

Delivery via email to: wellnessways405@gmail.com

August 18, 2023

License Number: AL5576

Katie Dickey, Administrator
Legacy Senior Living At Prestin Hills East
6900 Nw 129 Street
Oklahoma City, OK 73142

RE: Survey Event ID: NZQC11

Dear Ms. Dickey:

On **July 31, 2023**, agents from our office concluded a State Licensure survey at your facility. The deficiencies found during the survey are identified on the enclosed STATE FORM.

These deficiencies represented the potential for more than minimal harm. Your facility will be given an opportunity to correct deficiencies prior to assessing penalties, however, if upon revisit your facility has not corrected the deficiencies penalties will be applied starting on July 31, 2023.

Please note the items listed in the deficiency column of the STATE FORM. You have two choices of methods to prepare the written the plan of correction (POC). The first method is to type the plan of correction and anticipated date of completion in the space provided on the right half of the STATE FORM. If additional space is needed, supplemental sheets may be attached.

The second method is to prepare your plan on the Optional Plan of Correction Template (attached). Use of the template is voluntary. It is intended to help you submit a complete and acceptable plan of correction. If you choose to use the optional template, complete one template for each deficiency cited on the STATE FORM. In the space provided on the right half of the STATE FORM, type a notation that the plan of correction is being submitted using the optional template. Copies of the form and instructions are available at:

<http://www.ok.gov/health>. This link opens the OSDH home page. To find the optional POC, **click on Protective Health** on the left side of the home page, then **click on Long Term Care** on the right side of the page. The link to the forms can be found by selecting **Long Term Care Forms** on the left menu column.

To be found acceptable by the OSDH, the plan of correction must:

- (1) Address how corrective action will be accomplished for affected residents;
- (2) Address how other residents with the potential to be affected will be identified;
- (3) Address measures or systemic changes to ensure the deficiency will not recur;
- (4) Indicate how the center plans to monitor performance to ensure corrections are sustained;
- (5) Include dates when corrective action and monitoring will be completed for each violation;
- (6) Be signed by the administrator.

Your development of the evidence referenced in item 4, above, is very important for establishing the actual date your assisted living center corrected deficiencies and achieved compliance under the Continuum of Care and Assisted Living Act. If the required evidence is available when the OSDH conducts a revisit, then the earliest date of compliance shown in the evidence can be used by the OSDH to establish the effective date of correction and compliance. However, if there is no evidence of quality assurance being implemented, the correction date can be no earlier than the date of the OSDH revisit. If the required evidence is not available, the revisit may result in a repeated deficiency statement and another plan of correction may be required.

Avoid naming individuals, business firms or brand names on the enclosed form and any attachments. The document will be a public record and any such names will be available for disclosure.

Please sign, date and return the completed form, along with any attachments, supplements and templates, to this office within ten (10) OSDH business days of your receipt of this letter. OSDH business days are Monday through Friday, excluding state holidays. Failure to submit a Plan of Correction will not delay the subsequent revisit or any other phase of the enforcement process. Please retain a copy of the completed form for your files.

In accordance with O.S. 63-1-895, you have one opportunity to dispute citations of deficient practice through an informal dispute resolution (IDR) process. *The IDR in no way is to be construed as a formal evidentiary hearing; it is an informal administrative process to discuss deficiencies.* If you choose to contest a cited deficiency, the facility must complete an IDR Request Form (ODH Form 833AL). An explanation must be listed for each disputed deficiency. An attachment is acceptable if additional space is required for the dispute explanation. The IDR Coordinator may be contacted at (405) 426-8200 or at the address below to acquire a copy of the ODH Form 833AL and the Oklahoma IDR Process for Assisted Living Centers.

The IDR request must be submitted within 10 business days from receipt of the State Form deficiency statement. This is the same requirement for submitting an acceptable Plan of Correction (PoC). Failure to submit a completed IDR Request form and supporting documentation within this timeframe waives your right to the IDR. Failure to complete the IDR timely will not delay the effective date of any enforcement action against the facility. A designee of the Department shall conduct the IDR. The IDR may be accomplished by a desk review or conducted in a face-to-face meeting. The facility shall receive written confirmation of the IDR results.

The facility must submit the completed IDR Request Form and supporting documentation under separate cover to:

IDR Coordinator
Long Term Care
Protective Health Services
Oklahoma State Department of Health
123 Robert S. Kerr Ave, Ste. 1702
Oklahoma City, OK 73102-6406

Facilities may not use the IDR process to delay the formal imposition of remedies or to challenge any other aspect of the survey process, including the:

- Remedy(ies) imposed by the Department,
- Alleged failure of the surveyor to comply with a requirement of the survey process;
- Alleged inconsistency of the surveyor in citing deficiencies among facilities; or
- Alleged inadequacy or inaccuracy of the informal dispute resolution process

If you have any questions regarding the IDR process, please contact the IDR Coordinator via email at IDRCoordinator@health.ok.gov, or telephone at (405) 426-8200.

If you have questions or need assistance, please feel free to send an email to LTCEnforcement@health.ok.gov or call (405) 426-8200. When writing or calling, indicate whether you are asking about the enforcement process, or about the survey process and deficiencies, and your inquiry will be directed to the appropriate available staff members.

Sincerely,



Lisa Calvin, Enforcement Analyst
Long Term Care
Protective Health Services

Enclosure

Oklahoma State Department of Health

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION		(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: AL5576	(X2) MULTIPLE CONSTRUCTION A. BUILDING: _____ B. WING: _____	(X3) DATE SURVEY COMPLETED 07/31/2023
NAME OF PROVIDER OR SUPPLIER LEGACY SENIOR LIVING AT PRESTIN HILLS EAST		STREET ADDRESS, CITY, STATE, ZIP CODE 6900 NW 129 STREET OKLAHOMA CITY, OK 73142		
(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETE DATE
C 000	INITIAL COMMENTS An initial licensure survey was conducted from 07/28/23 through 07/31/23. Listed below are abbreviations that will be used throughout this document. CNA - Certified Nurse Aide DON - Director of Nursing F - Fahrenheit	C 000		
C 391 SS=F	310-663-3-8(a) FOOD STORAGE, PREPARATION AND SERVICE (a) Food shall be stored, prepared and served in accordance with Chapter 257 of this Title (relating to food service establishments) with the following additional requirements. This STANDARD is not met as evidenced by: Based on observation, record review, and interview, the center failed to maintain the kitchen in accordance with Chapter 257 Food Service Establishment Regulations to ensure the food was cooked to the desired time/temperature control. The "Assisted Living Resident Condition and Care Overview" form, dated 07/27/23, documented two residents resided in the center. Findings: "...310:257-5-9. Temperature (d) Time/Temperature Control for Safety Food that is cooked to a temperature and for a time specified under...310:257-5-46 through 310:257-5-48 and received hot shall be at a temperature...135°F...or above..." "...310:257-7-56. Food temperature measuring	C 391		

Oklahoma State Department of Health

LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE

TITLE

(X6) DATE

Oklahoma State Department of Health

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION		(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: AL5576	(X2) MULTIPLE CONSTRUCTION A. BUILDING: _____ B. WING: _____	(X3) DATE SURVEY COMPLETED 07/31/2023
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C 391	Continued From page 1 devices...(a) Food temperature measuring devices shall be provided and readily accessible for use in ensuring attainment and maintenance of food temperatures as specified under Subchapter 5. (b) A temperature measuring device with a suitable small-diameter probe that is designed to measure the temperature of thin masses shall be provided and readily accessible to accurately measure the temperature in thin foods such as meat patties and fish filets..." On 07/27/23 at 12:16 p.m., CNA #1 was observed preparing lunch. CNA #1 stated the chicken had been cooked the night before and they had reheated the chicken in the oven at 350 degrees F for six minutes. CNA #1 was asked for the food temperatures of the breakfast and lunch meal. They were observed looking for the thermometer. The thermometer was not located in the kitchen and there were no cooking temperatures documented. On 07/27/23 at 12:40 p.m., CNA #1 served Resident #1 and #2 the grilled chicken sandwiches and fries. CNA #1 did not obtain the temperature of the food after cooking and prior to serving it to the residents. On 07/27/23 at 1:00 p.m., the DON stated the administrator took the thermometer home on 07/26/23 to get it repaired. The DON stated they had not documented the food temperatures and had not had the thermometer today 07/27/23 to obtain the cooking temperatures.	C 391		
C1301 SS=F	310:663-13-1(a) RESIDENT SERVICE CONTRACT (a) Each assisted living center shall	C1301		

