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**SUBSTITUTE HOUSE BILL 1296**

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**State of Washington**

**66th Legislature**

**2019 Regular Session**

**By** House Health Care & Wellness (originally sponsored by Representatives Macri, Goodman, Appleton, Cody, Thai, Tharinger, and Springer)

READ FIRST TIME 02/19/19.

1 AN ACT Relating to continuing care retirement communities;  
2 amending RCW 18.390.010, 18.390.030, 18.390.040, 18.390.060,  
3 18.390.070, 18.390.080, and 18.390.900; adding a new section to  
4 chapter 18.390 RCW; adding a new chapter to Title 43 RCW; and  
5 providing an expiration date.

6 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

7 NEW SECTION. **Sec. 1.** (1) The legislature finds that protecting  
8 seniors, people with disabilities, and other individuals who wish to  
9 age in place is a priority for the state, and that the older  
10 Americans act of 1965 required the creation of Washington's long-term  
11 care ombuds program to effectively assist individuals living in long-  
12 term care facilities in the assertion of their civil and human  
13 rights. The legislature further finds that it is necessary to explore  
14 how the services of the long-term care ombuds could benefit  
15 individuals who live in continuing care retirement communities, which  
16 are a hybrid of independent living arrangements and long-term care  
17 settings. The independent residents of continuing care retirement  
18 communities have needs that are similar to those of long-term care  
19 residents, and are often compounded by the unique financial and  
20 contractual agreements between residents and the continuing care  
21 retirement community, including the significant investment of an

1 individual's lifelong savings into such an arrangement. The  
2 legislature, therefore, finds that it is appropriate to provide the  
3 independent residents of continuing care retirement communities with  
4 access to the Washington state long-term care ombuds program and  
5 direct the long-term care ombuds to pilot a demonstration serving the  
6 unique financial needs of independent continuing care retirement  
7 community residents.

8 (2) The legislature finds that, pursuant to federal and state  
9 laws, the office of the state long-term care ombuds currently  
10 provides advocacy and other services to long-term care residents who  
11 live in the assisted living components and nursing facility  
12 components of continuing care retirement communities.

13 (3) The legislature intends to provide independent residents of  
14 continuing care retirement communities access to the office of the  
15 state long-term care ombuds through a pilot project.

16 **Sec. 2.** RCW 18.390.010 and 2016 c 183 s 1 are each amended to  
17 read as follows:

18 The definitions in this section apply throughout this chapter  
19 unless the context clearly requires otherwise.

20 (1) "Application fee" means a fee charged to an individual or  
21 individuals prior to the execution of a residency agreement, apart  
22 from an entrance fee.

23 (2) "Care" means nursing, medical, or other health-related  
24 services, protection or supervision, assistance with activities of  
25 daily living, or any combination of those services.

26 (3) "Continuing care" means directly providing or indirectly  
27 making available, upon payment of an entrance fee and under a  
28 residency agreement, housing and care for a period of greater than  
29 one year.

30 (4) "Continuing care retirement community" means an entity that  
31 agrees to provide continuing care to a resident under a residency  
32 agreement. "Continuing care retirement community" does not include an  
33 assisted living facility licensed under chapter 18.20 RCW that does  
34 not directly, or through a contractual arrangement with a separately  
35 owned and incorporated skilled nursing facility, offer or provide  
36 services under chapter 74.42 RCW.

37 (5) "Department" means the department of social and health  
38 services.

1 (6) "Entrance fee" means an initial or deferred transfer to a  
2 continuing care retirement community of a sum of money or other  
3 property made or promised to be made as full or partial consideration  
4 for acceptance of one or more residents in a continuing care  
5 retirement community. "Entrance fee" does not include deposits of ten  
6 thousand dollars or less or any amount that is based on rental or  
7 lease payments of one month or more.

