

ASSOCIATION OF SENIOR LIVING INDIA CODE OF PRACTICE

DRAFT – FOR DISCUSSION PURPOSES ONLY

(Prepared by Mr. Mansoor Dalal by adapting from code of Practice of RVA – NZ and modified to suit our requirements)

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PART I

GENERAL INFORMATION

- * This Code of Practice is called the Association of Senior Living India Code of Practice.
- * The Code of Practice is a self-defined act.
- * The Code of Practice comes into force w.e.f
- * The Code of Practice may be changed from time to time.
- * This Code of Practice is written for people who own, manage, oversee, or live (or intend to live) in senior housing, in particular:
 - a) The owner.
 - b) The Operator.
 - b) The residents and intending residents.
 - c) Managers or supervisors of such facilities.
- * The purpose of this Code of Practice is to set out the minimum requirements that operators of senior housing must carry out, or make sure are carried out, to meet their obligations under the Rules & Regulations framed by ASLI.
- * The Code of Practice is laid out in four parts.
 - a Part 1 covers general information about the Code of Practice, including its legal status.
 - b Part 2 covers general requirements for policies, procedures, notices, and induction processes referred to in each of the topics in Part 3.
 - c Part 3 covers the minimum requirements to be given effect to in any occupation right agreement in relation to the following :
 - Staff
 - Safety and personal security of residents.
 - Fire protection and emergency management.
 - Residents' Committee.
 - Complaints facility.
 - Maintenance and upgrading.
 - Insurance Policy
 - Termination of occupation right agreement by operator or resident.
 - Communication.
 - d Part 4 sets out information that operators or residents and intending residents might find useful in relation to the Code of Practice. This information includes:
 - Relevant extracts from the Rules & Regulations framed by ASLI
 - Information guidelines on the operator or resident mentioning the contact details of the operator's contact person, and the statutory supervisor (if there is one).

LEGAL STATUS

- * This Code of Practice is a quasi-legal document. Every operator of ASLI must endeavor to meet the requirements set out in this Code of Practice.
- * The Code of Practice is enforceable as a contract by a resident and prevails over any less favorable provision in the resident's occupation right agreement.

- * The Code of Practice must be given effect to in any occupation right agreement offered to a resident.
- * The operator must make a copy of the Code of Practice available to every resident and intending resident on request.
- * A resident can give a dispute notice for a breach of the Code of Practice.
- * The operator must provide every intending resident with a copy of the Code of Practice along with the disclosure statement, occupation right agreement, and Code of Residents' Rights before the intending resident enters into an occupation right agreement. If the Code of Practice is not yet in force the operator must state in writing when it comes into force.
- * A disclosure statement must include the following:
 - a All prescribed details of any exemption from the requirement to comply with any provision of the Code of Practice.

PART II

POLICIES & PROCEDURES

- * The operator must have, maintain, and implement written policies and procedures for all the requirements of this Code of Practice. The policies and procedures must:
 - a meet all relevant legal requirements and the requirements of this Code of Practice
 - b be written in a way that residents can understand
 - c be accessible to residents.
- * The operator must:
 - a inform residents and intending residents about the policies and procedures
 - b inform residents and intending residents about how the operator meets the requirements of the Code of Practice
 - c give residents and intending residents a copy of the policies and procedures, on request.
- * The operator must regularly monitor and review policies and procedures to make sure they are still effective and appropriate.
- * The operator must inform all residents in writing before changing any policies, procedures, and systems in a way that will, or may, have a material impact on residents' occupancy or their ability to pay for services and facilities.

Safety and personal security policy :

- * The operator must have, maintain, and implement a written policy that:
 - a sets out how their own staff codes of conduct, and any management practices for the senior living and the physical environment (the grounds, facilities, common areas and residential units) help maintain and enhance all residents' safety and security.
- * The operator must provide a written copy of the safety and personal security policy to residents and intending residents on request.

Examples of safety measures include:

- a. gradients and surfaces;
- b. door and access widths;
- c. stairs, lifts and railings;
- d. communication aids to make the everyday environment more manageable;
- e. heights and location of work surfaces, appliances, cupboards, light switches, power points, telephones and call points.
- f. Operation of Fire alarm and panic buttons.

Examples of security measures include:

- a. fencing,
- b. security patrols,
- c. lighting, alarms,

d. locks, and door / window fittings.

