

[Don't Become Liable for Your Parent's Long Term Care Costs](#)

Nursing homes may not require a child to guaranty a parent's bill although some courts may enforce a so-called "voluntary" guaranty. Of course, in the stress filled admission of a parent to a care facility, a child may not realize that he/she is agreeing to a "voluntary" guaranty. Care facility contracts frequently have other unfavorable provisions that can be difficult to understand or even notice. Nevertheless, courts often enforce contracts against an individual who later claims he/she didn't realize that the contract imposes undesirable obligations.

A recent case illustrates what can go wrong when a child signs a care agreement without fully understanding its terms and their ramifications. *Cook Willow Health Center v. Andrian* (Conn. Super. Ct., No. CV116008672, Sept. 28, 2012). The care facility alleged that a resident's daughter signed an admission contract in which she agreed to take steps to pay the facility with her mother's assets or qualify the mother for Medicaid. Apparently the daughter didn't follow through, as the nursing home sued the daughter for its unpaid bill. The daughter tried to side step liability citing the prohibition of guaranty requirements, but the court held that there was no guaranty. Instead, the court said in signing the admission contract as "responsible party" the daughter had voluntarily committed to certain actions that should get the nursing home paid and the facility had a right to rely on that undertaking and sue the daughter for breach of contract.

How could the daughter have avoided liability? A child doesn't normally have an obligation to spend a parent's money or apply for Medicaid— but see our May 8, 2012 blog post regarding state laws that may make a child liable for a parent's health care costs. Therefore, the daughter shouldn't have agreed to these obligations unless she was prepared to honor them. Of course, the facility may have refused to admit the parent without a contract and the obligations weren't inherently unreasonable.

Thus, it is crucial to consult a lawyer *before* signing any care facility agreement (or other contract). A lawyer should explain the ramifications of a proposed contract and possibly recommend changes. For instance, FriedmanLaw often helps clients understand facility agreements and negotiate more favorable terms. Since ignorance of contract terms doesn't excuse their breach, it is risky to sign any contract without first consulting a lawyer.