the right to seek monetary damages for any past breach and equitable relief, including, but not limited to, a preliminary, temporary and/or permanent restraining order and injunction against the breaching party and its owners, partners, agents, representatives, servants, employees, and/or any and all persons acting directly or indirectly by or with the breaching party, to enjoin, prevent and/or restrain any further breach. Each Party understands and acknowledges that any breach of its obligations under this Article will cause the other party immediate and irreparable damage. Nothing in this Agreement will be construed as prohibiting a non-breaching party from pursuing any other remedies available to it for a breach or threatened breach of this Article, and breach of this Article shall be deemed a breach of a material provision of this Agreement;

6.3 Compliance with Federal and State Confidentiality Laws: The Parties shall comply with all applicable state and federal laws respecting the confidentiality of medical records, data and other confidential or personal information concerning the medical, personal, or business affairs of the Parties acquired hereunder or in connection herewith;

6.4 Execution of Business Associate Agreement: Medical Director and Facility shall, contemporaneously with the execution hereof, execute a Business Associate Agreement, in the form attached and incorporated into this Agreement as Exhibit B;

6.5 Resident Records Are Property of Facility: The Parties acknowledge and agree that all medical records and files concerning residents for whom the Facility's services are

provided are, and at all times shall remain, the property of the Facility. The Facility shall provide Medical Director with reasonable access to such records and files. Upon termination of this Agreement for any reason, Medical Director shall return to Facility without making or retaining copies thereof, all documents, records, notebooks, computer disks, or similar repositories containing Confidential Information.

6.6 Release of Confidential Information to Resident: Nothing under this Agreement shall preclude Medical Director from discussing with any resident any relevant information affecting that resident's treatment.

6.7 Access to Books and Records. Pursuant to 42 U.S.C. § 1395X(v)(I)(1) and applicable rules and regulations thereunder, until the expiration of four (4) years after the termination of this Agreement, Medical Director and Facility shall make available, upon appropriate written request by the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or the applicable state agencies or departments, or any of their duly authorized representatives a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the services provided by Medical Director under this Agreement. Medical Director further agrees that in the event Medical Director carries out any of Medical Director's duties under this Agreement through a subcontract with a value or cost of Ten Thousand Dollars ($10,000) or more over a 12-month period, such subcontract shall contain a clause identical to that contained in the first sentence of this Section.

INSURANCE – ARTICLE VII

7.1 General and Professional Liability Insurance: The Facility and Medical Director each agree, during the term of this Agreement, to maintain at their own expense, general and professional liability insurance. Such policies shall have limits not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) aggregate per year. On or prior to the effective date of this Agreement, Medical Director shall furnish the Facility with a certificate of insurance, covering him for acts related to the provision of billable physician services to residents;

7.2 Maintenance of Insurance Upon Termination: Upon the termination or non-renewal of this Agreement for any reason, Medical Director shall continuously maintain the insurance obtained pursuant to the provisions of this Article VI after such termination. If Medical Director purchases professional liability insurance on a "claims made" basis, and if in the event of the termination of this Agreement or for any other reason, such "claims made" policy would not cover claims arising out of professional services rendered pursuant to this Agreement, then Medical Director shall purchase or provide an extended reporting endorsement to extend the policy's reporting period indefinitely at the same policy limits as established by the provisions of this Article VI. Medical Director shall provide proof of such insurance to Facility upon Facility's reasonable request; and

7.3 Notice of Change in Insurance: Medical Director shall provide Facility with notice within ten (10) days of any material change or cancellation in any policy required to be maintained by Medical Director.

GENERAL PROVISIONS – ARTICLE VIII

8.1 Construction: This Agreement contains the entire understanding between the Parties. Any amendments to this Agreement must be in writing and signed by both of the Parties.

8.2 Modification: This Agreement may be changed, modified, or amended only by a writing signed by the Parties.

8.3 Waiver: The failure of a party to enforce promptly a right hereunder shall not constitute a waiver of such right, and a waiver by a party upon the breach of this Agreement by the other party shall not constitute a waiver with respect to subsequent breaches.

8.4 Survivability: The provisions of Articles 4.5, 6, and 7 of this Agreement shall survive the termination of this Agreement.

8.5 Notices: Any notice required or permitted to be given under this Agreement shall be sufficient if the notice is in writing and delivered in person or sent by registered or certified mail, return receipt requested, to addresses listed below:

Facility:

_____

_____

_____

_____

Medical Director:

_____

_____

_____

_____

8.6 Governing Law: This Agreement shall be governed by the laws of the State of _____ regardless of its conflicts of laws provisions.

8.7 Changes in Law: In the event of any legislative or regulatory change or determination, whether federal or state, which has or would have significant adverse impact on either Facility or Medical Director in connection with the performance of this Agreement, or in the event that performance by either Facility or Medical Director of any term, covenant, condition or provision of this Agreement should for any reason by in violation of any statute, regulation, or otherwise be deemed illegal, the affected party shall have the right to require that the other party renegotiate the terms of this Agreement, such renegotiated terms to become effective not later than fifteen (15) days after receipt of written notice of such request for negotiation. If Facility and Medical Director fail to reach an agreement satisfactory to both parties within fifteen (15) days of the request for renegotiation, the party requesting such renegotiation may terminate this Agreement upon fifteen (15) days' prior written notice to the other party or sooner if required by law.

8.8 No Assignments: This Agreement shall be binding upon and inure to the benefit of the Parties hereto. Neither party may assign or transfer its rights or obligations under this Agreement, unless agreed to in a writing executed by the Parties to this Agreement.

8.9 Headings: The headings of this Agreement are inserted for convenience only and are not to be considered in the construction of the provisions hereof and shall not in any way limit the scope or modify the substance or context of any section or paragraph hereof.

