TLC Centre Citywest

Residents Guide

NURSING HOMES
A PLACE FOR LIVING

November 2018
TLC Centre Citywest

Address: TLC Centre, Cooldown Commons, Fortunestown Lane, Citywest, Co Dublin.
Phone: 01-4689300
Fax: 01-4689301
Email: citywest@tlccentre.ie

November 2018
Welcome to TLC Centre Citywest

Welcome message from our Chairman Mr. Michael Fetherston and
Chief Executive Officer Noel Mulvihill

A Chara,

The simple message of TLC Centre is that it is a ‘Place for Living’, where you can enjoy a fulfilling and excellent quality of life coupled with the best Medical & Nursing Care available.

Located in Cooldown Commons, Fortunestown Lane, Citywest, the TLC Centre is a luxury nursing home designed to meet your special needs, in pleasant surroundings, whilst facilitating independence, on either a permanent or temporary basis. Whether you are ready to simplify life, require 24 hour care, or just need a little assistance with day-to-day activities, we will provide you with care and expert medical and nursing attention. Our services and amenities will allow you to fully optimize your retirement years.

A variety of health promotion activities and social events are scheduled by our events manager and team of activity co-coordinators, ranging from bingo, movies, arts and crafts, cards and the door is always open for visitors, friends and family.

Assisted bathing and hydrotherapy is also available to all residents. However, there are also large drawing rooms respecting a desire for your privacy, reading, listening to music or just relaxing. Our dining rooms offer a diverse dining program with a variety of menu choices. A nurse’s call bell can be found in each bedroom and bathroom.

Our aim is to make your stay as comfortable and enjoyable as possible, so please let us know if there is anything we can do for you.

Warm Regards,

Michael Fetherston
Chairman
Phone: 01-6549600

Noel Mulvihill
Chief Executive Officer
Phone: 01-6549600

November 2018
About TLC Citywest (Our Purpose and Function)

Situated in Fortunestown Lane, Citywest, TLC Centre is a purpose built Residential Care Centre for older persons. The ethos of TLC Citywest is to promote an individualised person-centred approach to care for residents and their families who choose to live in TLC. Our aim is to ensure freedom of choice, promote dignity and respect within a safe, friendly and homely environment. All staff encourage residents to maximise their independence, achieve their potential and maintain interests. We support residents to develop new friendships and participate in activities appropriate to their needs.

Our Vision

Our vision is to lead in the provision of high quality care that reflects a secure and safe home like environment while providing professional services for the residents, families and community in a cost effective manner.

Our Values

We are committed to promoting the independence of our residents, personally, medically, psychologically, socially and spiritually. We value the individuality of each resident that comes to live in TLC Centre.

We are a team of individuals that are dedicated and committed to our shared vision.

We invite you to read our Statement of Purpose and Function which is available at the Reception desk for more information on TLC Centre.

November 2018
## Services and Facilities Provided

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<thead>
<tr>
<th>Services and Facilities Provided</th>
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<tr>
<td>24 Hour GP Service</td>
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<td>Physiotherapy</td>
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<td>Dietician</td>
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<td>Occupational Therapist</td>
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<td>Tissue Viability Specialist</td>
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<td>Chiropody</td>
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<td>Complimentary Therapies</td>
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<tr>
<td>Ophthalmologist</td>
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<td>Speech and Language Therapist</td>
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<td>Dental</td>
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<td>Hairdresser</td>
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<td>Activities</td>
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<td>Pet Therapy</td>
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<td>Exercise</td>
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<td>Outings</td>
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<td>Hydrotherapy</td>
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<td>Oratory / Prayer Services</td>
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<tr>
<td>Transport</td>
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<tr>
<td>Catering (including parties and social functions)</td>
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<td>Laundry</td>
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<td>Dry Cleaning</td>
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<tr>
<td>Cinema Room with Sky Digital</td>
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*Some services are fully provided within the fee, others are provided in conjunction with the HSE or by private arrangement and are subject to a fee. Please consult the Statement of Purpose and Function or your Contract of Care (find attached a standard copy of the Contract of Care for reference purposes).*
### Activities and Social Gatherings

