STATE OF WASHINGTON
DEPARTMENT OF SOCIAL AND HEALTH SERVICES
AGING AND LONG-TERM SUPPORT ADMINISTRATION
20311 52nd Ave W, Suite 100, Lynnwood, WA 98036

01/06/2025

Pacifica Kenmore LLC
Kenmore Senior Living
7221 NE 182nd St
Kenmore, WA 98028

RE: Kenmore Senior Living # 2566

Dear Administrator:

This letter addresses deficiencies occurring in the report(s) for: Compliance Determination(s) 51661 (Completion Date 01/06/2025) and 47949 (Completion Date 10/16/2024).

The Department completed a follow-up inspection of your Assisted Living Facility on 01/06/2025 and found no deficiencies.

The Department found that deficiencies for the following licensing laws and regulations were corrected:
WAC 388-78A-2660 Resident rights. The assisted living facility must:

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

(4) Promote and protect the residents' exercise of all rights granted under chapter 70.129 RCW;

WAC 388-78A-2361 Project and operations functional program.

(1) The facility must develop and document their functional programing, under WAC 388-78A-2852 , during the project development and planning process. This document must inform the design process and be provided to the department of health construction review services consistent with WAC 388-78A-2852 for use in review of the construction project documents and preoccupancy survey. This document must identify and describe, as applicable:

(a) Services offered, whether intermittent nursing services or contract care services under chapter 388-110 WAC;

The Department staff who did the On Site verification:

Hayley Pinkham, ALF Licensor

If you have any questions, please contact me at (253)312-1446.

Sincerely,

Jamie Singer

Jamie Singer, Field Manager
Region 2, Unit J
Residential Care Services

Residential Care Services
Investigation Summary Report

Provider/Facility: Kenmore Senior Living

Provider Type: Assisted Living Facility

License/Cert.#: 2566
Compliance Determination #: 47949
Investigator: Hayley Pinkham
Investigation Date(s): 09/30/2024 through 10/16/2024
Complainant Contact Date(s):

Intake ID: 147449
Region/Unit #: RCS Region 2 / Unit J

Allegation(s):

1) The Assisted Living Facility (ALF) is utilizing rooms for [redacted] ([redacted]) residents that did not meet the environmental contract requirements in what was formally the Memory Care Unit (MCU).

Investigation Methods:

Sample:	Total residents: 64 Resident sample size: 6 Closed records sample size:
Observations:	Residents Resident rooms Staff to resident interactions Resident to resident interactions
Interviews:	Residents Nursing staff Others not associated with the facility
Record Reviews:	Medical records Facility records

Investigation Summary:

1) Observation showed the apartments in the previous MCU did not meet environmental regulations for a resident receiving [redacted]. The facility failed to ensure they had received approval or waivers to have residents under particular [redacted] contracts were living in apartments that met the physical environmental requirements. See Statement of Deficiencies dated 10/16/2024.

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: Kenmore Senior Living
Provider Type: Assisted Living Facility

License/Cert.#: 2566
Intake ID: 150492
Compliance Determination #: 47949
Region/Unit #: RCS Region 2 / Unit J
Investigator: Hayley Pinkham
Investigation Date(s): 09/30/2024 through 10/16/2024
Complainant Contact Date(s):

Allegation(s):

1. The Assisted Living Facility (ALF) had blocked the Named Resident from being able to pay their client participation.
2. The ALF is requiring the Named Resident and another resident, who have been approved by the ALF for [redacted], to pay privately.

Investigation Methods:

Sample:	Total residents: 64 Resident sample size: 6 Closed records sample size:
Observations:	Identified resident Residents Apartments
Interviews:	Identified resident Family members Staff
Record Reviews:	Department Records Resident Records

Investigation Summary:

1. The ALF failed to respect and promote the rights of the Named Resident by issuing a discharge letter for non-payment when no payment was owed. See Statement of Deficiencies dated 10/16/2024.
2. The ALF was charging a resident private pay rates while receiving [redacted] payments. [redacted] Fraud had been notified. See Statement of Deficiencies dated 10/16/2024.