Oklahoma State Department of Health

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION		(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: AL5576	(X2) MULTIPLE CONSTRUCTION A. BUILDING: _____ B. WING: _____	(X3) DATE SURVEY COMPLETED 07/31/2023
NAME OF PROVIDER OR SUPPLIER LEGACY SENIOR LIVING AT PRESTIN HILLS EAST		STREET ADDRESS, CITY, STATE, ZIP CODE 6900 NW 129 STREET OKLAHOMA CITY, OK 73142		
(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETE DATE
C1301	Continued From page 2 furnish to each resident a complete and understandable copy of the resident service contract. This Rule is not met as evidenced by: Based on record review and interview, the center failed to ensure residents were provided with a complete and understandable copy of the contract for two (#1 and #2) of two sampled residents who resided in the center. The "Assisted Living Resident Condition and Care Overview" form, dated 07/27/23, documented two residents resided in the center. Findings: 1. Resident #1 was admitted to the center on 07/17/23. The resident did not have a complete signed service contract. 2. Resident #2 was admitted to the center on 07/24/23. The resident did not have a complete signed service contract. On 07/31/23 at 9:20 a.m., the administrator stated Resident #1 and Resident #2 and/or their responsible party had not signed or been provided a complete copy of the service contract.	C1301		

Delivery via email to: Katie@legacyseniorhomes.com; wellnessways405@gmail.com

August 29, 2023

License Number: AL5576

Ms. Katie Dickey, Administrator
Legacy Senior Living at Preston Hills East
6900 NW 129 Street
Oklahoma City, OK 73142

RE: Survey Event NZQC11

Dear Ms. Dickey:

On **July 31, 2023**, a Licensure inspection was conducted at your Assisted Living Center facility. Deficiencies were identified and we have received your plan of correction for these deficiencies. Your plan of correction is acceptable.

This acceptance acknowledges that your facility has indicated a willingness and ability to make corrections adequately and timely. **Our acceptance does not absolve the facility's responsibility** for compliance should the implementation not result in correction and compliance.

You have alleged that the deficiencies cited on that survey will be corrected and you will be in substantial compliance by **September 1, 2023**.

We will conduct a revisit at your facility to verify that all violations have been corrected. If you have any questions, please contact this office at (405) 426-8200.

Respectfully,

Tempal Killman

Tempal Killman, Administrative Assistant II
Long Term Care | Enforcement Division
Oklahoma State Department of Health

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Oklahoma State
Department of Health
Creating a State of Health

Protective Health Services
Long Term Care Service

OPTIONAL PLAN OF CORRECTION TEMPLATE

Current Date: 8/21/2023

Facility Name: Legacy Senior Living at Preston Hills East

License Number: AL5576

Survey Event ID: NZQC11

Date Survey Completed: 7/31/2023

SUMMARY OF DEFICIENCY CITED BY OSDH

ID Prefix Tag: C391

Based on: Based on observation, record review, and interview, the center failed to maintain the kitchen in accordance with Chapter 257 Food Service Establishment Regulations to ensure the food was cooked to the desired time/temperature control.

ASSISTED LIVING CENTER'S PLAN OF CORRECTION

Assisted Living Center's Comments: Enter the assisted living center's opening comments or disclosure statement (Optional).

REQUIRED ELEMENTS OF A PLAN

1. How will the corrective action be accomplished for those residents found to have been affected by the deficient practice?

OSDH Response: Element accepted Yes ☐ No ☐

2. How will other residents having the potential to be affected by the same deficient practice be identified?

OSDH Response: Element accepted Yes ☐ No ☐

3. What measures will be put into place or systemic changes made to ensure that the deficient practice will not recur?

OSDH Response: Element accepted Yes ☐ No ☐

4. How will the assisted living center monitor its performance to make sure corrections are sustained? Include:

- a. How the correction will be evaluated for effectiveness;
- b. How the correction will be incorporated into the center's quality assurance system; and
- c. How monitoring records will be kept to evidence the correction.

OSDH Response: Element accepted Yes ☐ No ☐

5. On what date will corrective action be completed?

OSDH Response: Element accepted Yes ☐ No ☐

Administrator's Signature

OAC 310:663-25-4(F)

Administrator signature required.

Kate Dickey

Date Enter a date of signature.

8/28/2023

If this sheet amends or adds information to a Plan of Correction previously submitted, indicate the date of the addendum and by whom it is submitted.

Addendum Date

Enter a date of addendum.

Submitted by

Enter name of person submitting addendum.

Items Below Are For OSDH Use Only:

Plan of Correction: ☐ Acceptable ☐ Unacceptable Date: Click here to enter a date. Surveyor: Surveyor

If Plan of Correction is unacceptable, the reasons are as follows: Click here to enter text.

Facility in Compliance by: Click here to enter a date.



Oklahoma State
Department of Health
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Protective Health Services
Long Term Care Service

OPTIONAL PLAN OF CORRECTION TEMPLATE

Current Date: 8/21/2023

Facility Name: Legacy Senior Living at Preston Hills East

License Number: AL5576

Survey Event ID: NZQC11

Date Survey Completed: 7/31/2023

SUMMARY OF DEFICIENCY CITED BY OSDH

ID Prefix Tag: C1301

Based on: Based on record review and interview, the center failed to ensure residents were provided with a complete and understandable copy of the contract for two (#1 and #2) of two sampled residents who resided in the center.

ASSISTED LIVING CENTER'S PLAN OF CORRECTION

Assisted Living Center's Comments: Enter the assisted living center's opening comments or disclosure statement (Optional).

REQUIRED ELEMENTS OF A PLAN

1. How will the corrective action be accomplished for those residents found to have been affected by the deficient practice?

OSDH Response: Element accepted Yes ☐ No ☐

2. How will other residents having the potential to be affected by the same deficient practice be identified?

OSDH Response: Element accepted Yes ☐ No ☐

3. What measures will be put into place or systemic changes made to ensure that the deficient practice will not recur?

OSDH Response: Element accepted Yes ☐ No ☐

4. How will the assisted living center monitor its performance to make sure corrections are sustained? Include:

- How the correction will be evaluated for effectiveness;
- How the correction will be incorporated into the center's quality assurance system; and
- How monitoring records will be kept to evidence the correction.

OSDH Response: Element accepted Yes ☐ No ☐

5. On what date will corrective action be completed?

OSDH Response: Element accepted Yes ☐ No ☐

Administrator's Signature Administrator signature required.

OAC 310:663-25-4(F)

Date Enter a date of signature.

If this sheet amends or adds information to a Plan of Correction previously submitted, indicate the date of the addendum and by whom it is submitted.

Addendum Date Enter a date of addendum.

Submitted by

Enter name of person submitting addendum.

Items Below Are For OSDH Use Only

Plan of Correction: ☐ Acceptable ☐ Unacceptable **Date:** Click here to enter a date. **Surveyor:** Surveyor

If Plan of Correction is unacceptable, the reasons are as follows: Click here to enter text.

Facility in Compliance by: Click here to enter a date.