<table>
<thead>
<tr>
<th>Pet Therapy</th>
<th>Mass</th>
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<th>Arts &amp; Crafts</th>
<th>Live Music and Bands</th>
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<th>Pottery</th>
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<th>Baking</th>
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<th>Exercise Classes &amp; Imagination Gym</th>
<th>Trips to Theatre</th>
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<th>Music Therapy</th>
<th>Aviva Life Programme</th>
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<th>Yoga</th>
<th>Knitting/Crochet</th>
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<th>Card Games</th>
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<th>Bingo</th>
<th>Fine Dining</th>
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Accommodation and Environment

The centre accommodates 139 persons in both single and twin rooms. The Centre is divided into 4 floors, Ground, 1st, 2nd and 3rd, to allow for the organisation of care.

Each floor has a designated clinical nurse manager, team of nursing staff, senior health care assistants and health care assistants, household and catering staff.

Staff

Person in Charge: Linda McKenna, RGN, Director of Nursing

The person in charge at TLC Citywest is the Director of Nursing, Linda McKenna. Linda is a Registered General Nurse with many years’ experience in gerontological nursing, hospice and palliative care. Linda has a Post-Graduate Diploma in Leadership and Quality Improvement, an MSc in Dementia Studies, Postgraduate Diploma in Gerontology and a BSc in Nursing. Linda is passionate about providing a high quality and person centred service to you and your family, she loves to hear from residents and their families and welcomes feedback on all aspects of the service. Linda likes to have a visible presence on the floors and act as a role model for all staff.

Deputy Persons in Charge: Avril Tupas, RGN & Nivya Baby, RGN

The deputy persons in charge at TLC Citywest are the Assistant Directors of Nursing Avril Tupas and Nivya Baby. Avril and Nivya are Registered General Nurses with many years’ experience in nursing and gerontology. Avril has a MSc. in Healthcare Informatics, diploma in Person Centered Dementia Care, European Certificate in Essential Palliative Care Nursing, Diploma in Clinical Practice in Gerontology Nursing and a Bachelor of Nursing degree. Nivya has MSc in Rehabilitation of Older people and a Bachelor of Nursing degree. They are both committed to ensuring the safety, comfort and wellbeing of each and every resident whilst providing support and direction to staff.

Nurse Managers

Each Floor has an assigned Clinical Nurse Manager (CNM) who will be happy to assist you in anyway.

Ground/3rd Floor: Niamh Brophy & Sweety Sampath
1st Floor: Renny Joseph & Jyothish Nedumcahill
2nd Floor: Zenita Dsouza & Jyothish Joseph

Sweety Sampath also works as a Practice Development Nurse as part of her role.
Day to Day Staffing

At TLC Centre Citywest, we pride ourselves on the quality of our staff and on our staffing levels. Teams of staff, led by clinical nurse managers, staff nurses, senior care assistants and healthcare assistants provide direct care to residents on a 24/7 basis. During the day, there are 7 staff nurses on duty with 5-7 Senior Carers and 15-17 Care Assistants (22 care assistants in total). There are one to two CNMs on duty each day. Throughout the night, 5 nurses and 11 care assistants (inclusive of 1-2 senior care assistants) care for residents under the supervision of the nurse in charge. A large team of allied health professionals support the staff compliment the nursing and care staff in running the centre and ensuring all residents receive holistic, individualised person centred care.

Identifying Staff

To assist you in identifying staff, please see the chart below as a guide to the different uniforms that we wear.

- **Clinical Nurse Manager**: Blue tunic.
- **Staff Nurse**: White tunic.
- **Senior Care Assistant**: Wine tunic.
- **Care Assistant**: Red tunic.
- **Activities Co-ordinator**: Yellow tunic.
- **Domestic Staff**: Black tunic.
- **Waitress**: White blouse/shirt with wine apron and black pants.

*Household and Catering Manager: Iseult Brooks.*

*Head of Finance in TLC Citywest: Caroline Blount.*

*Physiotherapist: Athish Joseph.*

*Head Receptionist: Gillian Russell*

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Maintenance team: Alan Brady, Sean Bayley and John McCormack.

