STATE OF WASHINGTON
DEPARTMENT OF SOCIAL AND HEALTH SERVICES
AGING AND LONG-TERM SUPPORT ADMINISTRATION
PO Box 99250, Lakewood, WA 98496

09/23/2025

SILVER CREEK RETIREMENT & ASSISTED LIVING COMMUNITY LLC
SILVER CREEK RETIREMENT & ASSISTED LIVING COMMUNITY
3425 Boone Rd SE
SALEM, OR 97317

RE: SILVER CREEK RETIREMENT & ASSISTED LIVING COMMUNITY # 1793

Dear Administrator:

This letter addresses deficiencies occurring in the report(s) for: Compliance Determination(s) 66030 (Completion Date 09/23/2025) and 59614 (Completion Date 07/18/2025).

The Department completed a follow-up inspection of your Assisted Living Facility on 09/23/2025 and found no deficiencies.

The Department found that deficiencies for the following licensing laws and regulations were corrected:
RCW 70.129.030 Notice of rights and services -- Admission of individuals.

(4) The facility must inform each resident in writing in a language the resident or his or her representative understands before admission, and at least once every twenty-four months thereafter of: (a) Services, items, and activities customarily available in the facility or arranged for by the facility as permitted by the facility's license; (b) charges for those services, items, and activities including charges for services, items, and activities not covered by the facility's per diem rate or applicable public benefit programs; and (c) the rules of facility operations required under RCW 70.129.140 (2). Each resident and his or her representative must be informed in writing in advance of changes in the availability or the charges for services, items, or activities, or of changes in the facility's rules. Except in emergencies, thirty days' advance notice must be given prior to the change. However, for facilities licensed for six or fewer residents, if there has been a substantial and continuing change in the resident's condition necessitating substantially greater or lesser services, items, or activities, then the charges for those services, items, or activities may be changed upon fourteen days' advance written notice.

The Department staff who did the On Site verification:

Carol Gijima, Community Compaint Investigator (NCI)

If you have any questions, please contact me at (253)442-3013.

Sincerely,

Laurie Anderson, Community Field Manager
Region 3, Unit D
Residential Care Services

Residential Care Services
Investigation Summary Report

Provider/Facility: SILVER CREEK RETIREMENT & ASSISTED LIVING COMMUNITY
License/Cert.#: 1793
Compliance Determination #: 59614
Investigator: Carol Gijima
Investigation Date(s): 05/14/2025 through 07/18/2025
Complainant Contact Date(s): 07/21/2025

Provider Type: Assisted Living Facility

Intake ID: 171317
Region/Unit #: RCS Region 3 / Unit D

Allegation(s):
1. Staff trying to give pain medication that resident had already taken
2. Food for residents left on the reception desk
3. Homeless people living in facility
4. Residents not informed of increased costs

Investigation Methods:

Sample:	Total residents: Resident sample size: 6 Closed records sample size:
Observations:	General environment Residents in their rooms Staff-to-resident interactions Resident behaviors
Interviews:	Residents including named resident Staff Collateral Contacts
Record Reviews:	Resident Characteristic Roster Resident assessments and negotiated service agreements including the records of the named resident Medication administration records (MAR) Staff records Staff progress notes Incident reports Resident financial records

Investigation Summary:
1. Per record review, interviews with residents and staff, there was not sufficient information to either support or refute this allegation.
2. Per record review, interviews with residents and staff, there was not sufficient information to either support or refute this allegation.
3. Per record review, interviews with resident's representative, collateral contacts,

and staff, facility followed procedure. No failed facility practice identified.
4. Per record review, interviews with residents, resident representatives and staff, the facility failed to ensure that residents and their representatives were informed of increases in service costs. The ALF demonstrated failed provider practice as documented in a Statement of Deficiencies dated 07/18/2025.

