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

12/02/2024

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

RE: Amber Hills Assisted Living # 2616

Dear Administrator:

This letter addresses deficiencies occurring in the report(s) for: Compliance Determination(s) 49981 (Completion Date 12/02/2024) and 46400 (Completion Date 09/18/2024).

The Department completed a follow-up inspection of your Assisted Living Facility on 12/02/2024 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.

(1) The facility must inform the resident both orally and in writing in a language that the resident understands of his or her rights and all rules and regulations governing resident conduct and responsibilities during the stay in the facility. The notification must be made prior to or upon admission. Receipt of the information must be acknowledged in writing.

(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.

RCW 70.129.150 Disclosure of fees and notice requirements -- Deposits.

(1) Prior to admission, all long-term care facilities or nursing facilities licensed under chapter 18.51 RCW that require payment of an admissions fee, deposit, or a minimum stay fee, by or on behalf of a person seeking admission to the long-term care facility or nursing facility, shall provide the resident, or his or her representative, full disclosure in writing in a language the resident or his or her representative understands, a statement of the amount of any admissions fees, deposits, prepaid charges, or minimum stay fees. The facility shall also disclose to the person, or his or her representative, the facility's advance notice or transfer requirements, prior to admission. In addition, the long-term care facility or nursing facility shall also fully disclose in writing prior to admission what portion of the deposits, admissions fees, prepaid charges, or minimum stay fees will be refunded to the resident or his or her representative if the resident leaves the long-term care facility or nursing facility. Receipt of the disclosures required under this subsection must be acknowledged in writing. If the facility does not provide these disclosures, the deposits, admissions fees, prepaid charges, or minimum stay fees may not be kept by the facility. If a resident dies or is hospitalized or is transferred to another facility for more appropriate care and does not return to the original facility, the facility shall refund any deposit or charges already paid less the facility's per diem rate for the days the resident actually resided or reserved or retained a bed in the facility notwithstanding any minimum stay policy or discharge notice requirements, except that the facility may retain an additional amount to cover its reasonable, actual expenses incurred as a result of a private-pay resident's move, not to exceed five days' per diem charges, unless the resident has given advance notice in compliance with the admission agreement. All long-term care facilities or nursing facilities covered under this section are required to refund any and all refunds due the resident or his or her representative within thirty days from the resident's date of discharge from the facility. Nothing in this section applies to provisions in contracts negotiated between a nursing facility or long-term care facility and a certified health plan, health or disability insurer, health maintenance organization, managed care organization, or similar entities.

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

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

The Department staff who did the On Site verification:
Felicia Cantu, Community Complaint Investigator

If you have any questions, please contact me at (509)225-2823.

Sincerely,

Laura Williams-Davis

Laura Williams-Davis, Field Manager
Region 1, Unit Z
Residential Care Services

Residential Care Services
Investigation Summary Report

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

License/Cert.#: 2616
Intake ID: 143375
Compliance Determination #: 46400
Region/Unit #: RCS Region 1 / Unit G
Investigator: Felicia Cantu
Investigation Date(s): 08/29/2024 through 09/18/2024
Complainant Contact Date(s): 09/18/2024

Allegation(s):

1) Resident did not receive their refund after they transferred to another facility.
2) Fee imposed for accidental fire alarm activation.

Investigation Methods:

Sample:	Total residents: 35 Resident sample size: 3 Closed records sample size:
Observations:	Residents Staff to resident interactions Facility environment
Interviews:	Residents Facility staff Others not associated with the facility
Record Reviews:	Characteristic roster Billing statements Facility policies Rental agreements Other agency records Residents records (face sheet, care plan, chart notes, assessments)

Investigation Summary:

1. Interviews and record review showed that the facility did not refund the named resident funds that were owed to them within 30 days of the discharge date. Failed practice identified 388-78A-2660.
2. The facility did not give written notice that they would be responsible for services and fees to resident 1 for accidental fire alarm pulls from the named resident.
Failed practice identified 388-78A-2660.

Conclusion / Action:

☒ 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
1200 Alder Street, Union Gap, WA 98903

Statement of Deficiencies	License #: 2616	Compliance Determination # 46400
Plan of Correction	Amber Hills Assisted Living	Completion Date
Page 1 of 5	Licensee: Greenlake Management Prosser, LLC	09/18/2024

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 08/29/2024 and 08/29/2024 of:

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

This document references the following complaint number(s): 143260, 144641, 143375

The following sample was selected for review during the unannounced on-site visit: 3 of 35 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 Z
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

10/01/2024
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.

