



MASTER DOCUMENT FOR PERSONS WITH DISABILITIES

Integrated Community Framework for Senior Citizen's with dependant PsWD

MDP – THE MODEL FOR INCLUSIVE LIVING

For us, living solutions means inclusivity. Every problem presents an opportunity to serve. And working on the MDP was one such example. When we at Team CovaiCare, was asked to design an inclusive living model based on our retirement communities by *Ms. Neena Wagh, Secretary of Autism Society of India (ASI)*, we took up this challenge as an opportunity.

We thank Ms. Neena Wagh for her confidence in us. To design a solution will mean understanding the requirements of all stake holders. Parent, child and the eco system. There are no shortcuts to solutions. We firmly believe in this.

A model that is created should provide care with passion and compassion, addressing main expectations of the parents. In evolving this model, we went through the process of identifying existing models, understanding their strengths and shortfalls, and more importantly if it catered to the needs of the parents and the child. The model outlined in this Master Document for persons with Disability (MDP) is an inclusive living model. We will be evaluating this model with the changing demands and make it more adaptable. Parents of special need children will be our knowledge partners in implementing the changes. Experiences come from insights and insights will become inputs.

During the time we evolved this model, we met with a number of parents across India. We looked at models overseas. Institutions like AFA and some NGO's working in this space offered us valuable inputs, helping us design a practical model based on their inputs. Our special thanks to Ms. Akila Vaidyanathan and Mr. Sriram Narayan (Amaze Trust) for their commitment to make the world a better place for these children and their parents to live in. Their involvement and advice and the untiring efforts of my colleagues Ms. Jayapoorani and Mr. Nanda Kishore (CovaiCare), translated our vision into this model.

A question that we faced from most parents we met was "who after us??" In a society, where joint families have been replaced by nuclear families, where trust is losing its meaning, this question that is frequently asked by parents of special needs children. The success of the model will be in its effectively addressing this question. And only time can give the answer.

These are early days. Success is never easy. We believe we need to persevere with dedication, commitment and willingness to adapt to change, so that we can provide almost the lifestyle that their parents would have given to their special needs children.

May God be with us in this endeavour.

With kind regards

Colonel A Sridharan, VSM
Managing Director

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CovaiCare

DEFINITIONS:

PsWD – Persons with Disabilities for the purpose of this document, it is Persons with intellectual Disabilities, more specifically, persons affected by Autism, Down syndrome, Cerebral Palsy, Learning Disability including where multiple disorders exist that impede them from managing themselves independently in a social environment and who need assistance. However, Person's with Physical disabilities will also be included as they will also need support and assistance in managing themselves independently.

Parents – Biological or Adopted parents of the PsWD. Also includes a single parent.

Guardian – Any individual appointed by the Parents/legally act on behalf of the Parents of the PsWD to take care of the PsWD.

Trust – A legal arrangement by which an individual or individuals or an institution gives assets another individual or individuals or an institution called as **Trustees**, to hold the legal title of the assets for the benefit of ONE individual or a group of individuals called as **beneficiaries**.

Public Trust – A Trust established for a social cause and the beneficiaries are not discriminated by caste, colour or religion. In this document it is referred to **CovaiCare Trust**.

Private Trust – A Trust established for the benefit of ONE individual or a specified group of individuals. In this document it is referred to the **Community Trust** established for a specific retirement community and the **PsWD Beneficiary Trust** established for an individual PWD.

Trust Funds – Financial Assets legally owned by the Trustees of the Trust on behalf of the **beneficiaries** of the Trust.

Covai - Covai Property Centre (India) Pvt. Ltd, is a company incorporated under Companies Act 1956 and having its registered office at CovaiCare Towers, Gem Nirmaalayam, VG Rao Nagar, Ganapathy, Coimbatore – 641 006 and it is involved in real estate development and construction including creation of Retirement Communities for Senior Citizens.

Retirement Community – A residential Community for senior citizens developed by **Covai**, under its brand name **CovaiCare**, with services and care provided by its group company **Covai Senior Citizens Services Pvt. Ltd. (CSCS)**.

Freehold Property - The villa or dwelling in which the parents invest is Freehold property i.e. it is registered in the name of parents who are the owners. Free hold property gives the right to the owners to sell/mortgage the property at their free will. In the case of lease hold model, the property is owned by the developer and lease rentals are taken.

Dwelling – The Villa/Flat (retirement home) in the retirement community into which the parents/guardian of the PsWD will move into along with the PWD.

Hostel Room – The residential unit allotted to the PsWD in the retirement community.

Expenses – Charges incurred for the PsWD care and living.

INTRODUCTION:

The concept of an integrated community for Senior citizens and senior citizens with dependents who are Person's with intellectual disabilities (PsWD) and, living within a senior citizen community is offered by Covai Property Centre (I) P Ltd, Coimbatore (hereinafter referred to as **Covai**) as part of its brand **CovaiCare** in select retirement communities set up by Covai across India.

This concept is based on the need expressed by parents, looking for an environment that would provide lifelong care and inclusive residential support for Person's with intellectual disabilities, who are able to live independently with adequate support systems and, who can also live as part of the retirement community after the demise of the parents.

The **principles** upon which this concept has been evolved are: -

- a) Fostering an atmosphere of **acceptance** of the PsWD as an integral and inclusive part of a retirement community.
- b) **Integrating** parents/guardians of PsWD in the community activities with other residents of the community and thus providing **moral support** to them.
- c) **Enabling camaraderie** amongst Parents/Guardians of PsWD resulting in **mutual support** for the care of the PsWD.

Thus said, the retirement community will provide the answer to the lurking question amongst the parents of PsWD - "**what after us?**"

The question is very relevant since parents are worried about the safety, care and well being of their PsWD dependents after their demise. While there are many options available for the care of the PsWD, what **CovaiCare** offers is a joint endeavor by the Management of Covai and the parents of the PsWD, as Trustees of distinct Trusts, which will play an active role in the care and welfare of the PsWD in the retirement community. The concept evolved for looking after PsWD by **Covai** is unique and no such model is available as on date in India.

The concept is based on a Governance Model by establishing Trusts namely, **CovaiCare Trust**, a **Community Trust** and an individual PsWD **Beneficiary Trust**. Thus there is blend of institutionalized management of care of the PsWD with the active participation of the parents of the PsWD as well as the senior citizens in that retirement community who become the foster parents.

The concept also focuses on residential and medical care supports, activities and engagement of PsWD.

The concept, rules, regulations, legal formalities, indemnities for protection of the PsWD and Guidelines for taking care of PsWD along with the details of residential support, life-long medical care, activities, engagement of PsWD etc. are part of this document named **Master Document for Persons with Disabilities (MDP)**.

PHILOSOPHY OF THE CONCEPT OF CARE FOR PWD:

- a) The parents of the PWD invest in a dwelling in the retirement community created by Covai.
- b) The PWD is also allotted a hostel room, which is to be furnished by the parents of the PWD as per the requirement of their Special child. This room is the one where the PWD will live after the demise of his or her parents. Even if the PWD can live in the premises of his or her parents, the hostel room will be allotted as one cannot predict as to when the said PWD cannot live in his or her own premises and may need to move to the hostel room.
- c) On the demise of the parents, the CovaiCare Trust sells off the dwelling and the amount realized less tax if any payable is deposited in the Beneficiary Trust created for each PWD.
- d) Only the interest amount to meet the expenses, as assessed by the Community Trust for the care of the PWD, will be spent and the balance of interest accrued would be added to the Principal in the Beneficiary Trust. The assessment of the expenses incurred and to be incurred on the PWD will be based upon factors like current expenses, probable future needs (including medical). The state of care required, hospital admissions (probable), medicines, routine expenses etc.
- e) On the demise of the PWD, the amount available in the Beneficiary Trust will be paid off to the beneficiaries as per the Last WILL and Testament of the last surviving parent.
- f) The hostel room would then be returned to CovaiCare Trust to be allotted to another PWD whose parent wish to invest in a dwelling in the said retirement community.

RULES RELATING TO THE PROPERTY:

- a) The PWD parent has to buy the property, which will be freehold and the sale deed will have a "conditional sale clause" whereby after their demise the property will be bequeathed to CovaiCare Trust. This is necessary to ensure that the parents do not change the WILL during their lifetime.
- b) The property, which is allotted under PWD quota, **has to be compulsorily sold** on the demise of the parents and it **cannot be passed on** to any legal heirs or any third party, as the money from the sale is required as corpus for the PWD in his or her Beneficiary Trust.
- c) The parents/guardians as the case may be, are required to write a **WILL** bequeathing their entire property to be sold by the CovaiCare Trust and the sale proceeds are to be deposited in their PWD Beneficiary account.
- d) They will also **give an undertaking** to CovaiCare Trust that *the WILL that has been written, registered and handed over to CovaiCare Trust, which ensures that the entire property can only be sold by CovaiCare Trust on the demise of the parents of the PWD or in case of physical or mental disabilities of the parents, which necessitates them being moved to an Assisted or Memory or Palliative Care unit, will not be changed at any cost.*

- e) CovaiCare Trust will be appointed as an **Executor of the WILL** by the parents/guardians as the case may be, which will be **registered**.
- f) Should any parent after executing the Registered WILL in favour of CovaiCare Trust **changes the WILL to any other person or entity** during their lifetime and, which comes to light after their demise or incapacitation, the *nominated Guardian* will have to *vacate the said property along with the PWD* since, there will be no money in that PWD's Beneficiary Trust from the sale of the property.
- g) However, if the parents or the Guardian provide for adequate funds from other sources in the concerned Beneficiary Trust to meet the care and other expenses of the PWD as assessed by the Community Trust, the said PWD may continue to live in the said Community.
- h) After the demise of the parents, if the guardian defaults in providing necessary funds for the care and living of the PWD or deserts the PWD, the PWD will be sent to any Government institution catering to orphaned PsWD. This is subject to (g) above.
- i) While Covai and CovaiCare Trust do not expect this eventuality to ever occur, as a matter of abundance caution, these clauses will be included in the Agreement/ Undertaking given by the parents/guardian of the PWD to CovaiCare Trust.
- j) Since the aim is to make the PWD have maximum amount in his or her Beneficiary Trust, the dwelling will be sold at market rate and the money **less** the Capital Gains and other taxes as applicable, if any, will be deposited in the concerned Beneficiary CovaiCare Trust.
- k) The new buyer will pay the market cost specified at that time by CovaiCare Trust for the Freehold property as well as pay other taxes, levies etc.

RULES IN CASE OF DEMISE OF THE PWD BEFORE PARENTS:

- a) The parent/s will return the hostel room to CovaiCare Trust and take back the amount, if they have paid for the same.
- b) The parents may decide to move out of the premises. They can sell the property or give it on rent for which Covai will provide necessary support and assistance.
- c) The parents can pay the maintenance charges and keep the property unoccupied.
- d) The parents can continue to live in the premises until their demise and the property will be disposed off as per their WILL, as in the case of other owners.

GOVERNANCE MODEL:

The Governance Model is the backbone of the integrated community model. Through this model, the lifelong care of the PsWD in the integrated community will be established and institutionalised. The

model establishes the physical and financial security of the PsWD within the integrated community framework.

Three distinct **Trusts**, as explained in detail in this document will be incorporated. The Trustees and authorised employees of each Trust will oversee the establishment and implementation of the PsWD Care.

APEX TRUST:

The Apex Trust named **CovaiCare Trust** is a Public Charitable Trust that is established with the main purpose of providing residential, recreational, vocational training facilities in terms of infrastructure creation and its maintenance and medical treatment assistance, as well as spelling out policies to be followed by the Community Trust and over see the governance of Community and Beneficiary Trusts as spelt out in this document.

Boards of Trustees of Covai Trust will, at all times, consist of a minimum of 3 Trustees and maximum of 7 Trustees, as spelt out below.

Family members / direct descendants, of Col (Veteran) A Sridharan.	2 Trustees
NGO with whom Covai Trust is associated with (in this case it is from The Amaze Charitable trust, who run a vocational programs for PWD in Coimbatore).	1 Trustee
Parent of a Special Needs Child	1 Trustee
Auditor / chartered accountant of repute	1 Trustee
Lawyer of repute.	1 Trustee
A renowned socially active person.	1 Trustee

At any point in time, the Board of Trustees will always have at least one family member / direct descendant of Col (Veteran) A Sridharan and one representative from the NGO associated with Covai Trust.

