

### OAST & HOOK

Offices in  
Portsmouth, Virginia  
and  
Virginia Beach, Virginia  
Tel: 757-399-7506  
Fax: 757-397-1267  
E-mail: [eln@oasthook.com](mailto:eln@oasthook.com)



Member, National Academy  
of Elder Law Attorneys

### INSIDE THIS ISSUE

- Will I be Liable for My Parent's Nursing Home Bill?
- Announcement
- Speakers
- Oast & Hook
- Distribution of This Newsletter

Editor  
Sandra L. Smith  
Attorney at Law

## WILL I BE LIABLE FOR MY PARENT'S NURSING HOME BILL?

Few people want to reside in an assisted living facility, nursing home, continuing care retirement community, or other long-term care facility. Most people prefer to reside in their homes with the familiar presence of their family and friends. After one suffers a chronic or acute illness, that is not always possible.

Elder law attorneys advise their clients and their families about available care options to assist in the development and documentation of the client's care plan, and to assist in its implementation. When the care plan includes residency in a long-term care facility, the facility will require the client to sign a binding contract known as a facility admission agreement. The agreement will include aspects of both a lease and also a healthcare service agreement.

To minimize the likelihood of disagreements, misunderstandings or unintended consequences, the client and the client's family should have an elder law attorney review the facility admission agreement prior to the client signing it. The following are some of the provisions that Cynthia Barrett, an Oregon elder law attorney, recommends that an elder law attorney should explain to the client and, if necessary, negotiate with the facility:

- Representative liability/responsible party provisions and liability. For example, is a child signing the facility admission agreement on behalf of the child's parent liable for the cost of the care? The answer is maybe. The child may be liable based on the terms of the agreement, statutory duties of support, or transferee liability.
- Arbitration provisions. Does the agreement provide that the client is waiving the client's right to seek the assistance of a court for injuries

or breach of contract? Frankly, there is no good reason for a resident to sign an arbitration agreement at the time of admission.

- Definition of services provided and cost. Does the agreement describe in sufficient detail the extent and nature of the services that the facility will provide and the cost of those services? Does the client expect services that the facility is not able to provide in an acceptable manner?
- Medicaid. Does the facility accept Medicaid reimbursement if the client's funds are spent down?
- Transfer of asset restrictions. Does the agreement impose transfer of asset restrictions?
- Discharge? What needs of the client will trigger a facility request that the client move, as the client is beyond the staffed level of care? If the facility discharges the client, what alternative settings for care are available?

Elder law attorneys should review long-term care facility agreements, and they should discuss the responsibility and liability for the cost of care with the client's family. Oast & Hook can advise their clients and their families about available care options to assist in the development and documentation of the client's care plan, and to assist in its implementation

### **Announcement**

Oast & Hook is pleased to announce its sponsorship of a series on WHRO-TV entitled "Boomers: Redefining Life After 50." This week's episode is Fiscal Fitness, and it will be aired at 4:30 p.m., Saturday, March 25th. This episode will spend some time with Boomers who are undergoing the daunting challenge of planning financially for 20 to 30 years of retirement.

### **Speakers**

If you are interested in having an Elder Law attorney from Oast & Hook speak at an event, then please call Stacy Freer at 757-399-7506.

### **Oast & Hook**

Oast & Hook is an elder law firm. We represent older persons, disabled persons, their families, and their advocates. The practice of elder law includes estate planning, investment and insurance advice, estate and trust administration, powers of attorney, advance medical directives, titling of assets and designations of beneficiaries, guardianships, conservatorships, and public entitlements such as Medicaid, Medicare, Social Security, and SSI, disability planning, income tax planning and preparation, bill paying and account management and reporting, care management, and fiduciary services. We also handle

litigation involving these issues, such as will contests and estate administration disputes. For more information about Oast & Hook, please visit our website at [www.oasthook.com](http://www.oasthook.com).

Oast & Hook is the Virginia member of the Special Needs Alliance, a nationwide network of disability attorneys. As members of this alliance, we assist personal injury attorneys in resolving their cases to enhance the judgments and awards of their disabled clients and to maintain the eligibility of these clients for SSI and Medicaid. We are experienced in protecting the public benefits of persons with special needs and in assisting with the management of their assets. For more information about the Special Needs Alliance, visit its website at [www.specialneedsalliance.com](http://www.specialneedsalliance.com).

### Distribution of This Newsletter

Oast & Hook encourages you to share this newsletter with anyone who is interested in issues pertaining to the elderly, the disabled and their advocates. The information in this newsletter may be copied and distributed, without charge and without permission, but with appropriate citation to Oast & Hook, P.C. If you are interested in a free subscription to the *Elder Law News*, then please e-mail us at [eln@oasthook.com](mailto:eln@oasthook.com), telephone us at 757-399-7506, or fax us at 757-397-1267.

Please visit us on the world wide web at:  
[www.oasthook.com](http://www.oasthook.com)

Our Web site contains information about Oast & Hook and an archive of our newsletters and other estate planning, estate administration, and elder law articles in searchable format.

Copyright © 2006  
By  
Oast & Hook, P.C.

*This newsletter is not intended as a substitute for legal counsel. While every precaution has been taken to make this newsletter accurate, we assume no responsibility for errors or omissions, or for damages resulting from the use of the information in this newsletter.*

*This newsletter is produced to be sent electronically. If we currently fax you a copy of the Elder Law News but you prefer to receive it by e-mail, then please contact us at: [eln@oasthook.com](mailto:eln@oasthook.com).*

*If you would like to be removed from our Elder Law News distribution list, please e-mail us at [eln@oasthook.com](mailto:eln@oasthook.com), telephone us at 757-399-7506, or fax us at 757-397-1267.*