

QUESTIONS TO ASK WHEN REVIEWING A CONTINUING CARE AGREEMENT:

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

Fee Type	Amount
Entrance Fee	
Independent Living Monthly Fee	
Assisted Living Monthly Fee	
Processing Fee	
Other	
Other	
WORKING TOTAL	

(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?

Service	I/E	Service	I/E	Service	I/E
Number of Meals		Assisted Living onsite		Nursing Care onsite	
Physicians' fees		Outside Assisted Living		Outside Nursing Care	
Prescription Drugs		Home Health		Property Tax	
Laundry		Utilities		Telephone	
Cable/Internet		Telephone		Long Distance Calls	
Parking		Housekeeping		Other	

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

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

7. What types of 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 following documents *at least two weeks* before signing a contract?
- A copy of your preferred contract
 - A recent disclosure statement
 - Written rules of the community, and
 - Audited financial statements

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 financial 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 (i.e. long term debt)?
8. How will the financial obligations of the community be paid?
9. Is the community self managed or managed by an outside Management Company? If yes, what is the name of the Management Company?
10. What, if any, fees are held in escrow?
11. Are the fees collected only to be used 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.