**Special Needs & Interests which we cater for**

**Nursing Care that we provide**

TLC Centre Citywest can accommodate male and female residents (over 18 years of age) up to a maximum of 139 people as per registration (HIQA, 2016). TLC Citywest Centre will provide long term care to meet the health and social needs of people with low/medium/high and maximum dependencies. The range of health and social needs that we can provide care for include individuals who may be living with Stroke; Dementia / Alzheimer’s; Acquired Brain Injury; Physical Disability; Intellectual Disability; Multiple Sclerosis. We also cater for residents who may have for example a Peg tube, Urinary Catheter, Suprapubic catheter, Stomas, and other therapeutic devices. However, for some residents they may only require TLC Citywest as a safe and secure environment in which they can live.

In TLC Citywest we provide 24 hour professional nursing care. Our nursing staff are registered nurses in General Nursing (RGN) and Mental Health Nursing (RPN). In addition to this nurses are trained in additional competencies such as Dementia Care, Palliative Care, Wound Care Management, Venepuncture, Resuscitation, Manual Handling, Diabetes Care, Respiratory Care, Infection Control, Risk Management, Protection of vulnerable adults at risk of abuse, continence promotion, falls prevention/ End of life and palliative care.

TLC Centre Citywest provides end of life care to residents and if needed, have the support from Community Palliative Care Team in Harold’s Cross and Tallaght hospital to attend to palliative care needs of the residents and provide support, education and advice to staff and to residents and their loved ones.

We have an extremely close link with Tallaght Hospital, Gerontontology department and the Community team for Psychiatry of later life.
**Dietary Needs**

At TLC Citywest, we appreciate the value of fine dining and in addition to a wide and varied menu of seasonal dishes and traditional favourites we provide a number of options for those with special dietary needs. We operate a protected mealtime policy to ensure that resident experience is maximised. A full menu of modified consistency diets are available for those with swallowing difficulties. We also cater for the specialised needs of those residents who are unable to eat by mouth, in consultation with the Dietician and our colleagues in the Acute Hospital setting.

**Dementia and Alzheimer’s Care**

TLC Centre Citywest caters for people living with Dementia in a person centered holistic environment. We aim to enhance the quality of life for persons living with Dementia. Our staff receive specialised training and refresher courses on the topic of Dementia to maintain the high quality of care that they provide. We strive to provide a home away from home atmosphere. Our activity team provides a meaningful activity programme that facilitates all our clients.

**Smoking Policy**

Smoking is not permitted in the building within TLC Citywest. All residents who smoke will have a risk assessment completed and a care plan put in place. Some restrictions may need to be imposed for the safety of everyone in the centre.

Residents may smoke in the smoking hut in the rear garden or in a designated area in the front of the building. Relatives may smoke in the smoking hut in the rear garden only.

Residents and Families are kindly asked not to give lighters or cigarettes to other residents in the centre.

**Terms & Conditions relating to residence in TLC Citywest**

A contract of care which outlines the terms and conditions of residence in TLC will be agreed with you on admission. A sample copy can be viewed at the end of this document (appendix 1).
Arrangements for Inspection of the Centre

TLC Centre Citywest is registered with the Health Information and Quality Authority (HIQA) as a designated Residential Care Centre for the Care of Older Persons.

HIQA are a national regulatory body who aim to drive standards and quality in healthcare.

“The purpose of inspection is to gather information on which HIQA can make judgements about the fitness of the registered provider and to report on the quality of the service. This is to ensure that providers are complying with the requirements and conditions of their registration and meet the standards, that they have systems in place to both safeguard the welfare of service users and to provide information and evidence of good and poor practice.

In assessing the overall quality of the service provided, inspectors examine how well the provider has met the requirements of the Health Act 2007, the Health Act 2007 (Care and Welfare of Residents in Designated Centres for Older People), the regulations 2013 (As Amended) and the National Quality Standards for Residential Care Settings for Older People in Ireland (2016)

All inspections can be announced or unannounced, depending on the reason for the inspection and may take place at any time of day or night.

