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

PSL Associates, LLC
The Rivers at Puyallup, Independent Living & Assisted Living
611 S Main St Ste 400
Grapevine, TX 76051

RE: The Rivers at Puyallup, Independent Living & Assisted Living License # 2483

Dear Administrator:

This letter addresses Compliance Determination(s) 40289 (Completion Date 05/31/2024) and 35410 (Completion Date 02/23/2024).

The Department completed a follow-up inspection of your Assisted Living Facility on 05/31/2024 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:
RCW 70.129.030.4, WAC 388-78A-2150-1, WAC 388-78A-2150-2, WAC 388-78A-2130-2, WAC 388-78A-2130-3, WAC 388-78A-2130-3-a, WAC 388-78A-2130-3-b, WAC 388-78A-2130-4, WAC 388-78A-2130-5-a, WAC 388-78A-2130-5-b, WAC 388-78A-2090-1, WAC 388-78A-2090-1-b, WAC 388-78A-2090-1-c, WAC 388-78A-2090-8, WAC 388-78A-2090-8-a

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,

Jody Just Jody Just Region 3 Field Services Administrator signing for Manfay Chan

Manfay Chan, Field Manager
Region 3, Unit D
Residential Care Services

Residential Care Services
Investigation Summary Report

Provider/Facility: The Rivers at Puyallup, Independent Living & Assisted Living
License/Cert.#: 2483
Compliance Determination #: 35410
Investigator: Carol Gijima
Investigation Date(s): 10/16/2023 through 02/23/2024
Complainant Contact Date(s):

Provider Type: Assisted Living Facility

Intake ID: 99958
Region/Unit #: RCS Region 3 / Unit D

Allegation(s):

1. Resident's monthly charges have increased without notification or explanation
2. Resident representative never signed a care plan
3. Resident did not receive showers

Investigation Methods:

Sample:	Total residents: Resident sample size: 3 Closed records sample size:
Observations:	General environment Residents in their rooms Staff-to-resident interactions
Interviews:	Complainant Resident representatives Staff
Record Reviews:	Resident Characteristic Roster Resident assessments and negotiated service agreements including the records of the named resident Staff progress notes Facility P & P- Evaluation Policy Financials

Investigation Summary:

1. The ALF failed to notify residents/representatives of increase in care costs in advance. Facility demonstrated failed provider practice as documented in a Statement of Deficiencies dated 02/23/2024.
2. The ALF failed to ensure residents/representatives received and signed service plans. Facility demonstrated failed provider practice as documented in a Statement of Deficiencies dated 02/23/2024.
3. Allegation investigated and previously cited; ALF is currently out of compliance. No new citations written. See Statement of Deficiency dated 10/10/2023.

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 99259, Lakewood, WA 98496

Statement of Deficiencies	License #: 2463	Compliance Determination # 35410
Plan of Correction	The Rivers at Puyallup, Independent Living & Assisted Living	Completion Date
Page 1 of 11	Licensee: PSL Associates, LLC	02/23/2024

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 10/18/2023 and 02/09/2024 of:

The Rivers at Puyallup, Independent Living & Assisted Living
123 4th Ave NW
Puyallup, WA 98371

This document references the following complaint number(s): 89958

The following sample was selected for review during the unannounced on-site visit: 3 of 8 current residents and 3 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: 03/04/2024

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.

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 10/16/2023 and 02/09/2024 of:

The Rivers at Puyallup, Independent Living & Assisted Living
123 4th Ave NW
Puyallup, WA 98371

This document references the following complaint number(s): 99958

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

03/04/2024
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.

Administrator (or Representative)

3/6/2024
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 review and interviews, the Assisted Living Facility (ALF) failed to notify the resident's representative in advance of increases in service charges for 2 of 3 sampled residents (Resident 1 & 2). This failure placed a financial burden on Resident 1 & Resident 2 and at risk for financial exploitation, mental anguish, and a decrease in quality of life.

Findings included...

Review of the ALF's "Evaluation Process" policy on 02/22/2024 showed that the acknowledgement form needed to be reviewed and signed by the resident/resident's representative and forwarded to the Business Office Manager for processing, and that staff were to follow regulations on "care notification changes and the time frame needed prior to charges."

Record review of resident records on 10/19/2023 and 02/07/2024 showed the following:

Resident 1 (R1)
R1 was admitted to the ALF on [redacted]/2022 with diagnoses to include [redacted]. There was no documentation available to show that the resident and/or resident representative were aware of cost increases. There were no signed assessments or care plans to review for changes in services. Progress notes and move in contract showed that on 03/22/2023 R1 moved from Assisted Living to Memory Care.

