



## **CONTRACT FOR THE PROVISION OF CARE SERVICES**

**WHEREBY**

**THE PROPRIETOR(S)**

**OF**

***Coolmine Healthcare Ltd***

***T/A Mill Brook Manor Nursing Home***

**SHALL PROVIDE CARE SERVICES & GOODS**

**TO**

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**PURSUANT TO THIS AGREEMENT AND REGULATION 24  
OF THE HEALTH ACT 2007  
(CARE AND WELFARE OF RESIDENTS IN DESIGNATED CENTRES FOR OLDER PEOPLE)  
REGULATIONS 2013**

**DILLON  EUSTACE**  
S O L I C I T O R S

**THIS CONTRACT FOR THE PROVISION OF CARE SERVICES** (the 'Agreement') is made

THIS                      DAY OF    201\_

**BETWEEN**

Coolmine Healthcare Ltd, T/A Mill Brook Manor Nursing Home, Slade Road, Coolmines, Saggart, Co Dublin.

(the 'Proprietor')

**AND**

(the 'Signatory')

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The **Signatory** shall be the Resident except solely where the Parties agree that the Resident lacks the requisite mental, physical or legal capacity to execute this Agreement when in such circumstances the Signatory may be any other person lawfully entitled to sign execute this Agreement for and/or on behalf of the Resident in accordance with Clause 2 of this Agreement and/or otherwise.

The Parties agree that this Agreement sets out in full the contractual terms and conditions agreed between the Parties on which the Proprietor shall provide the Care Services described in this Agreement to the Resident within the Nursing Home for the term of this Agreement.

**RECITALS**

- A. The Nursing Home is a designated centre within the meaning of the Act of 2007 and the Regulations of 2013.
- B. The Nursing Home is currently registered by the HSE as an approved nursing home for the purposes of the Act of 2009.
- C. The Proprietor enjoys the legal capacity to enter into this Agreement with the Resident.
- D. The Signatory has confirmed to the Proprietor that he/she possess the requisite capacity to enter into this Agreement (for and/or on behalf of the Resident) and the Proprietor has relied on such confirmation.
- E. The Resident requires to receive Care Services in the Nursing Home subject to and in accordance with the terms and conditions of this Agreement.
- F. The Parties acknowledge that the execution of this Agreement in writing is necessary to enable compliance by the Parties with all applicable legislative and regulatory requirements, including the Regulations of 2013.
- G. **The Resident is receiving the** \_\_\_\_\_

## **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 of 2007'** means the Health Act 2007 (as amended) and as may be further amended from time to time.

**'Act of 2009'** means the Nursing Homes Support Scheme Act 2009 as may be amended from time to time.

**'Admissions Form'** means the form attached as Schedule 1 of this Agreement which requires to be completed to the satisfaction of the Proprietor in accordance with Clause 2.2 of this Agreement upon the admission of the Resident.

**'Care Services'** means the care services and goods provided by the Proprietor to the Resident pursuant to and in accordance with this Agreement and as specifically set out in Schedule 2 of this Agreement.

**'Commencement Date'** means the commencement date of this Agreement namely **1<sup>st</sup> July 2014**.

**'Fair Deal Resident'** is a resident who is admitted by the HSE to the Nursing Home Support Scheme pursuant to the Act of 2009.

**'Family'** shall have the meaning assigned to it in Clause 7.4 of this Agreement.

**'Force majeure event'** arises where either Party is hindered in the performance of its obligations under 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'** means the guarantee executed between the Proprietor, the Resident and the Guarantor prior to the execution of this Agreement and appended as Schedule 4 of this Agreement.

**'Guarantor'** means any person named in the Guarantee as the person has guaranteed the obligations of the Resident under this Agreement.

**'HSE'** means the Health Service Executive.

**'Long-term Residential Care Services'** means those care services and goods more particularly set out in Schedule 2, Paragraph A of this Agreement.

**'Maximum Permitted Amount'** means the maximum rate agreed between the Proprietor and the NTPF for Long-Term Residential Care Services pursuant to Section 41 of the Act of 2009.

**'Non Long-term Residential Care Services'** means those care services and goods more particularly listed by agreement of the Parties in Column 1 of Schedule 2, Paragraph B of this Agreement.