As a Public Trust, it will raise funds through donations from the public; receive grants from government and private bodies by providing relevant tax exemptions to the donees. The parents of the PsWD, who are residing in the community, may also donate moneys to the CovaiCare Trust (as gratis for taking care of the PsWD) to be used for creating additional facilities or amenities for PsWD. The funds thus received will be directed mainly to the beneficiaries who are PsWD

In the context of the *integrated community*, the CovaiCare Trust, will:

- Provide financial and technical assistance to the residential communities in constructing and creating the residential, recreational and vocational training facilities for PsWD in the community as Capital expenditure, as well as meet expenses for any expansion of the facility and periodic maintenance like painting, additions / replacements of equipment, furniture, furnishing etc. as needed by that facility. However, the routine maintenance of these facilities will be part of the payout by the parents of the PsWD (during their lifetime), or the individual PsWD Beneficiary Trust, as applicable.

However, till CovaiCare Trust gathers adequate funds, the cost of these facilities will be borne by the parents of PsWD as spelt out by CovaiCare in the legal agreements signed with the parents of the PsWD with the proviso that the CovaiCare Trust would guarantee to refund the amount paid by individual parents over a period of time based on the availability of funds with CovaiCare Trust. The amount so paid, as *Refundable Deposit* would not carry any interest burden.

- Engage NGOs and experts to provide training for Caregivers and vocational trainings, which is generally applicable to all PsWD in the community and not specific to any PsWD, through nominated NGO selected by CovaiCare Trust, and the said cost of such training will be borne by CovaiCare Trust.
- Provide medical treatment assistance to the PsWD in the community, when the amount required for medical treatment exceeds the interest saved in each PsWD account. The routine medical expenditure will be borne by the parents of the PsWD (during their lifetime), or the individual PsWD Beneficiary Trust, as applicable.
- Support any specific need of any PWD as decided by the Trustees of the CovaiCare Trust.
- Own and/or lease residential accommodation of PsWD (hostel, activity centre etc., that are specific to the care of PsWD) in the community.
- Participate in an advisory role for the physical and emotional well being of the PsWD in the community and support financially for any such activity as required and approved by the Trustees of CovaiCare Trust and the respective Community Trust.
- To oversee the appointment of an authorised signatory of the Community Trust, for the Individual PWD Beneficiary Trust.
- Liaise with *Covai* (Covai Property Centre India Private Limited) on any matters arising in the respective retirement Community.
- Nominate Trustees in the Community Trust, to ensure that the composition of Trustees as defined in this document is maintained.
- Approve the nomination and retirement of the trustees of the Community Trust.

The role and responsibility of Covai Property Centre India Private Limited and the CovaiCare Trust is annexed to this MDP (**Not annexed now**)

COMMUNITY TRUST:

- a) Community Trust is a private trust that will be established for the sole purpose of providing lifelong care for the PsWD within each community.
- b) As a **Private Trust**, the community trust can also receive donations, grants and gifts from the public or any other person or institution or body and it will be used for the benefit of the PsWD in that community only.
- c) Community Trusts thus created, will be named with the prefix of the concerned retirement community project (for example – **Covai Chinmayam Community Trust**)
 - i. The first trustees of the community trust will be primarily four (4) parents of the PsWD residing in the community, one (1) management representative from CovaiCare and two (2) outsiders, one (1) of whom could preferably be either a Neurologist or a Psychologist or a Physiotherapist and the other (1), a socially inclined well known person. *However, CovaiCare Trust can change this subject to availability of suitable persons, but will try to maintain the same composition or revert to the composition spelt out at the earliest.*
 - ii. Every trustee will hold office for a maximum period of 2 years. New trustees will be nominated by the Board of Trustees in consultation with CovaiCare Trust to fill in the place of retiring trustees. However, in case no new parent trustees are available, then, the existing parent trustees’ tenure may be extended in consultation with the CovaiCare Trust.
 - iii. On the date of formation of the Community Trust, all trustees will be inducted. In case it is not possible to induct any outsider trustees, on the date of formation of the trust, the decision for induction of the outsider trustees will be deferred until suitable persons are found. However, the community trust will be formed with the parents and management representative from Covai, with the understanding that the outsider trustees will be inducted at a later date but at the earliest.
 - iv. The tenure of each category of trustees, will be based on the following guidelines:

Trustee Category	Tenure	Remarks
Parents of PsWD	2 Years	The following rotation method will be adopted for the retirement of the <i>first trustees</i> so that all four (4) trustees do not retire on the same day: 2 years after the formation of the Community Trust, 2(Two) of the first trustees will retire 3 years after the formation of the Community Trust, 2(Two) of the first trustees who have completed 3 years as trustees will retire.
Management Representative from Covai	No specific tenure period	Tenure will be decided by Covai in consultation with CovaiCare Trust
Outsider Trustees	2 years	The tenure is extendable by CovaiCare Trust

ADDITIONAL GUIDELINES FOR THE APPOINTMENT AND RETIREMENT OF THE TRUSTEES OF THE COMMUNITY TRUST:

PARENT TRUSTEES (4 NOS):

- Only one Parent, either the mother or the father or in case the PWD is residing with his or her Guardian then even the Guardian of PsWD can become a Trustee. Between the couple, if one of them becomes a Trustee, the other cannot become a Trustee at the same time and until all families have been given an opportunity to be a Trustee. The endeavour is to give all the parents of PsWD an opportunity to serve as Trustees of the Community Trust, unless they are reluctant to become one.
- If for any reason, a Trustee is unable to complete his or her tenure, the parent of another PsWD will complete the balance of the tenure of that Trustee and he/she would be selected by the parents of the PsWD
- A trustee who has completed his term cannot be re-nominated as a trustee until the expiry of 2 years from the date of his / her retirement from the Board of Trustees unless situation so warrants and this will be done with the approval of CovaiCare Trust.
- In case of dispute in either the nominations of the trustees or their tenure or changeover, majority view of the Community Trust will prevail. For such resolution, a trustee of CovaiCare Trust would act as the observer to ensure that the dispute is resolved.

ALL TRUSTEES:

- In case any trustee wishes to retire voluntarily or is found incapable of holding the office of a trustee, for any reason whatsoever, the Trustees from that community can appoint another Trustee with the concurrence of CovaiCare Trust, and the term of office of the trustee will be decided at the time of appointment.
 - The Board of Trustees will have a minimum number of 5 trustees and a maximum of 7 Trustees at any point of time. If for some reason, the four Parent trustees cannot be found, CovaiCare Trust would induct suitable resident owner(s) of that retirement community or from outside the community into the Community Trust
- d) The trustees of the Community Trust will inter-alia:
- i. Become the custodian of all documents, relating to the PsWD in the Community.
 - ii. Become the guardian for the PWD, after the demise of the parents of the PWD or in case the parent / guardian becomes incapacitated during his / her / their lifetime.
 - iii. Conduct periodic assessments of the PsWD in the areas of (1) Ability and (2) Life Skills
 - iv. Monitor the intervention strategies based on the assessments

- v. Conduct periodic medical and health checkups
- vi. Monitor medical interventions
- vii. Maintain a case file for all PsWD who are residents in the community
- viii. Employ care-givers for group and individual support
- ix. Design and recommend additional recreational facilities
- x. Maintain the residential and recreational facilities meant for the PsWD in the community
- xi. Schedule and Conduct caregivers and vocational training's, by NGO's and experts selected by the CovaiCare Trust.
- xii. Engage / Employ the PsWD in vocation's based on their skills and competencies, both within and outside the said retirement community
- xiii. Sensitize Caregivers and the Community residents regarding expected behaviours from the PsWD and strategies to deal with the same.
- xiv. Afford redressal to PsWD if they have been subjected to physical or psychological abuse.
- xv. Motivate the staff caring for the PsWD to give off their best at all times for the care of PsWD and also ensure that they do not indulge in any verbal and/or physical abuse of the PsWD.
- xvi. Become a Trustee of the PsWD Beneficiary Trust in case of the demise of the Parents/Guardian, and act in the fiduciary capacity of the said Beneficiary Trust, and appoint an authorized signatory for financial transactions. An authorized representative of the Community Trust will execute the responsibilities of a Trustee in the Beneficiary Trust.

RELATIONSHIP BETWEEN APEX TRUST AND COMMUNITY TRUST:

CovaiCare Trust will oversee the activities of the Community Trust and provide any financial or knowledge support to the Community Trust. The Community Trust can seek aid from CovaiCare Trust, when there is any shortfall in the working capital in the Community Trust, if all efforts to meet the shortfall have not yielded any result. Such financial aid could be in the form of a grant or loan from the CovaiCare Trust to the Community Trust, as warranted depending on the situation.

CovaiCare Trust will also sponsor any training for the direct or indirect benefit of the PsWD in the community through selected NGO's or individuals.

CovaiCare Trust will oversee the nomination, retirement and changeover of the Trustees of the Community Trust and will also act as an observer in case of any disputes arising in the implementation of the governance model.

CovaiCare Trust is the lifeline for the Community Trust. CovaiCare Trust and Community Trust will be in perpetual existence.

PsWD BENEFICIARY TRUST:

The PsWD Beneficiary Trust is a **Private Trust**, created solely for the benefit of the individual PWD. This trust is created by the Parents of the PWD to ensure that adequate funds are available for the PWD after their demise. It is therefore imperative, that each PWD residing in the community has an individual Beneficiary Trust created for his or her benefit. Since, the Beneficiary Trust is a private trust, parents can be rest assured that the money bequeathed to their PWD dependents, would be solely used for their benefit. Since, the expenses of the PWD are to be met from the sale of the property after the demise of the parents and since this sale might take some time the parents will ensure that the Beneficiary Trust always has the specified amount of money as determined by the Community Trust based on the care requirement of the PWD so that at no point of time the PWD's care is not affected for want of funds.

While inducting the PWD into the retirement community, parents will be requested to deposit a copy of the **PsWD Beneficiary Trust Deed** to the Community Trust. In case, the said Trust deed is not available or the Beneficiary Trust has not been created, parents are requested to do so within 30 days of the PWD's induction into the retirement community. The Trustees of the concerned Community Trust will be responsible for ensuring the same.

The first trustees of the beneficiary trust will be the parents or guardian or any organisation that the parents nominate to be the trustees. Hence, Parents of the PWD will need to ensure that they nominate trustees, who would out live them to manage and administer the affairs of the beneficiary trust. It is advisable that either a sibling of the PWD or any trusted relative of the PWD be appointed as a trustee in addition to the parents of the Trust, during their lifetime.

Since the income received in the beneficiary trust will be primarily utilized for the PWD residing in the community, appointing the community trust as a Trustee of the beneficiary trust is mandated for the execution of this governance model. The Community Trust will co-hold the trusteeship along with the other trustees, in the beneficiary trust. Parents are therefore requested to include in their WILL that the Community Trust will be appointed as a Trustee of the Beneficiary Trust and will act in a fiduciary capacity. An authorized signatory of the Community Trust, whose name will be intimated to CovaiCare Trust, will execute the financial affairs of each PWD through his/her Beneficiary Trust.

Necessary documentation with the concerned bank(s)/financial institution, where the beneficiary trust funds are kept, will be carried out by the Community Trust. A copy of all such documents will be given to CovaiCare Trust.

During their lifetime, parents/guardians will be responsible for the expenses of the PsWD. However, should the physical or mental condition of the parent or guardian prevent him or her from operating bank account, Community Trust in consultation with CovaiCare Trust will take over such of the responsibilities.

All expenses incurred for the PsWD in the community will be recovered from the PsWD Beneficiary trust, after the demise of the parents. Parents of the PWD are advised to create a financial plan so that adequate funds are available in the PWD Beneficiary Trust after their demise. During the lifetime of the parents, the Community Trust, with the help of the parents of the PWD, will assess the care requirements and the expenses for daily living of the PWD, including routine medical and possible serious medical expenses. This will be documented for each PWD, as this would help in forecasting the expenses to be incurred for the PWD during his or her lifetime. Of course, it will not be possible to forecast the expenses accurately. However, data from such assessments will serve as a guideline for the Parents and the Community Trust on the financial outlay for the PsWD care, for his or her lifetime. The Community Trust, on a regular basis, will carry out such assessments and forecasts, in order to avoid surprises.

