NO. 95967-6

IN THE SUPREME COURT
OF THE STATE OF WASHINGTON

SIGNATURE HEALTHCARE SERVICES, LLC,

Appellant,

v.

WASHINGTON STATE DEPARTMENT OF HEALTH,

Respondent,

& SPRINGSTONE, LLC,

Respondent-Intervenor

SPRINGSTONE, LLC'S ANSWER TO PETITION FOR REVIEW

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I. INTRODUCTION

On October 6, 2015, Springstone, LLC ("Springstone") and petitioner Signature Healthcare Services, LLC ("Signature" or "Petitioner")—competing applicants to develop a new psychiatric hospital in Clark County—were notified of the Department of Health Certificate of Need Program's intent to issue to Springstone a certificate of need (a "CN") to build and operate a 72-bed psychiatric hospital. CP 3716. Since that time, an Administrative Law Judge, the Department of Health's Review Officer (acting as the designee of the Secretary of Health), and a three-member panel of Division Two have all concluded that Springstone, rather than Signature, was properly awarded the CN based on undisputed deficiencies and omissions in Signature's application.

There is no reason for this Court to accept review of this unremarkable appeal brought under the Administrative Procedure Act. The Department of Health's decision—made on undisputed factual findings and a straightforward interpretation of its own regulations, neither of which are of "substantial public interest"—was correct. As Petitioner concedes: Washington has a "dire unmet need for inpatient acute care behavioral health services." Sig. Pet. at 3. This Court should decline further review of the Department's decision so that Springstone can

provide this much-needed care at its new psychiatric hospital scheduled to open in September.

II. RESTATEMENT OF ISSUES

If the Court were to accept review of this matter (which it should not), the issues that would be presented for review[1] are:

A. Did the Department err in rejecting Signature's CN application where Signature failed to provide information requested in the application form prescribed by the Department?

B. Did the Department err in rejecting Signature's CN application for want of site control where Signature failed to provide a draft lease for at least five years with options to renew for no less than a total of 20 years?

C. Did the Department err in rejecting Signature's CN application for failure to demonstrate financial feasibility and cost containment where Signature failed to provide a lease that identifies all costs associated with the agreement

[1] In the proceedings below, Signature argued that the Department somehow erred in concluding that Springstone's project met the criteria for issuance of a CN. Based on its Petition, it appears that Signature has abandoned those arguments and is now seeking review of the rejection of its application only. As a result, Springstone will not present issues, facts or argument on its own application.

in response to a direct request from the Department during screening of its application?

III. STATEMENT OF THE CASE

On November 10, 2014, Signature submitted an application for a CN to build and operate a new 100-bed psychiatric hospital in Vancouver, Washington at capital cost of $32,541,994. CP 1812-2104. Four days later, Springstone submitted several letters of intent to establish and operate a 72-bed psychiatric hospital in the Salmon Creek area of Clark County, and on December 23, 2014, Springstone submitted an application for the project at a projected capital cost of $26,843,706. AR 2459-2641.[2]

The Department's Certificate of Need Program (the "Program") sent screening questions to both applicants. CP 2106-2112, 2115, 2644-2651. Based on Signature's suggestion that the necessary fixed assets would be "leased back" to the hospital at "fair market rates," CP 2121, the Program sent Signature a second screening request in which it asked for the lease, advising Signature that "draft agreements are acceptable if the draft: a) identifies all entities referenced in the agreement, b) outlines all roles and responsibilities of all entities, c) identifies all costs associated

[2] Signature identified itself as the applicant, "d/b/a Vancouver Behavioral Healthcare Hospital." CP 1812. In fact, the hospital was to be operated by a subsidiary of Signature, Vancouver Behavioral Healthcare Hospital, LLC. CP 1816, 1865. Springstone identified the applicant for its project as an operational subsidiary known as Rainier Springs, LLC, CP 2459, although the Department treated Springstone as the applicant.

with the agreement, and d) includes all exhibits that are referenced in the agreement." CP 2196.