**'NTPF'** means the National Treatment Purchase Fund, including any lawful statutory successor-in-title thereof.

**'Nursing Home'** is Mill Brook Manor Nursing Home, Slade Road, Coolmines, Saggart, Co Dublin.

**'Nursing Home Support Scheme'** is the scheme operated by the HSE pursuant to the Act of 2009.

**'Party' or 'Parties'** means the Proprietor and/or the Signatory as appropriate and shall, where the context properly so allows shall mean any Party's successors, assigns or representatives.

**'Regulations of 2013'** means the Health Act 2007 (Care and Welfare of Residents in Designated Centres for Older People) Regulations 2013 as may be amended from time to time.

**'Resident'** is the person named as the Resident in the Admission Form being the person entitled to receive Care Services in the Nursing Home subject to and in accordance with the terms and conditions of this Agreement.

**'Restraint'** shall have the meaning as agreed by the Parties in Clause 7.5 of this Agreement by reference to the definition of that term in Regulation 1 of the 2013 Regulations.

**'Signatory'** shall mean the person(s) who executes this Agreement so that the Resident may receive Care Services pursuant to this Agreement.

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 and this Agreement shall not be construed strictly against either Party.

1.3 Any reference to a statute or statutory provision is agreed to:

- (i) be a reference to it as amended or re-enacted from time to time; and
- (ii) 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.

1.4 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.

## **2. Capacity & Execution**

2.1 Both Parties agree that they have respectively executed this Agreement upon the admission of the Resident to the Nursing Home.

2.2 The Signatory agrees to provide forthwith to the Nursing Home all information required by Proprietor in order to complete the Admission Form immediately upon execution of this Agreement and on the admission of the Resident to the Nursing Home.

2.3 Each Party confirms for the benefit of other Party that he/she/it possesses the requisite capacity (including legal capacity) and/or authority and/or permissions to execute this Agreement and

to enter into the commitments and obligations hereunder and each Party agrees that the other Party is lawfully entitled to rely on the aforesaid confirmation.

2.4 The Signatory confirms that he/she has been afforded a reasonable opportunity to consider the subject matter of this Agreement whether with or without independent legal advices prior to the execution hereof.

### **3. Care Services & Fees**

3.1 The Proprietor agrees to provide the Care Services to the Resident for the term of this Agreement subject to and in accordance with the terms and conditions of this Agreement and the Proprietor undertakes to:

(i) provide to the Resident suitable and sufficient care with a view to maintaining the Resident's welfare and wellbeing having regard to the nature and extent of the Resident's dependency and needs in accordance with the Regulations of 2013 and as appropriate under the direction of a General Medical Practitioner from time to time; and

(ii) ensure that the Resident's needs are at all times set out in an individual care plan which care plan shall be developed and agreed in compliance with Regulation 5 of the Regulations of 2013.

#### Fair Deal Resident

3.2. The Parties agree, in accordance with Regulation 24 of the Regulations of 2013, that so long as the Resident is and continues at all material times to be a Fair Deal Resident, the Proprietor for the term of this Agreement shall provide to the Resident:

(a) Long-term Residential Care Services without imposing on the Signatory (and/or as applicable the Resident) any fee or charge whatsoever for any Long-term Residential Care Service provided by the Proprietor to the Resident in the Nursing Home greater than the Maximum Permitted Amount; and

(c) each such Non Long-term Residential Care Service as may be specified in Column 1 of Schedule 2, Paragraph B of this Agreement subject to the payment by the Signatory or the Resident to the Proprietor of the fee(s) specified in Column 2 of Schedule Paragraph B of this Agreement and the Signatory agrees to pay and/or procure such payment to the Proprietor in a prompt fashion.

#### Resident other than a Fair Deal Resident

3.3 The Parties agree, in accordance with Regulation 24 of the Regulations of 2013, that where (i) the Resident is not a Fair Deal Resident or (ii) for any reason whatsoever ceases to be a Fair Deal Resident during the term of this Agreement, the Proprietor shall provide the Care Services as specifically specified in Schedule 2, Paragraphs A & B of this Agreement for the following **weekly rate of 1150 euro.**

3.4 Notwithstanding anything contained in Clauses 3.2 or 3.3 of this Agreement, any Care Service which is specifically listed in Column 2 of Schedule 2, Paragraph B of this Agreement 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 all applicable legislative/regulatory requirements and the fee/cost paying arrangement set out in Column 2 of Schedule 2, Paragraph B of this Agreement shall apply. For the avoidance of doubt, 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 by the Proprietor.

3.5 The Parties specifically acknowledge that where the Proprietor provides the Resident with the option to avail of facilities provided for the occupation and recreation of all residents in the Nursing Home, the provision by the Resident of such facilities and the option itself shall be viewed by the Parties as services for the purposes of the Regulations of 2013 and the Proprietor shall be entitled to charge and the Resident is satisfied to discharge the specific fee as set out for such Non Long-term Residential Care Services in Column 2 of Schedule 2, Paragraph B of this Agreement.

3.6 The Parties agree that any fee imposed by the Proprietor under this Agreement may be reviewed and revised by the Proprietor on an annual basis subject to the agreement of the Signatory (particularly where there is a change in the dependency needs of the Resident) upon service of ten days written notice by one Party on the other, subject at all times to compliance by the Proprietor with the Act of 2009 and the Regulations of 2013.

3.7 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 Signatory or the Resident, except as may otherwise be agreed between the Parties.

3.8 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, the said fee may be refunded by the Proprietor to the Signatory or the Resident or the Resident's Family, as appropriate.

3.9 In the case of fees being paid or supported through the liquidation of assets through the offices of solicitors, accountants, courts or other bodies, suitable undertakings shall be provided for and on behalf of the Resident.

3.10 Where the Resident (i) is not a Fair Deal Resident or (ii) is not a member of an equivalent State sponsored scheme at the time of his/her admission to the Nursing Home but subsequently becomes a Fair Deal Resident or a person entitled to receive equivalent State support, the Proprietor shall, in accordance with Regulation 24(2)(c) of the Regulations of 2013 promptly refund to the Signatory or the Resident or the Resident's Family as appropriate any sum actually paid by the Resident or the Signatory in respect of any particular Care Service during any period where the HSE or other State body has actually discharged the cost of such Care Service during the same period.

3.11 For the purposes of enabling the Proprietor's compliance with Regulation 24(2)(c) of the Regulations of 2013, the Proprietor has attached as Schedule 3 of this Agreement for the benefit of the Resident not being a Fair Deal Resident at the time of admission to the Nursing Home written information setting out the HSE's arrangements for application by any person for funding and receipt of funding under the Nursing Home Support Scheme and the Parties agree that the provision by the Proprietor of the information set out in Schedule 3 of this Agreement is sufficient to satisfy the regulatory obligation arising under the aforementioned regulation.

3.12 The Signatory confirms that he/she has duly arranged for the lawful and proper execution of the Guarantee in favour of the Proprietor and hereby acknowledges that such Guarantee is a condition precedent for entering into this Agreement.

3.13 The Parties shall be entitled, subject to agreement in writing with each other, to enter into further written arrangements from time to time for the provision by the Proprietor of further services or goods not currently defined as Care Services in this Agreement where the Resident specifically requests such services or goods and the Proprietor shall be entitled to invoice and receive payment from the Signatory or Resident as applicable for the provision of same to the Resident. A list

containing the services which the Resident may choose to avail but which are not included in the Nursing Homes Support Scheme or any other health entitlement together with an indicative price list (where possible or appropriate) is attached as Paragraph A, Schedule 2 of this Agreement.

#### **4. Duties of the Proprietor**

The Proprietor shall procure that the Proprietor, servants, agents or assigns shall:

4.1 ensure that where medical treatment is recommended by a medical practitioner and agreed by the Resident such treatment is facilitated;

4.2 ensure, insofar as is reasonably practicable, that a pharmacist who is acceptable to the Resident is available to the Resident and for the purposes of Regulation 29 of the Regulations of 2013 the Signatory hereby confirms that the name of such Pharmacist is as set out in the Admissions Form;

4.3 ensure that 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 provide the Resident with information concerning current affairs, local matters and community resources while ensuring that the Resident is provided with privacy, insofar as is reasonably practicable;

4.5 provide the Resident with arrangements to facilitate, insofar as is reasonably practicable, the exercise of the Resident's civil, political and religious rights and ensure insofar as is reasonably practicable that the Resident has access to independent advocacy services;

4.6 carefully consider any suggestion from the Resident or from his family or other relevant persons to maximise his comfort and care;

4.7 ensure that the Resident is free to communicate at all times, having regard to his and other residents' well being, safety and health;

4.8 ensure that appropriate arrangements are made for the Resident to receive visitors;

4.9 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 at all time in compliance with the Regulations of 2013;

4.10 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;

4.11 ensure that any dietary restrictions applying to the Resident on medical or religious grounds shall be facilitated;

4.12 ensure, insofar as is reasonably practicable, that the Resident has access to and retains control over his or her personal property, possessions and finances;

4.13 provide adequate space and suitable storage facilities, in so far as is reasonably practicable, for personal possessions, including a lockable storage space and a secure facility for the safe-keeping of Resident's personal money and valuables and maintain a full written record thereof;

4.14 ensure that all reasonable measures are taken to protect the Resident from all forms of abuse; and

4.15 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 of this Agreement.

5.2. Either Party may terminate this Agreement by notice in writing, delivered or dispatched by registered mail, fax or e-mail as appropriate to the other Party, not less than four weeks prior to the date upon which such termination becomes effective. Where the Resident terminates this Agreement without providing notice in accordance with this Clause, the Resident shall pay to the Proprietor the following in lieu of notice 4 weeks costs.

5.3 The Parties agree that the Proprietor shall have the right to terminate this Agreement on one day's written notice 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 Care Services in the Nursing Home; or

(iv) the Signatory fails to pay all sums due and owing under this Agreement pursuant to a demand made by the Proprietor to the Resident in accordance with Clause 8.6 of this Agreement.

5.4 The Parties agree that where the Proprietor terminates this Agreement pursuant to Clauses 5.2 or 5.3 hereof, the Proprietor shall be entitled to discharge the Resident at the end of the relevant notice period and it is hereby agreed by the Parties that this Agreement shall be interpreted as an 'agreement' and/or a 'plan' for the purposes of Regulations 25(3) and 25(4) of the Regulations of 2013.

## **6. Consequences of Termination**

6.1 On termination or expiry of this Agreement, the Signatory shall forthwith discharge all outstanding invoices which were lawfully issued by the Proprietor prior to the termination of this Agreement and the Signatory shall arrange to pay within one month of issuance all invoices issued by the Proprietor post-termination of this Agreement in respect of Care Services provided by or on behalf of the Provider to the Resident prior to termination of this Agreement and Clause 15 of this Agreement shall survive the termination or expiry of this Agreement.

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



## **7. Requirements for the Resident**

7.1 The Signatory shall ensure and procure that upon admission of the Resident to the Nursing Home and for the duration of this Agreement the Resident shall comply with the following obligations:

- (a) (unless otherwise agreed in writing with the Proprietor) 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 to and relatives of the Resident 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 the Resident's clothing and belongings are clearly marked and/or labelled with the Resident's name or initials;
- (d) comply with all or any arrangement agreed between the Proprietor and Signatory with regard to smoking and alcohol consumption by the Resident in the Nursing Home;
- (e) comply with all reasonable requests and suggestions made by the Proprietor;
- (f) ensure the punctual payment within 21 days of a demand by the Proprietor of all fees or sums due or owing to the Proprietor under this Agreement;
- (g) advise the Proprietor in advance within twelve weeks should the funds of the Resident and/or the Signatory (as applicable) necessary to pay the Proprietor punctually for all fees and sums become depleted;
- (h) notify the Proprietor promptly of the name of the Resident's appointed medical practitioner and pharmacist or any changes thereto;
- (i) nominate in writing the Resident's next of kin upon admission to the Nursing Home, which person shall be contacted by the Proprietor where considered necessary under this Agreement, and as appropriate any changes thereto during the term of this Agreement;
- (j) observe all rules laid down by the Proprietor for the orderly operation of the Nursing Home; and
- (k) otherwise ensure that the detail required for the Admission Form in the form set out in Schedule 1 of 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.

7.3 Where the HSE or any State authority withdraws, for any reason whatsoever, funding under the Nursing Home Support Scheme and/or such that the Resident ceases to be a Fair Deal Resident under the Act of 2009, the Signatory shall inform the Proprietor in writing forthwith and indemnify and keep indemnified the Proprietor against all costs, liability or losses howsoever arising in consequence of same.

7.4 The Signatory confirms, for the avoidance of doubt and for the benefit of the Proprietor, that for the purposes of the definition of the term 'family' in Regulation 1 of the Regulations of 2013, the Resident's Family includes as appropriate the lawful spouse of the Resident and/or any person related to the Resident by blood and/or the following person or persons nominated by the Signatory/Resident as a carer or a person involved in promoting the health, welfare and wellbeing of the Resident.

7.5 The Signatory confirms and agrees that for the purposes of the Regulations of 2013, a Restraint shall have the meaning assigned to it in Regulation 1 of the Regulations of the 2013 but for the avoidance of doubt the Signatory confirms that the term Restraint does not include any of the following circumstances:

- (i) the intentional restriction of the Resident's involuntary movement where such movement has been diagnosed as such by a medical practitioner;
- (ii) the intentional restriction of the Resident's involuntary behaviour where such behaviour has been diagnosed as such by a medical practitioner; and
- (iii) the unintentional or negligent restriction of the Resident's voluntary movement or behaviour.

## **8. Powers of the Proprietor**

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

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

8.2 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;

8.3 after consultation and with the consent of the Resident or the Signatory as appropriate assign any room in the Nursing Home to the Resident. However, it is acknowledged by the Signatory that the Proprietor, servants and assigns may require the Resident to move rooms within the Nursing Home when considered necessary or appropriate by the Proprietor for the safety of the Resident or any other resident of the Nursing Home;

8.4 transfer the Resident to an alternative nursing home(s) and/or hospital(s) if in the opinion of the medical practitioner or any person exercising lawful State authority it is in the interest of the Resident to do so; and

8.5 review and agree with the Resident fees chargeable under this Agreement where considered necessary or in the event that additional Services are required by the Resident; and

8.6 if for whatever reason, the Resident is not entitled to, or ceases to receive financial support under the Act of 2009, 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.

## **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 Signatory agrees that the Proprietor shall not be responsible or liable for any loss, inconvenience, injury or damage howsoever suffered by the Signatory and/or the Resident as a result of a Force Majeure event.

## **11. Independent Legal Advice**

The Signatory acknowledges and confirms that:

- (i) he/she has received or procured the receipt of independent legal advice on the duties and obligations arising under this Agreement and the Guarantee prior to their execution; or
- (ii) he/she, having been given a reasonable opportunity to obtain independent legal advice, has waived his/her right to receive such independent legal advice on the duties and obligations arising under this Agreement and the Guarantee prior to execution.

## **12. Variation**

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

### **13. Exclusion Clause**

13.1 The Signatory 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 legislative and regulatory requirements.

13.2 The Proprietor shall not be responsible or liable for any injury or loss however suffered by the Resident outside the Nursing Home, its gardens, grounds or confines where the Proprietor, servants or agents act in accordance with all legislative and regulatory requirements.

13.3 The Proprietor shall not be responsible or liable for the theft by any person whomsoever of any property or valuables of the Resident which have not been given to the Proprietor by the Resident for safe keeping.

### **14. Data Protection Clause**

The Signatory acknowledges, consents and agrees that personal details of the Resident and his/her personal data will be processed by and on behalf of the Proprietor in connection with the Care Services under this Agreement. The Signatory confirms that the Resident, for the purpose of all applicable data protection legislation, has consented to the entry and processing of information pertaining to him/her on the directory of residents which the Proprietor is required to maintain pursuant to the Regulations of 2013. The Signatory confirms the consent of the Resident and or the Signatory, as applicable, 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.

### **15. Governing law and Jurisdiction**

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

**SIGNED BY OR BEHALF OF  
THE PROPRIETOR**

**Mill Brook Manor Nursing Home**

In the presence of:

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

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

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

**SIGNED BY  
THE SIGNATORY**

In the presence of:

\_\_\_\_\_  
**Signatory**

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

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

Schedule 1

ADMISSION FORM

<b>Surname of Resident:</b>	
<b>First Name of Resident:</b>	
<b>Address:</b>	
<b>Date of Birth:</b>	
<b>Telephone:</b>	
<b>PPS Number: (if relevant)</b>	
<b>Medical Card Number: (if relevant)</b>	
<b>Next of Kin:</b>	
<b>Address of Nominated/Authorised Next of Kin:</b>	
<b>Telephone of Next of Kin:</b>	
<b>General Practitioner:</b>	
<b>Address of General Practitioner:</b>	
<b>Telephone Number of General Practitioner:</b>	
<b>Name, Address and Phone Number of Pharmacist (if different from the Proprietor's usual pharmacist of choice)</b>	
<b>Category of Resident (to be completed by Nursing Home):</b>	

**Schedule 2**

**Care Services**

**Paragraph A**

**Long-term Residential Care Services**

- (a) Bed and board;
- (b) Nursing and personal care appropriate to the level of care needs of the Resident;
- (c) Bedding;
- (d) Laundry Service; and
- (e) Basic aids and appliances necessary to assist the Resident with the activities of daily living.

**Weekly Transitional Care funding arrangements: 1150 euro**

**Resident's weekly bed rate: 1150 euro**

**Resident's weekly contribution after Fair Deal approval \_\_\_\_\_ Date \_\_\_\_\_**

**Paragraph B**

**Column 1**

**Column 2**

<b>Non Long-term Residential Care Services</b>	<b>Fee To Be Imposed</b>
Chiropody	25€
Hairdressing	See attached price list
Specialist wheelchairs/equipment	Hip protector 45€
Prescription charge (medication per item)	As per government cost

## Schedule 2, Paragraph C

**List of Services which the Resident may choose to avail but which are not included in the Nursing Homes Support Scheme or any other health entitlement together with an indicative price list (where possible or appropriate) by reference to Clause 3.13 of this Agreement.**

*NOTE: The Parties agree that prices where stated herein are merely indicative and where the Resident opts to avail of any of the services herein listed, the provision thereof by the Proprietor of such services as the Resident may in due course choose is subject to further agreement between the Parties by reference to Clause 3.13 of this Agreement.*

Personal Daily Newspaper or magazines – price dependant on current daily rate

Toiletries – See attached price list

Transport (external) – dependant on where going and company used

Escort to appointments – 20€ per hour for Care Assistant and €25 per hour for Staff Nurse.

Beautician – see attached third party price list

Physiotherapy organised 1:1 session privately – 50€ per session

Specialized equipment

Hip protectors 45€

Specialist Dressings – dependent on type from Median Healthcare Pharmacy

Medication not covered by GMS.



### Schedule 3

#### **HSE's Arrangements for the Application for/Receipt of Financial Support under the Nursing Homes Support Scheme**

The Nursing Homes Support Scheme is a scheme of financial support for people who need long-term nursing home care. Under the Nursing Homes Support Scheme, you will make a contribution towards the cost of your care and the State will pay the balance. This applies whether the nursing home is public, private or voluntary. The scheme is more commonly known as the 'Fair Deal Scheme'.

The HSE administers the Fair Deal Scheme within the resources available and in line with the Act of 2009. Applicants cannot avail of State Support under the Fair Deal Scheme in respect of their residency in the Nursing Home prior to approval by the HSE under the Act of 2009. Please be aware that there may be a waiting list for approval for funding during which time you will have to pay privately for your care.

Where you agree to be admitted to the Nursing Home and to pay privately for your residency in the Nursing Home but post admission you apply for State Support under the Fair Deal Scheme and the HSE subsequently provides financial support to you under the Fair Deal Scheme with effect from a particular date, the Proprietor will by reference to that particular date:

- (i) refund any monies which have been paid privately by or on behalf of the Resident so as to ensure that the Proprietor does not receive double payment above the Maximum Permitted Amount for the Long-term Residential Care Services provided under this Agreement; and
- (ii) apply all provisions of this Agreement relevant to a Resident who is a Fair Deal Resident.

For the avoidance of doubt and without prejudice to other terms or conditions of this Agreement, where the Resident becomes a Fair Deal Resident post admission to the Nursing Home, the Signatory shall remain liable to discharge (i) all sums properly due and owing to Proprietor including fees for Non Long- term Residential Care Services; and (ii) in respect of Long-term Residential Care Services all or any sums not discharged for any reason whatsoever up to but not exceeding the Maximum Permitted Amount.

The Fair Deal scheme has a number of steps and these are set out in the detailed Nursing Homes Support Scheme Information booklet, which you can obtain from your local Nursing Homes Support Office in Naas whose contact details are as follows :

**Oak House, Millennium Park, Naas, Co Kildare**  
**Tel: 045880400**

# Price List for Hairdresser

Shampoo & Set	€15.00
Cut & Set	€17.00
Shampoo & Blow-dry	€15.00
Perm & Cut	€30.00
Dry Cut (Men)	€9.00
Dry Cut (Women)	€10.00
Colours	€25.00