

# Milford Nursing Home Contract for Care

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## THIS AGREEMENT EFFECTIVE FROM DATE OF ADMISSION

made

### BETWEEN

Milford Nursing Home, Plassey Park Road, Castletroy, Co. Limerick, V94 H795  
(hereinafter the "Proprietor")

### AND

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

(hereinafter the "Resident")

### AND

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

(hereinafter the "Guarantor")

<p><b><u>THE GUARANTOR IS REFERRED IN PARTICULAR TO CLAUSES 3.3, 3.9, 3.10, 3.11, 13 and 14 REGARDING THEIR OBLIGATIONS</u></b></p>
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### DATE OF ADMISSION

\_\_\_\_\_  
(To be Completed by Milford Nursing Home)

### ROOM NUMBER

\_\_\_\_\_  
(To be Completed by Milford Nursing Home)

### BACKGROUND TO AGREEMENT

- A. The Proprietor operates the Nursing Home and provides residential care to its Residents.
- B. The Nursing Home is on the register of designated centres under the *Health Act 2007*.
- C. The Resident requires residential care services.
- D. The Guarantor is entering into this agreement to guarantee the payment obligations of the Resident.
- E. This Agreement sets out all the charges, terms and conditions concerning the care and welfare of the Resident in the Nursing Home.

# Milford Nursing Home Contract for Care

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## Contents

1	DEFINITIONS/ABBREVIATIONS .....	3
2	SERVICES .....	4
3	FEES .....	4
4	DUTIES OF THE PROPRIETOR.....	6
5	DUTIES OF THE RESIDENT .....	8
6	RESIDENTS RIGHTS AND OBLIGATIONS .....	10
7	REGISTERED PROVIDERS RIGHTS & OBLIGATIONS .....	10
8	DURATION AND TERMINATION .....	11
9	TERMINATION IN EXCEPTIONAL CIRCUMSTANCES.....	12
10	CONSEQUENCES OF TERMINATION.....	12
11	SEVERANCE .....	13
12	FORCE MAJEURE .....	13
13	INDEPENDENT LEGAL ADVICE.....	13
14	VARIATION .....	13
15	EXCLUSION.....	13
16	WAIVER.....	14
17	HOW WE PROCESS YOUR PERSONAL DATA.....	14
18	ASSIGNMENT AND OTHER DEALINGS .....	14
19	NOTICES .....	14
20	MEDIATION.....	14
21	GOVERNING LAW AND JURISDICTION.....	15
22	INSURANCE/RESIDENT'S PROPERTY .....	15
	SCHEDULE 1 – SERVICES / FEES .....	18
	SCHEDULE 2 - ADMISSION FORM.....	20
	SCHEDULE 3 – APPLICATIONS FOR STATE SUPPORT UNDER THE NURSING HOMES SUPPORT SCHEME .....	21

# Milford Nursing Home Contract for Care

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## IT IS AGREED AS FOLLOWS:

### 1 DEFINITIONS/ABBREVIATIONS

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

**"MNH"** means Milford Nursing Home;

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

**"Services"** means those services being Long-Term Residential Care Services to be provided to you under these Terms and Conditions; particularly those services as set out in Schedule 1 Part A;

**"Additional Services"** means additional and/or ancillary services which may be identified in your Care Plan and are not provided to you under the Nursing Homes Support Scheme – see Schedule 1, Part B;

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

**"Nursing Home"** means the Proprietor's Nursing Home situated at Plassey Park Road, Castletroy, Co. Limerick, V94 H795;

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

**"State Support"** means state support as defined in the Act;

**"Fees"** means the fees due by you to us for your residence at Milford Nursing Home and our provision of Residential Care Services (including any Additional Fees incurred by you);

**"Additional Fees"** means fees incurred by you in relation to receipt of Additional Services and/or ancillary services, and/or our provision of equipment beyond that which we are required to provide under statute or because we have insufficient resources;

**"Care Plan"** means the care plan in respect of your welfare and health needs, and as updated, amended and modified from time to time;