8 (7) "Prospective resident" means a person who has completed an  
9 application for admission to a continuing care retirement community  
10 and makes a refundable deposit to reserve a unit, excluding  
11 applicable administrative fees.

12 (8) "Residency agreement" means a contract between a continuing  
13 care retirement community and a resident for the provision of  
14 continuing care for a period of greater than one year.

15 (9) "Resident" means a person who enters into a residency  
16 agreement with a continuing care retirement community or who is  
17 designated in a residency agreement to be a person being provided  
18 with continuing care.

19 (10) "Actuarial report" means a report or analysis prepared by an  
20 actuary in accordance with commonly accepted actuarial standards of  
21 practice issued by the actuarial standards board.

22 (11) "Management company" means a person or entity that operates  
23 or manages a continuing care retirement community pursuant to a  
24 management contract with that continuing care retirement community.

25 (12) "Management contract" means a management, service, or  
26 incentive payment contract between a management company and a  
27 continuing care retirement community under which the management  
28 company provides services or products for the continuing care  
29 retirement community.

30 (13) "Type A contract" means a care contract that includes a  
31 promise, expressed or implied, by a continuing care retirement  
32 community that has a comprehensive continuum of care, including a  
33 skilled nursing facility, under the ownership and supervision of the  
34 provider on or adjacent to the premises to provide or pay for routine  
35 services at all levels of care, including acute care and the services  
36 of physicians and surgeons, to the extent not covered by other public  
37 or private insurance benefits, to a resident for the duration of the  
38 resident's life. Under a type A contract, changes are not made in the  
39 monthly fee based on the level of care and include provisions to

1 subsidize residents who become financially unable to pay their  
2 monthly care fees.

3 **Sec. 3.** RCW 18.390.030 and 2016 c 183 s 3 are each amended to  
4 read as follows:

5 (1) An applicant for a registration as a continuing care  
6 retirement community must submit the following materials to the  
7 department:

8 (a) A written application to the department providing all  
9 necessary information on a form provided by the department;

10 (b) Information about the licensed assisted living facility  
11 component of the continuing care retirement community and, if the  
12 continuing care retirement community operates a nursing home,  
13 information about that component;

14 (c) Copies of any (i) residency agreements and (ii) service or  
15 care agreements used for nonindependent residents that the continuing  
16 care retirement community intends to use for the certification  
17 period. The agreements must be clear and complete and must detail the  
18 mutual expectation and obligation of the residents and the continuing  
19 care retirement community;

20 (d) A copy of the disclosure statement that includes current  
21 information required by RCW 18.390.060;

22 (e) (i) Except as provided in (e) (ii) of this subsection, copies  
23 of audited financial statements for the two most recent fiscal years.  
24 The audited financial statement for the most current period may not  
25 have been prepared more than eighteen months prior to the date that  
26 the continuing care retirement community applied for its current  
27 registration;

28 (ii) If the continuing care retirement community:

29 (A) Has obtained financing, but has been in operation less than  
30 two years, a copy of the audited financial statement for the most  
31 current period, if available, and an independent accountant's report  
32 opinion letter that has evaluated the financial feasibility of the  
33 continuing care retirement community; or

34 (B) Has not obtained financing, a summary of the actuarial  
35 analysis for the new continuing care retirement community stating  
36 that the continuing care retirement community is in satisfactory  
37 actuarial balance;

38 (f) An attestation by a management representative of the  
39 continuing care retirement community that the continuing care

1 retirement community is in compliance with the disclosure  
2 notification requirements of RCW 18.390.060; (~~and~~)

3 (g) Payment of any registration fees associated with the  
4 department's cost of registering continuing care retirement  
5 communities; and

6 (h) (i) For any applicant for a registration as a continuing care  
7 retirement community that offers, or intends to offer, type A  
8 contracts to its residents, a copy of the most recent actuarial  
9 report.