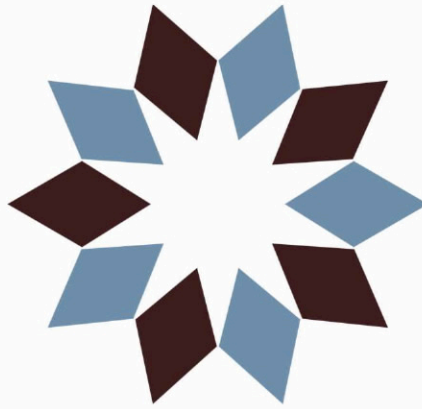
	Sun 08-06-2023	Mon 08-07-2023	Tue 08-08-2023	Wed 08-09-2023	Thu 08-10-2023	Fri 08-11-2023	Sat 08-12-2023
B R E A K F A S T	1 - Cheese Omelet 150° 1/2 c Hash Browns 1/2 c Fresh Fruit 1/2 c 100% Juice 1 slice Whole Grain Toast	1 - Broccoli Ham Quiche 120° 1/2 c Fresh Fruit 1/2 c 100% Juice 1 slice Whole Grain Toast	1 - Broccoli Ham Quiche 140° 1/2 c Fresh Fruit 1/2 c 100% Juice 1 slice Whole Grain Toast	2 - Blueberry Pancakes 160° 1 oz Breakfast Ham 1/2 c Fresh Fruit 1/2 c 100% Juice	1 - Egg of Choice 155° 1/4 c Cottage Cheese 1/2 c Fresh Fruit 1/2 c 100% Juice	1 - Scrambled Egg and Bacon 150° 1/2 c Hash Browns 1/2 c Fresh Fruit 1/2 c 100% Juice 1 slice Whole Grain Toast	2 - Blueberry Pancakes 1 oz Breakfast Ham 160° 1/2 c Fresh Fruit 1/2 c 100% Juice
L U N C H	3 oz Baked Ham with Peach Sauce 140° 1/2 c Fresh Mashed Potatoes 1/2 c Green Beans 1 - Baked Roll 1/2 c Chocolate Ice Cream	2 c Caesar Salad with Shrimp 150° 1 - Baked Sweet Potato 2/3 c Broccoli Tortellini Salad 1 - Baked Roll 1/2 c Ice Cream	3 oz Baked Ham with Peach Sauce 145° 1/2 c Fresh Mashed Potatoes 1 c Apple Spinach Salad 1 - Baked Roll 1/2 c Ice Cream	2 c Caesar Salad with Shrimp (cold) 1/2 c Penne Pasta 1/2 c Oven Roasted Broccoli 1 - Baked Roll 1/2 c Ice Cream	1 - Chicken Tacos 148° 1/2 c Spanish Rice 1/2 c Mini Sweet Peppers with Ranch 1 oz Tortilla Chips and Salsa 1 - Ice Cream Sandwich	3 oz Grilled Pork Chop with Applesauce 160° 1/2 c Potato Wedges 1/2 c Oven Roasted Broccoli 1 - Baked Roll 1 - Ice Cream Sandwich	2 c California Chef Salad 2 - Pita Chips 1/2 c Mini Sweet Peppers with Ranch 1 - Baked Roll 1/2 c Ice Cream
D I N E R	1 - Classic Turkey Sandwich (lunchmeat) 1/2 c Peaches 1 c Green Salad	1 - Ham Sandwich 1 - Baked Sweet Potato 1/2 c Pears 1/2 c Sautéed Yellow Squash (lunchmeat)	1 - Chicken Tacos 146° 1/2 c Spanish Rice 1/2 c Assorted Fruit 1/2 c Sautéed Peppers and Onions 1 oz Tortilla Chips and Salsa 1 slice Angel Food Cake	1 - Ham Sandwich (lunchmeat) 1/2 c Fresh Fruit Cup 1/2 c Sautéed Yellow Squash 1 - Baked Roll	1 - Turkey BLT Wrap 1 oz Potato Chips 1 c Cantaloupe 1 c Green Salad 1 - Flour Tortilla (use lunchmeat)	1 - Classic Turkey Sandwich (lunchmeat) 1/2 c Fresh Peaches 1 c Caesar Salad	2 oz Crispy Chicken Strips 170° 1 c Cantaloupe 1 c Caesar Salad 10 - Tater Tots
	Milk offered at every meal						

File this copy

Dietitian's Signature:

Shirley Row 7-9-2023
10/12/23

Week 3



LEGACY

Senior Living

RESIDENT SERVICE AGREEMENT

6900 NW 129th Street
Oklahoma City, OK 73142
405-438-3157

RESIDENT SERVICE AGREEMENT

This Agreement, made this _____ day of _____ 20 _____, (“The Effective Day”) by and between Legacy Senior Living, LLC , an Oklahoma limited liability company (“Operator”) d/b/a____Legacy Senior Living_____ herein referred to as “Home” and _____ hereinafter referred to as “Resident”. The term “Resident” shall apply whether the bedroom to which this Agreement applies is occupied by one or more persons. In addition, this Agreement may also be signed by a Responsible Party, namely _____ , your next of kin, closest relative, spouse, significant other or such other person (including conservator) who agrees to act as agent for Resident and to manage, use or control Resident’s funds and assets to pay Resident’s fees due pursuant to this Agreement.

Legacy Senior Living, LLC owns and operates the Home which is located at _6900 NW 129th St. Oklahoma City, OK 73142. The Home is licensed as an Assisted Living Center by the Oklahoma State Department of Health. We provide residency, care, and services to qualified persons aged 50 and older. The Home does not exclude, deny benefits to, or otherwise discriminate against any person on the basis of race, color, national origin, or disability in admission to, participation in, or receipt of services and benefits under any of its programs and activities. The Home is operational in accordance with the regulations, policies, and directives of appropriate agencies including the Oklahoma State Department of Health. The Home is comprised of private and companion bedroom suites.

The purpose of this Agreement is to provide a statement of the services that will be furnished to you at the Home, and the other legal obligations that will assume. This Agreement also sets forth your legal obligations to the Home, both financial and non-financial.

ADMISSION CRITERIA FOR ASSISTED LIVING

A copy of the current Admission Criteria and Discharge Criteria and Services Provided is attached to and made a part of, this Agreement as Appendix A.

Please note that as an assisted living center for the elderly, the Home is not permitted to use restraints, and the use of restraints is inconsistent with our philosophy. We encourage our residents to participate in physical activities to the extent of their capabilities. Thus, falls and other personal injuries may occur from time to time. If you are not comfortable with this type of environment, we suggest that you consider a higher level of care. Although we will exercise care to protect you from injury while you reside at the Home, you recognize that there are certain risks inherent in the operation of the Home and everyday living and that accidents or injuries may occur which are not the result of intentional or neglectful behavior. You agree to utilize all safety measures and equipment made available to you by us and also agree not to hold us liable for such action or behaviors.

DESCRIPTION OF ACCOMMODATIONS AND SERVICES

PROVIDED CORE SERVICES

We will provide you with the following Core Services, subject to the terms of this Agreement. These services are included in your Monthly Fee unless otherwise indicated.

LIVING ACCOMMODATIONS

Your Bedroom - You may live in your Bedroom on a month-to-month basis, subject to the terms of this Agreement and the general policies of the Home contained in this Agreement, the Resident and Family Handbook, and the general policies of Legacy Senior Living, as amended from time to time. Due to our limited occupancy, we reserve the right to reassign you to an alternate Bedroom if, in the opinion of the Administrator, it becomes necessary to accommodate your needs or the needs of the other residents of The Home. A copy of the current Resident and Family Handbook is attached to and made a part of, this Agreement as Appendix B.

Utilities - We will furnish the Home with water, electricity, heat, air conditioning, basic cable television, and telephone outlets. You will be responsible for all other utilities such as telephone installation, internet, and service and premium cable television fees for your Bedroom, which will be billed directly to you or your responsible party by the service provider or responsible company/s. Residents are encouraged to have a private telephone line, but a telephone is available for residents' use for local calls.

Furnishings - The resident will furnish the Bedroom with his or her own furniture. You are free to use your own minor appliances (such as televisions and radios), provided that the size restriction and safety standards of the Home are met. We reserve the right to limit the number and type of furnishings in your Bedroom if they present a safety hazard. The administration may require that appliances or specific furnishings be removed after allowance into the home if safety becomes an issue for either the resident or the Home. Members of our staff must inspect and install all electrical appliances that you use in your Bedroom. You or your estate will be responsible for removing all of your furnishings and personal belongings when your Bedroom is vacated.

