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 to aged, infirm or disabled adults, 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)
(b) The amount and purpose of an advance payment or deposit payment and the refund policy for such payment. (Specify) Note: Auxiliary grant recipients may not be charged an advance payment or deposit payment.

(c) The policy with respect to increases in charges and the length of time for advance notice of intent to increase charges. (Specify)

(d) The ownership of any personal property, real estate, money or financial investments that is to be transferred to the Facility upon admission of the Resident or at some future date. (Specify what is being transferred to the Facility and the date of transfer)

(e) The refund policy to apply when transfer of ownership, closing of facility, or Resident transfer or discharge occurs. (Specify)

3. The Resident agrees to abide by the requirements/rules regarding the Resident's conduct and other restrictions or special conditions. (Specify requirements/rules, other restrictions, special conditions)
4. The Resident agrees that the following actions, circumstances, or conditions would result or might result in his discharge from the facility:

7. The Resident acknowledges that:

(a) He or his legal representative has reviewed requirements or rules regarding resident conduct, other restrictions, or special conditions.

(b) He or his legal representative has been informed of the policy regarding the amount of notice required when a resident wishes to move from the Facility.

(c) He has been informed of the policy regarding pets living in the Facility.

(d) He has been informed of the policy regarding weapons on the premises of the Facility.

(e) He or his 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 to him.

(f) He or his legal representative or responsible individual has reviewed and had explained to him the Facility's policies and procedures for implementing § 63.2-1808 of the Code of Virginia.

(g) He has been informed and had explained to him that he may refuse release of information regarding his personal affairs and records to any individual outside the Facility, except as otherwise provided in law and except in case of his transfer to another caregiving facility.

(h) He 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) He 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) He has been informed of the policy or guidelines regarding visiting in the Facility, if the Facility has such a policy or guidelines.

(k) He has been informed of the rules and restrictions regarding smoking on the premises of the Facility.
(l) He has been informed of the policy regarding the administration and storage of medications and dietary supplements.

(m) He has been notified in writing whether or not the Facility maintains liability insurance that provides at least the minimum amount of coverage established by the State Board of Social Services for disclosure purposes to compensate residents or other individuals for injuries and losses from negligent acts of the Facility. The Facility shall state in the notification the minimum amount of coverage established by the Board. The written notification must be on a form developed by the Virginia Department of Social Services.

(n) He has received written assurance that the Facility has the appropriate license to meet his care needs at the time of his 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: ________________

A signed copy of the Resident Agreement and any updates shall be provided to the Resident and as appropriate, his legal representative, and shall be retained in the Resident's record.