



*Saint John of God Hospital clg*

*Saint Joseph's Shankill*  
Dedicated to Dementia Care

*Crinken Lane, Shankill, D18 TY00*  
*Phone: 01-2823000 Fax: 01-2823119*  
*[www.saintjosephscentre.ie](http://www.saintjosephscentre.ie)*

## Saint Joseph's Shankill

### Philosophy of Care

*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.*

*The philosophy of the Hospitaller Order of 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.*

*It is the aim of Saint Joseph's Shankill to provide excellence in dementia care.*

# CONTRACT FOR CARE

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

## **BETWEEN**

SAINT JOHN OF GOD HOSPITAL CLG, 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**

- A. 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.
- B. The Proprietor is the person whose name is entered on the Register as the registered provider.
- C. The Resident requires the long-term residential care services to be provided by the Proprietor pursuant to the terms and conditions of this Agreement.
- D. The Resident is a person who **has / has not** been approved by the Health Service Executive to receive \_\_\_\_\_
- E. 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**").
- F. 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.
- G. The Resident has a specific diagnosis of Dementia and is unable to enter into a contract

# CONTRACT FOR CARE

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## NOW IT IS HEREBY AGREED AS FOLLOWS:

### 1 DEFINITIONS

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

**"Act"** shall mean the Nursing Homes Support Scheme Act 2009.

**"Commencement Date"** shall mean the

**"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.

# CONTRACT FOR CARE

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**"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.

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

# CONTRACT FOR CARE

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not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.11 This Agreement shall be not construed strictly against either Party.

## 2 SERVICES

- 2.1 The Proprietor shall, for the duration of this Agreement, provide to the Resident the agreed services including the Services and undertakes to provide the Resident suitable and sufficient care to maintain the Resident's welfare and wellbeing having regard to the nature and extent of the Resident's dependency and needs, which services may, as appropriate, be provided by the Proprietor to the Resident under the direction of a General Medical Practitioner from time to time. The Nursing Home also provides the Nursing Home Services for the benefit of residents for the indicated Nursing Home Service Charge. In addition the Individual Services are services the Resident may avail for the indicated additional fees.
- 2.2 In the provision of the agreed services to the Resident, the Proprietor shall use its best endeavours to comply with the Regulations and all applicable legislative provisions governing the provision of long-term residential care to residents of Irish private/voluntary nursing homes.
- 2.3 The Proprietor shall ensure that the Resident's needs are at all times set out in an individual care plan which shall be developed and agreed following a comprehensive assessment by an appropriate health care professional of the health, personal and social care needs of a Resident. The Proprietor shall so far as is reasonably practical arrange to meet the needs of the Resident based on such care plan.
- 2.4 On admission the Resident shall provide the details set out in the admission form in Schedule 5 (the "**Admission Form**").
- 2.5 Each of the parties agrees and warrants to the other that it has the necessary capacity to enter into this Agreement and this Agreement when executed shall represent legally binding enforceable obligations on it.

## 3 FEES

- 3.1 Where the Resident is a person who has been approved to receive State Support in accordance with the Act and is in receipt of the Services, the Nursing Home Services and the Individual Services specified in the respective Part 1 of Schedule 1, 2 and/or 3 as the case may be, the fees payable by the Resident to the Proprietor are set out in the respective Part 2 of Schedule 1, 2 and/or 3 as the case may be. The Services are those services required to be provided to all Residents in receipt of State Support. It is acknowledged and agreed that the Nursing Home Services are provided to all residents and that the Individual