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 review and interviews, the Assisted Living Facility (ALF) failed to notify the resident's representative in advance of increases in service charges for 2 of 3 sampled residents (Resident 1 & 2). This failure placed a financial burden on Resident 1 & Resident 2 and at risk for financial exploitation, mental anguish, and a decrease in quality of life.

Findings included...

Review of the ALF's "Evaluation Process" policy on 02/22/2024 showed that the acknowledgement form needed to be reviewed and signed by the resident/resident's representative and forwarded to the Business Office Manager for processing, and that staff were to follow regulations on "care notification changes and the time frame needed prior to charges."

Record review of resident records on 10/19/2023 and 02/07/2024 showed the following:

Resident 1 (R1)
R1 was admitted to the ALF on [redacted]/2022 with diagnoses to include [redacted]. There was no documentation available to show that the resident and/or resident representative were aware of cost increases. There were no signed assessments or care plans to review for changes in services. Progress notes and move in contract showed that on 03/22/2023 R1 moved from Assisted Living to Memory Care.

Review of R1's financial statements showed that R1 was being charged $930 per month for Care Level 1 until March 2023. In March and April 2023, financial statements showed that R1 started being charged $2970 per month for Care Level 6. There was no documentation of the increases in Care Level starting March 2023. In May 2023, R1 was charged $2500 for Memory Care Level 3. There was no assessment prior to 03/22/2023 to review and compare changes with an unsigned 03/22/2023 assessment.

Progress notes did not show any changes to R1's cognitive status, care needs or behaviors besides pain. A progress note on 03/22/2023 stated that R1 was seen by a doctor and was diagnosed with [redacted] and [redacted] and pain medications were ordered. On the same day, R1 was moved to memory care.

Resident 2 (R2)
R2 was admitted to the ALF on [redacted]2023 with diagnoses to include [redacted]. There were no pre-admit assessment, current assessments or signed care plans on file to review changes in resident's needs. Review of the progress notes did not show any changes in resident's condition between May 2023 and January 2024.

Review of R2's financial statements showed that R2 was charged $2970 per month for Care level 6. February 2024 financials showed that R2 was charged $3640 for Care level 6. There was no documentation showing the reason for the increase in care levels and increase in costs.

During an interview on 10/16/2023 at 11:35am, Staff D, Business Office Manager, stated that when there was an increase in care level and charges, residents and family would sign an acknowledgement of the changes and the new rates. Staff D stated that family would have a care conference with Staff B, the Health and Wellness Director, and Staff A, Administrator, to discuss the finances. Staff D stated that after receiving the signed change in care levels form, he would then process the change. Staff D stated that resident would not be billed until the change in levels form was signed.
In a separate interview on 02/07/2024 at 1:20pm, Staff D was asked for R1 and R2's signed change of levels acknowledgement. Staff D stated he could not locate them. When asked where else the forms would be located, Staff D stated in the chart. Staff D stated that rate increases resulting from care level changes would not occur until there was a signed assessment. When asked when he would start billing residents, Staff D stated after he received notification from nursing that a care plan had been signed. When asked if they no longer used the signed changes in care levels form and when they stopped using the acknowledgement form, Staff D stated, "I don't know." There was no signed document in the chart showing acknowledgement of care level and cost changes.

During an interview on 10/16/2023 at 11:58am, Staff A stated that when a resident had a change in condition and care levels, the expectation would be that the nurse would assess the resident and create a new care plan. Staff A stated that their policy was to have family sign acknowledgement of the new charges. Staff A stated that "new charges would not get pushed through" until the Business Office Manager received the signed acknowledgement. Staff A was asked how charges would be acknowledged by resident or family if there were

Review of R1's financial statements showed that R1 was being charged $630 per month for Care Level 1 until March 2023. In March and April 2023, financial statements showed that R1 started being charged $2970 per month for Care Level 5. There was no documentation of the increases in Care Level starting March 2023. In May 2023, R1 was charged $2600 for Memory Care Level 3. There was no assessment prior to 03/22/2023 to review and compare changes with an unsigned 03/22/2023 assessment.

Progress notes did not show any changes to R1's cognitive status, care needs or behaviors besides pain. A progress note on 03/22/2023 stated that R1 was seen by a doctor and was diagnosed with [redacted] and [redacted] and pain medications were ordered. On the same day, R1 was moved to memory care.

