



## **Simpson's Hospital Resident's Guide**

***Registered Provider: Trustees of Simpson's Hospital,***

***Contact Address: Ballinteer Road, Dundrum, Dublin 16***

***Nominated Provider: Mr Patrick O'Connor Chairperson of Board of Trustees.***

***Person in Charge: Ms Sudha Baby Isaac.***

**Registration Number: REG-0010865**

**Centre ID: 0096**

**Date of Registration: 27<sup>th</sup> October 2017**

**Date of Expiry: 26<sup>th</sup> October 2020**

## **Welcome to Simpson's Hospital**

This guide has been developed to provide prospective residents, current residents and families with all the information they need about the services and facilities here in Simpson's Hospital. Whether you are someone who is considering moving to our nursing home or someone who is assisting your loved one to make a decision about moving to Simpson's Hospital we hope that this guide will have all the information you need to answer any questions you may have.

If you have any questions that are not answered in this guide the Person in Charge, Ms Sudha Isaac or any member of management will be pleased to provide you with further information.

It is our promise to do everything we can to make you or your loved one's stay with us here in Simpson's Hospital a safe, comfortable and happy one.

## **About Simpson's Hospital**

Simpson's Hospital is a 48 bedded Nursing Home that provides long term residential care for men and women over 65 years of age. Since our foundation in 1779 Simpson's Hospital has cared for older persons from all walks of life and religious denominations.

## **Aims and Objectives of Our Services**

- To provide the highest standards of quality and safety in the provision of care and services to our residents
- To deliver appropriate care through a person centred approach that recognises the dignity, value and uniqueness of each resident
- To promote an 'enabling' approach to care that focuses on the abilities of our residents
- To provide care in an environment that promotes the privacy and respect of each resident in our care
- To actively encourage the involvement of each resident in decisions affecting care and services in Simpson's Hospital

## **Our Ethos of Care**

Our philosophy is to treat all our residents with dignity and respect while providing them with the highest possible quality of care. We hope that our residents find in Simpson's a home from home and become part of our family. The ethos of Simpson's Hospital is centred around the provision of person centred care within a culture of continuous quality improvement. We strive to create a homely, relaxed and friendly atmosphere in a modern state of the art facility

## **Mission Statement**

*Simpson's Hospital was founded in 1779 as a charitable institution to care for older persons from all walks of life and religious denominations. We aim to provide our residents with an excellent quality of nursing home care so as to maximise their quality of life.*

## **Resident's Responsibilities**

For your comfort and safety, we request that every resident in our nursing home will:

- Respect the rights, dignity and needs of the other residents in the nursing home and to respect the needs of the nursing home community as a whole
- Respect the rights and dignity of staff to work in a harassment free environment
- Care for your own health and well being in so far as you are able
- Inform your General Practitioner, as far as you are able, about your medical history and current state of health

## **Description of Care Provided**

Simpson's Hospital can accommodate up to 48 residents and provides care and services for men and women of 65 years and older.

We provide long term care for residents with varying conditions, abilities and disabilities. These include residents with dementia, cognitive impairment and those with physical and sensory impairments. We cater for the health and social needs of residents whose dependency levels range from medium to maximum according to the descriptions outlined below.

**Descriptions of dependency levels as used by HIQA in their "Annual Return for Providers of Designated Centres: Residential Care Centres for Older People" are as follows:***(Annual Survey of Long Stay Department of Health and Children, 2006)*

**Medium Dependency:** Person whose independence is impaired to the extent that he/she requires residential care because the appropriate support and nursing care required by the person cannot be provided by the community. Mobility is impaired to the extent that the person requires supervision or walking aid.

**High Dependency:** Independence is impaired to the extent that the person requires residential care but is not bed bound. The person may have a combination of physical and mental disabilities, may be confused at times and be incontinent. He/she may require a walking aid and physical assistance to walk.

**Maximum Dependency:** Person whose independence is impaired to the extent that he/she requires nursing care. The person is likely to be bed bound, requires assistance with all aspects of physical care and may be ambulant but confused, disturbed and incontinent.

Simpson's Hospital is primarily a nursing facility that provides 24 hour general nursing care. We do not provide acute medical or hospital treatments and services. Where a person requires acute hospital care during their stay with us, we can arrange for transfer to one of our local hospitals for appropriate acute care and treatment.

Simpson's Hospital provides the following services to our residents:

- Accommodation
- Food
- Heating and lighting
- Laundry (except dry cleaning)
- Cleaning of room and communal areas
- Provision of nursing care on a 24 hour basis to provide personal care as outlined in each care plan
- Nurse Call System
- Insurance including loss and liability cover

The following professional services may be obtained from the Health Services Executive. Any private fees payable for the following services is the responsibility of the individual resident:

- Dietician
- Dental Care
- Optician
- Speech and language therapy

- Physiotherapy
- Chiropody
- Occupational Therapy
- Palliative Care Team
- Nurse Specialists

## Medical Cover

Medical cover may be provided by each resident's general practitioner. Simpson's has a visiting general practitioner who holds a weekly clinic in the Hospital. The Hospital's general practitioner uses a locum service to provide out of hours care for their residents. On admission residents can transfer to the Hospital's General Practitioner.

## Admission Process

Referrals for admission to Simpson's Hospital come from a variety of sources. These include:

- Private self referral
- Acute hospitals
- Community healthcare services
- Other residential care settings for older people



Apart from emergency admissions, following referral, a member of our nursing staff arranges to meet with prospective residents and their family members either at home or in the referring facility.

This meeting is arranged in order to carry out a pre-assessment of the resident's needs in order to ascertain the suitability of our centre to meet those needs. Where it is not possible to arrange for a member of nursing staff to visit, e.g. where a referral is urgent, information required to

ascertain the suitability of Simpson's Hospital to meet the needs of a prospective resident is received over the phone from the referring facility.

Except in the case of an emergency all admissions to Simpson's Hospital are planned. Prospective residents and their families or representative are invited and encouraged to visit the nursing home, have a tour of the facilities, meet with staff and other residents and receive information in response to any queries they may have. On admission the resident and/or relative will be given a Contract of Care.

### **Assessment and Care Planning to Meet the Needs of Residents**

Assessment of your individual needs commences when we receive a referral for admission to our facility. We promote a collaborative approach to assessment of needs leading to an agreement on a plan of care that will meet your individual needs and preferences.

Prior to admission, assessment takes place in the referring facility or in your own home if feasible. A more comprehensive assessment takes place on admission to Simpson's Hospital. On the basis of these assessments, an initial written care plan is developed and agreed with you / or family members. Assessment and care planning to meet your needs continues throughout your stay in accordance with your needs and circumstances. Nursing staff will keep you and/or family members informed of any reviews of your care plans.

### **Safety**

Your safety is important to us. Our motto is that '**safety is everyone's business**'. We take a proactive approach to promoting the safety of all of

our residents, staff and visitors through Safety and Clinical Governance committees, education and ongoing safety initiatives. Staff are actively involved in the promotion of health and safety in Simpson's Hospital through their specific roles and responsibilities.

We also encourage residents and visitors to be involved in the promotion of safety by informing us of anything that they feel may pose a risk to the safety of any person residing, working or visiting Simpson's Hospital. In addition to general safety, we have a programme for responding to major emergencies. All of our safety plans are reviewed on a regular basis.

### **Fire Safety**



Simpson's Hospital has a fire safety programme in place. Information on fire safety is displayed at strategic points throughout the building. Our fire safety programme includes regular fire drills and testing of the fire alarm. Residents are informed of any tests or practice drills prior to their initiation.

All of our staff receive ongoing training to respond appropriately to fire and other emergencies, including evacuation. Our fire safety programme has the involvement of an external Fire Safety Officer who conducts regular fire safety inspections of the building.

### **Infection Prevention and Control**

We adopt a proactive approach to the prevention and control of infection at Simpson's Hospital. An important part of this is 'clean hands'. All of our staff receive training on infection prevention including hand hygiene. We

also ask residents and visitors to use the hand hygiene facilities provided throughout the building and in particular when entering and leaving Simpson's Hospital.

## Medicines

It is important that we know what medicines you are prescribed. This information is collected both as part of the pre admission assessment and the admission assessment. In order to assist us, we request that if you are coming from home that you please bring with you any medicines that you are taking and your current prescriptions.



## Quality of Care and Services

We are committed to continuous quality improvement of the care and services provided to you. We actively promote and monitor quality and standards through our 'clinical governance' system. An essential part of this system is the involvement of residents, families and visitors in improving our services. This is achieved through our residents' council and through quality surveys conducted with residents at varying intervals. We welcome comments and suggestions from you at any time for improving our care and services.