Thomas McDaniel
Administrator (or Representative)

10-3-24
Date

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

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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 facility failed ensure resident rights were protected when funds owed to a resident, were not refunded within 30 days of discharge, and when the facility failed to inform the resident of their services and charges for 1 of 3 residents (Resident 1). These failures resulted in a violation of the resident's rights and caused significant financial stress and worry to the resident's representative.

Findings included...

<Charge for accidental fire alarm pulls>

Review of Resident 1's chart showed that they were admitted to the facility on [redacted]/2022 and was diagnosed with [redacted] ([redacted]).

Review of Resident 1's Negotiated Service Agreement (NSA), dated 05/14/2023, showed that the facility would utilize their alarm system to keep residents safe in an unlocked facility. The NSA showed the facility would monitor for escaping behaviors like pulling the fire alarm. The NSA showed the facility would assure that the resident's wander guard (a device to protect residents from leaving the facility unattended) was in working condition to alert staff when Resident 1 was within five feet of the fire alarm.

Review of Resident 1's rental agreement (section E) , dated [redacted]/2022, showed that the facility would give 30 days prior written notice to the resident for any change in fees or services. Further review showed the rental agreement did not document that the resident or representative would be responsible for accidental fire pull alarms to the fire alarm.

Review of the facility's disclosure of services, revised 03/01/2017, showed that the facility was to inform each individual or representative in writing of the charges for services and items. The disclosure of services document did not show that the resident or representative would be responsible for accidental fire pulls to the fire alarm.

Review of a billing statement addressed to the facility, dated 04/01/2024, showed that the facility was billed 10,557.50 dollars from the local fire department for Resident 1 accidentally pulling the fire alarm. The billing statement showed the due date was 05/01/2024.

In an interview on 08/28/2024 at 2:50 PM Collateral Contact (CC1), Resident Representative, stated that they were made aware that Resident 1 had accidentally pulled the fire alarm cord 41 times during a two-month interval while attempting to leave the facility. CC1 stated that they received the bill that was addressed to the facility in the mail and did not receive a verbal or 30-day written notice that they would be responsible for accidental fire alarm activation.

Review of CC1's cashier check, dated 04/18/2024, showed that CC1 paid the local fire department 7,390.25 dollars that included a 30 percent discount from the fire department.

In an interview on 08/29/2024 at 11:00 AM Staff A, Administrator stated that there was a large bill that was forwarded to Resident 1's representative from the facility due to the accidental fire alarm pulls. Staff A further stated that they felt that Resident 1 should have not been responsible for the bill.

<Refund>

Review of Resident 1's rental agreement (section D), dated [redacted]/2022, showed that the facility would refund the resident any refund that was due, within thirty days following the termination of an agreement date.

In an interview on 08/28/2024 at 2:50 PM, CC1 stated that Resident 1 moved out of the facility on [redacted]/2024. CC1 stated that In April 2024, 5,500 dollars was withdrawn from Resident 1's bank account. CC1 stated, "I calculated that 3,080.00 should have been reimbursed."

In an Interview on 09/10/2024 at 2:14 PM CC1, stated that the unexpected large payment that they paid the fire department and not being reimbursed by the facility has caused them financial stress and worry. CC1 further stated they were worried they would run out of funds for Resident 1.

In an interview on 09/11/2024 at 1:22 PM, Staff A stated that Resident 1 should have been refunded their money within 30 days of their discharge date.

Statement of Deficiencies	License #: 2616	Compliance Determination # 46400
Plan of Correction	Amber Hills Assisted Living	Completion Date
Page 5 of 5	Licensee: Greenlake Management Prosser, LLC	09/18/2024

Review of an email sent to the department investigator on 09/11/2024 at 12:22 PM, from Staff B, Business Office Manager, showed that a refund to Resident 1 had not occurred yet.

In an interview on 09/18/2024 at 10:45 AM, CC1 stated that they had still not received a reimbursement check from the facility.

This is a recurring deficiency previously cited on 10/07/2022 for WAC 388-78A-2660 (1), 02/08/2024 for WAC 388-78A-2660 (1) , and 04/04/2024 for WAC 388-78A-2660 (1).

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) 11-2-24 .

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

Thomas McDaniel 10-3-24

Administrator (or Representative) Date