Maintenance - We will perform all necessary maintenance and repairs for your Bedroom, except that we may charge you for repairs related to damage for which you are responsible in accordance with this Agreement, the Resident Handbook, and Legacy Senior Living's Policies. The resident will be responsible for maintenance and repairs of their own furnishings and belongings.

Alterations - Any physical change to your Bedroom requires the prior written approval of the Administrator of the Home or his/her designee and shall be made at your own expense unless otherwise required by law. You or your estate will be responsible for restoring the original condition/décor when your Bedroom is vacated, this would include all cost and fees the Home incurs as a result of restoring the Home back to the original condition/décor in the event it is

not completed by you or your estate/responsible party unless we specifically exempt you from this requirement.

Common Facilities - You will be entitled to share the use of the common areas with all other residents of the Home. The Home requests that all residents and their guests practice common courtesy and adhere to the Home's policies concerning the use of common areas. The Home reserves the right to make changes or reconfigure common spaces at its discretion.

Laundry - We will routinely launder up to one (1) load of personal clothing, bed sheets, and bath linens every 7 to 10 days or as needed during periodic changes in condition due to a recent hospitalization, skilled stay, or recovering from a recent illness. Residents will provide bed linens, bathroom linens, and all personal clothing. Residents are encouraged to do their own personal laundry if they are able to do so, using the washers and dryers located in the Home. Items will be returned to the resident folded or on hangers. Residents are encouraged to put the laundry away themselves if capable. We do not provide ironing, mending, or dry-cleaning services.

Housekeeping - Routine housekeeping for each resident room will be scheduled every 7 to 10 days. Routine housekeeping will include vacuuming/mopping, light dusting, emptying trash cans, tidying the bedroom, and bathroom cleaning. The Home's common areas will be cleaned regularly throughout each week.

Personal Supplies - We assume that you wish to utilize our home supplies for personal care. These personal care supplies are included in your Monthly Fee. If you have personal preferences, you may choose to provide such supplies at your own expense. However, no credit will be given toward your Monthly Fee for personal care supplies purchased by you or your representative. See Fee Statement (Appendix E) for more details.

Dining - We will make available to you three (3) nutritionally balanced meals per day served in the dining room of the Home. We will also make snacks available to you between meals upon request. We will accommodate standard no-added-salt and no-concentrated sugar diets as prescribed by your physician, as long as you the resident remain otherwise eligible for residence at Legacy Senior Living. These meals and snacks are included in your Monthly Fee.

Tray Service - We will provide tray service to your Bedroom during a temporary illness, upon request or as identified by the Legacy Senior Living Nurse or Legacy Senior Living Specialist, at no extra charge.

Guest - You are welcome to invite one guest to any meal, but we request ample advance notice so that proper accommodations can be made. Due to the limited spacing of the Home, we request that special family meals be requested in advance and proper arrangements be made prior to the intended day of such event/meal. Guest meals are an additional extra fee of \$10.00 per guest and will be included in your monthly bill. Cash will not be an acceptable payment at the time of meal service due to the discrepancies that could result from the cash transactions.

Planned Activities - We provide various social and recreational activities and events at the Home. We also will assist interested resident groups in planning additional activities. These programs may be organized by Legacy Senior Living staff or by volunteers. You are welcomed and encouraged to participate in such activities as you desire.

Transportation – Routine transportation is not provided by The Home. We have made arrangements for the in-house provision of many services that would normally require you to leave home such as a physician, nursing, therapy, and beautician/barber services. If you wish to have these services or other services provided outside the Home, you will be responsible for arranging your own transportation. However, the Home may provide limited transportation of small groups to outside venues or social events from time to time. Entrance fees, food, and other associated fees with the venue or social event will be the resident's responsibility.

Mutual Assistance with Access to Outside Services – In the event that the Home is unable to meet your needs with the resources routinely available within the Home we will work with you or your responsible party or personal representative to assist you with accessing and transferring to outside facilities, higher levels of care, or a more appropriate care setting as needed.

Security, Emergency Response, and Fire Protection – Your Bedroom will be equipped with smoke detectors. When our staff determines that, in their judgment, an emergency exists, staff will call 911. Legacy Senior Living staff will carry out all the processes listed in the written emergency and disaster plan for fires and other natural disasters. Staff will endeavor to provide to the paramedics a copy of any advance health care directive that you provided to us.

Observation and Consultation – Our staff will observe your health status to identify your dietary, social, and health care needs and will provide you with consultations regarding social and health-related issues.

Pharmacy and Medication Management - Residents in need of assistance with ordering prescription and over-the-counter medications are encouraged to take advantage of Legacy Senior Living's Medication Management Program. Legacy Senior Living contract with a local pharmacy. Legacy Senior Living will not restrict the choice of pharmacy that you may select to use as long as the pharmacy provides timely service for refills and new prescriptions. Residents are expected to not take medications other than those prescribed by the resident's physician. The resident or their responsible party must arrange receipt and payment of prescription and over-the-counter medications whether the contracted pharmacy or another pharmacy is used. In the event that the resident, resident's responsible party, or resident representative is responsible for delivery of medication due to the pharmacy selected not providing delivery services, it required that the medication be delivered timely to the Legacy Senior Living staff.

Staff certified or licensed by the State of Oklahoma to administer medications will administer medication according to the resident's physician's orders.

Residents who self-administer their medications must allow the Home's nursing staff to monitor the resident's ability to safely administer their own medications. Such monitoring may include but is not limited to a periodic inventory of medication and periodic interviews with the resident regarding their medication usage.

Failure/s by the pharmacy, resident, resident representative, or resident responsible party to comply with Legacy Senior Living's medication policy by not delivering medication to the Legacy Senior Living staff could jeopardize the health and safety of the resident. If Legacy Senior Living is unable to meet the resident's medication needs, the resident's health and

safety are at risk, or the resident, family, or resident representative is unable or unwilling to abide by Legacy Senior Living's medication policies we will work with the resident and/or the resident's responsible party or personal representative to relocate the resident into a more appropriate care setting.

PERSONAL ASSISTANCE AND CARE

Personal assistance and care are provided for residents and are included in your monthly fee. A copy of the current Admission and Discharge Criteria and Services Provided is attached to, and made a part of this Agreement as Appendix A.

Prior to your admission to the Home, the staff performed an assessment of your needs. We determined with you, in accordance with our Resident Assessment, that your needs can be met by the Home 14 days after admission a new Resident Assessment will be performed and at least once within every twelve months thereafter. Staff will reassess you regularly as needed to determine that your needs do not exceed the level of care we are licensed to provide and are capable of providing to you. You will receive the care and services that are appropriate to your individual needs, as described in your Resident Assessment.

OUTSIDE PROVIDERS

If you require home health and/or hospice care or wish to engage the service of other independent providers including, but not limited to beauticians, barbers, various types of therapists, or private duty services ("collectively, "outside providers"), we can assist you in accessing these services. For any service provided to you at the Home, the service provider must abide by the rules outlined in the Resident and Family Handbook, in Appendix B. The Administrator and Home's RN must be aware of all outside services being provided in the Home. You may utilize outside providers of your choice provided that such are in good standing with the Oklahoma State Department of Health, other regulatory or certifying/licensing bodies, or accrediting organizations as applicable to the services to be provided. We may at our discretion exclude outside providers that do not comply with the Home's policies, regulatory compliance as set by the Oklahoma State Department of Health for Assisted Living Communities, and who fail to meet the needs of the resident under their care. Please note that while we will provide observation as described elsewhere in this Agreement, we cannot attest to the quality of the services delivered by outside providers. You shall be solely responsible for the cost of all services provided to you by outside providers, which they will bill directly to you. You also understand and agree that we shall not be liable for any loss or injury to you, or any other resident of the Home caused by such outside providers. All outside care companies must be approved prior to providing any service in the Home. You shall not directly or indirectly engage the service of a current or past Legacy Senior Living, LLC employee unless expressly approved by the Owner.