The Community Trust and the CovaiCare Trust can assist in appointing advisors or fund managers who can guide the parents in forecasting the financial outlay, which would help the Community Trust in the execution of its responsibilities towards the PWD. The endeavour is to ensure that the PsWD is financially protected during his/her lifetime.

GUIDELINES TO THE COMMUNITY TRUST IN MANAGEMENT OF FINANCES OF THE PsWD:

- a) All moneys in the individual PWD beneficiary trust will be primarily treated as the corpus of the trust for that beneficiary only and the income thus accrued after the demise of the parents of the PWD, will be used for the care of the PWD in the community.
- b) The expenses should be paid for **only from the interest** earned from the investments of the Beneficiary Trust.
- c) The saving instruments (like Mutual Funds, Company Fixed deposits, Shares etc) where the money is to be deposited or invested will be decided during the life time of the parents and the document will be in the safe custody in the office of each Community Trust and a copy of the same duly signed by the parents of the PWD as well as the Trustees of the Community Trust will be given to CovaiCare Trust.
- d) After the demise of the parents of the PWD, or their incapacitation, the Community Trust in consultation with the CovaiCare Trust will manage and monitor the funds in the Beneficiary Trust.
- e) The broad nature of expenditure that is likely to be incurred on the PWD is listed under the head Financial Plan & Cost allocations for the PWD, in this document.
- f) After the demise of the parents in addition the general food and maintenance expenses as applicable and determined for a resident of the retirement community will also be recovered from the Beneficiary Trust.

- g) In case the interest accrued in the Beneficiary Account, is insufficient to meet the expenses for the PWD, the *CovaiCare Trust* would make it available from its resources or arrange for the same. This would be an exception rather than a rule. Serious medical expenses of the PWD may be an exception, especially if the PWD is not covered by medical insurance.
- h) *It is very essential to note and understand that whatever be the circumstance, the PWD care will never be found wanting.*
- i) In case the situation warrants, after the demise of the parents, the corpus amount in the Beneficiary Trust is required for any reason whatsoever, the trustees of the Beneficiary Trust and the Community Trust may do so only with the written consent of the CovaiCare Trust
- j) On the demise of the PWD, the balance amount in the individual PWD Beneficiary Trust would be disbursed as spelt out by the parents in their WILL, a copy of which would be in the custody of the **CovaiCare Trust**.

RELATIONSHIP BETWEEN P_sWD BENEFICIARY TRUST & COMMUNITY TRUST:

Respective PWD Beneficiary Trust will be treated as the financial supporter of the PWD after the demise of his / her parents / Guardian. The Community Trust will be a Trustee of the respective PWD Beneficiary Trust and will be entitled to recover all expenses incurred for the care of the PWD from his/her individual PWD Beneficiary Trust.

The guidelines of the Community Trust, as a Trustee, as spelt out in the preceding section of this document will apply for the execution of duties of the Trustees of the Beneficiary Trust. In case where the Community Trust co-holds the trusteeship with another trustee in the Beneficiary Trust, then the role of the Community Trust, as a trustee in the PWD Beneficiary Trust will be defined. As a minimum requirement, the Community Trust, as a trustee should be authorized to withdraw funds for the payment of care expenses of the PWD, in the retirement community.

In case there is a dispute or ambiguity in defining the role of the Community Trust as a Trustee in the PWD Beneficiary Trust, the matter will be referred to CovaiCare Trust, who's Trustees will intervene and resolve the dispute. The endeavor will be to resolve all disputes in an amicable manner without compromising for the care and well being of the PWD concerned.

On the demise of the PWD or when the PWD discontinues to reside in the community, the relationship between the Community Trust and the respective PWD Beneficiary Trust would cease to exist.

THE RESIDENTIAL SUPPORT CONCEPT:

The concept is based on the following premise:

1. Parents of the PWD will move into their respective dwelling *with* the PWD in the retirement community. This is ***mandatory*** subject to exception given in (2) & (3) below
2. In a situation where the Parents of the PWD are not alive at the time of investment in the dwelling, the Legal Guardian will move into the dwelling along with the PWD
3. In a situation where the Parents are not alive when moving into the community but were alive at the time of investment in the dwelling, the Legal Guardian will move into the dwelling along with the PWD, provided:
 - a. The Legal Guardian ensures that the complete cost of the dwelling has been paid.
 - b. The Parents have executed a WILL, bequeathing, the investment amount of the dwelling to the PWD Beneficiary Trust.
 - c. The Legal Guardian ensures that there are adequate funds available for the PWD's care and living expenses.
 - d. However, the Guardian need not stay permanently with the PWD. But, until the Community trust gives its clearance that the said PWD is capable of living alone in the said dwelling or in the Hostel, the guardian would be required to stay with the PWD.
 - e. When the guardian is no longer required to stay with the PWD, the said dwelling can be sold off by the Community trust and the money realised will be deposited in the Beneficiary Trust. However, if the PWD can stay independently in the dwelling the same need not be sold subject to adequate funds are available in the Beneficiary Trust. The Community Trust, in consultation with CovaiCare Trust, will take all these decision.
4. In addition to the dwelling in the retirement community, a **hostel room** will be allotted to every PWD in the retirement community. They get the ***right to access and use an unfurnished room with a senior friendly toilet*** for which they will make a *deposit, which would be refunded (RFD) on vacation or demise of the respective PWD*. The Management of CovaiCare would endeavour to pay back the RFD, when the funds become available in the **CovaiCare Trust**. The Management will not allot the room to any other PWD or individual, until the vacation or demise of the said PWD. Necessary documentation to this effect would be made between CovaiCare, CovaiCare Trust and the parents/guardian of the PWD.
5. In case, there are two PsWD (siblings), they will be allotted only one room, as it would not be desirable to separate them as far as possible. The decision for such separation, if and when

becomes necessary, would be taken by the Trustees of the Community Trust and they will record their reasons and also obtain the permission of CovaiCare Trust. Covai will endeavour to make such hostel rooms available at the time of moving in to the retirement community to the parents of such PsWD.

6. The hostel room is exclusively for the said PsWD and will be reserved until vacation by the PsWD or on his or her or their demise.
7. On the demise of the parents of the PsWD, based on the necessary legal documentation carried out between the parents, the concerned Community Trust and the Management of CovaiCare, the dwelling of the concerned parent would be sold at the market rate. The PsWD will then be accommodated in the hostel room reserved exclusively for him / her. However, if the PsWD can live in the same dwelling that is invested into by his or her or their parents, the parents must ensure adequate financial support is available for the sustenance of the PWD and the concerned Community Trust should give their consent and document the same. Also, the permission for the PWD or PsWD (siblings) to continue to live in the dwellings of their parents after their demise will be decided in concurrence with CovaiCare, the Community Trust and the CovaiCare Trust.
8. Depending upon the assessed care requirement and sustenance of the PWD/PsWD after the demise of the parents, it is expected that the money realized from the sale of the dwelling unit be deposited in the Bank account under the individual PWD Beneficiary Trust. The Trustees of the Community Trust would assist for the deposit of the money realized from the sale of the dwelling of the parents and, deposit it in the respective PWD Beneficiary Trust, which would be operated either by the Community Trust and an appointed trustee of the Beneficiary trust.
9. *All PsWD would be allotted a room in the hostel, which may be a single room for siblings who are PsWD.* This is to ensure that at any point of time, the PsWD who is capable of living alone in the dwelling, and cannot do so for what so ever reason, he or she or they will have a guaranteed accommodation available in the Hostel. In such a case, the Parent is expected to make arrangements for funds in the individual PWD Beneficiary Trust, after fulfilling the necessary legal documentation.
10. On the vacation or demise of a PWD in the community, the Trustees of the Community Trust would return the hostel room to CovaiCare Trust and the same would be allotted to the parents of a new PsWD who may now invest in a dwelling in the said community.
11. Before any such fresh allotment, CovaiCare Trust, would carry out necessary repairs and maintenance, and painting to the hostel room.
12. The parents of the PsWD are encouraged to use this hostel room during their lifetime, for short stays of the PsWD, so that he/she gets accustomed to living in the Hostel Room, independently.

13. The parents of the PsWD are expected to provide requisite furniture and furnishings to the Hostel Room, based on the needs of the PsWD.
14. There will be a situation, when the Hostel rooms are either fully allotted to the PsWD or are fully occupied by the PsWD and there are no more dwellings under the PsWD quota available for investment, in the retirement community. In such a situation:
 - a. The dwelling originally invested in by the parents of PsWD, will not be re-sold under the PsWD quota, as there are no Hostel rooms available.
 - b. The PsWD quota will be re-opened, when any one Hostel room is available either on the demise of a PWD or on vacation of the Hostel room by a PWD.
 - c. The Community Trust and the CovaiCare Trust will manage and monitor such allotments under the PsWD quota, in the respective retirement community.
 - d. *This arrangement must be entered into the Agreement to be signed between CovaiCare Trust and the Covai Management.*
 - e. *It would be the responsibility of the CovaiCare Trust to restore the original numbers of PsWD dwellings from resale of normal dwellings occupied by Senior Citizen occupied in each community offering PWD Care.*

THE PsWD LIFELONG CARE AND SUPPORT CONCEPT:

The lifelong care of the PsWD will be managed and administered by the concerned Community Trust. Lifelong care and support will be provided in the following areas: -

- Medical care
- Caregiver support
- Engagement plan

The Community Trust will engage NGO's or institutions or individuals who are experts/professionals, in the field of special education and medicine and whom the CovaiCare Trust would appoint through a proper institutionalised mechanism. CovaiCare Trust will identify and enter into an agreement (in the form of a Memorandum of Understanding or an Engagement Contract) with such a NGO's or institutions who are capable of providing such services. The primary role of such organisation will be:

- To conduct the initial assessment of the PsWD in the community and recommend an individual engagement and support plan (IEP).
- To set up the necessary infrastructure and administrative machinery for assessment, review and Record maintenance of the PsWD in the community.

- To periodically review the PsWD progress based their respective IEP and suggest intervention strategies that support their care requirements.
- To recommend the skills and competencies of Care Givers (full time and part time) and other administrative or support staff required in the community, depending on the PsWD population.
- To recommend appropriate trainings for the PsWD and their care-givers in the community.
- To conduct awareness campaigns/seminars for residents of the community, on disabilities and special needs of the PsWD in the community.
- To recommend protocols and behaviour intervention strategies for the Care-givers of the PsWD in the Community.
- To recommend the engagement and employment options available for the PsWD in the community based on their skills and interests.

The Community Trust will monitor continuously the execution of the medical intervention, engagement and support plan and also log information, which will be preserved in soft as well as hard copies. The Trust will employ appropriate staff for the execution of the plan in consultation with CovaiCare Trust. The plan will be reviewed periodically, course corrections adopted and implemented for better efficiency.

Depending on the assessment and need for the PsWD, caregiver support will be provided. The Community Trust will engage such trained caregivers who can handle the PsWD. The on the job as well as continuous training and periodic review of the performance of the Caregivers would be assessed in consultation with the NGO's or institutions with whom CovaiCare Trust has made arrangements.

The Community Trust will maintain a case file for every PsWD residing in the community. The file will be available both in print and digital media.

CovaiCare Trust through the Community Trust will provide any additional infrastructure in the retirement community, for the PsWD use.

PSWD INDUCTION INTO THE COMMUNITY:

DOCUMENTS CHECKLIST:

The following are the list of documents required for the Person with Disability (PSWD) at the time of occupying the residential Unit. In case, all documents are not available at the time of moving in, to the community, it is expected that all such documentation is completed within 30 days of moving in to the community.