## Laundry

The hospital's laundry service is provided by an outside contractor. Residents are advised not to put any woollen, hand wash or delicate items into the laundry. All laundry items are liable to be washed at high temperatures for infection control purposes. All resident's clothes must be clearly labelled. The hospital can take no responsibility for lost or damaged clothes.

## Environmental Facilities

- 48 en-suite bedrooms
- 6 additional toilets of which 4 are wheelchair accessible
- Assisted bath and shower room
- Extensive landscaped grounds with wheelchair accessible path
- Resident's Greenhouse
- Enclosed garden area with water feature
- Large dining room
- Sun Room
- Smoking room
- T.V. Room,
- Visitors Room
- Reflection Room
- Day Room
- Hairdressing Room
- Seated Glass Link Corridor looking out onto the grounds
- Treatment Room
- 2 Nurses' Stations
- In house kitchen



## Privacy and Dignity

It is our policy to promote the privacy and dignity of all residents. We do this by ensuring that all staff are familiar with our Privacy and Dignity

Policy that outlines the requirements for safeguarding the privacy and dignity of each resident during all care activities. In addition, Residents of Simpson’s Hospital have access to a private area for meeting family / visitors in accordance with their requirements. We also ensure that personal healthcare information is protected through a robust system of records management, which is detailed in Simpson’s Hospital Records Management Policy.

### Services and Activities available in Simpson’s Hospital

<b>Service/Facility/Activity</b>	<b>Frequency</b>	<b>Accessibility</b>
Mass	On site every week	No Restrictions
Church of Ireland Service	Liaison with Taney parish to accommodate residents’ spiritual needs as required	
Live mass via internet	Every day	Available for any resident who wishes to attend
Ecumenical Prayer Service	9 a.m. Monday, Wednesday and Thursday	No Restrictions
Physiotherapy	Twice weekly on site service	By Appointment/ Referral from Nursing staff
Chiropody	Three monthly	By Appointment
Hairdresser	As required	By appointment
Extend Group Exercises	Every Tuesday at 11a.m.	No Restrictions
Fit for Life Exercises	Twice weekly	No Restrictions
Sonas	Weekly	No Restrictions

Movie Matinee	Weekly	No Restrictions
Visiting Pets	Weekly	No Restrictions
Gardening and Walks	Twice Weekly	No Restrictions
Arts & Crafts	Weekly	No Restrictions
Manicure and Hand Massage	Weekly	No Restrictions
Indoor Games	Twice Weekly	No Restrictions

Simpson's has a dedicated full-time Activities Co-ordinator. The Activity Co-ordinator organises outings for residents throughout the year. We also arrange social activities involving the local community. These include an annual Family Day and Cycle Rally. We promote the involvement of family and friends in accordance with your known wishes. Family members are encouraged to attend social activities that are arranged by Simpson's Hospital.

### Meals and Mealtimes



We are committed to promoting a healthy and nutritious diet with choice and variety for our residents in a calm and unhurried environment. As well as providing a tray room service, residents can choose to dine in our dining room. We cater for special diets as well as individual needs and preferences. A discussion of any special needs or preferences which you may have for meals and mealtimes will take place as part of your

assessment process. Our menu is available each day for you to choose from. A choice of soft drinks, juices and water is always available.

Breakfast	8.00 am Tray Service in room	No restrictions
Tea/Coffee	11.00 am	No restrictions
Lunch	12.30 pm to 1.30 pm	No restrictions
Tea/Coffee	4.30 pm	No restrictions
Supper	7.30 pm	No restrictions

### **Personal Items**

We would like each resident to feel at home here in Simpson's Hospital. Residents are therefore encouraged to personalise their room with favourite items and small pieces of furniture. For safety reasons all furniture and electrical items must be approved by the Hospital.

### **Valuable Items and Money**

Residents are encouraged not to keep cash or valuables in their rooms. The office can on request keep valuables or cash for safe keeping. On admission details of all valuables must be given to the admitting nurse.

### **Suggestions, Comments and Complaints**

Simpson's Hospital is committed to continuous quality improvement and therefore we welcome all suggestions, comments and complaints from

residents and visitors which will enable us improve on the quality of our care and services. If you have any suggestions, comments and / or concerns regarding care and services, you can communicate these to us in a number of ways. These include our residents' council.

### **Residents' Council**

Simpson's Hospital has a residents' council which meets in house on a regular basis. All residents are invited to attend these meetings to discuss issues of interest and raise any concerns they may have. Minutes of these meetings are recorded, shared with other residents and used to inform our continuous quality improvement plans. The meetings are facilitated by Ms Sudha Isaac and are attended by an independent advocate.



### **CCTV**

The hospital has internal and external CCTV cameras in place to help ensure the health and safety of our residents. The cameras are only in public areas.

## **Compliments and Complaints**

### **Making a Complaint**

- Any resident in Simpson's Hospital can make a complaint
- Anyone who is affected by, or may be affected by an action, omission or decision of Simpson's Hospital may also make a complaint
- A relative or representative may wish to make a complaint either on

a resident's behalf or because they have concerns about a resident's treatment or care. In such a case, unless there are special circumstances, then the resident's written permission to provide confidential information will be required before a complaint can be investigated

The staff of Simpson's Hospital will do everything they can to ensure that you are cared for properly and in a prompt manner. If, however, you are unhappy about any aspect of our care or services, you can express your concerns directly to us through our complaints process.

Our aim is to address any concerns that you may have and to thoroughly investigate and respond to these concerns promptly.

We treat all complaints whether verbal or in writing seriously.

Our staff must follow Simpson's Hospital Complaints Policy and Procedures and report all complaints (including verbal complaints) about any aspect of our services to the Person in Charge, Ms Sudha Isaac who is the Complaint's Officer for the nursing home.

Please be assured that making a complaint will in no way affect your future treatment or care.

### **Complaints Procedure –General**

If you are unhappy with any aspect of our services there are a number of ways you can express your concerns.

1. You may speak directly to the staff involved who will try to address

any issues or where this is not possible, the staff member will arrange for the Clinical Nurse Manager to speak with you. All staff are required to report any complaints to the Person in Charge.

2. You may speak to the Clinical Nurse Manager (or nurse in charge). He / she will try to resolve the complaint on the spot or where this is not possible, they will advise you on the formal complaints process.
3. If you do not wish to express your concerns or dissatisfaction directly with the staff involved, you may request to speak with the Person in Charge or Mr. Emmet Corrigan, Administrator. Both the Person in Charge and Administrator will endeavour to address your concerns or issues raised. Where the issue is more complex, they will advise you on our formal complaints process.
4. You can put any complaints in writing to Ms Sudha Isaac, Person in Charge, who will undertake an investigation of your complaint and provide you with a written response.

***While, we would attempt to resolve every complaint to the satisfaction of the person making the complaint as soon as it is received, some complaints may be of a more complex nature and may require further investigation.***

### **Stage 1: Verbal Complaints**

1. Verbal complaint is made to a staff member. Depending on the

nature of the complaint, the staff member will either try to resolve the issue at the point of contact or refer the complaint to the Clinical Nurse Manager or nurse in charge. The Clinical Nurse Manager / nurse in charge will aim to resolve the complaint to the satisfaction of the person making the complaint.

2. If it is not possible to resolve the complaint at this level, the Clinical Nurse Manager / nurse in charge will offer to refer the complaint directly to Ms Sudha Isaac or advise you about making a written complaint.
3. Ms Sudha Isaac will receive the complaint, meet with you and aim to resolve the complaint to your satisfaction.
4. If the complaint is resolved at this level to your satisfaction the details of the complaint and outcome will be recorded and reviewed as part of our continuous quality improvement programme.
5. Where a complaint cannot be resolved at this level, Ms Sudha Isaac will explain the reasons why and offer the opportunity to make a written complaint. The complaint then enters Stage 2 of our Complaints Procedure.

## **Stage 2: Written Complaints**

1. All written complaints will be received by Ms Sudha Isaac who,

together with Mr. Emmet Corrigan will conduct a preliminary review of the complaint to determine the most appropriate course of action including the need for a formal investigation process. He will acknowledge the complaint in writing within five working days of receipt of the complaint and provide details of what will happen next.

2. Where a formal internal investigation is required, Ms Sudha Isaac will provide details of how the investigation will be conducted, by whom and the expected timeframe of investigation of the complaint and any further information required.
3. Where a formal investigation is required, we will aim to provide you in writing with the findings of the investigation and our response within thirty working days. However, this timeframe may change depending on the complexity of the issues raised, the number of people / staff involved and the availability of information required. If for any reason, we are unable to complete the investigation within thirty working days, the Person in Charge will inform you in writing.
4. Where a formal investigation is being carried out, Ms Sudha Isaac will provide you with an update on the progress of the investigation at pre determined agreed timescales.
5. If for any reason, you or any other person making a complaint is not satisfied with the response to or handling of the complaint, Ms Sudha Isaac will meet with the person making the complaint to arrange for an independent review of the response to and investigation of the original complaint.