8.10 Nondiscrimination: It is the policy of both parties to provide service to all persons without regard to race, color, national origin, handicap, or age. All persons and organizations having occasion either to refer persons for services or to recommend the services of either party are advised to do so without regard to the person's race, color, national origin, handicap, age, or payment status.

8.11 Notice of Settlement of Claim: In a lawsuit where Facility and Medical Director are defendants, Medical Director agrees to reasonably cooperate with Facility in defense of such lawsuit to develop and achieve a goal for joint defense. In such a lawsuit, Medical Director agrees to give Facility written notice of any settlement negotiations and written notice prior to accepting any settlement.

8.12 Force Majeure: Neither party shall be liable or be deemed in breach of this Agreement for any failure or delay or performance, which results, directly or indirectly, from acts of God, civil or military authority, public disturbance, accidents, fires, or any other cause beyond reasonable control of either party.

8.13 Counterparts: This Agreement may be executed in one or more counterparts, all of which together constitute only one Agreement.

8.14 Civil Rights: Medical Director shall comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to regulations of the U.S. Department of Health and Human Services (45 C.F.R. Part 80) issued pursuant to that Title, to the end that, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied for benefits of, or be otherwise subjected to discrimination under any program or activity for which Federal funds are used in support of Medical Director's activities.

8.15 Standards of Conduct: By signing this Agreement, Medical Director hereby acknowledges and understands that the Facility has implemented a compliance program governing the conduct of all Facility employees.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement or have caused this Agreement to be executed on their behalf, as of the date written below.

Medical Director

By: _____

Name: _____

Title: _____

Date: _____

Facility

By: _____

Name: _____

Title: _____

Facility Name: _____

Date: _____

EXHIBIT A

MEDICAL DIRECTOR SERVICES

Medical Director services and responsibilities shall be consistent with those as are typically provided by a medical director of a Medicare and Medicaid-certified skilled nursing facility and nursing facility, and as are reasonably requested from time to time by the Facility. Medical Director shall provide such services and fulfill such responsibilities in compliance with 42 C.F.R. §§ 483.70 and 483.75, and any applicable state laws and regulations. The services and responsibilities shall consist of, but not be limited to, the following:

1. Organize and coordinate physician services and services provided by other professionals as they relate to medical care.

2. Ensure the appropriateness and quality of medical care and medically related care in the Facility.

3. Provide input and guidance regarding the development, review, and approval of and implement resident care policies and procedures that are based on the individual facility's unique environment and its resident's needs.

4. Participate in administrative decisions including recommending, developing, and approving facility policies related to resident care, including the residents' physical, mental, and psychosocial well-being.

5. Serve on the Facility's Quality Assessment and Assurance Committee (or assign a designee to represent Medical Director) that must meet at least quarterly and as needed to coordinate and evaluate activities under the Quality Assurance and Performance Improvement ("QAPI") program, such as:

   (a) Identifying issues with respect to which quality assessment and assurance activities, including performance improvement projects required under the QAPI program, are necessary,

   (b) develop and implement appropriate plans of action to correct identified quality deficiencies, and

   (c) regularly review and analyze data, including data collected under the QAPI Program and data resulting from drug regimen reviews, and act on available data to make improvements.

   Having a designee does not change or absolve Medical Director from the responsibility to fulfill Medical Director's role as a member of the Quality Assessment and Assuance Committee, or Medical Director's responsibility for overall medical care in the Facility.

6. Assist in the development of educational programs for Facility staff and other professionals.

7. Work with the Facility's clinical team to provide surveillance and develop policies to prevent the potential infection of residents.

8. Cooperate with Facility staff to establish policies for assuring that the rights of individuals (residents, staff members, and community members) are respected.

9. Support and promote person-directed care such as the formation of advance directives, end-of-life care, and provisions that enhance resident decision-making, including choice regarding medical care options.

10. Identify performance expectations and facilitate feedback to physicians and other health care practitioners regarding their performance and practices.

11. Discuss and intervene, as appropriate, with a health care practitioner regarding medical care that is inconsistent with current standards of care.

12. Assist in developing systems to monitor the performance of the health care practitioner include mechanisms for communicating and resolving issues relate to medical care and ensuring that other licensed practitioners (e.g., nurse practitioners" who may perform physician-delegated tasks act within the regulatory requirement and within the scope of practice as defined by applicable State law.

13. Provide physician input and medical decision support to the Administrator, Director of Nursing, and governing body of the Facility.

Attachment 7
Draft Lease

LEASE

THIS LEASE ("**Lease**") is made effective as of the ___ day of June, 2023 by and between **WA3 OP TALBOT LLC**, a Delaware limited liability company ("**Landlord**"), and **AURORA DIALYSIS OF RENTON LLC,** a Delaware limited liability company ("**Tenant**").

W I T N E S S E T H:

In consideration of the mutual covenants and promises of the parties, it is agreed as follows:

1. PROPERTY. Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, those certain premises known as _____ (the "**Premises**") and being part of the property known as 4430 Talbot Road South, Renton, Washington 98055; which premises for purposes of this Lease are deemed to containing _____ rentable square feet, as more particularly depicted on **Exhibit A** attached hereto, together with all existing improvements, equipment, systems, common areas, parking areas, furniture, and fixtures currently located thereon (the "**Property**").

2. TERM. The initial term of this Lease (the "**Initial Term**") shall be five (5) years, commencing on _____, 2023 (the "**Commencement Date**"), and expiring on the date that is five (5) years thereafter. The tenancy created under this Lease shall continue thereafter on a month-to-month basis until either party gives the other party thirty (30) days prior written notice of termination; in which event this Lease shall terminate at the end of the calendar month following the expiration of said 30- day notice period.