- a) Identity proof – Aadhaar Card, Passport, or any other document that states the full name and date of birth with photograph
- b) Address proof – The current address proof – If the identity proof contains the address then a separate address proof is not required.
- c) Disability Certificate – A certificate issued by the government that states the nature of the disability and its severity.
- d) Educational qualification certificates, if any.
- e) Achievement Certificates including media publicity
- f) Medical Insurance policy – In case of family insurance, the name of the PsWD must be included in the policy document.
- g) Copies of Medical reports – that provide the diagnosis and recommended medications – including any diseases and surgeries happened during his / her lifetime.
- h) List of all medications that are currently being administered along with the dosage.
- i) All Intervention reports (Speech, Occupational Therapy, Physiotherapy, Behaviour Management therapy, Academic reports etc.) – where the therapist gives an outline of their observations and suggested forms of intervention.
- j) Beneficiary Trust deed in the name of the PsWD
- k) List of financial assets currently held in the name of the PsWD (Bank accounts, investments, immovable property, etc.) and the names of the joint account holders or guardians who operate the financial assets on behalf of the PsWD.
- l) Financial Planning for the PWD made by the parents
- m) WILL by the parents of the PsWD in a sealed envelope or a copy of the same in a sealed envelope in case the WILL is in custody of the CovaiCare Trust.
- n) Report from the parents / guardian about the PsWD
 - a. His / her strengths
 - b. His / her interests
 - c. His / her challenges
 - d. Daily living skills that the PsWD can independently execute
 - e. Daily living skills that the PsWD needs to be supported with
- o) Any specific behaviour of the PsWD that the community needs to be made aware of and the behaviour management strategies currently being used.
- p) Declaration signed by Parent's to the CovaiCare for taking over lifelong care of the PsWD – See **Annexure 1** of this document.
- q) Indemnity bond in favour of CovaiCare, CovaiCare Trust, Community Trust and Covai Senior Citizens Services (P) Ltd (CSCS), the Services Company, which would be providing the services and care – See **Annexure 2** of this document.
- r) Declaration signed by the Parent's to the Community Trust to appoint as Trustee in the beneficiary trust of the PsWD – see **Annexure 3** of this document.
- s) Declaration signed by the Parent's to the Community Trust and CSCS to recover expenses incurred for the PsWD from the Beneficiary Trust - See **Annexure 1** of this document.

MEDICAL SUPPORT & HEALTH CARE:

The physical health and the mental well being of the PsWD are of paramount concern and assume great importance during their lifetime. It is to be understood that like any ageing individual, the PsWD will also be affected by various health concerns that will warrant good medical care. Therefore, we need to have comprehensive guidelines with regard to monitoring health of the PsWD and providing medical care that may be necessary at all times. This is one of the primary responsibilities of the Trustees since they take the role of the parents of the PsWD.

What is health?

As defined by World Health Organization (WHO), health is a "*State of complete physical, mental, and social well being, and not merely the absence of disease or infirmity.*"

- Health is a dynamic condition resulting from a body's constant adjustment and adaptation in response to stresses and changes in the environment for maintaining an inner equilibrium called homeostasis.
- Therefore, it is not enough to remain healthy, free from disease and infirmity, but an individual needs to be strong physically and mentally. The social well-being is very essential.

Health would thus be a dimension of human existence that remains in existence regardless of the presence of diseases, somewhat like the sky that remains in place even when covered with clouds.

Diseases do not replace individuals' health - they affect an individual's balance more or less severely. At all times, the patients and their doctors remain aware of the need to work simultaneously on two tasks

- One, to remove or alleviate the disease; and
- The second is to establish a state of balance, within oneself and in relation with their environment.

Thus health care, involves the promotion of health in an active way, addressing the scales of values of individuals and communities to ensure that health is placed higher on those scales.

In the context of the health of the PsWD, it is all the more challenging since:

- The PsWD would be under a series of medications / therapeutic treatments in order to maintain his / her balance with the nature of the disorder.
- The onset of any disease would demand the awareness of such medications / therapeutic treatments, before administering any additional medication.

However, the goal of health care still remains to establish a state of balance while alleviating the disease.

In order to, prevent the onset of any disease, or to help alleviate the disease, all PsWD in the community will be administered Routine & Periodical tests under the supervision of a qualified medical practitioner and Para-medical staff. Some of the tests are:

- Laboratory tests
- Dental checkup
- Eye tests
- X-ray (when required)
- Annual Medical Check Up including Blood, Urine, Stool tests
- Any Other Test recommended by Medical Doctor for whatever is the nature of ailment.

The results of such tests would be maintained in the case file of the individual PWD, and will be used for analysis and interpretation of the individual's health. Confidentiality will be ensured.

COST OF TESTS, MEDICINES & TREATMENT:

The cost of tests and medicines will be recovered from the parent of the PSWD, during their lifetime and from the Beneficiary Trust after their demise.

The Community Trust will monitor the periodicity of such tests and will maintain records for medicine purchase and any treatment costs.

In case the medical bills cannot be borne by the Beneficiary Trust, then the Community Trust in consultation with CovaiCare Trust will resolve the deficit.

HOSPITALISATION, TREATMENT COST AND PAYMENT METHODOLOGY:

A PWD may also be hospitalised. It is mandatory, to have a medical insurance coverage against all illnesses for the PsWD as well. In case the medical insurance does not cover any major disease, the parents are advised to earmark a separate Medical Deposit Account for the PWD and the interest will be allowed to grow in this account. In case medical expenses are to be met for the PWD, both for routine and emergency or for treatment of serious ailments including hospitalisation, operation, post-operation recuperation etc, the amount required for the same will be withdrawn from this Medical Deposit Account of the PWD and will be used. Such a deposit will be necessary in case the PWD does not have a medical insurance coverage. While the Community Trust will be responsible for this account, CovaiCare Trust will scrutinize all such Medical expenditures. Deposit operation procedures, nomination of authorized signatory from the Community Trust to operate the deposit account will be ensured by the CovaiCare Trust. In case of changes in Trustees, necessary documentation will be done only with the concurrence of CovaiCare Trust. Such Deposit accounts will be included under the Individual PWD Beneficiary Trust.

The Beneficiary Trust will pay for the extent of hospitalisation costs not covered by Medical insurance subject to restrictions imposed for such expenses as given in the MDP.

In case the Beneficiary Trust is not in a position to cover the expense, the Community Trust in consultation with CovaiCare Trust will resolve the deficit as spelt out in the MDP.

VOCATIONAL TRAINING:

Every PWD in the community will be encouraged to pursue a vocation of their choice. The Community Trust, through the nominated NGO, will conduct regular assessment and reviews of the PsWD abilities, and suggest possible vocations that the PsWD can pursue based upon their skills, abilities and interests. Earnest efforts will be made by the Community Trust to convert the vocation of the PsWD into meaningful engagement/employable skills for which CovaiCare and CovaiCare Trust will extend all support. Empowering the PsWD to contribute to the community and society at large will be pursued and any work that a PsWD can perform within the Retirement Community would be encouraged through the management of CovaiCare.

Depending on the challenges the PsWD manifests (mainly behavioural challenges), the PsWD will be integrated into a sheltered employment model or open employment inside or outside the community with necessary protection for personal safety and security.

ENGAGEMENT/EMPLOYMENT – SHELTERED MODEL:

In the sheltered engagement model, the PsWD will be guided and supported in a disability friendly surrounding. The Community Trust will endeavour to create the environment and place the PsWD in such a surrounding. Such an environment may be either within the Community location or any location outside the community where such sheltered employment models are in practice.

The assessment and engagement of the PsWD in a vocation would be one of the principal tasks of the Community Trust and CovaiCare Trust.

EMPLOYMENT OUTSIDE THE COMMUNITY:

In case a PsWD has the ability to work in an office or a factory like surrounding with minimal assistance, the Community Trust will endeavour to place him/her in such an environment.

The Community Trust will arrange for the commute and also employ a Caregiver/Coach if required to support the PsWD. The safety of the PsWD continues to remain the responsibility of the Community Trust and the Caregiver/Coach appointed for supporting the PsWD.

SALARY EARNED BY PsWD AFTER THE DEMISE OF PARENTS:

Proper accounting of money earned by PsWD, be it salary for work done, earnings from exhibition or any such activity, would be properly accounted for in the individual Beneficiary Trust. The respective Community Trust will be responsible for all such accounting and a monthly report for each PWD in this regard will be submitted to CovaiCare Trust. The Report will indicate Name, job

description /source of money received, expenses if any during the month on this account, amount deposited by cash/cheque or any other means.

CARE – GIVERS GUIDELINES & FRAMEWORK:

Caregivers form an integral part of the community where PsWD are residing. Caregivers support the PsWD through their daily routines and guide them where required. Caregivers act as a conduit between the therapist/parents/guardian and the PsWD.

At CovaiCare communities, the need for an exclusive caregiver or a shared caregiver for each PWD will be determined after the initial assessment of the PWD. Factors that will determine the need are:

- The independence level of the PsWD in Daily Living Skills – the skills that the PsWD is independent of or to be supported with;
- The activities/interventions that the PsWD will need to be engaged in or can be engaged in; and
- The interests and behavioral challenges of the PsWD.

The Caregivers will be engaged by the Community Trust either on a full time basis or part time basis, depending upon the extent of care giving required for the PsWD in that community.

SELECTION CRITERIA:

Attitude/Skill

- Compassion
- Kindness
- Determination to help

Experience

1 to 2 years of working experience with children/adults with special needs – mainly intellectual disabilities

Care giver's recruitment, remuneration and benefits

1. The HR Department of Covai will assist in the recruitment process by short listing candidates based on the requirements given by the Community Trust.
2. The Community Trust will be involved in the selection process of the Caregivers and recommend appropriate candidates for the respective positions.

3. The HR Department of Covai will assist in determining the remuneration and benefits, preparation of Offer Letter, Police verification, PF and ESI formalities, uniform, allowances etc.
4. The selected candidates will be employed by Covai Senior Citizens Services (P) Ltd (CSCS)
5. The Community Trust will engage the selected Caregivers after due training and induction process.

DUTIES & RESPONSIBILITIES OF THE CAREGIVER:

As a Caregiver, the person is responsible for:

- a) Conforming to the specific protocols depending on the specific needs of the PsWD
- b) Interacting with the PsWD in a mutually respectful manner without compromising on the dignity of the PsWD
- c) Conducting therapy sessions in a transparent manner – if in a closed room then either in the presence of another person (who may even be a parent) or in a room where CCTV camera is installed
- d) Reporting any change in behaviour of the PsWD immediately to the parent / guardian or any other member in the community who is responsible for the welfare of the PsWD.
- e) Using physical restraint techniques on the PsWD to extinguish strong willed behaviours or meltdowns with caution and respect without compromising on the dignity of the PsWD.
- f) Providing minimal assistance in toilets for the PsWD, and exercising caution while touching the private parts of the PSWD, with complete awareness of good and bad touch.
- g) Strictly following protocols while providing intimate care for the PsWD.
- h) Reporting any form of abuse, verbal, physical or emotional, including inappropriate touching of any of the PsWD in the Community.
- i) Attend all training programme conducted for Caregivers in the Community or organised outside, including training sponsored by the Community Trust.
- j) Participate and support awareness and sensitization programs for the staff and residents in the community.
- k) Reporting possible triggers and behaviour indicators of traumatised or abused PsWD.

SOP's (STANDARD OPERATING PROCEDURES):

SOP's specific to full time caregivers and Part time caregivers will be elaborated upon for each community, depending on the PsWD in the community. Certain broad level Operational Procedures that need to be followed by the Caregivers, irrespective of the kind of disorder, are listed below: -

- Ask questions and seek clarifications on the specific protocols for the PsWD assigned to their care.
- Provide for the specific needs of the PsWD assigned in a consistent manner
- Follow the specific protocols of the PsWD in a consistent manner
- Raise Alarms at the earliest opportunity when either the protocols have not been followed or when the PsWD needs have not been met
- Update the Case file of the PsWD on a regular basis mainly listing out challenging behaviours and the methods adopted in resolving/extinguishing the behaviour.
- Administer medications on time for the PsWD
- Alert when the medications are over and ensure adequate stock of medications are always available.
- Attend all trainings conducted by the Community Trust.
- Frequently exchange notes with the Parents/Guardians of the PsWD and share any relevant information on the PsWD assigned to them.
- Provide intimate care without compromising on the dignity of the PsWD.
- Report any bodily injuries observed immediately.
- Report any changes in behaviour immediately.