10 (ii) The most recent actuarial report may not have been prepared  
11 as of a date more than three years prior to the date when the  
12 continuing care retirement community applied for its current  
13 registration, except that the preparation date may be extended to no  
14 more than five years if the continuing care retirement community's  
15 most recent audited financial statement shows a surplus and if its  
16 three most recent audited financial statements show positive  
17 operating earnings. The continuing care retirement community shall  
18 redact any information that contains personal financial or health  
19 care information related to any resident.

20 (2) The department shall base its decision to issue a  
21 registration on the completeness of the application. If an  
22 application is incomplete, the department shall inform the applicant  
23 and give the applicant an opportunity to supplement its submission.  
24 An applicant may appeal a decision of the department to deny an  
25 application for registration.

26 (3) The department shall issue the registration within sixty days  
27 of the receipt of a complete application, payment of fees, submission  
28 of disclosures, residency agreements, and the attestation. The  
29 department's failure to timely issue a registration may not cause a  
30 delay in the change of ownership and ongoing operation of the  
31 continuing care retirement community.

32 (4) Registration is valid for two years.

33 (5) Registration is not transferable.

34 (6) Materials submitted pursuant to this section are not subject  
35 to disclosure under the public records act, chapter 42.56 RCW.

36 **Sec. 4.** RCW 18.390.040 and 2016 c 183 s 4 are each amended to  
37 read as follows:

38 (1) The department shall:

1 (a) Register an individual or entity that submits a complete  
2 application that includes all of the materials required in RCW  
3 18.390.030;

4 (b) Review the disclosure statements submitted by applicants for  
5 an initial or renewal registration to operate a continuing care  
6 retirement community for completeness;

7 (c) Establish and collect a fee that is sufficient to cover the  
8 department's costs associated with administering the requirements of  
9 this chapter; (~~and~~)

10 (d) Create and maintain an online listing that is readily  
11 available to the public of the names and addresses of continuing care  
12 retirement communities that are registered with the department; and

13 (e) Adopt rules, policies, and standards, pursuant to chapter  
14 34.05 RCW, as necessary to administer this chapter.

15 (2) The department's registration activities consist of reviewing  
16 an application for completeness and do not signify that the  
17 department has otherwise issued a certification or license to the  
18 continuing care retirement community or any of its component parts.

19 NEW SECTION. **Sec. 5.** A new section is added to chapter 18.390  
20 RCW to read as follows:

21 (1) For the purposes of RCW 18.390.060 and 18.390.070, a  
22 management company controls a continuing care retirement community  
23 if:

24 (a) At least fifty-one percent of the directors, trustees,  
25 governing board members, or members of the continuing care retirement  
26 community are either (i) also trustees, directors, agents, or  
27 employees of the management company or (ii) controlled by the  
28 management company; or

29 (b) The management company holds a majority of the stock or other  
30 equity of the continuing care retirement community.

31 (2) For the purposes of subsection (1)(a) of this section, a  
32 director, trustee, governing board member, or member of the  
33 continuing care retirement community is controlled by a management  
34 company if the management company has the power to remove the person  
35 and designate a new director, trustee, governing board member, or  
36 member of the continuing care retirement community.

37 **Sec. 6.** RCW 18.390.060 and 2016 c 183 s 6 are each amended to  
38 read as follows:

1 (1) A continuing care retirement community must prepare a  
2 disclosure statement that includes the following information:

3 (a) The names of the individual or individuals who constitute the  
4 continuing care retirement community and each of the officers,  
5 directors, trustees, or managing general partners of the legal entity  
6 and a description of each individual's duties on behalf of the legal  
7 entity;

8 (b) The business address of the continuing care retirement  
9 community;

10 (c) The type of ownership, the names of the continuing care  
11 retirement community's owner and operator, and the names of any  
12 affiliated facilities;

13 (d) The names and business addresses of any individual having any  
14 more than a ten percent direct or indirect ownership or beneficial  
15 interest in the continuing care retirement community, the percentage  
16 of the direct or indirect ownership or beneficial interest, and a  
17 description of each individual's interest in or occupation with the  
18 continuing care retirement community;

