

*Nothing about you without you*

Contracts of Care in Long-term  
Residential Care Services for  
Older People

Submission to the Competition &  
Consumer Protection  
Commission

sage

Support & Advocacy Service

**23<sup>rd</sup> February 2018**

## Introduction

The mission of Sage is to promote, protect and defend the rights and dignity of vulnerable adults and older people by developing support and advocacy services. Sage addresses individual and systemic issues in all care settings and in the transition between them.

This submission draws on the experience of Sage which supports and advocates on behalf of people who find themselves in or about to enter a nursing home. The nature of nursing home contracts has long been a concern for Sage and a Discussion Document has been prepared on the matter which is included as part of this submission.

### Main Issues Identified in Submission

- Language in contracts legal and technical and difficult to comprehend – there is a clear need for Plain English versions as well as audio versions
- No capacity assessment carried out prior to signing of contract by someone other than the resident
- Contracts signed by relatives rather than by the individual concerned where a person has decision-making capacity
- Inadequate time to consider a contract in detail and to get appropriate legal advice because of pressure to take up the nursing home place on offer and/or lack of access to independent legal advice
- Additional charges not specified in contracts being implemented without any consultation with residents and without regard for their ability to pay
- No provision for engaging with people who have reduced decision-making capacity as a result of dementia or other cognitive impairment
- A ‘one-size fits all’ approach in the way contracts are formulated with little or no reference to quality of life, choice and person-centred planning

## **Structure of Submission**

The submission is set out in four sections. Section One outlines a number of difficulties with contracts arising from the experience of Sage in working with vulnerable adults and older people living in residential care settings (principally nursing homes) and those about to enter such settings. It identifies some measures that should be taken to address these issues.

Section Two addresses the questions included in the Consultation document and Section Three provides a list of what Sage considers contracts should and should not contain. Section Four includes an indicative list of FAQs that service providers could use to make a Contract easier to understand and to enable people to address any information gaps or concerns that they have.

## **1. Difficulties identified**

### **Signing of Contracts**

The Sage experience indicates that contracts are sometimes signed by a relative on behalf of a nursing home resident, even when the latter clearly does not lack capacity or where lack of capacity is assumed without any proper functional capacity assessment. The practice of people signing contracts on behalf of people who actually have capacity and on behalf of those whose lack of capacity has not been appropriately determined is wrong under contract law. In such circumstances the contracts are illegal and not valid.

This is a matter of serious concern particularly in the context of the provisions of the Assisted Decision-Making (Capacity) Act 2015 (ADM Act). Safeguards are required to ensure that a person is not deprived of his/her liberty and that decision-making in relation to signing of a contract of care is done in accordance with the ADM Act and any Deprivation of Liberty Safeguards legislation.

Nursing home contracts seen by Sage typically state that before signing the contract, the resident and/or his/her representative(s) should ensure that s/he has read and understood its provisions and terms and conditions. However, there is no indication or guidance contained in the Contract as to how this is to be provided for in practice in the case of a person who cannot do so for reasons of cognitive impairment, literacy or ability to understand the technical nature of the contractual provisions and requirements.

The assumption appears to be that all residents would either be able to do so themselves or would have the necessary support structures to do so. This clearly is not the case in many instances.

### **Resident's right to sign Contract**

No person has legal authority to sign a contract "on behalf of" a resident except an attorney or attorneys appointed under a registered Enduring Power of Attorney where that document includes the right of the Attorneys to make personal care decisions. Next of kin of a resident have no legal entitlement to do so.

### **Resident's ability to understand and sign Contract**

Any assessment of the capacity of a resident to sign a contract must be carried out functionally, which means that the assessment must relate specifically to the single issue of their ability to understand the contract. The assessment should be done in accordance with the provisions of Section 3 of the Assisted Decision Making (Capacity) Act 2015 (ADM Act), which requires that the

resident be facilitated to understand the contract by having it explained to them in a manner which is appropriate to them and to their particular circumstances.

### **Protocol for signature by others**

A protocol should exist of the procedure to be followed if the resident is considered not to be able to understand the provisions of the contract for him/herself. This could, for example, allow for calling in an independent advocate to act on a non-instructed human rights basis or, post the coming into force of the ADM Act, giving the resident an opportunity to appoint a Decision Making Assistant or Co-Decision Maker.

After the coming into force of the ADM Act an advocate or other interested person will be able to, if necessary, refer the matter to the Decision Support Service for advice or make an application to the Circuit Court for the appointment of a Decision Representative to sign the contract.