**"Contract"** means the agreement to provide Long Term Residential Care Services, and if relevant, Additional Services, as set out in these terms and conditions;

**"Registered Provider"** means Milford Nursing Home;

**"Representative(s)"** means a nominated person or organisation acting on your behalf;

**"NTPF"** means National Treatment Purchase Fund.

# Milford Nursing Home Contract for Care

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## **2 SERVICES**

- 2.1 The Services (details of which are set out in Schedule 1, Part A) are provided to all Residents of the Nursing Home. The Additional Services (details of which are set out in Schedule 1, Part B) are available to all Residents on request at an additional cost, subject to availability.
- 2.2 The Proprietor will provide the Resident with a suitable and sufficient level of care to promote the Resident's welfare and wellbeing having regard to the changing nature and extent of the Resident's dependency and needs. These services may, as appropriate, be provided by the Proprietor to the Resident under the direction of a general medical practitioner.
- 2.3 The Proprietor shall assign a specified bedroom to the Resident which may change from time to time.
- 2.4 The Proprietor shall ensure that the Resident's needs are at all times set out in an individual Care Plan which shall be developed and agreed following a comprehensive assessment by an appropriate health care professional of the health, personal and social care needs of the Resident. The Proprietor shall so far as is reasonably practical arrange to meet the needs of the Resident based on the Care Plan.
- 2.5 The Resident acknowledges that all services to be provided by the Proprietor to the Resident shall be provided in accordance with the terms of this Agreement and that continued residence and/or any payment of fees by the Resident to the Proprietor in respect of such services, shall be deemed acceptance by the Resident, of the terms of this Agreement and any revised charges thereunder.

## **3 FEES**

### **Nursing Home Fees**

- 3.1 The Fees for the Services provided to all Residents of the Nursing Home are set out at Schedule 1, Part A to this Agreement.
- 3.2 The Additional Services are services that the Resident may avail of and will be provided where requested by the Resident. The fees payable for these services are set out in Schedule 1, Part B to this Agreement, also available on Milford Care Centre's website.

Milford Nursing Home (MNH) reserves the right to request payment of Additional Fees in respect of any Additional Services or Additional Equipment. Any Additional Fees incurred by the Resident shall constitute Fees due by the Resident to MNH and shall be paid by the Resident to MNH as follows:

- In the case of Additional Services, these will be charged for on the Resident's regular monthly invoice and

# Milford Nursing Home Contract for Care

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- In the case of equipment, the requirement for additional equipment will be needs based and should be discussed with the Proprietor. Costs for additional equipment will be charged on the Resident's regular monthly invoice.

3.3 Details of how the Resident can apply for State Support are set out at Schedule 3 to this Agreement. If the Resident needs any further information or assistance in relation to the application process, this can be requested from the Proprietor. If the Resident's application for State Support is successful and Milford Nursing Home receives confirmation from the Fair Deal Office regarding the State Support and the Residents Contribution, a revised Schedule 1 will be forwarded to you or your representative(s).

If, for whatever reason, the Resident ceases to receive State Support, Milford Nursing Home will request payment directly from the Resident (or Guarantor where appropriate) for all services provided to the Resident under this Agreement, including those services previously being discharged through State Support. A revised Schedule 1 will be forwarded to you or your representative(s).

3.4 The fees set out in Schedule 1 may, subject to law and regulations, be reviewed and revised by the Proprietor and notified to the Resident, without the need to amend this Agreement, either:

- i) on an annual basis and as per agreed schedule with the NTPF (National Treatment Purchase Fund); and/or
- ii) where there is a change in the services provided to and/or required by the Resident; and/or
- iii) upon re-negotiations between the Proprietor and the NTPF;
- iv) upon service of 21 days written notice by the Proprietor to the other Party or Parties.

In the event that the revised fees are not agreed between the Parties, the Resident may terminate this Agreement upon giving 30 days' notice in writing. In the event that the Resident receives notice of the revised fees and does not dispute them and remains a Resident they are deemed to have accepted the revised fees and shall be liable for payment of same pursuant to the terms of this Agreement.