## CONTRACT FOR CARE

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- Services are services that a Resident may avail of which in both cases are provided for the indicated additional fees in Schedule 2 and Schedule 3 to this Agreement.
- 3.2 Where the Resident is a person other than a person who has been approved to receive State Support in accordance with the Act and is in receipt of the Services specified in Part 1 of Schedule 4 to this Agreement, the fees payable by the Resident to the Proprietor are set out in Part 2 of Schedule 4 to this Agreement.
- 3.3 The fees set out in Schedule 1, 2, 3 and 4 of this Agreement may, subject to law and regulations, be reviewed and revised by the Proprietor on an annual basis or where there is a change in the condition/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.
- 3.4 Where the Resident leaves the Nursing Home voluntarily during any period in respect of which the fees under this Agreement have been paid, the said fees shall not be refunded by the Proprietor to the Resident, except as may otherwise be agreed between the Parties.
- 3.5 If through death, permanent hospitalisation or unforeseen permanent discharge, a Resident leaves the Nursing Home during a period for which the fees have been paid, subject to notification to the Proprietor which permits the Proprietor to use the Residents place and bed for another person and not to keep it for the Resident, the said fee may be refunded by the Proprietor to the Resident or any person lawfully appointed under law or by the Resident to act for and on behalf of the Resident.
- 3.6 In the case of fees being paid or supported through the liquidation of assets through the offices of solicitors, accountants, courts or other bodies, the Proprietor may require that suitable undertakings are provided for and on behalf of the Resident.
- 3.7 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

# CONTRACT FOR CARE

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agree that the provision by the Proprietor such information is sufficient to satisfy the regulatory obligations of the Proprietor in this regard.

## **4 DUTIES OF THE PROPRIETOR**

The Proprietor or its servants, agents or assigns shall:

- 4.1 ensure so far as is reasonably practical that where medical treatment is recommended by a medical practitioner and agreed by the Resident that such treatment is facilitated but for the avoidance of doubt the Proprietor shall not be responsible for payment for such treatment or provision of specialist equipment;
- 4.2 ensure that the Resident is provided with services provided for the occupation and recreation of all residents and it is acknowledged that in the case of such services which may also include and involve group activities that the additional Nursing Home Service Charge will apply as set out in Schedule 2;
- 4.3 ensure so far as is reasonably practical within the Provider's control that a pharmacist of the Resident's choice or who is acceptable to the Resident is available to the Resident;
- 4.4 ensure that the Resident is provided with privacy, insofar as is reasonably practical;
- 4.5 ensure so far as is reasonably practical that the Resident have access to information concerning current affairs, local matters and community resources and events, voluntary groups, radio, television and other media;
- 4.6 provide the Resident with arrangements to facilitate, insofar as is reasonably practical, the exercise of his civil, political and religious rights;
- 4.7 carefully consider any suggestion from the Resident or from his family or other relevant persons to maximise his comfort and care;
- 4.8 ensure that so far as is reasonably practical the Resident has access to telephone facilities which may be accessed privately and is free to communicate at all times, having regard to his and other residents' well-being, safety and health;
- 4.9 ensure that appropriate arrangements are made for the Resident to receive visitors;
- 4.10 investigate any bona fide complaint made by or on behalf of the Resident and communicate the result of such investigation to the complainant in accordance with established complaints policies and procedures;



# CONTRACT FOR CARE

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- 4.11 ensure that the Resident has access to a safe supply of fresh drinking water at all times and is provided with food and drink and quantities adequate for the Resident's needs;
- 4.12 ensure that any dietary restrictions applying to the Resident on medical or religious grounds shall be facilitated;
- 4.13 provide facilities for the storage of the Resident's personal property, jewellery and other belongings and monies and maintain a full written record of thereof;
- 4.14 ensure that all reasonable measures are taken to protect the Resident from all forms of abuse;
- 4.15 ensure in so far as is reasonably practical that the Resident has access to independent advocacy services; and
- 4.16 ensure that in all cases the dignity of the Resident shall be respected.

## **5 DURATION AND TERMINATION**

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

## **6 TERMINATION IN EXCEPTIONAL CIRCUMSTANCES**

- 6.1 The Proprietor shall have the right to terminate this Agreement with immediate effect in the event that:
  - (i) the Resident becomes disruptive and/or aggressive towards any other Resident of the Nursing Home and/or any member of staff of the Nursing Home; or
  - (ii) the Proprietor forms the opinion that the Resident's behaviour is a risk to the health and safety of any resident of the Nursing Home and/or any member of staff of the Nursing Home; or
  - (iii) any situation whatsoever arises whereby the Proprietor is incapable of operating the Nursing Home or is unable to provide the Services in the Nursing Home or is unable to provide Services to the Resident; or
  - (iv) the Proprietor forms the opinion that the behaviour of any member of the Resident's family or a visitor to the Resident is disruptive or a risk to the

# CONTRACT FOR CARE

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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.

