

IN THE COURT OF COMMON PLEAS
LUCAS COUNTY, OHIO

CHRISTOPHER LEASE,

Individually and as Executor for the Estate of
Bonnie Lease-Phillips, deceased
4159 Woodmont Rd.
Toledo, Ohio 43613

Plaintiff,

v.

**OAKLEAF VILLAGE, LTD.,
d/b/a OAKLEAF VILLAGE OF TOLEDO-
SYLVANIA**

c/o Registered Agent Solutions, Inc.
4568 Mayfield Road
Suite 204
Cleveland, Ohio 44121

and

JHT WALLICK HOLDINGS, LLC

c/o Registered Agent Solutions, Inc.
4568 Mayfield Road
Suite 204
Cleveland, Ohio 44121

**JOHN DOE, aka "Jerry" an individual
whose name is presently unknown
Address Unknown**

Case No.: G-4801-CI-0202302089-000

Judge: Judge Dean P. Mandros

COMPLAINT

With Jury Demand

Affidavit of Merit Attached

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Plaintiff CHRISTOPHER LEASE, individually and as Executor for the ESTATE OF BONNIE LEASE-PHILLIPS, deceased, by his attorneys, CHARLES E. BOYK LAW OFFICES, LLC, brings this action against DEFENDANTS OAKLEAF VILLAGE, LTD., LHT WALLICK HOLDINGS, LLC, (collectively, "Oakleaf" or "Defendants") and JOHN DOE a/k/a "Jerry. This

Complaint is based upon information and belief except as to those paragraphs that relate to Plaintiff, which are based on Plaintiff's personal knowledge. For this Complaint, Plaintiff states follows:

NATURE OF THE ACTION

1. This is a wrongful death and survival action based upon systemic neglect and abuse by Oakleaf Village. Oakleaf is an Ohio-licensed Residential Care Facility that provides care for seniors with age-related dementias. Ms. Bonnie Lease-Phillips, who suffered from dementia and had limited physical mobility required assisted living services. Based on Oakleaf's representations and assurances, Christopher Lease entrusted his mother's care to Oakleaf. In her final months under Oakleaf's care, Christopher's mother was sexually assaulted by another resident, suffered from nearly continuous urinary tract infections, and suffered no less than six falls while being ambulated or neglected by Oakleaf staff. Her final fall at Oakleaf resulted in head trauma and intracranial hemorrhaging. She never recovered and passed away on November 20, 2022.

2. An Affidavit of Merit is attached as Exhibit 1.

3. A copy of the Resident Agreement is attached as Exhibit 2.

PARTIES

4. Plaintiff Christopher Lease is the son of Bonnie Lease-Phillips, deceased, and is the Executor of her Estate, having been appointed by the Lucas County Probate Court, Case No. 2022 EST 2863. He brings this claim on behalf of both the Estate and all next of kin of Bonnie Lease Phillips.

5. Oakleaf Village, Ltd is an Ohio limited partnership and operates as a Residential Care Facility known as Oakleaf Village of Toledo-Sylvania, located at 4220 North Holland-Sylvania Road, Toledo, Lucas County, Ohio.

6. Oakleaf Village is licensed by the Ohio Department of Health as a Residential Care Facility.

7. Upon information and belief, Oakleaf is owned and operated by JHT Wallick Holdings, LLC, an Ohio limited liability company whose principal place of business is in New Albany, Franklin County, Ohio.

8. John Doe, aka “Jerry” is an individual who, upon information and belief, is a current resident at Oakleaf’s facility, in Toledo, Lucas County, Ohio. He is referenced in records as “105 GD”.

JURISDICTION & VENUE

9. The Lucas County Court of Common Pleas has jurisdiction over this matter through Ohio Revised Code § 2305.01.

10. This matter is properly venued in the Lucas County Court of Common Pleas pursuant to Ohio Civil Rule 3, in that Lucas County is the county in which all or part of the claims have arisen.

11. Pursuant to Ohio R. Civ. P. 8, Plaintiff states that the amount in controversy exceeds \$25,000.00.

ALLEGATIONS

12. At all times relevant, Oakleaf was in the business of providing assisted care as a Residential Care Facility as defined under Ohio law.

13. Upon information and belief, Oakleaf is owned by JHT Wallick Holding, LLC.

14. Upon information and belief, JHT Wallick Holdings exercises actual control of Oakleaf Village, its management, and operations. This includes, but is not limited to, establishing policies and procedures regarding resident care, budgeting and finances, staffing and personnel management, training, monitoring and supervising, maintaining resident records, and marketing.

15. Oakleaf operates a special care unit called “The Grove” that is dedicated to providing care and safety to residents who have diagnoses that include, but are not limited to, dementia.

16. At all times relevant, Oakleaf was licensed to operate as a Residential Care Facility by the Bureau of Regulatory Operations at the Ohio Department of Health.

17. As a Residential Care Facility, Oakleaf understands that the decision to move a loved one with dementia to an assisted living facility is often a difficult and emotional choice for family members.

18. Oakleaf advertises and markets to family members facing the need to find assisted care for their loved ones.

19. Oakleaf invites family members facing the need to find assisted care for their loved ones to entrust such care to it.

20. Oakleaf represents that it will provide person-centered care to loved ones, protect their dignity, has highly trained care providers, and will ensure it provides a state-of-the-art safe and secure environment for residents.

21. More specifically, Oakleaf represents:

- a. it is a state licensed Residential Care Facility;

- b. it is adequately and expertly staffed, hiring “only the top professionals” to “maintain a high staff-to-resident ratio”;
- c. it provides residents with “24/7 nursing & personal care assistance”;
- d. its dementia caregivers have 5x more training than the state requires;
- e. it performs fall risk assessments and implements fall risk strategies/protocols for residents;
- f. it provides residents with “mobility assistance”;
- g. it equips its facilities and suites with “smart technology” to track residents and/or ensure resident safety and security;
- h. it utilizes security cameras at its facilities to ensure resident safety and security;
- i. it takes residents to the bathroom in advance of need or at least every 2 hours and changes or assists in changing incontinence pads and perineal care;
- j. Assists with a bath or shower 2-3 times per week and on other days provides personal hygiene assistance.

22. Since December 2016, Plaintiff Christopher Lease has served as Bonnie’s Power of Attorney and Healthcare Power of Attorney.

23. In or about June 2018, Ms. Bonnie Lease-Phillips (“Bonnie”) was medically diagnosed with progressive dementia.

24. As Bonnie’s dementia progressed, she reached a level where she was no longer able to live independently, leading her family to look for a facility that would provide her with a safe living environment and the assisted care needed for her condition and herself.

25. In or about May 2019, Bonnie's family visited Oakleaf, whereby staff members made the above referenced representations and more.

26. Specifically, Oakleaf advised the family that The Grove was specifically designed for patients with dementia and provided special interventions to ensure the safety and well-being of residents, including procedures intended to prevent wandering and inappropriate behavior of residents.

27. Oakleaf further advised that it would remove residents who posed a risk to others.

28. Oakleaf further represented that its staff provides mobility assistance for residents.

29. Oakleaf advised Bonnie's family that her monthly private pay rate would be approx. \$6500.

30. On or about May 2, 2019, Bonnie Lease-Phillips, who at that time was 83 years old, was accepted and admitted by Oakleaf as a resident at its facility by a written admissions agreement, a copy of which is attached, marked Exhibit 2, and incorporated by reference.

31. Because of her dementia, Bonnie was placed into Oakleaf's memory care facility, The Grove.

32. Specifically, she was placed in the "Azalea" wing of The Grove.

33. Pursuant to the written admissions agreement, Oakleaf, in exchange for payment, promised and agreed to provide Bonnie with all due and proper care for her safety and well-being, as reasonably required by her dementia and physical health, including proper care, assistance, treatment, monitoring, and supervision at its facility.

34. Bonnie remained a resident of Oakleaf through October 2022.

35. In the approximately 42 months Bonnie was a resident at Oakleaf, she paid in excess of \$280,000.00 for her assisted living care.

36. At all times material hereto, Bonnie's dementia rendered her with a diminished cognitive capacity.

37. Over the course of her residency at Oakleaf, Bonnie's dementia progressed and worsened.

38. Over the course of her residency, Bonnie became mostly non-verbal.

39. Over the course of her residency at Oakleaf, Bonnie's mobility worsened and her fall risk increased.

40. Bonnie was highly dependent on assisted care for her safety, well-being, and survival.

41. Over the course of her residency at Oakleaf, Bonnie was subjected to neglect and abuse resulting from Oakleaf's failure to exercise the degree of care that a reasonable person having the care and custody of Bonnie would exercise.

42. Upon information and belief, Oakleaf understaffed its facility so that its employees could not adequately assess, assist, or supervise memory-impaired residents.

43. In May 2020, Bonnie was diagnosed with a serious urinary tract infection ("UTI").

44. Upon information and belief, this UTI occurred as a result of Oakleaf not providing adequate assistance to Bonnie in using the bathroom, bathing, and/or with personal hygiene.

45. In November 2020, while Oakleaf staff was supposed to be assisting Bonnie in toileting, the staff member left her unattended, and Bonnie fell to the floor hitting her head.

46. After the fall, Oakleaf advised the family Bonnie was fine and no medical attention was needed.
47. In January 2021, Bonnie was diagnosed with another serious UTI.
48. Upon information and belief, this second UTI occurred as a result of Oakleaf not providing assistance to Bonnie in using the bathroom, bathing, and/or with personal hygiene.
49. In May 2021, Oakleaf performed a fall risk assessment on Bonnie and determined she had a “high fall risk”.
50. In September 2021, Bonnie was diagnosed with an additional serious UTI. Records indicated that she had suffered frequent UTIs over the previous few months.
51. Upon information and belief, these UTIs occurred as a result of Oakleaf not providing assistance to Bonnie in using the bathroom, bathing, and/or with personal hygiene.
52. In January 2022, Bonnie was noted to be disoriented and in need of mobility assistance.
53. In January 2022, Oakleaf staff found Bonnie on the floor – apparently having fallen. It was noted that Bonnie had 1-2 falls in the previous few months.
54. In March 2022, it was again noted that Bonnie was a high fall risk.
55. In March 2022, staff left Bonnie unattended and she fell and hit her head on a table and chair. Other residents notified staff who found Bonnie on the floor and noted some head trauma.
56. In April 2022, Bonnie attempted to stand to walk, lost her balance, and fell. It was noted that she was unresponsive for 2 mins.
57. In April 2022, just a few days after Bonnie’s latest fall, Bonnie’s family met with Oakleaf and expressed safety and care concerns.

58. Specifically, Bonnie's family repeated a complaint to Oakleaf that during their visit with her, an individual known as "Jerry" wandered into her private quarters. Oakleaf acknowledged that he has a history of doing this and assured the family that would monitor him.

59. Bonnie's family also complained she was in need of more physical assistance with ambulation.

60. Oakleaf staff discussed moving Bonnie from "Azalea" to "Buckeye" - a higher care wing where she would get more assistance.

61. In April 2022, Bonnie was diagnosed with yet another serious UTI.

62. Upon information and belief, this UTI occurred as a result of Oakleaf not providing assistance to Bonnie in using the bathroom, bathing, and/or with personal hygiene.