TRAINING:

All Caregivers will be trained periodically, based on their skill and understanding on:

- a) The nuances of intellectual disorders and possible strategies in dealing with difficult situations
- b) Teaching Life skills, personal safety skills and personal health and hygiene.
- c) Awareness in possible triggers and indicators of change in behaviour patterns of the PSWD.
- d) Exercising caution and restraint while touching the PsWD, while maintaining the dignity of the PSWD.
- e) Empowering the PsWD to become independent by providing minimal assistance while supervising their routine

ARRANGEMENTS WITH NURSING COLLEGES:

In order to have a continuous availability of Caregivers, Nursing staff and Para-medical staff, it is proposed to have a tie-up with nursing colleges in the concerned city.

Through these tie-ups, CovaiCare will arrange for the recruitment of appropriate staff from such colleges, with tenure associated with such recruitment.

In addition, CovaiCare also proposes to introduce Care-giving into the curriculum of the Nursing colleges, with a mandatory practical training in the retirement community.

ABUSE INTOLERANCE:

Persons with intellectual disabilities are at far higher risk of abuse, particularly sexual abuse, because they are seen as soft targets and are often not aware that they are victims of abuse because they have:

- A limited sense of danger
- A limited understanding of sexuality or sexual behaviour
- A high reliance on care-givers and other adults for many of their needs
- Have a variety of caregivers and care settings
- Have a need for intimate care such as washing and toileting.
- Even if they are aware, PsWD are less likely to report abuse because they have poor communication skills/limited verbal ability
- Fear of not being believed as they often suffer from poor self-confidence, low self-esteem, feelings of isolation, powerlessness and limited assertiveness.

All PsWD in the community will be afforded the rights to redressal in case they are subjected to abuse in any form – physical or psychological. In case of physical abuse including sexual abuse, the PsWD will be protected even if the PsWD has caused harm or perpetrated injury to the accused. In case of psychological abuse, unless it is proven that it is a behavioural modification strategy, the PsWD will be protected. Therefore, in either case the PsWD will be protected.

All complaints with respect to Abuse will be addressed through a redressal committee formed under the Community Trust whose members will be the residents of the Community with a fair representation from the parents/guardians of PsWD residing in the community. Details will be worked and intimated by CovaiCare Trust for the sake of uniformity

Abuse in any form will be dealt with severely which may result in discontinuance of service from the community in case of employed persons and expulsion from the community in case of a resident.

Based on the facts of the case, and the nature of abuse, a complaint will be registered at the nearest Police Station for further necessary action as per law of the land.

EXTRACT OF THE CURRENT LAW ON ABUSE:

Currently, PsWD are protected under Rights of Persons with Disabilities Bill 2016 and The Mental Health Act, 1987. The link is at:

<http://www.disabilityaffairs.gov.in/upload/uploadfiles/files/RPWD%20ACT%202016.pdf>

The National Human Rights Commission is also involved in affording Legal protection through State commission bodies and NGO's in this regard. Particulars of NHRC in the State will be obtained by CovaiCare Trust and intimated to respective Community Trust

A complaint registered at the nearest Police Station will be the first action every person who is affected by abuse will need to resort to.

SENSITISING CAREGIVERS AND STAFF IN THE COMMUNITY:

Caregivers and staff employed in the community may not be fully aware of the challenges they may experience, while interacting with PsWD in the community.

Hence educating them on the disorder and the specific needs of each PsWD in the community is the paramount task of the Community Trust. The Community Trust thus will conduct periodic sensitization and awareness campaigns/seminars/talks on disabilities and special needs of PsWD in the Community.

The Main focus of the above programs will be on:

- Expected and anticipated behaviours of the PsWD
- Strategies to deal with such behaviours.
- Protocols on bodily touch and the thin line between good and bad touch
- Protocols for intimate care, irrespective of age or extent of cognitive ability.
- Escalation and reporting protocols when
 - Experiencing extreme behavioral challenges or
 - Noticing any form of abuse to the PSWD

SENSITISING THE RESIDENTS OF THE COMMUNITY:

In an integrated community, residents other than parents / guardians of the PSWD will experience frequent interactions with the PSWD. Although they may have made a resolve to spend their silver years in a serene environment, the possibility of their peaceful and stress free life getting disturbed is not to be ignored.

Such residents offer moral support to the residents who are parents / guardians. However, their curiosity and ignorance will need to be addressed.

The Community Trust therefore commits to organise:

- Periodic discussion forums between all residents on relevant topics related to the PsWD disorder
- Periodic awareness campaigns / talks / seminars that the residents will be encouraged to attend.
- Strategies to deal with certain peculiar behaviours have been experienced.
- Encouraging Parents / guardians of the PsWD to have formal and informal discussions on specific behavioral issues of the PsWD.
- Encouraging Residents to report abuse in any form inflicted on the PSWD, so that immediate action can be taken by the Community Trust members

An integrated community replicates the challenges PsWD will face outside the community, hence the aim of sensitizing residents is to help PsWD integrate into the community.

ESTIMATED COST ALLOCATIONS FOR THE PsWD:

The Parents of the PsWD may incur the following additional costs during their lifetime and during the lifetime of the PsWD.

Engagement of professionals for conducting initial & annual assessments and reviews
Employment of Care givers to execute the support plan for PsWD
Employment of additional administrative staff to manage and administer the Community Trust activities
Repairs & Maintenance of the recreation or therapeutic equipment installed solely for the use of the PsWD in the community
Repairs and maintenance of the Hostel Room allotted to the PsWD

The above list is not an exhaustive list. In case any additional expenses that may arise, the same will be intimated by the Community Trust to the Parents/Residents.

ASSESSMENT OF CARE EXPENSES:

All care expenses, directly or indirectly spent for the PsWD will be assessed on actual spend. The assessment will be done on a monthly / quarterly / yearly basis, and will be communicated in advance to the parents/guardians/Beneficiary Trust Trustees of the PsWD.

Based on the assessed expenditure for the monthly expenses of the PsWD, including that of the Caregiver, Nursing assistance, catering, maintenance charges as levied by the Community Trust,

routine medical expenses and any other incidental expenses like upkeep of the hostel room, outings, picnics, tours, travels etc organised by the Community Trust will be paid by the PsWD Beneficiary Trust after the demise of the parents.

WHEN EXPENSES EXCEED INCOME:

In a situation where, the expenses incurred for the PsWD by the Community Trust or CSCS, is more than what the PsWD beneficiary trust can afford, the Community Trust and the CovaiCare Trust will resolve to compensate the excess of expense, for the benefit of the PsWD. Such cases should be an exception rather than rule

A representation will have to be made in such a situation, where the cause will be examined and CovaiCare Trust will take appropriate action in consultation with the concerned Community Trust.

BILLING:

A consolidated Bill will be presented for the PsWD, which would include all expenses, incurred by the Community Trust and CSCS on the PsWD.

The bill will be generated on a monthly basis, and is payable within 7 days from the date of the bill. Community Trust will ensure timely payments.

COLLECTIONS & PAYMENTS:

Whilst the parents are living in the community, the bills generated for the services of the PsWD will be presented to them and the parents will make the payment within the specified due date to CSCS.

On the demise of the parent/guardian, the payments will be collected from the Beneficiary Trust of the PsWD. The Community Trust will ensure timely payment to CSCS.

An authorisation in this regard will be made by the parent/guardian of the PsWD, while inducting the PsWD into the community. (Specimen Authorisation Letter will be annexed).

CONCLUSION:

Team Covai Property Centre (I) P Ltd has evolved this model for PsWD living as part of a retirement community created and run by Covai under its brand CovaiCare. To the best of our knowledge there is no such model available as on date in India. This pioneering model by Team CovaiCare has not been tested and the model may require changes based on our experience.

Every journey begins with a step. Team CovaiCare is proud of the fact that we have taken the first step in our desire to provide quality care to the parents during their lifetime, as well as to the PsWD after the demise of their parents. In a nuclear society that we are living today it is our duty to find answer to that question, "**What after us?**"

Team CovaiCare along with Mr Sriram Narayanan of Amaze Trust has attempted to create this model and the *Magna Carta* to be followed for ensuring consistent quality in providing care and services to the PsWD. There would be gaps that may not have been covered. There could be legal questions that may not have been answered. There could be refinements that may be necessary. There could be new ideas that can improve and refine the implementation of the concept of care for the PsWD.

We are open to your views, suggestions and ideas so that we can consider and implement as decided in the best interest of PsWD.

Thanking you for your support and with best regards

Colonel A Sridharan, VSM
Managing Director

ANNEXURE 1 - DECLARATION BY PARENT'S / GUARDIAN FOR TAKING OVER LIFELONG CARE OF PSWD BY COMMUNITY TRUST

DECLARATION FOR APPOINTING COMMUNITY TRUST FOR LIFELONG CARE OF THE PsWD.

I/We the Parent (s)/Guardian of _____ (Name of the PSWD) _____, hereby appoint _____ Community Trust represented by _____, to provide Lifelong care for our ward, named above, after my / our demise.

I/We are currently residents of the _____ Community, residing at _____. We have joined the community with the sole intention of enjoying our lives in our silver years and also for providing for our ward a residence in the care of an integrated community. Based on the service agreement signed between us and Covai Senior Citizens Services Pvt. Ltd. (CSCS) we have agreed to enjoy the services provided by the community and also the accommodation for our ward after our demise.

In the event of my or our death or incapacitation, we declare that the care of our ward will be facilitated by _____ Community Trust.

We also declare that all expenses for the care of our ward will be met by the Beneficiary Trust in the name of our ward, and authorised the representative of _____ Community Trust to raise demands and invoices with the Trustee of the beneficiary Trust, for the payment of the expenses.

We also believe that in case of any dispute over financial matters, the dispute would be amicably settled between the Trustees of the beneficiary Trust and the representative of the _____ Community Trust, without compromising on the needs of our ward. In case the dispute remains unresolved, we authorize the representative of the CovaiCare Trust to intervene and resolve the same, and hereby declare that the decision of the representative of the CovaiCare Trust will be final.

Through this declaration, we appoint _____ Community Trust to provide

- a) Lifelong residential care for our ward
- b) Lifelong medical care for our ward

And also keep our ward engaged or employed based upon his or her skills and needs.

Signed by the Parents/Guardians _____

Signed by CovaiCare _____

ANNEXURE 2 - INDEMNITY BOND IN FAVOUR OF COVAICARE
(THIS WILL NEED GOING INTO INCLUDING ADDITIONAL DOCUMENTS

ARISING OUT OF MDP)

INDEMNITY BOND TO COVAICARE

This deed of Indemnity is signed by _____ parent(s) /Guardian, of _____ (Name of the PSWD), the Indemnifier, and will include all successors, administrators, and assignees

IN FAVOUR OF

CovaiCare and the Covai Senior Citizens Services Pvt. Ltd. (CSCS), the CovaiCare Trust and the _____ Community Trust, the Indemnified, and will include all its representatives

- a) We acknowledge that we have signed a declaration to the Indemnified to provide Lifelong care and support to our ward, named above, which includes providing a residential facility, care-giver support as required, and the necessary medical care, after our demise.
- b) We understand that the care will be provided during the lifetime of our ward while he/she resides in the community.
- c) We also understand that during the lifetime of our ward he / she will be engaged in physical and social activities that would be age and ability appropriate and it will be under the guidance of trained personnel and care givers who will be appointed by the _____ Community Trust.
- d) We believe that the representatives of the _____ Community Trust and the associated service company and all its employees and the residents of the community will take utmost care and act with compassion towards our ward and also will exercise responsible actions that would not be a deterrent to our ward.
- e) We understand that while providing the requisite care for our ward there would be instances or situations wherein our ward may incur physical hurt or injury which may result in hospitalisation and/or death.
- f) Through this document we wish to state that we will not hold any of the trustees, employees of the community trust, the employees of the service company and the trustees of the CovaiCare trust responsible for causing any injury to our ward.