## **7 REQUIREMENTS FOR THE RESIDENT**

- 7.1 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:
- (a) present all medications to any person appointed by the Proprietor (including the director of nursing or person in charge of the Nursing Home) upon admission to the Nursing Home;
  - (b) take all reasonable steps to ensure that visitors and relatives do not bring into the Nursing Home medication or food for consumption or use by the Resident without the prior consent of the Proprietor;
  - (c) ensure that his clothing and belongings are clearly marked and/or labelled with the Resident's name or initials;
  - (d) comply with all reasonable requests and suggestions made by the Proprietor;
  - (e) ensure the punctual payment by direct debit instruction on the 20<sup>th</sup> of each calendar month to the Proprietor of all fees or sums due or owing to the Proprietor under this Agreement;
  - (f) advise in writing the Proprietor in advance within twelve weeks should the Residents funds necessary to pay the Proprietor punctually for all fees and sums become depleted;

# CONTRACT FOR CARE

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- (g) appoint a local medical practitioner of his choice and duly notify the Proprietor thereof;
- (h) advise the Proprietor of their choice of pharmacist if the appointed Nursing Home pharmacist is not acceptable to the Resident;
- (i) nominate a next of kin upon arrival at the Nursing Home, which person shall be contacted by the Proprietor where considered necessary under this Agreement and as appropriate any changes to such nominee during the term of this Agreement shall be notified to the Proprietor in writing;
- (j) observe all rules laid down by the Proprietor for the orderly operation of the Nursing Home including any policies and arrangements with regard to smoking, use of electronic cigarettes and alcohol consumption by the Resident in the Nursing Home; and
- (k) notify the Proprietor promptly of the name of the Resident's appointed medical practitioner and pharmacist or any changes thereto;
- (l) ensure that the details required for the Admission Form in the form set out in Schedule 5 to this Agreement are duly completed and up to date.

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

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

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

## **8 POWERS OF THE PROPRIETOR**

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

- 8.1.1 discuss the condition of the Resident with any person nominated by the Resident or any representative acting for and on behalf of the Resident and medical practitioners including doctors or nurses associated with the care of the Resident or to any other person nominated by the Resident or at the discretion of the Proprietor;

## CONTRACT FOR CARE

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- 8.1.2 restrict visits by all persons in times of illness or distress of the Resident or under the direction of the medical practitioner where such restriction is considered to be in the best interest of the Resident;
  - 8.1.3 after consultation and with the consent of the Resident assign any room in the Nursing Home to the Resident. However, it is acknowledged by the Resident that the Proprietor, servants and assigns may require the Resident to move rooms within the Nursing Home when considered necessary or appropriate by the Proprietor for the safety of the Resident or any other Resident of the Nursing Home or where there is a change in the dependency needs of the Resident
  - 8.1.4 transfer the Resident to an alternative nursing home(s) and/or hospital(s) if in the opinion of a medical practitioner it is in the interest of the Resident to do so; and
  - 8.1.5 review and 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.
  - 8.1.6 if for whatever reason, the Resident is not entitled to, or ceases to receive financial support under the Act, demand payment directly from the Resident for all services provided to the Resident under this Agreement and the Resident agrees to discharge all such sums by direct debit mandate within four weeks of such demand by the Proprietor and thereafter by direct debit instruction on the 20<sup>th</sup> of each calendar month and;
  - 8.1.7 (where the Resident is a person who has not been approved to receive State Support in accordance with the Act) to demand payment directly from the Resident for all services provided to the Resident under this Agreement and the Resident agrees to discharge all such sums within four weeks of such demand by the Proprietor and thereafter by direct debit instruction on the 20<sup>th</sup> of each calendar month.
- 8.2 The Resident agrees, acknowledges and undertakes that if State Support is withdrawn for whatever reason in respect of the Resident (retrospectively or otherwise) or such person ceases to be entitled to State Support then the Resident shall immediately inform the Proprietor in writing and indemnify and keep indemnified the Proprietor against all costs, losses or liabilities arising from such withdrawal or cessation of State Support.
- 8.3 Any non-payment or late payment of fees under this Agreement when due shall be subject to interest and entitle the Proprietor to charge interest at the applicable interest rate set from time to time under the European Communities (Late Payment in Commercial Transactions) Regulations 2012.