6. The independent review of any complaint will depend on the nature of the original complaint and this independent process will be agreed with the person who made the original complaint

Help and advice is available throughout the complaints process from Ms Sudha Isaac, who is our Complaints Officer or indeed from the Office of the Chief Inspector of the Health Information and Quality Authority.

Any complaint not resolved by the hospital's complaints process can be referred to the Office of the Ombudsman.

### External Facilities/Activities

Simpson's Hospital is situated in the popular and bustling area of Dundrum .We are located within walking distance of Dundrum Village and Town Centre. The M50 is minutes away by car as is the lovely Marlay Park. There are excellent public transport links to Simpson's via the regular bus services and LUAS Green Line.



The list of available buses are:

■ 14

■ 75



## **Making the Decision to Move to Residential Care**

We understand that the decision to move into long-term care can be a stressful one. At Simpson's Hospital we want to make your transition as smooth as possible. Our staff will be happy to meet with you and your family to give you a tour of the building and discuss any personal needs you may have. In order to ensure that you receive our uninterrupted attention we would ask that you schedule an appointment prior to your visit.

## **Visiting Arrangements at Simpson's Hospital**

We operate an open visiting policy in Simpson's Hospital however, for the safety and welfare of all those in the building at any time, we would request that all visitors sign in and out on entering and leaving. There may be an occasion where we may have to restrict visits for health and safety reasons or where any resident asks us to restrict his / her visitors.

## **Nursing Home Inspections**

Simpson's Hospital is registered with the Health Information and Quality Authority and is inspected regularly to ensure that the standards of care are being maintained. Inspections may be announced or unannounced and may occur during the day, in the evening, at night or at weekends. Registration is renewed every three years. The registration and inspection process is independent and reports will be published after each inspection.

A copy of the most recent HIQA inspection report is kept at the nurse's station on the lower ground floor and on the information stand at reception. If you require assistance accessing the report please contact Ms Sudha Isaac or Mr Emmet Corrigan. A copy of each report can be

obtained online at:

[http://www.hiqa.ie/functions\\_ssi\\_inspect\\_rep.asp](http://www.hiqa.ie/functions_ssi_inspect_rep.asp)

## **In Conclusion**

We are delighted that you have chosen Simpson's Hospital as your preferred place of care and we trust that you will have a happy and fulfilling stay with us. We acknowledge that moving into 24hr care can be a traumatic and daunting experience. We wish to assist you in every aspect of your transition. Our staff are both friendly and approachable and always willing to listen to any questions or concerns you may have.

For further information about the contents of this booklet or indeed on any aspect of our care and services, please contact Ms Sudha Isaac at **01 2984322**.

## Useful Contacts

Organisation	Contact details	Fax Number
Office of the Chief Inspector Health Information and Quality Authority, 1301 City Gate, Mahon, Cork.	Help Line 021 240 9660. E-mail: inspections@hiqa.ie	
Social Services Inspectorate Central Region, Health Information and Quality Authority, George's Court, Gorge's Lane, Smithfield, Dublin 7.	01 8147400  centralregion@hiqa.ie	
Local Health Service Vergemont Hall, Clonskeagh, Dublin 6.	01 2697877	
Office of the Ombudsman 18 Lower Leeson St Dublin 2	01 6395600 www.ombudsman.ie	
Age Action Ireland <a href="http://www.ageaction.ie">www.ageaction.ie</a>	01 475 6989	01 475 6011
Equality Authority <a href="http://www.equality.ie">www.equality.ie</a>	01 605 90000	01 605 9099
Irish Advocacy network	Lo call 1890 245 545	
Irish Heart Foundation <a href="http://www.irishheart.ie">www.irishheart.ie</a>	01 668 5001	01 272 2506
Mental Health Ireland <a href="http://www.mentalhealthireland.ie">www.mentalhealthireland.ie</a>	01 284 1166	01 2884 1736
Irish Cancer Society <a href="http://www.cancer.ie">www.cancer.ie</a>  Prostate Cancer Service: Action Breast Cancer	01 231 0500 1800 200 700 (Mon-Thu 9am-7pm and Fri 9am- 5pm)  1800 380 380 / 1800 309 040	01 231 0555



**NOW IT IS HEREBY AGREED AS FOLLOWS:**

**1 DEFINITIONS**

1.1 The following terms shall have the following meanings for the purposes of interpreting this Agreement unless the context otherwise provides:

**“Act”** shall mean the Nursing Homes Support Scheme Act 2009.

**“Commencement Date”** shall mean the **[Insert Date]**.

**“Force majeure event”** shall exist if either Party is hindered in the performance of its obligations pursuant to this Agreement or in the preparation for such performance, as a consequence of war, the threat of war, riot, nuisance, fire, water damage, flood, strike, sit down strike, lock out, import or export embargoes, defective machinery, disruptions in the provision of energy, as well as for any other cause that is not within the control or scope of risk of the party concerned.

**“Guarantee”** shall mean the guarantee executed between the Proprietor, the Resident and the Guarantor prior to or on or about the same time as the execution of this Agreement.

**“Guarantor”** means a person who shall guarantee the obligations of the Resident pursuant to the Guarantee.

**“Nursing Home”** shall mean the Proprietor’s nursing home situated at **[Insert Address of Nursing Home]** where the Proprietor shall provide the Services to the Resident.

**“Nursing Home Service Charge”** shall mean the charge for the services set out in Part 2 of Schedule 2 which the Proprietor provides to the Resident as a facility service provided to all residents.

**“Nursing Home Services”** shall mean the services set out in Part 1 of Schedule 2 which the Proprietor provides to the Resident as a facility service provided to all residents.

**“Individual Services”** shall mean the services set out in Part 1 of Schedule 3 which the Proprietor may provide to the Resident for the fees set out in Part 2 of Schedule 3.

**“Party” or “Parties”** shall mean the Proprietor and/or the Resident or either one of them as the proper context may allow.

**“Services”** shall mean the services which the Proprietor shall provide to the Resident more particularly set out in Part 1 of Schedule 1 for the fees set out in Part 2 of Schedule 1 or in the case of a Resident not in receipt of State Support the services set out in Part 1 of Schedule 4 for the fees set out in Part 2 of Schedule 4.

**“State Support”** shall mean state support as defined in the Act.

- 1.2 Words importing the singular number shall include the plural and vice versa and words importing the masculine gender only shall include the feminine and neuter genders and words importing persons shall include firms, corporations, trusts, companies and incorporated and unincorporated bodies. Marginal notes and headings herein are inserted for convenience only and shall not affect the construction or interpretation hereof.
- 1.3 The preamble and all appendices or schedules to this Agreement form an integral and substantial part of this Agreement. This Agreement sets out the entire agreement between the Parties and shall supersede all prior discussions between the Parties and all statements, representations, terms and conditions, warranties, proposals, communications and understandings whenever given and whether orally or in writing by one Party to the other or by any Party to any third party.
- 1.4 A reference to any Party shall include that party's personal representatives, successors and permitted assigns.
- 1.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.6 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision and as amended, extended or re-enacted from time to time.
- 1.7 A reference to **writing** or **written** includes fax but not e-mail.
- 1.8 Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.
- 1.9 References to clauses and Schedules are to the clauses and Schedules of this Agreement and reference to paragraphs are to paragraphs of the relevant Schedule.
- 1.10 Any words following from the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.11 This Agreement shall be not construed strictly against either Party.

## **2 SERVICES**

- 2.1 The Proprietor shall, for the duration of this Agreement, provide to the Resident the agreed services including the Services and undertakes to provide the Resident suitable and sufficient care to maintain the Resident's welfare and wellbeing having regard to the nature and extent of the Resident's dependency and needs, which services may, as appropriate, be provided by the Proprietor to the Resident under the direction of a General Medical Practitioner from time to time. The Nursing Home also provides the Nursing Home Services for the benefit of residents for the indicated Nursing Home Service Charge. In addition the Individual Services are services the Resident may avail for the indicated additional fees.

- 2.2 In the provision of the agreed services to the Resident, the Proprietor shall use its best endeavours to comply with the Regulations and all applicable legislative provisions governing the provision of long-term residential care to residents of Irish private/voluntary nursing homes.
- 2.3 The Proprietor shall ensure that the Resident's needs are at all times set out in an individual care plan which shall be developed and agreed following a comprehensive assessment by an appropriate health care professional of the health, personal and social care needs of a Resident. The Proprietor shall so far as is reasonably practical arrange to meet the needs of the Resident based on such care plan.
- 2.4 On admission the Resident shall provide the details set out in the admission form in Schedule 5 (the "**Admission Form**").
- 2.5 Each of the parties agrees and warrants to the other that it has the necessary capacity to enter into this Agreement and this Agreement when executed shall represent legally binding enforceable obligations on it.