Signed by the Parents/Guardians _____

Signed by CovaiCare _____

ANNEXURE 3 - DECLARATION FOR APPOINTING THE COMMUNITY TRUST AS A TRUSTEE OF THE PSWD BENEFICIARY TRUST

DECLARATION FOR APPOINTING COMMUNITY TRUST AS A TRUSTEE OF THE PSWD BENEFICIARY TRUST

I/We the Parent (s)/Guardian of _____ (Name of the PSWD) _____, hereby appoint _____ Community Trust represented by _____, as a Trustee to _____ (Name of the Beneficiary Trust), after my / our demise.

I/We are currently residents of the _____ Community, residing at _____.

In the event of my or our death or incapacitation, we declare that the financial protection of our ward will be facilitated by _____ (Name of the Beneficiary Trust).

Through this declaration, we appoint _____ Community Trust, as a Trustee to the _____ (Name of the Beneficiary Trust) during our lifetime.

Signed by the Parents/Guardians _____

(Who are the current Trustees)

Signed by CovaiCare _____

FREQUENTLY ASKED QUESTIONS & ANSWERS FOR PWD CARE

BY COVAICARE

1. Who is a PWD?

PWD – Persons with Disabilities and Persons with intellectual Disabilities, more specifically persons affected with Autism, Down’s syndrome, Cerebral Palsy, Learning Disability including where multiple disorders exist that impede them from managing themselves independently in a social environment and need assistance

2. Tell us briefly about Covai Property Centre (I) P Ltd and brand CovaiCare.

Covai Property Centre (I) P Ltd, popularly known as **Covai**, are the pioneers in the retirement community segment in India with over a decade of experience in providing quality services to seniors in their Silver years. Until now, Covai provided services and basic medical care to seniors, which is known as Independent living for seniors.

With a view to meet the expectations of the seniors in getting quality services and care, **CovaiCare** is now the registered brand of **Covai Property Centre (I) P Ltd** under which all types of care like Assisted, Memory, Palliative, PWD (Special Children) and PolyCare as well as Independent Senior Living and senior care products under brand **SeniorAide'** would be made available.

Covai has evolved a concept of care for all age groups, which is called **PolyCare**. PolyCare is a combination of Primary Care and Poly Clinic. At present this is be available in Coimbatore and will spread to other cities in due course.

Team Covai cares for senior citizens with unmatched passion and compassion because senior citizens deserve total care under one-roof. **Hence CovaiCare!**

CovaiCare caters to all types of care for seniors with active life as the concept for its residents in all its retirement communities. Memory Care would be available in 2018.

If innovation were to be the key to success, **CovaiCare** would be the solution for total care for senior citizens. *"THINK RETIREMENT.... THINK COVAI"*.

3. Why is CovaiCare interested in taking care of PsWD?

Covai Property Centre (I) P Ltd (Covai) has been involved in providing services and care to senior citizens since 2004. A few parents of Special Children approached CovaiCare if we can work out a concept for PWD Care after their demise. Team CovaiCare worked on evolving a concept for PWD Care for nearly three years and has now come out with a concept and design which would be the first of its kind in India. Team CovaiCare

considers *PWD Care as an extension of senior care* provided by the Company with suitable modifications and included in the **Master Document for PsWD (MDP)**.

4. What are the principles on which CovaiCare has evolved the concept of PWD Care?

The *principles* upon which this concept has been evolved are: -

- d) Fostering an atmosphere of **acceptance** of the PsWD as an integral and inclusive part of a retirement community.
- e) **Integrating** parents/guardians of PsWD in the community activities with other residents of the community and thus providing **moral support** to them.
- f) **Enabling camaraderie** amongst Parents/Guardians of PsWD resulting in **mutual support** for the care of the PsWD.

Thus said, the concept of PWD Care in the retirement community will provide the answer to the lurking question amongst the parents of PsWD of “**what after us?**”

5. Why is the question “What after us” relevant?

The question is very relevant, since parents of PsWD are worried about the safety, care and well being of their PsWD after their demise. While there are many options available for the care of the PsWD, what **CovaiCare** offers is a joint endeavour by the Management of Covai and the parents of the PsWD, as Trustees of distinct Trusts, which will play an active role in the care and welfare of the PsWD in the retirement community. The concept evolved for looking after PsWD by **Covai** is unique and, no such model is available as on date in India.

6. What is the basic philosophy of the entire concept of care for PWD?

- g) The parents of the PWD invest in a dwelling in the retirement community created by Covai.
- h) The PWD is also allotted a hostel room, which is to be furnished by the parents of the PWD as per the requirement of their Special child. This room is the one where the PWD will live after the demise of his or her parents. Even if the PWD can live in the premises of his or her parents, the hostel room will be allotted as one cannot predict as to when the said PWD cannot live in his or her own premises and may need to move to the hostel room.
- i) On the demise of the parents, the CovaiCare Trust sells off the dwelling and the amount realised less taxes if any payable is deposited in the Beneficiary Trust created for each PWD.
- j) Only the interest amount to meet the expenses of the PWD, as assessed by the Community Trust will be spent and the balance of interest accrued would be added to the Principal in the Beneficiary Trust.
- k) On the demise of the PWD, the amount available in the Beneficiary Trust will be paid off to the beneficiaries as per the Last WILL and Testament of the last surviving parent.

- l) The hostel room would then be returned to CovaiCare Trust to be allotted to another PWD whose parent wish to invest in a dwelling in the said retirement community.

7. Is it necessary to buy the dwelling or can be taken on long lease until demise of the parents of the PWD?

- (a) The PWD parent has to buy the property, which will be freehold and the sale deed will have a "conditional sale clause" whereby after their demise the property will be bequeathed to CovaiCare Trust. This is necessary to ensure that the parents do not change the WILL during their life time.
- (b) *The* property, which is allotted under PWD quota, **has to be compulsorily sold** on the demise of the parents and it **cannot be passed on** to any legal heirs or any third party, as the money from the sale is required as corpus for the PWD in his or her Beneficiary Trust.
- (c) The parents/guardians as the case may be, are required to write a WILL bequeathing their entire property to be sold by the CovaiCare Trust and the sale proceeds are to be deposited in their PWD Beneficiary account.
- (d) They will also give an undertaking to CovaiCare Trust that the WILL that has been written, registered and handed over to CovaiCare Trust, which ensures that the entire property can only be sold by CovaiCare Trust on the demise of the parents of the PWD or in case of physical or mental disabilities of the parents, which necessitates them being moved to an Assisted or Memory or Palliative Care unit, will not be changed at any cost.
- (e) CovaiCare Trust will be appointed as an Executor of the WILL by the parents/guardians as the case may be, which will be registered.
- (f) Should any parent after executing the Registered WILL in favour of CovaiCare Trust changes the WILL not in favour of CovaiCare Trust during their lifetime and which comes to light after their demise or incapacitation, the nominated Guardian will have to vacate the said property along with the PWD since, there will be no money in that PWD's Beneficiary Trust.
- (g) However, if the parents or the Guardian provide adequate funds to meet the care and other expenses of the PWD as assessed by the Community Trust, the said PWD may continue to live in the said Community.
- (h) After the demise of the parents , if the guardian defaults in providing necessary funds for the care and living of the PWD or deserts the PWD, the PWD will be sent to any Government institution catering to orphaned PsWD
- (i) While Covai and CovaiCare Trust do not expect this eventuality to ever occur, as a matter of abundance caution, these clauses, will be included in the Agreement/ Undertaking given by the parents/guardian of the PWD to CovaiCare Trust.
- (j) Since the aim is to make the PWD have maximum amount in his or her Beneficiary Trust, the dwelling will be sold at market rate and the money **less** the Capital Gains and other taxes as applicable, if any, will be deposited in the concerned Beneficiary CovaiCare Trust.
- (k) The new buyer will pay the market cost specified at that time by CovaiCare Trust for the Freehold property as well as pay other taxes, levies etc.

8. What happens if the PWD passes before the parents or parent?

The parent(s) will return the hostel room to CovaiCare Trust and take back the amount, if they have paid for the same. The parents may decide to move out of the premises. They can sell the property or give it on rent for which Covai will provide necessary support and assistance.

The parents can pay the maintenance charges and keep the property unoccupied.

The parents can continue to live in the premises until their demise and the property will be disposed off as per their WILL, as in the case of other owners.

9. What is the model for Governance of PsWD?

The concept of PsWD Care is based on a **Governance Model** by establishing Trusts namely, *CovaiCare Trust*, a *Community Trust* and an individual PsWD *Beneficiary Trust*. Thus, there is blend of institutionalized management of care of the PsWD with the active participation of the parents of the PsWD as well as the senior citizens in that retirement community who become the foster parents.

The concept also focuses on residential and medical care supports, activities and engagement of PsWD.

The concept, rules, regulations, legal formalities, indemnities for protection of the PsWD and Guidelines for taking care of PsWD along with the details of residential support, life-long medical care, activities, engagement of PsWD etc. are part of this document named *Master Document for Persons with Disabilities (MDP)*.

10. Can you explain the Governance Model?

The Governance Model is the backbone of the integrated community model. Through this model, the lifelong care of the PsWD in the integrated community will be established and institutionalized. The model establishes the physical and financial security of the PsWD within the integrated community framework.

Three distinct **Trusts**, as explained in detail in this document will be incorporated. The Trustees and authorised employees of each Trust will oversee the establishment and implementation of the PsWD Care.

As Trustees are obliged to act and spend towards the objects of the Trust, it is envisaged that the financial assets of the Trust, will be used for the beneficiaries of the Trust.

11. What are the three Trusts that are being formed and why they are necessary?

CovaiCare Trust, a Community Trust for each Retirement Community housing the PsWD and an individual PsWD Beneficiary Trust are being established.

CovaiCare Trust is a Public Charitable Trust that is established with the main purpose of providing residential, recreational, vocational training facilities in terms of infrastructure creation and its maintenance and medical treatment assistance, as well as spelling out policies to be followed by the Community Trust and over see the governance of Community and Beneficiary Trusts as spelt out in this document.

As a Public Trust, it will raise funds through donations from the public; receive grants from government and private bodies by providing relevant tax exemptions to the donees. The parents of the PsWD, who are residing in the community, may also donate moneys to the CovaiCare Trust (as gratis for taking care of the PsWD) to be used for specifically for the care and maintenance of existing facilities or for the creation of additional hostel rooms or amenities for PsWD of the community. The funds thus received will be directed mainly to the beneficiaries who are PsWD.

Community Trust is a private trust that will be established for the sole purpose of providing lifelong care for the PsWD within each community. As a **Private Trust**, the community trust can also receive donations, grants and gifts from the public or any other person or institution or body and it will be used for the benefit of the PsWD in that community only. Community Trusts thus created, will be named with the prefix of the concerned retirement community project (for example – *Covai Chinmayam Community Trust*).

PsWD Beneficiary Trust is a Private Trust, created solely for the benefit of the individual PWD. This trust is created by the Parents of the PsWD to ensure that adequate funds are available for the PWD after their demise. It is therefore imperative, that each PWD residing in the community has an individual beneficiary trust created for his or her benefit. Since, the beneficiary trust is a private trust, parents can be rest assured that the money bequeathed to their PWD dependents, will be solely used for their benefit. The trustees thus appointed will ensure the same.

The detailed composition, role and responsibilities of each of the Trust and its trustees are given in the MDP.

12. What is the relationship between Covai and CovaiCare Trust?

Covai Property Centre (I) P Ltd, referred to, as **Covai** is the Company that owns Brand **CovaiCare** and is also the author of the concept of lifestyle for PsWD. Covai has been in the business of real estate since Dec 2001 and has been the pioneer for senior living since 2004.

CovaiCare Trust is a public trust formed for the purpose of taking care of PsWD. There is an Agreement between Covai and CovaiCare Trust for their roles and responsibilities.

CovaiCare Trust has Trustees from the families of the Promoter of Covai, trustees who are outsiders and are nominated as per the CovaiCare Trust Rules. CovaiCare Trust documents are available for scrutiny.

The Management representation is essential for the Community Trusts for necessary interaction with Covai and as such each Community Trust has a nominated Management Trustee from Covai. The Community Trust documents are also available in each community offering PWD Care.