# CONTRACT FOR CARE

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## **9 SEVERANCE**

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

## **10 FORCE MAJEURE**

The Resident 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.

## **11 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:

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

## **12 VARIATION**

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

## **13 EXCLUSION**

- 13.1 The Resident 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.
- 13.2 The Proprietor shall not be responsible or liable for any injury or loss suffered by the Resident outside the Nursing Home, its gardens, grounds or confines where

# CONTRACT FOR CARE

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the Proprietor, servants or agents act in accordance with all applicable legislative and regulatory requirements.

- 13.3 The Proprietor shall not be responsible or liable for the theft by any person whomsoever of any property or valuables of the Resident.
- 13.4 The Proprietor cannot assure against loss or mislaying of items and the Proprietor does not retain Residents money or valuables for safekeeping.
- 13.5 Nothing in this Agreement shall exclude liability for fraud nor liability for death or personal injury resulting from negligence.

## **14 CONSEQUENCES OF TERMINATION**

14.1 On termination or expiry of this Agreement:

(a) the Resident 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

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

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

## **15 DATA PROTECTION**

The Resident 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.

# CONTRACT FOR CARE

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## **16 WAIVER**

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

## **17 ASSIGNMENT AND OTHER DEALINGS**

- 17.1 This Agreement is personal to the Resident and the Resident 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.
- 17.2 The Proprietor may at any time assign, mortgage, charge or deal in any other manner with any of all of its rights and obligations under this Agreement.

## **18 NOTICES**

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

## **19 COUNTERPARTS**

- 19.1 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.
- 19.2 Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by fax shall take effect as delivery of an executed counterpart of this Agreement. Without prejudice to the validity of the Agreement thus made, each Party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

# CONTRACT FOR CARE

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19.3 No counterpart shall be effective until each Party has executed at least on counterpart.

## **20 GOVERNING LAW AND JURISDICTION**

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



# CONTRACT FOR CARE

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**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 CLG

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

# CONTRACT FOR CARE

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## 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 [in a single occupancy room / in a multi-occupancy room with 1 other resident]
  - (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

## CONTRACT FOR CARE

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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 **1<sup>st</sup> April 2017** 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.

# CONTRACT FOR CARE

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## Schedule 2

### Part 1

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

(a) *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*
- *Sonos Program*
- *Sensory Therapy*

# CONTRACT FOR CARE

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- *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**

# CONTRACT FOR CARE

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## 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

- a) All Toiletries
- b) Chiropody
- c) Dental checks
- d) Dental Services e.g. denture fitting
- e) Dry Cleaning
- f) Escort to Hospital appointments
- g) Government Prescription Levy
- h) Hairdressing
- i) Hearing appliances
- j) Hearing/Audiology checks
- k) Incontinence Wear
- l) Laboratory Tests (delivery charges)
- m) Newspapers
- n) Occupational Therapist
- o) Ophthalmology/Eye tests
- p) Outings
- q) Pharmacy Items (if not covered under the GMS)
- r) Physiotherapy
- s) Seating Assessments - Occupational Therapist
- t) Specialised Beds
- u) Specialised Mattresses
- v) Specialised Wheelchairs, armchairs and specialised seating
- w) Speech & Language Therapist
- x) Transportation Costs for appointments
- y) *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.**