19 (e) The location and general description of the continuing care  
20 retirement community, including:

21 (i) The year the continuing care retirement community opened;

22 (ii) The location and number of living units, licensed assisted  
23 living facility beds, and nursing beds considered part of the  
24 continuing care retirement community;

25 (iii) The average annual occupancy rate for the prior three  
26 fiscal years for each type of unit or bed; and

27 (iv) Any other care facilities owned or operated by the owner of  
28 the continuing care retirement community;

29 (f) An explanation of the continuing care retirement community's  
30 policy regarding placement in off-campus assisted living facilities  
31 and nursing homes and the payment responsibilities of the continuing  
32 care retirement community and the resident in the event of off-campus  
33 placement;

34 (g) The number of residents who were placed off-site in the  
35 previous three years for assisted living and nursing services due to  
36 the lack of available capacity at the continuing care retirement  
37 community;

38 (h) An explanation of all types of fees charged by the continuing  
39 care retirement community, how each type of fee is determined,

1 current ranges for each type of fee, and refund policies for each  
2 type of fee;

3 (i) Statements describing the continuing care retirement  
4 community's policy for notifying residents of fee increases,  
5 including the amount of prior notification that is provided;

6 (j) Statements describing the continuing care retirement  
7 community's policy related to changes in levels of care and any  
8 associated fees;

9 (k) Statements describing the continuing care retirement  
10 community's policy for the termination of a contract, including the  
11 return of any fees or deposits pursuant to the residency agreement;

12 (l) A description of services provided or proposed to be provided  
13 by the continuing care retirement community under its residency  
14 agreements, including:

15 (i) The extent to which care, long-term care, or health-related  
16 services are provided. If the services are provided at a facility  
17 that is not certified as part of the continuing care retirement  
18 community's campus, the disclosure statement must identify the  
19 location where the services are provided and any additional fees  
20 associated with the services; and

21 (ii) The services made available by the continuing care  
22 retirement community for an additional charge; (~~and~~)

23 (m) (i) The continuing care retirement community's two most recent  
24 annual audited financial statements prepared in accordance with  
25 generally accepted accounting principles by a certified public  
26 accountant. The most recently audited financial statement may not  
27 have been prepared more than eighteen months prior to the date that  
28 the continuing care retirement community applied for its current  
29 registration.

30 Beginning with fiscal years ending after January 1, 2019,  
31 financial statements must disclose:

32 (A) Whether, and in what manner, funds have been set aside for  
33 reserves or other contingent liabilities reflected in the financial  
34 statements; and

35 (B) The management fees or other compensation paid by the  
36 continuing care retirement community to a management company, or any  
37 related party, that controls the continuing care retirement community  
38 during the continuing care retirement community's two preceding  
39 fiscal years. The disclosure must include a detailed summary of how  
40 the fees and compensation were spent by the management company,



1 including an itemization of the dollar amount expenditures that were  
2 not for the direct benefit of the continuing care retirement  
3 community or its residents, and the dollar amount of management and  
4 occupancy fees spent on payment of indebtedness to the management  
5 company, including agents and contractors selected by the management  
6 company. The management company is a component of the continuing care  
7 retirement community for the purposes of this subsection to the  
8 extent that the management company has received fees and compensation  
9 from the continuing care retirement community and must use its best  
10 efforts to identify the itemized amounts; or

11 (ii) If the continuing care retirement community is new and:

12 (A) Has obtained financing, but does not have two years of  
13 audited financial statements as required under (m)(i) of this  
14 subsection, an independent accountant's report opinion letter that  
15 has evaluated the financial feasibility of the continuing care  
16 retirement community; or

17 (B) Has not obtained financing, a summary of the actuarial  
18 analysis for the new continuing care retirement community stating  
19 that the continuing care retirement community is in satisfactory  
20 actuarial balance; and

21 (n) For any continuing care retirement community that offers type  
22 A contracts to its residents:

23 (i) An actuarial summary of the continuing care retirement  
24 community's most recent actuarial report, including material  
25 actuarial assumptions.