### **3 FEES**

- 3.1 Where the Resident is a person who has been approved to receive State Support in accordance with the Act and is in receipt of the Services, the Nursing Home Services and the Individual Services specified in the respective Part 1 of Schedule 1, 2 and/or 3 as the case may be, the fees payable by the Resident to the Proprietor are set out in the respective Part 2 of Schedule 1, 2 and/or 3 as the case may be. The Services are those services required to be provided to all Residents in receipt of State Support. It is acknowledged and agreed that the Nursing Home Services are provided to all residents and that the Individual Services are services that a Resident may avail of which in both cases are provided for the indicated additional fees in Schedule 2 and Schedule 3 to this Agreement.
- 3.2 Where the Resident is a person other than a person who has been approved to receive State Support in accordance with the Act and is in receipt of the Services specified in Part 1 of Schedule 4 to this Agreement, the fees payable by the Resident to the Proprietor are set out in Part 2 of Schedule 4 to this Agreement.
- 3.3 The fees set out in Schedule 1, 2, 3 and 4 of this Agreement may, subject to law and regulations, be reviewed and revised by the Proprietor on an annual basis or where there is a change in the condition of the Resident and/or services provided to the Resident and/or required by the Resident upon service of ten days written notice by one Party on the other.
- 3.4 Where the Resident leaves the Nursing Home voluntarily during any period in respect of which the fees under this Agreement have been paid, the said fees shall not be refunded by the Proprietor to the Resident, except as may otherwise be agreed between the Parties.
- 3.5 If through death, permanent hospitalisation or unforeseen permanent discharge, a Resident leaves the Nursing Home during a period for which the fees have been paid, subject to notification to the Proprietor which permits the Proprietor to use the Residents place and bed for another person and not to keep it for the Resident, the said fee may be refunded by the

Proprietor to the Resident or any person lawfully appointed under law or by the Resident to act for and on behalf of the Resident.

- 3.6 In the case of fees being paid or supported through the liquidation of assets through the offices of solicitors, accountants, courts or other bodies, the Proprietor may require that suitable undertakings are provided for and on behalf of the Resident.
- 3.7 The Resident confirms that he has duly executed with the Guarantor the Guarantee in favour of the Proprietor and hereby acknowledges that such Guarantee is a condition precedent and on-going condition to this Agreement.
- 3.8 Where the Resident is not in receipt of State Support at the time of his admission to the Nursing Home but subsequently becomes entitled to or receives State Support the Proprietor shall, in accordance with Regulation 24(2)(c) of the Regulations of 2013 promptly refund to the Resident any amounts due to be repaid to the Resident arising from their receipt of State Support.
- 3.8 The Proprietor will provide the Resident with written information setting out the arrangements for application by the Resident for funding and receipt of funding under the Nursing Home Support Scheme and shall provide reasonable assistance to the Resident in completing any such applications and the Parties agree that the provision by the Proprietor such information is sufficient to satisfy the regulatory obligations of the Proprietor in this regard.
- 3.9 Fees shall be paid monthly in advance by standing order to the designated bank account of the Proprietor. The Resident's account with the Proprietor must at all times maintain a credit balance of at least €100.

#### **4 DUTIES OF THE PROPRIETOR**

The Proprietor or its servants, agents or assigns shall:

- 4.1 ensure so far as is reasonably practical that where medical treatment is recommended by a medical practitioner and agreed by the Resident that such treatment is facilitated but for the avoidance of doubt the Proprietor shall not be responsible for payment for such treatment or provision of specialist equipment;
- 4.2 ensure that the Resident is provided with services provided for the occupation and recreation of all residents and it is acknowledged that in the case of such services which may also include and involve group activities that the additional Nursing Home Service Charge will apply as set out in Schedule 2;
- 4.3 ensure so far as is reasonably practical within the Provider's control that a pharmacist of the Resident's choice or who is acceptable to the Resident is available to the Resident;
- 4.4 ensure that the Resident is provided with privacy, insofar as is reasonably practical;
- 4.5 ensure so far as is reasonably practical that the Resident have access to information concerning current affairs, local matters and community resources and events, voluntary groups, radio, television and other media;

- 4.6 provide the Resident with arrangements to facilitate, insofar as is reasonably practical, the exercise of his civil, political and religious rights;
- 4.7 carefully consider any suggestion from the Resident or from his family or other relevant persons to maximise his comfort and care;
- 4.8 ensure that so far as is reasonably practical the Resident has access to telephone facilities which may be accessed privately and is free to communicate at all times, having regard to his and other residents' well-being, safety and health;
- 4.9 ensure that appropriate arrangements are made for the Resident to receive visitors;
- 4.10 investigate any bona fide complaint made by or on behalf of the Resident and communicate the result of such investigation to the complainant in accordance with established complaints policies and procedures;
- 4.11 ensure that the Resident has access to a safe supply of fresh drinking water at all times and is provided with food and drink and quantities adequate for the Resident's needs;
- 4.12 ensure that any dietary restrictions applying to the Resident on medical or religious grounds shall be facilitated;
- 4.13 provide facilities for the storage of the Resident's personal property, jewellery and other belongings and monies and maintain a full written record of thereof;
- 4.14 ensure that all reasonable measures are taken to protect the Resident from all forms of abuse;
- 4.15 ensure in so far as is reasonably practical that the Resident has access to independent advocacy services; and
- 4.16 ensure that in all cases the dignity of the Resident shall be respected.

## **5 DURATION AND TERMINATION**

- 5.1 This Agreement shall commence on the Commencement Date and shall terminate in accordance with the provisions hereof.
- 5.2 Either Party may terminate this Agreement by notice in writing, not less than four weeks prior to the date upon which such termination becomes effective. Where the Resident terminates this Agreement without providing notice in accordance with this Clause, the Resident shall pay to the Proprietor the following fee in lieu of notice ***[Proprietor to insert amount]***.

## **6 TERMINATION IN EXCEPTIONAL CIRCUMSTANCES**

- 6.1 The Proprietor shall have the right to terminate this Agreement with immediate effect in the event that:

- (i) the Resident becomes disruptive and/or aggressive towards any other Resident of the Nursing Home and/or any member of staff of the Nursing Home; or
- (ii) the Proprietor forms the opinion that the Resident's behaviour is a risk to the health and safety of any resident of the Nursing Home and/or any member of staff of the Nursing Home; or
- (iii) any situation whatsoever arises whereby the Proprietor is incapable of operating the Nursing Home or is unable to provide the Services in the Nursing Home or is unable to provide Services to the Resident; or
- (iv) the Proprietor forms the opinion that the behaviour of any member of the Resident's family or a visitor to the Resident is disruptive or a risk to the health and safety of any resident of the Nursing Home and/or any member of staff of the Nursing Home; or
- (v) the Proprietor forms the opinion that it can no longer meet the Resident's care needs as assessed by the Director of Nursing following consultation with the Resident's medical practitioner and/or other healthcare professionals as appropriate.

The Resident acknowledges that the Proprietor shall have the right to exercise its right under this Clause at its sole discretion either with or without consultation with appropriate State authorities and/or the Resident's next of kin.

- 6.2 The Proprietor shall have the right to terminate this Agreement with immediate effect in the event that the Resident fails to pay all sums due and owing under this Agreement in accordance with Clause 7.1(e) and/or pursuant to a demand made by the Proprietor to the Resident in accordance with Clause 8.1.6 and/or Clause 8.1.7 of this Agreement.
- 6.3 The Parties agree that where the Proprietor terminates this Agreement pursuant to Clause 6.1, the Proprietor shall be entitled to discharge the Resident and it is hereby agreed by the Parties that this Agreement shall be deemed to be an agreement for the purposes of Regulations 25(4) of the Regulations. The Proprietor shall so far as is practical ensure that any discharge is carried out so that it is safe and planned by the Proprietor accordingly.

