STATE OF WASHINGTON
DEPARTMENT OF SOCIAL AND HEALTH SERVICES
AGING AND LONG-TERM SUPPORT ADMINISTRATION
1200 Alder Street, Union Gap, WA 98903

ARGONNE INC
ARGONNE ADULT FAMILY HOME
1572 GRANT ROAD
EAST WENATCHEE, WA 98802

RE: ARGONNE ADULT FAMILY HOME License # 752273

Dear Provider:

This letter addresses Compliance Determination(s) 51809 (Completion Date 12/19/2024) and 49891 (Completion Date 11/12/2024).

The Department completed a follow-up inspection of your Adult Family Home on 12/19/2024 and found that you have corrected the violations listed in the Complaint report dated 11/12/2024. Your home is back in compliance as of 11/25/2024 with the cited requirements of the Washington Administrative Code or the Revised Code of Washington or both.

The Department found that deficiencies for the following licensing laws and regulations were corrected:
WAC 388-76-10540-1, WAC 388-76-10540-3, WAC 388-76-10540-4-a, WAC 388-76-10540-6, WAC 388-76-10540-2-a

The Department staff who did the on-site verification:
Brittney Shull, Community Complaint Investigator

If you have any questions, please contact me at (509)598-0182.

Sincerely,

Selena Clemons

Selena Clemons, Field Manager
Region 1, Unit C
Residential Care Services

STATE OF WASHINGTON
DEPARTMENT OF SOCIAL AND HEALTH SERVICES
AGING AND LONG-TERM SUPPORT ADMINISTRATION
1200 Alder Street, Union Gap, WA 98903

You are required to be in compliance at all times with all licensing laws and regulations to maintain your Adult Family Home license.

The department completed data collection for an unannounced on-site complaint investigation on 11/06/2024 and 11/07/2024 of:

ARGONNE ADULT FAMILY HOME
1572 GRANT ROAD
EAST WENATCHEE, WA 98802

This document references the following complaint number(s): 152485, 154475

The following sample was selected for review during the unannounced on-site visit: 2 of 6 current residents and 1 former residents.

The department staff that investigated the Adult Family Home:

Brittney Shull, Community Complaint Investigator

From:
DSHS, Aging and Long-Term Support Administration
Residential Care Services, Region 1 , Unit C
1200 Alder Street
Union Gap, WA 98903

As a result of the on-site visit(s), the department found that you are not in compliance with the licensing laws and regulations as stated in the cited deficiencies in the enclosed report.

Selena Clemons — Residential Care Services

11/12/2024 — Date

I understand that to maintain an Adult Family Home license, I must be in compliance with all the licensing laws and regulations at all times.

STATE OF WASHINGTON

DEPARTMENT OF SOCIAL AND HEALTH SERVICES

AGING AND LONG-TERM SUPPORT ADMINISTRATION

1200 Alder Street, Union Gap, WA 98903

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Residential Care Services

Date

I understand that to maintain an Adult Family Home license, I must be in compliance with all the licensing laws and regulations at all times.

Provider (or Representative) 11-25-24 Date

WAC 388-76-10540 Resident rights Disclosure of charges Notice requirements Deposits.

(1) If the adult family home requires an admission fee, deposit, prepaid charges, or any other fees or charges, by or on behalf of a person seeking admission, the home must include this information on the disclosure of charges form in writing in a language the resident understands prior to its receipt of any funds.

(2) The disclosure must include:

(a) A statement of the amount of any admissions fees, security deposits, prepaid charges, minimum stay fees, or any other fees or charges specifying what the funds are paid for and the basis for retaining any portion of the funds if the resident dies, is hospitalized, transferred, or discharged from the home;

(3) If the home does not provide the disclosures in subsection (1) of this section to the resident, the home must not keep the resident's security deposits, admission fees, prepaid charges, minimum stay fees, or any other fees or charges.

(4) If a resident dies, is hospitalized, or is transferred to another facility for more appropriate care and does not return to the home, the adult family home:

(a) Must refund any deposit or charges paid by the resident less the home's per diem rate for the days the resident actually resided, reserved, or retained a bed in the home regardless of any minimum stay policy or discharge notice requirements;

(6) The adult family home must provide the resident with any and all refunds due within thirty days from the resident's date of discharge from the home.

This requirement was not met as evidenced by:

Based on interview and record review, the Adult Family Home (AFH) failed to provide a disclosure of charges for 1 of 3 residents (Resident 1) and failed to issue a refund of the prepaid monthly service payment within 30 days after 1 of 1 former residents (Resident 1) passed away. This failure resulted in Resident 1's Representative (Collateral Contact 1) not receiving a refund within 30 days of discharge and placed future residents and their representatives at risk for financial exploitation.

Findings included...

Review of an undated and unsigned Disclosure of Charges did not show any specified charges or fees that would be retained in the event of a resident death.

Review of an undated and unsigned Admission Agreement did not show any specified

Provider (or Representative) Date

WAC 388-76-10540 Resident rights Disclosure of charges Notice requirements Deposits.

(1) If the adult family home requires an admission fee, deposit, prepaid charges, or any other fees or charges, by or on behalf of a person seeking admission, the home must include this information on the disclosure of charges form in writing in a language the resident understands prior to its receipt of any funds.