63. In May 2022, Oakleaf noted that Bonnie had balance issues, decreased coordination, was jerky, unstable, and chair bound. It was again noted that she was a high fall risk.

64. On or about May 20, 2022, Oakleaf advised the family that at approximately 1:00am, it discovered that male resident had left his room and wandered into Bonnie's room. Staff observed the male resident in bed with Bonnie with his pants down, penis exposed, and his hands on her breasts.

65. Oakleaf staff noted they immediately removed the male from the room, assisted Bonnie in re-dressing, and moving her to another room in the "Buckeye" wing, away from the assailant.

66. Oakleaf advised the family of the assault, but assured the family she was fine and suffered no injury.

67. When pushed by the family for information on the assault, Oakleaf could not say how long the male resident was in the room or what type of sexual assault occurred before the staff member arrived.

68. Oakleaf refused to provide or confirm the identity of the male resident or a copy of any incident report. Upon information and belief, Oakleaf did not conduct any assessment of Bonnie following the assault, report the assault to authorities, or refer Bonnie for a medical evaluation/exam.

69. Plaintiff made repeated requests for Bonnie's records and/or any reports documenting the incident, all of which were denied by Oakleaf. Oakleaf referred the inquiry and matter to its liability carrier, who also advised that it would be unable to share any internal reports.

70. Upon information and belief, Oakleaf identified the male resident as "GD" in room #105. Upon information and belief, this male is "Jerry".

71. Upon information and belief, Oakleaf knew or should have known that the said perpetrator posed a risk of physical and psychological harm to residents of Oakleaf, including Bonnie.

72. Upon information and belief, Oakleaf disregarded the known risks, and took no steps or ineffective steps to protect Oakleaf residents, including Bonnie, from the perpetrator.

73. Oakleaf failed to properly ensure that the male resident did not wander, leave his room unsupervised, and/or pose a threat to Oakleaf residents, including Bonnie.

74. On or about May 23, 2022, Oakleaf staff decided to finally advise medical staff that it discovered a male resident in a patient's bed.

75. In May 2022, within days of being moved to Buckeye, where Oakleaf represented Bonnie would get more assistance with ambulating, Bonnie suffered another fall.

76. In June 2022, it was noted that her mental status was declining and that she needed constant encouragement to eat.

77. In June 2022, Bonnie was diagnosed with another serious UTI.

78. The UTI persisted throughout the month of June, despite being prescribed antibiotics.

79. Upon information and belief, this UTI occurred and/or persisted as a result of the sexual assault by Jerry and/or Oakleaf not providing assistance to Bonnie in using the bathroom, bathing, and/or with personal hygiene and/or administering her medication.

80. In June 2022, Bonnie suffered another fall while being assisted by an aide in getting out of bed to use the bathroom.

81. In July 2022, Oakleaf staff noted that Bonnie suffered another fall while being assisted by an aide with ambulating. Oakleaf advised the family of the fall and indicated that it was a “learning opportunity” for the aide.

82. In August 2022, Bonnie suffered another fall.

83. In August 2022, it was noted by Bonnie’s medical team that she had still not “bounced back” from the UTI. It was further noted that she had declined in mobility.

84. On or about October 24, 2022, Oakleaf staff left Bonnie unattended for a prolonged period of time in the dining room. In effort to move from herself from her chair to her wheelchair, Bonnie fell and struck her head. She was transported to the hospital by EMS for evaluation. She was then released back to Oakleaf.

85. On or about October 25, 2022, Bonnie was again left unattended by Oakleaf staff and suffered another fall, striking her head. She was transported to the hospital by EMS where she was diagnosed with intracranial hemorrhages.

86. It was noted that the head injury/hemorrhage significantly worsened her underlying microvascular disease and cognition.

87. Plaintiff made repeated attempts with Oakleaf to obtain copies of Bonnie's care records

88. On October 25, 2022, Bonnie's family sent notice to Oakleaf that it was terminating the rental agreement.

89. On or about November 10, 2022, as Bonnie's condition continued to decline, the family was referred to hospice care.

90. On November 20, 2022, Bonnie passed away.

OAKLEAF COUNTS
Count I: Survival Action – Negligent Care

91. Plaintiff incorporates by reference each preceding and succeeding paragraph as though set forth fully at length herein.

92. At all times relevant to this litigation, Oakleaf held itself out as a licensed Residential Care Facility.

93. Ohio Residential Care Facilities must operate pursuant to Chapter 3721 of the Ohio Revised Code and Section 3701-17-50 et seq. of the Ohio Administration Code.

94. As defined by Ohio law, Residential Care Facilities, such as Oakleaf, are obligated to ensure that residents, like Bonnie:

- a. are provided with "a safe...living environment";
- b. are free from "physical, verbal, mental, and emotional abuse"; and
- c. receive adequate and appropriate treatment, care, and services that comprise necessary and appropriate care[.]

95. Oakleaf held itself out as being able to provide specialized care for cognitively/memory-impaired residents, like Bonnie.

96. Oakleaf knew that residents suffering from dementia and Alzheimer's were prone to wandering and prone to subjecting themselves and/or others to sexual harm/predation.

97. Oakleaf knew that some dementia residents, like Bonnie, who also had mobility issues, required assistance with toileting and personal hygiene.

98. Oakleaf knew that some cognitively-impaired residents, like Bonnie, had high fall risks, particularly when left unattended, and required adequate monitoring and mobility assistance.

99. At all times relevant, Bonnie had a special relationship with Oakleaf where she was dependent on Defendants and their staff for care, treatment, assistance, and her general safety, including but not limited to:

- a. Assisting her with personal hygiene;
- b. Assisting her with mobility;
- c. Implementing procedures and protocols and providing adequate monitoring and assistance to protect her against known fall risks; and
- d. Implementing procedures and protocols and providing adequate monitoring and assistance to protect her from sexual and/or physical abuse.

100. Following its acceptance of Bonnie as a memory care resident in its assisted living facility, Oakleaf was under a continuing duty, both under common law and by the terms of said admissions agreement, to exercise reasonable care in the monitoring, supervision, care, and treatment of Bonnie in light of her known condition and needs.

101. Defendants, by their conduct and omissions described above, directly or through their employees or agents, failed to provide the assisted living care, services, and environment it was obligated to provide. This includes, but is not limited to:

- a. Choosing not to appropriately assess and reassess Bonnie to ensure there was understanding as to the level of care, assistance, interventions, monitoring, and treatment she required and whether Oakleaf was capable of providing such care;
- a. Failing to exercise reasonable care in providing assisted living services, including personal hygiene services and toileting assistance, leading to numerous UTIs;
- b. failure to promulgate and enforce effective policies to prevent resident wandering and elopement; failure to properly monitor residents; failure to provide a safe and secure environment; failure to provide, maintain, and/or monitor departure alert systems; failure to provide secure dementia support units; failure to provide supervision; failure to provide time-specific monitoring; failure to provide, maintain, or monitor video cameras and other security systems; and failure to provide adequate staff, leading Bonnie to be sexually assaulted by another memory-care resident while in her own room.
- c. Failing to exercise reasonable care in providing proper mobility assistance, including failing to monitor and supervise Bonnie, leaving her unattended for extended periods of time, failing to assist her in toileting as she needed, and failing to exercise care while assisting her with mobility, leading to repeated

falls that caused her to suffer serious and permanent injury, pain, medical treatment, and ultimately, her untimely death.

102. Oakleaf's failures to provide proper care, assistance, and treatment to Bonnie also include, but are not limited to:

- a. Choosing to not provide adequate staffing at its facility to adequately assist, care for, and supervise memory-impaired residents such as Bonnie;
- b. Choosing to staff its facility with too few or underqualified individuals who could adequately assist, care for, and supervise memory-impaired residents such as Bonnie;
- c. Choosing not to properly train and supervise staff to ensure that they were providing proper assistance, care, and supervision to memory-impaired residents such as Bonnie;
- d. Failing to implement and/or adhere to appropriate interventions to monitor and supervise residents to protect their safety;
- e. Choosing to violate regulations governing care and staffing levels in facilities that are intended to protect residents like Bonnie from the injuries she suffered; and
- f. Such other acts or omissions described in this Complaint or discovered during litigation.

103. In addition to the foregoing, Plaintiff will rely on the doctrine of *res ipsa loquitur*.

104. The care, assistance, and treatment Oakleaf provided to Bonnie fell below the standard of care expected of long-term care organizations, including residential care facilities, under the same or similar circumstances.

105. Due to the carelessness and negligence of Defendants and their employees, Bonnie suffered serious and permanent physical injuries, mental distress, required medical treatment and hospitalization, and ultimately, suffered an untimely death.

106. Bonnie's physical injuries, including her sexual assault and pain, and mental distress were proximately caused by the carelessness, negligence, and breach of duties owed to Bonnie by Oakleaf and its employees.

WHEREFORE, Plaintiff demands judgment against the Defendants, jointly, in an amount more than Twenty-Five Thousand Dollars (\$25,000.00), for Bonnie's conscious pain and suffering, medical expenses, loss of enjoyment, together with costs of suit, attorney's fees and expenses, punitive and exemplary damages, and any other relief to which the decedent may be entitled and/or that the court finds is appropriate and/or equitable.

Count II: Wrongful Death

107. Plaintiff incorporates by reference each preceding and succeeding paragraph as though set forth fully at length herein.

108. Plaintiff brings this Cause of Action pursuant to Ohio's Wrongful Death Statute for the benefit of Bonnie Lease-Phillip's heirs and next of kin who have suffered loss and damage due to Bonnie's wrongful death.

109. As a direct and proximate result of the unreasonable conduct described above, Bonnie sustained physical injuries that caused her untimely and wrongful death.

110. Bonnie's next of kin suffered damages as set forth in the Ohio Wrongful Death statute, including mental anguish, grief, medical and funeral expenses, and loss of decedent's society and companionship.

WHEREFORE, Plaintiff demands judgment against the Defendants, jointly, in an amount more than Twenty-Five Thousand Dollars (\$25,000.00) to compensate the decedent's next of kin and heirs at law, together with costs of suit, attorney's fees and expenses, exemplary damages, and any other relief the court finds is appropriate and/or equitable.

Count III: Breach of Contract

111. Plaintiff incorporates by reference each preceding and succeeding paragraph as though set forth fully at length herein.

112. By reason of the foregoing, and the written Resident Agreement (attached and marked as Exhibit 2, and incorporated by reference) entered into by Defendants and Plaintiff, Defendants promised and agreed, for valuable consideration, to provide Bonnie with a private living unit, all meals, and all due and proper care for her safety and well-being as her dementia and health reasonably required, including care, assistance, treatment, monitoring, and supervision.

113. Plaintiff complied with all applicable provisions of the contractual relationship with Oakleaf.

114. More specifically, during her time as a resident at Oakleaf, Plaintiff paid Defendants in excess of \$280,000.00 in exchange for the services, care, and treatment Oakleaf promised to provide under the Resident Agreement.

115. Oakleaf failed to comply and breached its obligations, warranties, and duties owed to Plaintiff under the Resident Agreement.

