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

Greenlake Management Prosser, LLC
Amber Hills Assisted Living
125 N Wamba Rd
Prosser, WA 99350

RE: Amber Hills Assisted Living License # 2616

Dear Administrator:

This letter addresses Compliance Determination(s) 41838 (Completion Date 05/28/2024) and 38974 (Completion Date 04/04/2024).

The Department completed a follow-up inspection of your Assisted Living Facility on 05/28/2024 and found no deficiencies. Your facility meets the Assisted Living Facility licensing requirements.

The Department found that deficiencies for the following licensing laws and regulations were corrected:
WAC 388-78A-2660-1

The Department staff who did the on-site verification:
Felicia Cantu, Community Complaint Investigator

If you have any questions, please contact me at (509)323-7315.

Sincerely,

Michelle Closner

For:
Jessica Salquist, Field Manager
Region 1, Unit G
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

Statement of Deficiencies	License #: 2616	Compliance Determination # 38974
Plan of Correction	Amber Hills Assisted Living	Completion Date
Page 1 of 4	Licensee: Greenlake Management Prosser, LLC	04/04/2024

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 follow-up on 03/27/2024 and 03/27/2024 of:

Amber Hills Assisted Living
125 N Wamba Rd
Prosser, WA 99350

This document references the following SOD dated: 04/04/2024

The following sample was selected for review during the unannounced on-site visit: 38 of 38 current residents and 0 former residents.

The department staff that inspected the Assisted Living Facility:

Felicia Cantu, Community Complaint Investigator

From:
DSHS, Aging and Long-Term Support Administration
Residential Care Services, Region 1 , Unit G
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.

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

WAC 388-78A-2660 Resident rights. The assisted living facility must:

(1) Comply with chapter 70.129 RCW, Long-term care resident rights;

This requirement was not met as evidenced by:

Based on interview and record review the Assisted Living Facility (ALF) failed to protect residents' rights when they were provided an arbitration agreement (an agreement in which the resident gives up their constitutional rights to have any dispute decided in court of law waived) for 4 of 4 residents (Resident 1,2,3,4). Additionally, Resident 1 was overcharged for their stay at the ALF. These failures resulted in residents having their constitutional rights taken away and Resident 1 experiencing stress due to financial hardship.

Findings included…

Record review of the "Department of Social and Health Services" document, Completion date 02/08/2024, showed "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. 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." The administrator section showed Staff A, Administrator, signed the document on 02/12/2024. Staff A signed the "Plan/Attestation Statement" for all citations cited that read "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, [the facility] is or will be in compliance with this law and/or regulation on 03/24/2024."

Arbitration

Resident 2

Review of Resident 2's Rental Agreement, dated and signed on 10/10/2023, showed that Resident 1 signed an Arbitration Agreement that Resident 2 was explained to and understood that both parties give up their constitutional rights to have any such dispute decided in court of law before a jury, and instead accept the use of arbitration.

On 01/29/2024 at 11:46 AM, Resident 2 stated that they were admitted to the ALF at the end of [redacted] 2022, and they did not know what the term arbitration meant. Resident 2 also stated that they were not explained why they needed to sign an arbitration agreement. Resident 2 expressed they were unaware of the agreement they signed.

Record review showed the 10/10/2023 rental agreement, which included the arbitration agreement was not revised or amended. Review of the record from 02/08/2024 – 04/04/2024 showed no additional information was provided to Resident 2 regarding their rights or understanding of arbitration agreements.

Resident 1

Review of Resident 1's revised Rental Agreement dated 10/10/2023 showed an arbitration agreement was included. The record showed no revisions to that rental agreement from 02/08/2024 - 04/04/2024.

Resident 3

Review of Resident 3's Rental Agreement dated 02/14/2024 showed an arbitration agreement was included. The record showed no revisions to that rental agreement from 02/08/2024 - 04/04/2024.

Resident 4

Review of Resident 4's Rental Agreement dated 02/06/2024 showed an arbitration agreement was included. The record showed no revisions to that rental agreement from 02/08/2024 - 04/04/2024.

