



PATIENT CONSENT and SERVICES AGREEMENT

This agreement dated _____ of _____, 20__ entered into by and between:

The Banyan Tree LLP a company serving in the field of home healthcare with its business office located at **Banyan Tree Geriatric care & recovery home, Next to Mulund High School, Chandan Baug, Mulund West Mumbai 400080 Maharashtra India**

And

Mr./Ms. _____, resident of _____

_____, who will receive services under the agreement

(here in after referred to as “PATIENT”)

And

Mr./Ms. _____, resident of _____

_____, who is a legally acceptable representative (hereinafter referred to “LAR”) of PATIENT and is authorized to sign on behalf of the PATIENT, contracting in his/her personal capacity as well as on behalf of the PATIENT.

This agreement defines the scope, terms and conditions of services and the contractual obligations between the aforementioned parties during the term of agreement. By signing this Agreement, the parties agree to be bound by the provisions of this agreement.

Whereas The Banyan Tree LLP is inter alia in the business of providing services in the field of Home Health care and recovery home care to patients.

PATIENT/LAR is desirous of availing these services from **The Banyan Tree LLP** whose scope is described in the table below (such services are henceforth referred to as “**Services**”) on such terms and conditions and on such pricing as specified in this agreement.

Whereas the agreement and the terms and conditions thereof have been read over and explained in Vernacular as well.

<i>S. No.</i>	<i>Services Description</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total Cost</i>
A. Total Billing				
B. Initial Advance Payable				
C. Balance Payable (A-B)				
Billing Cycle				

The initial term of this agreement will be for a period of _____ days/months. Thereafter, it will be automatically renewed unless one of the parties specifically terminates the agreement in writing.

The Patient/LAR declares that he/she is more than 18 years of age and of sound mental health and is providing **The Banyan Tree LLP**. With the personal and medical information of the Patient voluntarily for the purpose of completing the patient registration process as well as planning the service to be rendered.

The Patient/LAR declares that he/she understands and is fully aware of the risks associated with home medical care. They have been explained to him/her in detail by The Banyan Tree LLP Coordinator and have sufficient opportunity to ask questions

The Patient/LAR acknowledges that as The Banyan Tree LLP is concerned, their services are restricted to implementation of medical treatment and advice as stipulated by the Patient's treating doctor/medical consultant

The Patient/LAR also accepts that he/she will not, directly or indirectly; solicit services of staff deployed by The Banyan Tree LLP and also patient/ LAR has to informed about staff to nearest police station.

The Patient/LAR declares that he/she has read and understood the terms & conditions as mentioned in this Patient Services Agreement and its annexures on the reverse. The Patient/LAR hereby agrees to the terms and conditions of Patient Services Agreement and authorizes The Banyan Tree LLP to carry out its services as per the standard procedures.

PATIENT/LAR,
Pvt. Ltd.

For and on behalf of The Banyan Tree LLP

Signature:

Signature:

Name:

Name:

Date:

Date:

TERMS & CONDITIONS

1. Definitions

- 1.1. "Patient" who will receive services under the agreement.
- 1.2. "LAR" legally acceptable representative of PATIENT.
- 1.3. "The Banyan Tree LLP" refers to as Banyan Tree Geriatric care & recovery home

2. General Terms

- 2.1. The Banyan Tree LLP are non-transferable and only cover the patient named in the Patient Services Agreement.
- 2.2. The PATIENT/LAR confirms that the nature and scope of Services have been fully explained to him/her.
- 2.3. The Patient has further completed the **Patient Registration Form** providing general details, physician details, emergency contact details, medical history including pre-existing medical condition and medication information to the best of his/her knowledge.
- 2.4. THE BANYAN TREE LLP are not a substitute for emergency medical services offered at hospitals. In case of a medical emergency, the caregiver should contact emergency service providers such as ambulances and/or rush to nearest hospital along with informing THE BANYAN TREE LLP about it.

3. PATIENT/LAR Rights

- 3.1. Be treated with courtesy, dignity respect & be cared for by suitably qualified and trained healthcare staff at all times.
- 3.2. Have personal and medical information privacy and confidentiality protected as per prevailing government guidelines.
- 3.3. Have complete information to make an informed decision with respect to the proposed Services being offered.
- 3.4. Express concern or complain about the care or services provided to them or provide candid feedback on the The Banyan Tree LLP staff.
- 3.5. Request with supporting reasons for change THE BANYAN TREE LLP Care Professional or any other service.
- 3.6. LAR shall have a right to terminate this agreement with or without cause or in the event of PATIENT's death.