116. As a direct and proximate result of Defendant's breaches, Plaintiff suffered harm.

WHEREFORE, Plaintiff demands judgment against Defendants in an amount more than Twenty-Five Thousand Dollars (\$25,000.00), together with costs of suit, attorney's fees and

expenses, punitive and exemplary damages, and any other relief to which the court finds is appropriate and/or equitable.

Count IV: Misrepresentation (Fraud)

117. Plaintiff incorporates by reference each preceding and succeeding paragraph as though set forth fully at length herein.

118. Defendants concealed facts concerning their staffing levels, quality of care, quality of service, and the amount of care they were actually capable of providing at Oakleaf to memory-care residents like Bonnie. This includes, but is not limited to, personal hygiene care, assistance with toileting, mobility assistance, safety, and security.

119. Despite representing that it provides residents with high-quality food, it was discovered that since August 2021, The Grove at Oakleaf has been cited for no less than 50 health violations by the Toledo-Lucas County Health Department, which noted that Oakleaf's kitchen staff were inadequately trained and repeatedly disregarded health and safety rules.

120. Not only did Defendants conceal information and conduct stated herein, but they also publicly and privately represented that they provide exceptional memory care services in an effort to induce Bonnie's family and other potential customers to place and keep their loved ones in their care and custody.

121. These inducements were made falsely, with knowledge of their falsity, or with such utter disregard and recklessness as to whether they were true or false that knowledge may be inferred with the intent of misleading Bonnie's family and other potential customers into placing and/or keeping their loved ones in the care and custody of Defendants.

122. Bonnie's family reasonably relied on Defendants' initial and continuous representations and concealments regarding the degree of care they provide.

123. The result of these inducements and concealments was that Bonnie's family allowed their loved one to be placed and/or remain in Defendants' facility.

124. As a direct and proximate result of Defendants' actions, representations, and concealments, Bonnie suffered conscious pain and suffering, neglect, a sexual assault, and death.

125. As a direct and proximate result of Defendants' action, representations, and concealments, Bonnie's next of kin have experienced harm and losses as a result of her death, including those damages set forth in Ohio's wrongful death statute, R.C. 2125.02.

WHEREFORE, Plaintiff demands judgment against the Defendants, jointly, in an amount in excess of Twenty-Five Thousand Dollars (\$25,000.00), together with costs of suit, attorney's fees and expenses, punitive and exemplary damages, and any other relief to which the court finds is appropriate and/or equitable.

**Count V: Residential Care Facility Resident Rights
Violation R.C. 3721.13**

126. Plaintiff incorporates by reference each preceding and succeeding paragraph as though set forth fully at length herein.

127. Defendants, directly or through their employees or agents, violated Bonnie's rights as a resident of the Defendants' facilities, as enumerated in R.C. 3721.13, including, but not limited to, the right to adequate and appropriate medical treatment and nursing care.

128. These violations constitute negligence per se and give rise to a statutory cause of action.

129. As a direct and proximate result of Defendants' violations of R.C. 3721.13, Bonnie endured conscious pain and suffering and disability, incurred medical expenses, suffered her untimely death, and was otherwise harmed.

WHEREFORE, Plaintiff demands judgment against the Defendants, jointly, in an amount in excess of Twenty-Five Thousand Dollars (\$25,000.00), together with costs of suit, attorney's fees and expenses, punitive and exemplary damages, and any other relief to which the court finds is appropriate and/or equitable.

Count VI: Corporate Negligence

130. Plaintiff incorporates by reference each preceding and succeeding paragraph as though set forth fully at length herein.

131. At all times mentioned in this Complaint, Defendants were under a duty to draft, adopt, formulate, institute, and promulgate policies, plans, measures, and steps to provide for proper care, treatment, monitoring, and supervision of its residents including Bonnie, and to enforce, implement, and effectuate such policies, plans, measures, and steps through its employees at Oakleaf Village.

132. Defendants failed in its duty to draft, adopt, formulate, institute, and promulgate such policies, plans, measures, and steps to provide for the proper care, treatment, monitoring, and supervision of its residents including Bonnie, and also failed in its duty to enforce, implement, and effectuate such policies, plans, measures, and steps through its employees at Oakleaf Village.

133. Due to the carelessness and negligence of Defendants in failing to formulate and promulgate such policies and measures, or to enforce and implement them through its employees of Oakleaf Village, Bonnie suffered serious and permanent physical injury, was assaulted, suffered mental distress, required medical treatment and hospitalization, and ultimately, suffered an untimely death.

134. Oakleaf promoted itself as having highly qualified, caring, attentive staff, specially trained to provide assistance and care to memory-care residents.

135. Upon information and belief, Defendants prioritized its business needs and/or desire to minimize hiring/employee costs ahead of its duty to ensure it was hiring well-qualified, caring, and capable staff to care for residents.

136. Upon information and belief, Defendants failed to properly train and/or supervise its employees to ensure they were providing proper care, assistance, treatment, and supervision of residents.

137. Specifically, Defendants' staff failed to provide proper personal hygiene care and assistance to Bonnie, leading to numerous UTIs.

138. Defendants' staff failed to assist Bonnie in toileting, leading to numerous UTIs and multiple falls while she attempted to care for herself, despite her limited mobility.

139. Defendants' staff repeatedly left Bonnie unattended for extended periods of time, leading to multiple falls, including her final fall.

140. Defendants' staff repeatedly failed to take proper care in providing mobility assistance to Bonnie, leading to multiple falls.

141. Defendants' staff repeatedly failed to monitor the wandering of a male resident who would enter Bonnie's room without consent, leading to her being sexually assaulted by the resident.

142. As a result of Defendants' negligent hiring, training, and/or supervising practices, Bonnie suffered serious physical and mental trauma, including but not limited to being sexually assaulted, suffering repeated and serious UTIs, and numerous falls, ultimately leading to her untimely death.

143. The assault, serious physical injuries from UTIs and falls, pain and suffering, and mental distress suffered by Bonnie were proximately caused by the carelessness and negligence of Defendants in failing to formulate and promulgate such policies and measures or to enforce and implement them through its employees of Oakleaf Village.

144. The assault, serious physical injuries from UTIs and falls, pain and suffering, and mental distress suffered by Bonnie were proximately caused by the carelessness and negligence of Defendants in hiring, training, and/or supervising its Oakleaf Village staff.

WHEREFORE, Plaintiff demands judgment against the Defendants, jointly, in an amount in excess of Twenty-Five Thousand Dollars (\$25,000.00), together with costs of suit, attorney's fees and expenses, punitive and exemplary damages, and any other relief to which the court finds is appropriate and/or equitable.

**Count VII: Unfair or Deceptive Acts or Practices
Violation of R.C. 1345.01 et seq.**

145. Plaintiff incorporates by reference each preceding and succeeding paragraph as though set forth fully at length herein.

146. At all times relevant, Plaintiff was a “consumer” as defined in R.C. 1345.01(D).

147. At all times relevant, Defendant was a “supplier” as defined in R.C. 1345.01(C).

148. At all times relevant, Defendants engaged in “consumer transactions,” as defined in R.C. 1345.01(A), with Plaintiff.

149. Pursuant to R.C. 1345.02, no supplier shall commit an unfair and/or deceptive act and/or practice in connection with a consumer transaction.

150. Defendants committed unfair and/or deceptive acts and/or practices in violation of R.C. 1345.02, including, but not limited to, the following:

a. Defendants represented that their facility, staff, and/or services and care had performance characteristics or benefits that it did not have, in violation of R.C. 1345.02(B)(1);

b. Defendants represented that their facility, staff, and/or services were of a particular standard, quality, grade or prescription, when it was not, in violation of R.C. 1345.02(B)(2);

c. Defendants represented that they provided services that had not been supplied, in violation of R.C. 1345.02(B)(5).

151. As set forth above, Defendants committed acts and omissions that constitute unconscionable acts or practices under R.C. 1345.03, including, but not limited to, the following:

a. Knowingly taking advantage of the inability of Bonnie to reasonably protect her interests because of her physical and mental infirmities;

b. Knowingly making misleading statements upon which it knew Plaintiff was likely to rely upon, to her detriment.

152. As a direct and proximate result of Defendants' violations of R.C. 1345.01 et seq., decedent Bonnie Lease-Phillips, sustained injuries and damages.

153. Pursuant to R.C. 1345.09(A), Plaintiff may elect to rescind the Resident Agreement with Oakleaf or recover three (3) times the amount of Plaintiff's actual economic damages, plus an amount not exceeding five thousand dollars in noneconomic damages.

154. Pursuant to R.C. 1345.09(F)(2), Plaintiff is also entitled to an award for her reasonable attorney fees, as well as her costs incurred herein.

WHEREFORE, Plaintiff demands judgment against the Defendants, jointly, for restitution of all funds paid to Oakleaf, together with costs of suit, attorney's fees and expenses, and any other relief to which the court finds is appropriate and/or equitable.

JOHN DOE COUNTS
Count VIII: Sexual Assault/Battery

155. Plaintiff incorporates by reference each preceding and succeeding paragraph as though set forth fully at length herein.

156. As described above, Bonnie had very limited mobility, was substantially non-verbal, and had advanced dementia.

157. On or about the night of May 20, 2022, John Doe left his room at Oakleaf and, without consent, entered Bonnie's room where she was asleep in bed. John Doe removed his clothing, got into Bonnie's bed, and, without the privilege of consent, sexually assaulted her.

158. Upon information and belief, Oakleaf staff discovered John Doe in Bonnie's room sometime around 1:00am.

159. Upon entering her room Oakleaf staff observed John Doe in her bed without his pants on and his penis exposed, touching Bonnie.

160. The staff member removed John Doe from the room and assisted in reclothing Bonnie.

161. Bonnie was then relocated to another wing for her safety.

162. Oakleaf records identify the male resident as "105 GD".

163. Upon information and belief, this individual's name is "Jerry".

164. Prior to the May 20, 2022, assault, Plaintiff Chris Lease had been present in his mother's room when "Jerry" entered the room without knocking, announcing himself, or having consent. Plaintiff requested he immediately leave and advised Oakleaf staff.

165. In the days following the assault, there is an indication that Bonnie's mental status declined and that she had to have constant encouragement to eat.

166. Upon information and belief, John Doe may have sexually accosted Bonnie on previous occasions.

167. As a direct and proximate result of John Doe's assault(s), Plaintiff suffered physical and mental injuries and distress.

WHEREFORE, Plaintiff demands judgment against Defendant John Doe, in an amount in excess of Twenty-Five Thousand Dollars (\$25,000.00), together with costs of suit, attorney's fees and expenses, punitive and exemplary damages, and any other relief to which the court finds is appropriate and/or equitable.

ALL DEFENDANT COUNTS
Punitive Damages

168. Plaintiff incorporates by reference each preceding and succeeding paragraph as though set forth fully at length herein.

169. Bonnie, with her advanced age, progressive dementia, and limited mobility and speech, belonged to a highly vulnerable class of people.

170. Bonnie's condition rendered her highly dependent on a skilled facility with skilled staff to provide her with assisted living care.

171. Oakleaf is a for-profit entity whose revenue is generated from private pay residents like Bonnie.

172. As set forth above, Oakleaf Defendant's misrepresentations about its quality and capability of providing care to Bonnie were made to not only induce Plaintiff to place his mother in their facility but were ongoing in order to induce Plaintiff to keep his mother in their facility. Such conduct was unconscionable.