All inspection reports produced by the Health Information and Quality Authority will be published. However, in cases where legal or enforcement activity may arise from the findings of an inspection, the publication of a report will be delayed until that activity is resolved. The reason for this is that the publication of a report may prejudice any proceedings by putting evidence into the public domain.” - Health Information and Quality Authority 2012

You can view all our inspection reports online at www.hiqa.ie, or you can contact reception who will give you a copy

How to contact the Health Information and Quality Authority (HIQA)

<table>
<thead>
<tr>
<th>Office of the Chief Inspector</th>
<th>Contact</th>
<th>Phone Number / Email</th>
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<tbody>
<tr>
<td>Unit 1301 City Gate Mahon Cork</td>
<td>General Information</td>
<td>021 240 9300 <a href="mailto:info@hiqa.ie">info@hiqa.ie</a></td>
</tr>
<tr>
<td></td>
<td>Concerns</td>
<td>Concerns Can be raised with HIQA in the following ways</td>
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<tr>
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<td>• Completing the concerns form on <a href="http://www.hiqa.ie">www.hiqa.ie</a></td>
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<td>• Calling the advice line 021 240 9646</td>
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Health Service Executive – Dublin Mid-Leinster Contact Details

The HSE provides a wide range of services for older people in Ireland. Supports are also available from other agencies like the Department of Social Protection, Local Authorities and Voluntary Organisations. The HSE may be able to guide you on options for financing your care (such as Fair Deal and the Nursing Home Support Scheme), and advise you on the range of services you may be entitled to such as Medical Card (GMS) or Drug Payment Scheme (DPS). If you have any questions, you can also call the HSE info line on 1850 24 1850. The info line is open from Monday - Saturday, 8am - 8pm, for the price of a local call.

Should you need assistance to make contact with the HSE, a member of staff would be happy to assist you or make representations on your behalf.

Your local HSE Office is:

Nursing Home Section
Millennium Park
Naas
Co. Kildare
Phone: 045-880400
Our Complaints Procedure

TLC Centre, Citywest strives to provide a high-quality service to all residents. There is a structured process for receiving and acting upon comments, compliments and complaints. Our policy is to manage all complaints in a sensitive, timely and effective manner that protects the rights, privacy, dignity and confidentiality of all those involved.

Complaints will be used to inform continuous quality improvement and ensure that all residents receive the best care possible. If you advise a senior staff member of the issue at the time of occurrence; we can resolve the issue and ensure that the best care is given to residents.

In order to make a complaint, you can do the following:

- Speak to a staff nurse (white uniform), Clinical Nurse Manager (blue uniform), Assistant Director of Nursing (Avril Tupas or Nivya Baby) or Director of Nursing (Linda Kearns) in person or over phone.
- You can also email in a complaint to citywest@tlccentre.ie or to linda.kearns@tlccentre.ie
- You can write a formal complaint and submit it to any member of staff or post/email it to the centre.
- The Director of Nursing will acknowledge written complaints within 5 days of receipt.
- The staff member will complete a complaint form and necessary action will be taken.
- All complaint forms are submitted to the Director of Nursing for review and sign off.
- The Clinical Nurse Manager responsible for the floor or the Director of Nursing will contact you to follow up on actions taken and to ascertain if you are happy with the response and action plan.

Resolution of Complaints:

- TLC Centre Citywest will endeavour to resolve all complaints within 30 days. If this is not possible; we will keep you updated within this timeframe.
- Linda Kearns, Director of Nursing is the Complaints Officer for TLC Citywest.
- Elaine Keane, Director of Clinical Services for TLC Group, reviews all complaints on a quarterly basis.

Appeals/Independent Advice:

- The Appeals Officer for TLC Centre Citywest is: Mr Noel Mulvihill, CEO, TLC HQ, Straffan Road, Maynooth, Co Kildare. Tel: 01 6549600
- SAGE provide an independent advocacy service: Bibiana Savin, Tel: 0860270012, email, bibianasavin@sageadvocacy.ie
- If you are unhappy with the management of the complaint; The office of the Ombudsman provides an impartial, independent and free service. Contact details are as follows: 18 Lower Leeson Street, Dublin 2, Phone: LoCall 1890 22 30 30 or (01) 6395600. There is also a fact sheet from the Office of the Ombudsman displayed at reception and a copy can be given to you on request.
- You can also contact the Health Information & Quality Authority (HIQA) if you have concerns: Dublin Regional Office, Smithfield, George’s Court, George’s lane, Dublin 7 Tel: 01 814 7400, Email: concerns@hiqa.ie or complete a concerns form on their website www.hiqa.ie

Feedback/Suggestions & Compliments:

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We also welcome feedback; comment cards are available in the resident information corner in reception. You can also advise any member of staff if you have a suggestion, feedback or compliment and will ensure that it is acted upon.

