

RESIDENT AGREEMENT

This agreement entered into this _____ day of _____, 20____ by
and between _____, hereinafter referred to as
the "Facility," and _____,
hereinafter referred to as the "Resident."

WHEREAS, the Facility is licensed as an Assisted Living Facility by the Virginia Department of Social Services in accordance with Chapters 17 and 18 of Title 63.2 of the Code of Virginia to provide maintenance or care of adults who are aged or infirm or who have disabilities, and the Resident is desirous of residing in the Facility; NOW THEREFORE, the parties hereto do mutually agree as follows:

1. The Facility has the following accommodations, services, and care available. Any related charges are indicated. For an auxiliary grant recipient, a list of services included under the auxiliary grant rate is noted.

2. The Resident agrees to the following financial arrangements:
 - a) The accommodations, services, and care to be provided to the Resident with the amount(s) to be paid; frequency of payments; rules relating to nonpayment. (Specify)

4. The Resident agrees that the following actions, circumstances, or conditions would result or might result in discharge from the facility:

5. The Resident acknowledges that:

- a) The resident or the resident's legal representative has reviewed requirements or rules regarding resident conduct, other restrictions, or special conditions.
- b) The resident or the resident's legal representative has been informed of the policy regarding the amount of notice required when a resident wishes to move from the Facility.
- c) The resident has been informed of the policy regarding pets living in the Facility.
- d) The resident has been informed of the policy regarding weapons on the premises of the Facility.
- e) The resident or the resident's legal representative or responsible individual has reviewed § 63.2-1808 of the Code of Virginia, Rights and Responsibilities of Residents of Assisted Living Facilities, and the provisions of this statute have been explained.
- f) The resident or the resident's legal representative or responsible individual has reviewed the Facility's policies and procedures for implementing § 63.2-1808 of the Code of Virginia.
- g) The resident has been informed that the resident may refuse release of information regarding the resident's personal affairs and records to any individual outside the Facility, except as otherwise provided in law and except in case of the resident's transfer to another caregiving facility.
- h) The resident has been informed that interested residents may establish and maintain a resident council, the purpose of a resident council, that the Facility is responsible for providing assistance with the formation and maintenance of the council, and whether or not such a council currently exists in the Facility.
- i) The resident has been informed of the bed hold policy in case of temporary transfer or movement from the Facility, if the Facility has such a policy.
- j) The resident has been informed of the policy or guidelines regarding visiting in the Facility, if the Facility has such a policy or guidelines.
- k) The resident has been informed of the rules and restrictions regarding smoking on the premises of the Facility.

- l) The resident has been informed of the policy regarding the administration and storage of medications and dietary supplements.

- m) The resident, upon request, has been notified in writing that the Facility maintains liability insurance that provides the minimum amount of coverage set forth in 22VAC40-73-45 to compensate residents or other individuals for injuries and losses from negligent acts of the Facility. The written notification must be on the liability insurance statement form developed by the Virginia Department of Social Services.

- n) The resident has received written assurance that the Facility has the appropriate license to meet the resident's care needs at the time of admission.

In witness whereof the parties have caused this agreement to be executed by their official signatures thereunder duly authorized.

Licensee or Administrator: _____ Date: _____

Resident: _____ Date: _____

Legal Representative: _____ Date: _____