173. Oakleaf's care, treatment, monitoring, and supervision of Bonnie was of such a wanton, willful, reckless and/or heedless character as to manifest and evince a callous and reckless disregard for the health and well-being of others, including Bonnie, who was caused to suffer serious injuries, pain and suffering, and ultimately, an untimely death.

174. The acts of John Doe described herein constitute malice. In particular, his predatory actions against an individual as vulnerable and incapable of consent as Bonnie, were outrageous and taken with a conscious disregard for the rights and well-being of Bonnie. His acts had a great probability of causing substantial harm to Bonnie, and in fact did cause such harm.

175. As to both Oakleaf Defendants and Defendant John Doe, Plaintiff is entitled to and demands punitive damages in an amount to be determined by the trier of fact.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment against Oakleaf Defendants and John Doe Defendant as set forth above in the respective causes of action, requesting the Court award:

- a. Damages and ascertainable losses in such amount to be determined at trial and as provided by applicable law;
- b. Pre-judgment and post-judgment interest;
- c. Costs including reasonable attorneys' fees and costs, court costs, and other litigation expenses; and
- d. Any other relief the Court may deem just and proper.

Date: 04/05/2023

Respectfully submitted,

/s/ Wesley D. Merillat
Wesley D. Merillat (OH 0080253)

Charles E. Boyk (0000494)
CHARLES E. BOYK LAW OFFICES, LLC
1500 Timberwolf Dr.
Holland, OH 43528
Telephone: (419) 241-1395
Facsimile: (419) 241-8731
Email: wmerillat@charlesboyk-law.com
Attorneys for Plaintiff

JURY DEMAND

Plaintiff hereby respectfully demands a jury trial as to all issues contained herein.

/s/ Wesley D. Merillat
Wesley D. Merillat (0080253)

PRAECIPE FOR SERVICE

TO THE CLERK:

Please serve summons and Complaint upon the below Defendants, by certified mail, return receipt requested, at the following:

OAKLEAF VILLAGE, LTD.,
d/b/a **OAKLEAF VILLAGE OF TOLEDO-SYLVANIA**
c/o Registered Agent Solutions, Inc.
4568 Mayfield Road
Suite 204
Cleveland, Ohio 44121

and

JHT WALLICK HOLDINGS, LLC
c/o Registered Agent Solutions, Inc.
4568 Mayfield Road
Suite 204
Cleveland, Ohio 44121

/s/Wesley D. Merillat
Wesley D. Merillat (0080253)
Attorney for Plaintiff

EXHIBIT 1

Affidavit of Merit
MARK SHOAG, M.D

AFFIDAVIT OF MERIT

STATE OF OHIO)
)ss.
CUYAHOGA COUNTY)

Affiant MARK SHOAG, M.D., having been first duly sworn, states:

1. I am an adult, with no known disability preventing my truthful testimony, and have personal knowledge of the matters contained within this affidavit.
2. I am a full-time practicing physician in the fields of Geriatric and Internal Medicine, licensed in the state of Ohio, board certified in Internal Medicine, and a medical director of a long-term acute care hospital, spending more than 50% of my professional time providing direct patient care.
3. Through my specialized knowledge, skill, training, experience, and education, I am familiar with the standard of care applicable to the medical, nursing and/or assisted care and treatment that was provided to Bonnie Lease-Phillips while a resident of Oakleaf Village of Toledo.
4. I have reviewed all medical/facility records reasonably available to the Estate of Bonnie Lease-Phillips concerning the allegations of negligence causing her injuries and death.
5. To a reasonable degree of medical probability, it is my opinion that the medical, nursing and assisted care and treatment provided to Bonnie Lease-Phillips deviated from the established standard of care and said breach caused injuries and death to Bonnie Lease-Phillips.

FURTHER AFFIANT SAYETH NAUGHT



Mark Shoag, M.D.

Sworn to before me and subscribed to me in my presence this 20th day of March 2023.



Notary Public

EXHIBIT 2

RESIDENT AGREEMENT

OAKLEAF VILLAGE THE GROVE

RESIDENT AGREEMENT

I. PARTIES

This Resident Agreement ("Agreement") is made and entered into this 2nd day of May 2019 by and between Oakleaf Toledo Ltd Partnership, located at 4220 N. Holland Sylvania Ave, Toledo, OH, hereinafter referred to as the "Facility" or "Oakleaf Village" or "The Grove" and Bonnie Lease-Phillips hereinafter referred to as "Resident" and, if applicable, Christopher Lease, the "Responsible Party". Facility is a residential care facility licensed by the Ohio Department of Health ("ODH"). The Grove is a secure dementia area, composed of multiple neighborhood communities, within the Facility with a focus on care for individuals with dementia and other cognitive impairments. By virtue of the residential care facility license and the provision of specialized services, certain terms and conditions must be set forth in writing between the parties.

As used in this Agreement, the term "Resident" shall refer to the Resident, the Responsible Party, if any, and the Guarantor, if any, unless the context requires otherwise. "Responsible Party" shall refer to that person who has legal access to and guarantees the payment from Resident's income, assets, or resources, if charges incurred by Resident for services performed by the Facility or on Resident's behalf by any other person or company.

In consideration of the mutual promises and covenants herein contained, the parties hereby agree as follows:

The initial term of the Agreement shall begin:

Month: May **Day** 02 **Year:** 2019

Unit: A107 **Type:** Private **Service Level:** Basic

II. FEES & SERVICES

The Facility's Total Monthly Fee is comprised of the Monthly Charge for the Unit as provided in Section IV.D of this Agreement and the Monthly Service Fee in the level of care provided to Resident as provided below.

Monthly Charge for Unit:	<u>\$ 5800 .00</u>
Monthly Service Package:	<input checked="" type="checkbox"/> Basic <input type="checkbox"/> Enhanced
Monthly Service Fee:	<u>\$ 0 .00</u>
Total Monthly Fee:	<u>\$ 5800 .00</u>

A. Service Levels. The Facility offers several different levels of care. The services provided in each level of care are specifically detailed in Exhibits B and C, and may include, meals, housekeeping, personal or nursing care, social and activity services ("Services"). The Services will be included in the Facility's Monthly Service Fee ("Monthly Service Fee"). The Monthly Service Fee set forth above has been determined appropriate for the Resident upon admission. The Monthly Service Fee is subject to change as set forth in Section IV.G of this Agreement.

Resident's level of care is determined by the Director of the Facility and Resident's physician after taking into consideration the Resident's abilities and needs. The Resident's level of care can be changed at any time during this Agreement should Resident require a different level of service. The Resident's needs will be reassessed at least quarterly to determine if a different level of care is needed. Should Resident require a different level of care, that level of care will commence as soon as it is needed and Resident will be responsible for any increased Monthly Service Fee at that time. Resident, though, acknowledges that the term of this Agreement and the Monthly Charge for the Unit will not change if there is a change in Resident's level of care.

B. Ancillary Services and Supplies. In addition to the Services provided to Resident, upon the need of the Resident, the Facility will bill monthly for Ancillary Services and Supplies utilized by the Resident and which shall be payable upon invoice. A copy of such Ancillary Services and Supplies and current corresponding charges, which are subject to change upon thirty (30) days written notice, is attached hereto and incorporated herein as Exhibit D.

C. Consent. All services provided by Facility will be in accordance with the general and specific instructions and/or orders of Resident's attending physician. Resident hereby consents and agrees to Facility rendering nursing care and other treatment (including, without limitation, rehabilitation therapy and other ancillary services provided) in accordance with the attending physician's instructions and/or orders. Resident acknowledges that he/she has the right to refuse any medical treatment and to be informed of the consequences of refusing the treatment.

D. Charges, Fines, and Penalties. All charges, fines, or penalties that may be assessed against Resident by the Facility are a part of this Agreement.

III. THE GROVE CARE POLICY

The Grove is a secure dementia unit providing a specialized care and living environment for individuals with dementia and other cognitive disorders. The Grove's mission is a commitment to promoting and preserving independence, dignity, and quality of life in a caring environment. Its philosophy of care is every day honor each resident's life story. A more detailed explanation of the policies and practices regarding The Grove's environment, programming, admission criteria, and resident care and assessment planning is included herein as Exhibit A.

IV. RESIDENT'S FINANCIAL AGREEMENT

A. Resident wishes to be admitted to Oakleaf Village, The Grove for the benefit and care required by said Resident and Facility agrees to admit the Resident to its Facility and to provide services for said Resident.

B. **Responsible Party.** The Responsible Party is that person who guarantees the use of Resident's finances and assets to pay all costs and expenses incurred by Resident at Facility and arrange for the provision of personal clothing and care supplies as needed or desired by Resident and as required by Facility. Should Resident have a Responsible Party, the Responsible Party Agreement, attached as Exhibit E, must be executed by the individual or company agreeing to be the Responsible Party.

C. **Guarantor.** The Guarantor is that person who personally guarantees the payment of charges incurred by Resident for services performed by Facility or on Resident's behalf by any other person or company. A Guarantor is not required for admission to Facility. However, should Resident have a Guarantor, the Guarantor Agreement, attached as Exhibit F, must be executed by the individual or company agreeing to be the Guarantor.

D. **Monthly Charges.** Resident agrees to pay the Facility a monthly payment including: (1) the Total Monthly Fee, established by Section II of this Agreement, from the first day of admission through and including the discharge date; and (2) any Ancillary Services and Supplies charges incurred in the preceding month for which no advance payment was received by the Facility. The Total Monthly Fee consists of the Monthly Charge for the Unit and the Monthly Service Fee for the level of care required by the Resident, except as these fees may be changed in accordance with Section II and this Section IV of this Agreement.

The following additional terms and conditions apply to payments due to the Facility pursuant to this Agreement:

1. Initial Payment. Payment for the first thirty (30) days of Resident's stay will be made prior to or at the time of admission.
2. Third Party Payors. If the Resident is covered by a health insurance plan, health maintenance organization or other third party payor, the Resident shall pay all costs not covered by such third party payor, including, without limitation, applicable co-insurance and deductible amounts, and other amounts not timely paid by the third party payor, except and to the extent prohibited by law. However, the Resident acknowledges that the Resident remains responsible for all charges incurred at the Facility and is responsible if for any reason any third party payor does not pay the Facility for such services.
3. Delivery of Resource Payments. Resident authorizes Facility to arrange for the delivery of all resource payments, including, but not limited to, Social Security payments, to the Resident in care of Facility. Resident grants Facility the

privilege of opening, endorsing and depositing any and all checks and/or payments legitimately due Facility.

E. Late Fee. The Total Monthly Fee shall be payable a month in advance and due upon receipt of the invoice. If payment is not received by the tenth (10th) of the month, the Resident will receive notice that a late fee has been assessed. The late fee assessed shall be the greater of two percent (2%) of the amount due per month or the maximum allowable by law. Residents not paying the amounts owed to the Facility will be sent a collection letter and may be subject to discharge for nonpayment in conformance with the Ohio Revised Code provisions regarding residents rights. In addition, if the Facility retains the services of a collection agency or an attorney to obtain the payment of amounts due hereunder, the Facility shall be entitled to recover from the Resident all collection agency and attorney's fees, court costs and other collection expenses. A charge of Fifty Dollars (\$50.00) will be assessed for each item returned by a bank due to insufficient funds.