TERMS, FEES, RESPONSIBILITIES, AND OBLIGATIONS

TERMS OF AGREEMENT

The term of this Agreement shall be month-to-month, unless and until it is terminated as set forth in this Agreement.

FEES

Monthly Fee A copy of the current Fee Statement, including detailed inclusions and exclusions, is attached to and made a part of, this Agreement as Appendix E.

Community Fee Upon admission to the Home, you shall pay a one-time, refundable Community Fee of seven hundred and fifty dollars (\$750.00). The purpose of this fee is to help defray the costs associated with preparing your Bedroom, reviewing your application and medical information, assessing you, developing your resident service plan, and orienting you to the Home.

Motorized Wheelchair or Scooter Fee Residents who utilize a motorized wheelchair, scooter, or motorized carts will pay a two hundred and fifty dollars (\$250.00) non-refundable fee prior to the device being brought into the Home.

Payment of Monthly Fee You will be billed on the first of each month your Monthly Fee. For your convenience, Legacy Senior Living may arrange to auto-draft your Monthly Fee directly from your bank account at midnight on the 1st of each month. However, you are responsible to ensure that adequate funds are available or otherwise remit Monthly Fees in a timely manner. You understand that your right to occupy and use your Bedroom and to receive services at the Home is contingent upon the timely payment of your Monthly Fee and all other applicable charges and fees under the terms of this Agreement.

Failure to Make Payment In order to provide care to a very limited number of residents in a traditional family home environment, our operating margins are such that late payments have the potential to significantly impact the operation of the Home. Therefore, you will be required to make all payments due to us in a timely manner and otherwise to take care of your financial obligations to us. If you fail to pay your Monthly Fee or other fees by the tenth (10th) day of any calendar month, we may terminate this Agreement upon thirty (30) days written notice to you. We shall charge you a late fee of twenty-five dollars (\$25.00) for any late payments made after the fifth (5th) day of each month. In addition, we will charge you interest on all delinquent amounts at the lesser of eighteen percent (18%) per year or the maximum amount allowed by law beginning thirty (30) days after the fees become due.

Repairs, Damages, and Unpaid Fees Residents will be responsible for:

- Repair and cleaning costs of damages to the apartment beyond normal wear and tear.
- Repair to damages caused to Legacy Senior Living's Property by either the resident or the resident's visitors.
- Any expenses incurred by Legacy Senior Living in the removal or storage of the resident's property not removed at the time the resident vacated the bedroom.

- Amount of any unpaid monthly fees or other charges the resident owes to Legacy Senior Living pursuant to this contract.

TRANSFERS FROM YOUR BEDROOM

Transfer for More Appropriate Care The home is licensed as an assisted living center for eldercare and is not designed to provide higher levels of care, such as nursing or care for mental or emotional disorders. You may remain in your Bedroom, subject to the terms of this Agreement, as long as doing so is conducive to your safety and well-being, the safety and well-being of the other residents at the Home, and applicable legal requirements. If the Home determines, in consultation with you, your family, and/or your physician, that you are unable to remain in your Bedroom consistent with these requirements, you will be asked to move from the Home. The transfer shall be initiated within five (5) working days and the progress of the transfer will be noted in your resident record and this Agreement will terminate. If you do not move out under these circumstances, and we determine that it is necessary to provide you with one-on-one care in order to protect your health or safety or the health and safety of others, we will provide such care and you will be charged an hourly rate based on the cost incurred by the Home to compensate its staff or contracted staff to provided such care, (including overtime) but shall not exceed \$40.00 per hour.

Reassignment of Bedroom We may need to substitute your Bedroom with another Bedroom to comply with any law or lawful order of any authorized public official, or for any other reasonable purpose, as determined by the Executive Director or his/her designee. If this occurs, we shall make every reasonable effort to substitute your Bedroom with a reasonable comparable Bedroom. A request by you for a room reassignment will be granted at our discretion. If you move to a Bedroom that has a higher Monthly Fee than your Bedroom, you will be responsible for the difference in fees. Similarly, if you move to a Bedroom with a lower Monthly Fee, the difference in fees will be credited towards your next month's statement. If you move pursuant to your own request, you will be responsible for all costs associated with the move.

TERMINATION

Termination by Resident You may terminate this Agreement at any time, with or without cause, by giving the Executive Director or his/her designee thirty (30) days prior written notice of termination. You need not cite a specific reason for the termination. This notice requirement shall pertain in the event of your death and this Agreement shall remain in effect until thirty (30) days after the notice is given. The resident must vacate the apartment by the termination date. If the party cannot vacate by the termination date, fees will be accrued on a daily basis until all residents' personal property is removed.

Termination by Abandonment If the resident abandons or vacates the bedroom, this agreement may be terminated immediately or otherwise, at the option of Legacy Senior Living. To abandon or vacate means an unauthorized absence of fifteen (15) days with no communication to the Home as to the resident's whereabouts, or any overnight absences of the resident while in default of paying any monthly fee. If this contract is terminated as

provided above, Legacy Senior Living shall retain any advance payments of monthly fees to be credited towards the amount due under the terms of this contract and may avail itself of all remedies provided under Oklahoma Law.

Termination By the Home

Part I

Termination Upon Thirty (30) Days' Notice For Reasons Other Than Inappropriate Placement We may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to you if any of the following events occurs:

- a) Nonpayment of the Monthly Fee within ten (10) days of the due date.
- b) The resident failure to comply with state or local law after receiving written notice of the alleged violation.
- c) Your failure to comply with the general policies of the Home (some of these policies are described in this Agreement, and others are contained in the Resident and Family Handbook).
- d) The use of the Home is changed.

Part II

Reappraisal and Termination for Inappropriate Placement If Legacy Senior Living finds that the resident is inappropriately placed as determined by reappraisal/assessment or as explained in the discharge criteria, Legacy Senior Living will inform the resident and/or the Resident's responsible party, if any. If voluntary termination of residency is not arranged Legacy Senior Living will provide written notice to the resident and the resident's responsible party, giving the resident thirty (30) days' notice of intent to terminate the residency Agreement and move the resident to an appropriate care provider. The following conditions, among others, may lead to a reappraisal and a termination of your residency in accordance with this Agreement. The thirty (30) day requirement shall not apply and termination may occur if:

- You do not meet the requirements for residency established by state law and the Oklahoma State Department of Health regulations.
- You present an immediate physical threat or danger to yourself or others.
- You have active communicable tuberculosis or another similar communicable disease.
- You require 24-hour skilled nursing or intermediate care.
- You are not elderly and have needs in conflict with other residents or the programs of service offered.
- You require more than one person's assistance with personal care and/or transfer and ambulation.
- You refuse to accept the services required in order for us to meet your needs.
- You have health care needs that cannot be met at the Home for reasons such as licensure design or staffing.
- Your personal physician has determined that you require service not available at the Home.

Emergency Termination. In addition, we may terminate this agreement when necessary for the Resident's immediate health and safety and that of other residents or staff.

Notice and Assistance If we terminate this Agreement under Termination by The Home Part (I), you and your personal representative shall receive written notice describing the reasons for such termination. This notice shall include the date of notice and the date by which the resident must leave Legacy Senior Living. At your request, we will assist you in finding alternative accommodations.

Right to a Hearing If you wish to appeal a termination for involuntary termination for reasons other than inappropriate placement, you have the right to do so by requesting a hearing verbally or in writing to the Oklahoma State Department of Health. Notice for hearing with the Oklahoma State Department of Health must be filed within ten (10) business days of receipt of the Legacy Senior Living notice.

If a written or verbal request for hearing is timely filed by an eligible aggrieved party, Legacy Senior Living will not terminate the residency Agreement while waiting for the hearing, unless the termination is an emergency situation.

Vacating Bedroom Upon termination of this Agreement, you or your estate shall vacate and remove all your property from your Bedroom. You or your estate shall remain liable for the Monthly Fee until the later of (i) the date on which this Agreement terminates; or (ii) the date on which your Bedroom is vacated, and all your property is removed from it.

