

QUESTIONS TO ASK WHEN REVIEWING A CONTINUING CARE AGREEMENT:

1. (A) What is the total consideration to be paid?

Entrance fee _____

Independent Living Monthly fee _____

Assisted Living Monthly fee _____

Nursing Monthly fee _____

Processing fee _____

Other fees _____

- (B) How often and under what conditions can monthly fees increase?

- (C) Do the fees increase significantly if health care (assisted living as necessary) is required? If yes, ask for the current fees.

2. Is the entrance fee refundable? Non-refundable? Are there conditions attached to any refundable entrance fee? **Is the refund based on reoccupancy of the unit?**

3. What are the terms of refund before moving to the community? After moving to the community?

4. What services are included in the fees? What services are extra?

Number of meals	Parking
Assisted Living on Site	Outside Assisted Living
Nursing Care on Site	Outside Nursing Care
Physicians fees	Prescription Drugs
Laundry	Housekeeping
Property Tax	Home Health
Utilities	Cable / Internet
Telephone	Long Distance Phone Calls

5. Are credits given for meals or other services when a resident is absent from the community? If yes, ask where it is in the Continuing Care Agreement.

6. Does the nursing center participate in the Medicare and Medicaid programs?

7. What insurance does the community require residents to carry?

Medicare A, B, & D	Medicare Supplemental (MediGap)
Personal Property	Long Term Care

8. Under what conditions can the community terminate the agreement?

9. What are the residents' rights under the law?

10. Have you received a copy of the contract, disclosure statement, written rules of the community, and audited financials at least two weeks before signing a contract?

NOTE: All of the above provisions must be contained in the Agreement. Also see the regulations for mandatory disclosure requirements.

QUESTIONS TO ASK WHEN REVIEWING FINANCIAL INFORMATION:

1. What is the financial condition of the community?
2. Is the community non-profit or for profit?
3. Who controls or own the community (and the land)? What are their financial responsibilities to the residents?
4. Who are the providers with whom the resident signs a contract?
5. Does the provider have a parent organization? If so, ask for and review any available information on the parent.
6. Who are the directors, officers and managers of the community?
What is their experience?
7. How has the community been financed? (long term debt)
8. How will the communities' financial obligations be paid?
9. Is the community self managed or managed by an outside Management Company; and if so, what is the name of the Management Company?
10. Are the entrance fees held in escrow?
11. Are the fees used only in the community or may they be used for another purpose or another community?

NOTE: The above list is not all-inclusive. These are basic questions that all potential residents of continuing care communities should have answered. Each person will have additional questions. **Documents should only be signed after all questions are answered satisfactorily.**

The Maryland Department of Aging encourages consumers to consult with an attorney before entering into any Continuing Care Agreement. A list of lawyer referral services may be found in this packet.