

What Do I Need to Know Before I Sign the Contract to Admit My Mom in to a Nursing Home

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By signing the contract to admit your mother in to a nursing home you may be personally agreeing to pay the cost of Mom's care in the nursing home.

You need to have Attorney Timothy P. Crawford review the contract before you sign it.

Generally, the nursing home will rush you into signing the admission contract giving you less than 10 seconds to review the contract.

Do not be rushed into signing!

Your Mom has considerable rights under state and federal laws that govern nursing homes.

There are certain terms in the contract that you do not want to agree to perform.

Some of these are the following:

1. Mom agrees not to give away any of her assets thus Mom will not get on to T19. The nursing home will get \$6000 a month on a private pay basis from Mom, rather than \$4000 a month as full payment from the government when Mom is on Title 19.
2. By signing the document Mom's daughter may be, by mistake, be agreeing to be personally responsible for Mom's care. This provision is frequently inserted into a contract and it may not be clear when reading the contract that by signing the contract you are personally agreeing to pay for the nursing home care if Mom does not pay. Again this is an attempt by the nursing home to prevent Mom from becoming artificially poor, by transfers of assets or gifts to her daughter and then eventually applying for Title 19. The nursing home would rather have either Mom or the daughter paying \$6000 a month rather than have the government paying only \$4000 a month.

3. Another way for a nursing home to accomplish the above is to simply have the daughter or signer of the contract, personally guarantee the obligation to pay for Mom's care in the nursing home. You never want to agree to this provision.
4. There are other terms that nursing homes like to insert into their admissions contracts, which can cause you or your mother problems.

PRIOR TO SIGNING ANY CONTRACT FOR ADMISSIONS INTO THE NURSING HOME HAVE ATTORNEY TIM CRAWFORD CHANGE IT BEFORE YOU SIGN IT.

Attorney Tim Crawford will have a separate fee for reviewing and changing the contract of admissions. However, by having him review and change the contract it may prevent you from becoming personally obligated to pay \$100,000 or more out of the daughter's pocket for Mom's care in the nursing home.

There are a number of state and federal regulations as to what can not be legally inserted into a contract by a nursing home. However, many nursing homes will insert these provisions into their nursing home admission contracts. They know that most people signing it will not understand their rights and will not seek legal advice prior to signing the contract.

Remember the nursing home admissions contract is the largest financial commitment you will be making in your lifetime. It can obligate you personally to charges in excess of \$300,000. Thus it is important to have it reviewed before you make the mistake of signing it for Mom. Simply tell the nursing home that you would like to have time for Attorney Timothy P. Crawford to review your contract. Do not let them talk you into signing it and then have me review it. That would be like closing the barn door after the horse has escaped.

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

This article is not intended as legal advice. It is basic information. I would recommend that you call Attorney Timothy P. Crawford for a free conference to discuss your situation in more detail. Attorney Timothy P. Crawford can be reached toll-free at 1-888-634-6675. When you call in, please mention the fact that you have read this article.

*Attorney Timothy P. Crawford is a Nationally Board *Certified Elder Law Attorney. 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 of the National Academy of Elder Law Attorneys (NAELA) in August of 2005. The **Council of Advanced Practitioners (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 the top in the nation by Martindale Hubbell. A Service that provides an independent rating of the quality of attorneys.

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