

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

QUESTIONS AND CONSIDERATIONS
WHEN A LOVED ONE ENTERS THE NURSING HOME

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Aside from the emotional difficulties that arise when a loved one goes into some sort of care arrangement, there are often legal and financial ramifications. Remember, however, that any care arrangement is a contract and all contracts are negotiable.

Look at the following list of issues, for example:

1. Have you toured the facility during off hours?
2. Has your attorney reviewed the contract before you have signed it?
3. What services are being excluded in the contract?
4. What provisions are in the contract that deal with behavior altering medications?
5. Does the contract limit your civil right to engage in Medicaid asset protection planning to preserve some of the last assets your loved one has for things like eyeglasses, hearing aids, and the things that make life in long-term care more tolerable?
6. Does the contract have a troubling arbitration clause?
7. Does the contract require a family member to sign on as a responsible party or a guarantor of the contract?
8. What does the contract say about the continuation of physical therapy services?

9. What does the contract say about bed-hold policy for times when your loved one may leave the facility for short periods of time to visit family members?
10. Does the contract require a deposit as a condition for your loved one to enter the facility?
11. Are there enough Medicaid beds available so that when your loved one runs out of money they can transition into a Medicaid bed without having to leave the facility and go shopping for another facility?
12. What does the contract say about readmission to a hospital?

After considering the above questions, look for the following red flags. These phrases or clauses could lead to personal or financial harm to you or your loved one. If your loved one's nursing home contract contains any of the following, bring them to the attention of your attorney before signing the contract.

1. Unclear references in the contract to services and costs.
2. Provisions that require private pay for a particular duration of time.
3. Contract provisions that ask you to waive liability on the part of the facility for any personal injury.
4. Any provisions that may have an impact on enjoyment of personal rights and freedoms of residents.
5. Any unfair transfer and discharge provisions.
6. Provisions that deal with timeliness of care plans in meetings regarding care plan.

Finally, look into any opportunities there may be for resident and family members to understand more about the facility.

Bottom Line: a nursing home contract is one of the most complex contracts you may ever engage in. Admission to a nursing home is also one of the most expensive financial propositions that you will ever enter in to, with costs ranging from \$6,000 to \$10,000 a month. Therefore, make sure that you are adequately represented by a competent elder law attorney that reviews nursing home contracts regularly.

If this topic, or other topics concern you please call our office at 262-634-6659 for a free 15 minute telephone conference on a matter relating to our practice areas.

**“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 toll free 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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**"Helping Families in Wisconsin for Over 40 Years
to Protect Their Assets from Nursing Home Care Costs"**

"A majority of text has come from an article prepared by Anthony B. Ferraro, friend of Attorney Timothy P. Crawford, and is used here with permission."