Resident 2 (R2)
R2 was admitted to the ALF on [redacted]/2020 with diagnoses to include [redacted]. There were no pre-admit assessment, current assessments or signed care plans on file to review changes in resident's needs. Review of the progress notes did not show any changes in resident's condition between May 2023 and January 2024.

Review of R2's financial statements showed that R2 was charged $2970 per month for Care level 5. February 2024 financials showed that R2 was charged $3640 for Care level 6. There was no documentation showing the reason for the increase in care levels and increase in costs.

During an interview on 10/16/2023 at 11:35am, Staff D, Business Office Manager, stated that when there was an increase in care level and charges, residents and family would sign an acknowledgement of the changes and the new rates. Staff D stated that family would have a care conference with Staff B, the Health and Wellness Director, and Staff A, Administrator, to discuss the finances. Staff D stated that after receiving the signed change in care levels form, he would then process the change. Staff D stated that resident would not be billed until the change in levels form was signed.
In a separate interview on 02/07/2024 at 1:20pm, Staff D was asked for R1 and R2's signed change of levels acknowledgement. Staff D stated he could not locate them. When asked where else the forms would be located, Staff D stated in the chart. Staff D stated that rate increases resulting from care level changes would not occur until there was a signed assessment. When asked when he would start billing residents, Staff D stated after he received notification from nursing that a care plan had been signed. When asked if they no longer used the signed changes in care levels form and when they stopped using the acknowledgement form, Staff D stated, "I don't know." There was no signed document in the chart showing acknowledgement of care level and cost changes.

During an interview on 10/16/2023 at 11:58am, Staff A stated that when a resident had a change in condition and care levels, the expectation would be that the nurse would assess the resident and create a new care plan. Staff A stated that their policy was to have family sign acknowledgement of the new charges. Staff A stated that "new charges would not get pushed through" until the Business Office Manager received the signed acknowledgement. Staff A was asked how charges would be acknowledged by resident or family if there were

no assessments to show changes in resident's functional and care needs, Staff A stated that they would have a conversation with resident and family.

In an email dated 10/19/2023 at 10:29am, Staff E, Resident Care Coordinator, stated that they could not find any signed care plans for the change in care levels as the person responsible was no longer employed.

During an interview on 10/20/2023 at 11:15am, Staff C, Memory Care Director, stated that when there was a change in a resident's condition and care levels increased, the Health and Wellness Director would assess the resident and come up with a point system, then notify family. Staff C stated that the Health and Wellness Director and Administrator would go over the changes with family and "sign paperwork that shows what changed and how much." Staff C stated that after it was signed, it was given to Staff D to process.

During an interview on 01/29/2024 at 11:01am, Resident 1's Representative (RR1) stated that R1 was moved to memory care in January 2023. RR1 stated that it was unclear what services she was going to receive in memory care and did not remember signing any care increase acknowledgement forms.

During an interview on 01/30/2024 at 8:21am, Staff B stated that residents were reassessed when there was a change in condition and staff worked "through the care plan with family to make changes." Staff B stated that there would be no increase in charges until the family had been notified. When asked how family was notified, Staff B stated by phone, email, or certified mail. When asked if the resident or family were not required to sign acknowledgement of new charges, Staff B stated that there had been multiple attempts to get R2's representative to sign. No documents were provided to show that R1 and R2's families were notified of care level increases.

During an interview on 02/07/2024 at 11:46am, Resident 2's representative (RR2) stated that the facility kept increasing R2's cares service costs without notifying her. RR2 stated that when she called to inquire about the increases, she was notified that his care levels had increased. RR2 stated that when she requested the assessment showing changes, she received a care plan that did not show any changes and had additional items that R2 was not using such as using and cleaning eyeglasses. RR2 stated that when she requested a correct assessment of R2, she received a new one showing more changes with a Hoyer (transfer equipment) lift added on. RR2 stated she was not informed in advance of the increase in charges and only found out when she saw the deduction on her bank statement. RR2 stated she had never had a care conference to address any changes to R2's care.

Plan/Attestation Statement

no assessments to show changes in resident's functional and care needs, Staff A stated that they would have a conversation with resident and family.

In an email dated 10/19/2023 at 10:29am, Staff E, Resident Care Coordinator, stated that they could not find any signed care plans for the change in care levels as the person responsible was no longer employed.

During an interview on 10/20/2023 at 11:15am, Staff C, Memory Care Director, stated that when there was a change in a resident's condition and care levels increased, the Health and Wellness Director would assess the resident and come up with a point system, then notify family. Staff C stated that the Health and Wellness Director and Administrator would go over the changes with family and "sign paperwork that shows what changed and how much." Staff C stated that after it was signed, it was given to Staff D to process.