Refund Within thirty (30) days after you vacate and remove all your property from your Bedroom, we shall refund to you and your estate any amount we owe to you, minus (i) any Monthly Fee, or other charges you owe to us; and (ii) you vacated your Bedroom. If the sum you owe to us exceeds your final Monthly Fee, we will bill you or your estate for the difference.

Survival After Termination Sections of the agreement that applies to the resident's obligations pertain to costs, fees, property obligations, and repairs shall survive the termination of this Agreement. This means that you or your estate will still have to meet any outstanding financial obligations to us, as outlined in the Agreement, even if this Resident Agreement is no longer in effect.

YOUR PROPERTY RIGHTS AND OBLIGATIONS

No Management or Property Interest This Agreement shall give you no property rights or management interest, or security interest in the Home, or any of its assets. In addition, you shall have no right to any of the personal property of the Legacy Senior Living, LLC or the Home, including furnishings and fixtures in your bedroom or the common area of the Home.

Maintenance Of and Damage to Your Bedroom You agree to maintain your Bedroom in a clean, sanitary, and orderly condition. You shall be responsible for any loss or damage that you or your guests cause to your Bedroom or other property of Legacy Senior Living, LLC or the Home, or other residents and their property, unless due to ordinary wear and tear.

Responsibility For Your Property You are responsible for securing your premises. We shall not be responsible for the damage or the loss of any personal property belonging to you due to theft, fire, or any other cause, unless the loss or damage was caused by the negligence of Legacy Senior Living, LLC, The Home, or their employees acting in the scope of their employment duties, we strongly recommend that you obtain, at your own expense, insurance for the replacement value of your personal property, at adequate coverage and liability limits. The open nature of a community such as the Home makes it impossible to guarantee the security of your personal valuables. We strongly recommend that you not bring valuable into the Home. This includes jewelry, figurines/collectibles, or other items that have sentimental or cash value. If you choose to bring such items with you, we will, upon request, provide you with a lockbox that you will be responsible for managing and inventorying. We shall not be responsible for the loss or damage to any property belonging to you due to fire, theft, or any other cause unless such loss is the result of our negligence or intentional misconduct. You are encouraged to secure insurance on personal belongings or valuables. We urge you not to retain valuable items or large amounts of cash in your Bedroom. We shall not be responsible for any expenses, debts, or obligations incurred by you or on your behalf either at the Home or elsewhere. In addition, we shall not be responsible for giving you support, maintenance, care, board or lodging, or any credit towards your Monthly Fee while you are absent from the Home.

Removal and Storage We shall be entitled to remove promptly and store all property from your Bedroom, at your expense, when you permanently vacate your Bedroom. We shall give you or your estate ten (10) days' written notice of such removal and shall eventually dispose of your property as provided by law if not claimed.

MISCELLANEOUS

Right of Entry All rooms at The Home are licensed by the Oklahoma State Department of Health. You agree that any duly authorized employee or agent of the Oklahoma State Department of Health or the Home, or any other authorized government official, shall be entitled to enter your Bedroom as necessary for housekeeping services, emergency, making repairs and improvements, or perform any other management functions that Legacy Senior Living deem necessary. Therefore, additional locks are not permitted on the entrance door to your Bedroom. A representative of the Oklahoma State Department of Health need not give you notice before entering your Bedroom. However, whenever reasonably possible, we will give you reasonable notice before entering your Bedroom.

Inspection of Bedroom and Examination of Records Representative of the Oklahoma State Department of Health may inspect your Bedroom and any of your records that are on file at the Home as a part of their evaluation.

Resident and Family Handbook You agree to abide by the general policies of the Home contained below and in the Resident and Family Handbook, as they now exist or as they may later be amended at our discretion. You understand that your failure to abide by such general policies may result in termination of this Agreement by us. In accordance with state law, these policies must be reasonable. By signing this Agreement, you acknowledge that you have received a copy of and have reviewed the general policies of the Home contained below and,

in the Resident and Family Handbook, and agree that they are reasonable. The following additional general policies apply to residents of the Home:

- Residents of the Home must pay all fees and charges that are owed to us in accordance with their Resident Agreement when due.
- Residents may not breach any representation, covenant, agreement, or obligation of the resident under their Resident Service Agreement.
- Residents must not be disruptive, must not create unsafe conditions, and must not be physically or verbally abusive to other residents, staff, or visitors.
- Residents must ensure that their family members, guardians, personal representatives, or guests are not disruptive, do not create unsafe conditions and are not physically or verbally abusive to the detriment of the resident, other residents, staff, or visitors.
- If you wish to suggest changes to the general policies of the Home, you may do so at any time by notifying the Executive Director.

Personal Rights and Responsibilities Consistent with Oklahoma law, you shall have the right set forth in the Statement of Resident Rights and Responsibilities, which is attached as Appendix C and made part of this Agreement. In addition, you have a right to privacy and confidentiality. We have policies to protect the confidentiality of medical records and other individually identifiable health information. We will not disclose your personal health information without your written permission, except as required or permitted by law. If you are unable to give such permission, your authorized representative may do so on your behalf.

Visits and Communication the Home encourages frequent family visits and communication. Visitors are always welcome at The Home provided that they respect the rights of other residents and staff and abide by the guest policy as set forth in the Resident and Family Handbook. Guests may be admitted by ringing the front doorbell. All visitors must sign in and out in the log kept in the front Entry Area when entering or leaving the Home. You will be responsible for assuring that your guests abide by the guest policy and are not disruptive. Your visitor/guest may be denied access to the Home if they fail to observe these rules or appear to be under the influence of alcohol or drugs and may be banned from the Home's grounds.

Personal and Financial Affairs You agree to designate a person to manage your personal and financial affairs if you become incapacitated, and to notify us of such designee. If you do not designate such person or your designee is unavailable, you understand that a court may name a conservator upon application of any interested party (including the Home), subject to all bonds, accounting, and other legal requirements. Neither the Home nor any of its employees or agent may be your conservator.

Advanced Health Care Directive We recommend that you prepare and execute an advance health care directive appointing an agent to make health care decisions for you if you become unable to make these decisions. In accordance with Oklahoma law, we are providing you with a copy of the "Oklahoma Notice to Patients". By signing this Agreement, you acknowledge receipt of a copy of this Notice. The resident will provide Legacy Senior Living with copies of any advance directives, including any medical durable

power of attorney, business power of attorney, directive to physician, guardianship designation, or do not resuscitate orders that the resident has executed.

Cash Resources We do not maintain or supervise resident cash resources. If you are incapable of handling your own monetary needs, you or your responsible party will need to make appropriate arrangements.

Other Residents You shall have no right to object or to determine the admission, terms of admission, placement, or termination of any other resident or non-resident participating in the Home's programs. We may enter into agreements with other residents that contain terms different from those contained in this Agreement. Despite such differences, this Agreement alone sets forth your rights and obligations with respect to your care and residence at the Home.

Grievances If you have a grievance or complaint regarding the Home, you may contact the Executive Director. In addition, you have the right to contact the Oklahoma State Department of Health or the Long-Term Care Ombudsman. A copy of our grievance procedure for the resolution of resident complaints is available (see Procedure for Filing Confidential Complaints, Appendix D).

Accuracy of Documents as a Condition of your acceptance for residency at The Home, you have filed with us a physician's report and pre-placement assessment, both of which are incorporated by reference into this Agreement and made an express part of it. You warrant that all information contained in these documents is true and correct, and you understand that we have relied on this information in accepting you for residency at The Home.

Licensing Surveys A copy of licensing surveys for the past year for the Home performed by the Oklahoma State Department of Health will be available for you to review. In addition, copies of licensing reports are available from us, and copies of the licensing reports and other documents pertaining to the Home are available from the Oklahoma State Department of Health (see Statement of Resident's Rights and Responsibilities, Appendix D for the contact information for the Department).