On 03/27/2024 at 11:57 AM, Staff A stated that no resident rental agreements which included the arbitration agreements had been revised.

Overcharge of Rental Fee for Resident 1

Review of Resident 1's demographic record showed that they were transferred from another ALF to the current ALF on [redacted]/2022.

Review of an email dated 08/29/2023 at 10:42 AM, showed that Staff B, Business Office Manager, sent Staff C, who was the facility's financial accountant an email that acknowledged that the $409.00 was owed by the state, not by Resident 1.

On 12/01/2023 at 10:45 AM, Resident 1 stated that they felt they were overcharged for their rental fees. The facility told them that they owed the facility $409.00 and was already past due on [redacted]/2022. Resident 1 also stated they thought that amount was paid by

the state and should not have owed the facility money upon admission. “It is more than what I receive... I should have owed $17.00.” The facility was taking out more than their (Resident 1's) designated participation, for the back pay they said was owed to them. Resident 1 stated that the back pay was taken from their $100-dollar per month, personal needs allowance.

On 03/27/2024 at 11:57 AM, Staff B stated that Resident 1 still had not been reimbursed the overcharged payment. Staff B expressed that she discovered that Resident 1 was charged an additional $236.52 on 03/07/202 towards the total indicated past due of $409.00.

Review of Resident 1’s account summary/invoice 03/01/2024 - 04/01/2024 showed that there was not a reimbursement payment to Resident 1. The invoice also showed the additional $236.52, as stated Staff B stated on 03/27/2024.

On 03/27/2024 at 12:46 PM Resident 1 stated that the facility was still overcharging them. Resident 1 expressed that this has continued to cause them financial hardship and stress.

On 03/27/2024 at 1:00 PM, Staff A acknowledged that the deficiencies previously found in regard to arbitration agreements in the rental agreements and overcharge to Resident 1, had still not been corrected.

This is an uncorrected deficiency previously cited on 02/08/2024 and a recurring deficiency previously cited on 10/07/2022.

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, Amber Hills Assisted Living 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

Residential Care Services
Investigation Summary Report

Provider/Facility: Amber Hills Assisted Living **Provider Type:** Assisted Living Facility

License/Cert.#: 2616
Intake ID: 107953
Compliance Determination #: 33281
Region/Unit #: RCS Region 1 / Unit G
Investigator: Felicia Cantu
Investigation Date(s): 12/01/2023 through 02/08/2024
Complainant Contact Date(s): 02/07/2024

Allegation(s):
The facility is overcharging a named resident for rent.

Investigation Methods:

Sample:	Total residents: 36 Resident sample size: 4 Closed records sample size:
Observations:	Residents Resident rooms Staff to resident interactions Resident to resident interactions Facility environment
Interviews:	Identified staff Residents Facility staff Others not associated with the facility
Record Reviews:	Characteristic roster Facility policies Financial records, rental agreements, and disclosure of services Other agency records

Investigation Summary:
Interviews and record review showed that the named resident was charged a past due amount on admission date. Failed practice identified. WAC-388-78A-2660(1). Additionally record review and interviews showed that the facility requested residents to sign an arbitration agreement that waived their resident rights. Failed practice identified. WAC-388-78-2660 (1) reference Statement of Deficiencies dated 02/08/2024.

Conclusion / Action:

[X]

Failed Provider Practice Identified / Citation(s) Written

☐ Failed Provider Practice Not Identified / No Citation Written

☐ N/A

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1200 Alder Street, Union Gap, WA 98903

Statement of Deficiencies	License #: 2616	Compliance Determination # 33281
Plan of Correction	Amber Hills Assisted Living	Completion Date
Page 1 of 5	Licensee: Greenlake Management Prosser, LLC	02/08/2024

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 12/01/2023 and 12/01/2023 of:

Amber Hills Assisted Living
125 N Wamba Rd
Prosser, WA 99350

This document references the following complaint number(s): 106721, 107953

The following sample was selected for review during the unannounced on-site visit: 4 of 36 current residents and 0 former residents.