During an interview on 01/29/2024 at 11:01am, Resident 1's Representative (RR1) stated that R1 was moved to memory care in January 2023. RR1 stated that it was unclear what services she was going to receive in memory care and did not remember signing any care increase acknowledgement forms.

During an interview on 01/30/2024 at 9:21am, Staff B stated that residents were reassessed when there was a change in condition and staff worked "through the care plan with family to make changes." Staff B stated that there would be no increase in charges until the family had been notified. When asked how family was notified, Staff B stated by phone, email, or certified mail. When asked if the resident or family were not required to sign acknowledgement of new charges, Staff B stated that there had been multiple attempts to get R2's representative to sign. No documents were provided to show that R1 and R2's families were notified of care level increases.

During an interview on 02/07/2024 at 11:46am, Resident 2's representative (RR2) stated that the facility kept increasing R2's cares service costs without notifying her. RR2 stated that when she called to inquire about the increases, she was notified that his care levels had increased. RR2 stated that when she requested the assessment showing changes, she received a care plan that did not show any changes and had additional items that R2 was not using such as using and cleaning eyeglasses. RR2 stated that when she requested a correct assessment of R2, she received a new one showing more changes with a Hoyer (transfer equipment) lift added on. RR2 stated she was not informed in advance of the increase in charges and only found out when she saw the deduction on her bank statement. RR2 stated she had never had a care conference to address any changes to R2's care.

Plan/Attestation Statement

Statement of Deficiencies	License #: 2463	Compliance Determination #35410
Plan of Correction	The Rivers at Puyallup, Independent Living & Assisted Living	Completion Date
Page 6 of 11	Licensee: PSL Associates, LLC	02/23/2024

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 Rivers at Puyallup, Independent Living & Assisted Living is or will be in compliance with this law and / or regulation on (Date) 4/5/2024 .

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

Administrator (or Representative) — Date: 3/6/2024

WAC 388-78A-2150 Signing negotiated service agreement. The assisted living facility must ensure that the negotiated service agreement is agreed to and signed at least annually by:

(1) The resident, or the resident's representative if the resident has one and is unable to sign or chooses not to sign;

(2) A representative of the assisted living facility duly authorized by the assisted living facility to sign on its behalf; and

This requirement was not met as evidenced by:

Based on interviews and record review, the Assisted Living Facility (ALF") failed to ensure that resident service plans were agreed upon and signed for 3 of 3 sampled residents (Residents 1, 2 & 3). This failure placed residents at risk for not receiving proper and adequate care and leaving staff without care directions.

Findings included...

Review of the ALF's "Evaluation Process" policy on 02/22/2024 showed that the service plan would need to be "communicated with the resident/resident's responsible party and a signature of agreement obtained at the time."

Record review of Resident records on 10/19/2023 and 02/07/2024 showed the following:

Resident 1 (R1)
R1 was admitted to the ALF on [redacted]/2022 with diagnoses to include [redacted]. There were no signed care plans to review. Progress notes and move in contract showed that on 03/22/2023 R1 moved from Assisted Living to Memory Care

Resident 2 (R2)
R2 admitted to the ALF on [redacted]/2020 with diagnoses to include [redacted]. There was no signed care plan to review. Review of progress notes did not show any changes in resident's condition between November 2023 and January 2024.

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 Rivers at Puyallup, Independent Living & 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

WAC 388-78A-2150 Signing negotiated service agreement. The assisted living facility must ensure that the negotiated service agreement is agreed to and signed at least annually by:

(1) The resident, or the resident's representative if the resident has one and is unable to sign or chooses not to sign;

(2) A representative of the assisted living facility duly authorized by the assisted living facility to sign on its behalf; and

This requirement was not met as evidenced by:

Based on interviews and record review, the Assisted Living Facility (ALF) failed to ensure that resident service plans were agreed upon and signed for 3 of 3 sampled residents (Residents 1, 2 & 3). This failure placed residents at risk for not receiving proper and adequate care and leaving staff without care directions.

Findings included...

Review of the ALF's "Evaluation Process" policy on 02/22/2024 showed that the service plan would need to be "communicated with the resident/resident's responsible party and a signature of agreement obtained at the time."

Record review of Resident records on 10/19/2023 and 02/07/2024 showed the following:

Resident 1 (R1)
R1 was admitted to the ALF on [redacted]/2022 with diagnoses to include [redacted]. There were no signed care plans to review. Progress notes and move in contract showed that on 03/22/2023 R1 moved from Assisted Living to Memory Care.

