



Residential Guide

GLENAULIN NURSING HOME
LUCAN ROAD
CHAPELIZOD
DUBLIN 20.

Telephone: 016264677

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ABOUT GLENAULIN NURSING HOME.

In 1903 this splendid period residence was built. It was once the home of the first Governor General – Mr Tim Healy and then established as Glenaulin Private Residential Nursing Home in 1986 by Mary McCormack. Glenaulin, a family run private nursing home is located in West Dublin on the old Lucan Road in an area called Chapelizod. The home is nestled in two acres of landscaped parkland overlooking the banks of the River Liffey. A fifteen minute drive from the City Centre or a short walk from Chapelizod and Palmerstown villages makes Glenaulin Private Residential Nursing Home easily accessible to relatives and visitors. It is close to all amenities, shops, churches and public transport. We are regulated by the Social Services Inspectorate under the Health Information & Quality Authority (HIQA) since July 2009. Inspections may be announced or unannounced; reports may be viewed on their website www.higa.ie or are available at the nursing home upon request. Our most recent inspection report is available at the back of this document or through our website. Conditions of our registration are outlined at back of this statement.

OUR AIMS.

At Glenaulin Nursing Home, we recognise that the need to move to residential care can bring feelings of loss, sadness and fear. Therefore, our overall aim is to provide a place that residents will be able to call home. We strive continuously to promote an environment where residents feel safe, comfortable, valued for who they are and most importantly, that residents feel happy and fulfilled. As moving to residential care means that residents have additional care needs that cannot be met in their own home, we aim to provide care that meets the needs of each resident and is informed by the best available evidence.

OUR ETHOS.

At Glenaulin, our philosophy of care is based on the recognition that each resident is a unique person with their own individual beliefs, life experiences and values. We believe that every resident must be respected and cared for in a manner that recognises their uniqueness and in accordance with their needs and wishes.

We also believe in the promotion of optimum health, happiness and independence for each resident. We promote an approach where our residents are encouraged to be partners in their care as far as each resident is able.

We believe that each resident has a right to live in a safe and caring environment that supports them to maximise their potential and to have appropriate advocacy mechanisms to safeguard their rights where their own ability to do so is compromised.

GOVERNANCE AND MANAGEMENT.

Glenaulin Nursing Home is a family run facility which is owned and managed by three providers. These are Ms. Veronica McCormack; Ms. Bizet McCormack and Mr. Seamus McCormack. Ms. Veronica McCormack is the designated registered provider. She has many years of experience in the business sector and takes responsibility for the H.R. function and day to day running of the facility and liaises closely with the nursing staff.

Ms. Bizet McCormack oversees the maintenance of standards for general housekeeping and catering services for the centre as well as bed management. Both Ms. Veronica and Ms. Bizet McCormack sit on the management and clinical governance committees. Mr. Seamus McCormack oversees the maintenance of external and internal aspects of the buildings and premises and ensures that they comply with all planning, building / Fire and health and safety regulations..

The person in charge for Glenaulin Nursing Home is Ms. Orla Quigg who is your point of contact regarding your daily care. Orla is supported by 3 Clinical Nurse Managers, Raquel de La Fuente, Bernadine Bernardo and Vineetha Vasudevan.

There are 2 Care Assistant Supervisors, Chris Crowe and Bridget Fagan, who support and manage the Care Assistants team. The Care Assistants are responsible in providing direct care to all our residents. The activities manager, Karen Brett is responsible for the co-ordination, delivery and monitoring of activities for residents in Glenaulin Nursing Home. She reports to and is accountable to the person in charge for the quality of the activities provided to residents. The activities manager is supported by activities co-ordinators who report directly to her.

The household services are managed by the Household Manager, Ms. Lynda Dunne. Household services in Glenaulin Nursing Home are comprised of general cleaning of the facility and premises; specialised cleaning including disinfection and fumigation and laundry services. These services are provided by household cleaners, housekeeping staff and a laundry assistant who report directly to the household manager.

There are 2 lead chefs, Catherine O'Neill and Kevin Cahill. They ensure the provision of appropriately prepared and nutritious meals for residents. They are also responsible for ensuring that all areas of the kitchen and activities undertaken comply with HACCP requirements. They report to Ms. Bizet McCormack.

LOCAL

MANAGEMENT

CONTACTS

Name	Position	Contact Number
Ms. Veronica McCormack	Registered Provider	01 6264677
Ms. Orla Quigg	Person in Charge	01 6264677
Ms. Bizet McCormack	Proprietor	01 6264677
Mr. Seamus McCormack	Proprietor	01 6264677
Ms. Catherine O' Neill & Kevin Cahill	Lead Chefs	01 6264677
Ms. Lynda Dunne	Housekeeping Manager	01 6264677
Ms. Karen Brett	Activities Manager	01 6264677
Ms. Raquel De La Fuente	Clinical Nurse Manager	01 6264677
Ms. Vineetha Vasudevan	Clinical Nurse Manager	01 6264677
Ms. Bernadine Bernardo	Clinical Nurse Manager	01 6264677

STAFFING ARRANGEMENTS.