In response, Signature submitted an unsigned "Facility Lease and Security Agreement." CP 2202-2247. Signature was not identified as the landlord, nor even an affiliate or owner of the landlord; the facility was instead to be owned by Vancouver Life Properties, LLC, an entity owned by a Dr. Soon Kim who was also a part-owner of Signature. *See* CP 1865. The lease was riddled with blanks. Notably, the lease had only a five year term with no renewal options, CP 2209 (§ 2.1.1), and could be terminated by the Landlord if the Landlord did not complete construction by a specified date, or if there was a change in control of the Landlord. *Id.*, §§ 2.1.2, 2.2. The lease did not set the rent, or even a methodology for calculation of the rent, CP 2212 (§3.2.1), and provided that the Tenant would have to pay all expenses of operation—including "repayments of principal indebtedness and interest required to be paid to any Landlord's Lender . . . as a result of any borrowings secured by the accounts receivable of the Facility . . ." *Id.*, § 3.2.2.

After a thorough review of the applications, the Program concluded that Springstone's project met the criteria for issuance of a CN while Signature's did not. CP 3655-3708. Specifically, the Program concluded that Signature had failed to satisfy the financial feasibility and

cost containment criteria. Noting that "the Certificate of Need application form" (which ***was quoted by Signature in its application***, CP 1821) provides that "[p]sychiatric hospital lease agreements must be for at least five years, with options to renew for no less than a total of 20 years," CP 3690, and that Signature had been directly asked to provide a lease containing all costs associated with the lease, *id.*, the Program concluded that in light of the deficiencies in the draft lease submitted by Signature, the costs of the project could not be substantiated, precluding an assessment of the project's expected impact on the costs and charges for healthcare. *Id.* Despite being advised that reconsideration was not a proper mechanism to correct its deficient application, CP 2448, Signature requested reconsideration of the decision, which was denied. CP 3745.

Signature requested an adjudicative proceeding to contest the Program's evaluation. Springstone filed a timely motion for summary judgment seeking a ruling that there were no genuine issues of material fact, and that Springstone—not Signature—was entitled to the CN to construct and operate a new psychiatric hospital. CP 316-326. The Program joined in the motion. CP 443-448. Signature was given additional time to respond to the motion during which it took a series of depositions. *See* CP 340. Signature eventually opposed the motion and

filed a cross-motion for summary judgment, CP 450-917; Springstone filed a reply. CP 1439-1466.

On April 22, 2016, the Presiding Officer issued Prehearing Order No. 5 granting Springstone's motion. CP 1514-1552. After a careful review of the evidence and argument of the parties, Health Law Judge John Kuntz ruled in favor of Springstone and the Program. Like the Program, the Presiding Officer concluded that there was no genuine dispute that Signature had failed to submit a compliant application, and that the application, screening responses and attachments failed to show sufficient site control or "a complete lease as required under WAC 246-310-220(2) to enable a determination of the reasonableness of the project cost." CP 1543-1545 (¶¶ 2.8, 2.10). After methodically debunking Signature's critique of Springstone's application, Judge Kuntz held "[t]here is no genuine issue of material fact regarding Springstone meeting all of the criteria for its psychiatric bed CN." CP 1550 (¶2.20).

Signature pressed on. On May 13, 2016, Signature filed a Petition for Administrative Review, and on October 24, 2016, the Review Officer, acting as the designee of the Secretary of Health, issued Findings of Fact, Conclusions of Law, and Final Order on Motions for Summary Judgment. CP 1643-1683 (the "Final Order"). Like the Program and the Presiding Officer, the Review Officer concluded that Signature had failed to "show

it has site control over the proposed hospital building for 20 years as required in the application form," and had failed to provide a complete lease that would enable to the Department to determine the reasonableness of the project's costs. *See* CP 1660, 1676 (¶¶ 2.28, 3.16).