(2) The disclosure must include:

(a) A statement of the amount of any admissions fees, security deposits, prepaid charges, minimum stay fees, or any other fees or charges specifying what the funds are paid for and the basis for retaining any portion of the funds if the resident dies, is hospitalized, transferred, or discharged from the home;

(3) If the home does not provide the disclosures in subsection (1) of this section to the resident, the home must not keep the resident's security deposits, admission fees, prepaid charges, minimum stay fees, or any other fees or charges.

(4) If a resident dies, is hospitalized, or is transferred to another facility for more appropriate care and does not return to the home, the adult family home:

(a) Must refund any deposit or charges paid by the resident less the home's per diem rate for the days the resident actually resided, reserved, or retained a bed in the home regardless of any minimum stay policy or discharge notice requirements;

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Based on interview and record review, the Adult Family Home (AFH) failed to provide a disclosure of charges for 1 of 3 residents (Resident 1) and failed to issue a refund of the prepaid monthly service payment within 30 days after 1 of 1 former residents (Resident 1) passed away. This failure resulted in Resident 1’s Representative (Collateral Contact 1) not receiving a refund within 30 days of discharge and placed future residents and their representatives at risk for financial exploitation.

Findings included…

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Review of an undated and unsigned Admission Agreement did not show any specified

charges or fees that would be retained in the event of a resident death.

<Resident 1>

Review of Resident 1's record showed that there was no record of a signed Admission Agreement or signed Disclosure of Charges.

Review of Resident 1's Medication Admission Record (MAR) for June through August 2024 showed that the Resident 1 resided in the home [redacted]/2024 through [redacted]2024.

Review of Resident 1's receipts showed that Resident 1 and Collateral Contact 1 (CC1), Resident 1's representative, had paid $6,200 per month for [redacted], July, and [redacted] 2024.

On 10/24/2024 at 4:14PM, CC1 stated that Resident 1 was admitted to the AFH on [redacted]/2024. CC1 stated that they and Staff A, Provider, had a verbal agreement to pay $6,200 a month for the care and services of Resident 1. CC1 stated that Resident 1 was not capable of signing any paperwork and they were not alerted of any contracts or admission agreements that they should sign. CC1 stated that Resident 1 passed away on [redacted]/2024 and Staff A told them they would receive a refund of $3,000, after retaining 5 days per diem, but they had not received the refund and Staff A had stopped communicating with them.

On 11/06/2024 at 9:37AM, Staff A stated that they did not have a signed Admission Agreement or Disclosure of Charges for Resident 1 because they did not set up a meeting with CC1 to go over admission paperwork. Staff A stated that CC1 had been paying $6,200 a month, which equated to a $200 a day per diem rate. Staff A stated that they always keep 5 days per diem ($1,000) with an unexpected discharge, so they had therefore calculated the refund as $3,000 with a discharge date of 08/11/2024. Staff A was unable to provide a list of actual charges incurred due to the discharge of Resident 5 that warranted retaining $1,000 (5 days per diem) of the refund. Staff A lastly stated that they had not yet issued any refund (87 days after Resident 1 passed away) because they did not have funds available after multiple residents had discharged the last few months.

Attestation Statement

I hereby certify that I have reviewed this report and have taken or will take active measures to correct this deficiency. By taking this action, ARGONNE ADULT FAMILY HOME is or will be in compliance with this law and / or regulation on (Date) 11-25-24.

In addition, I will implement a system to monitor and ensure continued compliance with this requirement.

Res POA, [redacted], has cashed her refund of $4,000.00

charges or fees that would be retained in the event of a resident death.

<Resident 1>

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Review of Resident 1's receipts showed that Resident 1 and Collateral Contact 1 (CC1), Resident 1's representative, had paid $6,200 per month for [redacted], July, and [redacted] 2024.

On 10/24/2024 at 4:14PM, CC1 stated that Resident 1 was admitted to the AFH on [redacted]/2024. CC1 stated that they and Staff A, Provider, had a verbal agreement to pay $6,200 a month for the care and services of Resident 1. CC1 stated that Resident 1 was not capable of signing any paperwork and they were not alerted of any contracts or admission agreements that they should sign. CC1 stated that Resident 1 passed away on [redacted]/2024 and Staff A told them they would receive a refund of $3,000, after retaining 5 days per diem, but they had not received the refund and Staff A had stopped communicating with them.

On 11/06/2024 at 9:37AM, Staff A stated that they did not have a signed Admission Agreement or Disclosure of Charges for Resident 1 because they did not set up a meeting with CC1 to go over admission paperwork. Staff A stated that CC1 had been paying $6,200 a month, which equated to a $200 a day per diem rate. Staff A stated that they always keep 5 days per diem ($1,000) with an unexpected discharge, so they had therefore calculated the refund as $3,000 with a discharge date of 08/11/2024. Staff A was unable to provide a list of actual charges incurred due to the discharge of Resident 5 that warranted retaining $1,000 (5 days per diem) of the refund. Staff A lastly stated that they had not yet issued any refund (87 days after Resident 1 passed away) because they did not have funds available after multiple residents had discharged the last few months.

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In addition, I will implement a system to monitor and ensure continued compliance with this requirement.

Statement of Deficiencies	License # 752273	Compliance Determination # 49891
Plan of Correction	ARGONNE ADULT FAMILY HOME	Completion Date
Page 4 of 4	Licensee: ARGONNE INC	11/12/2024

Carlo
Provider (or Representative)

11-25-24
Date

Provider (or Representative) Date