4. PATIENT/LAR Obligations:

- 4.1. To provide full and accurate information about PATIENT's health, medical history and personal care needs to The Banyan Tree LLP Professional.
- 4.2. To strictly adhere to the advice and instructions given by the Treating Physician.
- 4.3. To inform Treating Physician immediately, if:
 - 4.3.1. changes in his / her health condition or care needs; or
 - 4.3.2. a medical emergency develops; or
 - 4.3.3. PATIENT's health deteriorates abruptly; or
 - 4.3.4. In the unfortunate event of PATIENT death.
- 4.4. To provide following documents for PATIENT including one (1) Proof of Identity and one (1) Proof of Address.
- 4.5. To provide the address of PATIENT/family member where the THE BANYAN TREE LLP Staff will be required to report to in writing and ensure that the said address is a safe and habitable place for The Banyan Tree LLP Services Staff.
- 4.6. In case the PATIENT/LAR wishes to change any scope of Services or The Banyan Tree LLP Staff or equipment, the same needs to be intimated to The Banyan Tree LLP in writing along with supporting reasons in advance. The Banyan Tree LLP L shall review and approve the change request in its sole discretion.
- 4.7. To inform THE BANYAN TREE LLP of any non-availability of PATIENT due to travel *etc.* at least 2 business days in advance. In case of failure to inform, the Services shall be deemed to have been rendered by THE BANYAN TREE LLP or THE BANYAN TREE LLP Staff becomes aware of the absence of the PATIENT.
- 4.8. To treat all THE BANYAN TREE LLP Staff or representative involved in the Services, whether residential or not, with courtesy and respect at all times. Any kind of violent or abusive behavior including foul language, physical attack or assault, mental harassment, sexual assault and harassment is unacceptable. Any such acts shall result in immediate termination of contract apart from other suitable police and legal action by THE BANYAN TREE LLP.
- 4.9. Any acts of individual misdemeanor or any unlawful behavior on part of any THE BANYAN TREE LLP employee/worker/staff provided would not bind THE BANYAN TREE LLP into any legal culpability.
- 4.10. The PATIENT/LAR will not hire or seek to hire any THE BANYAN TREE LLP Staff directly or indirectly, or solicit, induce, recruiter encourage any of THE BANYAN TREE LLP employees or independent contractors to leave their engagement with THE BANYAN TREE LLP for any reason. Any such action will render PATIENT/LAR liable to pay liquidated damages towards loss of cost incurred for recruitment and training of the THE BANYAN TREE LLP Staff. The PATIENT/LAR agrees that the nurse, attendant or any other staff sent by THE BANYAN TREE LLP to his/her home is for the exclusive purpose of rendering services to the PATIENT only and will not be asked to perform any other household functions or chores.

- 4.11. The PATIENT/LAR understand that the THE BANYAN TREE LLP Staff are neither authorized to accept, have custody of or have the use of cash, credit or debit cards, bank cards, Cheques or other valuables belonging to PATIENT or family members and nor are they to be paid any kind of cash by PATIENT/LAR.
- 4.12. The PATIENT/LAR is responsible to protect his/her valuables and keep them in safe custody during period of visit by THE BANYAN TREE LLP staff. THE BANYAN TREE LLP will not be responsible for any such theft or misappropriation and will not pay any claims pertaining to such unauthorized use, theft or misappropriation.
- 4.13. The PATIENT/LAR shall take good care of the equipment belonging to THE BANYAN TREE LLP or its contractors which is placed at the residential address of the PATIENT for delivery of Services. In case of any loss or damage to such equipment due to any act or omission of the PATIENT/LAR or other occupants of the premises, the PATIENT/LAR shall make good such loss or damages to THE BANYAN TREE LLP PVT. LTD

5. THE BANYAN TREE LLP Rights

- 5.1. THE BANYAN TREE LLP reserves the right to demand agreed fees in advance and get paid by PATIENT/LAR in advance. In case the amount is not paid within the stipulated period, THE BANYAN TREE LLP reserves the right to cease delivery of services without prior notice.
- 5.2. THE BANYAN TREE LLP will get suitably reimbursed for all additional or out of pocket expenses incurred by it for services provided to PATIENT.
- 5.3. THE BANYAN TREE LLP may sub-contract any or all services agreed under the Patient Services Agreement to third party partners such as Lab & Diagnostic Vendors, Emergency/Ambulance Services Vendors, Medical Equipment Vendors, Health Check-up Partners, Distributors, Chemists etc. to provide value added services to PATIENT.
- 5.4. THE BANYAN TREE LLP will record, save and store all personal information including health related information of the PATIENT electronically in a secure database. THE BANYAN TREE LLP will however not be responsible for any inadvertent cyber data theft from its website or databases.
- 5.5. THE BANYAN TREE LLP shall further organize a basic medical assessment of the PATIENT if it so deems fit for the purpose of ascertaining eligibility of the PATIENT.
THE BANYAN TREE LLP shall have a right to terminate the Patient Services Agreement with or without cause or in the event of patient death as per Clause 9.3.3 without advance notice to the PATIENT/LAR.

6. THE BANYAN TREE LLP Obligations

- 6.1. Provide suitably qualified and trained medical and paramedical staff to PATIENT.
- 6.2. Ensure proper background checks for all staff deployed for services to the PATIENT.
- 6.3. Ensure proper uniform, hygiene and upkeep of all staff resources deployed at PATIENT's address.
- 6.4. Maintain PATIENT health data, reports, charts in a physical or electronic file for easy reference.
- 6.5. Ensure privacy and confidentiality of all PATIENT data as per stipulated government guidelines and regulations subject to THE BANYAN TREE LLP Privacy Policy and share the same only with third party medical and paramedical staff in course of the Services or when medically necessary.