Notice All notices given under this Agreement shall be in writing and shall be addressed to the administrative Office of Legacy Senior Living, LLC 12101 N. MacArthur #298, Oklahoma City, Oklahoma 73162, or to you or your representative at the following address:

Attention: _____

Address: _____

Such notices shall be effective when personally delivered or when deposited in the United States mail, first-class postage prepaid.

Entire Agreement This Agreement, (together with the referenced appendices) Constitutes the entire agreement between you and the Home and may be changed only by a written amendment signed by you and/or your legal representative and by an authorized representative of the Home. If any part of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall remain valid and enforceable, unless the context requires otherwise.

Waiver The failure of us in any instance to insist upon your strict performance or observation of or compliance with any of the terms or provisions of this Agreement, shall not be construed to be a waiver or relinquishment of our right to insist upon your strict compliance with all of the terms and provisions of this Agreement. In addition, acceptance by us of any payment from you after your breach of any term of this Agreement or after providing you with a notice of termination based on a reappraisal as described above, shall not constitute a waiver of the rights of us to insist upon full performance of all terms of this Agreement, nor shall it waive our right to terminate this Agreement for any breach previously committed or to terminate in accordance with this Agreement.

Assignment We reserve the right to assign this Agreement to any successor-in-interest selected by us. You may not transfer or assign your rights under this Agreement to receive care and services and use amenities and accommodations at the Home to any other individual or entity.

Governing Law This Agreement shall be governed by Oklahoma law with the exception of arbitration which shall be governed by the Federal Arbitration Act.

Resident Vehicles The resident will not keep or maintain any vehicle on Legacy Senior Living premises that are not in operating condition is without insurance or is without a valid licenses plate. Legacy Senior Living may regulate the manner, time, and place of all parking and may remove illegally parked vehicles in accordance with state statute, at the resident's expense. Legacy Senior Living may request that the resident provide evidence they are safe to drive. Residents are requested not to loan out the use of their vehicles to other residents. Legacy Senior Living will require a resident's responsible party or representative to remove the resident's vehicle from Legacy Senior Living property if the vehicle is not in operating condition or if the resident cannot safely operate the vehicle. Legacy Senior Living will not be held liable for any motor vehicle accidents involving the resident's vehicle occurring on or off Legacy Senior Living's property except for any accident involving a vehicle owned by Legacy Senior Living and operated by Legacy Senior Living staff with the permission of Legacy Senior Living.

Possession of Weapons The resident will not keep, hold, store or use any firearms, knives, or any other weapon at the apartment or on Legacy Senior Living premises. A firearm means any device designed, made, or adapted to expel a projectile through a barrel by using the energy generated by an explosion or burning substance or any device readily convertible to that use.

Primary Care Physician The resident shall notify Legacy Senior Living in writing of the name, address, and phone number of the resident's local primary care physician. The

resident will be required to visit their primary care physician at least yearly and as necessary for the maintenance of the resident's health. All physician charges shall be the sole responsibility of the resident.

Resident Covenants You covenant and agree (a) that there are no material omissions or misstatements in your application, financial report, medical history, and examination, or any other document filed with Legacy Senior Living on your behalf; (b) that you will not transfer assets for less than fair market value if doing so compromises your ability to pay the fees owing to us under this Agreement fully and on time, and (c) that you will not invest assets or enter into a financial agreement that enables you to qualify prematurely for public assistance.

Arbitration By initialing below, you agree that any and all claims' disputes arising from or related to this Agreement or your residency, care, or services at the Home shall be resolved by submission to neutral, binding arbitration, except that any claim or dispute involving unlawful detainer proceedings (eviction) or any other claim that can be brought in small claims court shall not be subject to arbitration unless both parties agree to arbitrate such proceedings. Both parties give up their constitutional rights to have any and such disputes decided in a court of law before a jury and instead accept the use of arbitration. The arbitration shall be conducted in Oklahoma by a single neutral arbitrator selected as provided in the Federal Arbitration Act, unless otherwise mutually agreed. In reaching a decision, the arbitrator shall prepare findings of fact and conclusion of law. Each party shall bear its own costs and fees in connection with the arbitration. You may withdraw your agreement to arbitration within thirty (30) days after signing this Agreement by giving written notice of your withdrawal to Legacy Senior Living, LLC 6900 NW 129th Street, Oklahoma City, OK 73142. This arbitration clause binds all parties to this Agreement and their spouse, heirs, representative, executors, administrators, successors, and assigns, as applicable. After termination of this Agreement, this arbitration clause shall remain in effect for the resolution of all claims and disputes that are unresolved as of that date. Any arbitration arising out of this Agreement shall be subject to the Federal Arbitration Act, without regard to the Oklahoma Uniform Arbitration Act and/or Oklahoma law.
Resident's/Representative's Initials: _____

Actions Not Subject to Arbitration Any action arising out of or related to this Agreement concerning The Home's Admission on Discharge Criteria or other matters for which arbitration is not allowed by law or that is excluded from arbitration above, shall be brought in the appropriate court before a judge. The parties hereby expressly WAIVE THEIR RIGHT TO BRING THE MATTER BEFORE A JURY.

This AGREEMENT shall be effective as of _____, _____. By signing below, you acknowledge that you have read and understood this Agreement, including its exhibits and attachments, and you agree to abide by their terms. You also acknowledge that you have been given the opportunity to consult with legal counsel or any other advisors of your choosing prior to signing this Agreement.

RESIDENT:

Signature

Print Name

Date

RESPONSIBLE PARTY (If Any):

Signature

Print Name

Date

Mailing Address of Responsible Party:

Telephone Numbers of Responsible Party:

Cell:

Home:

Work:

Email Address of Responsible Party:

Email:

HOME REPRESENTATIVE:

By:

Title:

Print First and Last Name

Date

LEGACY SENIOR LIVING

ADMISSION AND DISCHARGE CRITERIA

ADMISSION AND RETENTION CRITERIA

PURPOSE:

- To provide guidance to the staff in determining the eligibility of a prospective resident for residency.
- To provide guidance to the staff when a resident no longer meets eligibility requirements.
- To provide information to individuals and their families as to eligibility and admission criteria.

The Home will admit residents who meet the following criteria or who are in need of the following:

- Must be 50 years of age or older
- Must have the financial resources to pay the assessed fees
- Assistance with personal care
 - Must be willing and able to cooperate with or allow staff assistance with personal care as needed.
 - must not routinely require more than one (1) person assistance with personal care.
- Intermittent or unscheduled nursing care
 - may require intermittent or unscheduled skilled nursing care and intervention to meet health care needs.
 - Must not require twenty-four (24) hour a day nursing care.
- Nursing supervision
 - May require nursing supervision and oversight to ensure routine or ongoing health care needs are met.
 - Must not require twenty-four (24) hours a day of nursing supervision.
- Medication administration
 - must be willing and able to cooperate with or allow staff assistance with medication administration or demonstrate competency to self-administer their own medication.
- Assistance with cognitive orientation and care or service for Alzheimer's disease and related dementias
 - the home may admit residents who have a diagnosis of dementia who otherwise meet the homes admission criteria. However, the home is not specifically designed to provide specialized services to persons with a diagnosis of probable Alzheimer's or related disorders as a special unit or under a special program designed to prevent or limit access to areas outside the designated unit or program as defined in the Alzheimer's Disease Special Care Disclosure Act Title 63 of Oklahoma State Section 1-879.2a et seq.
 - Must not wander, be exit seeking, or require a secured or specialized dementia care unit.

- Assistance with transfer or ambulation
 - must not routinely require more than one (1) person assistance for safe transfer and ambulation.
 - May require reminders to use assistive devices such as grab bars, canes, walkers, wheelchairs, and/or other assistive devices as needed for safe transfers and ambulation.

A plan of accommodation may be negotiated for a current resident who develops a disability or condition following admission that exceeds the Home's admission criteria in accordance with the Oklahoma Assisted Living Act. The Home shall have final authority in determining whether a plan of accommodation can be approved for a resident.