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
20311 52nd Ave W, Suite 100, Lynnwood, WA 98036

Statement of Deficiencies	License #: 2566	Compliance Determination # 47949
Plan of Correction	Kenmore Senior Living	Completion Date
Page 1 of 7	Licensee: Pacifica Kenmore LLC	10/16/2024

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 09/30/2024 and 09/30/2024 of:

Kenmore Senior Living
7221 NE 182nd St
Kenmore, WA 98028

This document references the following complaint number(s): 147449, 150492

The following sample was selected for review during the unannounced on-site visit: 6 of 64 current residents and 0 former residents.

The department staff that investigated the Assisted Living Facility:

Hayley Pinkham, ALF Licensor

From:
DSHS. Aging and Long-Term Support Administration
Residential Care Services, Region 2 , Unit J
20311 52nd Ave W, Suite 100
Lynnwood, WA 98036

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.

Jamie Seigen — 10/16/2024
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.

Statement of Deficiencies	License #: 2566	Compliance Determination # 47949
Plan of Correction	Kenmore Senior Living	Completion Date
Page 2 of 7	Licensee: Pacifica Kenmore LLC	10/16/2024

Administrator (or Representative) 10/29/2024 Date

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

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

(4) Promote and protect the residents' exercise of all rights granted under chapter 70.129 RCW;

This requirement was not met as evidenced by:

Based on interview and record review, the Assisted Living Facility (ALF) failed promote and protect 1 of 1 [redacted] resident's (Resident 2) rights when they issued two 30-day Termination and Discharge Letters for non-payment when there was no outstanding balance owed. This failure reduced Resident 2's quality of life and security.

Findings included...

NOTE: Revised Code of Washington 70.129.110 - Disclosure, transfer, and discharge requirements. (1) The facility must permit each resident to remain in the facility, and not transfer or discharge the resident from the facility unless: (a) The transfer or discharge is necessary for the resident's welfare and the resident's needs cannot be met in the facility; (b) The safety of individuals in the facility is endangered; (c) The health of individuals in the facility would otherwise be endangered; (d) The resident has failed to make the required payment for his or her stay; or (e) The facility ceases to operate.

In interview, 10/07/2024 at 10:01 AM, Staff A (Executive Director) stated Resident 2 had no outstanding balance with the ALF prior to [redacted]/2024.

Review of the Department's Secure Tracking and Reporting System (STARS) database, on 10/08/2024, showed the ALF had an Assisted Living Standard of Work (SOW) [redacted] contract issued on 02/17/2021. Review of the SOW contract showed Staff C (Former General Manager) signed the contract on 03/18/2021. The SOW contract, under DSHS (Department of Social and Health Services) defined the Program Agreement as, "an agreement between the Contractor and DSHS containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by DSHS." Under section 4, Billing Limitations, subsection (c) the SOW contract stated, "The Contractor shall not bill and DSHS shall not pay for services performed under this Contract, if the Contractor has charged or will charge another agency of the state of Washington or any other party for the same services." The SOW contract defined Client Participation as, "the amount of the client's nonexempt income, if any, that the Contractor shall collect directly from the client and apply to the cost of

the client's authorized care. Under the Special Terms and Conditions of the SOW contract under section 2, Statement of Work, subsection (1)(a) the contract stated, "To ensure the client's rights are protected, the contractor may not evict a client without complying with the transfer and discharge requirements under chapter 70.129.110 Revised Code of Washington."

In the SOW contract under section 5, Payment for Services, subsection (b) the contract stated, "The Contractor accepts the DSHS payment amount, together with any client participation amount as sole and complete payment for the services provided under this Contract. The Contractor shall be responsible for collection of the client's participation amount (if any) from the client in the month in which the services are provided."

Record review showed the ALF admitted Resident 2 on [redacted]/2020. Review of a Negotiated Service Agreement, dated 09/05/2024, showed Resident 2 required medication management.

Review of Home and Community Services (HCS) CareWeb Production database showed Resident 2 had converted to [redacted], on [redacted]/2024, and was designated by HCS to receive care under the SOW contract. Record review showed Staff B (ALF's Resident Care Coordinator) signed the SOW HCS Service Summary and daily [redacted] rate, on 04/11/2024, and submitted it to HCS.

