**Saint Joseph’s Shankill**

**Dedicated to Dementia Care**

**Saint John of God**

**Hospital Limited**

**STATEMENT OF**

**PURPOSE & FUNCTION**

**Saint Joseph’s Shankill, Saint John of God Hospital Ltd,**

**Crinken Lane Shankill Dublin 18 TY00**

**March 2016**

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4. **CERTIFICATION & CONDITIONS OF REGISTRATION:**

**Information set out in certificate of Registration -**

*Name of designated centre:* ***Saint Joseph’s Shankill***

*Tel. No: (****01) 2823000***

*Registered Provider:* ***Saint John of God Hospital Limited***

*Principal Tel. No:* ***(01) 2771400***

*Principal Address: ’****Granada’, Stillorgan Road, Stillorgan, Co Dublin***

*Registration Number:* ***13/14/0102***

*Date of Registration:* ***9.12.2013***

*Date of Expiry:* ***8.12.2016***

***This is to certify that Saint Joseph’s Shankill is registered with the Office of the Chief Inspector of Social Services as a designated centre for the period noted above with Saint John of God Hospital Limited as registered provider and subject to the conditions of registration, specified below;***

*Person in Charge:* ***Norma Sheehan***  *Tel. No:* ***01 2823000***

*Chief Executive:* ***Emma Balmaine***

*Maximum number of residents that can be accommodated at the centre* ***60***

*Maximum number of residents that will be accommodated at the centre* ***60***

**Conditions of Registration**

**Condition 1**

The designated centre Saint Joseph’s Shankill shall be operated at all times in compliance with the Health Act 2007 as amended from time to time.

**Condition 2**

The designated centre Saint Joseph’s Shankill shall be operated at all times in compliance with the Health Act 2007 (Care and Welfare of Residents in Designated Centres for Older People) Regulations 2009 and the Health Act 2007 (Registration of Designated Centres for Older People) Regulations 2009 (as amended, consolidated, restated or replaced from time to time) and in compliance with all other regulations made under the Health Act 2007 as amended from time to time.

**Condition 3**

The designated centre Saint Joseph’s Shankill shall be operated at all times in compliance with the National Standards for Residential Care Settings for Older People in Ireland (as amended, consolidated, restated or replaced from time to time) and in compliance with all other standards made under the Health Act 2007 and as the Chief Inspector may notify to the registered provider from time to time.

**Condition 4**

The designated centre Saint Joseph’s Shankill shall be operated at all times in compliance with all other legislation, regulations and standards which are applicable to it.

**Condition 5**

The designated centre Saint Joseph’s Shankill shall be operated at all times in accordance with and shall only provide the services set out in its Statement of Purpose as delivered and amended from time to time in accordance with article 5 of the Health Act 2007 (Care and Welfare of Residents in Designated Centres for Older People) Regulations 2009 (S.I. No. 236/2009) (as amended, consolidated, restated or replaced from time to time).

**Condition 6**

No person under the age of 18 years of age shall be accommodated at the designated centre of Saint Joseph’s Shankill at any time.

**Condition 7**

The maximum number of persons that may be accommodated at the designated centre Saint Joseph’s Shankill is 60.

***(Reg. Schedule 1: 1 & 2 )***

**Background:**

This Statement of Purpose & Function is designed to complement your resident’s guide/ information booklet. The details provided below will give you information on the governance and management of the centre and it will also meet the requirements set out in the ‘National Quality Standards for Residential Care Settings for Older People in Ireland’ and the ‘Health Act 2007 (Care and Welfare of Residents in Designated Centres for Older People) Regulations 2013’.

1. **SERVICES AND FACILITIES PROVIDED**

**AIMS AND OBJECTIVES**

**Saint Joseph’s Shankill Philosophy of Care / Mission Statement:**

Saint Joseph’s Shankill is committed to providing holistic, dementia specific, person centred and palliative care to persons living with dementia in accordance with the ethos and values of the Saint John of God Hospitaller Services.

Saint Joseph’s Shankill commitment extends to the provision of Day Care and Respite services to those in the community suffering from early to middle stage dementia.

The philosophy of the Hospitaller Order Saint John of God is that people are the creation of God, with intrinsic value and inherent dignity. This philosophy is based on the beliefs and values of the Order’s founder, Saint John of God.

***(Reg. Schedule 1: 2a, Standard 28.1a)***

**SPECIFIC CARE NEEDS**

**Environment:**

Day-Care Manager

Mr Laurence Collins

Day-Care Manager

Mr Laurence Collins

Saint Joseph’s Shankill is a purpose built single storey wheelchair friendly dementia centre, providing long term 24hr nursing care for both male and female persons with dementia aged 18 years of age and older. Saint Joseph’s Shankill also provides Respite and Day Care services in an environment that is wheelchair friendly, with courtyards and a secure garden area.

It is the aim of Saint Joseph’s Shankill to provide *excellence* in dementia care, in accordance with evidence based best practice.

**Occupancy/ Resident profile:**

Saint Joseph’s Shankill has a total bed capacity of 60 beds. Within this bed complement Saint Joseph’s Shankill can and will provide residential care for up to 58 residents and respite care for up to 2 persons at any one time, creating an environment where each person feels welcomed and valued. Saint Joseph’s Shankill provides 24 hour nursing care to our residents. We accommodate both female and male residents aged 18 years and over with dementia specific care requirements and we can cater for low, medium, high and maximum dependency needs.

***(Reg. Schedule 1: 2b & Reg. Schedule 1: 3 / Standard 28.1b)***

**SERVICES AND FACILITIES**

|  |  |  |  |
| --- | --- | --- | --- |
| Communication | * Access to telephone, written and in some instances IT systems * Audiology or Ophthalmology appointments or aids | | |
| Recreation/ Social Interaction | * Communal dining/ company * In house activities * Outdoor activities * Transport for socialising | | |
| Maintaining a Safe Environment | * General hotel services * General medical equipment and devices to reduce risk (e.g. hoists/ toilet raisers/ call bells, etc.) * Infection Control/ Waste management * Medication Administration * High Tec beds * Specialised wheel/ arm chairs * Specialised OT equipment * Occupational Therapy * Medication * GP/ Hospital visits * Profiling beds | | |
| Mobility | * Falls risk assessment * Hoist * Assistance with mobility * Physiotherapy * Walking/ mobility aids e.g. Zimmer frames * Chiropody * Wheelchairs / Arm chairs and specialised seating | | |
| Personal Cleansing and Dressing | * Full Patient-centred Nursing Care * Bathing facilities * Laundry * Hairdresser * Dry cleaning * Toiletries | | |
| Skin Care and Integrity | * Pressure area care/ risk assessment * Pressure area mattresses/ cushions (static) * Wound/ Skin care * Tissue Viability Services * Dressings * Vac therapy * Medication: Creams * Compression hosiery * Doppler assessment * Pressure relieving mattresses/cushions (dynamic) | | |
| Activities of Daily Living | | * Services/ Equipment Covered * Occupational Therapy |
| Breathing and Circulation | | * Nebuliser Care * Oxygen therapy delivery/ care * Inhaler care * General observations * Medication: Nebulisers/ Oxygen/ Inhalers * Associated masks, tubing, machines * Dental care |
| Nutrition | | * Provision of meals and drinks * Monitoring of weight * Screening for malnutrition/ dehydration * Assisted feeding (including management of enteral feeds and swallowing difficulties) * Administration of sub-cutaneous fluids in some areas * Dietician * Speech and Language Therapy * Prescribed Dietary Supplements/ Allergy free foods * Dental care * Sub-cutaneous fluids and associated giving sets/ needles |
| Elimination | | * Assistance with toileting * Catheter care * Continence assessment * Bowel management * Stoma care * Skin care * Toilet raisers * Continence wear * Catheters and associated equipment * Medication: laxatives/ enemas, etc. * Urology appointments/ fees * Stoma Care equipment /accessories |
| Sleep and rest | | * General Hotel Facilities * Specialised/ High tech beds * Medications |
| Spirituality and Dying | | * Access to Spiritual services/ support * Palliative Care * End of Life Care * Medications * Syringe drivers/ equipment * Undertaker/ Funeral Assistance |

(These services may incur additional costs.)

***(Reg. Schedule 1:2c & 2d Stand. 28.1c)***

**ADMISSION CRITERIA**

Coming to live at Saint Joseph's Shankill involves a number of stages.

All new admissions must have a formal diagnosis of dementia from a Medical Practitioner, GP or Consultant.

Your main contact with us will be our Person in Charge/Director of Nursing, Norma Sheehan.

The first step is to arrange a visit when the Person in Charge/ Director of Nursing or another member of our management team will meet with you and your family or carer. You can tour the Centre, ask questions and discuss your personal needs.

You can then put your name on our waiting list. When we have a vacancy, we will contact you or the family member you nominate.

A pre-admission assessment of your care needs is carried out. This is to make sure that we have all the necessary skills, knowledge and equipment to support you.

All the administrative/financial paperwork involved, i.e. [Contract of Care](http://www.saintjosephscentre.ie/index.php/quality-care/contract-of-care), is then organised and completed.

All admissions to Saint Joseph’s Shankill are pre-arranged following a pre-admission assessment. Unfortunately, we cannot accept emergency admissions.

***(Reg. Schedule 1: 2e) (Reg. 5 (2))***

**ACCOMMODATION AND ROOM TYPES**

Saint Joseph’s Shankill is a single storey purpose built nursing home.

Our Accommodation comprises of:

* Comfortable sized bedrooms, some with en-suite facilities
* All bedrooms equipped with ‘Nurse Call’ System & Television
* Superb dining rooms, lounges, conservatories and quiet areas
* Family/Visitors Room
* Internal and external landscaped courtyards & gardens
* Dedicated oratory, Room of Repose & Mortuary
* Hairdressing & Treatment Rooms

Rooms are allocated between six Lodges –

**Carrigeen Lodge:** 4 Double Bedrooms and 5 Single Bedrooms

6 WC’s

**Rathmichael Lodge:** 3 Double Bedrooms and 4 Single Bedrooms

6 WC’s

**Delgany Lodge:** 3 Double Bedrooms and 3 Single Bedrooms

4 WC’s

**Avoca Lodge:**  3 Double Bedrooms and 2 Single Bedrooms

3 WC’s

**Glendalough Lodge:** 1 Double Bedroom and 10 Single (en-suite) Bedrooms

12 WC’s

**Kilcroney Lodge:** 3 Double (1 en-suite) Bedrooms and 2 Single Bedrooms

3 WC’s

In summary:

|  |  |  |
| --- | --- | --- |
| **Type of Bedroom** | **Number** | **Size** |
| Single Bedrooms | 26 | Largest 20.43 sq mtrs  Smallest 10.64 sq. mtrs  9 en-suite |
| Double Bedrooms | 17 | Largest 20.37 sq mtrs  Smallest 15.55 sq mtrs  1 en-suite |

**(Reg.** **Schedule 1: 2c, Reg. Schedule 1: 4 / Standard 28.1e)**



*(Reg Schedule 1: 4)*

**DAY CARE SERVICE AND FACILITIES**

Saint Joseph’s Shankill is an active participating member of the local community and therefore provides services to others who may be in need of our care. Clients with early to middle stage dementia attend Day Care from Monday to Friday each week. The facilities consist of a large day care room, an activities room, a kitchen, dining room, wheelchair accessible toilets and specially designed bathing areas together with landscaped courtyards and gardens. The resident’s privacy and dignity will not be compromised by our visiting day-care attendees as their facilities are separate from the residents’ facilities.

The Day Care aims to provide a relaxed, safe and secure, therapeutic environment, where our attendees will be greeted with a warm and friendly smile and be treated in a Person Centred manner, catering for each individual’s preferences and needs, in keeping with and incorporating the Saint John of God ethos and values.

**Our Day Care attendees’ activities include:**

* *Tea and chat*
* *Art, Painting and Colouring*
* *Hand crafts: cards, model-building*
* *Crosswords and Words-Search*
* *Reading from magazines, books and newspapers*
* *Gardening: planting seeds and bulbs*
* *SONAS Groups*
* *Extend (gentle exercise to music)*
* *Reading: fit-for-purpose books, magazines etc.*
* *Reminiscence and memory stimulating conversation: Life stories, Topical DVDs, Videos, Old objects of interest, etc.*
* *Light Topical Television entertainment: films, comedy etc.*
* *Walking in gardens*
* *Sing-a-long*
* *Bingo, board games, rings, putting etc.*
* *Relaxation Therapy.*
* *Doll Therapy.*
* *Pet Therapy,*
* *Classical Music Hour.*
* *Baking*
* *Our day care attendees can attend daily Mass in our centre, if they wish.*
* *Imagination Gym*
* *Karaoke*

***(Reg. Schedule 1: 2c, Reg. Schedule 1: 2d & Reg. Schedule 1: 5 / Standard 28.1c & Standard 28.1e)***

1. **MANAGEMENT AND STAFFING**

The management and governance of Saint Joseph’s Shankill is directed by a team of dedicated and committed members of staff who continually strive to raise standards of care. The Senior Management Team of the Centre includes the Chief Executive, the Person in Charge/Director of Nursing and the HR/Operations Manager. The Chief Executive is accountable to the Provincial, Chairman of the Board of Directors of Saint John of God Hospital Ltd and reports to the Board of Directors on a monthly basis. Your management team contacts are:

|  |  |  |  |
| --- | --- | --- | --- |
| **NAME** | **POSITION** | **CONTACT DETAILS** | **PROFESSION REGISTERATION**  **Relevant Qualifications/Experience** |
| Emma Balmaine | Registered Provider  Chief Executive | Saint John of God Hospital  Stillorgan Co Dublin | BSc Management  Dip Management Law  Dip Legal Studies  Dip Print Management  Cert Printing Technology  14 years senior management experience in Health Care, Mental Health & Palliative Care |
| Norma Sheehan | Person in Charge  Director of Nursing | Saint Joseph’s Shankill  Crinken Lane Shankill  Co Dublin | An Bord Altranais  RGN (1981) RGM (1984)  Certificate Intensive Care (1990)  Dip Management & I.R. (1995)  BNS (1999)  MSc in Health Services Management (2009)  General Nursing experience including management of an Acute Care of the Elderly Unit (CNM2) for 3 years  Assistant Director/Nurse Manager for 6 years in Wexford General Hospital |
| Adrian Doherty | HR/Operations Manager | Saint Joseph’s Shankill  Crinken Lane Shankill  Co Dublin | BTEC Higher National Diploma in Business & Personnel (1999)  NCEA National Certificate in Business Studies (2000)  HETAC BA in Accounting & Human Resources (2002)  CIPD Chartered Member (2005) |

**STAFFING**

Saint Joseph’s Shankill has an approved staff compliment of 84.59 staff. The following gives a breakdown of the staff complement by grade and whole time equivalent numbers:

|  |  |  |
| --- | --- | --- |
| Position | Grade | No. of Whole Time Equivalents \*\* |
| **Management** | Person in Charge/Director of Nursing | 1 |
|  | HR/Operations Manager | .5 |
| **Allied** | Occupational Therapist | 0.10 |
| **Nursing** | Clinical Nurse Manager 2 | 2 |
|  | Day Care Manager | 1 |
|  | Registered Nurses | 25.46 |
|  | Activities Coordinator | 2 |
|  | Tissue Viability Nurse | 0.05 |
| **Pastoral Care** | Chaplain | 0.5 |
| **Care Staff** | Healthcare Assistants | 27.12 |
| **Catering** | Catering Supervisor | 0.50 |
|  | Chef | 2.54 |
|  | Catering Assistants | 1 |
| **Household** | Household Manager | 1 |
|  | Household Staff | 12.32 |
| **Maintenance** | Maintenance Supervisor | 1 |
|  | Maintenance Assistants | 2 |
| **Administration** | Administrator  Administration Assistant  Payroll Officer  Fundraising Manager | 1  1  1  1 |
|  | **Total WTE** | **84.09** |

\*\* Whole Time Equivalent is the number of staff who would be employed if all staff were employed full-time (39 hours per week).

As a Service of the Saint John of God Hospital Ltd., Saint Joseph’s Shankill has access to support and expertise from colleagues specialising in Finance, Human Resources, Information Communication, Technology and Risk Management. In addition, Strategic Development, Quality & Safety is based at Saint John of God Hospitaller Ministries Headquarters which is the Governance Headquarters of the Western European Province of Saint John of God.

***(Reg. Schedule 1: 6)***

When the Person in Charge is absent from the centre, Sarah Kuntz CNM2 and

Sinoy Allyboccus CNM2 deputise as Person in Charge.

***(Reg. Schedule 1. 8)***

******

***(Reg Schedule 1: 7)***

1. **RESIDENTS’ WELL BEING AND SAFETY**

**CARE PLAN**

A care plan for the Resident will be developed with the participation of their specified person/ legal representative within 48 hours of admission. This will be individualised to set out the personal care needs of the Resident and will provide direction to staff members caring for the Resident. A review of the care plan will be prompted following feedback or any changes in the personal needs/ circumstances, and will be updated no less frequently than at three-monthly intervals. To ensure we have the full participation of the specified Person, on behalf of the Resident, in this process we will communicate to the Specified person when a review is required and will then set a mutually convenient time to complete the review process.

***(Reg. Schedule 1: 9)***

**THERAPEUTIC TECHNIQUES**

*SONAS, SIMS, Imagination Gym, Hand & Foot Massage.*

***(Reg. Schedule 1.10)***

**PRIVACY & DIGNITY**

Each resident can exercise choice and control over his/her life and is encouraged and enabled to maximise independence in accordance with his/her wishes.

We use individual care planning and have implemented “Enriched Care Planning” which is based on the principles of patient centred care and individually tailored care plans informed by the patient’s past and present life events, personality, wishes, preferences and current clinical presentation.