Resident 2 (R2)
R2 admitted to the ALF on [redacted]/2020 with diagnoses to include [redacted]. There was no signed care plan to review. Review of progress notes did not show any changes in resident's condition between November 2023 and January 2024.

Resident 3 (R3)
R3 admitted to facility on [redacted]2021 with diagnoses to include [redacted]. There was no signed care plan to review.

During an interview on 09/27/2023 at 10:45am, Resident 3's Representative (RR3) stated that she had started receiving increase charges from the facility. RR3 stated that as far as she was aware, R3 's care needs had not changed and there was no care plan that was sent to her to sign. RR3 stated that R3 was not receiving the care that they needed, had not been receiving showers or medications as ordered.

In an email dated 10/19/2023 at 10:29am, Staff E, Resident Care Coordinator, stated that there were no signed service plans for R1.

During an interview on 01/29/2024 at 11:01am, Resident 1's representative (RR1) stated that he did not remember signing a service plan and was not sure what services were included as part of her care.

During an interview on 01/30/2024 at 9:21am, Staff B, Health and Wellness Director, stated that when a care plan was generated, they would have a care conference with the resident and/or representative to agree on the plan and sign the agreement. Staff B stated that if they were not able to get hold of the resident's representative, they would make several attempts to include emails, phone calls and certified mail. When asked why resident care plans were not signed, Staff B stated she didn't know as she was not employed by facilty at the time

During an interview on 02/07/2024 at 11:46am, Resident 2's Representative (RR2) stated that she did not know about service plans until recently when Staff B contacted her after she made complaints about increasing costs. RR2 stated that she had not been aware of assessments or care conferences that were held to discuss resident care services and needs since R2 moved in.

During an interview on 02/22/2024 at 4:16pm, Staff A, Administrator, stated that service plans should be signed by the resident or their representative. When asked why resident's service plans were not signed and what the facility was doing to ensure they were signed, Staff A stated that they made multiple attempts via phone calls, emails, and certified letters. Staff A stated that they had issues reaching R2's representative since May when he had a change in condition. Staff A stated that the previous director responsible for service plans was no longer in the community. There was no documentation to show that multiple attempts to reach resident representatives had been made.

Resident 3 (R3)
R3 admitted to facility on [redacted]/2021 with diagnoses to include [redacted]. There was no signed care plan to review.

During an interview on 09/27/2023 at 10:45am, Resident 3's Representative (RR3) stated that she had started receiving increase charges from the facility. RR3 stated that as far as she was aware, R3 's care needs had not changed and there was no care plan that was sent to her to sign. RR3 stated that R3 was not receiving the care that they needed, had not been receiving showers or medications as ordered.

In an email dated 10/19/2023 at 10:29am, Staff E, Resident Care Coordinator, stated that there were no signed service plans for R1.

During an interview on 01/29/2024 at 11:01am, Resident 1's representative (RR1) stated that he did not remember signing a service plan and was not sure what services were included as part of her care.

During an interview on 01/30/2024 at 9:21am, Staff B, Health and Wellness Director, stated that when a care plan was generated, they would have a care conference with the resident and/or representative to agree on the plan and sign the agreement. Staff B stated that if they were not able to get hold of the resident's representative, they would make several attempts to include emails, phone calls and certified mail. When asked why resident care plans were not signed, Staff B stated she didn't know as she was not employed by facility at the time.

During an interview on 02/07/2024 at 11:46am, Resident 2's Representative (RR2) stated that she did not know about service plans until recently when Staff B contacted her after she made complaints about increasing costs. RR2 stated that she had not been aware of assessments or care conferences that were held to discuss resident care services and needs since R2 moved in.

During an interview on 02/22/2024 at 4:13pm, Staff A, Administrator, stated that service plans should be signed by the resident or their representative. When asked why resident's service plans were not signed and what the facility was doing to ensure they were signed, Staff A stated that they made multiple attempts via phone calls, emails, and certified letters. Staff A stated that they had issues reaching R2's representative since May when he had a change in condition. Staff A stated that the previous director responsible for service plans was no longer in the community. There was no documentation to show that multiple attempts to reach resident representatives had been made.

Statement of Deficiencies	License #: 2453	Compliance Determination #35410
Plan of Correction	The Rivers at Puyallup, Independent Living & Assisted Living	Completion Date
Page 7 of 11	Licensee: PSL Associates, LLC	02/23/2024

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 Rivers at Puyallup, Independent Living & Assisted Living is or will be in compliance with this law and / or regulation on (Date) 4/5/2024.

