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FOR IMMEDIATE RELEASE

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Board Advises Caution when Signing Admission Agreements for Long Term Care Facilities

Increasingly, callers are complaining to the Board on Aging and Long Term Care about nursing home and assisted living facilities giving inadequate notice to consumers regarding certain provisions in the admission or rental agreements that they are asked to sign.

In some cases the admission agreements that are signed at the time the resident or tenant moves into the facility have been found to be lacking necessary information that would tell the consumer of their rights and responsibilities as a resident or tenant. More frequently, consumers have not been given adequate opportunity to read and understand the contract language that they are asked to sign and agree to. Sometimes this language gives more power to the facility owner than should be acceptable for a mature adult with unknown future needs.

A significant issue which persons seeking placement in a nursing facility or assisted living facility should be aware of is the inclusion of an "arbitration agreement" in the contract. An arbitration agreement states that you agree to have all future disputes between you and the facility settled by the process of binding arbitration. In other words, if the care provider does something wrong that results in harm to the resident, you are prohibited from taking the facility to court. The settlement of this dispute will be decided out of court by an "arbiter."

Arbitration agreements have been around for quite some time in commercial and labor contracts. Within the past several decades, these clauses have increasingly been showing up in consumer transactions. Unfortunately, in some cases, the inclusion of these provisions in long term care admission agreements has been glossed over or left entirely unmentioned when the agreement is presented to the applicant seeking entry into the nursing home or assisted living facility.

As an applicant for admission, you need to ask for a copy of the admission agreement in advance so that you can review it thoroughly and have a trusted advisor look at it, as well. If you are faced with an urgent need to seek admission to a facility, be certain that you ask the representative of the home exactly what is contained in the agreement and, if possible, have someone there with you when you complete the paperwork. If you do not want to agree to an arbitration agreement, ask the facility representative to remove it. If the facility refuses to exclude the arbitration clause, and if you have no other facility as an option to meet your needs, make a notation on the margin of the agreement to the effect that you object to the clause being included.

If you are asked to sign an admission contract or agreement containing an arbitration clause and you are uncomfortable about doing so, contact the Long Term Care Ombudsman Program at **800-815-0015** and speak to an Ombudsman about your concerns. Also, if you have questions about any of the provisions in an admission agreement, do not hesitate to contact the Ombudsman for information and specific suggestions about how to make an informed choice.