The department staff that investigated the Assisted Living Facility:

Felicia Cantu, Community Complaint Investigator

From:
DSHS, Aging and Long-Term Support Administration
Residential Care Services, Region 1 , Unit G
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.

Gwin Kaercher
Residential Care Services

02/09/2024
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.

Statement of Deficiencies	License #: 2616	Compliance Determination # 33281
Plan of Correction	Amber Hills Assisted Living	Completion Date
Page 2 of 5	Licensee: Greenlake Management Prosser, LLC	02/08/2024

Thomas McDance
Administrator (or Representative)

2.12.24
Date

WAC 388-78A-2660 Resident rights. The assisted living facility must:

(1) Comply with chapter 70.129 RCW, Long-term care resident rights;

This requirement was not met as evidenced by:

Based on interview and record review the Assisted Living Facility (ALF) failed to protect residents' rights when they were offered an arbitration agreement (an agreement in which the resident gives up their constitutional rights to have any dispute decided in court of law waived) for 2 of 2 residents (Resident 1 and 2). Additionally, Resident 1 was overcharged for their stay at the ALF. These failures resulted in residents waiving their rights and Resident 1 experiencing stress due to financial hardship.

Findings included...

Review of the ALF's policy titled "Personal Rights" dated 08/10/2021 showed that the ALF shall not request residents to sign waivers of residents' rights set forth applicable laws.

Review of Revised Code of Washington (RCW) 70.129.105 showed that no long-term facility licensed under Chapter 18.51 shall not require or request residents to sign waivers residents' rights set forth in this Chapter.

Review of RCW 70.129.040 showed that it is a matter of great public importance to protect residents who need long-term care from deceptive disclosures and unfair retention of deposits, fees, or prepaid charges... a violation of this section shall be constructed for purposes of the Consumer Protection Act, Chapter 19.86 RCW.

Arbitration

Review of an Assisted Living Facility Home Provider letter dated 10/24/2014 showed that arbitration agreements are legal in Washington State and the Uniform Arbitration Act was adopted in 2005 by the legislature in RCW Chapter 7.04. There are several state and federal requirements that should be observed in the use of arbitration agreements in the ALFs. Facilities are required to promote and protect the residents exercise of their rights while living in an ALF. Facilities must not request or require residents to sign waivers of their rights (that might be contained in an arbitration agreement) RCW 70.129.105. To safeguard against the possibility that a resident might unknowingly sign an arbitration agreement, residents and their representatives should not be presented with arbitration agreements at the time of their admission. ALFs may provide a copy of arbitration

agreements to residents for information purposes, but, if the agreement includes a waiver of a jury trial, the ALF may not ask the resident or their representative to sign it. At the time a resident signed an arbitration agreement, the resident must be able to understand what they have signed.

Resident 2

Review of Resident 2's demographic record showed that they were admitted to the ALF on [redacted]/2022.

Review of Resident 2's Rental Agreement dated 10/10/2023 showed that Resident 1 signed an Arbitration Agreement that Resident 2 was explained to and understands that both parties give up their constitutional rights to have any such dispute decided in court of law before a jury, and instead accept the use of arbitration.

On 01/29/2024 at 11:46 am Resident 2 stated that they were admitted to the ALF at the end of [redacted] 2022, and they did not know what the term arbitration meant. Resident 2 also stated that they were not explained why they needed to sign an arbitration agreement. Resident 2 expressed they were unaware of the agreement they signed.

Resident 1

Review of Resident 1's demographic record showed that they were admitted to the ALF on [redacted]/2022.

Review of Resident 1's revised Rental Agreement dated 10/10/2023 showed that Resident 1's rental agreement showed an arbitration agreement was included.

On 01/29/2024 at 11:11 AM Resident 1 stated that when they initially moved into the facility on [redacted]/2022 and that Staff A, Administrator briefly skimmed over the ALF's rental agreement and never explained what an arbitration agreement was. Resident 1 was under the impression that to stay in the facility all signatures were required.

On 01/29/2024 at 12:01 PM Staff A stated they were unaware of the detail of the ALF's arbitration agreement. The ALF's process was to pre-sign the rental agreements and facility staff would go over the agreement with the residents. Staff A stated they did not recall explaining the arbitration waiver in detail to Resident 1 and 2.