## **7 REQUIREMENTS FOR THE RESIDENT**

- 7.1 The Resident shall upon admission and during the duration of this Agreement comply with the following obligations. The Resident shall:
  - (a) present all medications to any person appointed by the Proprietor (including the director of nursing or person in charge of the Nursing Home) upon admission to the Nursing Home;
  - (b) take all reasonable steps to ensure that visitors and relatives do not bring into the Nursing Home medication or food for consumption or use by the Resident without the prior consent of the Proprietor;
  - (c) ensure that his clothing and belongings are clearly marked and/or labelled with the Resident's name or initials;

- (d) comply with all reasonable requests and suggestions made by the Proprietor;
- (e) ensure the punctual payment within 4 weeks of a demand by the Proprietor of all fees or sums due or owing to the Proprietor under this Agreement;
- (f) advise in writing the Proprietor in advance within twelve weeks should the Resident's funds necessary to pay the Proprietor punctually for all fees and sums become depleted;
- (g) appoint a local medical practitioner of his choice and duly notify the Proprietor thereof;
- (h) advise the Proprietor of their choice of pharmacist if the appointed Nursing Home pharmacist is not acceptable to the Resident provided that any pharmacist chosen by the Resident must meet the requirements of the Nursing Home's clinical policies relating to medication management and all regulations governing nursing homes;
- (i) nominate a next of kin upon arrival at the Nursing Home, which person shall be contacted by the Proprietor where considered necessary under this Agreement and as appropriate any changes to such nominee during the term of this Agreement shall be notified to the Proprietor in writing;
- (j) observe all rules laid down by the Proprietor for the orderly operation of the Nursing Home including any policies and arrangements with regard to smoking, use of electronic cigarettes and alcohol consumption by the Resident in the Nursing Home; and
- (k) notify the Proprietor promptly of the name of the Resident's appointed medical practitioner and pharmacist or any changes thereto;
- (l) ensure that the details required for the Admission Form in the form set out in Schedule 5 to this Agreement are duly completed and up to date.

7.2 The Resident may leave the Nursing Home either permanently or temporarily provided that:

- (i) the Resident gives such notice as may be prescribed by the Proprietor from time to time; and
- (ii) in the case of temporary absence, both the Resident and the Proprietor have reached a written understanding on the payment of fees under this Agreement.

For the avoidance of doubt, in the absence of such written understanding the fees agreed herein shall continue to be payable by the Resident to the Proprietor for the duration of the temporary absence.

## **8 POWERS OF THE PROPRIETOR**

- 8.1 The Resident agrees that the Proprietor at all times, in accordance with all applicable legislative and regulatory requirements, may:
- 8.1.1 discuss the condition of the Resident with any person nominated by the Resident or any representative acting for and on behalf of the Resident and medical practitioners including doctors or nurses associated with the care of the Resident or to any other person nominated by the Resident or at the discretion of the Proprietor;
  - 8.1.2 restrict visits by all persons in times of illness or distress of the Resident or under the direction of the medical practitioner where such restriction is considered to be in the best interest of the Resident;
  - 8.1.3 after consultation and with the consent of the Resident assign any room in the Nursing Home to the Resident. However, it is acknowledged by the Resident that the Proprietor, servants and assigns may require the Resident to move rooms within the Nursing Home when considered necessary or appropriate by the Proprietor for the safety of the Resident or any other Resident of the Nursing Home;
  - 8.1.4 transfer the Resident to an alternative nursing home(s) and/or hospital(s) if in the opinion of a medical practitioner it is in the interest of the Resident to do so; and
  - 8.1.5 review and agree with the Resident fees chargeable under this Agreement where considered necessary or in the event that additional services are required by the Resident;
  - 8.1.6 if for whatever reason, the Resident is not entitled to, or ceases to receive financial support under the Act, demand payment directly from the Resident for all services provided to the Resident under this Agreement and the Resident agrees to discharge all such sums within four weeks of such demand by the Proprietor; and
  - 8.1.7 (where the Resident is a person who has not been approved to receive State Support in accordance with the Act) to demand payment directly from the Resident for all services provided to the Resident under this Agreement and the Resident agrees to discharge all such sums within four weeks of such demand by the Proprietor.
- 8.2 The Resident agrees, acknowledges and undertakes that if State Support is withdrawn for whatever reason in respect of the Resident (retrospectively or otherwise) or such person ceases to be entitled to State Support then the Resident shall immediately inform the Proprietor in writing and indemnify and keep indemnified the Proprietor against all costs, losses or liabilities arising from such withdrawal or cessation of State Support.
- 8.3 Any non-payment or late payment of fees under this Agreement when due shall be subject to interest and entitle the Proprietor to charge interest at the applicable interest rate set from time to time under the European Communities (Late Payment in Commercial Transactions) Regulations 2012.

## **9 SEVERANCE**

If any provision or clause of this Agreement is or becomes void or unenforceable in whole or in part for any reason whatever such unenforceability or invalidity shall not affect the enforceability or validity of the remaining provisions or clauses or part thereof contained in this Agreement and such void or unenforceable provisions or clauses shall be deemed to be severable from any other provision or clause or part thereof herein contained.

## **10 FORCE MAJEURE**

The Resident agrees that the Proprietor shall not be responsible or liable for any loss, inconvenience, injury or damage suffered by the Resident or caused to his property as a result of a Force Majeure event.

## **11 INDEPENDENT LEGAL ADVICE**

The Resident acknowledges and confirms that he understands the terms of this Agreement, that it is a legally binding document and that:

- (i) he, or any person lawfully appointed to act on his behalf, has received independent legal advice on the duties and obligations arising under this Agreement and the Guarantee prior to their execution; or
- (ii) he, or any person lawfully appointed to act on his behalf, having been given a reasonable opportunity to obtain independent legal advice, has waived his/their right to receive such independent legal advice on the duties and obligations arising under this Agreement and the Guarantee prior to execution.

## **12 VARIATION**

No variation or alternation to this Agreement shall apply unless such variation or alteration has been agreed in writing and signed by both Parties in accordance with the terms of this Agreement.

## **13 EXCLUSION**

- 13.1 The Resident agrees that the Proprietor, servants or agents shall not be liable for any personal injury howsoever caused to the Resident within the Nursing Home where the Proprietor, servants or agents act in accordance with all applicable legislative and regulatory requirements.
- 13.2 The Proprietor shall not be responsible or liable for any injury or loss suffered by the Resident outside the Nursing Home, its gardens, grounds or confines where the Proprietor, servants or agents act in accordance with all applicable legislative and regulatory requirements.
- 13.3 The Proprietor shall not be responsible or liable for the theft by any person whomsoever of any property or valuables of the Resident which have not been given to the Proprietor by the Resident for safe keeping.

13.4 Nothing in this Agreement shall exclude liability for fraud nor liability for death or personal injury resulting from negligence.

## **14 CONSEQUENCES OF TERMINATION**

14.1 On termination or expiry of this Agreement:

(a) the Resident shall immediately pay to the Proprietor all of the Proprietor's outstanding unpaid invoices and, in respect of Services supplied but for which no invoice has been submitted, the Proprietor may submit an invoice, which shall be payable immediately on receipt;

(b) the following clauses shall continue in force: (clause 13 (Exclusion) clause 18 (Notices)), clause 20 (Governing law and jurisdiction)).

14.2 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

## **15 DATA PROTECTION**

The Resident acknowledges, consent and agrees that personal details of the Resident and his personal data will be processed by and on behalf of the Proprietor in connection with the Services provided by the Proprietor. The Resident consents to the entry and processing of information pertaining to him on the directory of residents the Proprietor is required to maintain pursuant to law and regulations. The Resident consents to the Proprietor sharing the medical information and records of the Resident to the extent held by the Proprietor with medical practitioners to the extent necessary and in the best interests of the Resident for the provision of medical care to the Resident in the Resident's best interests. The Resident consents to the use of closed circuit television cameras and the processing of recorded images which may contain personal data of the Resident, which is done in the interests of the security and safety of all residents of the Nursing Home including the Resident.

## **16 WAIVER**

No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## **17 ASSIGNMENT AND OTHER DEALINGS**

- 17.1 This Agreement is personal to the Resident and the Resident shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.
- 17.2 The Proprietor may at any time assign, mortgage, charge or deal in any other manner with any of all of its rights and obligations under this Agreement.

## **18 NOTICES**

- 18.1 A notice given to a Party under or in connection with this Agreement:
- (a) shall be in writing and in English or accompanied by an accurate translation into English; and
  - (b) shall be sent to the Party by post or by courier at the address set out in this Agreement.
- 18.2 A Party may change its address for the purposes of this Agreement by giving notice in accordance with this Agreement.
- 18.3 A notice given under this Agreement is not valid if sent by e-mail.

## **19 COUNTERPARTS**

- 19.1 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.
- 19.2 Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by fax shall take effect as delivery of an executed counterpart of this Agreement. Without prejudice to the validity of the Agreement thus made, each Party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.
- 19.3 No counterpart shall be effective until each Party has executed at least one counterpart.

## **20 GOVERNING LAW AND JURISDICTION**

This Agreement and any dispute hereunder (contractual or non-contractual) shall be governed by and construed in accordance with the laws of the Republic of Ireland and the parties hereto hereby submit to the exclusive jurisdiction of the courts of the Republic of Ireland in connection with this Agreement and any dispute hereunder (contractual or non-contractual).