Examples of management practices include:

- a. plans, policies and procedures;
- b. staff ratios, qualifications and training;
- c. systems for identifying and eliminating or minimizing risks and hazards;
- d. checking and Maintenance of all equipment;
- e. regular contact and communication with residents and their right to be treated with courtesy;
- f. reporting to the residents and the statutory supervisor (if there is one);
- g. addressing issues raised by, or on behalf of, residents;
- h. reviews of management practices.

Safety and security processes, procedures and systems :

- * The operator must have, maintain, and implement the following processes. These are aimed at maintaining and enhancing the safety and personal security of residents of the senior living.
 - a a policy that provides for the safety and personal security of residents
 - b a procedure for reviewing the safety and personal security of residents
 - c a procedure for responding to all safety and personal security needs of residents and others
 - d a procedure for security if no staff members are present

INDUCTION PROCESS

- * The operator must have, maintain, and implement an induction process to inform residents about this Code of Practice.
- * If the operator has to give a notice to a resident in accordance with this Code of Practice, the notice must be in writing. If the resident has a representative then the notice must be sent to the representative.
- * An operator must inform residents about the circumstances under which the operator has the right to enter a resident's residential unit and the amount of notice which the resident will receive in each case. Circumstances may include:
Emergencies, installing, checking and maintaining smoke alarms or specified systems carrying out minor repairs and maintenance or refurbishing or upgrading the residential unit.
- * Notice may be waived in cases of emergencies. However, in all other cases the notice period must be reasonable and take into account the: amount of time that the operator will require access to the unit, level of disruption to the resident's use of the unit during that access.
- * During this process residents have the right to be treated with courtesy and have their rights respected.

PART III

OCCUPATION RIGHT AGREEMENT

- * The occupation right agreement for a residential unit that is owned by an operator must:
 - a provide that, except in certain specified circumstances (if any), if the unit is damaged or destroyed the operator must fully repair or replace it as soon as practicable
 - b state the circumstances (if any) when a unit that is damaged or destroyed may not be fully repaired or replaced
 - c state the procedure to be followed if the unit is not to be fully repaired or replaced if it is damaged or destroyed.
- * The operator must inform residents in the occupation right agreement whether they will provide temporary accommodation or facilities while a residential unit or facility is being repaired or replaced after an insured event.
- * If an occupation right agreement allows a resident to transfer from an independent self-care residential unit to a unit in the senior housing where a higher level of care will be provided, it must set out the terms of transfer. The terms of transfer must include, but need not be limited to, the following:
 - a the circumstances under which the transfer may be initiated and by whom
 - b whether residents have priority over outside applicants
 - c whether the transfer depends on:
 - i a suitable residential unit being available
 - ii suitable care being available
 - iii the resident being assessed as suitable for the available care
 - d that residents affected have the right to:
 - i be given information on all available options
 - ii have an independent assessment (including a needs assessment)
 - iii be consulted, along with their family or representative.
- * The occupation right agreement must set out the financial and other arrangements that apply if a resident transfers from an independent self-care residential unit to a unit in the senior housing where a higher level of care will be provided. These include:
 - a any changes in charges to the resident as a result of the transfer
 - b other arrangements for the transfer, such as the physical transfer of the residents and their personal belongings
 - c any other costs incurred by the transfer, and who is responsible for those costs.

A] STAFF

- * If the organization has staff, whether paid or unpaid, the operator must have, maintain and implement written policies, processes, and procedures for staff selection, training, and ongoing supervision.
- * The operator's policy and procedures for staff must set out the:
 - a appropriate qualifications needed for staff employed for specific positions
 - b appointment process for staff without appropriate qualifications, if the potential staff member can demonstrate appropriate work experience

- c appointment process for staff without appropriate qualifications and experience, if the potential staff member demonstrates a willingness to undertake the appropriate training and is willing to be supervised as required
- d requirement for a recognised first aid qualification for particular positions.
- * The operator must have an induction process to familiarise staff with this Code of Practice, their own staff codes of conduct, and any management practices and what it covers. All staff must complete this process.
- * All staff will carry identification while on duty so residents can check their identity. The operator must inform residents and intending residents about staff employed which includes:
 - a roles
 - b relevant qualifications (for example, first aid, nursing, languages known) and experience
 - c specific qualifications or training relating to residents with particular needs (for example, strokes, dementia-related conditions)
 - d skills in communicating with residents with limited ability to communicate (for example, sign language, speech therapy)
 - e skills in communicating with residents who speak languages other than English if staff are on site and, if so, when they are at the senior housing.
- * Staff should be appropriately qualified and experienced for their role and the responsibilities to be carried out. The operator must:
 - a use an appropriate process to select staff
 - b take reasonable steps to make sure that a new staff member is suitable for the position for the senior living
 - c check a prospective staff member's references and past employment.
- * The operator must provide ongoing training and ongoing supervision to make sure staff competence is achieved and maintained.
- * If a staff member does not meet the requirements for the role they are employed in, they may still be employed by the operator. However, the staff member must:
 - a be supervised by a suitably qualified and experienced staff member
 - b take part in training to meet the requirements for the role.