3. RENT.

(a) Commencing on the Commencement Date and continuing on the first day of each calendar month thereafter the Tenant shall pay the Landlord "**Basic Rent**" in the amount Two and 09/100 Dollars ($2.09) per square foot. Whenever under the terms of this Lease any sum of money shall be required to be paid by Tenant to Landlord in addition to the annual basic rent herein reserved, whether or not such sum is herein designated as additional rent or provision is made for the collection of said sum as additional rent, said sum, nevertheless, shall be deemed to be "**Additional Rent**." All Basic Rent and Additional Rent required to be paid hereunder shall be paid without prior demand and without any setoff, abatement or deduction of any kind, nature and description, and shall be sent to Landlord at c/o Goldner Capital Management LLC, 525 Chestnut Street, Suite 102, Cedarhurst, New York 11516, Attention: Gabriel Mayer, or such other address as Landlord may direct. If any installment of annual basic rent or any amount of Additional Rent, or both, is not paid within ten (10) days after the same is due, Tenant shall pay to Landlord, in addition to the annual basic rent and/or Additional Rent due, a late charge equal to five percent (5%) of the past-due amount.

(b) On each anniversary of the Commencement Date, the Basic Rent shall increase by two percent (2%).

4. USE. The Property shall be used for the sole purposes of office space and uses ancillary thereto and for no other purposes.

5. TAXES. Landlord shall pay all real estate taxes and assessments on the Property. Tenant shall pay all taxes on Tenant's personal property.

6. UTILITIES. Landlord shall provide all utilities to the Premises, including, without limitation, electrical service and water (the "**Services**"). Landlord shall not be responsible for any interruption, impairment or failure in the supply of any Services to the Property.

7. EXISTING CONDITION OF PREMISES. Tenant accepts the Premises in "AS IS, WHERE IS, WITH ALL FAULTS" condition, and Landlord shall not be required to make any repairs or improvements, except as set forth in Section 9. Any work needed to outfit the Premises for use by Tenant shall be performed by Tenant, at its sole expense, in accordance with the provisions of Section 8.

8. ALTERATIONS. Tenant shall not make any structural or exterior improvements, renovations, alterations, changes, replacements or additions in or to the Property or the improvements without the prior written consent of Landlord in each instance first obtained. Tenant may make non-structural, interior improvements with Landlord's consent, which shall not be unreasonably withheld. All work and installations shall be performed by Tenant at its own expense. Tenant agrees that all such work shall be done in a good and workmanlike manner, that the structural integrity of the improvements shall not be impaired, and that no liens shall attach to the Property by reason of such work.

9. MAINTENANCE. During the lease term, Tenant shall: (a) keep and maintain or cause to be kept and maintained in sound repair and good condition, reasonable wear and tear excepted, the interior and non-structural exterior portions of the improvements, (b) make or cause to be made any and all necessary replacements to the improvements with materials of kind and quality similar or better to the materials used in the improvements as of the Commencement Date, (c) use all reasonable precautions to prevent waste, damage and injury to the improvements, (d) not permit undue accumulations of garbage, trash or other refuse in the Premises or at the Property and (e) operate and maintain the Premises in a clean, safe and legal manner consistent with the uses as described in Section 4. Landlord shall not be obligated to make any improvements, repairs, alterations or replacements in or to the improvements during the lease term, unless Tenant provides notice to Landlord of the necessity for such repairs. In the event Tenant fails to perform any of its maintenance obligations or fails to comply with any of its operational covenants under this Lease, Landlord may, without notice to Tenant, perform such obligations or cause Tenant to be in compliance with such covenants, and all costs incurred by Landlord in connection therewith shall be payable by Tenant to Landlord on demand. The failure of Tenant to so perform or to so comply shall be a default hereunder, thereby entitling Landlord to the remedies set forth in Section 17. Notwithstanding the foregoing, the Landlord shall keep and maintain, or cause to be kept and maintained, in sound repair and good condition, reasonable wear and tear excepted, the exterior structural portions, gutters and downspouts, walls, floors, roof and the foundation of the improvements, and the parking lot located on the Property, including the periodic cleaning of trash therefrom; provided, that the Landlord shall not be required to repave the parking lot. In addition, the Landlord shall provide snow and ice removal for common areas, lawn maintenance, and light housekeeping, as and when reasonably necessary at Landlord's sole cost and expense.

10. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease by operation of law or otherwise, in whole or in part, or sublease all or any portion of the Premises without the prior written consent of Landlord, which consent may be withheld in Landlord's reasonable discretion.

11. INDEMNIFICATION BY TENANT. Tenant shall indemnify and save Landlord harmless from and against any and all liabilities, claims, actions, damages, losses, costs, expenses, suits, penalties or judgments, including but not limited to litigation and court expenses and reasonable attorneys' fees, arising from injury to person or property sustained by anyone in or on the Premises or the Property, resulting from any acts or omissions of Tenant, or of Tenant's agents, employees, contractors, subtenants or invitees. Tenant, at its sole expense, shall defend any and all such suits or actions (just or unjust) which may be brought against Landlord, or in which Landlord may be impleaded with others upon any of the above-mentioned matter, claim or claims. Landlord shall not be responsible or liable for any damage or injury to any persons, at any time in or on the Property, including any damage, loss, cost, expense or injury to Tenant or to any of Tenant's agents, employees, contractors, invitees, or subtenants, unless caused by Landlord's willful misconduct or gross negligence. Landlord shall not be liable for any claims or demands of any kind by reason of or resulting from damage or injury to persons or property of Tenant or any other party, directly or indirectly caused by (a) dampness, water, rain or snow, in any part of the improvements or in any part of any other property of Landlord or of others and/or (b) falling plaster, steam, gas, electricity, or any leak or break in any part of the improvements or from any pipes, appliances or plumbing or from sewers or the street or subsurface or from any other place or any part of any other property of Landlord or of others or in the pipes of the plumbing or heating facilities thereof, unless due to the negligence and willful misconduct of Landlord. The provisions contained in this Section 11 shall survive the expiration or sooner termination of this Lease.