Signature appealed to Thurston County Superior Court, and, given the critical need for psychiatric beds in Clark County, Division Two granted direct review. In an Unpublished Opinion issued on May 15, 2018, Division Two affirmed the Department's decision to award the CN to Springstone. Appx. A to Sig. Pet. Noting that "[t]he facts involving Signature's CN application are undisputed," the court concluded that Signature "failed to provide the documentation required to demonstrate [a] sufficient interest" in its proposed hospital, and "failed to submit a CN application that contained the information required by the Department." *Id.* at 12, 13, 16.

IV. ARGUMENT

Signature wanly argues that the decision below merits review by this Court based on the bare contention that the Department's decision involves a matter of "substantial public interest" within the meaning of RAP 13.4(b)(4). This ground—most often cited as a reason to review an otherwise moot issue—has no application here as the Department's decision was a fact-specific one, made on a straightforward application of

statutes and regulations that the Department is charged with interpreting and enforcing. The Department did not err, and the argument that it did is of interest only to Signature, not the public, which is most interested in seeing that there is no delay or interruption in the psychiatric services to be provided in the near future by Springstone.

A. The Standard of Review for Agency Action

Signature challenges an order of the Department of Health under the Administrative Procedure Act, RCW Ch. 34.05, which means that Signature bears "[t]he burden of demonstrating the invalidity of agency action" as "the party asserting invalidity." RCW 34.05.570(1)(a). Signature must show that the Department "erroneously interpreted and applied the law," that its order was not supported by substantial evidence, or that the order was somehow arbitrary and capricious. RCW 34.05.570(3)(d), (e) and (i). Signature did not and cannot show any of these things.

As summarized by this Court:

> The standard of review in CN cases is that the agency decision is presumed correct and that the challengers have the burden of overcoming that presumption. *Univ. of Wash. Med. Ctr. v. Dep't of Health*, 164 Wash.2d 95, 102, 187 P.3d 243 (2008). Insofar as questions of law are concerned, we may substitute our interpretation of the law for that of the agency. We do, however,

> accord substantial deference to the agency's interpretation of law in matters involving the agency's special knowledge and expertise. An agency's decision is arbitrary and capricious if the decision is the result of willful and unreasoning disregard of the facts and circumstances.

Overlake Hospital Ass'n v. Dept. of Health, 170 Wn.2d 43, 49-50, 239 P.3d 1095 (2010).[3]

B. The Relevant Laws on Certificate of Need

Persons wishing to provide certain types of healthcare services or operate certain types of healthcare facilities in the State of Washington must apply to the Department of Health for a certificate of need or CN. RCW 70.38.105(4). Before a CN will issue, an applicant bears the burden of proving that its proposed project satisfies the criteria of (i) need, (ii) financial feasibility, (iii) structure and process of care, and (iv) cost containment. WAC 246-310-200, -210, -220, -230, -240; WAC 246-10-

[3] Administrative tribunals are vested with the authority to decide matters by summary judgment when the record reflects that there are no genuine issues of material fact, and the moving party is entitled to a judgment as a matter of law. *ASARCO v. Air Quality Coalition*, 92 Wn.2d 685, 601 P.2d 501 (1979). Critical to the decision-maker's analysis, a party facing summary judgment "must respond with more than conclusory allegations, speculation or argumentative assertions of the existence of unresolved factual issues." *Baldwin v. Sisters of Providence in Wash., Inc*., 112 Wn.2d 127, 132, 769 P.2d 298 (1989). Summary judgment is properly entered when there are no ***material facts*** in dispute. "[A] 'material fact' is one upon which the outcome of the litigation depends." *Jacobsen v. State*, 89 Wn.2d 104, 108, 569 P.2d 1152 (1977). If there are no material facts in dispute, a hearing is not necessary. In such a case, "[t]he summary judgment procedure amounts to a trial of the legal issues: each side has the opportunity to argue his view of how the law applies to the undisputed facts, and the [tribunal] renders a decision on the legal issues presented." *Federal Land Bank of Spokane v. Redwine*, 51 Wn. App. 766, 768, 755 P.2d 822 (1988).

