

# Negotiated Risk Agreement



## Negotiated Risk Agreement

Resident's Name: \_\_\_\_\_

Issues of Concern:

Statement of Individual's Desire/Preferences:

### Possible/Probable Consequences of Individual's Desire:

Failure to comply with ordered medications, treatments, diets, the use of recommended assistive devices, or certain other choices may result in severe injury or death.

### Additional consequences may include:

1. Health issues:

2.

3.

### Alternatives to Minimize Risk:

1.

2.

3.

Final Agreement between Individual and Caregiver:

\_\_\_\_\_  
Resident/Legal Advocate\*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Nurse Signature

\_\_\_\_\_  
Date

# Negotiated Risk Agreement



Date of Next Review:

X 30 days      ☐ 60 days      ☐ 90 days      other

- If the resident is unable to participate in the negotiated risk process (e.g. unable to verbalize understanding of what he or she is signing, as indicated in the Informed Choice Policy), the signature of the legal advocate is required. Aging with choice in the assisted living environment means that residents are free of chemical and physical restraints and may be at increased risk for severe injury or death as a result. The purpose of the negotiated risk agreement is to inform residents and advocates of these risks and to suggest measures/interventions that be considered in an attempt to minimize risks. The agreement does not in any way guarantee freedom from risk, injury, or death.
- If a legal advocate is signing on behalf of the resident, he or she must present a copy of valid guardianship papers, activated power of attorney, etc. Copies of this agreement must be on file at the residence in order for the advocate to participate in the Negotiated Risk Agreement process.