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

Administrator (or Representative) — Date: 3/6/2024

WAC 388-78A-2130 Service agreement planning. The assisted living facility must:

(2) Complete the negotiated service agreement for each resident using the resident's preadmission assessment, initial resident service plan, and full assessment information, within thirty days of the resident moving in;

(3) Review and update each resident's negotiated service agreement consistent with WAC 388-78A-2120:

(a) Within a reasonable time consistent with the needs of the resident following any change in the resident's physical, mental or emotional functioning; and

(b) Whenever the negotiated service agreement no longer adequately addresses the resident's current assessed needs and preferences.

(4) Review and update each resident's negotiated service agreement as necessary following an annual full assessment;

(5) Involve the following persons in the process of developing and updating a negotiated service agreement:

(a) The resident;

(b) The resident's representative to the extent he or she is willing and capable, if the resident has one;

This requirement was not met as evidenced by:

Based on interviews and record review, The Assisted Living Facility (ALF) failed to complete negotiated service plans within thirty days of resident move in, involve resident representatives or update within a reasonable time when residents had a change in condition for 2 of 2 sample residents (Residents 1&2). This failure place residents at risk for delayed services, having their immediate needs not being met and a decrease in quality of life.

Finding Included:
Record review on: 10/16/2023
and 02/07/2024 showed the following:

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 Rivers at Puyallup, Independent Living & 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

WAC 388-78A-2130 Service agreement planning. The assisted living facility must:

(2) Complete the negotiated service agreement for each resident using the resident's preadmission assessment, initial resident service plan, and full assessment information, within thirty days of the resident moving in;

(3) Review and update each resident's negotiated service agreement consistent with WAC 388-78A-2120 :

(a) Within a reasonable time consistent with the needs of the resident following any change in the resident's physical, mental, or emotional functioning; and

(b) Whenever the negotiated service agreement no longer adequately addresses the resident's current assessed needs and preferences.

(4) Review and update each resident's negotiated service agreement as necessary following an annual full assessment;

(5) Involve the following persons in the process of developing and updating a negotiated service agreement:

(a) The resident;

(b) The resident's representative to the extent he or she is willing and capable, if the resident has one;

This requirement was not met as evidenced by:

Based on interviews and record review, The Assisted Living Facility (ALF) failed to complete negotiated service plans within thirty days of resident move in, involve resident representatives or update within a reasonable time when residents had a change in condition for 2 of 2 sample residents (Residents 1&2). This failure place residents at risk for delayed services, having their immediate needs not being met and a decrease in quality of life.

Finding Included:
Record review on 10/16/2023
and 02/07/2024 showed the following:

Resident 1 (R1)

Review of R1's face sheet showed that R1 admitted to ALF on [redacted]2022 with diagnoses to include [redacted]. There were no service plans on file to review. Progress notes and move in contract showed that on 03/22/2023, R1 moved from Assisted Living to Memory Care. There was no updated care plan showing the changes from the 03/22/2023 move to memory care. A service plan dated 10/04/2023 was on file

Resident 2 (R2)

R2 admitted to facility on [redacted]/2020 with diagnosis to include [redacted]. A change in condition assessment was conducted 05/22/2023, there was no updated service plan addressing the change until 11/06/2023.

During an interview on 10/20/2023 at 11:15am, Staff C, Memory Care Director stated that R1 developed a pressure ulcer. When asked when the wound developed Staff C stated that it was discovered in September after admission to memory care. Staff C was asked if R1's care plan had interventions to prevent pressure ulcers from developing or instructions to reposition R1. Staff C stated that they now repositioned R1. Staff C was asked if there was a care plan when R1 moved to memory care to address the risk of developing a pressure ulcer. Staff C did not provide an answer. Staff C did not provide an answer when asked if the pressure ulcer could have prevented had there been an updated service plan that addressed repositioning.
During an interview on 01/29/2024 at 11:01am, Resident 1's representative (RR1) stated that he was not aware of R1's pressure ulcer until he received an email from hospice services. RR1 stated he asked facility who was responsible for repositioning R1, but he didn't get an answer. R1 stated that when he asked staff about repositioning, he was informed that R1 "made a fuss during care" and they didn't not want to agitate her. RR1 stated he didn't think he signed a care plan when R1 moved to memory care in March

During an interview on 02/22/2024 at 4:48pm, Staff A Administrator stated that service plans should be signed during the care conference after the nurse goes over it with resident or family. When asked if 7 months was a reasonable timeframe to get the care plans updated and signed, Administrator stated that it was not.