B] SAFETY & PERSONAL SECURITY OF RESIDENTS

- * The operator must have measures and systems in place to protect the residential units, facilities and indoor areas in the senior housing from fire.
- * The operator must make sure that every residential unit, facility and indoor area in the senior housing is fitted with smoke alarms in a manner that meets the requirements of the Building Code.
- * The operator must supply, install and maintain smoke alarms, and:
 - a check the working order of interconnected smoke detection systems agreed with the building approval authority or local PWD, as a requirement of the compliance schedule (operators can set out in the compliance schedule the testing period)

- b check the working order of other smoke alarms in accordance with the manufacturer's guidelines
- * The operator must have an evacuation scheme or procedure in place for the safe, prompt and efficient evacuation of the occupants from the scene of a fire or other emergency, as required by the relevant Fire Regulations of the state or Municipal council.
The operator must make sure that:
 - a staff are trained and aware of their responsibilities for operating the evacuation scheme
 - b there are regular fire and evacuation drills
 - c a written record is made of each fire and evacuation drill and these records are kept at the senior housing.
- * The operator must:
 - a give a written copy of the evacuation scheme or procedure to residents and intending residents on request
 - b give a written copy of the fire and evacuation drill records to residents and intending residents on request
 - c regularly check and review the evacuation scheme or procedure.
- * The operator must have, maintain and implement a written policy setting out how emergencies in the senior housing are dealt with. This policy should be provided to residents and intending residents on request. Emergencies covered should include: fire, earthquakes, floods, medical emergencies, damage to units or facilities and security issues. The policy must include the following details:
 - a written instructions for residents on the emergency procedure
 - b the emergency procedure for the senior housing shall be practiced and recorded at least every six months or more often if required
 - c who responds in an emergency and how they are qualified to manage an emergency situation
 - d expected response time

C] FIRE PROTECTION & EMERGENCY MANAGEMENT

- * The operator must have, maintain, and implement a written policy for fire protection and emergency management that sets out and meets the requirements of this Code of Practice and all applicable statutory requirements.
- * The operator must give a copy of the fire protection and emergency management policy written in an easily readable format to residents and intending residents on request.
- * The operator must clearly instruct all residents and staff in the senior housing's fire protection and emergency management policy and associated systems and procedures. All staff must be familiar with and participate in this process.
- * The operator's fire protection and emergency management policy must set out how it provides access to, from, and within buildings for people with disabilities.
- * The operator must provide these details in writing to residents and intending residents on request.

D] RESIDENT'S COMMITTEE

- * Residents have the right to form a residents' committee and agree their own rules for running the committee. These committees are for only cultural and social events and not for participating or running the Commune.

E] COMPLAINTS FACILITY

- * The operator must ensure that the resident who has made a complaint is regularly kept informed about its progress.
- * The operator must follow the senior housing's complaints procedure.
- * Operators may offer residents a mediation service for informal discussions as a first step to resolving the complaint.
- * If a complaint is about the resident's occupation right agreement, any proposed action on the subject of the complaint must be suspended until the complaint is resolved. This is unless the operator, after consulting the Commune Manager, decides that it is in the best interests of the senior housing as a community to continue with the proposed action.
- * If a complaint is resolved by mutual agreement, the resolution must be recorded and then signed by, and copied to, all parties.
- * The operator must have a procedure for deciding complaints where resolution through the senior housing's complaints system is not possible.

F] MAINTENANCE & UPGRADING

- * The operator must maintain all buildings, plant, and equipment in clean and safe working order, suitable for their intended use.
- * The operator must have, maintain, and implement a procedure that ensures requests from residents for minor repairs, maintenance, and emergency repairs of senior housing property are attended to without unnecessary delay.
- * In particular, the operator must:
 - a reply to all non-urgent maintenance requests and give residents an expected timeframe for the maintenance to be done
 - b tell residents in writing the name and contact details of a person to contact about minor repairs and maintenance requests (this may be the senior housing operator, manager, or other employee of the senior housing)
 - c have, maintain, and implement a process for responding to urgent requests for emergency maintenance of senior housing property.
- * Where possible, operators or the person dealing with a maintenance request should tell the resident the name of the company that is doing the work. The contractor representing this company should be encouraged to carry official identification confirming their right to enter the premises.
- * The operator must periodically review maintenance agreements for senior housing property.