F. Refunds. In the event of Resident's medical discharge or transfer from the Facility, the Facility shall refund to Resident a pro rata amount of the prepaid Monthly Charge for the Unit for any days following the Resident's vacating his or her living accommodations and removing all personal items. Should Resident voluntarily terminate this Agreement, no refund will be given.

G. Rate Changes. Pursuant to Section 3721.13(A)(25) of the Ohio Revised Code, the Monthly Charge for the Unit and all other fees and charges may be adjusted by the Facility at any time upon thirty (30) days advance written notice to the Resident. Notwithstanding the foregoing, nothing in this Section IV.G shall be construed to prohibit immediate changes to the Monthly Service Fee when the Resident's level of care changes in accordance with Section II.A of this Agreement.

H. Community Fee. Simultaneously with the execution of the Agreement, Resident shall deposit with Facility a one-time nonrefundable fee in the amount of Three Thousand Dollars (\$3,000). The Community Fee is not a security deposit and is not intended to secure the performance of any obligation of the Resident under this Agreement.

I. Utilities. Resident agrees to pay all charges and bills incurred for cable television, telephone service and other communications services, and any other utilities, which may be assessed or charged to Facility or the Unit during the term of this Agreement.

V. RESPONSIBILITIES OF OAKLEAF VILLAGE

A. Furnish Services and Supplies. Pursuant to this Agreement, the Facility agrees to provide for the Resident the Services as described in Exhibits B and C and the Ancillary Services and Supplies as described in Exhibit D.

B. Skilled Nursing Care. The Facility agrees to provide Resident with skilled nursing care services as may be required for the health of the Resident, as set

forth in the Facility's current description of the skilled nursing care services it offers attached hereto as Exhibit G. In compliance with the Facility's licensure requirements, and in accordance with Exhibits C and D, the Facility will provide such skilled nursing care to the Resident on a part-time, intermittent basis for not more than a total of one hundred twenty (120) days in any twelve (12) month period regardless of any transfer or discharge and readmission to the Facility. A part-time, intermittent basis means that skilled nursing care is rendered for less than eight (8) hours a day or less than forty (40) hours a week, as defined in the Ohio Revised Code.

C. Resident Health Assessments. In accordance with state law governing residential care facilities, the Resident's health will be assessed by the Facility upon admission and at least annually thereafter, unless medically indicated sooner. If, as a result of any health assessment, it is determined that Resident requires services or accommodations beyond that which the Facility provides, the Resident shall be transferred to an appropriate location, in accordance with state law.

D. Transfer. When Resident is determined by a physician and nursing staff to require continuous skilled nursing care or be in need of services or care that the Facility cannot or does not provide, Facility reserves the right to transfer Resident to an appropriate skilled nursing facility or other care setting. Resident may reserve his or her Unit while admitted to a nursing facility or hospital by paying to the Facility the Monthly Charge for the Unit. Notwithstanding the above, if Resident requires hospitalization, or other specialized services not available at Facility, Facility reserves the right, in accordance with Ohio law and Section VIII of this Agreement, to transfer or discharge Resident to another appropriate care setting.

E. Resident Funds. The Facility, at Resident's request, will maintain a petty cash fund (non interest bearing) for Resident not to exceed Fifty Dollars (\$50.00). The policy of the Facility is not to maintain any Resident personal funds over Fifty Dollars (\$50.00).

VI. RIGHTS AND RESPONSIBILITIES OF RESIDENT

A. Conduct. Resident agrees to conduct himself/herself in a manner consistent with the peace and harmony of the Facility and in a respectful manner to other residents, visitors, family and staff. Resident and any of Resident's visitors agree to abide by the rules and regulations of the Facility, as provided to Resident and updated periodically.

B. Physician. Resident agrees to be under the medical care of an attending licensed physician chosen by Resident. The Facility may require Resident to utilize the services of another physician who provides services to Facility Residents if Resident's chosen physician does not comply with Facility requirements. In the event that Resident's physician (a) is unavailable in the event of an emergency or (b) fails to comply with Facility rules and procedures or applicable local, state or federal law, Resident shall immediately choose another physician who agrees to follow and abide by the rules, policies, and procedures of the Facility and of the state and federal governments. Resident understands and acknowledges that the attending physician is

not an employee of the Facility and that the Facility is neither liable nor responsible for the acts or omissions of the attending physician.

C. Maintenance of Unit. Resident shall maintain the Unit in a good, clean and orderly condition, free of waste and other abuses, at his or her own expense. Resident promises to:

1. Keep the Unit in a safe and sanitary condition;
2. Dispose of all trash in the areas designated for such use by Facility at such times as designated by Facility;
3. Use all electrical and plumbing fixtures in a proper manner and keep them clean and operational;
4. Not destroy or damage, and forbid his or her guests from destroying or damaging the Unit in any way; and
5. Abide by and comply with all laws, housing, health and safety codes and regulations.

In the event that Resident does damage or causes repairs to be made by the Facility to the Unit due to the willfulness or negligence of Resident or his or her guests, Resident promises to promptly pay the Facility for the damage upon receipt of an invoice.

Resident further agrees that no alterations, additions or improvements shall be made to the interior or exterior of the Unit without prior written consent of the Facility. Upon vacating the Unit, Resident may not remove any such additions and improvements without the prior written consent of the Facility. Unless such consent is granted, all additions and improvements shall become the property of the Facility. Resident shall properly pay for all work and materials for all alterations, additions, and improvements to the Unit. Resident shall promptly discharge and pay any and all mechanics liens arising from any such alterations, additions or improvements to the Unit. Facility, in its sole discretion, may require Resident to restore and return the Unit to its original condition.

D. Access to Unit. In the event that Resident commits waste or fails to keep the Unit in good condition as required, the Facility may enter the Unit without terminating this Agreement and restore the Unit to the same condition as existed at the date the parties executed this Agreement. Facility shall also have the right to show the Unit for a period of thirty (30) days prior to the termination of this Agreement and to enter the Unit for any emergencies that may arise. Resident shall permit Facility to have access to and enter the Unit at all reasonable and necessary time to inspect, repair or show the Unit. Twenty-four (24) hours' notice (except in the event of an emergency or if it is impractical to do so) shall be reasonable notice for access to the Unit. In accordance with this provision, Resident will not place any additional locks

and/or chains on the door to the Unit, nor will Resident in any way impede access to the Unit.

E. Prior Inspection of Unit. Resident acknowledges that he or she has examined the Unit prior to signing the Agreement and that no representations as to the condition or state of repairs to the Unit have been made by the Facility that are not expressed in this Agreement, and that Resident hereby accepts the Unit in the present condition. Resident must notify Facility of any faults or defects within three (3) days of occupancy.

F. General Restrictions. Resident shall use the Unit solely as a private dwelling for Resident. Resident further agrees not to permit other persons to reside in, or to have an extended, (overnight) visit in the Unit without approval in advance by Facility. Facility will not give any such approval if permitting any such person to so reside in said Unit would violate an applicable law or ordinance, whether because of the number of persons per Unit, the age of the person, or otherwise.

H. Agreement of Resident. Resident agrees to:

1. Provide all necessary clothing, personal effects and all items needed or requested by Resident, which the Facility does not provide.
2. Provide all funds as needed or reasonably desired by Resident.
3. Be responsible for hospital and transportation charges, if hospitalization of Resident becomes necessary.
4. Be responsible for hospital and nursing facility charges, if transfer becomes necessary.
5. Be responsible for physicians' fees, medications, and other treatments ordered by Resident's physician.
6. Pay the Total Monthly Fee agreed upon with the Facility in Section IV.D of this Agreement.
7. Sign out at the Reception desk when leaving the Facility.
8. Comply with the policies, rules and regulations of the Facility, understanding that the policies, rules, and regulations may be amended by the Facility from time to time.
9. Comply with all financial arrangements under Sections II and IV of this Agreement.

10. Hereby consent to treatment by the Facility, as provided herein, whether in the resident service plan as ordered by the physician or as required from time to time as a result of nursing judgment.
11. Store smoking material in accordance with acceptable safety standards and smoke only in designated areas outside of the Facility. Resident acknowledges that this is a non-smoking facility and smoking is not allowed in the Facility.
12. Notify the Facility of Resident's physician prior to admission and any time the physician is changed.
13. Be responsible for and cooperate with the orderly transfer of Resident to another facility or location, if Resident's needs can no longer be accommodated by the Facility, upon termination of the Agreement or if Resident does not comply with any of the terms of this Agreement, subject to Section VIII of this Agreement.
14. Move to another Unit when deemed appropriate by the Facility.

Resident acknowledges that a copy of the Facility's rules and regulations governing Resident conduct in the Facility has been given to him or her, together with the Resident's Bill of Rights and a list of current services offered and corresponding charges of the Facility.

I. Prescription Medications. Resident is responsible for assuring that all prescribed medications are supplied in a timely manner. However, should it become necessary to do so, in order to not adversely affect the health of Resident, Facility will order the medications through a pharmacy of Facility's choice. Resident will then be billed for those prescriptions directly by the pharmacy.

VII. LIMITATIONS OF OAKLEAF VILLAGE

To the extent permitted by law, Resident releases Facility from any and all liability to Resident or Resident's agents, employees, guests, invitees or members of their families, from any loss, damage or injury to their property or person in the Unit, or the building, common areas or grounds of which the Unit is a part, occurring by, through, or in connection with theft, burglary, assault or any other act or omission, or from fire, heat or cold or from water, rain, snow or other substance which may leak into or drop or flow from any part of said building or common areas or ground or from the pipes or plumbing or wiring of said building or common areas or grounds or from any other place in the Unit or common areas or grounds arising from any other cause whatsoever. Facility may provide extermination service to the Unit and may at times provide a watchman or guard, but Facility shall have no liability to Resident or Resident's agents, employees, guests, invitees or members of their families by reason of discontinuation of such service, failure to provide for such service, or the manner in which such service is performed. To the extent permitted by law, Resident agrees to protect, indemnify, save and hold harmless any person or property whatsoever due

directly or indirectly to the use of the Unit, or the building, common areas or grounds of which the Unit is a part, or any part thereof, by Resident. Facility shall not be liable to Resident for any damage or injury to Resident's person or property caused by the acts, omissions, commissions or faults of a third party. Resident shall be responsible for insuring his/her personal property against theft, fire or other casualty.

VIII. TERMINATION

Except in an emergency, or unless authorized by statute or by rules of the ODH, Facility will notify Resident and Resident's sponsor, if any, in writing, by certified mail, return receipt requested, in advance of any proposed termination of this Agreement. The notice shall be provided at least thirty (30) days in advance of the proposed termination and discharge of Resident from Facility unless Resident has resided in the Unit for less than thirty (30) days.

A. This Agreement may be terminated by Facility for any of the following reasons:

1. Resident is a danger to self or others and Facility interventions to control Resident's behavior or environment have been unsuccessful in removing the danger to self or others;
2. Resident's health has improved sufficiently so that Resident no longer needs the services provided by the Facility;
3. Resident's physical or mental health has deteriorated to the point that Resident can no longer benefit from the specialized care environment at The Grove;
4. The welfare and needs of Resident cannot be met at the Facility;
5. The health or safety of Resident, staff or others in the home would be endangered;
6. Resident has failed to make payments according to the terms and conditions set forth under Sections II and IV of this Agreement; or
7. Facility's license has been revoked, renewal denied, or Facility is voluntarily closed.

