

ANNEXURE: 2	Residency Agreement & Home Rules		
CHAPTER: 4	Care Home Rules, Policies, Operations and Management		
MONTH CREATED	December 2024	NEXT REVIEW	December 2026
CHAPTER CODE	CHRP	VERSION	1
PREPARED BY	Pankaj Mehrotra	UNDER REVIEW	Dr. Dipankar Debnath

Residency Agreement & Home Rules

This agreement entered into this ____ day of _____, 20____ between (Name of Care Home _____), hereinafter referred to as the "Home," and _____, hereinafter referred to as the "Resident."

1) Accommodation & Admission

- 1.1) No resident will be admitted without their consent and under no condition will the Care Home give residency / occupancy to people who have been influence or forced by family members, guardians, friends, police or any other authority except in cases of Institutional placement or emergency placements.
- 1.2) The Resident will be provided with care and accommodation on the below mentioned room, type of accommodation and level of care. The allotment of room will not mean that the resident has the legal right to claim the aforesaid property / unit allotted.
- 1.3) The resident may request the management to relocate them to another room in future, however it will be based on availability and the Management decision.
- 1.4) The Management reserves the right to relocate a resident from the allocated room to another room of similar type or a higher care room.
- 1.5) All waiting list of applicants will be based on their application date and will not be allowed to jump the que except for special cases as deemed fit by the Home Management.

- 1.6) Each prospective or existing resident will be explained the Care Home Rules & Policies as detailed in the subsequent points in this agreement and all residents will have to respect and abide by the rules and regulations of the same.

A) Assigned Room Details

Room No.	Floor / Wing				
Type of Accommodation	Single	Twin Sharing	Cubicle	Dormitory	

Payment Mode	Self	Family/ Friends	Govt Run	Govt Funded	Charitable
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B) Care Type

Care Type / Level of Care	Assisted Living	Independent Living
	Dementia Care / Memory Care / Parkinson's	Transitional Care / Rehabilitation
	Nursing Care	Respite Care / Short Term Care
	Palliative / Hospice	Mental Health Care / Others

2) Trial Stay

- 2.1) As per the Care Home Policy and availability of rooms, prospective residents should be encouraged for a Trial Stay as per the policies of the Home. If it is a paid facility then nominal charges should be applicable as per the Care Home charging policy and the duration of stay.

3) Residents Rights

- 3.1) Each resident has the right to attend and practice spiritual, religious, and other activities of their choice.
- 3.2) Each resident has the right to manage their personal finances and will be given scheduled account update regarding the charges, fees and other charges.
- 3.3) Each resident has the right to his/her privacy, dignity and respect.

- 3.4) Each resident has a right to exercise their choice and to have their needs and preferences taken into account in the planning, design and delivery of Care Planning, daily services which effects their well-being.
- 3.5) Each resident has the right to access information which is understandable and provided in a format appropriate to their communication needs and preferences.
- 3.6) Each resident has the right to give feedback, lodge complaints and concerns which are listened to and acted upon in a timely, supportive and effective manner
- 3.7) Each resident has the right to interact and communicate with persons of their choice unless it is specified by the resident or their legal representatives or can be a threat to others.
- 3.8) Each resident has a right to receive unopened mail, gifts and parcels.
- 3.9) Each resident has a right to wear clothes of their own choice including jewellery or other items but limited to items which can be a threat to the resident, staff or other residents.
- 3.10) Each resident has the right to not be confined inside the Care Home against his/her will, and shall be allowed to move around in the communal areas at their liberty.
- 3.11) Each resident has a right to be risk free from any physical and/or chemical restraints unless prescribed by law or medical direction.
- 3.12) Each resident has the right to buy personal care products, groceries and medicines from any pharmacy or shop of their choice.
- 3.13) Each resident has the right to be protected, safeguarded from harassment, abuse, discrimination besides the right to safe, secure and sheltered residential care.
- 3.14) Each resident has the right to their private space.
- 3.15) Each resident has the right to exercise personal autonomy, choice whilst considering their mental capabilities.
- 3.16) Each resident has the right to go out for long / short visits either for day visits or long term stay with friends and family as per Home Rules and/or receive visitors in the Care Home.
- 3.17) The Care Home assures and certifies the resident and their families that all necessary and relevant Licenses, Approvals, NOC's and permissions have been taken and are up to date and they are legally allowed to operate the facility / home premises as a Care Home.

- 3.18) The Care Home shall notify the residents and their family in-case of any proposed increase of charges with an advance notice of minimum 45 days. Any annual increase in charges will be duly notified by the Care Home well in advance.

4) Residents Code of Conduct

- 4.1) Each resident has to respect the privacy and dignity of other residents and the staff members.
- 4.2) Each resident is expected to respect and follow the Care Home policies as defined in the Home Policy Document.
- 4.3) No resident at any given time will indulge in activities which may harm the reputation of the Care Home or indulge in any such activity that is not permissible within the Home premises including substance abuse, damaging Care Home property or any form of abuse towards other resident or the Home staff.