Where a resident has, however, completed an Enduring Power of Attorney (EPA), the protocol should provide for a copy of it to be produced to ensure that it contains the necessary authority for the attorney/s to sign the contract as well as evidence that the EPA has been registered.

### **Need for Easy to Read versions of Contract**

The language used in contracts tends for the most part to be legalistic and technical. There is, therefore, a need to make available copies of the contract in 'Plain English' versions and in audio versions as required. Every effort should be made to make the clauses of the contract more easily understandable. Including a FAQs Section as an Addendum to a Contract should be provided for in the Guidance on Care Contracts (see FAQs Section below).

### **"Updating" Contracts**

A resident who has signed a contract at the time of admission should not be asked to sign a further version unilaterally provided by the nursing home as an "updated" contract unless all differences between the original and the new contract have been highlighted, negotiated and approved by both the nursing home and the resident (see further below).

### **Time to allow consideration of Contract before signing**

Adequate time should be made available for the resident to consider the contract before signing it. While people are advised that they may wish to take the opportunity to avail of the services of an independent advocate and/or legal adviser to advise them on the terms of the contract, the resident may feel under pressure to sign immediately because of fear of losing the nursing home place.

HIQA regulations stipulate that nursing homes must ensure contracts of care are clear, unambiguous and contain full details of services to be provided. Mechanisms and opportunities for considering contracts before signing should be facilitated by the nursing home, with opportunities to review the contract document at a suitable pace, get additional advice from a variety of outside sources, and compile a list of questions that can be asked and should be answered about contractual provisions.

### **Additional charges**

There are mandatory additional charges in most private nursing homes for activities and other items, and these are reported to be as high as €100 a week in some instances – a totally unrealistic sum for a person whose only income is the Non-contributory Pension and who is already paying 80% of their pension towards their nursing home care. These additional charges can effectively wipe out the remaining income, leaving little for extras such as taxis for hospital visits or services such as

hairdressing and chiropody. In some cases they can be an additional burden on residents' families.

Where Nursing Homes charge for additional services, it is of paramount importance that there is clarity, transparency and fairness around any additional charges levied. All additional charges must be laid out clearly in the contract of care and agreed upon when signing the contract. The additional services should also be separately itemised and costed.<sup>1</sup>

A number of specific issues relating to additional charges in the context of contracts of care can be identified:

- Compulsory charges being included in contracts and people feeling that they had no choice but sign such a contract
- Failure to include a statement in the contract that charges for non-essential services are voluntary
- Increase in additional charges (e.g., €25/week) without any consultation with the resident
- People being contractually obliged to pay charges for activities that they may not want or that they cannot avail of because of mobility or frailty or dementia
- Non-provision of a specific list of services or amenities covered by additional charges
- Lack of choice to opt in on a weekly paid basis for activities if the resident so wishes and is able to participate

### **Security of tenure and termination of Contracts**

An area of particular concern is that of security of tenure. Under typical Contracts, a nursing home has the right to terminate a contract, i.e. to ask a resident to leave with short notice. When this provision is compared to a tenancy agreement in a private house rental, for example, it seems that nursing home residents have lesser rights than private tenants if they are in dispute over fees/rent increases.

The right of a nursing home to terminate a contract with immediate effect in a range of circumstances as contained in typical nursing home contracts seen by Sage and listed below is far-reaching and provides little or no protection for residents.

- The Resident becomes disruptive and/or aggressive towards any other Resident of the Nursing Home and/or any member of staff of the Nursing Home; or
- The Proprietor forms the opinion that the Resident's behaviour is a risk to the health and safety of any resident of the Nursing Home and/or any member of staff of the Nursing Home; or

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<sup>1</sup> Ombudsman <http://m.ombudsman.gov.ie/en/News/Speeches-Articles/2017/Contracts-of-Care-for-Nursing-Home-Residents.html>

- Any situation whatsoever arises whereby the Proprietor is incapable of operating the Nursing Home or is unable to provide the Services in the Nursing Home or is unable to provide Services to the Resident; or
- The Proprietor forms the opinion that the behaviour of any member of the Resident's family or a visitor to the Resident is disruptive or a risk to the health and safety of any resident of the Nursing Home and/or any member of staff of the Nursing Home.