13. What are the responsibilities of CovaiCare Trust and Community Trust?

(a) **CovaiCare Trust:** In the context of the integrated community, the **CovaiCare Trust**, will:

- Provide financial and technical assistance to the residential communities in constructing and creating the residential, recreational and vocational training facilities for PsWD in the community as Capital expenditure, as well as meet expenses for any expansion of the facility and periodic maintenance like painting, major repairs, additions / replacements of equipment, furniture, furnishing etc. as needed by that facility. However, the routine maintenance of these facilities will be part of the payout by the parents of the PsWD (during their lifetime), or the individual PsWD Beneficiary Trust, as applicable.
- However, until CovaiCare Trust gathers adequate funds, the cost of these facilities will be borne by the parents of PsWD as spelt out by CovaiCare in the legal agreements signed with the parents of the PsWD with the proviso that the CovaiCare Trust would guarantee to refund the amount paid by individual parents over a period of time based on the availability of funds with CovaiCare Trust. The amount so paid, as *Refundable Deposit* would not carry any interest burden.
- Engage NGOs and experts to provide caregiver and vocational trainings, which is generally applicable to PsWD in the community and not specific to any PsWD, through nominated NGO's selected by CovaiCare Trust, and the said cost of such training will be borne by CovaiCare Trust.
- Provide medical treatment assistance to the PsWD in the community, when the amount required for medical treatment exceeds the interest saved in each PsWD account and for which detailed guidelines will be framed and executed. The

routine medical expenditure will be borne by the parents of the PsWD (during their lifetime), or the individual PsWD Beneficiary Trust, as applicable.

- Support and ensure quality care of PsWD of the community by constant interaction as well as monitoring the functioning of the Community Trusts.
- Own and/or lease residential accommodation of PsWD (hostel, activity centre etc., that are specific to the care of PsWD) in the community.
- Participate in an advisory role for the physical and emotional well being of the PsWD in the community and support financially for any such activity as required and approved by the Trustees of CovaiCare Trust and the respective Community Trust.
- Oversee the appointment of an authorised signatory of the Community Trust, for the Individual PWD Beneficiary Trust.
- Liaise with *Covai* on any matters arising in the respective retirement Community that needs assistance and involvement of Covai.
- Nominate Trustees in the Community Trust and ensure that the composition of Trustees as defined in this document is maintained.
- Approve the nomination and retirement of the trustees of the Community Trust.
- The role and responsibility of Covai Property Centre India Private Limited and the CovaiCare Trust will be spelt out clearly and a set agreement between the two is annexed to the MDP.

(b) **Community Trust:**

- Community Trust is a private trust that will be established for the sole purpose of providing lifelong care for the PsWD within each retirement community set by Covai which houses PsWD.
- As a **Private Trust**, the community trust can also receive donations, grants and gifts from the public or any other person or institution or body and it will be used for the benefit of the PsWD in that community only.
- Community Trusts thus created will be named with the prefix of the concerned retirement community project (for example – ***Covai Chinmayam Community Trust***).
- The first trustees of the community trust will be primarily four (4) parents of the PsWD residing in the community, one (1) management representative from

CovaiCare and two (2) outsiders, one (1) of whom could preferably be either a Neurologist or a Psychologist or a Physiotherapist and the other (1), a socially inclined well known person. *However, CovaiCare Trust can change this composition subject to availability of suitable persons, but will try to maintain the same composition or revert to the composition spelt out at the earliest.*

- Every trustee will hold office for a maximum period of 2 years. New trustees will be nominated by the Board of Trustees in consultation with CovaiCare Trust to fill in the place of retiring trustees. However, in case no new parent trustees are available, then, the existing parent trustees' tenure may be extended in consultation with the CovaiCare Trust.
- On the date of formation of the Community Trust, all trustees will be inducted. In case, it is not possible to induct any outsider trustees, on the date of formation of the trust, the decision for induction of the outsider trustees will be deferred until suitable persons are found. However, the community trust will be formed with the parents and management representative from Covai, with the understanding that the outsider trustees will be inducted at a later date but at the earliest.
- The tenure, responsibilities and role of each category of trustees, will be based on the guidelines spelt out in the MDP

14. What is the relationship between CovaiCare Trust and the Community Trust?

- CovaiCare Trust will oversee the activities of the Community Trust and provide any financial or knowledge support to the Community Trust.
- The Community Trust can seek aid from CovaiCare Trust, when there is any shortfall in the working capital in the Community Trust and if all efforts to meet the shortfall have not yielded any result. Such financial aid could be in the form of a grant or Loan from the CovaiCare Trust to the Community Trust, as warranted depending on the situation.
- CovaiCare Trust will also sponsor any training for the direct or indirect benefit of the PsWD in the community through selected NGO's or individuals.
- CovaiCare Trust will oversee the nomination, retirement and changeover of the Trustees of the Community Trust and will also act as an observer in case of any disputes arising in the implementation of the governance model.
- CovaiCare Trust is the lifeline for the Community Trust and both Trusts will be in perpetual existence.

15. Can you tell me about Beneficiary Trust?

The PsWD beneficiary Trust is a **Private Trust**, created solely for the benefit of the individual PWD. The Parents of the PWD are to ensure that adequate funds are available for the PWD after their demise and hence, create this trust.

It is therefore imperative, that each PWD residing in the community has an individual beneficiary trust created for his or her benefit. Since, the beneficiary trust is a private trust, parents can be rest assured that the money bequeathed to their PWD dependents, would be solely used for their benefit. The trustees thus appointed will ensure the same.

While inducting the PWD into the retirement community, parents will be requested to deposit a copy of the **PsWD Beneficiary Trust Deed** to the Community Trust. In case, the said Trust deed is not available or the Beneficiary Trust has not been created, parents are requested to do so within 30 days of the PWD's induction into the retirement community.

The Trustees of the concerned Community Trust will be responsible for ensuring the same and also assist those parents who have not created one for their PWD, in creating such a Beneficiary Trust.

The first trustees of the beneficiary trust will be the parents or guardian or any organisation that the parents nominate to be the trustees. Hence, Parents of the PWD will need to ensure that they nominate trustees, who would out live them to manage and administer the affairs of the beneficiary trust. It is advisable that either a sibling of the PWD or any trusted relative of the PWD be appointed as a trustee in addition to the parents of the Trust, during their lifetime.

Since the income received in the beneficiary trust will be primarily utilized for the PWD residing in the community trust, appointing the community trust as a Trustee of the beneficiary trust is mandated for the execution of this governance model.

The Community Trust will co-hold the trusteeship along with the other trustees, in the beneficiary trust. Parents are therefore requested to include in their WILL that the Community Trust will be appointed as a Trustee of the Beneficiary Trust and will act in a fiduciary capacity. An authorized signatory of the Community Trust, whose name will be intimated to CovaiCare Trust, will execute the financial affairs of each PWD through his/her Beneficiary Trust.

Necessary documentation with the concerned bank(s)/financial institution, where the beneficiary trust funds are kept, will be carried out by the Community Trust. A copy of all such documents will be given to CovaiCare Trust.

During their lifetime, parents/guardians will be responsible for the expenses of the PsWD. However, should the physical or mental condition of the parent or guardian

prevent him or her from operating bank account, Community Trust in consultation with CovaiCare Trust will take over such of the responsibilities.

All expenses incurred for the PWD in the community will be recovered from the PWD Beneficiary trust, after the demise of the parents. Parents of the PWD are advised to create a financial plan so that adequate funds are available in the PWD Beneficiary Trust after their demise.

During the lifetime of the parents, the Community Trust, with the help of the parents of the PWD, will assess the care requirements and the expenses for daily living of the PWD, including routine medical and possible serious medical expenses. This will be documented for each PWD, as this would help in forecasting the expenses to be incurred for the PWD during his or her lifetime.

While it may not be possible to forecast the expenses accurately, such assessments will serve as a guideline for the Parents and the Community Trust on the financial outlay for the PsWD care, for his or her lifetime. **The Community Trust**, on a regular basis, will carry out such assessments and forecasts, in order to avoid surprises.

The **Community Trust** and the **CovaiCare Trust** can help to appoint advisors or fund managers who can guide the parents in forecasting the financial outlay, which would help the Community Trust in the execution of the same. The endeavour is to ensure, that the PsWD under the care of **CovaiCare** is financially protected during his/her lifetime.

16. After the demise of will the Beneficiary Trust funds be managed by the surviving trustees (nominees of the parents who could be siblings/relatives) along with the Community Trust?

Yes, the Beneficiary Trust funds will be managed by the Guardian of the PWD and the Community Trust of the retirement community. However in case the Guardian is not available or is incapacitated or abandons the PWD, as a matter of abundant caution, the trustees of the community trust will have the powers to overrule the Guardian where necessary. Please note that at all times CovaiCare Trust will keep an eye and control over all activities of the Community Trust.

17. I understand the necessity of Beneficiary Trust for each PWD. I have not made such a Trust for my Special child? How should I go about it?

Please see answer to Question 15 above. The Community Trust will help you in getting this Trust set up for your Special Child and CovaiCare Trust can also help you in this regard.

- 18. How to ensure funds from “other sources” are siphoned to the Beneficiary Fund & that it is done after the demise of both parents? Are there any checkpoints to ensure that all funds are directed towards the beneficiary Trust?**

We expect the parents/Guardian to ensure that the Beneficiary Trust has adequate funds and in case it is not so, then we would expect the parents/guardian to declare to the Community Trust, how the beneficiary Trust would be funded so that there are adequate funds available for the PWD after their demise. This must be included in the WILL of the parents / guardian. Basically the funds available are from the sale of the dwelling. If the interest from the principal is deficient for the PWD, additional funds as assessed by the Community trust would be provided for by the parents .The assessment can be made by the community trust after you start living with your son/daughter in the community.

- 19. As I have only one child & would want him to use all that I have saved, is there any provision that over & above the interest earned from the investments, small part of the rest also should be made available to be used for my child?**

Only if the need arises, the investments will be used. Since the savings will be required until the lifetime of the PWD, all efforts will be directed towards protecting the investments from being used. You may have all your savings in the beneficiary trust of your son and in your WILL, you will state to whom the money is to be given after the demise of the PWD. CovaiCare trust as the executor of the WILL fulfill your directions.

- 20. How will corpus depletion of the beneficiary trust be done?**

We will ensure there will be minimal depletion of the corpus fund so that it is available for the lifetime of the PWD. We have legislated that only the interest can be utilized. If the capital is depletes, CovaiCare Trust will decide or give funds since it is a Public Trust.

- 21. What would be the investment mode after selling the property after the demise of the parents?**

This will depend upon what investments are safe (low risk) and that would give the best yield at that point of time. We would ensure that a Portfolio/Fund Manager is consulted before making such investments.

- 22. Would it be better if the amount to be invested for care of PWD is spelt out rather than keeping it as the sale proceeds of the property as it is variable from time to time?**

The requirement for every PWD will vary, however we want to ensure that the PWD is financially secured after the demise of the parents. We anticipate that property prices in India will only go upwards over a period of time and hence the best price that is available in the market will be the sale price of the dwelling. The Concept is that the

interest earned out of the principal deposited in the Beneficiary Trust should be adequate to meet the expenses of the PsWD. This will be determined by the Community Trust during the life time of the parents. Regarding spelling out the exact amount we will not be able to do so until we assess the needs of the PWD while he/she is residing in the community.

23. In case, the nominated beneficiary wishes to take care of the sale proceeds & provide for funds for taking care of PWD, is it possible?

We assume you mean the nominated Guardian...It is possible, provided the nominated guardian ensures that the expenses are paid on a regular basis and there is adequate financial security. We however have a clause when the Community Trust over ruling the Guardian if he does not take interest in the PWD.

24. What will happen to the corpus finally?

Again if the question is related to the beneficiary trust fund, we expect the parents to state in their WILL as well as the Beneficiary Trust deed as to how the remaining money in the Trust fund after the demise of the PWD will be distributed. CovaiCare Trust will be the Executor of the WILL.

25. Is it mandatory for the parents to live with their PWD? Can I leave my PWD under the care of Community Care Trust and visit him once in a while?

It is mandatory for the parents/guardians (in case parents are not alive at the time of occupation of a dwelling in the retirement community) to live with the PsWD. Over a period of time, the Community Trust will try and wean away the parents from their Special Child/children so that they can slowly learn to live independently, which they will have to on demise of the parents. The Community Trust may allow parents to go on short holidays or for attending some private family functions etc.