B. Resident may terminate this Agreement for any reason at any time upon thirty (30) days written notice to Facility. Resident agrees to move from Facility and release his or her living accommodations on or before the date of termination. Resident shall be responsible for all monthly fees, payments, and other charges due and owing up to the date of termination.

C. Upon permanent transfer or discharge, Resident's unit shall be vacated within thirty (30) days. If the Total Monthly Fee is not paid or the time extends beyond

thirty (30) days, Facility reserves the right to remove all personal possessions and store them at Resident's expense until disposition is made.

If the fees for the stored items are unpaid for three (3) months, the items shall then become the property of Facility and may be disposed of by Facility without liability to Resident, his/her heirs or assigns.

D. Unless terminated due to the above provisions, this Agreement shall terminate upon the death of Resident, whereupon all obligations to Facility under this Agreement, other than those relating to the removal of personal property and payment of outstanding monthly fees, payments, and other charges, shall cease. The obligation to pay the Monthly Charge for the Unit, as provided in this Agreement, shall continue until the living accommodations have been vacated by the family, the estate of the deceased Resident, or by the Facility.

E. Upon termination of this Agreement, Resident shall yield immediate possession to Facility and return the keys for the Unit to the Facility. Upon failure to do so, Resident shall pay for liquidated damages therefore, a sum equal to the pro-rated Monthly Charge for the Unit for each day such keys are not returned. The acceptance of such liquidated damages by Facility shall not constitute a waiver by Facility of Facility's right of re-entering the Unit and other rights and remedies as provided for elsewhere in this Agreement.

IX. CONSENT AND AUTHORIZATION FOR USE OF RESIDENT'S MEDICAL INFORMATION

In order to facilitate this direct payment, Facility is authorized to release to the insurance company having coverage on Resident (or to the employer if coverage is provided under a group insurance plan) any of Resident's medical records pertaining to medical or health care services provided by or in Facility. Resident acknowledges that the insurance company and not the staff of Facility will make decisions concerning the length of Resident's stay, including payment. Resident further acknowledges that any insurance company or agent thereof is not working as a representative of Facility. Resident further authorizes Facility to release medical information to home health care agencies, hospitals, nursing homes and other agencies and institutions as may be needed to provide continuity of care to Resident. A copy of this authorization shall be considered as effective and as valid as the original.

X. NONDISCRIMINATION POLICY

Oakleaf Village does not discriminate on the basis of race, creed, color, sex, age, source of income, physical disability, national origin or marital status in the use, occupancy or delivery of services to residents of the Facility.

XI. NO LEGAL OR EQUITABLE INTEREST OF RESIDENT

Resident has no legal or equitable interest in the real or personal property of the Facility. The privileges of Resident under this Agreement are personal to Resident and may not be assigned, sold or transferred by Resident without the consent of the Facility.

XII. WAIVER

The failure of the Facility in any one or more instances, to insist upon strict compliance by Resident with any of the terms or provisions of this Agreement, or its waiver of any breach by Resident of any terms or provisions of this Agreement, shall not be construed to be a waiver by the Facility of its rights to insist upon strict compliance by Resident with all of the terms and provisions of this Agreement.

XIII. PARTIAL ILLEGALITY

This Agreement shall be construed in accordance with the laws of the State of Ohio. If any portion of this Agreement is determined to be illegal or not in conformity with applicable laws and regulations, such part shall be deemed to be modified so as to be in accordance with such laws and regulations, and the validity of the balance of this Agreement shall not be affected.

XIV. AMENDMENTS

This Agreement with attachments constitutes the entire Agreement between the parties. The Facility is not liable for, nor bound in any manner by, any statements, representations or promises made by any person representing or purporting to represent the Facility, unless such statements, representations or promises are set forth in writing in the Agreement. Modification of this Agreement may be made only by agreement of both/all the parties in writing; provided, however, the Facility reserves the right to amend the Agreement at any time in order to conform to changes in federal, state, or local laws or regulations.

XV. REPRESENTATIONS OF RESIDENT

Resident represents that the information contained on the application forms, financial statements and health history, which are attached hereto and incorporated by the reference herein as "Prospective Resident", are true to the best of his/her knowledge and belief. Resident understands that the Facility has relied upon such information and agrees that any misrepresentation or material omission made by Resident in connection therewith shall render this Agreement void at the option of the Facility.

THE UNDERSIGNED, HAVING READ THE FOREGOING TERMS OF THIS AGREEMENT, DO, FOR THEMSELVES, THEIR HEIRS, ADMINISTRATORS AND EXECUTORS, AGREE TO THE TERMS HEREOF IN CONSIDERATION OF THE FACILITY'S ACCEPTANCE OF AND RENDERING OF SERVICES TO RESIDENT.

NOTE: CHANGES IN CARE NEEDS, OR MAJOR EQUIPMENT NEEDS, MAY
RESULT IN CHANGES IN CHARGES TO RESIDENT'S ACCOUNT.

IN WITNESS WHEREOF, the parties hereunto set their hands.

RESIDENT

OAKLEAF VILLAGE

By: _____

By: _____

Date: _____

Date: _____

RESPONSIBLE PARTY

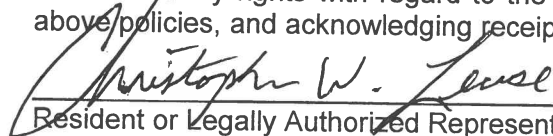
By: Christy W. Lane Date: MAY 2, 2019

**OAKLEAF VILLAGE
ADMISSION ACKNOWLEDGMENTS**

I hereby acknowledge receipt of the Resident Handbook and other documents containing the following facility policies. I sign this Acknowledgement of Receipt with the understanding that the following policies, including the Patient's Bill of Rights, have been explained to me. I have received a copy of Section 3721.10 to 3721.17 of the Ohio Revised Code and the facility rules, policies and procedures pertaining to the Bill of Rights.

1. Resident Agreement
2. Resident Bill of Rights
3. Rules Governing Resident Conduct
4. List of Advocates & Agencies / Ombudsman
5. Smoking
6. Tuberculin Skin Test Screening
7. Resident Grievance
8. Transfer / Discharge Rights
9. Transfer / Discharge Procedure
10. Refund Policy
11. Personal Care Service
12. Skilled Nursing Care
13. Advance Directives
14. New Residency Criteria
15. Annual Health Assessment and Periodic Health Assessments
16. Administration of Medication
17. Self Administration of Medication
18. Assistance with Self-Administration of Medications
19. Ordering Medications
20. Central Storage of Medications
21. Safekeeping of Resident Petty Cash
22. DNR Identification Form and Resuscitation Form
23. Oakleaf Village Safety Policy
24. Statement of Nonparticipation in Medical Assistance Programs
25. Leave of Premises Policy

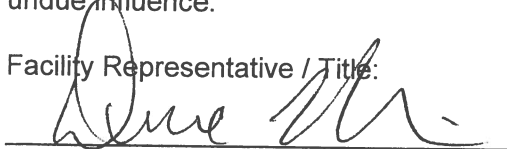
I HEREBY CERTIFY THAT each of the above policies have been fully and completely explained to me by a representative of Oakleaf Village. I have been given the opportunity to ask questions, and I have had all of my questions answered to my satisfaction. By signing this document, I am expressly acknowledging that I understand my rights with regard to the above policies, agreeing to abide by standards and rules within the above policies, and acknowledging receipt of the information contained therein.


Resident or Legally Authorized Representative

May 2, 2019
Date

On behalf of Oakleaf Village, I hereby certify that I have discussed the policies initialed above, with the person(s) whose name(s) appear(s) directly above. I gave the person(s) the opportunity to ask questions and answered any questions asked to the person's satisfaction. The person(s) named above signed this document in my presence, and he/she/they appear(s) to be of sound mind and not subject to fraud, duress, or undue influence.

Facility Representative / Title:



Date: 5/2/19

EXHIBIT A

THE GROVE CARE POLICIES

The below policies are designed to support the quality of life for residents at The Grove by clearly outlining the specialized care at The Grove for individuals with dementia and other cognitive disorders. These policies shall supplement those terms and conditions set forth in this Agreement and, under no instance, are these policies intended to replace or supersede any other term or provision thereof.

A. Mission and Philosophy

1. Our Mission is a Commitment to Promoting and Preserving Independence, Dignity, and Quality of Life in a Caring Environment.
2. Our Philosophy of Care is to Every Day Honor Each Resident's Life Story.

B. Environmental and Design Features Offered by the Grove

The Facility has the following enhanced environmental and design features to assist residents with dementia and other cognitive impairments:

1. The Grove has four (4) ability focused neighborhoods of ten (10) to twelve (12) residents to cultivate relationship-based care (each, a "Neighborhood").
2. The Grove has installed Smart Technology that uses sensors to track and identify changes in each resident's daily activity levels. This information can alert staff to potentially urgent situations.

C. Family Support and Programming

The Grove offers the following family support and programming activities:

1. A resource library for families to utilize to become familiar and educated about dementia and Alzheimer's disease processes.
2. Monthly family support groups.
3. Monthly family and friends socials to facilitate interpersonal interaction and involvement for residents.
4. Staff work with each family to create for each resident "My Life Story" and "My Ideal Day" to document each resident's history and to support personalized reminiscing and conversation that honors each resident's life story.

D. Description of Activities Offered at The Grove

1. The Grove activity calendar will have at least five (5) offerings per day.

2. Activities will have different focuses, including physical, social, emotional/creative, spiritual, and cognitive focused activities.
3. Most activity programs will be held in different Neighborhoods throughout the day. These activities are open for all residents living at The Grove and staff will be available to escort residents to the programs.
4. Each Neighborhood has personalized, ability-based activities that will be provided.
5. Each Neighborhood has activity baskets to provide individualized impromptu activity programming daily. The activity basket resource is available to staff, volunteers, and family members.

E. Assessment and Provision of Services

The following tools and assessments help determine what services and Neighborhood are most appropriate for Resident upon admission and as residents' needs change over time:

1. Admission initial health assessment to determine Resident's health status and appropriate Neighborhood placement;
2. Guidelines for the Neighborhood living tool;
3. Dementia cognitive assessment tools;
4. Functional Assessment quarterly and upon change in Resident's condition;
5. Family care planning conferences upon a change in Resident's condition and upon reasonable request by Resident's family;
6. Annual health assessments; and
7. Personal service plan review upon admission and periodically as necessary.

F. Behavioral Needs

Residents' behavioral needs are managed in accordance with the following:

1. Upon admission, Facility will assess Resident's baseline behavioral status as part of the initial health assessment.
2. The interdisciplinary team, Resident, and Resident's family will collaborate to create a personalized plan to address problematic behavior and any potentially modifiable causes of the behavior.
3. Staff is trained to anticipate triggers and use personalized techniques and interventions to redirect and soothe resident taking into account knowledge of Resident and Resident's life story.
4. If unusual or challenging behaviors persist, staff will seek to identify and mitigate possible contributing factors.