5) Complaints and Feedback

- 5.1) Each resident has the right to lodge complaints against the Home, Staff, other residents or visitors at any given point of time. He or she will duly be listened to without any fear of reprisal, and will be addressed fairly and promptly.
- 5.2) The residents or their family or any nominated representative will have the right to share their feedback which is constructive and valid.
- 5.3) All complaints and disputes will be addressed in a structured manner with proper escalation, the first step will be to resolve the issue internally, then with the intervention of the State Social Welfare Department, Arbitration and finally in the relevant courts of Law.

6) Terminations, Discharge and Transfer

- 6.1) The reasons for Termination of the Agreement between the Care Home and resident could be many but not limited to closure of the Home, unsatisfactory services of the Home, unruly behaviour or challenging behaviour of the residents which the Care Home is not capable of handling or relocation of residents due to change in Care levels etc.

- 6.2) If a Senior Citizen Care Home initiates the Termination of a resident and the action is not a result of a monitoring evaluation or complaint, and if the residents or the residents legal representative contests the Termination, then the Home Management shall notify the resident or the resident's legal representative, with a copy of the notification at least 60 days before the final Termination.
- 6.3) If the resident has failed, after reasonable and appropriate notice, to pay for the Care Home services and facilities, provided all efforts to contact the guardian/guarantor has also failed or refused to pay.
- 6.4) Records of the residents at the time of Termination would include but not limited to the following information: current care plan, advance directives, special instructions and/or precautions for ongoing care, treatments and devices (oxygen, implants, tubes/catheters), risk of falls, falls history, injuries, medical diagnoses, allergies, medications, laboratory reports, other diagnostic tests, and recent immunizations.
- 6.5) The Home Management will transfer or discharge the resident wherever it is necessary for the resident's welfare and the resident's needs cannot be met in the Home.
- 6.6) The transfer or discharge is appropriate because the resident's health has improved sufficiently so the resident no longer needs the services provided by the Senior Citizen Care Home.
- 6.7) The physical and mental safety of the resident is a threat or endangering the other residents or the staff due to clinical or threatening behaviour of the resident.
- 6.8) If any refundable deposits have been given by the resident, then it will be refunded as per the Care Home policy.
- 6.9) In the case of emergency transfer to Hospitals/Nursing Homes the necessary medical and health records shall be shared with the doctors and other stakeholders. In case of digital medical records then the necessary access shall be shared with the hospitals / doctors as per the Best Interest & Consent Form.
- 6.10) In certain cases, residents are admitted for short-term, skilled rehabilitation and following completion of the rehabilitation program, the resident states that he/she is not ready to leave the facility. In these situations, if the Home Management proceeds with discharge, then it will be considered a facility-initiated discharge which would mean that the discharge was not voluntary. These situations may require intervention

by the regulating agencies to ensure that there was no discrimination based on payment, abuse or negligence.

- 6.11) A resident who refuses or declines care/treatment does not constitute grounds for discharge, unless the Senior Citizen Care Home is unable to meet the needs of the resident or protect the health and safety of others.

7) Deposits and Refunds

- 7.1) All refundable deposits will be duly handed over to the resident or their representative in case of death, transfer or termination of contract after taking into consideration of any pending dues of the resident including fees, medical expense incurred by the Home on behalf of the residents, any physical damage to the Home by the resident.

8) Gifts, Donations and Tipping

- 8.1) All donations, cash gifts or gifts in kind by the residents to the staff members needs to be informed to the Care Home Management which will be documented in the residents' file.

9) Data Protection

- 9.1) The Care Home will take reasonable actions to protect the resident records from being accessed by non-nominated family or friends and due procedures will be followed to safeguard, destroy either in physical form or in digital form.
- 9.2) All resident's data shall be stored and destroyed with the relevant data security policies.
- 9.3) The data shall be stored for a period of 5 years post demise of the resident and shall be duly destroy post that.

10) Medication

- 10.1) All residents will have to inform the Home Management about specific health problems that might be necessary in a medical emergency's allergies, brief medical history, current medications.
- 10.2) Medicines will be dispensed to the residents as per the physician's prescription and by authorised care staff only.

- 10.3) Any reactions to self-medication by a resident will not be the responsibility and the Care Home will not be held responsible.
- 10.4) The resident will not request non-authorized care staff to give them medicines.
- 10.5) Living Will / Advance Directives of a resident will be adhered only if the directives are legally registered as per the Legislative Act.

11) Dying and Death and Last Rites

- 11.1) In the event of a resident's death, the Home Management will notify the resident's next of kin, legal representative, supervising physician, nurse unless the resident has given in writing about his/her wishes to not inform anyone.
- 11.2) The Home Management will wait for the next of kin to arrive within 2 days or their legal representatives of the resident to do the last rites, however if family, friends or guardian are unable to come then the Home Management shall do the last rites as per their faith and use the deposit money of the resident for the same.
- 11.3) The Home Management shall respect the Advance Directives / Living Will of the resident and necessary care will be followed as per the registered paperwork with the concerned authorities.