On 02/05/2024 at 1:39 PM Staff B, Business Office Manager, stated that she signed revised rental agreements and had residents in the facility sign revised agreements. Staff B explained that she was never asked by Resident 1 or 2 what an arbitration agreement was, therefore did not explain the purpose and definition of what an arbitration agreement

entailed.

Overcharge of Rental Fee for Resident 1

Review of Resident 1's demographic record showed that they were transferred from another ALF to the current ALF on [redacted]/2022.

On 12/01/2023 at 10:45 AM Resident 1 stated that they felt they were overcharged for their rental fees. The facility told them that they owed the facility $409.00 and was already past due on [redacted]/2022. Resident 1 also stated they thought that amount was paid by the state and should not have owed the facility money upon admission. "It is more than what I receive.., I should have owed $17.00." The facility was taking out more than their (Resident 1's) designated participation, for the back pay they said was owed to them. Resident 1 stated that the back pay was taken from their $100-dollar personal needs allowance.

On 12/01/2023 at 11:41 AM Staff B stated that Resident 1 was put on a payment plan initially because when they moved in the ALF, funds were already withdrawn from their available funds and paid to the previous ALF. Therefore Resident 1 was behind on their first payment for the current ALF and expressed that Resident 1 should be reimbursed by the previous ALF.

On 01/25/2024 at 12:00 PM Staff B stated they still had Resident 1 on a payment plan to pay back $409.00 because Resident 1's funds were paid to another facility for the month of [redacted] 2022.

On 01/29/2024 at 11:11 AM Resident 1 stated that the facility had still had them on a payment plan to payback the $409.00 and expressed that it has been difficult to live off limited funds due to the additional fees that are paid to the ALF and has caused financial hardship and stress.

Review of an email dated 08/29/2023 at 10:25 AM showed that Staff B received an email from Collateral Contact 1(CC1), Department Case Manager that the room and board of $765.64 were assigned to the previous ALF, but the remaining $409.00 of the participation was applied to current ALF because they claimed authorization on [redacted]/2022 and the previous ALF claimed authorization on 01/05/2024. The current ALF would need to adjust their claim with Provider One (computer system that coordinates with health plans).

Review of an email dated 08/29/2023 at 10:42 AM showed that Staff B sent Staff C, who was the facility's financial accountant an email that acknowledged that the $409.00 was owed by the state, not by Resident 1. Staff B asked Staff C for guidance on how to proceed.

Statement of Deficiencies	License #: 2616	Compliance Determination # 33281
Plan of Correction	Amber Hills Assisted Living	Completion Date
Page 5 of 5	Licensee: Greenlake Management Prosser, LLC	02/08/2024

On 02/05/2024 at 1:39 PM Staff B stated that they had reached out to Staff C a week prior, regarding an update on Resident 1's financial status and had still not heard back.

On 02/08/2024 at 8:23 AM CC1 stated that Resident 1 moved to the new ALF on [redacted]/2022, therefore the majority of Resident 1's [redacted] 2022 participation went to the previous ALF, and the remaining portion should go to the new ALF. Resident 1's total participation for [redacted] 2022 was $1,174.64 and owed the previous ALF $1,156.82 and the remaining $17.82 should have gone to the current ALF. CC1 stated that on 08/29/2023 she notified Staff B that the room and board of $765.64 was assigned to the previous ALF, but the remaining $409.00 of the participation was applied to the current ALF because they claimed authorization too soon, and they needed to call into Provider One to adjust their claim. CC1 expressed that Resident 1 should not owe $409.00 from their personal spending allowance.

On 02/08/2024 at 9:23 AM Staff B stated she had not contacted Provider One to adjust the claim and was unsure if Staff C or Staff D, Senior Office Business Manager had done so.

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, Amber Hills Assisted Living is or will be in compliance with this law and / or regulation on (Date) 3.24.24.

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

Thomas McDana — Administrator (or Representative)

2.12.24 — Date