A provision in one Contract Template seen by Sage that "the Resident acknowledges that the Proprietor shall have the right to exercise its right under the latter Clause at its sole discretion either with or without consultation with appropriate State authorities and/or the Resident's next of kin" effectively undermines any rights the resident may have and is fundamentally at odds with other accommodation contracts, e.g. in the private rented housing sector.

Sage has come across a number of cases where the contract of care for a resident has been terminated by a proprietor due to the behaviour or actions of family members, rather than due to anything the resident has done.

It is fully acknowledged that many nursing homes can and do experience challenging behaviour by some residents' relatives. However, the response to this should never be the removal of the resident.

While nursing homes clearly have a contractual right to terminate the contract for specific reasons, any clause that allows a proprietor to terminate a contract at its sole discretion without discussion, without consultation, fails to afford any consumer protection to a resident. This leaves the resident in a vulnerable and exposed position.

There should, therefore, be some provision in Contracts that any discharge from a home, where required, must be adequately notified, allowing sufficient time for an appeal process, and if proceeding be discussed, planned for and agreed with a resident, and if appropriate with their family, and the relevant authorities.

### **Unilateral rights of nursing home proprietors**

Contracts regularly set out unilateral rights for nursing home proprietors, for example, the right to:

- Restrict visiting
- Move a person from his/her allocated room (decisions to re-allocate accommodation will be at the discretion of the Registered Provider and will be considered on a case by case basis)
- Transfer a person to an alternative nursing home and/or to hospital if in the opinion of a medical practitioner it is in the person's best interests to do so
- Review the fees payable under the terms and conditions of the Contract where necessary or in the event that Additional Services are required by the resident

- Terminate the Contract for any reason upon notice in writing of six months

While there are general statements in contracts in relation to, for example, ensuring that as far as is reasonably practical that the resident has access to independent advocacy services and ensuring that in all cases the dignity of the resident shall be respected, there are no specifics as to how either of these are to be achieved. References in contracts to the Residents' Information Booklet assume capacity, literacy and English language competency.

### **Complaints Procedures**

Registered nursing homes are obliged to provide an accessible and effective complaints procedure.

The statutory role of the Office of the Ombudsman (since August 2015) to examine complaints relating to the administrative actions of private nursing homes tends not to be stated in contracts. Clearly it should be explicitly stated.

Also, since the Ombudsman normally only deals with a complaint once the individual has already gone through the complaints procedure of the private nursing home concerned, the complaints process should be made very explicit in each contract. Concerns about additional charges would thus in the first instance have to be taken up with the nursing home provider.

The typical nursing home contract obliges the nursing home to investigate any bona fide complaint made by or on behalf of the resident and communicate the result of such investigation to the complainant in accordance with established complaints policies and procedures. Typically, there is no reference in contracts as to where these policies and procedures are to be found and what they contain.

Every contract should contain details of the nursing homes' own complaints or grievance procedure, for example

- The complaint should be made in writing and there should be provision for a complaint to be made orally in situations where a person is unable to do so in writing;
- The complaint can be made by or on behalf of a resident with the resident's consent to the Director of Nursing (DON) or where the subject of the complaint is the DON to the Proprietor;
- Where the resident does not have the ability to give consent, the complaint can be made on their behalf by an interested party or independent advocate
- Receipt of the complaint should be acknowledged within 7 days and an internal investigation undertaken by the Person in Charge within a further 14 days;
- The result of the investigation of the complaint should be given in writing to the resident and/or the person who made the complaint on their behalf;
- Nothing in the contract should bind the resident to have to accept the result of the complaint or prohibit the resident from appealing the result to the Office of the

Ombudsman or other appropriate authority;

- The contract should contain a guarantee that a formal complaint by a resident will not in any way affect the resident's ongoing care and rights.

## 2. Consultation Questions

### General

Were you aware that you, or the consumer you were representing, were entering into a contract when taking up residency in a long-term residential care home?

How important were the terms and conditions in the contract of care in choosing a long-term residential care home?

**The Sage experience is that, while people entering a nursing home and/or their relatives would be aware that there is a Contract, often the overriding concerns are the availability of a nursing home place and the location of the nursing home itself, close to family and friends. Therefore, despite the importance of the contract of care, the actual conditions outlined in the contract of care may not necessarily factor into the decision-making process when choosing a nursing home.**

**Contracts are sometimes signed on behalf of residents where the person clearly does not lack capacity or where no proper assessment of capacity has been carried out. Clearly, such contracts are not legal.**

### Information

Prior to choosing a long-term residential care home, could you easily find information about the terms and conditions, for example, online or by phone?