Conclusion / Action:

- [x] Failed Provider Practice Identified / Citation(s) Written
- [ ] Failed Provider Practice Not Identified / No Citation Written
- [ ] N/A

Residential Care Services
Investigation Summary Report

Provider/Facility: SILVER CREEK RETIREMENT & ASSISTED LIVING COMMUNITY
License/Cert.#: 1793
Compliance Determination #: 59614
Investigator: Carol Gijima
Investigation Date(s): 05/14/2025 through 07/18/2025
Complainant Contact Date(s): 07/21/2025

Provider Type: Assisted Living Facility

Intake ID: 173430
Region/Unit #: RCS Region 3 / Unit D

Allegation(s):
1. Food complaints
2. Hole in the wall not fixed
3. Residents not receiving proper care
4. Insufficient staff
5. Phone is tapped and has no privacy
6. Residents did not know why costs kept increasing

Investigation Methods:

Sample:	Total residents: Resident sample size: 6 Closed records sample size:
Observations:	General environment Residents in their rooms Staff-to-resident interactions Resident behaviors
Interviews:	Residents including named resident Staff Collateral Contacts
Record Reviews:	Resident Characteristic Roster Resident assessments and negotiated service agreements including the records of the named resident Medication administration records (MAR) Staff progress notes Incident reports Resident financial records

Investigation Summary:

1. Per record review, interviews with residents, residents' representatives and staff, facility followed procedure. No failed facility practice identified.
2. Per record review, interviews with residents, residents' representatives and staff, facility followed procedure. No failed facility practice identified.

3. Per record review, interviews with residents and staff, there was not sufficient information to either support or refute this allegation.
4. Per record review, interviews with residents and staff, there was not sufficient information to either support or refute this allegation. Facility is currently out of compliance for staffing. See Statement of Deficiency dated 05/29/2025.
5. Per record review, interviews with residents and staff, there was not sufficient information to either support or refute this allegation.
6. Per record review, interviews with residents, resident representatives and staff, the facility failed to ensure that residents and their representatives were informed of increases in service costs. The ALF demonstrated failed provider practice as documented in a Statement of Deficiencies dated 07/18/2025.

Conclusion / Action:

- [x] Failed Provider Practice Identified / Citation(s) Written
- [ ] Failed Provider Practice Not Identified / No Citation Written
- [ ] N/A

STATE OF WASHINGTON
DEPARTMENT OF SOCIAL AND HEALTH SERVICES
AGING AND LONG-TERM SUPPORT ADMINISTRATION
PO Box 99250, Lakewood, WA 98496

You are required to be in compliance at all times with all licensing laws and regulations to maintain your Assisted Living Facility license.

The department completed data collection for an unannounced on-site complaint investigation on 05/14/2025 and 07/18/2025 of:

SILVER CREEK RETIREMENT & ASSISTED LIVING COMMUNITY
17607 91ST AVENUE E
PUYALLUP, WA 98375

This document references the following complaint number(s): 171317, 173430

The following sample was selected for review during the unannounced on-site visit: 6 of 0 current residents and 0 former residents.

The department staff that investigated the Assisted Living Facility:

Carol Gijima, Community Compaint Investigator (NCI)

From:
DSHS, Aging and Long-Term Support Administration
Residential Care Services, Region 3 , Unit D
PO Box 99250
Lakewood, WA 98496

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.

Residential Care Services

Date

I understand that to maintain an Assisted Living Facility license, the facility must be in compliance with all the licensing laws and regulations at all times.

Administrator (or Representative)

Date

RCW 70.129.030 Notice of rights and services -- Admission of individuals.

(4) The facility must inform each resident in writing in a language the resident or his or her representative understands before admission, and at least once every twenty-four months thereafter of: (a) Services, items, and activities customarily available in the facility or arranged for by the facility as permitted by the facility's license; (b) charges for those services, items, and activities including charges for services, items, and activities not covered by the facility's per diem rate or applicable public benefit programs; and (c) the rules of facility operations required under RCW 70.129.140 (2). Each resident and his or her representative must be informed in writing in advance of changes in the availability or the charges for services, items, or activities, or of changes in the facility's rules. Except in emergencies, thirty days' advance notice must be given prior to the change. However, for facilities licensed for six or fewer residents, if there has been a substantial and continuing change in the resident's condition necessitating substantially greater or lesser services, items, or activities, then the charges for those services, items, or activities may be changed upon fourteen days' advance written notice.

This requirement was not met as evidenced by:

Based on record reviews and interviews, the Assisted Living Facility (ALF) failed to notify the residents or their representatives of changes and increases in service costs for 3 of 5 sample residents (Residents 1, 2, &3 [R1, R2, & R3]). This failure resulted in a violation of Resident 1's, Resident 2's, & Resident 3's rights and placed residents at risk for emotional and financial distress.