- * The operator must consult all residents in writing if the proposal for funding the costs of maintenance and periodic upgrading will, or may, have a material impact on residents' occupancy or their ability to pay for services and facilities in the senior housing.
- * If the operator requires residents to contribute to the funding of long-term maintenance and replacement of senior housing property

G] INSURANCE POLICY

- * The operator must take out and keep in force a comprehensive insurance policy, or must ensure that a policy is taken out and kept in force. The policy must cover accidental physical loss or damage to senior housing property, including residential units that are owned by residents. The policy must be for full replacement of the unit.
- * Where operators are responsible for the insurance, they
 - a may include business interruption insurance, temporary accommodation insurance, and adequate liability insurances
 - b must inform the resident what cover is provided in circumstances where the operator is unable to obtain full reinstatement insurance.
- * Insurance policies must state the:
 - a responsibilities and liabilities each of the operator, residents, and Manager as the insured parties
 - b any exclusions of insurance cover for the insurance policy.
- * The operator's insurance policies must:
 - a be clear about the operator's and the resident's responsibilities for insuring the contents of the residential unit.
 - b be available for residents to view on request.

H] TERMINATION OF OCCUPATION RIGHT AGREEMENT

- * A resident must be entitled to terminate their occupation right agreement for any reason and at any time. The resident must give the period of notice specified in the occupation right agreement. If no notice period is specified the resident must give the operator at least one month's notice in writing.
- * The operator and resident may agree to terminate the occupation right agreement if the resident's unit or the senior housing is destroyed or damaged beyond repair in specified circumstances set out in the occupation right agreement. For example, it may be that repair or reinstatement of the unit is not practicable because of the extent of the damage or destruction and because:
 - a the necessary building consents cannot be obtained, or
 - b the insurance money needed to repair or replace the unit cannot be obtained or is not enough to replace the property damaged or destroyed.
- * The operator must consult the resident to decide whether it is practicable to repair or replace the unit.
- * An occupation right agreement may give the operator the right to terminate the agreement on the grounds set out in this clause.

- * An occupation right agreement is automatically terminated when the resident dies. If the occupation right agreement applies to more than one named resident, the agreement is terminated when the last surviving resident dies.
- * A resident's occupation right agreement may permit the operator to terminate the agreement if a medical practitioner, after assessing the resident, certifies that the resident's physical or mental health is such that the resident or other residents cannot live safely in their units. The following conditions apply to this right of termination:
 - a the medical practitioner, who in the first instance should be the resident's regular medical practitioner or otherwise may be another medical practitioner appointed by the operator, must be independent of the operator
 - b the assessment by the medical practitioner must take into account the care, support, and facilities offered in the housing, including the opportunity to transfer to a higher level of care support services that could be brought in from outside the senior housing to support the resident to remain in their unit
 - c the resident (or support person or holder of an Enduring Power of Attorney holder) may, as part of being consulted on the proposed termination, obtain a second medical opinion and present it to the operator.
- * The operator may have grounds for termination of a resident's occupation right agreement if the resident has materially breached the agreement. The following conditions apply to this right of termination:
 - a the operator must have notified the resident in writing of the operator's intention to terminate the occupation right agreement unless the breach is remedied
 - b the operator must have given the resident reasonable time, not less than one month, to remedy the breach
 - c the operator must have taken into account the nature and extent of the breach in determining the time given for the resident to provide a remedy
 - d the resident must have failed to remedy the breach in the time given.
- * The operator may have grounds for termination of a resident's occupation right agreement on the grounds of abandonment. The following conditions apply to this right of termination:
 - a the operator must have made reasonable enquiries and determined that the resident has permanently abandoned the residential unit
 - b the operator must have notified the resident in writing of its intention to terminate the occupation right agreement unless the resident reoccupies the residential unit
 - c the resident must have failed to reoccupy the unit in the time given.
- * The operator may have grounds for termination of a resident's occupation right agreement if the resident, intentionally or recklessly, has caused or allowed or is highly likely to cause or allow:
 - a serious damage to the residential unit or facilities, or damage which has become serious because it continues

b serious injury, harm, or distress to the operator or another resident, or to an employee or guest of the operator or the resident

* The following conditions apply to this right of termination:

a the operator must have notified the resident of its intention to terminate the occupation right agreement unless the damage, injury, harm, or distress is remedied in a specified time that is reasonable under the circumstances. The operator must have taken into account the nature and extent of the damage, injury, or harm in determining the time given for the resident to provide a remedy.

b the resident must have failed to remedy the damage, injury, harm, or distress in the time given.