12. INSURANCE.

(a) At all times during the lease term, Tenant shall carry and maintain, at its sole expense:

(i) commercial general liability insurance, including insurance against assumed or contractual liability under this Lease against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto, to afford protection with limits of not less than:

$1,000,000 Per Occurrence and General Aggregate
$100,000 Fire Legal

(ii) worker's compensation or similar insurance in form and amounts required by law; and

(b) Tenant shall require any contractor of Tenant performing work on the improvements to carry and maintain, at no expense to Landlord, insurance in amounts and forms as then required by Landlord.

(c) The company or companies writing any insurance which Tenant and Tenant's contractor are required to carry and maintain pursuant to this Lease must be reputable companies licensed to do business in the State of Ohio and must be acceptable to Landlord. A copy of each policy, and an original certificate or binder thereof, shall be deposited with Landlord by Tenant promptly upon commencement of Tenant's obligation to procure the same and shall be subsequently redeposited at least twenty (20) days prior to the expiration of any then current policy. If Tenant shall fail to perform any of its obligations under this Section 12, Landlord shall have the right but not the obligation to perform the same and the cost of the same shall be deemed Additional Rent and shall be immediately due and payable upon Landlord's demand.

(d) Notwithstanding anything to the contrary contained in this Lease, Landlord and Tenant waive all rights to recover against each other for any loss, damage, or expense arising from any cause (even if such loss, damage, or expense is the result of the negligence of such party, or its invitees, agents, or employees), provided that Landlord shall be entitled to recover the amount of any deductible under its property damage insurance from Tenant. Neither Landlord nor Tenant shall be liable to each other or any insurance company (by way of subrogation or otherwise) which insures any such losses, damages or expenses. Tenant shall cause its insurer to issue appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with the Premises or the Property, and Tenant shall deliver to Landlord promptly after the date hereof, adequate written proof (for example, a policy and certificate of insurance with attached endorsement) of the issuance of the foregoing.

13. DESTRUCTION. In the event that at any time during the lease term the improvements shall be wholly or partially damaged or destroyed by fire, the elements, accident or other casualty, then Landlord shall have the right, at its sole election, to either terminate the Lease, or cause those parts of the improvements to be repaired, replaced or rebuilt so that upon the completion of such repairs, restoration or rebuilding the improvements shall be in substantially the same or better condition as existed immediately prior to the occurrence of such casualty. Basic Rent and Additional Rent shall abate during the period of any reconstruction by Landlord.

14. CONDEMNATION. If the whole of the Property shall be taken for any public or quasi-public use or by right of eminent domain or by purchase in lieu thereof, or if such a substantial part of the Property is taken (or purchased in lieu thereof) which shall result in the portion of the Premises or the Property remaining being unsuitable for the use required in Section 4, then this Lease shall automatically terminate as of the date that possession is delivered to, or title vests in, the condemning authority. In the event of a partial taking (or purchase in lieu thereof) of the Property such that the part not so taken (or purchased in lieu thereof) is suitable for the use required in Section 4, this Lease shall remain in full force and effect with a reasonable abatement or reduction of rent, which abatement or reduction shall be in proportion to the amount of the Property or Premises taken. Landlord shall have the sole right to negotiate with the taking authority and to conduct and settle all litigation connected with the taking, and to receive all proceeds therefrom. Tenant shall not be entitled to any portion of the award paid by the taking authority.

15. MECHANICS' LIENS AND OTHER LIENS. No mechanics' or other lien shall be allowed against the estate of Landlord. Tenant shall pay promptly all persons furnishing labor or materials with respect to any work performed by Tenant or its contractor in or about the Premises. If an action shall be commenced to establish a mechanics' lien against the Property by reason of any labor, material or service furnished or alleged to have been furnished to Tenant or for any change, alteration or repair to the Premises made by Tenant, Tenant shall, at its sole expense, cause such lien to be discharged of record by payment or bond satisfactory to Landlord within thirty (30) days after such notice or commencement of action.

16. ACCESS TO PREMISES. Landlord and Landlord's agents, servants, employees and licensees shall have the right, upon twenty-four (24) hours' prior notice to Tenant or its manager or employee (except in the event of an emergency, in which case no notice is required) to enter upon the Premises at all reasonable times to examine the Premises (as well as to conduct any investigations with respect to the Property as Landlord determines are necessary in its sole and absolute discretion) and to exhibit the Premises to prospective purchasers, mortgagees, tenants or other interested parties;

provided that Landlord shall use reasonable efforts not to interfere with any business being conducted by the Tenant at the time of such entry.

17. DEFAULTS AND REMEDIES.

(a) The following occurrences shall be "**Events of Default**" or individually an **"Event of Default"**: (i) the failure of Tenant to pay any installment of Basic Rent or Additional Rent or other sums due to Landlord hereunder within ten (10) days after receipt of Notice from Landlord that the same is due and payable; (ii) Tenant's failure to perform or comply with any of the other terms, covenants, conditions and agreements herein contained on Tenant's part to be kept or performed and the continuance of such failure without the curing of the same for a period of thirty (30) days after receipt by Tenant of notice in writing from Landlord specifying the nature of such failure, and provided Tenant shall not cure said failure as provided in subsection 17(b); (iii) the filing of a voluntary or involuntary petition proposing the adjudication of Tenant as a bankrupt or an insolvent or proposing an arrangement by Tenant with its creditors; (iv) the appointment of a receiver or trustee for the business or property of Tenant, unless such appointment is vacated within sixty (60) days after the entry; and (v) the occurrence of any other event described as constituting a default elsewhere in this Lease.

