



Simpson's Hospital Resident's Guide

Registered Provider: Trustees of Simpson's Hospital,

Contact Address: Ballinteer Road, Dundrum, Dublin 16

Nominated Provider: Ms Doreen Delahunty Chairperson of Board of Trustees.

Person in Charge: Ms Sudha Baby Isaac.

Registration Number: REG-0010865

Centre ID: 0096

Date of Registration: 27th October 2020

Date of Expiry: 26th October 2023

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
- T.V. Room,
- Visitors Room
- Library Room
- Activities 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

Service/Facility/Activity	Frequency	Accessibility
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
Tea/Coffee	11.00 am	From Tea Trolley
Lunch	12.30 pm to 1.30 pm	Dining Room
Tea	4.15 pm	Dining Room
Supper	7.30 pm	From Tea Trolley

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. We cannot be responsible for any personal items (mobile phones, jewellery, hearing aids etc) that are not given in 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

Organisation	Contact details	Fax Number
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obtained online at:

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

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 www.ageaction.ie	01 475 6989	01 475 6011
Equality Authority www.equality.ie	01 605 90000	01 605 9099
Irish Advocacy network	Lo call 1890 245 545	
Irish Heart Foundation www.irishheart.ie	01 668 5001	01 272 2506
Mental Health Ireland www.mentalhealthireland.ie	01 284 1166	01 2884 1736
Irish Cancer Society www.cancer.ie 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

AND

[*Insert Name of Resident*] of [*Insert Address*]

(hereinafter the “**Resident**”)

AND

[*Insert Name of Guarantor*] of [*Insert Address*]

(hereinafter the “**Guarantor**”)

THE GUARANTOR IS REFERRED IN PARTICULAR TO CLAUSES 3.4, 3.10, 3.11, 3.12 AND 12 REGARDING THEIR OBLIGATIONS

BACKGROUND TO AGREEMENT

- A. The Proprietor operates the Nursing Home and provides residential care to its residents.
- B. The Nursing Home is on the register of designated centres under the *Health Act 2007*.
- C. The Resident requires residential care services.
- D. The Guarantor is entering into this agreement to guarantee the payment obligations of the Resident.
- E. The Resident is a person who has been approved by the Health Service Executive to receive financial support under the Nursing Home Support Scheme (Fair Deal) for the provision of residential care services.
- F. This Agreement sets out all the charges, terms and conditions concerning the care and welfare of the Resident in the Nursing Home.

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Schedule 1 - Fees

Schedule 2 -ADMISSION FORM

IT IS AGREED AS FOLLOWS:

1 DEFINITIONS

The following terms are used throughout this Agreement and will have the meanings set out in this section:

“**Act**” means the *Nursing Homes Support Scheme Act 2009*.

“**Fair Deal Services**” means the services set out in Schedule 1, Part A.

“**Services Not Covered by Fair Deal Scheme**” means the services set out in Schedule 1, Part B.

“**Additional Individual Services**” means the services set out in Schedule 1, Part C.

“**Commencement Date**” means the date entered on the first page of this Agreement.

“**Nursing Home**” means the Proprietor’s nursing home situated at **[Insert Address of Nursing Home]**.

“**Party**” or “**Parties**” means the Proprietor and/or the Resident (and/or, where appropriate, the Guarantor) or either one of them as the proper context may allow.

“**State Support**” means State Support as defined in the Act.

A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. It shall also 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.

2 SERVICES

- 2.1 The Fair Deal Services and the Services Not Covered by Fair Deal Scheme (details of which are set out in Schedule 1, Parts A and B) are provided to all residents of the Nursing Home. The Additional Individual Services (details of which are set out in Schedule 1, Part C) are available to all Residents on request and subject to availability.
- 2.2 The Proprietor will provide the Resident with a suitable and sufficient level of care to promote the Resident’s welfare and wellbeing having regard to the changing nature and extent of the Resident’s dependency and needs. These services may, as appropriate, be provided by the Proprietor to the Resident under the direction of a general medical practitioner.
- 2.3 The Proprietor shall assign a specified bedroom to the Resident. This bedroom shall be occupied by **[INSERT NUMBER]** other residents. **[NURSING HOME TO INSERT FURTHER TERMS RELATING TO THE BEDROOM e.g. size & facilities]**.
- 2.4 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 the Resident. The Proprietor shall so far as is reasonably practical arrange to meet the needs of the Resident based on the care plan.

- 2.5 The Resident acknowledges that all services to be provided by the Proprietor to the Resident shall be provided in accordance with the terms of this Agreement and that continued residence and/or any payment of fees by the Resident to the Proprietor in respect of such services shall be deemed acceptance by the Resident of the terms of this Agreement.

3 FEES

Nursing Home Fees

- 3.1 The fees for the Fair Deal Services, the Services Not Covered by Fair Deal Scheme and the Additional Individual Services are set out in Schedule 1 to this Agreement.
- 3.2 The Fair Deal Services and the Services Not Covered by Fair Deal Scheme are provided to all Residents of the Nursing Home. The contribution payable by the Resident for the Fair Deal Services is set out at Schedule 1, Part A to this Agreement. [The fee payable by the Resident for the Services Not Covered by Fair Deal Scheme is set out in Schedule 1, Part B to this Agreement] **OR** [There is no fee payable by the Resident for the Services Not Covered by Fair Deal Scheme].
- 3.3 The Additional Individual Services are services that the Resident may avail of and will be provided where requested by the Resident. The Additional Individual Services that may be requested, and the fees payable for these services, are set out in Schedule 1, Part C, to this Agreement. The fees for the Additional Individual Services are not covered by State Support.
- 3.4 If, for whatever reason, the Resident ceases to receive State Support, the Proprietor may demand payment directly from the Resident (or Guarantor where appropriate) for all services provided to the Resident under this Agreement, including those services previously being discharged through State Support. The Nursing Home shall also require the Resident (and Guarantor where appropriate) to enter into a new contract with the Proprietor to reflect the Resident's new circumstances, which new contract may contain terms and/or conditions that differ to those contained in this Agreement.
- 3.5 The fees set out in Schedule 1 may, subject to law and regulations, be reviewed and revised by the Proprietor in consultation with the Resident, without the need to amend this Agreement, either:
- i) on an annual basis; and/or
 - ii) where there is a change in the services provided to and/or required by the Resident; and/or
 - iii) upon service of ten days written notice by the Proprietor to the other Party or Parties.

In the event that the revised fees are not agreed between the Parties, the Resident may terminate this Agreement upon giving 30 days' notice and on the condition that, following receipt of such notice, the Proprietor does not agree to revert to the fees as set out in this Agreement.

Medical Fees

- 3.6 The Resident may be required to pay for drugs, medication, treatment and/or service that is not covered by the General Medical Services Scheme (GMS Scheme) and/or the Hardship Scheme administered by the Primary Care Reimbursement Service (which is part of the Health Service Executive).

Payment of Fees

- 3.7 All fees are required to be discharged in full no later than [**INSERT PERIOD**] days following the issuing of an invoice by the Proprietor.
- 3.8 Any non-payment or late payment of fees under this Agreement when due shall be subject to interest at a rate of [**INSERT INTEREST RATE**]% per annum above EURIBOR (being the European Interbank Offered Rate). This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount.
- 3.9 Where fees are 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 to satisfy the Proprietor that the fees will continue to be paid.

Payment of Fees by Guarantor

- 3.10 In consideration of the Proprietor providing the services set out herein to the Resident, the Guarantor confirms and acknowledges that if the Resident fails to discharge all or any part of any invoice issued to the Resident in accordance with the terms of this Agreement within [**INSERT PERIOD**] days from the date on which the invoice is issued, the Guarantor shall be joint and severally liable with the Resident for all amounts remaining unpaid.
- 3.11 The Guarantor irrevocably and unconditionally covenants to pay and guarantees payment on demand of all amounts due and owing by the Resident to the Proprietor in accordance with this Agreement, including, but not limited to, all amounts invoiced to the Resident that remain unpaid and all interest payable in accordance with clause 3.8 of this Agreement.
- 3.12 The obligations and liabilities of the Guarantor under this Agreement shall be as a sole or primary obligor and not merely as surety. The Guarantor's liability is therefore not dependent on the validity, extent or nature of the Resident's liability.

Refund of Fees

- 3.13 Where the Resident leaves the Nursing Home temporarily (otherwise than as covered by clause 3.14) during any period in respect of which the fees under this Agreement have been paid and the Proprietor achieves a material saving due to the Resident's absence from the Nursing Home, the saving shall be passed on to the Resident.
- 3.14 If through death, permanent hospitalisation or unforeseen permanent discharge, the 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 Resident's room and bed for another person and not to keep it for the Resident, the said fee shall 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. If notification is not received but the Proprietor achieves a material saving due to the Resident's absence from the Nursing Home, the saving shall be passed on to the Resident.

4 DUTIES OF THE PROPRIETOR

The Proprietor or its servants, agents or assigns shall ensure, insofar as is reasonably practical, that:

- 4.1 where medical treatment is recommended by a medical practitioner and agreed by the Resident that such treatment is facilitated. For the avoidance of doubt, the Proprietor shall not be responsible for payment for such treatment or provision of specialist equipment;
- 4.2 the care plan referred to in clause 2.4 of this Agreement shall be prepared no later than 48 hours after the Resident's admission to the Nursing Home. The care plan shall be formally reviewed at intervals not exceeding 4 months, and, where necessary, the care plan shall be revised after consultation with the Resident and, where appropriate, the Resident's nominated next-of-kin. The care plan, or revised care plan, shall be available to the Resident and may, with the consent of the Resident or otherwise where appropriate, be made available to the Resident's nominated next-of-kin;
- 4.3 the Resident is provided with the option to avail of facilities for occupation and recreation available to all residents in the Nursing Home;
- 4.4 a pharmacist and a medical practitioner of the Resident's choice or who is acceptable to the Resident is available to the Resident;
- 4.5 the Resident is provided with privacy;
- 4.6 the Resident has access to information concerning current affairs and local matters, radio, television, newspapers and other media, telephone facilities which may be accessed privately and have access to voluntary groups, community resources and events;
- 4.7 the Resident will be provided with arrangements to facilitate the exercise of his/her civil, political and religious rights;
- 4.8 they carefully consider any suggestion from the Resident or from his/her nominated next-of-kin or other relevant persons to maximise the Resident's comfort and care;
- 4.9 the Resident has access to telephone facilities which may be accessed privately and is free to communicate at all times, having regard to his/her and other residents' well-being, safety and health;

- 4.10 appropriate arrangements are made for the Resident to receive visitors;
- 4.11 they 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;
- 4.12 ensure that the Resident has access to a safe supply of fresh drinking water at all times, is offered choice at mealtimes and is provided with food and drink and quantities adequate for the Resident's needs;
- 4.13 any dietary restrictions applying to the Resident on medical or religious grounds shall be facilitated;
- 4.14 they provide facilities for the storage of the Resident's personal property, jewellery and other belongings and monies and maintain a full written record thereof;
- 4.15 all reasonable measures are taken to protect the Resident from all forms of abuse;
- 4.16 the Resident has access to independent advocacy services;
- 4.17 the Resident may exercise choice in so far as such exercise does not interfere with the rights of other residents;
- 4.18 the Resident may be consulted about and participate in the organisation of the Nursing Home;
- 4.19 the Resident has access to and retains control over his/her personal property, possessions and finances; and
- 4.20 in all cases the dignity of the Resident shall be respected.

5 DUTIES OF THE RESIDENT

5.1 The Resident shall upon admission and during the duration of this Agreement comply with the obligations set out in this clause 5. The Resident shall:

- i. present all medications to any person appointed by the Proprietor upon admission to the Nursing Home;
- ii. 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;
- iii. ensure that his/her clothing and belongings are clearly marked and/or labelled with the Resident's name;

- iv. comply with all reasonable requests and suggestions made by the Proprietor;
- v. ensure the punctual payment within [**INSERT PERIOD**] days of a demand by the Proprietor of all fees or sums due or owing to the Proprietor under this Agreement;
- vi. if it appears that the Resident's funds necessary to pay the fees due under this Agreement will become depleted within a period of twelve weeks, immediately advise the Proprietor in writing;
- vii. if State Support is withdrawn for whatever reason in respect of the Resident (retrospectively or otherwise), 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;
- viii. 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 by the Resident to the Proprietor in writing;
- ix. 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;
- x. notify the Proprietor promptly of the name of the Resident's appointed medical practitioner and pharmacist (if the medical practitioner and/or pharmacists appointed by the Nursing Home is not acceptable) or any changes thereto; and
- xi. ensure that the details required for the Admission Form in the form set out in Schedule 2 to this Agreement are duly completed and up to date prior to or on admission.

5.2 The Resident may leave the Nursing Home either permanently or temporarily provided that the Resident gives adequate notice in accordance with the Nursing Home's policies and procedures.

5.3 The Resident should consider whether they believe it is appropriate to formally provide a third party with legal authority to make decisions, provide consent or otherwise act on behalf of the Resident in certain circumstances.

6 POWERS OF THE PROPRIETOR

6.1 The Resident agrees that the Proprietor at all times, in accordance with all applicable legislative and regulatory requirements, may, after consultation with the Resident:

- i. 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;
- ii. 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 by a medical practitioner and/or the Proprietor to be in the best interest of the Resident;
- iii. assign any room in the Nursing Home to the Resident. However, it is acknowledged by the Resident that the Proprietor, its 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 or for such other reasonable reason that may arise; and
- iv. 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.

7 DURATION AND TERMINATION

- 7.1 This Agreement shall commence on the Commencement Date and shall terminate in accordance with the provisions set out in this Agreement.
- 7.2 The Resident may terminate this Agreement by notice in writing, not less than four weeks prior to the date upon which such termination becomes effective. The Proprietor shall so far as is practical ensure that any discharge is carried out so that it is safe, planned and agreed between the Proprietor and the Resident. 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 – not to exceed four weeks' fees]***.

8 TERMINATION IN EXCEPTIONAL CIRCUMSTANCES

- 8.1 The Proprietor shall have the right to terminate this Agreement with immediate effect in the event that, in the opinion of the Proprietor, following consultation with the Resident or other appropriate person/body:
 - 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 and that this behaviour is likely to continue; or

- ii. 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 Fair Deal Services in the Nursing Home or is unable to provide the Fair Deal Services to the Resident; or
- iv. the overall condition of the Resident creates an unacceptable level of risk to the care of the Resident or any other resident(s) of the Nursing Home. If this Agreement is terminated in accordance with this clause 8.1(iv), the Proprietor shall ensure, insofar as is reasonably practicable, the transfer of the Resident to a facility that can provide appropriate care to the Resident.

8.2 The Proprietor shall have the right to terminate this Agreement in the event that the Resident fails to pay all sums due and owing under this Agreement pursuant to a demand for same being made by the Proprietor to the Resident within the timeframe set out in the said demand. The Resident shall be provided with a reasonable period of notice prior to the exercise by the Proprietor of their right to terminate pursuant to this clause 8.2.

8.3 The Parties agree that where the Proprietor terminates this Agreement, the Proprietor shall be entitled to discharge the Resident. The Proprietor shall so far as is practical ensure that any discharge is carried out so that it is safe, planned and agreed between the Proprietor and the Resident.

9 CONSEQUENCES OF TERMINATION

9.1 On termination or expiry of this Agreement:

- i. the Resident shall immediately pay to the Proprietor all of the Proprietor's outstanding unpaid invoices and, in respect of Fair Deal Services, Services Not Covered by Fair Deal Scheme and/or Additional Individual Services supplied but for which no invoice has been submitted, the Proprietor may submit an invoice which shall be payable immediately on receipt;
- ii. the following clauses shall continue in force: (clause 14 (Exclusion) clause 18 (Notices)), clause 20 (Governing law and jurisdiction)).

9.2 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.

10 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.

11 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/her property as a result of a force majeure event. A 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.

12 INDEPENDENT LEGAL ADVICE

The Resident, and the Guarantor where applicable, acknowledge and confirm that this Agreement is a legally binding document, they have the right to obtain legal advice prior to executing the Agreement and that the Proprietor recommends that they obtain independent legal advice.

13 VARIATION

Subject to the provisions of clause 3.5, no variation or alteration to this Agreement shall apply unless such variation or alteration has been agreed in writing and signed by the Resident and Proprietor (and Guarantor where appropriate) in accordance with the terms of this Agreement.

14 EXCLUSION

The Proprietor shall not be unreasonably responsible or liable for the loss of any property, belongings, aids, appliances or valuables of the Resident, or provided to the Resident for their use, which have not been stored in accordance with the relevant Nursing Home policy.

15 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.

16 HOW WE PROCESS YOUR PERSONAL DATA

The Resident's Personal Data will be processed in accordance with the Proprietor's data protection policy.

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 or 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.

19 MEDIATION

- 19.1 If any dispute arises in connection with this Agreement, the Parties agree to enter into mediation in good faith to settle such a dispute. Unless otherwise agreed between the Parties within 14 days of notice of the dispute, the mediator will be nominated by the Dublin Dispute Resolution Centre or, in the event of it being unwilling or unable to assist, the Law Society of Ireland. To initiate the mediation a party must give notice in writing (**Notice**) to the other Party/Parties to the dispute, referring the dispute to mediation.
- 19.2 Unless otherwise agreed, the mediation will start not later than 28 days after the date of the Notice. No party may commence any court proceedings in relation to any dispute arising out of this agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

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 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**

In the presence of:

Proprietor

Name of Witness

Address of Witness

**SIGNED BY
THE RESIDENT**

In the presence of:

Resident

Name of Witness

Address of Witness

OR

**SIGNED BY []
AS LAWFULLY APPOINTED
ATTORNEY FOR THE RESIDENT**

Attorney

In the presence of:

Name of Witness

Address of Witness

**SIGNED BY
THE GUARANTOR**

Guarantor

In the presence of:

Name of Witness

Address of Witness

Schedule 1 - Fees

Part A - Fair Deal Services

The Proprietor and the Resident agree that the Proprietor shall provide the following Fair Deal Services to the Resident:

- (a) Bed and board [in a single occupancy room / in a multi-occupancy room with [] other residents]¹;
- (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.

The current weekly fee payable by the Resident to the Proprietor for the provision of the Fair Deal Services 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 where transitional funding arrangements are in place. The Resident acknowledges that the Proprietor and the National Treatment Purchase Fund may agree to amend/vary this fee without notice to the Resident.

Part B – Services Not Covered by Fair Deal Scheme

The Proprietor and the Resident agree that the Proprietor (or any third party service provider with whom the Proprietor has a contractual relationship) will provide the following service(s) to the Resident for the fee set out in the table:

	SERVICE	FEE ²

¹ To be confirmed and inserted on a case-by-case basis

² There is no requirement to charge an additional fee for Services Not Covered by Fair Deal Scheme.

Part C – Additional Individual Services

The Proprietor and the Resident agree that the Proprietor (or any third party service provider with whom the Proprietor has a contractual relationship) will provide the following Additional Individual Services to the Resident for the fee set out in the table:

	SERVICE	FEE³
(a)		
(b)		
(c)		

³ There is no requirement to charge an additional fee for Additional Individual Services.

Schedule 2 - ADMISSION FORM
(PURSUANT TO THE CONTRACT FOR CARE)

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