26 (ii)(A) A resident or prospective resident of the independent  
27 living portion of a continuing care retirement community may obtain a  
28 copy of a continuing care retirement community's most recent full  
29 actuarial report by submitting a written request to the continuing  
30 care retirement community. Before disclosing a full actuarial report,  
31 a continuing care retirement community shall redact any information  
32 that contains personal financial or health care information related  
33 to any resident.

34 (B) A resident or prospective resident who has obtained a copy of  
35 a continuing care retirement community's full actuarial report may  
36 only disclose that full actuarial report to other residents of the  
37 independent living portion of a continuing care retirement community  
38 and their legal, financial, and actuarial advisers. A continuing care  
39 retirement community may adopt a reasonable confidentiality agreement  
40 and require that any disclosures of the full actuarial report to

1 other residents or prospective residents of the independent living  
2 portion of the continuing care retirement community and their legal,  
3 financial, and actuarial advisers must comply with the terms of the  
4 confidentiality agreement.

5 (2) ((The)) All disclosure statements must be written in  
6 understandable language and a clear format.

7 (3) Prior to entering into a residency agreement with, or  
8 accepting an entrance fee from, any prospective resident, a  
9 continuing care retirement community must deliver to the prospective  
10 resident a copy of the disclosure statements of the continuing care  
11 retirement community, as most recently submitted to the department,  
12 updated to the date of delivery with information that is material to  
13 the prospective resident's decision to become a resident.

14 (4) For the purposes of this section, in addition to the meaning  
15 in RCW 18.390.010, the term "continuing care retirement community"  
16 also includes any entity that manages or operates, or has a  
17 significant role in the management or operation of, an entity that  
18 agrees to provide continuing care to a resident under a residency  
19 agreement.

20 **Sec. 7.** RCW 18.390.070 and 2016 c 183 s 7 are each amended to  
21 read as follows:

22 (1) A prospective resident may visit each of the different care  
23 levels of the continuing care retirement community, assisted living  
24 facility, and nursing home, and may inspect the most recent  
25 inspection reports and findings of complaint investigations related  
26 to the assisted living and nursing home components covering a period  
27 of not less than two years, as available, prior to signing a  
28 residency agreement.

29 (2) All residents of a continuing care retirement community in a  
30 living unit that is not used exclusively for assisted living or  
31 nursing services have the following expectations:

32 (a) Transparency regarding the financial stability of the  
33 provider operating the facility;

34 (b) Timely notifications of developments affecting the facility,  
35 including ownership changes of the provider operating the facility, a  
36 change in the financial condition of the provider operating the  
37 facility, and construction and renovation at the facility. The  
38 management of the continuing care retirement community may deem  
39 certain information to be confidential if it is of a sensitive nature

1 such that disclosure of the information would materially harm the  
2 position of the continuing care retirement community;

3 (c) Reasonable accommodations for persons with disabilities;

4 (d) The opportunity to participate freely in the operation of  
5 independent residents' organizations and associations and the  
6 opportunity of each resident to participate meaningfully in decisions  
7 affecting the resident's health, welfare, and financial security;

8 (e) The opportunity to seek independent counsel review of all  
9 contracts, including residency agreements, prior to executing the  
10 residency agreement; ~~((and))~~

11 (f) The assurance that all requests for donations, contributions,  
12 and gifts, when made by residents to the continuing care retirement  
13 community, are voluntary and may not be used as a condition of  
14 residency;

15 (g) For any residency agreements entered into after December 31,  
16 2019, that provide for refundable entrance fees, the assurance that:

17 (i) Any refund due to a resident that leaves a unit within a  
18 facility must be based upon the entrance fee that the resident  
19 provided and not a lesser amount that the facility may receive from a  
20 new occupant of that unit;

21 (ii) Refunds of the entrance fees, or a portion of the entrance  
22 fees, shall be available if the resident physically leaves the  
23 continuing care retirement community or dies; and

24 (iii) Once five years have passed from the issuance of a  
25 certificate of occupancy to a continuing care retirement community,  
26 the continuing care retirement community must pay any refunds due to  
27 a resident no later than the earlier of (A) two years following the  
28 resident's departure or death, or (B) when the resident's unit is  
29 reoccupied and the resident is no longer living in the continuing  
30 care retirement community. The continuing care retirement community  
31 shall maintain a current list of vacant units, the dates on which the  
32 units became vacant, and the prices at which the units are being  
33 offered to prospective residents. A copy of the list must be provided  
34 upon request to any current resident of the independent living  
35 portion of a continuing care retirement community and any prior  
36 resident of the independent living portion of a continuing care  
37 retirement community who has not received the full refundable portion  
38 of the resident's entrance fees; and

39 (h) The assurance that all agreements and transactions between  
40 the continuing care retirement community and a management company,

1 including agreements and transactions with any parties related to the  
2 management company, that controls the continuing care retirement  
3 community must be priced at or below fair market value, in the best  
4 interests of current and future residents and do not substantially  
5 limit the continuing care retirement community's ability to exercise  
6 its rights under any agreement.

7 (3) The continuing care retirement community shall:

8 (a) Provide a copy of the expectations specified in this section  
9 to each prospective resident prior to signing a residency agreement;  
10 (~~and~~)

11 (b) Notify independent residents that audited financial  
12 statements and actuarial evaluations are available to such residents  
13 within thirty days after such statements and evaluations are  
14 delivered to its chief financial officer; and

15 (c) Make copies of the expectations specified in this section  
16 publicly available by posting, periodic publication, or distribution  
17 to residents and in areas within the facility accessible to the  
18 independent residents and visitors or in materials distributed to  
19 residents. The copies of the expectations must also state that, in  
20 addition to all other rights provided by law, independent residents  
21 have the right, as an affected party, to file a complaint with the  
22 attorney general for violations of this chapter that may constitute a  
23 violation of the consumer protection act and contain information  
24 explaining how and where a complaint may be filed.

25 **Sec. 8.** RCW 18.390.080 and 2016 c 183 s 8 are each amended to  
26 read as follows:

27 (1) The legislature finds that the violation of the title  
28 protection requirements of RCW 18.390.050, the failure of a  
29 continuing care retirement community to register with the department  
30 under RCW 18.390.020, the failure of a continuing care retirement  
31 community to comply with the disclosure statement delivery and  
32 content requirements under RCW 18.390.060, and the failure of a  
33 continuing care retirement community to comply with the resident  
34 expectations established under RCW 18.390.070 are matters vitally  
35 affecting the public interest for the purpose of applying the  
36 consumer protection act, chapter 19.86 RCW. A violation of the title  
37 protection requirements under RCW 18.390.050, registration  
38 requirement under RCW 18.390.020, the disclosure statement delivery  
39 and content requirements under RCW 18.390.060, and the resident

1 expectations requirements under RCW 18.390.070 are not reasonable in  
2 relation to the development and preservation of business and are an  
3 unfair or deceptive act in trade or commerce and an unfair method of  
4 competition for the purpose of applying the consumer protection act,  
5 chapter 19.86 RCW.

6 (2) The attorney general shall provide notice to the management  
7 of the continuing care retirement community of submitted complaints  
8 including the name of the complainant to allow the community to take  
9 corrective action. Except for violations of the title protection  
10 requirements of RCW 18.390.050 and the failure of a continuing care  
11 retirement community to register with the department under RCW  
12 18.390.020, the attorney general shall limit its application of the  
13 consumer protection act in subsection (1) of this section to those  
14 cases in which a pattern of complaints, submitted by affected  
15 parties, or other activity that, when considered together,  
16 demonstrate a pattern of similar conduct that, without enforcement,  
17 likely establishes an unfair or deceptive act in trade or commerce  
18 and an unfair method of competition.