## **Medical Fees**

3.5 The Resident may be required to pay for drugs, medication, treatment and/or service that is not covered by the General Medical Services Scheme (GMS Scheme).

## **Payment of Fees**

3.6 All fees are required to be discharged in full no later than 21 days following the issuing of an invoice by the Proprietor by means of monthly standing order or direct debit.

3.7 Any non-payment or late payment of fees under this Agreement when due may be subject to interest at a rate of 12% per annum. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount.

# Milford Nursing Home Contract for Care

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- 3.8 Where fees are being paid or supported through the liquidation of assets through the offices of solicitors, accountants, courts or other bodies, the Proprietor may require that suitable undertakings are provided for and on behalf of the Resident to satisfy the Proprietor that the fees will continue to be paid.

## **Payment of Fees by Guarantor**

- 3.9 In consideration of the Proprietor providing the services set out herein to the Resident, the Guarantor confirms and acknowledges that if the Resident fails to discharge all or any part of any invoice issued to the Resident in accordance with the terms of this Agreement within 21 days from the date on which the invoice is issued, the Guarantor shall be joint and severally liable with the Resident for all amounts remaining unpaid.
- 3.10 The Guarantor irrevocably and unconditionally covenants to pay and guarantees payment on demand of all amounts due and owing by the Resident to the Proprietor in accordance with this Agreement, including, but not limited to, all amounts invoiced to the Resident that remain unpaid and all interest payable in accordance with clause 3.9 of this Agreement. A Statement issued by the Proprietor stating the amount due from the Resident shall be conclusive evidence of the amount due from the Guarantor.
- 3.11 The obligations and liabilities of the Guarantor under this Agreement shall be as a sole or primary obligor and not merely as surety. The Guarantor's liability is therefore not dependent on the validity, extent or nature of the Resident's liability.

## **Refund of Fees**

- 3.12 If through death, permanent hospitalisation or unforeseen permanent discharge, the Resident leaves the Nursing Home during a period for which the fees have been paid, subject to notification to the Proprietor which permits the Proprietor to use the Resident's room and bed for another person and not to keep it for the Resident, the said fee shall be refunded by the Proprietor to the Resident or any person lawfully appointed under law or by the Resident to act for and on behalf of the Resident.

## **4 DUTIES OF THE PROPRIETOR**

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

- 4.1 where medical treatment is recommended by a medical practitioner, and agreed by the Resident, that such treatment is facilitated. For the avoidance of doubt, the Proprietor shall not be responsible for payment for such treatment or provision of specialist equipment;

## Milford Nursing Home Contract for Care

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- 4.2 the Care Plan referred to in clause 2.4 of this Agreement shall be prepared no later than 48 hours after the Resident's admission to the Nursing Home. The Care Plan shall be formally reviewed, at intervals not exceeding 4 months, and, where necessary, the Care Plan shall be revised after consultation with the Resident and, where appropriate, the Resident's nominated next-of-kin. The Care Plan, or revised Care Plan, shall be available to the Resident and may, with the consent of the Resident or otherwise where appropriate, be made available to the Resident's nominated next-of-kin;
- 4.3 the Resident may retain his/her own General Practitioner. If they so wish, assistance will be provided by the Nursing Home in organising a General Practitioner, on request from the Resident or their Nominated Representative;
- 4.4 the Resident is provided with the option to avail of facilities for occupation and recreation available to all residents in the Nursing Home;
- 4.5 the Nursing Home makes the services of a pharmacy available to the Resident if required;
- 4.6 the Resident is provided with privacy;
- 4.7 the Resident has access to information concerning current affairs and local matters, radio, television, newspapers and other media, telephone facilities which may be accessed privately and have access to voluntary groups, community resources and events;
- 4.8 the Resident will be provided with arrangements to facilitate the exercise of his/her civil, political and religious rights;
- 4.9 they carefully consider any suggestion from the Resident or from his/her nominated next-of-kin or other relevant persons to maximise the Resident's comfort and care;
- 4.10 the Resident has access to telephone facilities which may be accessed privately and is free to communicate at all times, having regard to his/her and other Residents' well-being, safety and health;
- 4.11 appropriate arrangements are made for the Resident to receive visitors;
- 4.12 they investigate any bona fide complaint made by or on behalf of the Resident and communicate the result of such investigation to the complainant in accordance with established complaints policies and procedures;
- 4.13 ensure that the Resident has access to a safe supply of fresh drinking water at all times, is offered choice at mealtimes and is provided with food and drink and quantities adequate for the Resident's needs;
- 4.14 any dietary restrictions applying to the Resident on medical or religious grounds shall be facilitated;

# Milford Nursing Home Contract for Care

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- 4.15 MNH shall provide facilities for the storage of the Resident's personal property such as jewellery, monies, and other belongings. MNH will keep a record of all items of personal property brought into the Nursing Home by the Resident and notified by the Resident to MNH.

This inventory of personal property is for recording purposes only and MNH shall have no obligations to maintain any such personal property in any particular condition or any responsibility whatsoever to the Resident to keep, protect, manage or otherwise deal with such property in any particular manner;

- 4.16 all reasonable measures are taken to safeguard and protect the Resident from any and all forms of abuse;
- 4.17 the Resident may exercise choice in so far as such exercise does not interfere with the rights of other Residents;
- 4.18 the Resident has access to and retains control over his/her personal property, possessions and finances;
- 4.19 in instances where the Resident lacks the capacity to give informed consent, the next of kin will be informed and their consent requested and recorded;
- 4.20 Resident's Right of Refusal – this right will be respected and noted at all times;
- 4.21 in all cases the dignity of the Resident shall be respected;
- 4.22 in providing the Long-Term Residential Care Services, MNH shall provide the Resident with those items of equipment which MNH has a statutory obligation to provide. Our provision of such equipment shall be subject to the availability of resources (including financial resources, staffing resources and facility capacity), and MNH shall be under no obligation to provide any equipment where MNH does not have available resources to do so or MNH does not have a statutory obligation to do so.

## **5 DUTIES OF THE RESIDENT**

- 5.1 The Resident shall upon admission and for the duration of this Agreement comply with the obligations set out in this clause 5. The Resident shall:
- a. present all medications to any person appointed by the Proprietor 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/her clothing and belongings are clearly marked and/or labelled with the Resident's name;



## Milford Nursing Home Contract for Care

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- 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. if it appears that the Resident's funds necessary to pay the fees due under this Agreement will become depleted within a period of twelve weeks, immediately advise the Proprietor in writing;
  - g. if State Support is withdrawn for whatever reason in respect of the Resident (retrospectively or otherwise), immediately inform the Proprietor in writing and indemnify and keep indemnified the Proprietor against all costs, losses or liabilities arising from such withdrawal or cessation of State Support;
  - h. nominate a next-of-kin and a financial next-of-kin prior to arrival at the Nursing Home (as per Schedule 2 attached), which person shall be contacted by the Proprietor where considered necessary under this Agreement and as appropriate. Any changes to such nominee during the term of this Agreement shall be notified by the Resident to the Proprietor in writing;
  - i. 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;
  - j. comply with all Safety Regulations including fire drills and safety inspections;
  - k. notify the Proprietor promptly of the name of the Resident's appointed medical practitioner and pharmacist;
  - l. ensure that the details required for the Admission Form, set out in Schedule 2 to this Agreement, are duly completed and up to date prior to or on admission; and
  - m. as long as the Resident is in receipt of the Long-Term Residential Care Services, the Resident may use the accommodation facility allocated to the Resident at the Nursing Home (or such alternative accommodation as may be designated from time to time) and use, together with the other Residents and staff of the Nursing Home, the areas specified as being common areas in the Nursing Home in accordance with the policies and procedures of the Nursing Home.
- 5.2 The Resident may journey out from Milford Nursing Home at their own risk and all such absences must be notified to the nurse on duty prior to leaving the premises and again on return. Milford Nursing Home shall have no liability for any Resident for the duration of their absence from the premises and nor shall Milford Nursing Home have any liability for any Resident who leaves the premises without notification.

# Milford Nursing Home Contract for Care

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

## **6 RESIDENT'S RIGHTS & OBLIGATIONS**

### **6.1 RESIDENT'S OBLIGATIONS**

For so long as the Resident resides at the Nursing Home, the Resident shall be obliged to:

- a. respect the privacy and dignity of other Residents and Staff of the Nursing Home;
- b. permit the staff of the Nursing Home to carry out their duties to facilitate the efficient running of the Nursing Home for Residents benefit and welfare and for the benefit and welfare of other Residents in the Nursing Home; and
- c. abide by the policies and procedures applicable in the Nursing Home, as amended, updated, extended and / or superseded from time to time (which we will make available for inspection upon request by you or your Representative(s)).

### **6.2 RESIDENT'S RIGHTS**

Your rights as a Resident are as set out in the Health Act 2007 and the regulations made thereunder, in particular, the Health Act 2007 (Care and Welfare of Residents in Designated Centres for Older People) as amended from time to time, and the *HIQA Standards for Residential Care Settings for Older People in Ireland*.

A summary of your rights as a Resident is contained in the *Resident's Information Booklet*, a copy of which will be provided to you upon admission to the Centre.

## **7 REGISTERED PROVIDER'S RIGHTS & OBLIGATIONS**

### **7.1 REGISTERED PROVIDER'S OBLIGATIONS**

The Registered Provider will, subject to available resources including financial resources, staffing resources and / or facility provide the Long-Term Residential Care Services to you in accordance with its obligations under the Health Act 2007, and the regulations made thereunder, and having regard to the Statement of Purpose and Resident's Information Booklet of the Nursing Home and the HIQA Standards for Residential Care Settings for Older People in Ireland.

### **7.2 REGISTERED PROVIDER'S RIGHTS**

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

# Milford Nursing Home Contract for Care

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- a. 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;
- b. restrict visiting in circumstances where the timing of the visit poses a risk, restrict visits by all persons in times of illness or distress of the Resident or under the direction of the medical practitioner where such restriction is considered by a medical practitioner and/or the Proprietor to be in the best interest of the Resident or in the event of an infection prevention and control risk;
- c. assign any room in the Nursing Home to the Resident. However, it is acknowledged by the Resident that the Proprietor, its servants and assigns may require the Resident to move rooms within the Nursing Home when considered necessary or appropriate by the Proprietor, for the safety of the Resident or any other Resident of the Nursing Home or for such other reasonable reason that may arise; or when such a course of action is considered necessary or appropriate for the purpose of managing the overall allocation of accommodation in the Centre or where the Resident becomes non ambulant and transferred to a room/unit more specific to their needs;
- d. any proposed move from the Resident's allocated room will be discussed in advance with the Resident and/or their Representative(s) and all efforts will be made to agree in advance any proposed move with the Resident and/or their Representative(s);
- e. 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.

## **8 DURATION AND TERMINATION**

- 8.1 This Agreement shall commence on the date of admission and shall terminate in accordance with the provisions set out in this Agreement.
- 8.2 The Resident may terminate this Agreement by notice in writing, not less than 30 days prior to the date upon which such termination becomes effective. The Proprietor shall so far as is practical ensure that any discharge is carried out so that it is safe, planned and agreed between the Proprietor and the Resident. Where the Resident terminates this Agreement without providing notice in accordance with this clause, the Resident shall pay to the Proprietor the following fee in lieu of notice – four weeks' fees.

# Milford Nursing Home Contract for Care

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## **9 TERMINATION IN EXCEPTIONAL CIRCUMSTANCES**

- 9.1 The Proprietor shall have the right to terminate this Agreement with immediate effect in the event that, in the opinion of the Proprietor, following consultation with the Resident or other appropriate person/body:
- a. the Resident becomes disruptive and/or aggressive towards any other Resident of the Nursing Home and/or any member of staff of the Nursing Home and that this behaviour is likely to continue; or
  - b. 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
  - c. any situation whatsoever arises whereby the Proprietor is incapable of operating the Nursing Home or is unable to provide the Private Resident Services in the Nursing Home or is unable to provide the Private Resident Services to the Resident; or
  - d. the overall condition of the Resident creates an unacceptable level of risk to the care of the Resident or any other Resident(s) of the Nursing Home. If this Agreement is terminated in accordance with this clause 9.1(d), the Proprietor shall ensure, insofar as is reasonably practicable, the transfer of the Resident to a facility that can provide appropriate care to the Resident.
- 9.2 The Proprietor shall have the right to terminate this Agreement in the event that the Resident fails to pay all sums due and owing under this Agreement pursuant to a demand for same being made by the Proprietor to the Resident within the timeframe set out in the said demand. The Resident shall be provided with a reasonable period of notice prior to the exercise by the Proprietor of their right to terminate pursuant to this clause 9.2.
- 9.3 The Parties agree that where the Proprietor terminates this Agreement, the Proprietor shall be entitled to discharge the Resident. The Proprietor shall so far as is practical ensure that any discharge is carried out so that it is safe, planned and agreed between the Proprietor and the Resident.

## **10 CONSEQUENCES OF TERMINATION**

- 10.1 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 Resident Services and/or Additional Services supplied but for which no invoice has been submitted, the Proprietor may submit an invoice which shall be payable immediately on receipt;

# Milford Nursing Home Contract for Care

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- b. the following clauses shall continue in force: (clause 15 (Exclusion) clause 19 (Notices)), clause 21 (Governing Law and Jurisdiction)) together with the obligation of the Resident to pay any outstanding unpaid invoice.

10.2 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.

## **11 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.

## **12 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/her property as a result of a force majeure event. A force majeure event shall exist if either Party is hindered in the performance of its obligations pursuant to this Agreement or in the preparation for such performance, as a consequence of war, the threat of war, riot, nuisance, fire, water damage, flood, strike, sit-down-strike, lock-out, import or export embargoes, defective machinery, disruptions in the provision of energy, pandemic, as well as for any other cause that is not within the control or scope of risk of the party concerned.

## **13 INDEPENDENT LEGAL ADVICE**

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

## **14 VARIATION**

Subject to the provisions of clause 3.4, no variation or alteration to this Agreement shall apply unless such variation or alteration has been agreed in writing and signed by the Resident and Proprietor (and Guarantor where appropriate) in accordance with the terms of this Agreement.

## **15 EXCLUSION**

The Proprietor shall not be unreasonably responsible or liable for the loss of any property, belongings, aids, appliances, or valuables of the Resident, or provided to

# Milford Nursing Home Contract for Care

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the Resident for their use, which have not been stored in accordance with the relevant Nursing Home policy.

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

The Resident's Personal Data will be processed in accordance with the Proprietor's Data Protection policy, which is available on request.

## **18 ASSIGNMENT AND OTHER DEALINGS**

18.1 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.

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

## **19 NOTICES**

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

- a. 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 email at the address set out in this Agreement.

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

## **20 MEDIATION**

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

20.2 Unless otherwise agreed, the mediation will start not later than 28 days after the

# Milford Nursing Home Contract for Care

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date of the Notice. No party may commence any court proceedings in relation to any dispute arising out of this agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

## **21 GOVERNING LAW AND JURISDICTION**

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

## **22 INSURANCE/RESIDENT'S PROPERTY**

Milford Nursing Home will effect adequate insurance cover in respect of its activities, public liability, employer liability, professional indemnity, etc. and will upon request provide evidence that such cover is in force.

Residents are requested to only keep essential amounts of cash and non valuable items in their rooms. All items, other than essentials must be covered by the Resident's own insurance. A detailed list of valuable items brought into the Nursing Home by a Resident will be entered in the Nursing Home Valuables Book upon admission. Thereafter, upon request to the Person-in-Charge, valuables can be locked away for safekeeping by the Nursing Home, when not in use.

Under no circumstances will Milford Nursing Home be responsible or liable for the theft by any person whomsoever or disappearance of any property or valuables of the Resident which have not been given to the Person in Charge by the Resident for safe keeping and recorded accordingly.

# Milford Nursing Home Contract for Care

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**SIGNED BY  
THE REGISTERED PROVIDER / PROPRIETOR**

\_\_\_\_\_  
**Registered Provider/Proprietor**

\_\_\_\_\_  
**Date**

**SIGNED BY  
THE RESIDENT OR REPRESENTATIVE**

\_\_\_\_\_  
**Resident OR Representative**

In the presence of:

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

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

\_\_\_\_\_  
**Date**

**OR**

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

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

In the presence of:

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

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

\_\_\_\_\_  
**Date**



# Milford Nursing Home Contract for Care

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**SIGNED BY  
THE GUARANTOR**

(cannot be the Resident)

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

\_\_\_\_\_  
(Print Name)

**In the presence of:**

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

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

\_\_\_\_\_  
**Date**

By signing this Guarantee the Guarantor acknowledges that they have been free to secure independent legal advice as to the nature and effect of all of the provisions of this Agreement and that they have either taken such independent legal advice or dispensed with the necessity of doing so. Further, the Guarantor confirms that he/she understands fully the nature of the obligations that they are undertaking by signing this Agreement and that they intend to be fully bound by the terms of this Agreement by signing it.

# Milford Nursing Home Contract for Care

## Schedule 1 - Services

### Part A - Fees

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

<b>SERVICES</b>
(a) Bed and board in a single occupancy room;
(b) Nursing and personal care appropriate to the level of care needs of the Resident;
(c) Bedding;
(d) Laundry Service excluding clothing that requires specialist care e.g. dry cleaning or hand washing;
(e) Basic aids and appliances necessary to assist the Resident with the activities of daily living.

The agreed rates for the provision of the above services is per the following schedule:

<b>Rates applicable from:</b>	<b>Daily</b>	<b>Weekly</b>
1 <sup>st</sup> April 2023 to 29 <sup>th</sup> February 2024	€172.86	€1,210.00

### Resident Fees

The weekly rate payable by the Resident to the Proprietor for the provision of the above services is as follows:

<b>State Support (if applicable)</b>	<b>€</b>
<b>Transitional/Other HSE Funding*</b>	<b>€</b>
<b>Resident's Contribution**</b>	<b>€ see above</b>

\*Transitional/Other HSE Funding is temporary and once a Fair Deal application is finalised the Schedule 1 document will be updated to reflect the Fair Deal rate and the revised Resident's contribution.

\*\*This is the rate payable until such time as a Fair Deal application (if applicable) is finalised and the Schedule 1 document will be updated to reflect the Fair Deal rate and the revised Resident's contribution.

# Milford Nursing Home Contract for Care

## Part B – Additional Services

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

	<b>SERVICE</b>	<b>FEE</b>
(a)	Chiropody	As charged by Chiropodist and recouped
(b)	Hairdressing	Price List on display in Hairdressing Salon
(c)	Newspapers	As per current national daily rates
(d)	Pharmacy	As charged by Pharmacy and recouped
(e)	Taxis	As charged by Taxi Company and recouped
(f)	Physiotherapy	Limited service available – No charge
(g)	Occupational Therapy	Limited service available – No charge
(h)	Dietician Services	Limited service available – No charge
(i)	Speech and Language Therapy	Limited service available – No charge
(j)	Complementary Therapies	Limited service available – No charge
(k)	Horticulture Therapy	Limited service available – No charge
(l)	Art Classes	Limited service available – No charge
(m)	Music Therapy	Limited service available – No charge

The availability of the above range of Services may change from time to time due to changing circumstances and in all such instances the Resident will be fully informed by Nursing Home personnel of the change that has occurred.