G. Specialized Staff Training

The Facility provides the following specialized training for The Grove staff:

1. Key management team members have taken the National Certified Dementia Practitioner course and obtained certification.
2. All permanent staff are required to annually complete eight (8) hours of training, including four (4) hours of dementia education.

H. Weekly Staffing Plan

1. Full-time Administrator
2. Full-time Director of Nursing (RN) overseeing Oakleaf Village Campus, including The Grove
3. One (1) Personal Care Assistant or STNA per Neighborhood
4. One (1) Nurse (RN or LPN) per two (2) Neighborhoods during the First and Second Shifts daily

The Grove staffing plan is specifically designed to meet the needs of residents with dementia and other cognitive impairments by providing more direct care staff per resident than are available in the traditional Oakleaf Village Residential Care Facility community.

All personnel must meet requirements of OAC 3701-17-55 for Residential Care Facilities.

I. Admission Screening and Criteria

The Director of Nursing, or a designee of the Director of Nursing, will complete an evaluation to determine whether an individual is appropriate for The Grove's services using the following admission criteria:

1. Individual has an existing diagnosis of dementia or other cognitive impairment;
2. Individual will benefit from a structured, relationship-based program and communal environment;
3. Any assistive ambulatory devices used by the individual must be independently managed by the individual and pose no safety risk to the individual or others;
4. Individual must perform and maintain performance of activities of daily living with minimal hand-over-hand or verbal cueing in connection with grooming, bathing, dressing, eating, transferring, and incontinence care;
5. Individual must have received a medical examination from a licensed physician within 90 (ninety) days prior to the individual's date of admission;
6. Individual has a personal physician willing to provide on-going medical supervision;
7. Individual is not physically or verbally aggressive toward others;
8. Individual can bear weight with transfers;
9. Individual makes payment for all services rendered, in accordance with the terms and conditions Sections II and IV of this Agreement;
10. Individual is free from communicable diseases;
11. Individual poses no danger to self or others; and

12. Individual does not require hospitalization or nursing home care.

J. The Grove Termination Procedures

1. Criteria for Residency Termination

Residency termination criteria for transfer or discharge are in accordance with Section VIII of this Agreement.

2. Procedures for Residency Termination

Any discharge due to the above discharge criteria, or a discharge otherwise appropriate pursuant to the terms of the Agreement, must be in accordance with Section VIII of this Agreement and also in accordance with the following procedures:

- a. A care plan meeting will be held to coordinate and support the discharge if (i) Resident poses a safety risk to self or others; or (ii) Resident is consistently exhibiting disruptive behaviors cannot be easily altered with redirection and other interventions.
- b. Except in cases of emergency, when termination is initiated by Facility a thirty (30) day notice of the termination of services will be provided by Facility to Resident, or Resident's Responsible Party or other legal representative, and Facility will provide assistance in arranging alternative placement.

K. Costs of Services

Costs of services are as set forth in the Agreement Sections II and IV and Exhibits B, C, and D.

EXHIBIT B

PERSONAL CARE SERVICES

Medication Administration:

Medications are given by a nurse or medical technician. Resident is not aware of the medication(s) he/she is taking or why. The nurse is present to ensure proper taking of the medications and a physician's order is required.

Medication Management:

Medications are given by a nurse or medication technician. Medications, including controlled substances, medical supplies, and those items necessary for the rendering of first aid shall be properly managed in accordance with local, state and federal laws and regulations. Such management shall address the securing, storing and administering of medications, medical supplies, first aid supplies, and biologicals, their disposal when discontinued or outdated, and their disposition and discharge, death, or transfer of the resident.

A.M. Care (Bathing, Grooming and Dressing):

Bath or Shower two to three times per week. On alternate days A.M. care includes personal hygiene in the bathroom, dressing and grooming.

Mealtime Assistance:

Assistance with eating and monitoring of nutritional intake by percentages. Diabetic residents must be monitored.

Monitoring of Special Needs:

Time spent monitoring of and providing appropriate interventions to ensure the safety and well being of the Resident. Special Needs can include episodes of confusion, hallucinations, disorientation, wandering and other inappropriate behavior.

Mobility Assistance:

Staff assists Resident to and from meals and activities (Wheelchair assist if needed). Ambulates Resident in hallway, around apartment or community for exercise.

Monitoring of Unstable Medical Conditions:

Monitoring Resident for a diagnosed unstable medical condition; such as, Diabetes, COPD, CHF, new or unstable heart condition, Arrhythmias, CVA, Coumadin Therapy or any Resident receiving skilled services from a home health agency or our staff.

H.S. (Bedtime) Care:

Preparing the Resident for bed, including clothing change, oral hygiene, soaking of dentures, removing of hearing aids, etc.

Incontinence Care:

Check every two (2) hours and as needed.

Take to bathroom in advance of need or every two (2) hours.

Change or assist with incontinence pads and give perineal care.

AM/PM Checks:

Staff member checks on Resident every two (2) hours, twenty-four (24) hours a day due to behavior problems or monitoring of special needs.

EXHIBIT C

MONTHLY SERVICE FEE RATE SCHEDULE

The level of care dictates the appropriate service package, Basic or Enhanced. The level of care is determined by the Quarterly Assessment described in Section II.A of this Agreement.

A. Basic Service Package

The following items and services are included in the Basic Service Package:

- **Room and Board**
Unfurnished Unit, except wardrobe, dresser, and window treatments included.
- **Three Meals Daily**
Includes preparation and supervision of special diets.
- **Personal Care Services**
Includes those services set forth in Exhibit B.
- **Housekeeping**
 - Weekly services include: vacuum, dusting, and disinfecting bathroom.
 - Monthly services include: wiping off all doors, cabinets, door frames baseboards, checking smoke detectors, and checking emergency pull cords
- **Activities and Social Programs as scheduled**
Transportation to scheduled social events included
- **Laundry Service Weekly**
Includes once-per-week laundering of personal clothing and bed linens.
- **24-Hour Emergency Response**
Trained Staff on duty
- **All utilities**
Except telephone service and cable
- **Routine Maintenance**

* Exhibit D lists available ancillary services and supplies

B. Enhanced Service Package

The following items and services are included in the Enhanced Service Package:

- **Those items and services included in the Basic Service Package**
- **Personal Care Services**
Includes personal care service needs, as assessed by the Quarterly Assessment described in Section II.A, occurring at a greater intensity or frequency than those services set forth in Exhibit B.

*** Exhibit D lists available ancillary services and supplies**

EXHIBIT C

MONTHLY SERVICE FEE RATE SCHEDULE **Items & Services Included in the Respite Care Package**

Respite Care Package Rate is \$200.00 daily with a minimum stay of fourteen (14) days. If Resident stays between fourteen (14) and thirty (30) days, the Monthly Service Fee in Section II of this Agreement shall be charged on a pro rata basis.

All Services are determined per the Quarterly Assessment described in Section II.A of this Agreement.

The following are included in the Respite Care Package:

- **Room and Board**
Furnished Unit and linens.
- **Three Meals Daily**
Includes preparation and supervision of special diets.
- **Personal Care Services**
Includes those services set forth in Exhibit B.
- **Housekeeping / one time per week**
Vacuum, dusting, and disinfecting bathroom.
- **Activities and Social Programs as scheduled**
Transportation to scheduled social events included
- **Laundry Service Weekly**
Includes once-per-week laundering of personal clothing and bed linens.
- **24-Hour Emergency Response**
Trained Staff on duty
- **All utilities**
Except telephone service and cable
- **Routine Maintenance**

* Exhibit D lists available ancillary services and supplies

EXHIBIT D

ANCILLARY SERVICES & SUPPLIES

Ancillary Services and Supplies are those services and supplies not included in your Monthly Charge for Unit or Monthly Service Fee. You will incur additional charges, as set forth below, if you request any Ancillary Services or Supplies. Ancillary Services and Supplies may require an appointment.

Transportation

Each Trip (5 mile radius)	\$ 7.50
Each additional mile	.55
Personal Escort	Upon request

Bedroom Furnishings/Supplies

Upon request and with a price quoted at the time of the request, the facility shall make available the following; bed, mattress, bed linens, blankets and pillows, bedside table, reading lamp, dresser, side chair, bath linens, shower curtain. A list of basic toiletry items and paper products available at the facility including the cost per items will include generic soap, shampoo, paper towels and toilet tissue.

Additional Loads of Laundry: \$ 5.00

Each additional standard-sized load of personal clothing and linens in excess of the one-load-per-week included in Exhibit C.

Housekeeping: \$ 20.00

Housekeeping services provided more often than in Exhibit C, per additional 15 minutes of service.

Beauty/Barber Shop

Shampoo and Set	\$(Costs controlled by Beauty/Barber Operator)
Hair Cut (Women)	\$
Hair Cut (Men)	\$
Shampoo and Blow dry	\$
Shampoo, cut and set	\$
Permanent	\$

Newspaper

- Sunday
 - Daily
- Contact Local Paper

Telephone Service

- Initial Hook-up Fee
 - Monthly Rental
 - Long distance
- See Attached Brochure
Actual amount

Professional Carpet Cleaning

Actual Billing

Skilled Nursing Service

Per / 15 minutes of service \$15.00

- This Skilled Nursing Service fee does not include medical supplies used in performing limited nursing services.

Examples:

- a. Routine dressings
 1. Abrasions
 2. Skin tears
 3. Closed Surgical Wounds
 4. Pressure sores
- b. Applying Heat
 1. Moist heat
 2. Hot Compress
 3. Sitz bath
 4. Hot Soaks
- c. Routine change of colostomy bag
- d. Urine test such as:
 1. clean catch
 2. sterile specimen
- e. Ear Irrigation
- f. Eye Irrigation
- g. Replacement of an established Self Maintained In-Dwelling Urinary Catheter
- h. Intermittent Urinary Catheter
- i. Enemas
- j. Digital Stool Removal Therapies
- k. Care of casts, braces, and splints (i.e. leg or hand braces)

Medical Supplies / Dietary Supplements

Assistance with ordering, and price quotations provided prior to delivery

Specialized Durable Medical Equipment

Assistance with ordering, and price quotations provided prior to deliver

Services that can be arranged through Oakleaf Village, will be provided by other providers that have some services covered by Medicare Part B and other insurance. These providers handle their own billing and are knowledgeable regarding Medicare and insurance covered services. These providers will bill you for the following non-covered services:

- | | |
|------------------------|-------------------|
| - Medications/Pharmacy | - Dentist |
| - Attending Physician | - Ophthalmologist |
| - Laboratory | - Psychiatrist |
| - X-Ray | - Ambulance |
| - Podiatrist | |

Resident's Name BONNIE L. LEASE-PHILLIPS Unit# 107

Resident

Bonnie L. Lease
Responsible Party (where applicable)

MAY 2, 2019
Date

EXHIBIT E

RESPONSIBLE PARTY AGREEMENT

Resident Name: BONNIE L. LEASE-PHILLIPS

This Responsible Party Agreement entered into this 2nd day of MAY, 2019, by CHRISTOPHER LEASE ("Responsible Party") and Oakleaf Toledo Ltd Partnership (the "Facility"), as a commitment by the parties to the terms and conditions set forth in this Responsible Party Agreement.