However, the concept **does not permit parents** to leave their Special child/children in the retirement community and stay elsewhere as this is not such a residential facility but part of a retirement community.

Indemnity will be taken from parents or the Guardian (in case parents are dead at the time of entry of the PWD into the retirement community) that they will not desert the retirement community after leaving behind the PWD in the retirement community. *This would be considered as a criminal offence and necessary action would be taken as per law.*

26. Does it mean the nominated Guardian will have to live with the PWD?

No, it is not necessary. Only when the guardian seeks dwelling for a PWD, he or she will be required to live in the retirement community. Once the Community Trust is confident

that the PWD can live on his or her own, the guardian need not live in the retirement community

In such a case, the PWD will be shifted to the hostel room and the dwelling can be disposed off and the amount so realised will be deposited in the respective Beneficiary Trust and the interest used for the living of the PWD as assessed by the Community Trust. Or the Guardian will have to sign an Indemnity to clear all dues incurred by the PWD without fail or pay a deposit as decided by the Community Trust based on the care requirements of the said PWD.

*It would be advisable in such cases of PWD with Guardian that the dwelling is given on Long Term Lease at the same cost as paid by any other client for a similar dwelling so that the Community Trust can return the dwelling to **Covai** and get the amount paid for lease and deposit the same in the Beneficiary Trust of the said PWD. Agreement with Covai by the Guardian will have necessary clause at the time of getting the dwelling on Lease.*

- 27. Are there any parameters for the PWD to be allowed to live in any of the CovaiCare Retirement Communities? Who decides on the eligibility of a PWD living in the community?**

At the time of booking of dwelling an assessment of the PWD will be done based on the KYC norms set by the CovaiCare Management along with the Trustees of CovaiCare Trust and decide on allowing PsWD parents to invest in a dwelling in the retirement community.

- 28. Is it mandatory for the PsWD to occupy the allotted hostel room after the demise of his/her parents?**

Yes it is. The concept is that the PsWD resides within the community, in a residential unit (hostel) that would cater to his individual residential needs and the community will provide all the care required for the PsWD.

- 29. What happens to the furnishings that are installed in the residential unit (Hostel), when it is vacated?**

If the furnishings are removable without causing any damage to the construction then it will be removed and returned. The cost of removal of the furnishings will be deducted from the final amount payable to the PSWD.

However if the Parents/Guardians wish to leave the furnishings which are in good state and required for the next occupant, then it will not be removed.

30. How will the monthly expenses and other costs be recovered after the demise of the Parents?

The expenses will be recovered based on the assessed care and other survival costs from the Beneficiary Trust established by the Parents. The Parents will have to ensure that money as worked out by the Community Trust is always available even before the sale of the Property since it might take a while for the property to be sold and money deposited in the Beneficiary Trust by CovaiCare Trust. By so doing, the PWD's care requirements will always be met until the property is sold and the money is deposited in the Beneficiary Trust.

31. Can I leave the community if I do not find it comfortable for my son/daughter who is a PsWD?

Yes, you can leave the community at any time you find it unsuitable or inconvenient for your son/daughter. The residential unit allotted to you will be withdrawn and the amount will be returned without interest (if any, paid by way of refundable deposit).

In this case, you are supposed to sell the dwelling only to a PWD parent identified by COVAI and abide by the terms and conditions stipulated under the "Property management" clause in the Services Agreement entered into between the Parents, Covai and CSCS, the Service Provider of the said project.

32. Can my son/daughter who is a PsWD leave the community after my/our demise?

Yes, he/she can leave the community, if the Guardian appointed by you is convinced that the community is not suitable for him/her. The residential unit allotted to the PsWD will be withdrawn and the balance amount available in the Beneficiary Trust account of the PWD will be returned to the nominated Guardian.

33. Will my son/daughter who is a PsWD be required to pay for food and other community maintenance costs, after my/our demise?

After the demise of his/her parents/guardians, the PsWD will be considered as a resident of the community. Food and other charges distributed amongst all residents will be a cost to him/her as well which will be collected from the Beneficiary Trust.

34. On Parents demise what will be the criteria for selling the dwelling?

After the demise of the parents as per their registered WILL which will be under the custody of CovaiCare Trust. CovaiCare Trust will become the owner of the dwelling and would engage in the sale of the dwelling and pass on the proceeds to the Beneficiary Trust.

The concept is to maintain the parity of 10% of residents being parents/guardians of PsWD in the said project. The governing body of this concept, the CovaiCare Trust, will ensure that parity of senior citizen's who parents/guardians of PsWD are and other senior citizens are restored at the earliest.

35. How will the PsWD be gainfully engaged in the community?

The Community Trust will engage appropriate organizations/individuals, to conduct periodical assessments of the PsWD on their abilities and skills, and recommend an engagement plan for the PsWD.

The community trust will ensure the execution of the engagement plan. It will be the endeavour of the community trust to ensure that all PsWD are gainfully engaged/employed within or outside the community during their stay in the community.

At this point, it is not possible to spell out how the PsWD will be gainfully engaged.

36. By what methodology does Covai assess a PWD? Do they conduct screening tests and are these expensive?

These are early days and our experience in dealing with PWDs will be assisted by the parents of the PWD, experts in this field and professionals Psychiatrists (if required)/professional and trained Counselors, who deal with Special children. We are in the process of finalizing a booklet on Care of PWDs and this aspect will be included. As on date we see the PWD and make our own assessment (as per KYC norms) and are dependent on what we see and what the parents share.

37. When is the assessment/screening done for a PWD (for his particular needs) - is it at the time of handing over the villa or at the time when the PWD enters the facility (as decided by the parent)?

It will be at the time of booking since there is no point in denying the access to the facility after the booking for the dwelling is done.

38. Will each PWD have standalone caregivers or they will be common? What would be the average cost of a caregiver on a stand-alone/sharing basis?

It will depend upon the care assessed. For example if there is a PWD with Down Syndrome who is wheel chair dependent, the care giving cost will be more than say a PWD without any physical disabilities and can communicate or is trained in taking care of basic needs.

The cost will be assessed on each PsWD need by the Trust in the Community with professional help and then fixed. Initially, the cost may be shared until all PWDs are assessed for care needs and the Trust with the help of parents and the Management fixes

the care giving cost. Until we commence operations, we will not be able to give any figures.

39. In case Full-time Care giver needed for my child, will the Care-giver be exclusively for my child?

Yes, the full time caregiver will be exclusively for your child.

40. What happens when the Full-time care-giver needs to go on leave? Will there be a ready replacement? And would such replacement be fully aware of my child's needs?

The Community Trust will be responsible for ensuring a shadow person, who is also a care giver, to accompany the full time care giver so that the shadow person can take over the care giving role when the need arises. The Community Trust will also monitor and record the needs on a regular basis so that the Care giving for the PWD is always fulfilled.

41. In case the PWD's have a specific diet/medical requirement how would this be addressed?

This is what we expect the parents/guardian of PWD and the Trustees as well as experts whom we will be associated with to do the needful. Dietary requirement is not a problem.

If the Special diet warrants any additions to cost, it can be worked out. However, the cost of medical treatment would be more difficult to assess.

This is because of the following reasons:

- ✓ Medical costs could be for temporary or minor ailments or for serious cases requiring surgery, hospitalisation, post operation recovery etc.
- ✓ It will depend on whether the PWD has medical Insurance and if so what all it covers, whether it is cashless or to be paid first and claimed later (entire claim may not be accepted by the Insurance Company)
- ✓ It will depend on treatment like Dental which are not covered by Insurance
- ✓ It will depend upon if the PWD needs Assisted or Memory or Palliative Care
- ✓ It will depend upon the hospital recommended by the Specialist Doctor of the PWD or the Doctor engaged by the Trust for the PsWD.

Therefore, these details will need time to work out. In our scheme of thinking, the Trust will be able to assess the cost over a period of time and after getting data about the PWD and the medical cost in the city that the facility for PWD is made available.

42. In case the parents of a PWD are looking to travel for short visits, will Covai take care of them for the limited days till the parents are back?

We realize that the care that is required for PWD demands a lot from the parents and they need a break. It is not Covai who will organise this, but the Trust formed in the Community. Covai is the facilitator and the Community Trust would be the one to organise all this as the Trustees include parents of the PWD.

Surely such arrangements are possible and will be dependent upon the parents of PWD in the community. Covai can and will extend all support.

We also would slowly like to wean away the PWD from his or her parents, as we do not want any sudden shock because of their demise. The Trustees would be addressing this issue during the lifetime of the parents of PWD. Surely the parents can make adjustments once the bonding takes place and for short-term absence, this should not be a problem. However, we will not permit parents leaving the Special child or children in our care and staying away from them. This model is not designed like such a model that is available outside.

The aim of this concept adopted for PWD by Covai is **“guaranteed care and services to the PWD until their demise, especially after the demise of the parents”**.

43. In the untimely demise of a PWD, and the parents being still alive how would be the PWD room be allotted at the said project?

The hostel room is available now for allotment. It can be allotted by the Community Trust to another parent of PWD who can invest in a dwelling in the said project and also get the hostel room for their ward. If no dwelling is available for sale, the existing parents of PWD will have to hold on to the hostel room until a client can be found by the Management.

44. Can the parents of a PWD decide to have the PWD with them in their own accommodation? Is this permissible or must they be in the PWD hostel?

The model works on the basis of the PWD staying with the parents until their demise and moving to the Hostel accommodation on their demise by a structured training for the PWD to live alone during the lifetime of the PWD.

45. Will Covai be organizing activities to keep the PWD occupied depending on their condition? What are plans to keep them occupied as each have their own area of interest?

Covai are only facilitators, who created this concept of care for the PWD after the demise of the parents. The Trustees of the Community are responsible for the care as well as activities for the PWD. Covai has made space available for organizing activities to the

PWD to keep them occupied. Covai will also employ those PWD who can perform any work in the Community and make them feel wanted and also keep them occupied. Their parents of PWD, many of whom are trained to teach Special Children including vocational training, will decide the specific activities for specific PWD. Whatever the cost for the same will be decided by the Trustees of the Community Trust.

46. Would this monthly expense vary from individual to individual depending on the case or be a flat fee?

Care expenses will depend upon the type and quantum of care that is necessary. It will not be same for all and nor will it be charged uniformly.

47. Would the monthly expense for PWD change drastically or incrementally over time?

There will be annual increment since labour cost increases each year. However, we do not intend charging anything for profit and do not expect the Trustees to charge exorbitantly. Please note four of the seven Trustees are parents of PWD living in the same community.

48. Who would assess the quality of the caregivers for the PWD? Would these caregivers be qualified staff or will they be trained in-house?

The Trustees of the Community Trust would evolve a system. We have a system to assess the Caregivers as we do our other staff.

The Caregivers would be trained. If there were any qualified caregivers, Covai would recruit them. For the present we intend recruiting Caregivers and put them under basic training with one of the Specialized Teacher for Caregivers and then give them on the job training under the care of the Trustees.

49. Are there any special statutory approvals required to maintain and run a PWD facility?

To the best of our knowledge, there is none as on date in India. If it is required, we will do the needful as we do not want to break any rules.

50. If there is any kind of medical emergency for a PWD patient, what are the plans or if any POA is to be established?

When the parents of PWD are alive, we have no problem. In case the parents are no more, the management and Trustees would ensure that the same Emergency Care facilities, for which CovaiCare is known for, would be implemented for the PWD. The aim of this concept is to provide care and services to the PWD without any discrimination.

51. At PWD establishment, can the family doctors of a particular PWD be permitted to examine their patient? Would there be any restrictions?

So long as the parents are alive, they can consult the doctor of their choice.

After the demise of the parents, the Trustees would record the Specific Doctor who has been attending to the PWD and the Medical Record maintained in the Medical Centre on each resident and PWD would indicate this information. We shall provide all facilities to go to the Doctor and the Trustees of the Community Trust will charge the Doctor's fee to the PWD account.

If for any reason the same doctor becomes unavailable, the Community Trustees would find a suitable relief and ensure proper treatment to the PWD.

CovaiCare



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