In interview on, 10/09/2024 at 12:39 PM, Collateral Contact 3 (CC3-HCS Representative) stated when an ALF signs the service summary and returns it to HCS it is considered "accepting" that resident as [redacted]. CC3 stated that the ALFs Resident Care Coordinator accepted Resident 2, under the SOW contract conditions, on 04/11/2024. CC3 stated the ALF billed DSHS, and payments were made for Resident 2 for the months of April, May, and June 2024. CC3 stated it was the ALF's responsibility to bill DSHS to receive their payment, not Resident 2. CC3 confirmed that the ALF could not charge Resident 2 beyond his participation since they accepted him on [redacted]. CC3 stated the ALF were requiring Resident 2 to move into an apartment that did not meet the SOW contract environmental requirements. CC3 stated because Resident 2 and his family knew the apartment did not meet the environmental requirements they had refused to move. CC3 stated she had a meeting with Resident 2's representatives, Staff A and Staff D (ALF Corporate Representative). CC3 stated Staff A and Staff D said in that meeting that if Resident 2 did not move to the shared apartment (that did not meet the environmental requirements of the SOW contract) he would have to pay privately or move out.

For details regarding SOW contract environmental requirements see the Washington Administrative Code (WAC) 388-78A-2361 citation in this Statement of Deficiencies.

Record review of a 30-Day Termination and Discharge Notice issued by the ALF, dated 06/28/2024, showed Resident 2 was put on notice that the residence agreement would be terminated on [redacted]/2024 due to non-payment of the required monthly charges. The notice showed the ALF required a payment of $17,833.90 and stated, "This amount

represents the balance due for your residency, care services and/or other applicable fees from April 2024 thru(sic) June 2024." The notice stated that Resident 1 was required to vacate on [redacted]/2024. This notice was signed by Staff A and dated 06/28/2024.

Record review of a second 30-Day Termination and Discharge Notice issued by the ALF, dated 08/30/2024, showed Resident 2 was put on notice that the residence agreement would be terminated on [redacted]/2024 due to non-payment of the required monthly charges. The notice showed the ALF required a payment of $2,618.18 and stated, "This amount represents the balance due for your residency, care services and/or other applicable fees from August 2024 thru(sic) August 2024." The notice stated that Resident 1 was required to vacate on [redacted]/2024. This notice was signed by Staff A and dated 08/30/2024.

In interview, on 10/14/2024 at 11:02 AM, Collateral Contact 2 (CC2- Resident 2's Family Representative) stated that she first approached Staff A about Resident 2 converting to [redacted] in at the end of [redacted] 2024. CC2 stated Staff A told her the facility would not accept Resident 2's [redacted] unless he moved a different apartment, that did not have a kitchenette, and was shared with another resident. CC2 stated she knew that the environmental requirements for a SOW contract [redacted] resident included an apartment that was not shared, had a kitchen and more square footage then those Staff A was requiring Resident 2 to move to. CC2 stated she knew that the ALF was billing DSHS and receiving [redacted] payments for Resident 2. CC2 stated she had been paying the client participation on time and every month since [redacted]/2024. CC2 stated the ALF was not only continuing to charge and demand private pay, but they had also been charging a $250 late fee every month since [redacted]/2024. CC2 stated she had been working with HCS and the King County Ombuds program to try to get the ALF to rescind the discharge notice and allow Resident 2 to live in an apartment that met the regulations. CC2 stated that as of [redacted]/2024, the ALF had cut off her access to their online payment portal, to make it impossible for her to make Resident 2's client participation payment. CC2 stated because the ALF left her no way to pay, she sent the client participation payment for October 2024 by check via certified mail.

In interview on 10/07/2024 at 10:01 AM, Staff A stated the ALF had been requiring Resident 2 continue to pay privately since [redacted]/2024. When asked if the ALF could continue to request Resident 2 to pay privately once DSHS was paying through [redacted], Staff A said, "No. Technically, no." Staff A confirmed that Resident 2 had been paying their client participation in full and on time

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, Kenmore Senior Living is or will be in compliance with this law and / or regulation on (Date) Nov. 29, 2024 .

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

Administrator (or Representative) 10/31/2024 Date

WAC 388-78A-2361 Project and operations functional program.

(1) The facility must develop and document their functional programing, under WAC 388-78A-2852 , during the project development and planning process. This document must inform the design process and be provided to the department of health construction review services consistent with WAC 388-78A-2852 for use in review of the construction project documents and preoccupancy survey. This document must identify and describe, as applicable:

(a) Services offered, whether intermittent nursing services or contract care services under chapter 388-110 WAC;

This requirement was not met as evidenced by:

Based on observation, interview and record review, the Assisted Living Facility (ALF) failed to meet the specific requirements related to the physical environment or receive approval from Washington state Department of Health (DOH) Construction Review Services (CRS) regarding the apartment where services were offered to 1 of 1 resident (Resident 1) under a [redacted] contract. This failure resulted in Resident 1 being placed in an apartment that did not meet the physical environment regulations.