## CONTRACT FOR CARE

	<p>PRSI contributions. Under this scheme, the Department pays the full cost of an oral examination once a calendar year. The examination is provided by private dentists who are on the Department of Social Protection's panel.</p> <p>Dental Tech Group: Check-up and Examination €60. Call out fee €125.00-€145.00. Full price list available upon request. You may claim tax relief for certain specialised dental treatments. (Routine treatments such as extractions, scaling and filling of teeth and provision and repairing of artificial teeth and dentures are excluded from tax relief).</p>	
Dentures	<p>GMS: Clinical Dental Technicians will provide complete dentures and partial dentures directly to adult patients when the patient's oral health is established through a recent visit to a dentist. They do not carry out work on natural teeth or on living tissue. Clinical Dental Technicians who have a contract with the HSE can treat medical card holders under the Dental Treatment Services Scheme, providing approved dentures and relines as well as denture repairs and additions</p> <p>Private: €790-€1790 &amp; Consultation €180. Repairs: €85-€295. Cleaning and labelling €30. Addition of teeth €295-€395 (Dental Tech Group).</p>	<p>As required/requested</p> <p>As required/requested</p>
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. For persons aged 70 years & over €2.00 per item up to a maximum of €20.00.	every 28 days / 4 week cycle
Hairdressing Men	Men: €8 to €10	As required - available weekly
Hairdressing Women	Ladies: Shampoo, set and Blow-dry €15-€20, Cut, Set & Blow-dry €22-€28, Dry Cut €12-€20, Bodywave, Cut and Set €50, Colour, Cut & Finish €50	As required - available weekly
Hearing appliances	GMS: Aural services are available free of charge to Medical card holders and their dependants. Medical card holders can obtain a replacement hearing aid after 2	Every 2 years



## CONTRACT FOR CARE

	<p>years but if your hearing aid is damaged or broken you can get a replacement before the end of the 2-year period</p> <p>Private: The Treatment Benefit Scheme is available to insured workers and retired people who have the required number of PRSI contributions. Hearing aids may be provided by suppliers who have a contract with the Department of Social Protection. The Department pays half the cost of a hearing aid subject to a fixed maximum of €500 for each hearing aid every 4 years. It also pays half the cost of repairs to aids</p>	Every 4 years																																				
Hearing/Audiology checks	GMS: Free hearing checks with St John Hearing Service.	As required/requested																																				
Incontinence Wear	<p>GMS: Included. Additional if required at €61 per box</p> <p>Private: €61 per box</p>	as required																																				
Laboratory Tests (delivery charges)	€5 per journey	as required																																				
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Occupational Therapist	€40 per session (excludes Seating Assessment: see below for detail)	as required																																				
Ophthalmology/Eye tests	<p>GMS: available free of charge to Medical card holders and their dependants. Medical card holders are entitled to a free examination and any necessary standard spectacles once every two years.</p> <p>Private: The Treatment Benefit Scheme is available to insured workers and retired people who have the required number of PRSI contributions. The Treatment Benefit Scheme entitles you to a free eyesight test. If you need contact lenses on medical grounds, the Department will</p>	<p>Every 2 years or if needed before</p> <p>Annually</p>																																				

## CONTRACT FOR CARE

	pay half the cost up to a maximum of €500 provided you have a doctor's recommendation.	
	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 August 1<sup>st</sup> 2017. 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.**

# CONTRACT FOR CARE

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## Schedule 4

### Part 1

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

1. The Proprietor and Resident may agree that the Proprietor shall provide any or all of the following services:
  - a. Bed and board [in a single occupancy room / in a multi-occupancy room with 1 other resident]
  - 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
  - f. All Toiletries
  - g. Chiropody
  - h. Dental checks
  - i. Dental Services e.g. denture fitting
  - j. Dry Cleaning
  - k. Escort to Hospital appointments
  - l. Government Prescription Levy
  - m. Hairdressing
  - n. Hearing appliances
  - o. Hearing/Audiology checks
  - p. Incontinence Wear
  - q. Laboratory Tests (delivery charges)
  - r. Newspapers
  - s. Occupational Therapist
  - t. Ophthalmology/Eye tests
  - u. Outings
  - v. Pharmacy Items (if not covered under the GMS)
  - w. Physiotherapy
  - x. Seating Assessments - Occupational Therapist
  - y. Specialised Beds
  - z. Specialised Mattresses
  - aa. Specialised Wheelchairs, armchairs and specialised seating
  - bb. Speech & Language Therapist
  - cc. Transportation Costs for appointments
  - dd. 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**