**IN WITNESS HEREOF** this Agreement has now been entered into the day and year first above written.

**SIGNED BY OR BEHALF OF  
THE PROPRIETOR**  
[INSERT NAME OF THE PROPRIETOR]

In the presence of:

\_\_\_\_\_  
**Proprietor**

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Address of Witness

**SIGNED BY  
THE RESIDENT**

\_\_\_\_\_  
**Resident**

In the presence of:

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Address of Witness

## **Schedule 1**

### **Part 1**

#### **The Services to be provided by the Proprietor to the Resident.**

**Where the Resident is a person who has been approved to receive State Support in accordance with the Act:**

1. The Proprietor and the Resident agree that the Proprietor shall provide the following Services to the Resident for the fee specified in Part 2 of Schedule 1:
  - (a) Bed and board;
  - (b) Nursing and personal care appropriate to the level of care needs of the Resident;
  - (c) Bedding;
  - (d) Laundry Service; and
  - (e) Basic aids and appliances necessary to assist the Resident with the activities of daily living.

### **Part 2**

Where the Resident is a person who has been approved to receive State Support in accordance with the Act, the fees payable by the Resident to the Proprietor for the Services specified in Part 1 of Schedule 1 to this Agreement shall, with effect from the date on which the Resident enters the Nursing Home or such other date (if any) specified by the Proprietor and agreed with the Resident, be the sum equal to the Nursing Home Support Scheme fee as may be agreed from time to time between the Proprietor and the National Treatment Purchase Fund as the agreed amount.

The Proprietor and the Resident hereby agree that where the National Treatment Purchase Fund and the Proprietor agree at any time to amend/vary in any way the Nursing Home Support Scheme fee, the Proprietor shall be entitled forthwith to amend Part 3 of Schedule 1 to this Schedule (without any requirement to serve notice under Clause 3.3 of this Agreement) to reflect:

- (i) that the fee payable by the Resident to the Proprietor under Part 2 of this Schedule 1 shall be a sum equal to the amended/varied Nursing Home Support Scheme fee as may be agreed from time to time between the Proprietor and the National Treatment Purchase Fund as the agreed amount; and
- (ii) the date from which such revised fee shall be payable.

The fee payable under this Part 2 shall be set out in Part 3 to this Schedule 1.

### **Part 3**

The current weekly fee payable by the Resident to the Proprietor for the provision of Services specified in Part 1 of Schedule 1 with effect from **[INSERT DATE]** is

**[INSERT FEE]**

which fee is equal to the Nursing Home Support Scheme fee currently agreed between the Proprietor and the National Treatment Purchase Fund.

This fee shall be subject to review and amendment in the case of respite care or where transitional funding arrangements are in place.

## Schedule 2

### Part 1

2. The Proprietor and the Resident agree that the Proprietor will provide the following Nursing Home Services to the Resident for the further additional remuneration as the Nursing Home Service Charge specified in Part 2 of Schedule 2:

- (a) *(Social programmes);<sup>1</sup>*  
(b) *Any other service that may be agreed between the Parties.<sup>2</sup>*

**Proprietor may add further services<sup>3</sup>**

**\* The Parties to this Agreement understand that the Services referred to in Paragraph (a) above will be provided to the Resident by the Proprietor and/or any third party service provider with whom the Proprietor has a contractual relationship in accordance with: (i) all applicable legislative and regulatory requirements; and (ii) the fee/cost paying arrangement set out in Part 2 of Schedule 2.**

### Part 2

Where the Resident is a person who has been approved to receive State Support in accordance with the Act, in addition to the fees payable by the Resident to the Proprietor under Part 2 of Schedule 1, the Parties agree that the Resident shall also pay to the Proprietor the following fee for those goods/services provided by the Proprietor to the Resident as more particularly specified in Part 1 of Schedule 2:

**[SPECIFY ADDITIONAL SUM CLEARLY]**

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<sup>1</sup> Include detail of these

<sup>2</sup> If any, include detail of these

<sup>3</sup> Need to detail services provided under Nursing Home Service Charge – requirement under regulations and HIQA standards including judgment and assessment framework

### Schedule 3

#### Part 1

The Proprietor and the Resident may also agree that the Proprietor shall provide any or all of the following additional **services**\* to the Resident for such further remuneration specified in Part 2 of Schedule 3:

**[IDENTIFY CLEARLY FROM THE REPRESENTATIVE LIST BELOW WHICH ACTUAL ADDITIONAL SERVICES/GOODS ARE TO BE PROVIDED BY THE PROPRIETOR TO THE RESIDENT] <sup>4</sup>**

- (a) *All therapies;*
- (b) *Incontinence wear;*
- (c) *Chiropody;*
- (d) *Dry cleaning and/or specialised laundry service;*
- (e) *Ophthalmic and Dental Services;*
- (f) *Transport (including care assistant costs);*
- (g) *Specialist wheelchairs;*
- (h) *Hairdressing and other similar services;*
- (i) *Social programmes;*
- (j) *Daily delivery of newspapers;*
- (k) *Specialist beds;*
- (l) *Specialist mattresses;*
- (m) *Specialist equipment; and*
- (n) *Any other service that may be agreed between the Parties.*

An additional charge/fee may apply for any of the above services/goods

For more details please see the NHI "Standard Fee Provisions" document which will be provided to you separately.

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<sup>4</sup> Need to identify and list services provided here

**\* The Parties to this Agreement understand that the Services referred to in Paragraph (a) to (n) inclusive above may be provided to the Resident by the Proprietor and/or any third party service provider with whom the Proprietor has a contractual relationship in accordance with: (i) all applicable legislative and regulatory requirements; and (ii) the fee/cost paying arrangement set out in Part 2 of Schedule 3.**

**In all cases where the Resident is a private patient of a medical practitioner, the supply of drugs and medication will also be private and the appropriate charge will be made.**

**Charges may also be made for items not included on the GMS or Hardship Schemes including for example specialist dressings.**

## **Part 2**

Where the Resident is a person who has been approved to receive State Support in accordance with the Act, in addition to the fees payable by the Resident to the Proprietor under Part 2 of Schedule 1 and Part 2 of Schedule 2, the Parties agree that the Resident shall also pay to the Proprietor the following fees for those goods/services provided by the Proprietor to the Resident as more particularly specified in Part 1 of Schedule 3:

**[SPECIFY ADDITIONAL SUMS CLEARLY]**

## Schedule 4

### Part 1

**Where the Resident is a person other than a person who has been approved to receive State Support in accordance with the Act:**

1. The Proprietor and Resident may agree that the Proprietor shall provide any or all of the following services:
  - (a) Bed and board;
  - (b) Nursing and personal care (which does not include specialist equipment) appropriate to the level of care needs of the Resident;
  - (c) Bedding;
  - (d) Laundry Service;
  - (e) Basic aids and appliances necessary to assist the Resident with the activities of daily living;
  - (f) All therapies;
  - (g) Incontinence wear;
  - (h) Chiropody;
  - (i) Dry cleaning;
  - (j) Ophthalmic and Dental Services;
  - (k) Transport (including care assistant costs);
  - (l) Specialist Equipment;
  - (m) Specialist wheelchairs;
  - (n) Specialist beds;
  - (o) Specialist mattresses;
  - (q) Hairdressing and other similar services;
  - (r) Social programmes;
  - (s) Daily delivery of newspapers; and
  - (t) Any other service that may be agreed between the Parties.

**\* The Parties to this Agreement understand that the Services referred to in Paragraph (a) to (t) inclusive may be provided to the Resident by the Proprietor and/or any third party service provider with whom the Proprietor has a contractual relationship in accordance with:**

- (i) all applicable legislative and regulatory requirements; and**
- (ii) the fee/cost paying arrangement set out in Part 2 of Schedule 4.**

**In all cases where the Resident is a private patient of a medical practitioner, the supply of drugs and medication will also be private and the appropriate charge will be made.**

**Charges may also be made for items not included on the GMS or Hardship Schemes including for example specialist dressings.**

## **Part 2**

Where the Resident is a person other than a person who has been approved to receive State Support in accordance with the Act, the fees payable by the Resident for the Services specified in Part 1 of Schedule 4 are as follows:

**[Insert Appropriate Fee]**

**Schedule 5  
ADMISSION FORM  
(PURSUANT TO THE CONTRACT FOR CARE)**

<b>Surname:</b>	
<b>First Name(s):</b>	
<b>Address:</b>	
<b>Date of Birth:</b>	
<b>Telephone:</b>	
<b>PPS Number: (if relevant)</b>	
<b>Medical Card Number: (if relevant)</b>	
<b>Next of Kin:</b>	
<b>Address of Nominated/Authorised Next of Kin:</b>	
<b>Telephone of Next of Kin:</b>	
<b>General Practitioner:</b>	
<b>Address of General Practitioner:</b>	
<b>Telephone Number of General Practitioner:</b>	
<b>Name, Address and Phone Number of Pharmacist (if different from the Proprietor's usual pharmacist of choice)</b>	
<b>Letter of Discharge from Hospital, if appropriate:</b>	
<b>Category of Resident (to be completed by Nursing Home):</b>	
<b>Room No:</b>	

**THIS GUARANTEE** is made this **Guarantee** day of 20

**BETWEEN**

**[Insert Name of Guarantor]** of **[Insert Address]**  
(the "**Guarantor**")

**AND**

**[Insert Name of Nursing Home Proprietor]** of **[Insert Address]**  
(the "**Creditor**")

**AND**

**[Insert Name of Proposed Resident]** of **[Insert Address]**  
(the "**Principal Debtor**")

**WHEREAS**

- A. The Creditor is a nursing home proprietor duly registered in accordance with the laws of the Republic of Ireland.
- B. The Principal Debtor intends to enter into an agreement with the Creditor for the provision of nursing home services and other services (the "Contract for Care").
- C. The Guarantor has now agreed to provide the guarantees provided herein in favour of the Creditor.
- D. The guarantees provided herein by the Guarantor in favour of the Creditor are a condition precedent and continuing condition to the aforesaid Contract for Care between the Creditor and the Principal Debtor.