Findings included...

NOTE: Washington Administrative Code (WAC) 388-110-140 - Assisted Living Standard of Work SOW contract facility physical requirements. (1) Licensed assisted living facilities with an assisted living services contract are required to: (a) Meet the physical requirements that were in effect at the time of initial contracting; or (b) If there is a break in contract, meet the requirements in effect at the time of the new contract. (2) The contractor must ensure each resident has a private apartment-like unit. Each unit must have at least the following: (a) A minimum area of two hundred twenty square feet. The minimum area may include counters, closets and built-ins, but must exclude the bathroom; (b) A private bathroom. The private bathroom must be equipped with a sink, a toilet, and a shower or bathtub. At least one wheelchair accessible bathroom with a roll-in shower that is at least forty-eight inches by thirty-six inches must be provided for every two residents whose care is partially or fully funded through the assisted living contract; (c) A lockable entry door; (d) A kitchen area. The kitchen area must be equipped with: (i) A refrigerator; (ii) A microwave oven, range or cooktop; (iii) A

counter mounted kitchen sink, with inside dimensions of at least twenty-one inches by fifteen inches, and a minimum depth of seven inches; (iv) A storage space for utensils and supplies; and [a] (v) A work counter surface, with a minimum usable surface area of thirty inches in length by twenty-four inches deep, a maximum height of thirty-four inches, and having a clear knee space beneath at least twenty-seven inches in height and thirty inches in length; and (e) A living area wired for telephone and, where available in the geographic location, wired for television service. (3) Married couples may share an apartment-like unit under an assisted living contract if: (a) Both residents understand they are each entitled to live in a separate private unit; and (b) Both residents mutually request to share a single apartment-like unit. (4) The contractor must provide a private accessible mailbox for each resident whose care is partially or fully funded through the assisted living contract. (5) The contractor must provide homelike smoke-free common areas with sufficient space for socialization designed to meet resident needs. Common areas must be available for resident use at any time provided such use does not disturb the health or safety of other residents. The contractor must make access to outdoor areas available to all residents. (6) The contractor must provide a space for residents to meet with family and friends outside the resident's living unit. (7) The department may grant an exemption to the requirements of this section in accordance with WAC 388-78A-2820.

Review of the Department's Secure Tracking and Reporting System (STARS) database, on 10/08/2024, showed the ALF had an Assisted Living Standard of Work (SOW) [redacted] contract issued on 02/17/2021. Review of the SOW contract showed Staff C (Former General Manager) signed the contract on 03/18/2021.

Record review showed the ALF admitted Resident 1 on [redacted]/2021.

Review of Home and Community Services (HCS) CareWeb Production database showed Resident 1 had converted to [redacted], on [redacted]/2024, and was designated by HCS to receive care under the SOW contract. Record review showed Staff B (ALF's Resident Care Coordinator) signed the SOW HCS Service Summary and SOW daily [redacted] rate, on 08/05/2024, and submitted it to HCS.

Review of the Departments STARS database, on 10/08/2024, showed apartment [redacted] was measured by the Department and approved by the ALF on 05/01/2023 as being 177 square feet (SF), not the required 220 SF.

Observation, on 09/30/2024 at 12:22 PM, showed apartment [redacted] was occupied by Resident 1. Observation showed apartment [redacted] was a studio apartment. Apartment [redacted] did not include a kitchen area equipped with a refrigerator, a microwave, range or cooktop, a counter mounted kitchen sink that met the measurement requirements, a storage unit for utensils and supplies, a work counter space that met the measurement requirements.

In interview, on 10/09/2024 at 12:22 PM, Collateral Contact 4 (CC4- Resident 1's Family Representative) stated Resident 1 moved to the studio apartment due to Resident 1

converting to [redacted].

Record review showed the ALF did not have a waiver or approval for Resident 1 to live in apartment [redacted] under the SOW contract.

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, Kenmore Senior Living is or will be in compliance with this law and / or regulation on (Date) Nov. 29, 2024.

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

Administrator (or Representative) — Date: 10/31/2024