# CONTRACT FOR CARE

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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; [in a single occupancy room / in a multi-occupancy room with 1 other resident]
- (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

## CONTRACT FOR CARE

### 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	Chiropody Card: €25 per visit for 3 visits	As required/requested
	Private €60 per visit	As required/requested
Dental Treatment	<p>GMS: The Dental Treatment Services Scheme (DTSS) provides access to dental treatment for adult medical card holders (aged 16 or over). Medical card holders are entitled to a free dental examination and two fillings in each calendar year, as well as any extractions that are required. One first-stage endodontic (root canal) treatment is also available each year for teeth at the front of the mouth. Denture repairs, the control of haemorrhage and the issuing of prescriptions will be covered where the dentist is satisfied as to the clinical need. All other treatments, including providing dentures, require the prior approval of the local HSE dental surgeon</p> <p>Private: The Treatment Benefit Scheme is available to insured workers and retired people who have the required number of PRSI contributions. Under this scheme, the Department pays the full cost of an oral examination once a calendar year. The examination is provided by private dentists who are on the Department of Social Protection's panel.</p> <p>Dental Tech Group: Check-up and</p>	<p>Annually</p> <p>Annually / As requested depending on treatment</p>

## CONTRACT FOR CARE

	Examination €60. Call out fee €125.00-€145.00. Full price list available upon request. You may claim tax relief for certain specialised dental treatments. (Routine treatments such as extractions, scaling and filling of teeth and provision and repairing of artificial teeth and dentures are excluded from tax relief).	
Dentures	GMS: Clinical Dental Technicians will provide complete dentures and partial dentures directly to adult patients when the patient's oral health is established through a recent visit to a dentist. They do not carry out work on natural teeth or on living tissue. Clinical Dental Technicians who have a contract with the HSE can treat medical card holders under the Dental Treatment Services Scheme, providing approved dentures and relines as well as denture repairs and additions  Private: €790-€1790 & Consultation €180. Repairs: €85-€295. Cleaning and labelling €30. Addition of teeth €295-€395 (Dental Tech Group).	As required/requested  As required/requested
Dry Cleaning	Pricing to be obtained in advance and communicated to family	As required/requested
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Government Prescription Levy	GMS card holders only: Up to a maximum of €25.00 per month per family or €2.50 per item. For persons aged 70 years & over €2.00 per item up to a maximum of €20.00.	every 28 days / 4 week cycle
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Hearing appliances	GMS: Aural services are available free of charge to Medical card holders and their dependants. Medical card holders can obtain a replacement hearing aid after 2 years but if your hearing aid is damaged or broken you can get a replacement before the end of the 2-year period  Private: The Treatment Benefit Scheme is available to insured workers and retired people who have the required number of	Every 2 years  Every 4 years

## CONTRACT FOR CARE

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## CONTRACT FOR CARE

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
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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 August 1<sup>st</sup> 2017. 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.**



# CONTRACT FOR CARE

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

<b>Surname:</b>	
<b>First Name(s):</b>	
<b>Address:</b>	
<b>Date of Birth:</b>	
<b>PPS Number: (if relevant)</b>	
<b>Medical Card Number: (if relevant)</b>	
<b>Next of Kin (1):</b>	
<b>Address of Nominated/Authorised Next of Kin (1):</b>	
<b>Telephone of Next of Kin (1):</b>	
<b>Next of Kin (2):</b>	
<b>Address of Nominated/Authorised Next of Kin (2):</b>	
<b>Telephone of Next of Kin (2):</b>	
<b>General Practitioner:</b>	
<b>Address of General Practitioner:</b>	
<b>Telephone Number of General Practitioner:</b>	
<b>Name, Address and Phone Number of Pharmacist (if different from the Proprietor's usual pharmacist of choice)</b>	
<b>Letter of Discharge from Hospital, if appropriate:</b>	
<b>Room No:</b>	
<b>Enduring Power of Attorney Document (if applicable)</b>	