

By Attorney Timothy P. Crawford, CPA, CELA*, CAP**
wanted to share this information with you.

Should You Sign a Nursing Home Admission Agreement?

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Admitting a loved one to a nursing home can be very stressful. In addition to dealing with a sick family member and managing all the details involved with the move, you must decide whether to sign all the papers the nursing home is giving you. Nursing home admission agreements can be complicated and confusing, so what do you do?

It is important not to rush, but rather to read. Read the agreement carefully because it could contain illegal or misleading provisions. If possible, try not to sign the agreement until after the resident has moved into the facility. Once a resident has moved in, you will have much more leverage. But even if you have to sign the agreement before the resident moves in, you should still request that the nursing home delete any illegal or unfair terms.

Two items commonly found in these agreements that you need to pay close attention to are a requirement that you be liable for the resident's expenses and a binding arbitration agreement.

Responsible party

A nursing home may try to get you to sign the agreement as the "responsible party."

It is very important that you do not agree to this.

Nursing homes are prohibited from requiring third parties to guarantee payment of nursing home bills, but many try to get family members to voluntarily agree to pay the bills.

If possible, the resident should sign the agreement herself. If the resident is incapacitated, you may sign the agreement, but be clear you are signing as the resident's agent.

Signing the agreement as a responsible party may obligate you to pay the nursing home if the nursing resident is unable to pay. Look over the agreement for the term "responsible party," "guarantor," "financial agent," or anything similar.

Before signing, cross out any terms that indicate you will be responsible for payment and clearly indicate that you are only agreeing to use the resident's income and resources to pay.

Arbitration provision

Many nursing home admission agreements contain a provision stating that all disputes regarding the resident's care will be decided through arbitration. An arbitration provision is not illegal, but by signing it, you are giving up your right to go to court to resolve a dispute with the facility. The Nursing Home cannot require you to sign an Arbitration Provision, and you should cross out the arbitration language before signing.

Other provisions

The following are some other provisions to look out for in a nursing home admission agreement.

- **Private pay requirement.** It is illegal for the nursing home to require a Medicare or Medicaid recipient to pay the private-pay rate for a minimum period of time. The nursing home also cannot require a resident to affirm that he or she is not eligible for Medicare or Medicaid.
- **Eviction procedures.** It is illegal for the nursing home to authorize eviction for any reason other than the following: the nursing home cannot meet the resident's needs, the resident's health has improved, the resident's presence is endangering other residents, the resident has not paid, or the nursing home is ceasing operations.
- **Waiver of rights.** Any provision that waives the nursing home's liability for lost or stolen personal items is illegal. It is also illegal for the nursing home to waive liability for the resident's health.

**“Those Who Plan Ahead Win.
Those Who Don’t Plan Ahead Lose.”**

This article is for informational purpose only and is not intended as legal advice. It is recommended that you call Timothy P. Crawford for a free conference to discuss your situation in more detail. Attorney Crawford can be reached at 1-262-634-6659. Please refer to this article when you call.

*Attorney Timothy P. Crawford is a Nationally Board Certified Elder Law Attorney (CELA). He has been Board Certified by the National Elder Law Foundation which has been approved as the Sole Certifying Organization for Elder Law Attorneys by the American Bar Association.

**Timothy P. Crawford was invited to join the Council of Advanced Practitioners (CAP) of the National Academy of Elder Law Attorneys (NAELA) in August of 2005. CAP is a small group of premier elder law attorneys, all of whom have been members of NAELA for at least 10 years, are certified as elder law attorneys by the National Elder Law Foundation, and are AV rated by Martindale Hubbell, a service that provides an independent rating of the quality of attorneys, as one of the top attorneys in the nation.

Attorney Timothy P. Crawford has been selected as a **Fellow** of NAELA. **Fellow** is the highest honor bestowed by the Academy. Selection as a **Fellow** signifies that his peers recognize the lawyer as a model for others and as an exceptional lawyer and leader.

Attorney Timothy P. Crawford has a superb rating of 10 out of 10 with A V V O.

A V V O has awarded to Attorney Timothy P. Crawford the A V V O Client’s Choice Award.

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