7. Indemnification and waiver of liability

To the extent permitted by law, the patient/LAR hereby waives his/her right to initiate a claim, action, suit, or legal proceeding including Criminal Proceedings by whatever name called against THE BANYAN TREE LLP and its directors, agents, employees and contractors arising from

- A. Any pre-existing medical condition of the patient; or
- B. Any adverse drug reaction; or
- C. Medical procedure related condition that is not connected to THE BANYAN TREE LLP
- D. Any services which are not directly provided by THE BANYAN TREE LLP

SIGNATURE OF PATIENT/LAR

DUTIES AND RESPONSIBILITIES:-

Service Responsibilities

Under the direction of the Home and Community Care Service Manager the Home Health Nurse provides skilled nursing services in accordance with the advice of a physician and under a plan of care. Duties are as follows but not limited to:

1. Monitoring of vital signs during home care; blood pressure, heart rate, temperature and oximeter statistics
2. Monitoring of blood glucose levels, and providing teaching and support for client and family

Job Description – Home Health Nurse

3. Preparation and/or administration of medications including Pre-Pour Medications, Pre-Load Syringes as required;
4. Medication monitoring and support for clients with acute or chronic health conditions;
5. Observing skin colour, texture and general condition to find infection early in clients
6. Wound assessment and dressing changes including suture removal & bedsores management.
7. Monitor and care of catheters and ostomy (Tracheostomy / Colostomy)
8. Skilled in I.V. / I.M. Therapy and P.I.C.C. Lines
9. Provide Advanced Foot Care
10. Ability to monitor chemo toxicity and knowledge of chemo medications
11. Monitor pain control
12. Cardiac Assessments
13. Supervision/health teaching and support for family and caregivers on regular basis;
14. Ability to assess mental status
15. Report concerns and/or changes in clients health to care manager and/or service manager or other health care professional
16. Familiar with equipment and ability to provide nursing assessments to patient as & when require
17. Maintaining complete hygiene including sponging, change of diapers

PATIENT PARTY KYC FORM

Case No: TBT/MUM/

1. Name of Patient: _____ Age: _____ Discharge Date: _____

2. Discharged From (Hospital): _____

3. Responsible Person on Behalf of Patient: (For Communication)

Name _____ Relation _____ Contact No. _____

E-Mail id. _____

4. Current Address:

5. Permanent Address (If Applicable)

6. Details of Patient (Only for Records & Not for Calling Purpose During Service)

Mobile Number _____ Mail Id _____

DOB : _____ Marriage Anniversary : _____

7. Bank Details: In Case if Applicable for refund

8. Name of Person:

Name of Bank:

Branch Details:

IFSC Code:

Pre-Consent Policy

1. THE BANYAN TREE LLP is not an emergency care organization & it's fully committed & dedicated to provide organized care at the comfort of patient home & is looking forward for co- operation from patient party to begin the service with.
2. In case if patient is at hospital, THE BANYAN TREE LLP Medical / Paramedical experts would like to do a free Medical Assessment of the patient one day before discharge & post the suggestion of the treating doctor of the patient we would like to test the suitability of our medical equipment mainly Ventilator & BIPAP/CPAP at hospital for a min of 6 Hrs. & max. Of 12 Hrs. before the discharge of the patient.
3. After getting satisfactory written consent of the treating doctor of the patient we would like to shift the patient at Home.
4. In this process we require a minimum of 12 Hrs. time to arrange our Medical / Paramedical Staff & Medical Equipment at patient's home & same will be expedite after signing up of an agreement & realizing the money either online or in the form of cheque.
5. Patient Party has to provide us a dully signed copy of all the medical equipment received at his end at home before installing the same with patient for our records.
6. Our technician would install all the equipment as advised for patient by his doctor & would take Ok consent. In case if there is any damage or dysfunction post service or in between Service Company have right to charge as per policy.
7. In case of Critical Care where Patient needs Intensive Care at home, THE BANYAN TREE LLP recommends the visit of a "Critical Care Specialist Doctor" at home to ensure optimum outcome in terms of recovery of the patient till the time he/she is medically stable.
8. Post Service, Patient party has to handover all the medical equipment with in 12 hrs to the company with all formalities of handing over form dully signed.
9. Patient Party has to fill a KYC form for records & refund policy.
10. Patient Party has to provide the food in case of the straight 24 hrs duty to the paramedical staff.
11. There would be no money transition with Paramedical staff .
12. Company would provide all the necessary documents related to Paramedical staff before the commencement of the service like Educational Certificates to assure the best quality of service at home.

13. Company would provide a progressive report in form of a booklet that would be maintained hourly & all a copy of same would be shared hourly online to our subject matter expert to update them the progress of case.
14. In case of Emergency, Patient party has to connect with the treating doctor of the patient & shift the patient back to hospital if needed.
15. Any legal aspect would be settled under the jurisdiction of Delhi or (As applicable)

I read & Understood the terms & conditions of advance payment & refund policy for THE BANYAN TREE LLP In case of any discrepancy I assure to resolve the issue amicably with organization.

Name :

Date :

Place:

Signature: