



# **Saint Joseph's Shankill**

*Dedicated to Dementia Care*

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## Contract for Care (Fair Deal)

July 1<sup>st</sup> 2022

# SAINT JOSEPH'S SHANKILL CONTRACT FOR CARE (FAIR DEAL)

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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**

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

(hereinafter the "**Resident**")

**AND**

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

(hereinafter the "**Guarantor**")

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

**BACKGROUND TO AGREEMENT**

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

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# SAINT JOSEPH'S SHANKILL CONTRACT FOR CARE (FAIR DEAL)

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## IT IS AGREED AS FOLLOWS:

### 1 DEFINITIONS

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

**"Act"** means the *Nursing Homes Support Scheme Act 2009*.

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

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

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

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

**"Nursing Home"** means the Proprietor's nursing home situated at Saint Joseph's Shankill of Crinken Lane, Shankill, D18 TY00

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

**"State Support"** means State Support as defined in the Act.

A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. It shall also include all subordinate legislation made from time to time under that statute or statutory provision and as amended, extended or re-enacted from time to time.

### 2 SERVICES

2.1 The Fair Deal Services and the Services Not Covered by Fair Deal Scheme (details of which are set out in Schedule 1, Parts A and B) are provided to all residents of the Nursing Home. The Additional Individual Services (details of which are set out in Schedule 1, Part C) are available to all Residents on request and subject to availability.

2.2 The Proprietor will provide the Resident with a suitable and sufficient level of care to promote the Resident's welfare and wellbeing having regard to the changing nature and extent of the Resident's dependency and needs. These services may, as appropriate, be provided by the Proprietor to the Resident under the direction of a general medical practitioner.

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- 2.3 The Proprietor shall assign a specified bedroom to the Resident. This bedroom shall be occupied by [**INSERT NUMBER**] other residents. [**NURSING HOME TO INSERT FURTHER TERMS RELATING TO THE BEDROOM e.g. size & facilities**].
- 2.4 The Proprietor shall ensure that the Resident's needs are at all times set out in an individual care plan which shall be developed and agreed following a comprehensive assessment by an appropriate health care professional of the health, personal and social care needs of the Resident. The Proprietor shall so far as is reasonably practical arrange to meet the needs of the Resident based on the care plan. Saint Joseph's has adopted the social care model of care – Butterfly model of care. This is focussed on the individual and meeting individual people's needs appropriate to them. This means matching the person to a house suitable to the stage of dementia that they are at. Matching is done by using a specific Meaningful Care Matters tool which assesses the person's cognitive ability and focusses on what they 'can do' rather than on what they 'cannot do'. This may mean moving the person to a different house when their care needs change and their illness progresses. Saint Joseph's Management Team will make every effort to include the Resident's next of kin in this decision but ultimately it is a management decision and is done to meet the resident's needs. It may not always be possible to move / accommodate a resident in the right house for them at a particular time but this will be done as soon as is reasonably practical. Part of this model of care is finding activities that are suitable to the individual so that at early stage people may enjoy bingo for example whereas at late stage it would be more appropriate for sensory activities like hand massage, imagination gym i.e. focussing on the senses.
- 2.5 The Resident acknowledges that all services to be provided by the Proprietor to the Resident shall be provided in accordance with the terms of this Agreement and that continued residence and/or any payment of fees by the Resident to the Proprietor in respect of such services shall be deemed acceptance by the Resident of the terms of this Agreement.

## **3 FEES**

### **Nursing Home Fees**

- 3.1 The fees for the Fair Deal Services, the Services Not Covered by Fair Deal Scheme and the Additional Individual Services are set out in Schedule 1 to this Agreement.
- 3.2 The Fair Deal Services and the Services Not Covered by Fair Deal Scheme are provided to all Residents of the Nursing Home. The contribution payable by the Resident for the Fair Deal Services is set out at Schedule 1, Part A to this Agreement. The fee payable by the Resident for the Services Not Covered by Fair Deal Scheme is set out in Schedule 1, Part B to this Agreement.
- 3.3 The Additional Individual Services are services that the Resident may avail of and will be provided where requested by the Resident. The Additional Individual Services that may be requested, and the fees payable for these services, are set out in Schedule 1, Part C, to this Agreement. The fees for the Additional Individual Services are not covered by State Support.

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- 3.4 If, for whatever reason, the Resident ceases to receive State Support, the Proprietor may demand payment directly from the Resident (or Guarantor where appropriate) for all services provided to the Resident under this Agreement, including those services previously being discharged through State Support. The Nursing Home shall also require the Resident (and Guarantor where appropriate) to enter into a new contract with the Proprietor to reflect the Resident's new circumstances, which new contract may contain terms and/or conditions that differ to those contained in this Agreement.
- 3.5 The fees set out in Schedule 1 may, subject to law and regulations, be reviewed and revised by the Proprietor in consultation with the Resident, without the need to amend this Agreement, either:
- i) on an annual basis; and/or
  - ii) where there is a change in the services provided to and/or required by the Resident; and/or
  - iii) upon service of ten days written notice by the Proprietor to the other Party or Parties.

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

### **Medical Fees**

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

### **Payment of Fees**

- 3.7 All fees are required to be discharged in full no later than 20 days following the issuing of an invoice by the Proprietor.
- 3.8 Any non-payment or late payment of fees under this Agreement when due shall be subject to interest at a rate of 4% per annum above EURIBOR (being the European Interbank Offered Rate). This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount.
- 3.9 Where fees are being paid or supported through the liquidation of assets through the offices of solicitors, accountants, courts or other bodies, the Proprietor may require that suitable undertakings are provided for and on behalf of the Resident to satisfy the Proprietor that the fees will continue to be paid.

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## **Payment of Fees by Guarantor**

- 3.10 In consideration of the Proprietor providing the services set out herein to the Resident, the Guarantor confirms and acknowledges that if the Resident fails to discharge all or any part of any invoice issued to the Resident in accordance with the terms of this Agreement within 20 days from the date on which the invoice is issued, the Guarantor shall be joint and severally liable with the Resident for all amounts remaining unpaid.
- 3.11 The Guarantor irrevocably and unconditionally covenants to pay and guarantees payment on demand of all amounts due and owing by the Resident to the Proprietor in accordance with this Agreement, including, but not limited to, all amounts invoiced to the Resident that remain unpaid and all interest payable in accordance with clause 3.8 of this Agreement.
- 3.12 The obligations and liabilities of the Guarantor under this Agreement shall be as a sole or primary obligor and not merely as surety. The Guarantor's liability is therefore not dependent on the validity, extent or nature of the Resident's liability.

## **Refund of Fees**

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

## **4 DUTIES OF THE PROPRIETOR**

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

- 4.1 where medical treatment is recommended by a medical practitioner and agreed by the Resident that such treatment is facilitated. For the avoidance of doubt, the Proprietor shall not be responsible for payment for such treatment or provision of specialist equipment;
- 4.2 the care plan referred to in clause 2.4 of this Agreement shall be prepared no later than 48 hours after the Resident's admission to the Nursing Home. The care plan

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- shall be formally reviewed at intervals not exceeding 4 months, and, where necessary, the care plan shall be revised after consultation with the Resident and, where appropriate, the Resident's nominated next-of-kin. The care plan, or revised care plan, shall be available to the Resident and may, with the consent of the Resident or otherwise where appropriate, be made available to the Resident's nominated next-of-kin;
- 4.3 the Resident is provided with the option to avail of facilities for occupation and recreation available to all residents in the Nursing Home;
  - 4.4 a pharmacist and a medical practitioner of the Resident's choice or who is acceptable to the Resident is available to the Resident;
  - 4.5 the Resident is provided with privacy;
  - 4.6 the Resident has access to information concerning current affairs and local matters, radio, television, newspapers and other media, telephone facilities which may be accessed privately and have access to voluntary groups, community resources and events;
  - 4.7 the Resident will be provided with arrangements to facilitate the exercise of his/her civil, political and religious rights;
  - 4.8 they carefully consider any suggestion from the Resident or from his/her nominated next-of-kin or other relevant persons to maximise the Resident's comfort and care;
  - 4.9 the Resident has access to telephone facilities which may be accessed privately and is free to communicate at all times, having regard to his/her and other residents' well-being, safety and health;
  - 4.10 appropriate arrangements are made for the Resident to receive visitors;
  - 4.11 they investigate any bona fide complaint made by or on behalf of the Resident and communicate the result of such investigation to the complainant in accordance with established complaints policies and procedures;
  - 4.12 ensure that the Resident has access to a safe supply of fresh drinking water at all times, is offered choice at mealtimes and is provided with food and drink and quantities adequate for the Resident's needs;
  - 4.13 any dietary restrictions applying to the Resident on medical or religious grounds shall be facilitated;
  - 4.14 they provide facilities for the storage of the Resident's personal property, jewellery and other belongings and monies and maintain a full written record thereof;
  - 4.15 all reasonable measures are taken to protect the Resident from all forms of abuse;
  - 4.16 the Resident has access to independent advocacy services;



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- 4.17 the Resident may exercise choice in so far as such exercise does not interfere with the rights of other residents;
- 4.18 the Resident may be consulted about and participate in the organisation of the Nursing Home;
- 4.19 the Resident has access to and retains control over his/her personal property, possessions and finances; and
- 4.20 in all cases the dignity of the Resident shall be respected.

## **5 DUTIES OF THE RESIDENT**

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

- i. present all medications to any person appointed by the Proprietor upon admission to the Nursing Home;
- ii. take all reasonable steps to ensure that visitors and relatives do not bring into the Nursing Home medication or food for consumption or use by the Resident without the prior consent of the Proprietor;
- iii. ensure that his/her clothing and belongings are clearly marked and/or labelled with the Resident's name;
- iv. comply with all reasonable requests and suggestions made by the Proprietor;
- v. ensure the punctual payment within 20 days, by direct debit, of a demand by the Proprietor of all fees or sums due or owing to the Proprietor under this Agreement;
- vi. if it appears that the Resident's funds necessary to pay the fees due under this Agreement will become depleted within a period of twelve weeks, immediately advise the Proprietor in writing;
- vii. if State Support is withdrawn for whatever reason in respect of the Resident (retrospectively or otherwise), immediately inform the Proprietor in writing and indemnify and keep indemnified the Proprietor against all costs, losses or liabilities arising from such withdrawal or cessation of State Support;
- viii. nominate a next-of-kin upon arrival at the Nursing Home, which person shall be contacted by the Proprietor where considered necessary under this Agreement and as appropriate. Any changes to such nominee during the term of this Agreement shall be notified by the Resident to the Proprietor in writing;

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- ix. observe all rules laid down by the Proprietor for the orderly operation of the Nursing Home including any policies and arrangements with regard to smoking, use of electronic cigarettes and alcohol consumption by the Resident in the Nursing Home;
- x. notify the Proprietor promptly of the name of the Resident's appointed medical practitioner and pharmacist (if the medical practitioner and/or pharmacists appointed by the Nursing Home is not acceptable) or any changes thereto; and
- xi. ensure that the details required for the Admission Form in the form set out in Schedule 2 to this Agreement are duly completed and up to date prior to or on admission.

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

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

## **6 POWERS OF THE PROPRIETOR**

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

- i. discuss the condition of the Resident with any person nominated by the Resident or any representative acting for and on behalf of the Resident and medical practitioners, including doctors or nurses associated with the care of the Resident or to any other person nominated by the Resident or at the discretion of the Proprietor;
- ii. restrict visits by all persons in times of illness or distress of the Resident or under the direction of the medical practitioner where such restriction is considered by a medical practitioner and/or the Proprietor to be in the best interest of the Resident;
- iii. assign any room in the Nursing Home to the Resident. However, it is acknowledged by the Resident that the Proprietor, its servants and assigns may require the Resident to move rooms within the Nursing Home when considered necessary or appropriate by the Proprietor for the safety of the Resident or any other resident of the Nursing Home or for such other reasonable reason that may arise. Saint Joseph's has adopted the social care model of care – Butterfly model of care. This is focussed on the individual and meeting individual people's needs appropriate to them. This means matching the person to a house suitable to the stage of dementia that they are at. Matching is done by using a specific Meaningful Care Matters tool which assesses the person's cognitive ability and focusses on what they 'can do'

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rather than on what they 'cannot do'. This may mean moving the person to a different house when their care needs change and their illness progresses. Saint Joseph's Management Team will make every effort to include the Resident's next of kin in this decision but ultimately it is a management decision and is done to meet the resident's needs. It may not always be possible to move / accommodate a resident in the right house for them at a particular time but this will be done as soon as is reasonably practical. Part of this model of care is finding activities that are suitable to the individual so that at early stage people may enjoy bingo for example whereas at late stage it would be more appropriate for sensory activities like hand massage, imagination gym i.e. focussing on the senses.; and

- iv. transfer the Resident to an alternative nursing home(s) and/or hospital(s) if in the opinion of a medical practitioner it is in the interest of the Resident to do so.

## **7 DURATION AND TERMINATION**

- 7.1 This Agreement shall commence on the Commencement Date and shall terminate in accordance with the provisions set out in this Agreement.
- 7.2 The Resident may terminate this Agreement by notice in writing, not less than four weeks prior to the date upon which such termination becomes effective. The Proprietor shall so far as is practical ensure that any discharge is carried out so that it is safe, planned and agreed between the Proprietor and the Resident. Where the Resident terminates this Agreement without providing notice in accordance with this Clause, the Resident shall pay to the Proprietor the following fee in lieu of notice: 4 weeks.

## **8 TERMINATION IN EXCEPTIONAL CIRCUMSTANCES**

- 8.1 The Proprietor shall have the right to terminate this Agreement with immediate effect in the event that, in the opinion of the Proprietor, following consultation with the Resident or other appropriate person/body:
  - i. the Resident becomes disruptive and/or aggressive towards any other Resident of the Nursing Home and/or any member of staff of the Nursing Home and that this behaviour is likely to continue; or
  - ii. the Resident's behaviour is a risk to the health and safety of any resident of the Nursing Home and/or any member of staff of the Nursing Home; or
  - iii. any situation whatsoever arises whereby the Proprietor is incapable of operating the Nursing Home or is unable to provide the Fair Deal Services in the Nursing Home or is unable to provide the Fair Deal Services to the Resident; or

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

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

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

## **9 CONSEQUENCES OF TERMINATION**

9.1 On termination or expiry of this Agreement:

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

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

## **10 SEVERANCE**

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

## **11 FORCE MAJEURE**

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The Resident agrees that the Proprietor shall not be responsible or liable for any loss, inconvenience, injury or damage suffered by the Resident or caused to his/her property as a result of a force majeure event. A force majeure event shall exist if either Party is hindered in the performance of its obligations pursuant to this Agreement or in the preparation for such performance, as a consequence of war, the threat of war, riot, nuisance, fire, water damage, flood, strike, sit-down-strike, lock-out, import or export embargoes, defective machinery, disruptions in the provision of energy, as well as for any other cause that is not within the control or scope of risk of the party concerned.

## **12 INDEPENDENT LEGAL ADVICE**

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

## **13 VARIATION**

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

## **14 EXCLUSION**

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

## **15 WAIVER**

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

## **16 HOW WE PROCESS YOUR PERSONAL DATA**

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

## **17 ASSIGNMENT AND OTHER DEALINGS**

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

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17.2 The Proprietor may at any time assign, mortgage, charge or deal in any other manner with any or all of its rights and obligations under this Agreement.

## **18 NOTICES**

18.1 A notice given to a Party under or in connection with this Agreement:

- a) shall be in writing and in English or accompanied by an accurate translation into English; and
- b) shall be sent to the Party by post or by courier at the address set out in this Agreement.

18.2 A Party may change its address for the purposes of this Agreement by giving notice in accordance with this Agreement.

## **19 MEDIATION**

**19.1** If any dispute arises in connection with this Agreement, the Parties agree to enter into mediation in good faith to settle such a dispute. Unless otherwise agreed between the Parties within 14 days of notice of the dispute, the mediator will be nominated by the Dublin Dispute Resolution Centre or, in the event of it being unwilling or unable to assist, the Law Society of Ireland. To initiate the mediation a party must give notice in writing (**4 weeks**) to the other Party/Parties to the dispute, referring the dispute to mediation.

**19.2** Unless otherwise agreed, the mediation will start not later than 28 days after the date of the Notice. No party may commence any court proceedings in relation to any dispute arising out of this agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

## **20 GOVERNING LAW AND JURISDICTION**

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

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

**SIGNED BY OR BEHALF OF  
THE PROPRIETOR**

In the presence of:

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

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

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

**SIGNED BY  
THE RESIDENT**

In the presence of:

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

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

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

**OR**

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

\_\_\_\_\_  
**Attorney**

In the presence of:

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

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

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**SIGNED BY  
THE GUARANTOR**

\_\_\_\_\_  
**Guarantor**

In the presence of:

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

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



# SAINT JOSEPH'S SHANKILL CONTRACT FOR CARE (FAIR DEAL)

## **Schedule 1 - Fees**

### **Part A - Fair Deal Services**

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

- (a) Bed and board [in a single occupancy room / in a multi-occupancy room with [ ] other residents];
- (b) Nursing and personal care appropriate to the level of care needs of the Resident;
- (c) Bedding;
- (d) Laundry Service; and
- (e) Basic aids and appliances necessary to assist the Resident with the activities of daily living.

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

### **Part B – Services Not Covered by Fair Deal Scheme**

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

#### **Early Stage**

<b>SERVICE – Early Stage</b>	<b>FEE</b>
Activities Staff, Arts & Crafts, Animal Therapy, Baking / Cooking, Board Games, Bingo, Bowling, Boules, Cinema days, Cards, Celebrations (birthdays, anniversaries, seasonal), Crosswords, Festina Lente pony visits, Flat screen TV, Flower Arranging, Foot & Spa therapy, Dance Classes, Gardening, Hand Therapy, Head Massage, Knitting, Jigsaws, Keep fit Exercise, Library, Light Exercise, Magazines, Magic Table, Manicures, Montessori Visits, Music Therapy, Musical Afternoons, News of the day, Pampering, Pedicures, Poetry, Quiz days, Radio, Reading, Relaxation Therapy, Religious Services, Reminiscence Therapy, Tennis lessons, Sonas Programme, Sensory Therapy, Spiritual reflections, Sing a long, Sudoku, Triobike rides in the park, Walks, Wordsearch, Yoga.	€150 per month

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<b>SERVICE – Repetitive Stage</b>	<b>FEE</b>
Activities Staff, Arts & Crafts, Animal Therapy, Baking / Cooking, Board Games, Bingo, Bowling, Boules, Cinema days, Cards, Celebrations (birthdays, anniversaries, seasonal), Crosswords, Doll Therapy, Flat screen TV, Festina Lente pony visits, Flower Arranging, Foot & Spa therapy, Dance Classes, Gardening, Hand Therapy, Head Massage, Knitting, Jigsaws, Keep fit Exercise, Light Exercise, Magazines, Magic Table, Manicures, Montessori Visits, Music Therapy, Musical Afternoons, News of the day, Pampering, Poetry, Quiz days, Radio, Reading, Reminiscence Therapy, Religious Services, Relaxation Therapy, Tennis lessons, Sonas Programme, Sensory Therapy, Spiritual reflections, Sing a long, Triobike rides in the park, Walks	€150 per month

<b>SERVICE – Different Reality Stage</b>	<b>FEE</b>
Activities Staff, Arts & Crafts, Animal Therapy, Baking / Cooking, Board Games, Bingo, Bowling, Boules, Cinema days, Cards, Celebrations (birthdays, anniversaries, seasonal), Crosswords, Doll Therapy, Festina Lente pony visits, Flat screen TV, Flower Arranging, Foot & Spa therapy, Dance Classes, Gardening, Hand Therapy, Head Massage, Imagination Gym, Knitting, Jigsaws, Keep fit Exercise, Light Exercise, Magazines, Magic Table, Manicures, Music Therapy, Musical Afternoons, News of the day, Pampering, Poetry, Quiz days, Radio, Reading, Reminiscence Therapy, Religious Services, Relaxation Therapy, Tennis lessons, Sonas Programme, Sensory Therapy, Spiritual reflections, Sing a long, Triobike rides in the park, Walks,	€150 per month

<b>SERVICE – Late Stage</b>	<b>FEE</b>
Activities Staff, Animal Therapy, Triobike rides in the park, Celebrations (birthdays, anniversaries, seasonal), Festina Lente pony visits, Flat screen TV, Foot & Spa therapy, Hand Therapy, Head Massage, Imagination Gym, Manicures, Music Therapy, Musical Afternoons, Pampering, Poetry, Quiz days, Radio, Reading, Reminiscence Therapy, Religious Services, Relaxation Therapy, Sensory Therapy, Spiritual reflections, Sing a long, Walks.	€150 per month

# SAINT JOSEPH'S SHANKILL CONTRACT FOR CARE (FAIR DEAL)

## Part C – Additional Individual Services

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

	<b>SERVICE</b>	<b>FEE</b>
(a)	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 €4.00 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
(b)	Chiropody	Chiropody Card: €30 per visit for 3 visits Private: €70 per visit
(c)	Dental Treatment	Medical Card Holders: have a number of benefits through the Dental Treatment Services Scheme (DTSS) including: <ul style="list-style-type: none"> <li>• A Dental Examination</li> <li>• Issue of Prescription</li> <li>• Fillings (two per calendar year)</li> <li>• Extractions as necessary</li> <li>• Dentures (with HSE approval)</li> <li>• Root Canal Treatment on front teeth (with HSE approval)</li> </ul> Private: If you have paid enough social insurance contributions you can get free dental examinations and a subsidised scale and polish once a year under the Treatment Benefit Scheme
(d)	Dentures	Medical Card Holders: 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

## SAINT JOSEPH'S SHANKILL CONTRACT FOR CARE (FAIR DEAL)

		repairs and additions  Private: This cost will vary depending on your dentist. Price to be obtained prior to any work carried out.
(e)	Doctors' Fees	€590/12 months =€49.17 per private patient per month. There may be additional charges from the GP for letters or other documentation requested
(f)	Escort to Hospital appointments	€25 per hour
(g)	Government Prescription Levy	GMS card holders only: Up to a maximum of €15.00 per month per person or per family or €1.50 per item. For persons aged 70 years & over €1.00 per item up to a maximum of €10.00.
(h)	Hairdressing Men	€8
(i)	Hairdressing Women	Body wave / Cut & Blow dry €18.00
(j)	Hearing Checks & Appliances	Medical Cards: Audiology services including hearing tests and hearing aids, are available free of charge to Medical card holders.  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 contributes towards the cost of the supply and repair of hearing aids.
(k)	Incontinence Wear	Medical Cards: Included. Additional if required at €56 - €74 per box depending on size Private: €56 - €74 per box depending on size
(l)	Laboratory Tests (delivery charges)	€5 per journey
(m)	Laundry Charges (private only, included under Nursing Home Support Scheme or Transitional Care Funding)	€15 per month
(n)	Newspapers	Based on cost of newspaper requested
(o)	Ophthalmology/Eye tests	Medical Cards: 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. Local Health Office approval required.  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 once every second year. Since 28 October 2017 you can get a payment, once every second calendar year, towards either one pair each of reading and

## SAINT JOSEPH'S SHANKILL CONTRACT FOR CARE (FAIR DEAL)

		<p>distance glasses or contact lenses. If you need contact lenses on medical grounds, the Department will pay half the cost up to a maximum of €500 provided you have a doctor's recommendation.</p> <p>Private (if not qualify for Treatment Benefit Scheme): €55- Eye exam, Delivery and fitting of glasses and complete aftercare service</p>
(p)	Outings	Based on cost of outing and transportation needed
(q)	Physiotherapy	€75 per sessions
(r)	Seating Assessments - Occupational Therapist	€165 per assessment
(s)	Specialised Beds	Dependent on type of bed, pricing sourced as required
(t)	Specialised Mattresses	Dependent on type of mattress, pricing sourced as required
(u)	Specialised Wheelchairs, armchairs and specialised seating	Dependent on type of chair, pricing sourced as required
(v)	Speech & Language Therapist	€120 per assessment
(w)	Transportation Costs for appointments	€15 return journey

# SAINT JOSEPH'S SHANKILL CONTRACT FOR CARE (FAIR DEAL)

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

<b>Surname:</b>	
<b>First Name(s):</b>	
<b>Address:</b>	
<b>Date of Birth:</b>	
<b>Telephone:</b>	
<b>PPS Number: (if relevant)</b>	
<b>Medical Card Number: (if relevant)</b>	
<b>Nominated Next-of-Kin (1):</b>	
<b>Address of Nominated Next-of-Kin:</b>	
<b>Telephone of Next-of-Kin:</b>	
<b>Nominated Next-of-Kin (2):</b>	
<b>Address of Nominated Next-of-Kin:</b>	
<b>Telephone of Next-of-Kin:</b>	
<b>General Practitioner:</b>	
<b>Address of General Practitioner:</b>	
<b>Telephone Number of General Practitioner:</b>	
<b>Name, Address and Phone Number of Pharmacist (if different from the Proprietor's usual pharmacist of choice)</b>	
<b>Letter of Discharge from Hospital, if appropriate:</b>	
<b>Category of Resident (to be completed by Nursing Home):</b>	
<b>Room No:</b>	
<b>Single / Double Room</b>	
<b>Room Size &amp; Facilities</b>	
<b>Enduring Power of Attorney Document (if applicable)</b>	