12) Residents Finances

- 12.1) Residents or their family members shall undertake all financial expenses by themselves and all requests to be undertaken on behalf of residents will be in writing unless they or their family wishes to nominate the Home Management to handle their finances.
- 12.2) If the Care Home has a provision of locker facility, then all residents will be encouraged to keep their cash, money and other belongings in the safety locker. The Home management will take an undertaking for indemnity that they will not be held responsible in case of theft.
- 12.3) The Home will not allow the residents to keep cash in the safety locker beyond a certain limit.
- 12.4) In-case of theft or misplacement of cash or personal belongings then the complaints process will be followed as per the Care Home policy.

12.5) The Care Home will share all the relevant information with the residents and/or with their representatives on the areas related to the financial, care and wellbeing. The Care Home Management can decide not to share information with the resident if it is not related to a resident's occupancy.

13) Furniture, Fixtures & Fittings

13.1) Residents can bring in small personal belongings and items as per the Care Home rules and discretion provided that other residents or staff are not inconvenienced or put at risk. Residents will have to give a written inventory of the items they are going to bring except for finance or valuable personal items. Any item which can pose a safety or security threat will be duly checked and verified.

Items to be provided by the Care Home & Items which residents can bring on their own

S.No	Items Provided by Care Home		Items which can be brought by Resident	
		Nos:		Nos:
1	Single / Double / Twin Bed	Nos:	Chair	Nos:
2	Chair	Nos:	Reading Lamp	Nos:
3	Writing Table	Nos:	Bed Sheets	Nos:
4	Reading Lamp	Nos:	Bed Covers	Nos:
5	Lockable Cupboard	Nos:	Pillows	Nos:
6	Bed Sheets	Nos:	Others	Nos:
7	Bed Covers	Nos:		Nos:
8	Pillows	Nos:		Nos:
9	Buckets	Nos:		Nos:
10	Others	Nos:		Nos:

14) General Rules

- 14.1) The prospective residents should check with the present policy on Visitors, Pets, Smoking, Alcohol, Missing Persons, Policy on Restraints and other policies.
- 14.2) The Care Home will not increase the fees and charges in a disproportionate manner or in an unfair practice, if there is a planned increase then it will be formula based and informed to residents well in advance, so that they can take informed decision to continue living in the Care Home or not.

15) Schedule of Services and Fees Structure

S.No	Heading	Monthly Amount	Total
1	Accommodation		
2	Dining & Meals		
3	Health Care (Basic Health Check-up)		
4	Personal Care / Activities of Daily Living		
5	Nursing		
6	House Keeping (Unit Cleaning)		
7	Laundry		
8	Hairdressing		
9	Chiropody / Podiatry		
10	Newspapers		
11	Visitors' meals		
12	Physiotherapy & Other Therapies		
13	Companion Services / Staff escorts		
14	Transportation		
15	Cable TV		

16	Other Services - 1		
17	Other Services - 2		

16) Indemnity Clauses: (Source & adapted from: Guidance on unfair terms in care home contracts, withdrawn document). (To be legally drafted by Care Home legal team).

- 16.1) The Home shall not be liable if there is any interruption to the services where the interruption arises due to events beyond the reasonable control of the Home unless the Home has been negligent or has breached any duty it may owe to the Resident (either arising under this Contract or by virtue of any other duty imposed or implied by law).
- 16.2) The Home shall not be responsible for the Resident once they are outside the Premises if the Resident leaves the premises and is not accompanied by a member of staff of the Home, unless the Home has been negligent or has breached any duty it may owe to the Resident (either arising under this Contract or by virtue of any other duty imposed or implied by law).
- 16.3) The Resident agrees to be responsible for insuring to full replacement value all personal furniture and belongings. The Home shall not be responsible in any way for cash, credit cards, cheques, certificates, bonds, deeds, documents or personal effects of the Resident unless the Home has been negligent or fraudulent or breached this agreement in respect of the Resident's belongings.
- 16.4) Valuables can be locked away for safekeeping when not in use upon request to Care Home Management. No responsibility can be taken for items not handed in for safe keeping. No responsibility can be taken for personal possessions not clearly and permanently named.
- 16.5) To observe the Residents Rules and Regulations which shall be made available for the resident to inspect. The Home shall be entitled to make reasonable modifications to the Residents Rules and Regulations provided that the resident is consulted and given four weeks notice of any modifications. If the resident objects to the modifications he may terminate this agreement without penalty.
- 16.6) The Home shall be entitled to increase the Monthly Residential Fee: Upon the first and subsequent year of this Agreement in line with the retail prices index: The Home shall

give four weeks notice in writing to the Resident of any such increase in the Monthly Residential Fee.

- 16.7) Where the Resident or the Resident's Representative specifically requests any provisions additional to those normally provided by the Home the Resident shall be responsible for all costs and charges incurred in purchasing those provisions, whether those provisions are purchased by the Home or by the Resident.

17) Information and Consent

I/We, _____, have read/heard and understood the contents of this Residency Agreement in my vernacular language and certify that the information given by me is correct and I undertake to abide by them. I understand that I can be expelled for repeated or wilful non-compliance of the Care Home Rules and Policies.

Dated: _____ Signature: Self: _____

Guardian / Family Member: _____ Signature: _____