Please provide detail.

**Typically, there is reference in contracts as to complaints policies and procedures but no information on where they are to be found and what they contain.**

**One contract examined by Sage, in commenting on residents' rights, makes reference to rights set out in the HSE National Healthcare Charter and suggests that residents consult that document. This is scarcely adequate.**

Having chosen a long-term residential care home, was information about the terms and conditions readily available? Please provide detail.

**Typically, this information is not readily available or in accessible formats, e.g., Plain English/'Easy to Read' versions and is, therefore, in effect not available to many residents or, indeed, their relatives.**

### Transparency

Were the terms and conditions within the contract of care easy to read?

**NO**

If you read the terms and conditions in the contract of care, did you understand the individual terms and their implications? Please provide detail.

**Contracts are by their very nature technical and legal documents, and can often be difficult to comprehend. A large proportion of nursing home residents feel obliged to sign contracts that are worded in terms that are hard to understand, despite having a limited appreciation of the implications of so doing. People with cognitive impairment are obviously particularly disadvantaged.**

**The contract**

Did the contract of care reference other documents, and if so, were these provided along with the contract? Please provide detail

**Sage has come across reference to documents in Contracts that were not immediately available, e.g., Complaints Policy.**

Were changes made to the contract of care that you, or the consumer you were representing, signed up to? Please provide detail.

**Balance**

Taking all of the terms and conditions contained in the contract of care into consideration, did you feel that the contract overall was a balanced one?

**NO – There is a clear imbalance in contracts in that they tend to favour the nursing home’s interests over those of the resident. There is a need to remove clauses that provide the nursing home proprietor with rights and powers that are unfair and that would not be acceptable in many other circumstances. For example, provisions in some contracts of care result in residents in private nursing homes being treated less favourably than would apply in a landlord-tenant agreement in respect of notice of termination of contract.**

**Other**

Are there any other matters relating to contracts of care that you wish to express a view on?

**Since the contract of care which a resident signs, or is signed on their behalf, is clearly an important legal document, it is vitally important to protect the legal rights of a resident in a nursing home and to be sure that no contract is signed without knowing what is contained in it. The reality, however, is that currently contracts are often signed which have not been properly read or understood. Since the Contract forms the basis under which the resident will reside in the nursing home, residents and their attorney/representative/decision supporter need to have a good understanding of its content and the implications – frequently this is not the case.**

The question of a resident's capacity to understand a contract, especially where there may be cognitive impairment or dementia, is vitally important. If a resident has the functional capacity to understand a contract, the required assistance should be made available to assist their understanding. Pending the implementation of the Assisted Decision Making (Capacity) Act 2015 and the establishment of the Decision Support Service with provision for supported decision-making, provision should be made for people to have access to an independent advocate prior to agreeing any contract.

When a contract is signed, the resident and/or attorney/representative/decision supporter should have had both the time and the assistance required to gain a good understanding of the contents of the contract and its implications for the resident.

On the basis of fairness, as a minimum, people should be enabled to fully understand what services they are paying for and know that they will not be charged for services/activities which they do not use

Specific areas requiring much more attention in Care Contracts are:

- The person's rights and obligations as a resident of the facility, including the safeguarding of residents' rights
- Itemisation of charges not included in the basic charge and how any changes to these are negotiated
- Grievance procedures
- How changes to the Contract required by the individual are to be negotiated and dealt with
- Ensuring that any aspects of the Contract open to different interpretations are highlighted, considered and clarified

### **3. What contracts should and should not contain**

#### **A. Suggested Clauses for All Contracts**

##### **1. Resident's human and legal rights**

All contracts should contain an acknowledgment by the proprietor that the resident has basic legal and human rights and protections including the following:

- The right to self-determine and make one's own decisions
- The right to participate in all matters concerning them
- The right not to be deprived of liberty
- The right to be treated with dignity and respect at all times