Listed below is our staff complement in a 24 hourly period.

- Director of Nursing x1 8am – 5pm
- Clinical Nurse Manager x 1 8am – 8pm
- Administrator x 1 10am – 8pm
- Staff Nurses x 4 8am – 8pm
- Health Care Assistant Supervisors x1 8am – 8pm
- Health Care Assistants x 2 8am – 2pm
- Health Care Assistants x 11 8am – 8pm
- Health Care Assistant x 1 8am – 9pm
- Staff Nurses x 3 7.45pm – 8.15am
- Health Care Assistants x 5 7.45pm – 8.00am
- Activities Manager x 1 9am – 5pm
- Activity Co-ordinators x 4 From 9am – 8pm
- Domestic Staff x 3 From 7am – 8pm
- Commis Chef x 1 8am – 4.45pm
- Chef x 1 7am – 5.30pm
- Laundry x 1 1.45-4.45pm
- Housekeeping Manager x 1 7am – 4pm
- Housekeeping x 5 From 7am – 3.30pm
- Maintenance Supervisor On Call
- Grounds Keeper Monday, Wednesday, Friday 6am – 2pm

DESCRIPTION OF CARE AND SERVICES.

Services Provided.

Glenaulin Nursing Home provides the following services to our residents:

- ▶ Accommodation
- ▶ Full board
- ▶ Food
- ▶ Heating and Lighting
- ▶ Laundry
- ▶ Provision of nursing care on a 24 hour basis to provide personal care as outlined in your care plan
- ▶ Nurse Call System
- ▶ Insurance including loss and liability cover.
- ▶ Physiotherapy

The following professional services may be obtained from the Health Services Executive. Our residents will be supervised by a member of staff while they avail of these services in

house. Any private fees payable for the following services is the responsibility of the individual resident:

- ▶ Dietician
- ▶ Dental Care
- ▶ Optician
- ▶ Speech and language therapy
- ▶ Chiropody
- ▶ Occupational Therapy
- ▶ Palliative Care Team
- ▶ Nurse Specialists

Medical Cover.

Medical cover is provided by each resident's general practitioner. General practitioners visit the home to see the residents and liaise with nursing staff regarding their care and treatment. In so far as is reasonably practical, resident's may request their own GP to attend the nursing home. Each general practitioner employs the services of a locum service to care for their residents outside of normal hours.

Pharmacy Services

Glennualin avail of the services of City Pharmacy which is located on Dame Street. However, upon admission each resident will be asked if this pharmacy is acceptable to them. The Pharmacist is available monthly to meet with Residents/Families to discuss any issues/concerns they may have. Items that are not covered under the Medical Card will be charged directly to the resident/family by the pharmacy.

We can arrange any of the following for residents, but at an additional cost:

- ▶ Dry Cleaning Services
- ▶ Labelling of Clothing
- ▶ Hairdressing
- ▶ Newspapers and Magazines
- ▶ Personal Toiletries
- ▶ Any items ordered from the Chemist not available on Script
- ▶ Taxis
- ▶ Specialised Chair or Equipment
- ▶ Any private arrangements made for treatment other than that provided by the HSE.

Physiotherapy

We have a chartered physiotherapist who attends the nursing home 3 times a week. All new residents are assessed upon admission by our physiotherapist and any private sessions that is required will be discussed with the resident/family, GP and the person in charge. An additional cost may apply.

Newspapers/magazines/shopping requirements

Any or all of the above can be delivered daily to the resident's room on request. A fee will apply for newspapers where a resident requests their own.

Worship

Residents' spiritual needs are accommodated at Glenaulin Nursing Home. An oratory is available for residents who want to spend some quiet time in worship. Mass is celebrated at Glenaulin once a week and on Holy Days of Obligation. Worship and spiritual needs for residents of denominations other than Roman Catholic are facilitated through provision of a quiet area as required for personal prayer. Clergy of other denominations visit the nursing home on a frequent basis and services are held on site as required. We can arrange to contact clergy as required by residents.

Hairdresser

We have a hairdresser who visits the Nursing Home. Nursing staff/families make arrangements with the hairdresser on behalf and at the request of residents. Each Resident is responsible for the cost of the hairdressing.

Television

All sitting rooms are equipped with a television and arrangements can be made to provide a television in a resident's room as required.

Telephone

Residents have access to the use of a portable phone for making and receiving phone calls. Arrangements can be made to place personal phones in resident's bedroom.

ADMISSION PROCESS.

Assessment and Care Planning.

Following an initial enquiry or referral, our person centred Assessment and Care planning process begins.

Any prospective resident to Glenaulin will meet with one of our nursing management team wherever is convenient for the resident or their representative. The purpose of this meeting is to carry out a pre admission assessment of the residents' health, personal and social care needs so to ensure that we can meet these needs.

Once the pre admission assessment and visit to Glenaulin has been completed, and subject to the person's needs and wishes, a date for admission is arranged.

On admission, the person in charge and designated nursing staff will commence a comprehensive assessment of the resident's health, personal and social care needs. A careplan will be developed within 48 hours. Our activity team will assist with us gathering information of the resident's life story.

Assessment and care planning in Glenaulin is an ongoing activity as we recognise that providing person centred care means getting to know residents as a unique individual. Care plans are updated on a continuous basis, as the needs of the resident change and a formal review of the care plans takes place every 4 months. The resident may, with the consent of the resident or where the Person-in- Charge considers it appropriate, make the care plans available to his or her family. The resident's G.P may be requested to attend some meetings if deemed necessary.

PRIVACY AND DIGNITY.

Privacy and Dignity

It is our wish that each resident will be able to think of Glenaulin Nursing Home as their home from home. Safeguarding each resident's privacy and dignity, we believe is an essential part of feeling at home.

Staff are required to protect residents' privacy and dignity in all aspects of care and service delivery and particularly by:

- ▶ Knocking before entering a resident's room
- ▶ Asking the resident's permission prior to undertaking any assessments, personal care and nursing interventions.
- ▶ Respecting the wishes of residents.
- ▶ Ensuring that the door/bed curtains are closed when giving personal care.

We encourage residents to inform us if they feel that their privacy and dignity is being compromised.

ACTIVITIES.

Glenaulin Social & Recreational Programme won first place at the NHI Care Awards 2013. Our seven day programme is centered around the social, cognitive, physical, emotional, spiritual, mental and creative needs of each resident.

Physical and mental wellness are at the core of our activities. A variety of gentle exercise programmes including Siel Bleu™ Physical Activity Programme, tai chi, muscle movers, joint jiggers, boules etc. Glenaulin hosts live music 3-4 times a week including sing a longs and Karaoke.

We also run many dementia specific programmes. Staff are trained in delivering Sonas™ programme for Dementia Care to aid communication.

Each day, we offer opportunities to take part in a variety of activities such as card games, darts, bingo, and quizzes which help to stimulate cognitive function including memory. There is a weekly in-house Tuckshop – co run by residents. Mass is celebrated weekly and there is daily rosary for those who wish to take part.

Our hairdresser visits twice a week for pampering. We also provide massage, aromatherapy, and a range of wellness offerings.

Reality orientation and current affairs are part of our offering and we hold regular quizzes open to family and friends. Newspapers and magazines are available to share or can be ordered individually. At Glenaulin, keeping abreast of the latest technologies which offer assistance is key and includes the use of iPads and interactive experiences etc

Creativity and craft time are an important part of self-expression. We participate in the National Bealtaine Celebration of creativity for all each year. We plan and work towards craft sales and craft events.

Outings are arranged to social gatherings i.e. local dinner dances, or to events such as concerts in the National Concert Hall, local senior citizens movie screenings.

Glenaulin also has a reputation for wonderful resident's parties. Events such as fancy dress nights, family fun nights, coffee mornings, and tea dances keep us all busy through the year and give us a great opportunity to celebrate. Family and friends can sign up for our monthly bulletin which details the activity plan for each month ahead, to enable you to plan to take part in the activities each week.

Safety.

We take safety very seriously in Glenaulin Nursing Home.. We take a proactive approach to promoting the safety of all of our residents, staff and visitors through our clinical governance committee, education and ongoing safety initiatives. All staff in the nursing home have a responsibility to promote the health and safety of residents, staff and visitors. We also encourage residents and visitors to be involved in the promotion of safety by informing us of anything that they feel may pose a risk to the safety of any person residing, working or visiting Glenaulin Nursing Home. We have a nominated safety representative, Caroline Burns, who conducts routine safety walks. Any recommendations/repairs are acted upon immediately in line with good health and safety practise.

Emergencies.

In addition to general safety, we have a programme for responding to major emergencies. Our clinical governance committee monitors and reviews emergency planning to ensure that we are prepared for any foreseeable emergencies that may occur. Our emergency plans involve the input of external agencies who have a role in responding to emergencies in the local area. All of our safety plans are reviewed on a regular basis.

Fire Safety.



In the event that the fire alarm is activated (other than Thursdays at 10am), the fire warden (Clinical Nurse Manager -Day Shift / Liffey Nurse - Night Shift) will make their way to the main fire panel located on the main floor, near reception. A Nurse from each floor will also attend to the fire panel and wait instructions from the Fire Warden. All other employees will stay in their area and wait instruction from their nurse. The Fire Warden will read from addressable system the location of activation and will proceed to that area with another member of staff. Depending on the nature of the situation, fire procedure protocol will be activated accordingly.

Glenaulin Nursing Home has a fire safety programme in place. Information on fire safety is displayed at strategic points throughout the building. Our fire safety programme includes regular fire drills and testing of the fire alarm. Residents are informed of any tests or practice drills prior to their initiation. All of our staff have on-going training to respond appropriately to fire and other emergencies. Our fire safety programme has the involvement of an external Fire Safety Officer who conducts regular fire safety inspections of the building. We also have a fire safety co-ordinator on site. The person in charge maintains a *Fire Safety Register* that is available for inspection by the statutory authorities in accordance with legislation.

In early 2009, all areas of Glenaulin Nursing Home has been fitted with new smoke heads and fire alarm system.

Medicines.

It is important that we know what medicines residents are taking. This information is collected both as part of the pre assessment process and the admission assessment. In order to assist us, we ask that any resident coming from home would bring any medicines they are taking and any current prescriptions with them.



Nurses in Glenaulin Nursing Home administer medications to residents at the times prescribed. Medicines are kept for safety reasons in a medicine trolley and medicine cupboard. Residents who wish to continue to take their own medication should discuss this with their core nurse and complete the appropriate documentation.

We kindly request residents/families do not disturb the nursing staff when they are administering medication, unless of an emergency. The nursing staff wear red aprons to indicate that they are conducting a medication round.

Quality of Care and Services.

We are committed to continuous quality improvement of the care and services provided to you. We actively promote and monitor quality and standards through our 'clinical governance' system. An essential part of this system is the involvement of residents, families and visitors in improving our services. This is achieved through our residents' forum and through quality surveys conducted with residents at varying intervals.

We have Focus Group meetings with our residents on a monthly basis. This involves meeting with our residents to ascertain their views on our service and identify areas for improvement. An independent person chairs these meetings and the minutes are taken and action points given to the relevant teams.

We welcome comments and suggestions at any time for improving our care and services. The suggestions box located in the reception area can be used for this purpose

Personal Items

At Glenaulin, we want our resident to feel at home, and therefore we encourage any resident, who is planning to stay for longer periods of time, to personalise their rooms with any favourite items and small pieces of furniture. For safety reasons, we ask that all furniture is fire retardant. This can be discussed prior to admission. We offer the facility of labelling all of residents' clothes on admission and there after where any additional clothes are brought in. All personal clothing should be handed in at reception for labelling. This service incurs an additional charge. On admission, all items of possession are logged on our system.

Valuables

We encourage residents, where possible to send home any money or valuables that they will not require during their stay at Glenaulin. However, where any resident needs to keep monies or valuables with them, these may be kept for safe keeping on request in the office. On admission, we ask that all residents or family member complete a property form

stating what valuables or money is being placed in safe keeping. All transactions involving receipt and return of residents money and valuables are recorded and signed by the resident or representative and the staff member involved. Each resident has a lockable locker in their room with their own individual key.

Meals and Mealtimes.



We are committed to promoting a healthy and nutritious diet with choice and variety for our residents in a calm and unhurried environment. As well as providing a tray room service, residents

can choose to dine in the dining room. We cater for special diets as well as individual needs and preferences.

We try to ensure that dining here is a social experience, to be looked forward to and enjoyed by all. All our food is prepared by our well trained cooks who prepare menus that comprise fresh, seasonal ingredients so that every meal looks and tastes delicious. We pride ourselves in offering a balanced, nutritious diet using fresh, good quality local ingredients, to meet all our resident’s preferences and any specific dietary requirements that they may have. We provide a choice of homemade dishes and freshly baked goods which residents can choose to take in the dining rooms or if they prefer, in the comfort of their own room.

Breakfast is served each morning to residents in their bedrooms or in a location to their preference. Other meals can be taken in the spacious dining room or in the privacy of the residents’ own room. Refreshments are provided at different intervals during the day. These consist of juices/smoothies and other nutritional drinks.

A discussion of any special needs or preferences that residents may have for meals and mealtimes takes place as part of the assessment process. Our menu is displayed each day in the dining rooms. A choice of soft drinks, juices and water are always available.

Meal Times

Breakfast (ongoing)	8am – 10.00 am (approx)
Lunch: First Sitting*	12.30 noon
Second Sitting	1.30pm
Evening: First Sitting*	4.30pm
Second Sitting	5.30 pm
Supper:	7.30pm – 11.00pm

**In order to respect the dignity of our more dependent resident who may require assistance with meals, we have two separate sittings.*

Visiting

Visiting is always encouraged from family and friends. However, to protect our residents and for Health and Safety reasons we ask that all visitors sign in on entering and leaving the Nursing Home. Occasionally, it may be necessary to restrict visiting arrangements where the visit or time of visit is deemed to pose a safety risk or where the resident requests restrictions. We also ask that visitors consider the needs residents around meal times.. However, arrangements can be made with staff to work around those times if necessary.

Confidentiality

All personal healthcare information relating to residents in Glenaulin Nursing Home is deemed as confidential. We have a robust policy in place for the management of residents' records. All members of staff are requested to sign a confidentiality agreement on commencement of employment.

Advocacy.

Ms. Mary Kennedy is the independent resident advocate in Glenaulin Nursing Home. She Attends the monthly resident/relatives meetings where residents or their representative may raise any concerns with her. Residents will be consulted with reference to how we operate the nursing home at their monthly meetings. Residents participation in the operation of the nursing home is vital to the quality of care that we provide.

COMPLAINTS.

We welcome all comments and complaints so that we can use them to inform continuous improvement in the nursing home. Making a complaint whether verbally or in writing will in no way affect the care and services provided to a resident. The following outlines the process and procedures for complaints handling in Glenaulin Nursing Home.

Who can complain?

- ☞ Any resident in Glenaulin can make a complaint.
- ☞ Anyone who is affected by, or may be affected by an action, omission or decision of Glenaulin Nursing Home may also make a complaint.
- ☞ Staff
- ☞ A relative or representative may wish to make a complaint either on a person's behalf or because they have concerns about a person's treatment or care. In such a case, unless there are special circumstances, then the resident's written permission to

provide confidential information will be required before a complaint can be investigated.

The staff of Glenaulin will do everything they can to ensure that residents are cared for properly and in a prompt manner. If, however, a resident or representative is unhappy about any aspect of the resident's care, they can express their concerns directly to us through our complaints process.

Our aim is to address any concerns that a complainant may have and to thoroughly investigate and respond to these concerns promptly. We treat all complaints whether verbal or in writing seriously.

Our staff must follow Glenaulin Complaints Policy and Procedures and report all complaints (including verbal complaints) about any aspect of our services to the Complaints Officer Ms Orla Quigg or the most senior nurse on duty.

Complaints Procedure –General.

If the person is unhappy with any aspect of our services there are a number of ways that they can express their concerns.

1. The complainant can speak directly to the staff involved who will try to address any issues or where this is not possible, the staff member will arrange for the nurse in charge to speak with the resident. The staff nurse will document the complaint.
2. The complainant can contact the allocated nurse on duty. She/he will try to resolve the complaint on the spot or where this is not possible, she will advise the complainant of the formal complaints process and inform the Person in Charge.
3. If the complainant does not wish to express their concerns or dissatisfaction directly with the staff involved, the complainant can ask to speak with the Person in Charge or Ms. Veronica McCormack directly. Both will endeavour to address the complainant's concerns or issues raised or where the issue is more complex, they will advise the resident on our written complaints process.

4. The resident can put any complaints in writing to Ms. Orla Quigg, Person in Charge and Complaints officer, who will undertake an investigation of the complaint and provide the complainant with a written response.

While, we would attempt to resolve every complaint to the satisfaction of the person making the complaint as soon as it is received, some complaints may be of a more complex nature and may require further investigation.

Stage 1: Verbal Complaints.

1. A verbal complaint can be received by any member of staff from a resident and/or representative or visitor.
2. Verbal complaint is made to a staff member. The staff member will aim to address the complaint at the point of contact if it is within his/her area of responsibility.
3. Where the complaint cannot be resolved by the staff member receiving it, the staff member must report it to the Person in Charge.
4. The Person in Charge will receive the complaint, speak with the complainant and
 - Attempt to find out what the complainant is seeking and try to ascertain what would address his/her concerns.
 - Ascertain if there is anything that can be done immediately
 - Explain clearly what can and cannot be done as part of the complaints procedure
 - Aim for resolution at the point of contact
5. If the complaint is resolved at this level to the complainant's satisfaction the details of the complaint and outcome will be recorded and reviewed as part of our continuous quality improvement programme.
6. Where a complaint cannot be resolved to the satisfaction of the complainant by the person in charge, the complainant will be offered the opportunity to submit his/her complaint as a written formal complaint.

Stage 2: Written Complaints.

1. Written complaints can originate from the first contact or where a verbal complaint cannot be resolved at the point of contact.
2. All written complaints received by any staff member must be given to the designated complaints officer of Glenaulin Nursing home, Ms Orla Quigg
3. The complaints officer will consider whether or not it is appropriate and feasible to conduct a formal investigation of the complaint. This will depend on the nature of the complaint, requirements for consent of the complainant and/or other persons to whom the complaint relates and the seriousness of the complaint. For example, a complaint may be made by a person on behalf of a resident, but the resident may not agree with the complainant
4. The complaint's officer will acknowledge the written complaint within 5 working days and include the following correspondence:
 - An offer to meet with the complainant to discuss the complaint
 - An outline of any investigations that would be undertaken
 - Expected timeframes (usually 20 working days unless the complaint is more complex).
5. Where a formal investigation is required, the complaints officer will endeavour to complete the investigation within 20 days of the complaint being acknowledged. Where it is not possible to carry out the investigation within 20 days, the complainant will be informed of this by the complaints officer and given an indication of the timeframe required to complete the investigation (aim for no longer than 6 months).
6. If for any reason, the resident or any other person making a complaint is not satisfied with the response to or handling of the complaint, the Person in Charge will meet with the person making the complaint to arrange for an independent review of the response and investigation of the original complaint. The complaint will then be addressed by the independent/second person Ms. Maura Galvin. She will then investigate the complaint raised and report back to the complainant.
7. All complaints and their outcomes are recorded in the complaints register.

Obtaining Assistance in Making a Complaint .

The person in charge in Glenaulin Nursing Home is available to provide information on and assistance with making a complaint. However, should a resident request the assistance of an

Advocate, Ms. Mary Kennedy, independent advocate will be available to advise a resident/relatives on how to make a complaint.

Appeals Process.

- If a complaint remains unresolved the complaint will then be addressed to the most senior person, (The Registered Provider, Veronica McCormack) who will investigate the complaint and report back to the complainant.
- All formal complaints will be brought to the attention of the Registered Provider.
- Residents/relatives are at all times free to direct a complaint to our nominated independent person:

Maura Galvin

Padre Pio Nursing Home

50-51A Cappaghmore

Clondalkin

Dublin 22

01 4573339

CONTRACT OF CARE.

Following agreement to take up residency within Glenaulin Nursing Home, each resident will be given a contract of care on admission. In some cases the contract of care may not be furnished on admission as supplementary information from the HSE may not be available on the date of admission. The contract of care outlines the range of services provided by the nursing home and the overall fee applicable for these services. The contract will identify any additional charges for services that are not included in the standard fee. The contract of care ensures that each resident or a representative acting on their behalf is fully aware of both their entitlements and the terms and conditions of Glenaulin Nursing Home. The Terms and Conditions of the Contract of Care is outlined at the back of this booklet (Appendix 1).

USEFUL CONTACTS

Advocacy Group	Phone Number	Fax Number	Contact Name	Email address	Postal address
Age Action Ireland www.ageaction.ie	01 475 6989	01 475 6011		info@ageaction.ie	Age Action Ireland Ltd, 30/31 Lower Camden Street, Dublin2
Citizens Information Board (formerly Comhairle)	01 605 9000	01 605 9099	Helen Lahert Manager Advocacy and Accessibility	helen.lahert@ciboard.ie	Citizen's Information Board, 7 th Floor, Hume House, Ballsbridge, Dublin 4
Equality Authority www.equality.ie	Lo call 1890 245 545	01 417 3331		info@equality.ie	The Equality Authority, 2 Clonmel Street, Dublin 2
Irish Advocacy Network	047 389 18 (087 754 0763)		Colette Nolan	admin@irishadvocacynetwork.com	Irish Advocacy Network, c/o Health Care Unit, Rooskey, Monaghan
Irish Cancer Society www.cancer.ie Prostate Cancer Information Service: Action Breast Cancer	01 231 0500 1800 200 700 (Mon – Thurs 9am- 7pm and Fri 9am-5pm) 1800 380 380 1800 309 040	01 231 0555		helpline@irishcancer.ie prostate@irishcancer.ie abc@irishcancer.ie	Irish Cancer Society, 43/45 Northumberland Road, Dublin 4
Irish Heart Foundation www.irisheart.ie	01 668 50 01	01 668 5896	Caroline Cullen	info@irisheart.ie	Irish Heart Foundation, 4 Clyde Road, Ballsbridge, Dublin 4
Irish Patients Association www.irishpatients.ie	01 272 2555	01 272 2506	Stephen Mc Mahon	stephenmcmahon@eircom.net info@irishpatients.ie	Irish Patients Association, Unit 2, 24 Church Road, Ballybrack, County Dublin
Mental Health Ireland www.mentalhealthireland.ie	01 284 1166	01 284 1736	Ted Tierney	ted@mentalhealthireland.ie	Mental Health Ireland, Mensana House, 6 Adelaide Street, Dun Laoghaire County Dublin
Patient Focus	01 885 1611 01 885 1617 01 885 1633		Cathriona Molloy Shelia O' Connor Jim Reilly	support@patientfocus.ie	Patient Focus, Unit 9A Sky Business Centre, Plato Business Park, Damastown, Dublin 15

CONDITIONS OF REGISTRATION.

Registration Details:	11/1/0041
Registration Commenced:	9 January 2012 (Variation of Registration 15 May 2012)
Registration Expiry Date:	8 January 2015
Registration Conditions:	Outlined below

Condition 1

The designated centre Glenaulin Nursing Home shall be operated at all times in compliance with the Health Act 2007 as amended from time to time.

Condition 2

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

Condition 3

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

Condition 4

The designated centre Glenaulin Nursing Home shall be operated at all times in compliance with all other legislation, regulations and standards which are applicable to it.

Condition 5

Subject to any prohibitions or restrictions contained in any other condition(s), the designated centre Glenaulin Nursing Home shall be operated at all times in accordance with and shall

provide only the services set out in its Statement of Purpose as annexed hereto, as delivered and amended from time to time in accordance with article 5 of the Health Act 2007 (Care and Welfare of Residents In Designated Centres for Older People) Regulations 2009 (S.I. 236/2009) (as amended, consolidated, restated or replaced from time to time).

Condition 6

No person under the age of 18 years of age shall be accommodated at the designated centre Glenaulin Nursing Home at any time.

Condition 7

The maximum number of persons that may be accommodated at the designated centre Glenaulin Nursing Home is 84.

Room 43 is permitted a maximum capacity for 4 persons. Room 42 is permitted a maximum capacity of 3 persons. Both room 42 and 43 can only be used for residents who require 24 hour high support nursing.

Contract of Care (Template)

THIS AGREEMENT is made this day of

BETWEEN

Glenaulin Nursing Home, Lucan Road, Chapelizod, Dublin 20
Lucan Rd,
Chapelizod,
D20.

(hereinafter the '**Proprietor**')

AND :

of

(hereinafter 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 *support which the Resident will receive under the Fair Deal Scheme*.
- E. Both the Proprietor and the Resident 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.

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 **Lucan Road, Chapelizod, D20** 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.

“**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 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 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 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 The Resident confirms that he has duly executed with the Guarantor the Guarantee in favour of the Proprietor and hereby acknowledges that such Guarantee is a condition precedent and on-going condition to this Agreement.
- 3.8 Where the Resident is not in receipt of State Support at the time of his admission to the Nursing Home but subsequently becomes entitled to or receives State Support the Proprietor shall, in accordance with Regulation 24(2)(c) of the Regulations of 2013 promptly refund to the Resident any amounts due to be repaid to the Resident arising from their receipt of State Support.
- 3.9 The Proprietor will provide the Resident with written information setting out the arrangements for application by the Resident for funding and receipt of funding under the Nursing Home Support Scheme and shall provide reasonable assistance to the Resident in completing any such applications and the Parties agree that the provision by the Proprietor such information is sufficient to satisfy the regulatory obligations of the Proprietor in this regard.

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;
- 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 the following fee in lieu of notice **€1150** per week of notice not served.

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 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 shall upon admission and during the duration of this Agreement comply with the following obligations. The Resident 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 within 21 days of a demand by 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 Resident's funds necessary to pay the Proprietor punctually for all fees and sums become depleted;
- (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;

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;

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

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 within four weeks of such demand by the Proprietor; 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.

- 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.

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 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 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 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 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 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 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 which have not been given to the Proprietor by the Resident for safe keeping.
- 13.4 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 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 acknowledges, consent and agrees that personal details of the Resident and his personal data will be processed by and on behalf of the Proprietor in connection with the Services provided by the Proprietor. The

Resident 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 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.

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 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.
- 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).

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

**SIGNED BY OR BEHALF OF
THE PROPRIETOR**
Bizet McCormack

In the presence of:

Proprietor

Name of Witness

Address of Witness : C/O Glenaulin Nursing Home, Lucan Road , Chapelizod , Dublin 20.

**SIGNED BY
THE RESIDENT or RESIDENTS REPRESENTATIVE**

Resident

Representative

In the presence of:

Name of Witness

Address of Witness: C/O Glenaulin Nursing Home, Lucan Road , Chapelizod , Dublin 20.

Schedule 1

Part 1

The Services to be provided by the Proprietor to the Resident.

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

1. The Proprietor and the Resident agree that the Proprietor shall provide the following Services to the Resident for the fee specified in Part 2 of Schedule 1:
 - (a) Bed and board;
 - (b) Nursing and personal care appropriate to the level of care needs of the Resident;
 - (c) Bedding;
 - (d) Laundry Service; and
 - (e) Basic aids and appliances necessary to assist the Resident with the activities of daily living.

Part 2

Where the Resident is a person who has been approved to receive State Support in accordance with the Act, the fees payable by the Resident to the Proprietor for the Services specified in Part 1 of Schedule 1 to this Agreement shall, with effect from the date on which the Resident enters the Nursing Home or such other date (if any) specified by the Proprietor and agreed with the Resident, be the sum equal to the Nursing Home Support Scheme fee as may be agreed from time to time between the Proprietor and the National Treatment Purchase Fund as the agreed amount.

The Proprietor and the Resident hereby agree that where the National Treatment Purchase Fund and the Proprietor agree at any time to amend/vary in any way the Nursing Home Support Scheme fee, the Proprietor shall be entitled forthwith to amend Part 3 of Schedule 1 to this Schedule (without any requirement to serve notice under Clause 3.3 of this Agreement) to reflect:

- (i) that the fee payable by the Resident to the Proprietor under Part 2 of this Schedule 1 shall be a sum equal to the amended/varied Nursing Home Support Scheme fee as may be agreed from time to time between the Proprietor and the National Treatment Purchase Fund as the agreed amount; and
- (ii) the date from which such revised fee shall be payable.

The fee payable under this Part 2 shall be set out in Part 3 to this Schedule 1.

Part 3

The current weekly fee payable by the Resident to the Proprietor for the provision of Services specified in Part 1 of Schedule 1 with effect from _____ is

xxxxxxx **per week**

which fee is equal to the Nursing Home Support Scheme fee currently agreed between the Proprietor and the National Treatment Purchase Fund.

This fee shall be subject to review and amendment in the case of respite care or where transitional funding arrangements are in place.

Schedule 2

Part 1

2. 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) *Social programmes.*

*** 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:

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:

- (a) *All therapies;*
- (b) *Incontinence wear;*
- (c) *Chiropody;*
- (d) *Dry cleaning and/or specialised laundry service;*
- (e) *Ophthalmic and Dental Services;*
- (f) *Transport (including care assistant costs);*
- (g) *Specialist wheelchairs;*
- (h) *Hairdressing and other similar services;*
- (i) *Social programmes;*
- (j) *Daily delivery of newspapers;*
- (k) *Specialist beds;*
- (l) *Specialist mattresses;*
- (m) *Specialist equipment; and*
- (n) *Any other service that may be agreed between the Parties.*

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

For more details please see the NHI "Standard Fee Provisions" document which will be provided to you separately.

*** The Parties to this Agreement understand that the Services referred to in Paragraph (a) to (n) inclusive above may be provided to the Resident by the Proprietor and/or any third party service provider with whom the Proprietor has a contractual relationship in accordance with: (i) all applicable legislative and regulatory requirements; and (ii) the fee/cost paying arrangement set out in Part 2 of Schedule 3.**

In all cases where the Resident is a private patient of a medical practitioner, the supply of drugs and medication will also be private and the appropriate charge will be made.

Charges may also be made for items not included on the GMS or Hardship Schemes including for example specialist dressings.

Part 2

Where the Resident is a person who has been approved to receive State Support in accordance with the Act, in addition to the fees payable by the Resident to the Proprietor under Part 2 of Schedule 1 and Part 2 of Schedule 2, the Parties agree that the Resident shall also pay to the Proprietor the following fees for those goods/services provided by the Proprietor to the Resident as more particularly specified in Part 1 of Schedule 3:

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;
 - (b) Nursing and personal care (which does not include specialist equipment) appropriate to the level of care needs of the Resident;
 - (c) Bedding;
 - (d) Laundry Service;
 - (e) Basic aids and appliances necessary to assist the Resident with the activities of daily living;
 - (f) All therapies;
 - (g) Incontinence wear;
 - (h) Chiropody;
 - (i) Dry cleaning;
 - (j) Ophthalmic and Dental Services;
 - (k) Transport (including care assistant costs);
 - (l) Specialist Equipment;
 - (m) Specialist wheelchairs;
 - (n) Specialist beds;
 - (o) Specialist mattresses;
 - (q) Hairdressing and other similar services;
 - (r) Social programmes;
 - (s) Daily delivery of newspapers; and
 - (t) 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 (t) inclusive may be provided to the Resident by the Proprietor and/or any third party service provider with whom the Proprietor has a contractual relationship in accordance with:**

- (i) all applicable legislative and regulatory requirements; and**
- (ii) the fee/cost paying arrangement set out in Part 2 of Schedule 4.**

In all cases where the Resident is a private patient of a medical practitioner, the supply of drugs and medication will also be private and the appropriate charge will be made.

Charges may also be made for items not included on the GMS or Hardship Schemes including for example specialist dressings.

Part 2

Where the Resident is a person other than a person who has been approved to receive State Support in accordance with the Act, the fees payable by the Resident for the Services specified in Part 1 of Schedule 4 are as follows:

xxxxx per week

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

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