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

## **1 DEFINITIONS AND INTERPRETATION**

**1.1** In this Guarantee (except where the context otherwise requires) the following words shall have the following meanings:

"Business Day" means a day (other than a Saturday or a Sunday or public holiday in Ireland) on which banks are open for the conduct of their normal business in Dublin;

"Guarantee" means this guarantee and indemnity; and

"Security Interest" means any mortgage, charge, pledge, lien, assignment by way of security, retention of title or any security interest whatsoever or any other agreement or arrangement having the effect of conferring security, howsoever created or arising.

**1.2** In this Guarantee (except where the context otherwise requires):

**1.2.1** words importing the singular shall include the plural and vice versa;

**1.2.2** words importing persons shall include natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having a separate legal personality);

- 1.2.3 use of any gender includes the other genders;
- 1.2.4 any reference to a statute, statutory provision or subordinate legislation ("legislation") shall (unless the contrary is clearly stated) be construed as a reference to legislation operative in Ireland and shall (except where the context otherwise requires) be construed as referring to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation;
- 1.2.5 unless otherwise provided in this Guarantee any reference to a section, clause, paragraph, sub-clause, sub-paragraph or schedule shall be a reference to a section, clause, paragraph, sub-clause, sub-paragraph or schedule (as the case may be) of this Guarantee;
- 1.2.6 headings are inserted for convenience only and shall not affect the construction of this Guarantee;
- 1.2.7 a reference to any document includes that document as it has or may be amended, varied, assigned, novated, restated or supplemented from time to time;
- 1.2.8 any reference to a legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than Ireland, be deemed to include a reference to what most nearly approximates in that jurisdiction to the Irish legal term; and
- 1.2.9 any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms
- 1.2.10 this document shall not be construed strictly against any Party.

## 2 **GUARANTEE**

- 2.1 At the request of the Principal Debtor, and in consideration of the Creditor providing the nursing home services and other services to the Principal Debtor pursuant to the Contract for Care the Guarantor hereby covenants with the Creditor at all times to be answerable and responsible for and hereby unconditionally and irrevocably
- 2.1.1 guarantees to the Creditor the payment and discharge in full of all monies and liabilities (including without prejudice to the generality of the foregoing all principal, interest, costs, claims, damages, expenses or losses) (such monies and liabilities being hereinafter referred to as "Liabilities") which are now or shall from time to time hereafter be due, owing or incurred for whatsoever reason by the Principal Debtor to the Creditor whether actually or contingently and whether solely or jointly with any other persons and whether as principal or surety or in any other capacity including interest, commissions or other lawful charges and expenses which the Creditor may in the course of its business charge in respect of any of the matters aforesaid; and
- 2.1.2 agrees as a primary obligation to indemnify the Creditor from time to time on demand from and against:
- (a) any loss incurred by the Creditor as a result of any of the obligations of the Principal Debtor expressed to be guaranteed hereunder being or becoming void, voidable, unenforceable or ineffective as against the Principal Debtor for any reason whatsoever, whether or not known to the Creditor, the amount of such loss being the amount which the Creditor would otherwise have been entitled to recover from the Principal Debtor;

- (b) any loss or damage which may be incurred or suffered by the Creditor as a result of the breach of any covenant, undertaking or agreement on the part of the Guarantor contained in this Guarantee or any representation or warranty by the Guarantor contained in this Guarantee being or proving at any time to be materially incorrect or untrue when made or deemed to be made; and
  - (c) all actions, losses, claims, proceedings, costs, demands and liabilities which may be suffered by the Creditor under or in connection with this Guarantee.
- 2.2 The Guarantor shall pay interest (if any) (as well after as before any demand or judgment) to the Creditor at such rates as may from time to time be payable by the Principal Debtor (or which would have been so payable but for the insolvency or the incapacity of the Principal Debtor) on all sums demanded under this Guarantee from the date of the Creditor's demand under this Guarantee up to the date of actual payment, calculated and compounded in accordance with the relevant document or documents under which the Liabilities have arisen.
- 2.3 All sums payable hereunder will become due forthwith on demand for them being made on the Guarantor.
- 2.4 The liability of the Guarantor hereunder is limited to liabilities of the Principal Debtor to the Creditor arising from the Contract for Care.

### **3 CONTINUING SECURITY**

This Guarantee shall continue until each and every one of the Liabilities have been paid and discharged in full notwithstanding any intermediate discharge or payment of or on account of the Liabilities or any of them or any settlement of accounts between the Creditor and the Principal Debtor or anyone else and until all covenants of the Principal Debtor to the Creditor have been discharged.

### **4 PRESERVATION OF RIGHTS**

- 4.1 The Creditor will be at liberty without thereby affecting its rights hereunder (or reducing or extinguishing the Guarantor's liability) at any time in its absolute discretion and without the knowledge of the Guarantor:
- 4.1.1 to give time to the Principal Debtor for the payment or discharge of the Liabilities;
  - 4.1.2 to neglect or forbear to enforce payment or discharge of the Liabilities and (without prejudice to the foregoing) to grant any indulgence or forbearance to, or fail to assert or pursue or delay in asserting or pursuing any right or remedy against the Principal Debtor;
  - 4.1.3 to accept, vary, exchange, renew, abstain from perfecting, fail to realise, realise fully or release any security or securities now held or to be held by the Creditor for or on account of any of the Liabilities;
  - 4.1.4 to amend, waive, release or vary the terms of any document entered into with the Principal Debtor or any other person; or
  - 4.1.5 to compound with, accept compositions from or make any other arrangements with the Principal Debtor.
- 4.2 The liability of the Guarantor under this Guarantee will be as sole or primary obligor and not merely as surety and will not be impaired or discharged by reason of any of the matters referred to in clause 4.1 above nor by any other act or omission whereby the liability of the Guarantor would not have been discharged if it had been principal debtor and the Guarantor hereby waives all or any of its rights as surety which may at any time be inconsistent with any

of the provisions of this Guarantee. The obligations of the Guarantor shall be enforceable regardless of the validity, legality, effectiveness or enforceability of the obligations of the Principal Debtor or any other person under any document.

4.3 This Guarantee shall be in addition to and shall not be in any way prejudiced or affected by any collateral or other security held by the Creditor now or in the future for the obligations of the Principal Debtor. The Creditor will have full power at its discretion to give time for payment to or make any other arrangement with any such other person or persons without prejudice to this Guarantee or any liability hereunder.

4.4

4.4.1 The Guarantor HEREBY REPRESENTS AND WARRANTS that it has not and COVENANTS that it will not by reference to its obligations hereunder accept from the Principal Debtor without the consent in writing of the Creditor any undertaking, obligation or Security Interest whereby the Guarantor or any person claiming through it by endorsement, assignment or otherwise diminish the assets distributable amongst the creditors of the Principal Debtor.

4.4.2 If the Guarantor has taken, or takes with the written consent of the Creditor, any such undertaking, obligation or Security Interest, the Guarantor will hold it on trust for the Creditor and it will be a security to the Creditor for the fulfilment of the obligations of the Guarantor hereunder and shall be forthwith deposited by the Guarantor with the Creditor for that purpose and the Guarantor shall account to the Creditor for all sums at any time received by the Guarantor in respect of it.

4.5

4.5.1 Until all the Liabilities have been paid or satisfied in full, the Guarantor waives all rights of subrogation and indemnity against the Principal Debtor and agrees not to claim any set-off or counterclaim against the Principal Debtor or any co-guarantor, or to claim or prove in competition with the Creditor in the bankruptcy, examination or liquidation of the Principal Debtor or any co-guarantor or have the benefit of or share in any payment or composition from the same or in any other guarantee, indemnity or security now or in the future held by the Creditor for any monies, obligations or liabilities hereby guaranteed.