(b) In the event that Landlord shall give notice of a default under Section 17(a)(ii) that is of such a nature that it cannot be cured within the 30-day period provided for therein, then such default shall not be deemed to continue so long as Tenant, after receiving such notice, begins to cure the default within said 30-day period and diligently continues to take all steps necessary to complete the same within a period of time which, under all prevailing circumstances, is reasonable.

(c) Upon the occurrence of an Event of Default, Landlord, with notice to Tenant in any instance, may avail itself of any legal or equitable remedy.

Any costs and expenses incurred by Landlord (including, without limitation, court costs and reasonable attorneys' fees) in enforcing any of its rights or remedies under this Lease shall be deemed to be Additional Rent and shall be repaid to Landlord by Tenant upon demand. To the extent permitted by law, Tenant hereby expressly waives any and all rights of redemption which Tenant may have under any current or future laws in the event Tenant is evicted or dispossessed for any reason. If this Lease is terminated by Landlord, Tenant nevertheless shall remain liable for any Basic Rent and damages which may be due or sustained prior to such termination, all reasonable costs, fees and expenses including, but not limited to, reasonable attorneys' fees, costs and expenses incurred by Landlord in pursuit of its remedies hereunder, and all consequential damages to Landlord for Tenant's failure to surrender the Premises in accordance with the provisions of this Lease (and this clause shall survive the termination of this Lease).

18. COMPLIANCE WITH LAWS. During the lease term, Tenant, at its sole expense, shall promptly observe and comply with all statutes, laws, ordinances, requirements, orders, directives, rules and regulations of federal, state and local governmental agencies and of all other authorities (governmental, regulatory or other) affecting the Property, the use thereof (including zoning laws) the improvements or appurtenances thereto or any part thereof, whether the same are in force on the Commencement Date or may in the future be passed, enacted or directed, and Tenant shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims and demands, including reasonable attorneys' fees, that may in any manner arise out of or be imposed because of the failure of Tenant to comply with the covenants of this Section 18. All licenses, fees and charges relating to

the Premises and/or Tenant's use of the Premises shall be the sole responsibility of Tenant. Tenant shall make any and all improvements, whether structural, unforeseen, unusual or extraordinary, which are required by such governmental agencies or other authorities, provided that Tenant obtains the prior written consent of Landlord before making such improvements, which consent shall not be unreasonably withheld or unduly delayed. If the Premises or the Property does not currently comply with the Americans with Disabilities Act, then the Landlord shall, at its sole cost, bring the Property and/or the Premises into compliance within thirty (30) days after being notified in writing by the Tenant of such non-compliance.

19. SIGNS. All sign permits, if required by the governing jurisdictions, must be acquired by Tenant, at Tenant's sole expense, prior to erection of any sign, placard or the like. Tenant shall not erect any sign on the exterior of the building without Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion.

20. TENANT HOLDING OVER. This Lease and the tenancy hereby created shall cease and terminate at the expiration of the lease term, without the necessity of any notice of termination from either Landlord or Tenant, and Tenant agrees that Landlord shall be entitled to the benefit of any law respecting summary recovery of possession of the Property from a tenant holding over to the same extent as if statutory notice were given. If Tenant occupies the Property after the expiration or sooner termination of this Lease, Tenant shall hold the Property as a tenant from month to month, subject to all the other terms and conditions of this Lease, at a monthly Basic Rent equal to double the monthly installment of the annual Basic Rent then payable under this Lease, but such payment of monthly Basic Rent shall not create any lease arrangement whatsoever between Landlord and Tenant. During such period, Landlord shall retain all of Landlord's rights under this Lease and shall be entitled to the benefit of any law respecting summary recovery of possession of the Property from a tenant holding over. If the Property is not surrendered at the expiration or sooner termination of this Lease, then Tenant shall be liable to Landlord for any losses, costs or expenses resulting from failure, and shall indemnify, defend and hold Landlord harmless against all loss, claim, expense or liability resulting from the delay by Tenant in so surrendering the Property, including, without limitation, any claims made by any succeeding occupant founded on such delay. Tenant's obligations under this Section shall survive the expiration of the lease term (including Renewal Term(s)) or the earlier termination of this Lease.

21. SUBORDINATION. This Lease and all of the rights of Tenant hereunder are and shall be subject and subordinate to the lien of any mortgage, deed of trust or other security instrument now or hereafter placed by Landlord on the Property or any part thereof. Such subordination shall be automatic, without the execution of any further subordination agreement by Tenant.

22. HAZARDOUS WASTES. Tenant shall (a) not engage in any activity on, above, or under the Property which will result in any "hazardous materials contamination" (defined herein) to the Property, (b) immediately give notice to Landlord upon acquiring knowledge of the presence of any "hazardous waste" or "hazardous substance" or "hazardous material" (as those terms are defined herein) in the Premises or on the Property or any hazardous materials contamination with a complete description thereof, (c) comply with laws requiring the removal, treatment or disposal of any hazardous materials contamination caused by Tenant and provide Landlord with satisfactory evidence of such compliance, (d) discharge any lien which may be established on the Property as a result thereof, and (e) defend, indemnify and hold harmless Landlord, its officers, directors, shareholders, partners, members and mortgagee, if any, from any and all claims, losses, costs, damages or expenses, including but not limited to reasonable attorneys' fees and court costs, which

may be asserted as a result of the presence of any hazardous substance or hazardous waste or hazardous material on the Property or any hazardous materials contamination due to any actions by Tenant or any of its agents, employees, contractors, invitees, assignees, subtenants, officers, directors or shareholders from and after the Commencement Date. "**Hazardous materials contamination**" means the contamination of the Property, facilities, soil, ground water, air, or other elements on, or off, any other property as a result of any hazardous substance or hazardous waste or hazardous material at any time emanating from the Property. The term "**hazardous waste**" as used herein shall have the same meaning as defined in the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder. The term "**hazardous substance**" as used herein shall have the same meaning as defined in: (a) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended form time to time, and regulations promulgated thereunder, and/or any Environment Article of the Ohio Revised Code, as amended. The term "**hazardous material**" as used herein shall mean any material or substance that, whether by its nature or use, is subject to regulation under any present or future law, ordinance, rule, regulation, order or directive, addressing environmental health or safety issues, of or by any federal, state or local government or governmental agency (collectively "**Environmental Requirements**").

23. NOTICES. All notices, demands, requests, approvals and consents (individually referred to as a "**Notice**" and collectively referred to as "**Notices**") required or permitted under this Lease shall be in writing and shall be either (i) personally delivered with signed receipt, (ii) sent by first class certified mail, return receipt requested, postage prepaid, or (iii) sent by a nationally-recognized, overnight courier, and addressed if to Landlord at c/o Goldner Capital Management LLC, 525 Chestnut Street, Suite 102, Cedarhurst, New York 11516, Attention: Gabriel Mayer; or if to Tenant at the Premises. Each notice given by certified mail shall be deemed delivered and effective two (2) business days after the same is deposited in the U.S. mails, and each notice delivered in any other manner shall be deemed to be effective on the date of actual delivery thereof.

24. MISCELLANEOUS.

(a) Failure of Landlord to complain of any act or omission on the part of Tenant, no matter how long the same may continue, shall not be deemed to be a waiver by Landlord of any of its rights hereunder. No waiver by Landlord at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision.

(b) No receipt and retention by Landlord of any payment tendered by Tenant in connection with this Lease will give rise to, support or constitute an accord and satisfaction, notwithstanding any accompanying statement, instruction or other assertion to the contrary. Landlord may receive and retain, absolutely and for itself, any and all payments so tendered, notwithstanding any accompanying instructions by Tenant to the contrary.

(c) Landlord and Tenant warrant and represent to each other that in negotiating this Lease they have had no dealings with any real estate firm, salesman or broker. Landlord shall defend, indemnify and save harmless Tenant from any claim for commissions or brokerage fees made by any other real estate firm, salesman, or broker asserting that it dealt with Landlord regarding this Lease. Tenant shall defend, indemnify and save harmless Landlord from any claim for commissions or brokerage fees made by any other real estate firm, salesman, or broker asserting that it dealt with Tenant regarding this Lease.

(d) Time is of the essence with respect to the performance of the obligations of this Lease by the parties hereto.

(e) This Lease represents the final understanding of Landlord and Tenant as to all matters included herein, and supersedes all prior written or oral agreements of the parties on matters covered herein. No oral statement or prior written matter shall have any force or effect. Tenant agrees that there are no promises, representations or warranties other than those expressly contained in this Lease. This Lease shall not be modified or cancelled except by a writing executed by both parties.

(f) This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Ohio.

(g) This Lease and the covenants, terms and conditions contained herein shall inure to the benefit of and be binding on Landlord and its successors and assigns, provided that if Landlord shall transfer title to the Property, by operation of law or otherwise, Landlord shall be relieved of all covenants and obligations hereunder upon completion of such sale or transfer, and it shall be considered that the transferee has assumed and agreed to carry out all of the obligations of Landlord hereunder. This Lease and the covenants, terms and conditions contained herein shall be binding on and inure to the benefit of Tenant and their heirs, personal representatives and permitted assigns.

(h) Landlord and Tenant hereby agree that both parties were equally influential in preparing and negotiating this Lease, and each had the opportunity to seek the advice of legal counsel prior to the execution of this Lease. Therefore, Landlord and Tenant agree that no presumption should arise construing this Lease more unfavorably against any one party.

(i) **LANDLORD AND TENANT HEREBY MUTUALLY WAIVE ANY AND ALL RIGHTS WHICH EITHER MAY HAVE TO REQUEST A JURY TRIAL IN ANY ACTION, PROCEEDING OR COUNTERCLAIM AT LAW OR IN EQUITY IN ANY COURT OF COMPETENT JURISDICTION ARISING OUT OF THIS LEASE OR TENANT'S OCCUPANCY OF OR RIGHT TO OCCUPY THE PROPERTY. TENANT FURTHER AGREES THAT IN THE EVENT LANDLORD COMMENCES ANY SUMMARY PROCEEDING FOR NONPAYMENT OF BASIC RENT OR POSSESSION OF THE PROPERTY, TENANT WILL NOT, AND HEREBY WAIVES, ALL RIGHT TO INTERPOSE ANY COUNTERCLAIM OF WHATEVER NATURE IN ANY SUCH PROCEEDING. TENANT FURTHER WAIVES ANY RIGHT TO REMOVE SAID SUMMARY PROCEEDING TO ANY OTHER COURT OR TO CONSOLIDATE SAID SUMMARY PROCEEDING WITH ANY OTHER ACTION, WHETHER BROUGHT PRIOR OR SUBSEQUENT TO THE SUMMARY PROCEEDING.**

(k) Notwithstanding anything to the contrary contained in this Lease, it is agreed and understood that Tenant shall look solely to the interest of Landlord in the Property for the enforcement of any judgment (or other judicial decree) requiring the payment of money by Landlord to Tenant by reason of any default or breach by Landlord in the performance of its obligations under this Lease, it being agreed hereby that no other assets of Landlord shall be subject to levy, execution, attachment or other such legal process for the enforcement or satisfaction of the remedies pursued by Tenant in the event of such default or breach. No personal judgment shall lie against Landlord. This provision, which shall inure to Landlord's successors and assigns including any Mortgagee, is not intended to relieve Landlord from the performance of any of Landlord's

obligations under this Lease, but only to limit the personal liability of Landlord in case Tenant obtains a judgment against Landlord.

IN WITNESS WHEREOF, the parties hereto have executed this Lease under seal on the date first above written.