Findings Included…

Resident 1
Resident record reviews of face sheets, negotiated service agreement and financial

ledgers showed the following:

Record review of R1's face sheet showed that R1 was admitted to the facility on [redacted]/2024 with diagnosis to include [redacted]. Record review of R1's move in agreement dated 06/01/2024 showed that R1's monthly rent was $5120. The move in agreement did not show what level of care R1 was to receive. It stated that "every resident enters the community at a minim Level 1" cost of $660. Review of R1's June 2024 - May 2025 financial ledger showed the following:
June 2024 - March 2025 rent was $5120. In April 2025, R1's rent increased to $5380. There was no notice provided by the facility showing that R1 was notified of the April rent increase.

2024 ALF Service fees (level of care fees) as follows:
June 2024 - $1248.33 split into 2 parts ($713.33 from June 8 - June15 & $ 535 from June 25 - 30).
July 2024 - $2675
August 2024 - $2675
September 2024 - $2675
October 2024 - $3048.09 split into 2 parts ($172.58 from October 1-2, & $2875.51 October 3-31).
November 2024 - $ 3073.82
December 202 4- $3146 split into 2 parts ($2082.27 from December 1-21, & $1063.73 December 22-31).

2025 ALF Service fees (level of care fees) as follows:
January -May 2025 - $3297.56
The ALF did not provide the level of care disclosure when requested.
The facility did not provide any records to show that R1 was notified of the increased service costs, or that R1 confirmed receipt of this information.

Resident 2
Resident record reviews of face sheets, negotiated service agreement and financial ledgers showed the following:

R2 was admitted to the facility on [redacted]/2022 with diagnosis to include [redacted]. Record review of R2's move in agreement dated 09/01/2022 showed that R2's monthly rent was $4610. The move in agreement did not show what level of care R2 was to receive. The negotiated service agreement showed that there was an "Exhibit C-Levels of care disclosure". The ALF did not provide the level of care disclosure when requested.

Record review of R'2 April 2024-June 2025 financial ledger showed the following:

There was a rental increase in April 2024 from $4710 to $5100 and it remained the

same until March 2025. There was no notice provided by the facility showing that R2 was notified of the April rent increase.

2024 ALF Service fees (level of care fees) as follows:
April 2024 - April 2025 - $660

2025 ALF Service fees (level of care fees) as follows:
May 2025 fee - $934.19 split into 2 parts ($298.06 for May1 - 14 & $636.13 for May 15 - 31).
June 2025 - $1160
The facility did not provide any records to show that R2 was notified of the increased service costs, or that either R2 or their representative confirmed receipt of this information.

Resident 3
Resident record reviews of face sheets, negotiated service agreement and financial ledgers showed the following:

R3 was admitted to the facility on [redacted]/2021 with diagnosis to include [redacted]. Record review of R3's move in agreement dated [redacted]/2021 showed that R3's monthly rent was $4300. The move in agreement did not show what level of care R3 was to receive. The agreement showed that there was an "Exhibit C-Levels of care disclosure". The ALF did not provide the level of care disclosure when requested.

Record review of R3's June 2024-June 2025 financial ledger showed the following:
June 2024 - March 2025 rent was $4920. R3's monthly rent was increased in April 2025 to $5180. The ALF did not provide documentation to show that R3 or their representative was notified of the rent increase effective April 2025.

2024 ALF Service fees (level of care fees) as follows:
June 2024 - April 2025 - $660
May 2025 - $934.19 split into 2 parts ($298.06 for May1-14 & $636.13 for May 15-31).
June 2025- $1160

The facility did not provide any records to show that R3 was notified of the increased service costs, or that either R3 or their representative confirmed receipt of this information.

During an interview on 04/24/2025 at 7:46am, Collateral Contact 3 (CC3), Anonymous Reporter (AR1), stated that R1's monthly bill had been increasing since moving in. CC3 stated that R1 had not been notified of why the costs were increasing, neither had R1 received anything in writing about the increases. CC3 stated that R1 was not sure why the monthly cost kept increasing and was not given an answer when they asked Staff A,

Administrator. CC3 stated that the ALF management avoided speaking to R1 and “barely provide any care.” In a separate interview, CC3 stated that whenever R1 complained to Staff A, they were threatened with discharge from the facility. CC3 stated that R1 had the right to know what they were being charged, and they needed to agree to the charges. CC3 stated that they believed the ALF was increasing costs because R1 complained a lot as retaliation.