Our aim is to maximise independence: each resident is encouraged and supported to live a meaningful life. We recognise and support the resident’s ‘ability to do’ in collaboration with the multidisciplinary team, family and carers.

Personal autonomy and choice is inherent in our ethos. There are clear communication and information processes in place to facilitate the resident exercising choice. The resident is given a choice to participate in individual and/or communal recreational activities.

See our policies: “Consent,” “Communication,” “Consultation & collaboration,” “Information,” “Medication,” “Property & Possessions.” “Residents’ Rights” & “Towards A Restraint Free Environment.”

The resident’s individual choices relating to his/her preferred term of address are respected.

Residents are addressed by their preferred name. This will also be documented in our “Enriched Care Plans.”

We promote hospitality, compassion, respect, justice and excellence in everything we do as a core and essential part of our ethos, this includes affording opportunities for self-expression.

***(Reg. Schedule 1: 11)***

**SOCIAL ACTIVITIES, HOBBIES AND LEISURE INTERESTS**

Our 2 Activities Coordinators organise a wide range of activities to provide opportunities for residents to participate in meaningful and purposeful activity suiting the needs, preferences and capacities of each individual.

**Some of our activities include:**

Activities Staff Arts & Crafts, Baking / Cooking, Board Games, Bingo, Bowling, Cards, Celebrations – birthdays, anniversaries, seasonal, Computers, Crosswords, Flat screen TV, Flower Arranging, Foot Spa Therapy, Gardening, Hand Therapy, Head Massage, Knitting, Jigsaws, Magazines, Manicures, Music Therapy, Musical Afternoons, News of the Day, Outings, Pampering, Pet Therapy, Poetry, Quiz, Radio, Reading, Relaxation Therapy, Religious Services, Reminiscence Therapy, SONAS Program, Sensory Therapy, Imagination Gym, Spiritual Reflections, Sing A Long, Social Afternoons, Sudoku, Walks, Wi – Fi, Word-Search.

We arrange regular entertainment events on afternoons and at weekends where musicians, singers and dancers from the local community come to Saint Joseph’s Shankill to provide entertainment to the residents.

Weekly notifications of upcoming events are displayed on our Resident’s Notice Board in the main hall, in residents’ bedrooms & on our website.

***(Reg. Schedule 1: 2c & 2d, 10, 12 & Stand. 28.1c)***

**RESIDENT & PUBLIC PARTICIPATION COMMITTEE (RPPC)**

Within Saint Joseph’s Shankill a ‘Resident & Public Participation Committee’ comprising of family members, volunteers & staff meets monthly. The committee’s terms of reference ensures that information for residents and caregivers is the most up-to-date, relevant & required information to meet best practice and is in compliance with legislation.

***(Reg. Schedule 1: 13)***

**RELIGIOUS SERVICES ARRANGMENTS**

Pastoral care arrangements are provided according to the resident’s individual wishes and Ministers of Religion are made welcome in the centre. Mass is celebrated daily (except Saturdays).

***(Reg. Schedule 1: 14)***

**ARRANGEMENTS MADE FOR CONTACT BETWEEN RESIDENTS AND THEIR RELATIVES, FRIENDS AND/OR CARERS**

We operate an open visiting policy within Saint Joseph’s Shankill. In the interest of safety, everyone entering or leaving the centre is asked to sign our visitor’s book and partake in precautionary infection control measures as appropriate. Saint Joseph’s Shankill reserves the right to impose restrictions on visiting arrangements where the visit or time of visit is deemed to pose a risk or where the resident requests restrictions. All residents have access to telephone facilities which may be accessed privately.

***(Reg. Schedule 1: 15)***

**COMMENTS / COMPLIMENTS AND COMPLAINTS:**

Saint Joseph’s Shankill is interested in feedback to ensure that its service is continually reviewed and refined in line with best practice and resident choice. There are a number of ways in which the resident, the resident’s representative, or a visitor can share their views/participate in the consultation process:

**COMPLAINTS PROCEDURE**

**How do I make a complaint?**

**In Person:** Talk to any member of staff, service manager or [**complaints officer**](http://www.hse.ie/eng/services/yourhealthservice/feedback/Complaints/Officers/Officers.html), Elaine Byrne

**By Email:** E-mail [stjosephs@sjog.ie](mailto:stjosephs@sjog.ie) with your feedback.

**By Letter:** Send a letter or fax. Staff can help you put your complaint in writing, if you require assistance. St Joseph’s Shankill, Crinken Lane, Shankill, Co. Dublin. Fax: 01-2823119

**Ring us:**01-2823000

**What do I need to include in my complaint?**

A complaint should include:

* Who was involved?
* What happened and when?
* What are you concerned about?
* Have you done anything else to resolve this matter?
* What do you want to happen now?
* Verbal complaint forms available at reception.

**What will happen next?**

* A verbal complaint will be acknowledged as soon as possible by relevant staff member.
* A written complaint will be acknowledged by a complaints officer in writing within 5 working days.

**How will my complaint be dealt with?**

Depending on the nature and seriousness of your complaint:

* A staff member/manager will attempt to resolve your complaint locally **or**
* A complaints officer will look into the issues raised in your complaint.

**How long will it take the complaints officer to look into my complaint?**

* The complaints officer will look into your complaint within 30 working days of the date when it was acknowledged.
* If it takes longer to look into all the issues raised in your complaint the complaints officer will notify you within 30 working days and will give you an update on what is happening every 20 working days after that.

**What do I do if I am not satisfied with the recommendations made by the complaints officer or the way my complaint was dealt with?**

| **Request review from Appeals Officer** | **OR** | **Request review from Ombudsman** |
| --- | --- | --- |
| You may request a review from the Appeals Officer:  Mr Joe Kelly,  Head of Operations & Quality, St John of God Hospital Ltd.  Phone: 01 2711400  Email: [joe.kelly@sjog.ie](mailto:joe.kelly@sjog.ie)  You have 30 working days from the date of the final report sent to you by the complaints officer to request a review. | **OR** | You may request an independent review of your complaint from the Office of the Ombudsman  **Office of the Ombudsman:**  18 Lower Leeson Street, Dublin 2.  Phone: 01 6785222 Email:[ombudsman@ombudsman.irlgov.ie](mailto:ombudsman@ombudsman.irlgov.ie) |

A full copy of the “Management of Complaints Policy” is available upon request at any time.

***(Reg. Schedule 1: 16)***

**FIRE PRECAUTIONS AND EMERGENCY PROCEDURE**

**Safety:**

The safety of the resident is paramount to us. All staff are available to give assistance at any time, there is also a Nurse Call bell system in operation in all rooms and bathrooms.

**Fire:**

We operate a test fire alarm every week. This will last approximately ten seconds. If a visitor hears a continuous alarm at any time of the day or night, this is **not** a test. Please proceed to the nearest fire exit.

**Other Emergencies:**

If any person discovers other scenarios/ circumstances which pose a risk to residents, staff, or visitors please inform the nearest staff member immediately.

Also see Internal Emergency Response Plan – Page 57

***(Reg Schedule 1:17)***

1. **KEY POLICIES**

**Standards**

As a provider of high quality nursing care we welcome the Health Act 2007 Regulations 2013 and National Quality Standards for Residential Care Settings for Older People in Ireland 2008. These standards will help to consolidate existing good practice whilst also identifying areas for development. A copy of the Standards and Regulations can be obtained on line –

<http://www.hiqa.ie/media/pdfs/HIQA_Residential_Care_Standards_2008.pdf> or in writing to: Health Information and Quality Authority, Social Services Inspectorate, 1301 City Gate, Mahon, Cork.

<http://www.irishstatutebook.ie/2013/en/si/0415.html>

**Other policies that we adhere to include**:

*Responding to Emergencies*

*Communication*

*Complaints*

*Creation of, Access to, Retention of and Destruction of Records*

*End of Life Care*

*Internal Emergency Response Plan*

*Residents’ personal property, personal finances & possessions*

*The ordering, receipt, prescribing, storing and administration of medicines to residents*

*Admissions*

*Health & Safety of Residents, staff and visitors including Infection control*

*Monitoring and documentation of nutritional intake*

*Staff training & development*

*Positive Approaches: Positive Behaviour Support for Need Driven Behaviours*

*Provision of Information to Residents*

*Recruitment, Vetting and Selection of Staff*

Risk Management

The prevention, detection and response to abuse

Fire Safety Management

Temporary Absence and Discharge of Patient

Towards a Restraint Free Environment

*The above is not an exhaustive list.*

***(Reg. Schedule 1: 2e / Standards 28.1a & 28.1f***

1. **TERMS AND CONDITIONS OF THE CONTRACT OF CARE**

By agreeing to take up residency within Saint Joseph’s Shankill you or your specified person/legal representative will have signed a contract of care which ensures that you have a legally binding assurance of high quality care standards and that we have an acknowledgement of your commitment to our terms and conditions. A full copy of the Contract of Care follows.

***(Stand. 28.1d)***

CONTRACT FOR CARE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_



*Saint John of God Hospital Ltd*

*Saint Joseph’s Shankill*

*Crinken Lane, Shankill, D18 TY00*

*Phone: 01-2823000 Fax: 01-2823119*

*www.saintjosephscentre.ie*

Saint Joseph’s Shankill

Philosophy of Care

*Saint Joseph’s Shankill is committed to providing holistic and palliative care to persons living with latter to end stage Dementia in accordance with the ethos and values of The Saint John of God order.*

*Saint Joseph’s Shankill commitment extends to the provision of Day Care and Respite services to those in the community suffering from early to middle stage Dementia.*

*The philosophy of The Saint John of God Order Services is that people are the creation of God, with intrinsic value and inherent dignity. This philosophy is based on the beliefs and values of the Order’s founder, St John of God.*

**THIS AGREEMENT** is made this day of 20

**BETWEEN**

SAINT JOHN OF GOD HOSPITAL LTD, SAINT JOSEPH’S SHANKILL of CRINKEN LANE, SHANKILL, D18 TY00 (hereinafter the ‘**Proprietor’**)

**AND**

of

(hereinafter the ‘**Specified Person**’ who is entering into this agreement on behalf of the Resident)

**WHEREAS**

1. The Proprietor operates a nursing home providing long-term residential care services which is on the register of designated centres under the Health Act 2007 (the “**Register**”) and the Nursing Home is a nursing home within the meaning of Section 2 of the Health (Nursing Homes) Act 1990.
2. The Proprietor is the person whose name is entered on the Register as the registered provider.
3. The Resident requires the long-term residential care services to be provided by the Proprietor pursuant to the terms and conditions of this Agreement.
4. The Resident is a person who **has** been approved by the Health Service Executive to

receive

1. Both the Proprietor and the Specified Person confirm that this Agreement shall be entered into on the admission of the Resident entering the Nursing Home in accordance with the requirements of the Health Act 2007 (Care and Welfare of Residents in Designated Centres for Older People) Regulations 2013 (the “**Regulations**”).
2. It is agreed by the Parties that this Agreement shall relate to the care and welfare of the Resident in the Nursing Home and shall comprise all terms and conditions concerning the care and welfare of the Resident in the Nursing Home and fully sets out details of the services to be provided by the Proprietor to the Resident during the course of this Agreement and the fees to be charged therefor.
3. The Resident has a specific diagnosis of Dementia and is unable to enter into a contract

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

1. Definitions
   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

**“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 **CRINKEN LANE, SHANKILL, D18 TY00** 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.

**“Specified Person”** can be defined as: a) Ward of Court, your Committee, b) A person appointed under a valid, registered enduring power of attorney who is not restricted from applying for the scheme, c) A care representative appointed under the Nursing Homes Support Scheme Act d) Your spouse or partner, e) A relative of yours who is 18 years of age or over, f) A next friend appointed by a court, g) Your legal representative, or h) A registered medical practitioner, nurse or social worker. The Specified Person is the person who has/is capable of applying under The Nursing Home Support Scheme Act 2009

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

* 1. 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.
  2. 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.
  3. A reference to any Party shall include that party’s personal representatives, successors and permitted assigns.
  4. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
  5. 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.
  6. A reference to **writing** or **written** includes fax but not e-mail.
  7. Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.
  8. 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.
  9. 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.
  10. This Agreement shall be not construed strictly against either Party.

1. Services
   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. 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.
   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.
   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.

1. Fees
   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.
   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. 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/dependency needs 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.
   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.
   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.
   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.
   7. In circumstances where a guarantee is required 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.

3.9 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.

1. Duties of the Proprietor

The Proprietor or its servants, agents or assigns shall:

* 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;
  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;
  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. ensure that the Resident is provided with privacy, insofar as is reasonably practical;
  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;
  6. provide the Resident with arrangements to facilitate, insofar as is reasonably practical, the exercise of his civil, political and religious rights;
  7. carefully consider any suggestion from the Resident or from his family or other relevant persons to maximise his comfort and care;
  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;
  9. ensure that appropriate arrangements are made for the Resident to receive visitors;
  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;
  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;
  12. ensure that any dietary restrictions applying to the Resident on medical or religious grounds shall be facilitated;
  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;
  14. ensure that all reasonable measures are taken to protect the Resident from all forms of abuse;
  15. ensure in so far as is reasonably practical that the Resident has access to independent advocacy services; and
  16. ensure that in all cases the dignity of the Resident shall be respected.

1. Duration and Termination
   1. This Agreement shall commence on the Commencement Date and shall terminate in accordance with the provisions hereof.
   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 a fee comprising of the number of days at the current rate in lieu of notice.
2. TERMINATION iN EXCEPTIONAL CIRCUMSTANCES
   1. The Proprietor shall have the right to terminate this Agreement with immediate effect in the event that:
      * 1. 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
        2. 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
        3. 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
        4. 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.

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(f) 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.

1. Requirements for the Resident
   1. The Resident or their Specified Person shall upon admission and during the duration of this Agreement comply with the following obligations. The Resident or their Specified Person shall:
      * + 1. 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;
          2. 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;
          3. ensure that his clothing and belongings are clearly marked and/or labelled with the Resident’s name or initials;
          4. comply with all reasonable requests and suggestions made by the Proprietor;
          5. ensure the punctual payment by direct debit instruction on the 20th of each calendar month to the Proprietor of all fees or sums due or owing to the Proprietor under this Agreement;
          6. advise in writing the Proprietor in advance within twelve weeks should the Residents funds necessary to pay the Proprietor punctually for all fees and sums become depleted;
          7. appoint a local medical practitioner of his choice and duly notify the Proprietor thereof;
          8. advise the Proprietor of their choice of pharmacist if the appointed Nursing Home pharmacist is not acceptable to the Resident;
          9. 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;
          10. 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
          11. notify the Proprietor promptly of the name of the Resident’s appointed medical practitioner and pharmacist or any changes thereto;
          12. 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.
   2. The Resident may leave the Nursing Home either permanently or temporarily provided that:
      * 1. the Resident gives such notice as may be prescribed by the Proprietor from time to time; and
        2. 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.

1. Powers of the Proprietor
   1. The Resident agrees that the Proprietor at all times, in accordance with all applicable legislative and regulatory requirements, may:
      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;
      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;
      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 or where there is a change in the dependency needs of the Resident
      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
      5. review and revise with the Resident fees chargeable under this Agreement where considered necessary or in the event that additional services are required by the Resident/Specified Person.
      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 by direct debit mandate within four weeks of such demand by the Proprietor and thereafter by direct debit instruction on the 20th of each calendar month and;
      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 and thereafter by direct debit instruction on the 20th of each calendar month.
   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.
   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.
2. 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.

1. Force Majeure

The Resident or their Specified Person 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.

1. Independent Legal Advice

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

* + - 1. 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 if applicable) prior to their execution; or
      2. 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 if applicable) prior to execution.

1. 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.

1. Exclusion
   1. The Resident or their Specified Person 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.
   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.
   3. The Proprietor shall not be responsible or liable for the theft by any person whomsoever of any property or valuables of the Resident.
   4. The Proprietor cannot assure against loss or mislaying of items and the Proprietor does not retain Residents money or valuables for safekeeping.
   5. Nothing in this Agreement shall exclude liability for fraud nor liability for death or personal injury resulting from negligence.
2. consequences of termination
   1. On termination or expiry of this Agreement:
      * + 1. the Resident or Specified Person 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
          2. the following clauses shall continue in force: (clause 13 (Exclusion) clause 18 (Notices)), clause 20 (Governing law and jurisdiction)).
   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.
3. DATA PROTECTION

The Resident and their Specified Person acknowledges, consent and agrees that personal details of the Resident and their Specified Person and their personal data will be processed by and on behalf of the Proprietor in connection with the Services provided by the Proprietor. The Resident (or Specified Person on their behalf) 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 (or Specified Person on their behalf) 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.

1. 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.

1. assignment and other dealings
   1. This Agreement is personal to the Resident and the Resident and/or Specified Person 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.
   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.
2. NOTICES
   1. A notice given to a Party under or in connection with this Agreement:
      * + 1. shall be in writing and in English or accompanied by an accurate translation into English; and
          2. shall be sent to the Party by post or by courier at the address set out in this Agreement.
   2. A Party may change its address for the purposes of this Agreement by giving notice in accordance with this Agreement.
   3. A notice given under this Agreement is not valid if sent by e-mail.
3. counterparts
   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.
   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.
   3. No counterpart shall be effective until each Party has executed at least on counterpart.
4. 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 ON BEHALF OF THE REGISTERED PROVIDER**

SAINT JOHN OF GOD HOSPITAL LTD

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In the presence of: **REGISTERED PROVIDER**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Witness

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of Witness

**SIGNED BY OR ON BEHALF OF THE RESIDENT**

**THE RESIDENT**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RESIDENT/SPECIFIED PERSON**

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 **1st December 2014** is

**€1325**

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**

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

*(a) Nursing Home Services*

* *Activities Staff*
* *Arts & Crafts*
* *Animal Therapy*
* *Baking / Cooking*
* *Board Games*
* *Bingo,*
* *Bowling*
* *Boules*
* *Cards*
* *Celebrations – birthdays, anniversaries, seasonal*
* *Computers*
* *Crosswords*
* *Flat screen TV*
* *Flower Arranging*
* *Foot Spa Therapy*
* *Gardening*
* *Hand Therapy*
* *Head Massage*
* *Imagination Gym*
* *Knitting*
* *Jigsaws*
* *Keep Fit Exercise*
* *Library*
* *Light Exercise*
* *Magazines*
* *Manicures*
* *Music Therapy*
* *Musical Afternoons*
* *News of the Day*
* *Pampering*
* *Poetry*
* *Quiz*
* *Radio*
* *Reading*
* *Relaxation Therapy*
* *Religious Services*
* *Reminiscence Therapy*
* *Sonas Program*
* *Sensory Therapy*
* *Spiritual Reflections*
* *Sing A Long*
* *Sudoku*
* *Walks*
* *Wi – Fi*
* *Wordsearch.*

*(b) Any other service that may be agreed between the Parties.*

**\* 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:

**€100.00 PER MONTH**

**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:

**Individual Services**

1. All Toiletries
2. Chiropody
3. Dental checks
4. Dental Services e.g. denture fitting
5. Dry Cleaning
6. Escort to Hospital appointments
7. Government Prescription Levy
8. Hairdressing
9. Hearing appliances
10. Hearing/Audiology checks
11. Incontinence Wear
12. Laboratory Tests (delivery charges)
13. Newspapers
14. Occupational Therapist
15. Ophthalmology/Eye tests
16. Outings
17. Pharmacy Items (if not covered under the GMS)
18. Physiotherapy
19. Seating Assessments - Occupational Therapist
20. Specialised Beds
21. Specialised Mattresses
22. Specialised Wheelchairs, armchairs and specialised seating
23. Speech & Language Therapist
24. Transportation Costs for appointments
25. *Any other service that may be agreed between the Parties.*

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

**\* The Parties to this Agreement understand that the Services referred to in Paragraph (a) to (y) 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:

|  |  |  |
| --- | --- | --- |
| **Item** | **Cost** | **Frequency of Charges** |
| All Toiletries | Variable based on usage.  Shampoo €3.00  Shower Wash €3.00  Tooth paste €2.00  Toothbrush €2.50  Razor blades each €2.50  Razor whole €10.00  Comb €0.50  Moisturiser €2.50  Deodorant €3.00  Sudo Cream €3.50  Shaving foam/gel €2.00  Caldesene €5.00  Johnsons Powder €2.00  Vaseline Care UV €4.00  Steradent €2.00 | Monthly |
| Chiropody | GMS: €20 per visit | every 6 weeks as requested |
|  | Private €25 per visit | every 6 weeks as requested |
| Dental checks | GMS: The Dental Treatment Services Scheme (DTSS) provides access to dental treatment for adult medical card holders (over 16 years of age). A free oral examination every calendar year and free emergency dental treatment for relief of pain and sepsis are available to all eligible patients. This includes 2 fillings per annum and all extractions. Most other treatments require prior approval e.g. dentures | As required/requested |
|  | Private: Check-up and Examination €60 | As required/requested |
| Dental Services\* : denture fitting  \*full listing of services and pricing available upon request | GMS / Private: €295 to €840. GMS card holders may be entitled to free denture fitting but prior approval is required. Tax relief at the lower rate of tax for specialised dental treatment may apply – claimed directly with Revenue. | As required/requested |
| Dry Cleaning | Pricing to be obtained in advance and communicated to family | As required/requested |
| Escort to Hospital appointments | €25 per hour | As required/requested |
| Government Prescription Levy | GMS card holders only: Up to a maximum of €25.00 per month per family or €2.50 per item as of 2015. Subject to change based on Government Budget Reviews | every 28 days / 4 week cycle |
| Hairdressing | Men: €8 to €10 | As required - available weekly |
|  | Ladies: Shampoo, set and Blowdry €15-€20, Cut, Set & Blowdry €22-€28, Dry Cut €12-€20, Bodywave, Cut and Set €50, Colour, Cut & Finish €50 | As required - available weekly |
| Hearing appliances | Hearing Aids start from €1000. Grant available once you or your spouse have paid into the PRSI system.  If you have a GMS card hearing aids are free through the HSE but there will be waiting lists. | As required |
| Hearing/Audiology checks | Free hearing checks with St John Hearing Service | As required/requested |
| Incontinence Wear | GMS: Included. Additional if required at €61 per box | as required |
|  | Private: €61 per box | as required |
| Laboratory Tests (delivery charges) | €5 per journey | as required |
| Newspapers | Based on cost of newspaper requested | Available upon request |
| Occupational Therapist | €40 per session (excludes Seating Assessment: see below for detail) | as required |
| Ophthalmology/Eye tests | GMS: Free every 2 years and any necessary standard spectacles once every two years | Every 2 years or if needed before |
|  | Private: €50 - Eye exam, Delivery and fitting of glasses and complete aftercare service | as required |
| Outings | Based on cost of outing and transportation needed | when organised |
| Pharmacy Items: Charges may also be made for items not included on the GMS or Hardship Schemes including for example specialist dressings | Variable | as required |
| Physiotherapy | €40 per sessions | as required, Physiotherapist in the centre every Friday |
| Seating Assessments - Occupational Therapist | €120 per assessment  €60 per follow up | as required |
| Specialised Beds | Dependent on type of bed, pricing sourced as required | as required |
| Specialised Mattresses | Dependent on type of mattress, pricing sourced as required | as required |
| Specialised Wheelchairs, armchairs and specialised seating | Dependent on type of chair, pricing sourced as required | as required |
| Speech & Language Therapist | €120 per assessment | as required |
| Transportation Costs for appointments | €15 return journey | as required |

**Prices effective as at May 1st 2015. The fees set out under Part 2 of Schedule 2 and under Part 2 of Schedule 3 will be reviewed on an annual basis and will be effective upon written notice (1 month) by the Nursing Home to the Specified Person.**

**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:

* 1. Bed and board
  2. Nursing and personal care (which does not include specialist equipment) appropriate to the level of care needs of the Resident
  3. Bedding
  4. Basic aids and appliances necessary to assist the Resident with the activities of daily living
  5. Nursing Home Service Charge
  6. All Toiletries
  7. Chiropody
  8. Dental checks
  9. Dental Services e.g. denture fitting
  10. Dry Cleaning
  11. Escort to Hospital appointments
  12. Government Prescription Levy
  13. Hairdressing
  14. Hearing appliances
  15. Hearing/Audiology checks
  16. Incontinence Wear
  17. Laboratory Tests (delivery charges)
  18. Newspapers
  19. Occupational Therapist
  20. Ophthalmology/Eye tests
  21. Outings
  22. Pharmacy Items (if not covered under the GMS)
  23. Physiotherapy
  24. Seating Assessments - Occupational Therapist
  25. Specialised Beds
  26. Specialised Mattresses
  27. Specialised Wheelchairs, armchairs and specialised seating
  28. Speech & Language Therapist
  29. Transportation Costs for appointments
  30. 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 (dd) 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:

**Services and Nursing Home Service Charge (a) to (e):**

### €1625 per week (€232.14 per day)

(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) Basic aids and appliances necessary to assist the Resident with the activities of daily living;

(e) Nursing Home Service Charge

**Additional Services and fees payable (f) to (dd):**

|  |  |  |
| --- | --- | --- |
| **Item** | **Cost** | **Frequency of Charges** |
| All Toiletries | Variable based on usage.  Shampoo €3.00  Shower Wash €3.00  Tooth paste €2.00  Toothbrush €2.50  Razor blades each €2.50  Razor whole €10.00  Comb €0.50  Moisturiser €2.50  Deodorant €3.00  Sudo Cream €3.50  Shaving foam/gel €2.00  Caldesene €5.00  Johnsons Powder €2.00  Vaseline Care UV €4.00  Steradent €2.00 | Monthly |
| Chiropody | GMS: €20 per visit | every 6 weeks as requested |
|  | Private €25 per visit | every 6 weeks as requested |
| Dental checks | GMS: The Dental Treatment Services Scheme (DTSS) provides access to dental treatment for adult medical card holders (over 16 years of age). A free oral examination every calendar year and free emergency dental treatment for relief of pain and sepsis are available to all eligible patients. This includes 2 fillings per annum and all extractions. Most other treatments require prior approval e.g. dentures | As required/requested |
|  | Private: Check-up and Examination €60 | As required/requested |
| Dental Services\* : denture fitting  \*full listing of services and pricing available upon request | GMS / Private: €295 to €840. GMS card holders may be entitled to free denture fitting but prior approval is required. Tax relief at the lower rate of tax for specialised dental treatment may apply – claimed directly with Revenue. | As required/requested |
| Dry Cleaning | Pricing to be obtained in advance and communicated to family | As required/requested |
| Escort to Hospital appointments | €25 per hour | As required/requested |
| Government Prescription Levy | GMS card holders only: Up to a maximum of €25.00 per month per family or €2.50 per item as of 2015. Subject to change based on Government Budget Reviews | every 28 days / 4 week cycle |
| Hairdressing | Men: €8 to €10 | As required - available weekly |
|  | Ladies: Shampoo, set and Blowdry €15-€20, Cut, Set & Blowdry €22-€28, Dry Cut €12-€20, Bodywave, Cut and Set €50, Colour, Cut & Finish €50 | As required - available weekly |
| Hearing appliances | Hearing Aids start from €1000. Grant available once you or your spouse have paid into the PRSI system.  If you have a GMS card hearing aids are free through the HSE but there will be waiting lists. | As required |
| Hearing/Audiology checks | Free hearing checks with St John Hearing Service | As required/requested |
| Incontinence Wear | GMS: Included. Additional if required at €61 per box | as required |
|  | Private: €61 per box | as required |
| Laboratory Tests (delivery charges) | €5 per journey | as required |
| Laundry Charges |  |  |
| Newspapers | Based on cost of newspaper requested | Available upon request |
| Occupational Therapist | €40 per session (excludes Seating Assessment: see below for detail) | as required |
| Ophthalmology/Eye tests | GMS: Free every 2 years and any necessary standard spectacles once every two years | Every 2 years or if needed before |
|  | Private: €50 - Eye exam, Delivery and fitting of glasses and complete aftercare service | as required |
| Outings | Based on cost of outing and transportation needed | when organised |
| Pharmacy Items: Charges may also be made for items not included on the GMS or Hardship Schemes including for example specialist dressings | Variable | as required |
| Physiotherapy | €40 per sessions | as required, Physiotherapist in the centre every Friday |
| Seating Assessments - Occupational Therapist | €120 per assessment  €60 per follow up | as required |
| Specialised Beds | Dependent on type of bed, pricing sourced as required | as required |
| Specialised Mattresses | Dependent on type of mattress, pricing sourced as required | as required |
| Specialised Wheelchairs, armchairs and specialised seating | Dependent on type of chair, pricing sourced as required | as required |
| Speech & Language Therapist | €120 per assessment | as required |
| Transportation Costs for appointments | €15 return journey | as required |

**Prices effective as at May 1st 2015. The fees set out under Part 2 of Schedule 4 will be reviewed on an annual basis and will be effective upon written notice (1 month) by the Nursing Home to the Specified Person.**

**Schedule 5**

**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)** |  |
| **Next of Kin:** |  |
| **Address of Nominated/Authorised**  **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:** |  |
| **Room No:** |  |
| **Enduring Power of Attorney Document (if applicable)** |  |

Internal Emergency Response Plan