LANDLORD:

WA3 OP TALBOT LLC,
a Delaware limited liability company

By:_____
Name: Samuel Goldner
Title: Authorized Person

TENANT:

AURORA DIALYSIS OF RENTON LLC,
a Delaware limited liability company

By: _____
Name: Samuel Goldner
Title: Authorized Person

EXHIBIT A

PREMISES DEPICTION

Attachment 8
King County Assessor Information

Department of Assessments

201 South Jackson Street, Room 708
Seattle, WA 98104

Office Hours: Mon - Fri 8:30 a.m. to 4:30 p.m.

TEL: 206-296-7300
FAX: 206-296-5107
TTY: 206-296-7888

Send us mail

- New Search
- Property Tax Bill
- Map This Property
- Glossary of Terms
- Area Report
- Property Detail

PARCEL

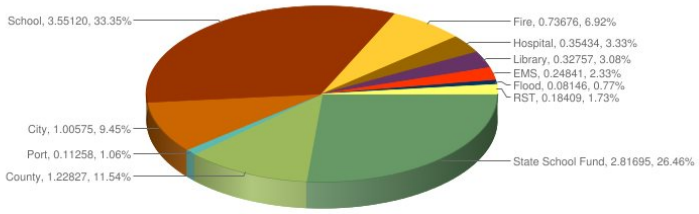
Parcel Number	312305-9010
Name	WA3 PROPERTIES TALBOT LLC
Site Address	4430 TALBOT RD S 98055
Legal	W 1/2 OF SE 1/4 OF NE 1/4 LESS N 495 FT LESS S 10 AC LESS CO RD

BUILDING 1

Year Built	1969
Building Net Square Footage	40767
Construction Class	MASONRY
Building Quality	AVERAGE
Lot Size	101011
Present Use	Nursing Home
Views	No
Waterfront	

TOTAL LEVY RATE DISTRIBUTION

Tax Year: 2022 **Levy Code:** 2100 **Total Levy Rate:** $10.64738 **Total Senior Rate:** $5.60289



52.53% Voter Approved

Click here to see levy distribution comparison by year.

TAX ROLL HISTORY

Valued Year	Tax Year	Appraised Land Value ($)	Appraised Imps Value ($)	Appraised Total ($)	Appraised Imps Increase ($)	Taxable Land Value ($)	Taxable Imps Value ($)	Taxable Total ($)
2021	2022	1,818,100	3,017,800	4,835,900	0	1,818,100	3,017,800	4,835,900
2020	2021	1,818,100	3,063,900	4,882,000	0	1,818,100	3,063,900	4,882,000
2019	2020	1,818,100	1,646,900	3,465,000	0	1,818,100	1,646,900	3,465,000
2018	2019	1,717,100	2,893,600	4,610,700	0	1,717,100	2,893,600	4,610,700
2017	2018	1,666,600	3,103,100	4,769,700	0	1,666,600	3,103,100	4,769,700
2016	2017	1,666,600	2,949,300	4,615,900	0	1,666,600	2,949,300	4,615,900
2015	2016	1,666,600	3,103,100	4,769,700	0	1,666,600	3,103,100	4,769,700
2014	2015	1,616,100	2,994,600	4,610,700	0	1,616,100	2,994,600	4,610,700
2013	2014	1,616,100	2,799,700	4,415,800	0	1,616,100	2,799,700	4,415,800
2012	2013	1,616,100	2,421,000	4,037,100	0	1,616,100	2,421,000	4,037,100
2011	2012	1,616,100	2,633,900	4,250,000	0	1,616,100	2,633,900	4,250,000
2010	2011	1,666,600	2,540,700	4,207,300	0	1,666,600	2,540,700	4,207,300
2009	2010	1,666,600	3,131,800	4,798,400	0	1,666,600	3,131,800	4,798,400
2008	2009	1,666,600	3,665,000	5,331,600	0	1,666,600	3,665,000	5,331,600
2007	2008	1,414,100	3,704,200	5,118,300	0	1,414,100	3,704,200	5,118,300
2006	2007	1,111,100	2,983,500	4,094,600	0	1,111,100	2,983,500	4,094,600
2005	2006	1,010,100	2,743,300	3,753,400	0	1,010,100	2,743,300	3,753,400
2004	2005	808,000	2,945,400	3,753,400	0	808,000	2,945,400	3,753,400
2003	2004	808,000	2,263,000	3,071,000	0	808,000	2,263,000	3,071,000
2002	2003	808,000	2,263,000	3,071,000	0	808,000	2,263,000	3,071,000

Reference Links:

- King County Taxing Districts Codes and Levies (.PDF)
- King County Tax Links
- Property Tax Advisor
- Washington State Department of Revenue (External link)
- Washington State Board of Tax Appeals (External link)
- Board of Appeals/Equalization
- Districts Report
- iMap
- Recorder's Office

Scanned images of surveys and other map documents

2001	2002	808,000	2,503,300	3,311,300	0	808,000	2,503,300	3,311,300
2000	2001	808,000	2,503,300	3,311,300	0	808,000	2,503,300	3,311,300
1999	2000	808,000	2,082,500	2,890,500	0	808,000	2,082,500	2,890,500
1998	1999	606,100	4,767,100	5,373,200	0	606,100	4,767,100	5,373,200
1997	1998	0	0	0	0	606,100	4,914,900	5,521,000
1996	1997	0	0	0	0	606,100	4,212,700	4,818,800
1994	1995	0	0	0	0	606,100	3,224,900	3,831,000
1992	1993	0	0	0	0	505,000	3,130,300	3,635,300
1990	1991	0	0	0	0	328,200	3,148,100	3,476,300
1988	1989	0	0	0	0	303,000	2,967,500	3,270,500
1986	1987	0	0	0	0	308,200	2,013,400	2,321,600
1984	1985	0	0	0	0	277,700	1,813,900	2,091,600
1982	1983	0	0	0	0	222,200	1,870,000	2,092,200