Residents may have access to Milford Day Care Services on a basis to be agreed between the Resident and Milford Nursing Home at no additional cost.

HSE Funded Services will be accessed in accordance with arrangements and eligibility criteria as approved by HSE.

# Milford Nursing Home Contract for Care

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

TO BE COMPLETED BY RESIDENT/NOMINATED REPRESENTATIVE/GUARANTOR

<b>Surname:</b>	
<b>First Name(s):</b>	
<b>Address:</b>	
<b>Date of Birth:</b>	
<b>Telephone:</b>	
<b>PPS Number: (if relevant)</b>	
<b>Medical Card Number: (if relevant)</b>	
<b>Nominated Next of Kin:</b>	<b>Name:</b> <b>Address:</b>  <b>Tel No:</b> <b>Email:</b>
<b>Nominated Financial Next of Kin:</b>	<b>Name:</b> <b>Address:</b>  <b>Tel No:</b> <b>Email:</b>
<b>Name &amp; Address of Solicitor</b> <small>(Please Print in Capitals)</small>	
<b>General Practitioner:</b>	
<b>Address of General Practitioner:</b>	
<b>Telephone Number of General Practitioner:</b>	
<b>Name, Address, Telephone Number of Pharmacist</b> <small>(if different from the Proprietor's usual Pharmacist of choice)</small>	
<b>Letter of Discharge from Hospital, if appropriate:</b>	
<b>Room No:</b>	
<b>Date Completed:</b>	

# Milford Nursing Home Contract for Care

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## **Schedule 3 – Applications for State Support under the Nursing Homes Support Scheme**

The Nursing Homes Support Scheme, also known as the 'Fair Deal Scheme', is a scheme of financial support operated by the HSE for people who need long-term nursing home care. The amount of financial support will depend on the means of the Resident and will be determined by the HSE following a financial assessment. If a Resident is accepted into the Scheme, the State will provide financial support in relation to certain services that are provided by nursing homes, including:

- i) nursing and personal care appropriate to the level of care needs of the person;
- ii) basic aids and appliances necessary to assist a person with the activities of daily living;
- iii) bed and board; and
- iv) laundry service.

Where a Resident is admitted as a Private Resident and is subsequently admitted to the Support Scheme, the Proprietor will refund any monies which have been paid privately by the Resident which are subsequently refunded by the HSE.

The Resident will be issued with a new revised Schedule 1 reflecting the Resident's updated financial status.

Please note that the Additional Individual Services are not covered by State Support and there may be other services/equipment provided by the Proprietor to the Resident which are not covered by State Support and which will have to be paid for by the Resident.

The application process for State Support is set out in detail in the Nursing Homes Support Scheme information booklet which can be obtained from your local Nursing Homes Support Office whose contact details are as follows:

### **Dublin South, Wicklow and Kildare**

HSE Nursing Homes Support Office, Oak House, Millennium Park, Naas, Co Kildare. Tel: 045 880400

### **Dublin North City and County**

HSE Nursing Homes Support Office, Civic Office, Main Street, Ballymun, Dublin 9.  
Tel: 01 8467148

### **Limerick, Clare and North Tipperary**

HSE Nursing Homes Support Office, St Joseph's Hospital, Mulgrave Street, Limerick.  
Tel: 061 461499

### **Louth/Meath**

HSE Nursing Homes Support Office, Unit 3 Ardee Business Park, Hale Street, Ardee.  
Tel: 041 6871515/529/525

## Milford Nursing Home Contract for Care

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### **Tipperary South**

HSE Nursing Homes Support Office, Community Care Centre, Western Road, Clonmel.

Tel: 052 6177283

Application forms and information about the scheme are also available on the HSE's website, [www.hse.ie](http://www.hse.ie)

You can also phone the HSE for information on 1850 24 1850.