4.5.2 If the Guarantor receives any payment or other benefit or exercises any set-off or counterclaim or otherwise acts in breach of this clause 4.5, the Guarantor will hold such payment and benefit in trust for the Creditor and shall account forthwith to the Creditor for that payment or benefit.

4.5.3 Before taking any action under this Guarantee the Creditor will not be obliged to take any action or obtain any judgment, or make or file any claim or proof in the bankruptcy or insolvency of the Principal Debtor. The Creditor need not advise the Guarantor of its dealings with the Principal Debtor or of any default by the Principal Debtor of which the Creditor may have knowledge.

4.6 Where any discharge (whether in respect of the obligations of the Guarantor or any security therefor or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be repaid on bankruptcy or insolvency or otherwise without limitation, this Guarantee shall continue in force as if there had been no such discharge or arrangement. The Creditor shall be entitled to concede or compromise in good faith any claim that any such payment, security or other disposition is liable to avoidance or repayment.

## 5 REPRESENTATIONS AND WARRANTIES

5.1 The Guarantor HEREBY WARRANTS and REPRESENTS and AGREES to and with the Creditor that:

5.1.1 it has the power to enter into, exercise its rights and to perform and comply with its obligations under this Guarantee to which it is a party and the transactions contemplated by them; and

5.1.3 this Guarantee has been duly authorised and executed and constitute its legal valid and binding obligations enforceable in accordance with their respective terms.

## 6 **WAIVER OF DEFENCES**

In any litigation relating to this Guarantee or any security given by the Guarantor the Guarantor irrevocably waives the right to interpose any defence based upon any statute of limitations or any claim of laches or set-off or counter-claim of any nature or description.

## 7 **THE GUARANTOR AND THE PRINCIPAL DEBTOR**

7.1 The Guarantor acknowledges that it has not relied on any warranty or representation made by or on behalf of the Principal Debtor to induce it to enter into this Guarantee and that it has made and will continue to make, without reliance on the Creditor, its own independent investigation of the financial condition and affairs of the Principal Debtor and assessment of the creditworthiness of the Principal Debtor, and the Guarantor further acknowledges that the Creditor has no duty or responsibility either now or in future to provide the Guarantor with any information relating to the financial condition or other affairs of the Principal Debtor.

7.2 The insolvency of the Principal Debtor or any judgment obtained against the Principal Debtor in respect of the Liabilities will not affect or determine the liability of the Guarantor under this Guarantee, and such liability will continue in full force and effect and interest will continue to accrue until the Creditor has been repaid all sums due under this Guarantee and interest thereon.

7.3 The obligations of the Guarantor under this Guarantee will not be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under this Guarantee (without limitation and whether or not known to it) including:

- (i) (i) any incapacity of the Principal Debtor or any other person;
- (ii)
- (iii) (ii) any unenforceability, illegality or invalidity of any obligation of any person under the Contract for Care or any other document.

## 8 **COSTS**

8.1 All costs, charges and expenses (on a full indemnity basis) properly occasioned by or incidental to this or any other security held by or offered to the Creditor for the same indebtedness or by or to the enforcement of any such security and this Guarantee or incurred, suffered or paid by the Creditor shall be paid by the Guarantor to the Creditor.

## 9 **WAIVER AND FORBEARANCE**

No failure or delay by the Creditor in exercising any right or remedy will operate as a waiver of such right or remedy, nor will any single or partial exercise or waiver of any right or remedy prevent its further exercise or the exercise by the Creditor of any other right or remedy.

## 10 **SEVERABILITY**

The illegality, invalidity or unenforceability of any provision of this Guarantee shall not affect the legality, validity or enforceability of any other provisions of this Guarantee.

## 11 **ASSIGNMENT**

- 11.1 The Guarantor may not assign nor enter into any trust arrangement with any third party in respect of any of its rights under this Guarantee.

## 12 **VARIATION**

- 12.1 This Guarantee may not be released, discharged, supplemented, amended, varied or modified in any manner except by an instrument in writing signed by a duly authorised officer or representative of each of the parties to this Guarantee.
- 12.2 This Guarantee supersedes all prior representations, arrangements, understandings and agreements and sets forth the entire, complete and exclusive agreement and understanding between the parties as to the matters provided for in this Guarantee.

## 13 **CERTIFICATES**

A certificate in writing signed by the Creditor or any duly authorised officer of the Creditor stating the amount at any particular time due and payable by the Guarantor to the Creditor will be conclusive evidence as against the Guarantor save in the case of manifest error.

## 14 **NOTICES**

- 14.1 Any notice or demand for payment to be given or served under this Guarantee shall be in writing and shall be duly expressed to be a notice or demand under this Guarantee and will be deemed duly given or served if posted, 48 hours after the time at which it was posted or, if delivered by hand, at the time of delivery if such a day is a Business Day or if such day is not a Business Day on the next following Business Day, to the party to whom it is to be given or served at its address as set out in this document or such other address as such party may have previously communicated for such purpose by notice to the party giving such notice or demand.

## 15 **LEGAL ADVICE**

- 15.1 The Guarantor acknowledges and confirms that:
- (i) he has received independent legal advice on the duties and obligations arising under this Guarantee prior to its execution; or
  - (ii) he having been given a reasonable opportunity to obtain independent legal advice, has waived his/their right to receive such independent legal advice on the duties and obligations arising under this Guarantee prior to execution and warrants and represents that he understands the provisions and obligations contained herein.

## 16 **GOVERNING LAW AND JURISDICTION**

- 16.1 This Guarantee and all relationships created hereby will in all respects be governed by and construed in accordance with the laws of Ireland applicable to contracts entered into and to be performed in Ireland.
- 16.2 The parties agree that the courts of Ireland shall have exclusive jurisdiction in relation to any matters and disputes arising from this Guarantee.

## 17 **BINDING EFFECT**

17.1 The Guarantor agrees to be bound by the terms of this Guarantee notwithstanding that any other person intended to execute or be bound by this Guarantee may not execute this Guarantee or may not be effectively bound by it.

IN WITNESS whereof this Deed has been duly executed and delivered on the date first herein written.

**EXECUTED AND DELIVERED AS A DEED BY**

[INSERT NAME OF GUARANTOR]

\_\_\_\_\_  
Guarantor

In the presence of:

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Address of Witness

**EXECUTED AND DELIVERED AS A DEED BY**

[INSERT NAME OF PRINCIPAL DEBTOR]

\_\_\_\_\_  
Principal Debtor

In the presence of:

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Address of Witness

**EXECUTED AND DELIVERED AS A DEED BY <sup>5</sup>**

[INSERT NAME OF CREDITOR]

\_\_\_\_\_  
Creditor

In the presence of:

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Address of Witness

**EXECUTED AND DELIVERED AS A DEED  
UNDER ITS COMMON SEAL BY <sup>6</sup>**

[INSERT NAME OF CREDITOR]

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

In the presence of:

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
<sup>5</sup> If Nursing Home is not a company use this execution clause

<sup>6</sup> If Nursing Home is a company use this execution clause

## **Schedule of fees and charges**

This is a non-exhaustive list of charges

1. Resident's Fair Deal Contribution set by the HSE
2. Residents not covered by the Fair Deal Scheme will pay full Fair Deal Rate at time of admission and weekly charge. The weekly charges are subject to review.
3. Simpson's Weekly Charge €20, covers activities and physiotherapy service
4. Prescription charges. Simpson's pays pharmacy directly
5. Non GMS items. Simpson's pays pharmacy directly
6. Chiropody €10-15 charge by chiropodist per visit for medical card holders. Non-medical card holders €30 - €40 depending on treatment required
7. Dental and Ophthalmology treatments basic service covered by GMS. Service provider charges will apply for other treatments.
8. There is an on-site ladies and gents hairdressing service. Fees set by hairdresser and barber depending on service provided.
9. Taxi and escort to scheduled outpatient appointments are to be paid by residents.
10. Simpson's does not provide transport or escort services to residents. These can be arranged by the hospital and must be paid for by the resident.
11. Personal shopping.
12. Families and residents are responsible for providing clothes, toiletries etc.

A Residents' Account is operated by Simpson's each resident will have their own individual resident's account. The resident's account must be kept in credit at all times. The residents' bills – pharmacy, chiropody etc- will be paid from the Residents' Account.

Payment of Fair Deal contribution and weekly fee will be by a monthly standing order paid on the last Thursday of the month, this will commence from the 2<sup>nd</sup> calendar month after admission. An invoice will be issued for the first calendar month the resident is in Simpson's.