In consideration of the Facility's agreement to admit the Resident to the Facility, the undersigned Responsible Party hereby agrees as follows:

1. The Responsible Party acknowledges that he/she has access to and is authorized to handle the Resident's finances and assets. The Responsible Party will use the finances and assets of the Resident to pay, when due, all costs and expenses incurred by the Resident at the Facility and arrange for the provision of personal clothing and care supplies as needed or desired by the Resident and as required by the Facility.
2. The Responsible Party will use the finances and assets of the Resident to replace any and all furnishings or other property of the Facility or other residents or employees at the Facility damaged by the Resident.
3. All of the information provided to the Facility at the time of admission of the Resident is true and accurate as of this date and all of Resident's finances and assets are available to Resident to pay for the Resident's care while at the Facility. Such information provided to the Facility includes, but is not limited to: (a) the financial information contained in the Application for Admission, dated MAY 2nd, 2019, and which is attached hereto and made part of this Exhibit and made part of the Admission Agreement; and (b) any information contained in the admission face sheet.
4. The Responsible Party will take no action to dissipate or otherwise transfer the finances or assets which are available for the Resident, and/or finances or assets which are available for the Resident's care, all of which are listed in said Application for Admission, nor allow any other third party to take such action, so as to prevent such assets from being used to pay for the care of the Resident while at the Facility.
5. When the finances and assets available to pay for the Resident's services and care at the Facility are \$15,000 or less and/or the Resident does not have sufficient monthly income to pay for the cost of services and care, the Responsible Party will so notify the Facility and will file, on behalf of the resident, all applications and other documents necessary or advisable to qualify him/her for all third party payor programs for which he/she may be eligible, including, but not limited to, Medicaid/Medical Assistance.

The undersigned understands and acknowledges that the Facility is relying upon the above warranties, representations, covenants, and agreements in admitting the Resident to the Facility and understands and acknowledges that if the above warranties and representations are not true, or if the above covenants or agreements are not complied with, the Facility will have detrimentally relied upon them and the Facility will suffer financial harm and loss.

Date: MAY 2nd 2019

Responsible Party Signature: Christopher W. Lease

Printed Name: CHRISTOPHER W. LEASE

Responsible Party Address: 4159 Woodmont Road
TOLEDO OH 43613

RECEIVED BY THE FACILITY

By: _____

EXHIBIT F

GUARANTOR AGREEMENT
(OPTIONAL)

Disclosure: Oakleaf Toledo Ltd Partnership (the "Facility") does not require a third-party guarantor as a condition of admission, expedited admission, or continued stay. Guarantor voluntarily agrees to make payments for all fees and allowable charges incurred by or on behalf of a Resident from Guarantor's own assets and otherwise agrees to applicable terms and conditions of this Contract. The Guarantor is jointly and severally liable for the Resident's financial obligations to the Facility.

Guarantor(s) may not terminate the obligations hereunder for as long as the Resident remains in the Facility without the express written consent of the Facility. The Guarantor(s) acknowledge that the Application for Admission and all other information in the Application for Residency dated _____, 20__, (attached) and made part of this Guarantor Agreement and the Admission Agreement, is true, accurate and complete as of this date.

THE UNDERSIGNED ACKNOWLEDGE THAT EACH OF THEM HAS READ AND UNDERSTOOD THIS RIDER AND THAT EACH OF THEM VOLUNTARILY CONSENTS TO ALL OF ITS TERMS

GUARANTOR(S)

Print Name: _____

Signature: _____

Address: _____

Telephone: _____

Relation to Resident: _____

Date

Print Name: _____

Signature: _____

Address: _____

Telephone: _____

Relation to Resident: _____

Date

EXHIBIT G

SKILLED NURSING CARE

- A. Oakleaf Village offers skilled nursing care to its residents.
- B. If the resident requires skilled nursing care beyond the supervision of special diets, simple dressing changes or the administration of medication, then the facility is required by law to limit the time that a resident may receive such care. Oakleaf Village will provide such skilled care to the resident on a part-time, intermittent basis for not more than a total of one hundred twenty (120) days in any twelve (12) month period regardless of any transfer or discharge and readmission to the facility. A part-time, intermittent basis means that skilled nursing care is rendered for less than eight (8) hours a day or less than forty (40) hours a week.
 - 1. Simple dressings include, but are not limited to: skin tears, stage I or II pressure areas, uncomplicated surgical wounds
- C. Skilled nursing care can be provided at Oakleaf Village by: Home Health Agency, Hospice care program, or staff members authorized under state law to provide skilled care.
- D. Skilled Nursing Care provided in the Monthly Service Fee includes the administration of medication by any method ordered by a physician, such as hypodermically, rectally, or orally, including observation of the resident after receipt of the medication.
- E. Examples of Skilled Nursing Care limited to the 120 days in a twelve-month period, include, but are not limited to:
 - 1. Irrigations
 - 2. Catheterizations
 - 3. Objective observation of changes in the resident's condition as a means of analyzing and determining the nursing care required and the need for further medical diagnosis and treatment.
 - 4. Carrying out other treatments prescribed by the physician that involve a similar level of complexity and skill in administration, such as observation of the resident after provision of the treatments
 - 5. Applying Heat (moist heat, warm compress, sitz bath)
 - 6. Colostomy care
 - 7. Ear Irrigation
 - 8. Eye Irrigation
 - 9. Aerosol treatments
 - 10. Enteral tube feedings
- F. If Oakleaf Village provides medication administration and/or application of dressings it shall not be counted toward the allowable one hundred twenty (120) days.

I hereby authorize the following, as indicated by my initials below:

1. **Pharmacy.**

_____ I hereby select the pharmacy designated by Oakleaf Village, as may be changed by Oakleaf Village from time to time, as the supplier of medications prescribed for me while at Oakleaf Village. I understand that all charges from Oakleaf Village pharmacy will be billed directly to the Resident.

X I hereby select All Care as the supplier of medications as prescribed to me at Oakleaf Village. I understand and agree that such pharmacy must comply with all respects of Oakleaf Village's uniform medication distribution systems, all Oakleaf Village policies and procedures and applicable law. If such pharmacy fails to do so, I understand that I will be required to select another pharmacy. The above pharmacy must acknowledge and agree in writing that it will comply with Oakleaf Village's uniform medication distribution system, Oakleaf Village's policies and procedures and applicable law.

2. **Beauty/Barber Services.** Routine shampoos are a service provided by Oakleaf Village staff. Where available, independent licensed beauticians and barbers shall provide services at Oakleaf Village. The cost of these services is not included in the Daily Rate and will be billed separately to the Resident.

X I desire the following services from such beautician/barber: Heather
_____ I do not desire beautician/barber services provided by Oakleaf Village. I will obtain such services on my own.

3. **Mail.** I understand that I have the right to receive all mail unopened.

_____ I hereby authorize and request Oakleaf Village to assist me in opening my mail.

X I desire to receive all mail unopened.

4. **Photo/Media Release.**

X I authorize Oakleaf Village to take, use or release my voice, name or photo for publicity or media use, such as in Oakleaf Village newsletters, community newspapers, TV and the like.

_____ I do not so consent.

5. **Telephone Service.** I understand that there is a public telephone available for resident use in Oakleaf Village.

TBD I would like a telephone installed in my room and I agree to pay the installation and monthly use charges for such telephones.

_____ I do not want a private telephone.

6. **Cable Television.**

_____ I would like cable TV services in my room and I agree to pay all costs and charges associated with such service.

 L I do not desire cable TV service. *NOT AT THIS TIME*

7. **Newspaper.**

_____ I would like a personal newspaper for myself and I agree to pay for the costs for such newspaper.

 / I do not want a personal newspaper.

8. **Podiatrist.**

Dr. McCabe

 X I authorize Oakleaf Village's designated podiatrist to provide services.

_____ I decline to be treated by Oakleaf Village's designated podiatrist.

9. **Dentist.**

_____ I authorize Oakleaf Village's designated dentist to provide services.

_____ I decline to be treated by Oakleaf Village's designated dentist.

Date: 5/2/19

Resident Signature: _____

Resident Name (please print): _____

Responsible Party Signature (if applicable):

Christopher W. Lease

Responsible Party Name (if applicable) (Please Print):

CHRISTOPHER W. LEASE

Signature of Oakleaf Village Representative

Dena M

Date

5/2/19

EXHIBIT H

**ABILITY-BASED NEIGHBORHOOD ATTACHMENT
THE GROVE RESIDENT AGREEMENT**

The Grove is made up of four (4) ability-based neighborhoods designed to best meet individuals' needs as they move through the continuum of memory care at The Grove. Resident and/or Resident's Responsible Party understand and acknowledge that:

1. Resident's initial placement and ongoing appropriateness for each ability-based neighborhood will be determined by The Grove's clinical and operations team using those functional criteria set forth in The Grove's Guidelines for Ability Based Neighborhood Living, as may be updated by The Grove from time to time;
2. When Resident no longer meets the functional criteria for the ability-based neighborhood in which Resident currently resides, Resident must move to the ability-based neighborhood most appropriate for Resident's current functional status, subject to availability of a room opening. If no room is available in the appropriate ability-based neighborhood, Resident shall remain in Resident's current accommodations until an opening in the appropriate ability-based neighborhood becomes available, at which time Resident must move to the appropriate ability-based neighborhood;
3. I / we have received a copy of The Grove's current Guidelines for Ability Based Neighborhood Living and have had the opportunity to discuss any questions with representatives of The Grove; and
4. With the Resident's admission to the Grove, I / we are agreeing to abide by this Ability-Based Neighborhood exhibit and shall move neighborhoods at the appropriate time.

RESIDENT

By: _____

Date: _____

RESPONSIBLE PARTY

By: Christopher W. Lease

Date: MAY 2, 2019

RESIDENT'S ACKNOWLEDGEMENT OF RECEIPT

I acknowledge that I have received a copy of Ohio Revised Code sections 3721.10 to 3721.17, and a written explanation of Ohio Revised Code section 3721.16. I acknowledge that I have also received a copy of this facility's rules, policies and procedures regarding the implementation of residents' rights and governing resident conduct and responsibilities and a copy of the addresses and telephone numbers of the state and local health and human services departments, the state aging department, and long-term care ombudsman program. Finally, I acknowledge that the residential care facility residents' rights under Ohio law have been explained me in a language that I understood.

In compliance with state regulations, we must have a signed record stating that you have received the specified information.

NAME OF RESIDENT (please print): BONNIE L. LEASE PHILLIPS

Resident's Signature:

Sponsor's Signature:

Date:

MAY 2, 2019

STAFF MEMBER'S ACKNOWLEDGEMENT OF RECEIPT

I acknowledge that I have received a copy of Ohio Revised Code sections 3721.10 to 3721.17, and a written explanation of Ohio Revised code section 3721.16. I acknowledge that I have also received a copy of this facility's rules, policies and procedures regarding the implementation of the residents' rights and governing resident conduct and responsibilities and a copy of the addresses and telephone numbers of the state and local health and human services departments, the state aging department, and the long-term care ombudsman program.

Staff Member Signature:

Date:

Provided by



**OHIO ASSISTED
LIVING ASSOCIATION**

Maintaining and Promoting the Continued Growth of Quality Assisted Living