During an interview on 05/12/2025 at 2:51pm, Collateral Contact 1 (CC1) stated that facility retaliated toward R1 as they (R1) voiced their opinions on the lack of care and the increase in monthly cost. CC1 stated that Staff A threatened to evict R1 because Staff A believed R1 had called the state on the facility and “was complaining about increases in care, which they were not getting.” CC1 stated that R1 informed them that they didn’t get an answer or paperwork showing why the monthly bill kept increasing. CC1 stated that when R1 was “crying” and distraught over the bills and that they wouldn’t be able to afford it if they kept increasing.

During an interview on 07/11/2025 at 3:45pm, Staff B, Business Office Manager, stated that residents’ rents increased yearly around their admission anniversary date, and that the ALF sent out notices three -four months in advance in notifying of the increases. When asked about the increase in the level of care costs, Staff B stated they didn’t know. Staff B stated that the level of care increases and information was sent from the home office. When asked how the home office would know what levels of care the residents were changing from and to, Staff B stated that Staff C, Assisted Living Director and Staff A were involved in that process. Staff B stated that Staff C went over the care plan with residents and their families and created the level of care charges. When asked if residents or their representatives signed anything acknowledging the increases, Staff B stated that they did. When asked for the signed paperwork acknowledging the cost increases for R1, 2 & 3, Staff B stated they did not have the paperwork. Staff B stated that Staff C would have that documentation. Staff B stated that they would send rental increase notices for R1, 2 and 3 since they moved in.

During an interview on 07/11/2025 at 4:13pm, Staff C stated that levels of care were computer generated from the information input in the care plan. When asked how residents would know of the changes to their care and associated costs, Staff C stated that they signed a “2nd signature page that has the amounts.” Staff C was asked to send copies of R1, R2, and R3’s signed acknowledgement of the changes and increases in care levels since the move in date. No documents were received as of the last day of data collection 07/18/2025.

During an interview on 07/15/2025 at 10:34am, Collateral Contact 2 (CC2) stated that the facility did not notify them of increases in R2’s care costs. CC2 stated that they were aware of yearly rental increases but not the level of care changes. CC2 stated they didn’t sign anything that addressed the reasons why there were increased costs.

During an interview on 07/15/2025 at 2:03pm, Staff A stated that residents were notified of changes in care level costs and these associated costs were included in the

negotiated service agreements signed by the residents, or their representatives. Staff A was asked what the ALF Service fees on resident ledgers were. Staff A stated that they were the level of care residents were getting. Staff A stated that these costs were shown in the signed negotiated service agreement. When Staff A was informed that the negotiated service agreements sent did not show any costs, Staff A stated they would send the signature page within an hour. In a separate interview on 07/17/2025 at 11:13am, Staff A stated that service costs were included in the move in agreement. When it was pointed to Staff A that the original rental agreement had the rental cost on moving in and did not show any level of care costs or increases thereafter, Staff A stated that increases in care levels were addressed in the rental agreement. Staff A was asked specifically how the residents would know what their levels of care were, what necessitated the increase and the associated amount, and if residents signed acknowledgement of being notified, Staff A stated that R1, 2 and 3 and their representatives had acknowledged receipt of increased costs during care conferences. When asked for copies of the signed acknowledgments, Staff A stated that they had changed assisted living directors and business office managers and that they couldn't find some of the paperwork. No documents were received as of the last day of data collection 07/18/2025.

During an interview on 07/18/2025 at 1:00pm, R3 was asked who was responsible for signing their paperwork. R3 responded by answering, "yes." When asked what services the staff provided, R3 responded with unintelligible speech. When asked if they were aware of what their monthly charges and any increases in costs, R3 smiled and didn't respond. The interview was terminated as R3 was unable to answer follow up questions or actively participate in the interview.

Plan/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, SILVER CREEK RETIREMENT & ASSISTED LIVING COMMUNITY is or will be in compliance with this law and / or regulation on (Date)_____ .

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

_____ _____

Administrator (or Representative) Date