* The operator must comply with the following process before exercising any right to terminate an occupation right agreement.

* If the occupation right agreement gives the operator the right to terminate the agreement, the operator must issue a notice of intention to terminate that includes the following information:

a the date the notice was issued

b the specific terms and conditions in the occupation right agreement and this Code of Practice which must be complied with to terminate the resident's occupation right agreement, the proposed grounds for termination, and how they apply to the resident's actions

c the process and the timeframes involved, such as periods to remedy or the dispute resolution process

d that the resident has the right to information about any matters affecting, or likely to affect, the terms or conditions of their residency

e that the resident has the right to refer any dispute to a disputes panel

f that the resident has the right to involve a support person or people to represent them

g that the resident, or their representative, has the right to be consulted. This includes the resident or their representative having the right to make representations and have those representations taken into account by the operator.

* If the operator has complied with all the necessary clauses and still wishes to terminate the occupation right agreement, the operator must issue the resident a written notice of termination. The termination notice must state the following:

a date issued

b grounds for termination

c specific terms and conditions in the occupation right agreement and this Code of Practice that entitles the operator to terminate the resident's occupation right agreement

d the right of the resident to give a dispute notice

e that the operator may suspend the action if the resident has a complaint about a decision in relation to the occupation right agreement.

f the period of notice.

- * If the operator terminates a resident's occupation right agreement the operator must, within five working days of the date on which the termination takes effect, pay all sums due to the resident.
- * Operator's process for exercising the right to terminate the occupation right agreement:
 - a This clause only applies to occupation right agreements where the operator has the responsibility for the sale of the residential unit.
 - b If an occupation right agreement entered into after a certain period says that the resident must pay or contribute to the costs of refurbishing their residential unit after termination, the refurbishment process must be set out clearly in the agreement. The refurbishment process must:
 - i set out the terms of the operator's right to enter the residential unit to do the work
 - ii identify how the cost will be divided between the operator and the resident
 - iii set out the rights (including consultation) and obligations of the former resident (or the estate of the former resident, or the holder of an Enduring Power of Attorney for Property) in the refurbishment process.
- * Payments due to the resident on termination or end of occupation

Charges for personal services:

The operator must stop charging a resident for personal services on the date the resident stops living permanently in the residential unit.

Fixed deductions :

Fixed deduction is also known as a facilities fee or deferred management fee.

- a The fixed deduction must not accrue past the date on which the resident is paid the amount payable to them on termination of the agreement.
- b Details of fixed deductions must be set out in the disclosure statement.
Payment after sale or disposal of the residential unit by the operator
- * If an occupation right agreement allows the operator to sell or dispose of the former resident's unit, the operator must pay all money owing to the former resident no later than five working days after the date the operator receives payment in full from the new resident.

I] COMMUNICATION

- * Communicating with residents for whom English is a second language
 - a If a resident is not able to easily communicate in English, the operator must – at all times when the rights and obligations of the resident may be affected – use an interpreter who is fluent in both English and the resident's preferred language. The operator must not charge the resident for the cost, if any, of the interpreter.
- * Communicating with residents with limited ability to communicate
 - a If the operator is aware that a resident or intending resident has a limited ability to communicate the operator must – at any time when

the rights and obligations of the resident may be affected – inform the resident of their right to use a support person or representation.

Communication policies, systems and procedures

- * The operator must have, maintain and implement written policies and procedures for communicating with residents or intending residents. The operator cannot pass on to a resident the cost of meeting this requirement.
- * The operator's policy must cover how the physical environment and management practices at the senior housing make it possible and easy to communicate with all residents. Examples include:
 - a large print in written materials
 - b signs and communication aids that residents can see, hear, or touch to make communication more manageable
 - c translations in languages other than English
 - d alternative ways of communicating (audio, video, electronic text, Braille)
 - e staff communication skills
 - f availability of an interpreter.
- * The operator must set up a system for informal, regular communication with the residents, for example newsletters and notice boards.
- * The operator or a staff member may provide support, if appropriate, but may not act as a representative of the resident.

PART IV

OTHER USEFUL INFORMATION

- * Each resident or intending resident of a senior housing has the right to be promptly informed by the operator about any matter that would or might have a material impact on –
 - (a) the occupancy right, or rights to quiet enjoyment, of the resident or intending resident;
or
 - (b) the charges levied on the resident or intending resident for his or her occupancy right, or right to services and facilities, within the senior housing.