Resident 1 (R1)

Review of R1's face sheet showed that R1 admitted to ALF on [redacted]/2022 with diagnoses to include [redacted] There were no service plans on file to review. Progress notes and move in contract showed that on 03/22/2023, R1 moved from Assisted Living to Memory Care. There was no updated care plan showing the changes from the 03/22/2023 move to memory care. A service plan dated 10/04/2023 was on file.

Resident 2 (R2)

R2 admitted to facility on [redacted]/2020 with diagnosis to include [redacted]. A change in condition assessment was conducted 05/22/2023; there was no updated service plan addressing the change until 11/06/2023.

During an interview on 10/20/2023 at 11:15am, Staff C, Memory Care Director stated that R1 developed a pressure ulcer. When asked when the wound developed, Staff C stated that it was discovered in September after admission to memory care. Staff C was asked if R1's care plan had interventions to prevent pressure ulcers from developing or instructions to reposition R1. Staff C stated that they now repositioned R1. Staff C was asked if there was a care plan when R1 moved to memory care to address the risk of developing a pressure ulcer. Staff C did not provide an answer. Staff C did not provide an answer when asked if the pressure ulcer could have prevented had there been an updated service plan that addressed repositioning.
During an interview on 01/29/2024 at 11:01am, Resident 1's representative (RR1) stated that he was not aware of R1's pressure ulcer until he received an email from hospice services. RR1 stated he asked facility who was responsible for repositioning R1, but he didn't get an answer. R1 stated that when he asked staff about repositioning, he was informed that R1 "made a fuss during care" and they didn't not want to agitate her. RR1 stated he didn't think he signed a care plan when R1 moved to memory care in March.

During an interview on 02/22/2024 at 4:43pm, Staff A Administrator stated that service plans should be signed during the care conference after the nurse goes over it with resident or family. When asked if 7 months was a reasonable timeframe to get the care plans updated and signed, Administrator stated that it was not.

Administrator stated that R2's assessment was conducted May 29, 2023 and the ALF had been having problems getting in touch with R2's representative since December 2023. Administrator stated that service plans should have been signed and that the previous Health and Wellness director was not employed anymore.

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, The Rivers at Puyallup, Independent Living & Assisted Living is or will be in compliance with this law and / or regulation on (Date) 4/5/2024 .

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

Administrator (or Representative) — Date: 3/6/2024

WAC 388-78A-2090 Full assessment topics. The assisted living facility must obtain sufficient information to be able to assess the capabilities, needs, and preferences for each resident, and must complete a full assessment addressing the following, within fourteen days of the resident's move-in date, unless extended by the department for good cause:

(1) Individual's recent medical history, including, but not limited to:

(b) Chronic, current, and potential skin conditions; or

(c) Known allergies to foods or medications, or other considerations for providing care or services.

(8) Individual's level of personal care needs, including:

(a) Ability to perform activities of daily living;

This requirement was not met as evidenced by:

Based on interviews and record review, the Assisted Living Facility (ALF) failed to conduct a pre-admit assessment and an assessment within 14 days of resident move in as required. This failure placed all 3 residents at risk for not being adequately evaluated and not receiving the services they needed.

Findings included:

Record review on 02/22/2024 of the ALF's "Evaluation Process

Administrator stated that R2's assessment was conducted May 29, 2023 and the ALF had been having problems getting in touch with R2's representative since December 2023. Administrator stated that service plans should have been signed and that the previous Health and Wellness director was not employed anymore.

Plan/Attestation Statement

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

_____ _____
Administrator (or Representative) Date

WAC 388-78A-2090 Full assessment topics. The assisted living facility must obtain sufficient information to be able to assess the capabilities, needs, and preferences for each resident, and must complete a full assessment addressing the following, within fourteen days of the resident's move-in date, unless extended by the department for good cause:

(1) Individual's recent medical history, including, but not limited to:

(b) Chronic, current, and potential skin conditions; or

(c) Known allergies to foods or medications, or other considerations for providing care or services.

(8) Individual's level of personal care needs, including:

(a) Ability to perform activities of daily living;

This requirement was not met as evidenced by:

Based on interviews and record review, the Assisted Living Facility (ALF) failed to conduct a pre-admit assessment and an assessment within 14 days of resident move in as required. This failure placed all 3 residents at risk for not being adequately evaluated and not receiving the services they needed.

Findings Included:

Record review on 02/22/2024 of the ALF's "Evaluation Process

Policy" showed that an assessment was to be conducted "prior to move-in ..within 14-30 days of move-in...with any change in condition...".