606(2) ("In all cases involving an application for license the burden shall be on the applicant to establish that the application meets all applicable criteria."). When two or more applicants seek to fulfill the same "need," the Department reviews and compares the applications under what is known as "concurrent review," a process which must be completed in 150 days. RCW 70.38.115(7); WAC 246-310-120.

All CN applicants "***shall*** submit a certificate of need application in such form and manner and ***containing such information as the department has prescribed*** and published as necessary to such a certificate of need application." WAC 246-310-090(1) (emphasis added); RCW 70.38.115(6). "Applications may be denied or limited because of failure to submit required and necessary information." RCW 70.38.115(6). In the case of new psychiatric hospitals, the application form published by the Department requires that applicants demonstrate that they either own their facility, or have rights to occupy it by way of a lease that includes options for a 20-year term. CP 1489-1490, 1672-1673, 1865. As part of the Department's feasibility analysis, applicants bear the burden of showing that their proposed projects will cover their costs by the third full year of operation. CP 1657-1659.

C. The Department Properly Concluded That Signature's Application Failed to Meet the Criteria for Issuance of a Certificate of Need

There is no dispute as to the dispositive or "material" facts that resulted in the denial of Signature's application**:** Signature proposed to lease its new psychiatric hospital facility, but failed to submit a lease with a 20-year term, and did not submit a lease that identified all costs associated with the lease agreement. Even though Signature quoted the long-standing application form describing what constitutes sufficient site control for a leased property, and was asked for a lease showing all costs directly during screening, Signature did not submit a "certificate of need application in such form and manner and containing such information as the department has prescribed and published as necessary to such a certificate of need application." WAC 246-310-090(1). Signature's application (as supplemented by two screening responses) was patently deficient, and the Department properly rejected the Signature project for this reason. RCW 70.38.115(6). While Signature's arguments continue to morph through each stage of its failed appeals, its newly crafted theories fail like the others before it.

1. Signature did not have sufficient site control over its leased facility, and would have no enforceable right to occupy the facility after the initial five-year lease term.

Signature effectively concedes that the term of its proposed lease is not compliant with the Department's published requirements, but argues that the lease is a mere formality that is unimportant because (a) a different company owned by Dr. Kim would be the hospital's counter-party landlord, and (b) site control for a leased hospital can be shown by a 20-year lease or, if there is an indirect affiliation between the landlord and tenant, that it is sufficient if an affiliate owns the property where the leased hospital will be built. In its Petition to this Court, Signature for first time argues directly[4] that the Department should have treated Dr. Kim as the "applicant," a fiction that it apparently believes would remedy the defects in its application. Sig. Pet. at 8-11. Even if the argument had not already been waived, *Dep't of Labor & Indus. v. Nat'l Sec. Consultants, Inc*., 112 Wn. App. 34, 35, 47 P.3d 960 (2002) (failure to raise argument to Board waived it), none of these is a sufficient response, and the Department properly rejected Signature's application for want of site control.

According to Signature, the proposed Vancouver Behavioral Healthcare Hospital would be owned by Vancouver Life Properties, LLC,

[4] Signature made some variant of the argument during oral argument to Division Two, but even that was too late as the Court reviews the action of the Department.

a company owned by Dr. Kim (***not*** Signature Healthcare Services, LLC), CP 1865, and the cost of the hospital facility and property would be funded principally by a bank loan from a third-party lender. CP 1847-1849, 1908. The applicant, Signature—identified as the applicant ***by Signature***—would not have any control over the site, and its subsidiary-hospital's rights to use the facility were defined by its lease, as well as whatever covenants would be held by the bank that finances the project. These facts—which are the facts presented by Signature in its own application—were not in dispute. Neither Signature nor Vancouver Behavioral Healthcare Hospital, LLC had "clear legal title" to the facility.

And Dr. Kim was not the "applicant," as Petitioner now argues. The entity proposing to engage in the undertaking subject to review was Vancouver Behavioral Healthcare Hospital, LLC; Signature, the owner of this hospital LLC, was accordingly considered to be the applicant under WAC 246-310-010(6). An owner (Dr. Kim) of the owner (Signature) of the "entity engaging in the undertaking" (Vancouver Behavioral Healthcare Hospital) is not the "applicant." If there was "ambiguity" as Signature now claims, Sig. Pet. at 10, it is the Department's interpretation, not Signature's, that is entitled to deference. *Brady v. Autozone Stores, Inc*., 188 Wn.2d 576, 581, 397 P.3d 120 (2017) (court gives a "high level of deference to an agency's interpretation of its regulations") (citation

omitted). Signature offers no authority that would have required the Department to treat Dr. Kim as the "applicant" or to ignore the lease structure for its convenience. Such a ruling would improperly blur the distinction between companies and the persons who own them, a legal construct that is the very reason such companies exist. *See Grayson v. Nordic Construction Co.*, 92 Wn.2d 548, 552-553, 92 Wash. 2d 548 (1979) ("A corporation exists as an organization distinct from the personality of its shareholders. . . . [A] corporation's separate legal identity is not lost merely because all of its stock is held by members of a single family or by one person.").

The Department—consistent with its own long-standing application form—determined that as the lessee of a proposed hospital facility, it was necessary for Signature to show that it had a lease with options to renew for a total of 20 years. Signature argues that even though it was leasing the psychiatric hospital where it proposed to provide services (which is the ***exact*** scenario described in Section 8(b) of the Department's application form), it was not required to procure a lease with a 20-year term, and that it instead had the option to show title to the ***site*** (*i.e.*, the dirt on which the facility would be built). Signature's nonsensical reading of the form was properly rejected by the Program, the Presiding Officer, the Review Officer and Division Two: As explained by the

Review Officer, while Signature may have had a right to purchase the land, "the only way that Signature Health Services, LLC (the applicant) can exercise site control is by leasing the facility from Vancouver Life Properties, LLC." CP 1673 (¶ 3.13).[5]

Applicants either own or rent their proposed facilities, which is the determining factor in which of the "disjunctive" provisions in the published application form applies to a particular project. A common sense reading of the Department's published application form is that an applicant can either submit proof that it will own its proposed facility, or will have the right to lease the facility for a sufficient period—20 years in the case of a new psychiatric hospital. Program Analyst Karen Nidermayer testified at length at deposition how site control applies to different types of projects. CP 1460-1462 (Nidermayer Dep. at 33-38). The Department applied the requirements in precisely the manner described by Ms. Nidermayer at her deposition—an analysis which ultimately turns on whether the applicant has sufficient control over "the building . . . with the beds in it . . . [in which it's] going to be providing

[5] For the first time in its Petition, Signature makes a new argument—that based on a presumptive unity between land and structures built on it, it somehow demonstrated site control notwithstanding the structure it chose to employ and its inadequate lease. Sig. Pet. at 14-17. Signature's untimely argument completely misses the point: Signature represented that the hospital facility would be leased from an entity called "Vancouver Life Properties, LLC," an entity in which it had no ownership interest. CP 1865. Whether Vancouver Life Properties, LLC owned the hospital or the hospital and the land, it was identified as the lessor of the facility, and the requirements for a facility lease applied to Signature's application. There is no conflict with any precedent of this Court.

the services." CP 1462. Site control ***can*** be shown by clear legal title—***if*** the applicant will own and operate the facility. In the event the applicant is constructing a facility on purchased land, the applicant is required to show clear legal title to the property on which it will build. In the event the facility will be leased, the landlord, of course, needs the title required to convey rights in the property, but the applicant is further required to show that it has rights to the property for a 20-year term. The Department properly treated Signature's Vancouver Behavioral Healthcare Hospital facility as leased (which it indisputably was), and applied the requirements in precisely this manner to assess (a) whether the landlord would have title, and (b) whether the lease ran for a sufficient term, commensurate with the applicable planning horizon. Signature failed to meet its burden. While five years is sufficient for a dialysis facility, a five-year lease does not establish sufficient control in favor of a hospital applicant, and Signature's application was properly rejected for this reason. There is no dispute as to the dispositive facts and there was no error.