DISCHARGE CRITERIA/INELIGIBILITY

The home will determine a potential resident to be ineligible for admission and will not retain a resident under one (1) or more of the following circumstances:

1. The potential or current Resident needs the care of services that exceed the care or services available in the home.
2. The potential or current Resident's physician determines that the resident requires physical or chemical restraints in situations other than emergencies;
3. The potential or current Resident poses a threat to self or others; or
4. The Home is unable to meet the potential or current Resident's need for privacy or dignity
5. The potential or current Resident must not exhibit behaviors disturbing to other residents. If the behavior problem(s) can be controlled as a result of behavior management, medication, family, home health agency, or mental health intervention, the resident may be permitted to remain in the home
6. Must not be a registered sex offender or have a violent criminal history
7. The potential or current Resident does not wander or require a secured or specialized dementia care unit
8. The potential or current Resident does not have a diagnosis of mental psychosis, developmental disability, or mental retardation.

The home will determine a potential resident to be ineligible for admission and will not retain any resident in need of twenty-four (24) hour nursing care including, but not limited to those with:

- a) Unstable diabetes (if insulin dependent and incapable of self-administration);
- b) Long-term nebulizer breathing treatment or inhalers (if incapable of self-administration);
- c) tracheotomies and/or mechanical ventilators; and
- d) Residents who are total care or require two-person assistance with personal care and/or transfers and ambulation or requires one-on-one supervision or care due to uncontrolled behavior and/or health concerns.
- e) Residents who have a colostomy ileostomy and urinary catheter (if incapable of self-managing the care of the device him/herself or with the assistance of a resident contracted agency/company).

Final determination regarding eligibility rests with the administrator. If the needs cannot be met with the services available, then the prospective resident would not qualify for residency nor the resident for continued residency.

SERVICES PROVIDED

A nurse employed by Legacy Senior Living will determine in consultation with the resident, the resident's responsible party or representative, and the resident's primary care physician if each resident's need for nursing care can be met with the services available within the assisted living center. The following services are provided for residents and are included in your monthly service fee:

- Assistance with personal care
 - One (1) person assistance with personal care is routinely provided throughout 24 hours by Legacy Senior Living staff. Legacy Senior Living staff are certified and trained to provide assistance with personal care and activities of daily living.
 - Residents who receive skilled nursing services with a home health agency may continue to receive personal care services from the home health agency.
- Housekeeping
 - Routine housekeeping for each resident room will be scheduled every 7 to 10 days. Routine housekeeping will include vacuuming light dusting emptying trash cans and bathroom cleaning.
- Laundry
 - We will routinely launder up to one (1) load of personal clothing, bed sheets, and bath linens every 7 to 10 days or as needed. Items will be returned to the resident folded or on hangers.
 - Residents are encouraged to do their own personal laundry if they are able to do so, using the washer and dryers located in the Home. Residents are encouraged to put the laundry away themselves if capable.
 - We will not be providing ironing, mending, or dry-cleaning services.
- Nursing supervision
 - We provide nursing supervision through the Legacy Senior Living nurse who is licensed as a Registered Nurse (RN) and or a Licensed Practical Nurse (LPN) who works under the supervision of an RN. The RN is responsible for coordinating and signing all resident assessments and re-assessment upon a significant change of condition. Each comprehensive assessment includes a personal interview between the resident and the person completing the assessment form. If the resident is cognitively impaired, the home will include the resident's representative or personal physician in the interview.
 - The RN or LPN who works under the supervision of an RN is responsible for training the Legacy Senior Living staff on medication management and is responsible for direct supervision of the daily resident care provided by Legacy Senior Living staff.

- Intermittent or unscheduled nursing care
 - The prospective or current resident may require intermittent or unscheduled nursing care period short term nursing care needs may be provided utilizing the Legacy Senior Living nurse (RN/LPN) in conjunction with the physician's orders or through the use of a licensed home health or hospice provider. These services are not intended to allow a resident to continue a residency at the Home whose needs go beyond the scope of assisted living.
- Medication administration
 - Residents who require assistance in administering medications will receive assistance only from a Certified Medication Aide (CMA), an Advanced Certified Medication Aid (ACMA), a Medication Administration Technician (MAT), a Licensed Practical Nurse (LPN), or a Registered Nurse (RN).
 - All staff responsible for medication administration will be certified to administer medication under the oversight of the RN or LPN and in accordance with Oklahoma State Department of Health guidelines.
 - As approved by the RN or LPN and the resident's physician, residents may self-administer medication.
- Assistance with cognitive orientation and specialized services for residents with Alzheimer's disease and related dementia
 - The Home may admit residents who have a diagnosis of Alzheimer's related dementia who otherwise meet the homes admission criteria. However, the Home is not specifically designed to provide specialized services to persons with a diagnosis of probable Alzheimer's or related disorders as a special unit or under a special program designed to prevent or limit access to areas outside the designed unit or program as defined in the Alzheimer's Disease Special Care Disclosure Act Title 63 of the Oklahoma Statutes Section 1-879.2a et seq.
 - There will be ongoing nursing assessments for each resident's cognitive orientation and signs of advanced dementia and or Alzheimer's disease or related dementia. If the safety of the resident cannot be maintained in the non-secure Home, a recommendation may be made for a transfer to a secure assisted living or other discharge planning will be initiated.
 - The Home does not have a specialized unit and will not be offering specialized care.
- Assistance with transfer or ambulation
 - One-person assistance with transfer and ambulation may be routinely provided as needed for safety.
 - Reminders to use assistive devices such as grab bars, canes, walkers, wheelchairs, and/or other assistive devices as needed for safe transfer and ambulation.
- Planned program for socialization activities and exercise
 - The Home will create and utilize an event and activity calendar on a monthly basis. Activities are based on residence interest and are adaptable to the functional and cognitive abilities of the residents.
 - Activities are designated to promote cognition and help maintain functional and self-care ability.
 - For residents who cannot participate in certain activities due to cognitive or functional limitations, alternate and modified activities are offered.

- Provisions for evacuation in the event of an emergency or disaster and for dealing with urgent and resident care emergency situations (see Appendix F)
 - The Home utilizes one-person direct care staffing and has a written emergency and disaster preparedness plan in place for fires and other natural disasters that also include a detailed plan to deal with other urgent or emergency situations involving resident care, including but not limited to, resident falls.
 - All members of the staff are trained upon hire as part of new employee orientation and annually thereafter on emergency and disaster preparedness and evacuation procedures.
 - If relocation of residents is required due to disaster or an emergency related to the homes condition that could affect the resident's safety it will be the responsibility of the Home to arrange for alternative living accommodations and staff to care for residents while the building is unusable.



Delivery via email to: Katie@legacyseniorhomes.com; wellnessways405@gmail.com

October 11, 2023

License Number: AL5576

Katie Dickey, Administrator
Legacy Senior Living At Preston Hills East
6900 Nw 129 Street
Oklahoma City, OK 73142

RE: Survey Event NZQC12

Dear Ms. Dickey:

On **October 6, 2023**, an offsite/paper revisit was conducted for your facility by this agency. The findings of the revisit indicate that the deficiencies cited during your initial survey on **July 31, 2023**, have now been corrected effective **September 1, 2023**.

If you have any questions concerning the information in this letter, please contact the Enforcement worker at (405) 426-8200.

Sincerely,

Lisa Calvin, Enforcement Analyst
Long Term Care
Protective Health Services

Oklahoma State Department of Health

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION		(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: AL5576	(X2) MULTIPLE CONSTRUCTION A. BUILDING: _____ B. WING: _____	(X3) DATE SURVEY COMPLETED R 10/06/2023
NAME OF PROVIDER OR SUPPLIER LEGACY SENIOR LIVING AT PRESTON HILLS EAST		STREET ADDRESS, CITY, STATE, ZIP CODE 6900 NW 129 STREET OKLAHOMA CITY, OK 73142		
(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETE DATE
{C 000}	INITIAL COMMENTS An offsite/paper revisit was conducted on 10/06/23. The facility was in substantial compliance.	{C 000}		

Oklahoma State Department of Health

LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE

TITLE

(X6) DATE