- The right to be informed (in language that can be understood) about the right to make their own decisions
- The right to personal privacy in so far as that is reasonably practicable
- The right to have their personal information kept private
- The right to exercise citizenship rights, including the right to vote
- The right to create their own schedule e.g., when to go to bed, rise in the morning, and meal times (the latter as far as is practicable)
- The right to participate in a social and activities programmes designed to meet their needs and the needs of the other residents or the right not to participate in such activities
- The right to be free from discrimination
- The right to be free from abuse and neglect -- verbal, sexual, physical, environmental, and mental abuse, as well as abuse of their money or property
- The right to freedom of movement and to be free from all forms of constraint – physical, chemical or psychological
- The right to make a complaint and to receive appropriate redress
- The right to proper medical and nursing care
- The right to be fully informed about their own health status, including any medical condition, drugs and supplements, all in a language that is understandable to them
- The right to be allowed their own choice of doctor
- The right to participate in the decisions that affect their care, e.g., preparation of their Individualised Care Plan and any reviews of it
- The right to be allowed prompt access to all personal records and reports, including clinical records (medical records and reports) during administration working hours
- If a resident's pension or other money is being managed by the nursing home, the right to have such money kept in their name in a client account, separate from the nursing home's own money, and to receive monthly statements of their own client account
- The right to be assisted to create an Advance Healthcare Directive if desired
- The right to refuse medications or treatment
- The right to religious observance
- The right to bring into the nursing home items of personal belongings

- The right to consult an independent advocate, any decision supporter lawfully appointed under the Assisted Decision-Making Act, or any other personal advisor
- The right to have a nominated representative notified in the case of:
  - An adverse incident
  - Significant deterioration in their physical, mental, or psychosocial status
  - A life-threatening condition
  - Medical complications
  - Significant changes to treatment needs
  - Decisions about transfer or discharge
- The right to be told in writing about all nursing home services and fees (see further below).

## **2. Residents' Individual Care Plan**

To comply with HIQA standards all contracts should provide as follows:

- Involvement of the resident in the preparation of their own Individualised Care Plan (ICP) so as to ensure that their own personal and social care needs, goals, will and preferences are discussed with them and reflected in the plan
- Regular reviews of the ICP and built-in time-frames for this purpose
- A statement of how and by which health care professional (who may be nominated by the resident) an assessment of the effectiveness of the ICP will be assessed
- An automatic ICP review triggered where a change in the resident's circumstances results in different support needs
- A record of engagements of the resident in their own ICP to be kept
- Where a resident's personal involvement in their own ICP or a review of it is not possible, where possible, an independent advocate will be engaged

## **3. Nursing Home Charges**

In accordance with The Health Act 2007 (Care and Welfare of Residents in Designated Centres for Older People) Regulations (S.I. No. 415 of 2013)<sup>17</sup> the contract should include the following:

- Details of the services to be provided as a part of the "basic bed and board charge"
- Whether or not the services are being provided under the Nursing Homes Support Scheme or any other health entitlement
- Details of any additional services/amenities being provided which are not covered under the Nursing Homes Support Scheme or any other health entitlement

- Differentiate between which of those additional services/amenities are regarded as essential (and therefore payment for them is compulsory) and which are regarded as non-essential (where payment is voluntary)
- The fees, if any, to be charged for each such additional service/amenity both essential and non-essential
- A statement that non-essential services/amenities are voluntary and detailing how the resident may opt out of them
- The arrangements for the receipt of financial support under the Nursing Homes Support Scheme, including the arrangements for the payment or refund of monies where appropriate

#### **4. Termination**

Contracts should provide for the circumstances under which a resident may be asked to leave (e.g. if the nursing home is closing) and specify a sufficient notice period to enable the resident to find alternative suitable accommodation e.g. a minimum period of 6 months or such shorter period as the resident shall decide.

#### **5. Duties of Proprietor**

The contract should explicitly state that:

- The Proprietor shall comply with all Regulations and legislative provisions governing the provision of long term residential care to residents;
- Acknowledge the right of the resident to be involved in all matters concerning them
- Acknowledge the resident's basic legal and human rights and protections, including rights set out in Paragraph 1 above and agree to honour them
- Permit, encourage and facilitate the person to avail of the supported Decision-Making mechanisms contained in the Assisted Decision-Making Act 2015
- Acknowledge that in making any decision about the resident's care or health or affairs in which the resident is unable by reason of illness or inability to take part, the Proprietor will at all times act in accordance with the Guiding Principles set out in Section 8 of the ADM Act.

#### **7. Variation in Terms of Contract**

The contract should state that all or any variations in its terms shall be the subject of full negotiation between the parties to the contract or their lawfully appointed representatives (e.g. Co-Decision Maker or Decision Representative (once the ADM Act is in force) or Attorneys under a registered Enduring Power of Attorney or an independent advocate acting in a non-instructed advocacy role to protect the basic human rights of a resident.

All variations should be presented for review with all differences between the "original" contract and the "new" contract highlighted and the reasons for them fully explained in a manner capable of being understood.