19 (3) The right of residents to file complaints pursuant to this  
20 section does not preclude or limit other legal remedies or recourse  
21 available to a resident under applicable law.

22 **Sec. 9.** RCW 18.390.900 and 2016 c 183 s 10 are each amended to  
23 read as follows:

24 (1) The provisions of this chapter apply prospectively to acts  
25 and omissions that occur after July 1, 2017.

26 (2) The specific provisions of this chapter that were added  
27 pursuant to this act apply prospectively to acts or omissions that  
28 occur after the effective date of this section.

29 NEW SECTION. **Sec. 10.** The definitions in this section apply  
30 throughout this chapter unless the context clearly requires  
31 otherwise.

32 (1) "Continuing care retirement community" means the same as in  
33 RCW 18.390.010.

34 (2) "Department" means the department of commerce.

35 (3) "Independent resident" means a person who is a resident of a  
36 continuing care retirement community, but is not living in the  
37 assisted living facility component or the nursing facility component  
38 of the continuing care retirement community.

1 (4) "State long-term care ombuds" means the office of the state  
2 long-term care ombuds created in RCW 43.190.030.

3 NEW SECTION. **Sec. 11.** (1) The department and the private  
4 nonprofit organization that contracts with the department to provide  
5 long-term care ombuds services shall enter into a separate contract  
6 for additional services. The contract must enable the state long-term  
7 care ombuds to provide services to the residents of continuing care  
8 retirement communities through a pilot project in a county with over  
9 one million five hundred thousand residents that has a suitable  
10 concentration of continuing care retirement communities for a period  
11 of two years.

12 (2) The state long-term care ombuds shall design and staff a  
13 pilot project that performs the following functions:

14 (a) Identifies, investigates, and resolves complaints made by or  
15 on behalf of independent residents relating to actions or inactions  
16 that may adversely affect such a resident's health, safety, welfare,  
17 rights, or financial well-being including, but not limited to,  
18 matters involving evictions, involuntary relocation to a higher level  
19 of care, refusal to relocate to a higher level of care, physical  
20 conditions of facility, and difficulties encountered in obtaining  
21 services;

22 (b) Track and document the types of needs, complaints,  
23 challenges, and successes communicated to the ombuds by independent  
24 residents;

25 (c) Develop and offer educational information, resources, and  
26 tools for self-advocacy by independent residents; and

27 (d) Carry out other activities as deemed appropriate by the state  
28 long-term care ombuds.

29 (3) The state long-term care ombuds shall create a pilot project  
30 advisory committee to provide feedback and input about the pilot  
31 program. The advisory committee must include, at a minimum:  
32 Independent residents, continuing care retirement community  
33 providers, legal advocates, and consumers.

34 (4) The state long-term care ombuds shall prepare and submit a  
35 report by December 1, 2021:

36 (a) Describing the activities carried out during the pilot  
37 project;

38 (b) Evaluating the problems experienced by, and the complaints  
39 made by, or on behalf of, independent residents; and

1 (c) Containing any policy, regulatory, or legislative  
2 recommendations for improving and protecting the health, safety,  
3 welfare, and rights of independent residents.

4 (5) Nothing in this chapter is intended to alter or supplant  
5 state and federal statutes and regulations governing the long-term  
6 care ombuds program. Such laws and regulations apply to the provision  
7 of ombuds advocacy and services to independent residents and long-  
8 term care residents alike.

9 (6) This section expires July 1, 2022.

10 NEW SECTION. **Sec. 12.** Sections 1, 10, and 11 of this act  
11 constitute a new chapter in Title 43 RCW.

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