2. Signature did not submit a lease showing all costs.

Even if the Court were to disregard the form of the various legal entities involved and instead treat Signature's project as one giant undertaking by "Dr. Kim" for purposes of site control (which would be

error), this fiction would not save the application. In the evaluation, the Program explained that "[b]ased on the omission of the costs identified in the lease agreement, the department concludes that the agreement is not an acceptable draft agreement." CP 3690. The Program specifically noted that without a rent term, the lease costs "cannot be substantiated in the lease agreement." *Id.* The Presiding Officer likewise concluded that Signature did not provide a compliant lease or otherwise account for adjustments described in the lease. CP 1545 (¶ 2.10). The Review Officer reached the same conclusion: "[T]here is no genuine issue of material fact regarding Signature's failure to provide a complete lease as required under WAC 246-310-220(2) to enable a determination of the reasonableness of the project's costs." CP 1676.[6] So did Division Two: "Signature failed to demonstrate the financial feasibility of its proposed psychiatric hospital because it did not . . . provide a draft lease agreement with the lease costs." Appx. A at 15-16.

Again, there is no dispute: Signature submitted an unsigned, blank "Facility Lease and Security Agreement" with no financial terms**.** CP 2202-2247. The lease does not set the rent, or even a methodology for calculation the rent, CP 2212 (§3.2.1), and provides that the Tenant must

[6] The form of the lease is critical, because approval of a CN is typically conditioned upon execution of the form of lease provided to the Department (as the award to Springstone was so conditioned in this case). CP 3653 (conditioning Springstone's CN on execution of agreement "consistent with the draft agreement provided in the application").

pay all expenses of operation—including "repayments of ***principal indebtedness and interest required to be paid to any Landlord's Lender*** . . . as a result of any borrowings secured by the accounts receivable of the Facility . . ." *Id.*, § 3.2.2 (emphasis added). The evidence in the record is that the Landlord will be paying more than $1.4 million dollars a year in principal and interest to its lender each year for 25 years, CP 2120 (amortization table), a significant expense that will apparently be added onto the unknown rent that would be set at some point in the future—part of an unknown "rental amount [that would] fluctuate monthly and/or annually." CP 1676 (¶ 3.16).

Signature was asked directly to provide a "copy" of its lease that "identifies all costs associated with the agreement." CP 2196. It did not do so during the application process. The facts were undisputed. The Department was unable to evaluate financial feasibility, WAC 246-310-220, and the application failed as a result. Summary judgment was properly entered on the issue, which was a separate and independent grounds for denial of Signature's application.[7]

[7] Signature's argument that the Department acted "arbitrarily and capriciously" by applying a different standard to Springstone's lease is untrue. Springstone submitted a draft lease of the required duration, with specific financial terms. CP 3057-3068 , 3381-3410. Signature's blank lease was, as the Department found, unreliable, because it was "incomplete." CP 1676.

V. CONCLUSION

This matter has been thoroughly reviewed by at least a dozen independent decision-makers, all of whom concluded that Signature submitted a noncompliant CN application. The facts that support that conclusion are, and always have been, undisputed, and Signature does not dispute them here. Instead, Signature hopes to cure the defects through new, untimely legal arguments that were never presented to the Department, and that are ultimately unavailing in any event. There are no decisions that conflict with Division Two's rulings, and no legal issues of constitutional import. The public's only interest in the outcome of this case is in seeing that psychiatric services are available to those in need, and Springstone respectfully requests that this Court deny further review.

RESPECTFULLY SUBMITTED this 15th day of August, 2018.

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By *s/ Brad Fisher*
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CERTIFICATE OF SERVICE

I hereby certify that on this 15th day of August, 2018, I caused the foregoing to be delivered to the following as indicated:

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