There should be provision for contracts to be revised on a regular basis.

### ***8. Resident's Temporary Absence***

The contract should provide for what is to happen if a resident is temporarily absent from the nursing home, whether voluntarily, e.g., for a holiday or a trial period at home or involuntarily, e.g., while in hospital. That provision should cover:

- Charges during that time
- How long a bed will be kept available for the absent resident
- Safety and storage of their personal belongings etc.

## **B. Clauses Which Should Not Appear in Contracts:**

### **1. Termination**

The right of the Proprietor to terminate the contract without good and reasonable stated reason due to circumstances which are not within the control of the resident, or without consultation with the resident

### **2. Alter Terms**

The right of the Proprietor to alter the terms of the contract or charges without consultation with the resident.

### **3. Vary Terms**

The right of the Proprietor to vary the terms of the contract or charges without consultation with the resident

### **4. Waiver or Presumption of Legal Advice**

Any statement that the resident shall be assumed to have obtained independent legal advice on the contract or has waived their right to do so

### **5. Restriction on Visitors**

The right of the Proprietor to restrict visitors, except in exceptional circumstances e.g. where there is a risk of infection and where the restriction is also being applied to other residents

### **6. Moving a Resident**

The right to move a resident from their allocated room or another nursing home or hospital without their specific consent

### **7. Changes to Fees or Charges or Services**

The right of the nursing home to review fees and or services save in accordance with a set procedure which is clearly set out in the contract.

### **8. "Best Endeavours"**

That the Proprietor shall use their "best endeavours" to comply with all Regulations and legislative provisions governing the provision of long term residential care to residents. This is not sufficient (see above under heading "Duties of Proprietor")

#### **4. Indicative list of FAQs for which 'easy to read' answers could be provided as an Addendum to a Contract**

- What are the circumstances in which a relative can sign a contract on behalf of a resident?
- Where are complaints policies and procedures to be found?
- What is the complaints policy?
- If I have a problem with the nursing home when I am living here, what can I do?
- If I have a problem with the nursing home when I am living here what will you do?
- Who can I contact if I have a question about the Contract before signing it?
- Who can I contact if I have a question about the Contract after signing it?
- Who can I contact if I need help to understand the Contract?
- How frequently are fees reviewed?
- How much will I have to pay to live in the nursing home?
- What services will I get for the amount of fees I pay?
- How will I pay money to the nursing home?
- Are there other services available in the nursing home?
- Do I have to pay for these other services?
- How much will I have to pay for these other services?
- How will I pay for the other services?
- What will happen if I have a difficulty paying my fees?
- What will happen if I have difficulty paying for other services I want?
- What will happen if I pay for other services and I do not use them, want or need them?
- How much notice will I get for fee increases?
- Can my fees be increased?
- How will I know that fees are being increased?
- What is the Nursing Home's policy on periods of non-occupancy?
- Can I be away from the nursing home for a short period of time and return to live here?

- What will happen if I want to, or have to, be away from the nursing home for a short period?
- Are there reduced fees during periods of non-occupancy and, if so, how are these calculated?
- Will I have to pay fees if I am away from the nursing home for a short period?
- How much will I pay if I am away from the nursing home for a short period of time?
- Is there a limit to how long I can be absent from the nursing home before my contract is affected?
- I would like to continue to live in the nursing home, is there a maximum time I can be away from the nursing home?
- Are residents tied in to the contract for a minimum period?
- If I sign the Contract and then I change my mind about living here what will happen?
- How much notice must I give if I want to leave?
- If I sign the Contract and move into the nursing home, and then I change my mind about living here what will happen?
- If I have to leave the nursing home, will I be entitled to a refund of any fees already paid?
- If I sign the Contract and then change my mind about living here will the money I paid be refunded?
- If I sign the Contract and you change your mind, will the money I paid be refunded?
- What happens if I no longer want to live in the nursing home and I want to cancel the contract?
- How much notice must the nursing home give me if they want me to leave?
- If you have a problem with me while I'm living in the nursing home what will you do?
- If you have a problem with a person who supports me, visits me, or represents me how will my rights be protected?
- If you want to cancel the contract what will happen?
- If you want me to leave the nursing home and you want to cancel the contract how will my rights be protected?
- What happens if a resident dies while living in the nursing home or having been admitted to hospital from the nursing home?
- After a resident's death, how much time does their next of kin have to clear the room of personal possessions?