Resident 1 (R1)

R1 admitted to ALF on [redacted]/2022 with diagnoses to include [redacted]. There was no pre-admit assessment or assessment of resident's needs after admission on file to review.

Resident 2 (R2)

R2 admitted to facility on [redacted]/2020 with diagnosis to include [redacted]. There was no pre-admit assessment or assessment of resident's needs after admission on file to review.

Resident 3 (R3)

R3 admitted to facility on [redacted]/2021 with diagnoses to include [redacted]. There was no pre-admit assessment or assessment of resident's needs after admission on file to review.

During an interview on 01/29/2024 at 11.01am, Resident 1's representative (RR1) stated that he was "unclear as to what services" R1 was it was not made clear to him what personal care R1 was to receive. RR1 stated that R1 ended up developing a pressure sore.
When asked if an assessment or evaluation was conducted for R1 upon admission or move to memory care, RR1 stated that
he was not sure.

During an interview on 01/30/2024 at 9.21am, Staff B, Health and Wellness Director stated that residents were assessed prior to moving in, after admission, within 30 days, quarterly and when there was a change in condition. When asked why there were no assessments for R1,2, and 3, Staff B stated she didn't know as she was not employed at the time of residents' admission.

Policy" showed that an assessment was to be conducted "prior to move-in... within 14-30 days of move-in... with any change in condition... ".

Resident 1 (R1)

R1 admitted to ALF on [redacted]/2022 with diagnoses to include [redacted]. There was no pre-admit assessment or assessment of resident's needs after admission on file to review.

Resident 2 (R2)

R2 admitted to facility on [redacted]/2020 with diagnosis to include [redacted]. There was no pre-admit assessment or assessment of resident's needs after admission on file to review.

Resident 3 (R3)

R3 admitted to facility on [redacted]/2021 with diagnoses to include [redacted]. There was no pre-admit assessment or assessment of resident's needs after admission on file to review.

During an interview on 01/29/2024 at 11:01am, Resident 1's representative (RR1) stated that he was "unclear as to what services" R1 was it was not made clear to him what personal care R1 was to receive. RR1 stated that R1 ended up developing a pressure sore.
When asked if an assessment or evaluation was conducted for R1 upon admission or move to memory care, RR1 stated that
he was not sure.

During an interview on 01/30/2024 at 9:21am, Staff B, Health and Wellness Director stated that residents were assessed prior to moving in, after admission, within 30 days, quarterly and when there was a change in condition. When asked why there were no assessments for R1,2, and 3, Staff B stated she didn't know as she was not employed at the time of residents' admission.

Statement of Deficiencies	License #: 2483	Compliance Determination #35410
Plan of Correction	The Rivers at Puyallup, Independent Living & Assisted Living	Completion Date
Page of 11	Licensee: PSL Associates, LLC	02/23/2024

During an interview on 02/07/2024 at 11:48am, Resident 2's representative (RR2) stated that she was not aware of services that R2 was receiving. RR2 stated that since admission, she had never participated in any assessment or care planning care conferences. RR2 stated that R2 now stayed in bed all the time.

During an interview on 02/22/2024 at 4:13pm, Staff A, Administrator stated that assessments were done prior to residents moving in, within 14 days and when there was a change in condition. When asked why there were no assessments for Residents 1, 2, and 3 for review, Staff A stated that they should have been done. Staff A stated that previous Health and Wellness Director was responsible for assessments. When asked how changes in function would be noted for increase in charges, Staff A stated that they would have verbal conversations with residents or their representatives.

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, The Rivers at Puyallup, Independent Living & Assisted Living is or will be in compliance with this law and / or regulation on (Date) 4/5/2024.

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

Administrator (or Representative) — Date: 3/6/2024

During an interview on 02/07/2024 at 11:46am, Resident 2's representative (RR2) stated that she was not aware of services that R2 was receiving. RR2 stated that since admission, she had never participated in any assessment or care planning care conferences. RR2 stated that R2 now stayed in bed all the time.

During an interview on 02/22/2024 at 4:13pm, Staff A, Administrator stated that assessments were done prior to residents moving in, within 14 days and when there was a change in condition. When asked why there were no assessments for Residents 1, 2, and 3 for review, Staff A stated that they should have been done. Staff A stated that previous Health and Wellness Director was responsible for assessments. When asked how changes in function would be noted for increase in charges, Staff A stated that they would have verbal conversations with residents or their representatives.

Plan/Attestation Statement

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

_____ _____
Administrator (or Representative) Date