Updated: June 24, 2021

Information for... **Do more online**
Get help

Attachment 9
Equipment List

Aurora Dialysis of Renton

Equipment List

IV Harloff 6401 6 drawer Crash Cart	1	6004365 RED
Reclining Chairs	7	Champion 65 Series T56 Grey
Bariatric	1	Champion 66 Series T56 Grey
Chairs	9	HON Solve HONSVM1ALC10TK
Chairs (reception)	2	Lesro Amherst Steel K2801G7
		Thimble Back + Shears seat
Desks (office) 60" Double Pedestal	3	Hp3262 Grey (light top)
Wire Shelving	2	36" 4 Shelf 74" high
NUMBERS,VNYL,HLVCTA,1",BK 20 3.99 79.80	6	CHA01130
Two-Sided Signs, No Smoking/No Fumar, 8 x 12, Red 1 7.25 7.25	1	COS098068
LED Flashlight Pack, 1 D Battery, Blue 3 6.09 18.27	1	DCY412594
SHREDDER,SB99CI,INELSHRD 1 349.00 349.00	1	FEL3229901
PUNCH,3 HOLE,GEL,PD,30SHT 1 39.99 39.99	1	MATMP40
DOLLY, TRIPLE TROLLEY 1 174.99 174.99	2	RCP440000
HOOK,3 NAIL HEAD COAT, SAM 5 41.94 209.70	2	SAF4201
HOOK,6 NAIL HEAD COAT, SAM 3 76.99 230.97	2	SAF4202
BOX,SUGGESTION,CHY 1 67.95 67.95	1	SAF4236CY
ORGANIZER,LIT,12 COMMP,GY 1 96.99 96.99	1	STX61601U01C
STAPLER,HVYDTY,GY/BK 1 38.95 38.95	1	SWI39005
BOARD,BULLETIN,24X36,AL 1 18.98 18.98	1	UNV43613
RACK,COMP,CNTR,YL 1 84.75 84.75	1	LMTH121370
CLOCK,WALL,QUARTZ,AM 8 34.76 278.08	8	MIL625-450
BOARD,VINYL36X48,SAM 2 338.75 677.50	1	GHEPA23648VX181
10lb test weight with grip handle 1 79.95 79.95	1	12828
CHAIR STOOL BLACK 16" DIA. WITH 5 WHEELS 7 67.60 473.20	3	VSWOBBK
Mov-it Elite Chart Rack: Series I 1 904.40 904.40	1	R01350F-00
Elite Series Chart Rack Wires - 15 Pack 3 29.84 89.52	3	799915
S/O 3" Grey 3 Ring Titan Poly Molded Binder - Microban 60 15.88 952.80	36	M80370R3
MISC Commercial Cool Single Door Fridge & Freezer 4.5 C Ft,	1	
MISC Westinghouse Microwave, 700 Watt 1 68.00 68.00	1	
Utility shelf cart	2	9T66
Lobby Waste Can Lid	1	RCP267200GY
Waste can (lobby)	1	RCP354600GY
Waste Can Stepon Hazardous	5	1883570
Waste General Can (grey/sand)	10	FG254300GRAY
Waste General stepon General Waste	6	1883606
Refrigerator Thermometers	4	PELR80DC
Waste Can Dolly (central)	3	RCP264000BK
Waste Can Funnel Hazardous - Central	3	Brute 3543
Waste Cans Hazardous (Red central Waste)	3	RCP2632RED

Magazine wall rack	1	DEF56801
Waste Cans (Grey Central Waste)	3	RCP263200GY
Nikon Camera	1	26518
Scandisk Card 16gb	1	DSDUNC-016G
Hand Sanitizer Dispenser	12	
Privacy Screens (mobile) 3 screen	3	13508
Plastic Skids 3x2	4	50191
Plastic Colander / Strainer	2	12560
Graduated Cylinder 100ml	2	77368
Drum Wrench	2	3469
Wide Mouth 1000ml Bottle	9	69105
Bio Hazard Sticker	5	B172291
Commercial Measuring Cup 2Qt	1	B1223853
Green Tote Lid	2	WBB709050
Green Tote Tray	2	WBB709047
Red Tote Bin	2	WBB709054
Red Tote Lid	2	WBB709048
Clear Tote Lid	2	WBB709056
Clear Tote Bin	2	WBB709057
Utility shelf cart	2	Ec11
Caution Tape	1	B1038668
Drum 55 gal Dolly	1	20BT
Drum 55 gallon Pump motor	1	Lutz 0030-010
55 Gallon Drum pump tube	1	Lutz 0110-201
Refrigerator (full size) 34.5x64	2	GTS17DTNRWW
Stethoscopes	4	647001-B
Blood Pressure Cuff (mobile aneroid)	2	298726
Oxygen Concentrator 5L	2	525140
Sharps Carts (8992H)	10	899200
Suction Machine/Aspirator	1	JB0112-016
Hoyer Lift	1	Same AS NH
AED + pads + case	1	Same AS NH
SDS Wall Mounted	2	
Wet Vac	1	
Phoenix system	2	36-00175
Cal Station	2	04-0023
Luxor MBS-DR-8S4L Double	2	LUMBSDR8S4L
Service Cart	2	8013A
Carboy With Stopcock, Polypropylene, 10-Liters	2	34051
Red Suitcase Spinner 26-30"	1	
Top Bottom Full Size refrigerator	2	Check Clean room Dimensions
Glove Box Holders triple box	10	GS-3030
IV Poles	3	
Lockers		Check Lounge dimensions
Copier Lease/scan/Fax options	1	
Time Clock	1	
Fresenius 2008T w/CDX + Blue Star + Bibag	9	