**Arrangements for Visiting**

We understand that the decision to move into long-term care can be a stressful time. At TLC Citywest we want to make your transition as smooth as possible. Our Director of Nursing/Assistant Director of Nursing will be happy to meet with you and your family to give you a tour of the building and discuss any personal needs you may have. In order to ensure you receive our uninterrupted attention we would ask that you kindly schedule an appointment in the first instance.

We operate an open visiting policy within TLC Citywest; however to protect our residents we ask that all visitors sign in and out on entering and leaving the premises. We ask all visitors and staff to thoroughly sanitise hands with gels provided. Visiting may be temporarily suspended due to infection control reasons e.g. Noro-Virus/flu. You will be advised by the Director of Nursing if this occurs. As an extra security measure for our residents, the front electric gate closes at 9:30 pm and re-opens at 7am which is operated by a key pad. Family/Next of kin/visitors are also asked to respect times of the day when residents are receiving intimate care e.g. getting up in the morning, and mealtimes when planning to visit. When a resident is very ill or receiving palliative care, family members/next of kin will be facilitated to stay as long as they feel necessary and will be supported by all TLC Citywest staff.

Residents are free to go out socially with their families, stay overnight or go on holidays if their physical or psychological condition allows and if their relatives are capable of caring safely for them.

A room can be provided if family members wish to arrange private parties e.g., birthday parties, anniversary etc. and catering can be facilitated by our own catering department. Iseult Brooks our Household and Catering Manager can assist you with your plans.

TLC Citywest reserves the right to impose restrictions on visiting arrangements where the visit or time of visit is deemed to pose a risk or where the resident requests restrictions.
Registered Provider

The Registered provider is TLC Nursing Home Ltd. The designated representative of the provider is:

Chief Executive Officer: Noel Mulvihill

Address: TLC Centre, Straffan Road, Maynooth, Co. Kildare.

Telephone: 01-6549300

Membership of Nursing Homes Ireland

As a member of Nursing Homes Ireland, we are committed to their shared vision and goals. Nursing Homes Ireland is the single representative body for the private and voluntary nursing homes sector in Ireland and is therefore a key part of the Irish health service. Their vision is to ensure that all residents of nursing homes will receive high quality care. As a single representative body Nursing Homes Ireland, alongside the Government and other key stakeholders can influence important health decisions and policies which affect residential care services. The mission statement of NHI states that members are committed to the provision of high standards of care, support and respect for older people who are resident in nursing homes.
## Advocacy Groups and Services

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<tr>
<th>Advocacy Group</th>
<th>Phone Number</th>
<th>Fax Number</th>
<th>Contact Name</th>
<th>Email address</th>
<th>Postal address</th>
</tr>
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<tr>
<td>SAGE Advocacy</td>
<td>01- 536 7330</td>
<td></td>
<td>Bibiana Savin</td>
<td><a href="mailto:bibiana.savin@sage.thirdageireland.ie">bibiana.savin@sage.thirdageireland.ie</a></td>
<td>24-26 Ormond Quay Upr, Dublin 7</td>
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<tr>
<td></td>
<td>Mob: 086 0270012</td>
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<tr>
<td>Age Action Ireland</td>
<td>01 475 6989</td>
<td>01 475 6011</td>
<td></td>
<td><a href="mailto:info@ageaction.ie">info@ageaction.ie</a></td>
<td>Age Action Ireland Ltd, 30/31 Lower Camden Street, Dublin2</td>
</tr>
<tr>
<td>Irish Patients Association</td>
<td>01 272 2555</td>
<td>01 272 2506</td>
<td>Stephen Mc Mahon</td>
<td><a href="mailto:stephenmcmahon@eircom.net">stephenmcmahon@eircom.net</a></td>
<td>Irish Patients Association, Unit 2, 24 Church Road, Ballybrack, County Dublin</td>
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<td><a href="http://www.irishpatients.ie">www.irishpatients.ie</a></td>
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<td><a href="mailto:info@irishpatients.ie">info@irishpatients.ie</a></td>
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<tr>
<td>Patient Focus</td>
<td>01 885 1611 01 885 1617 01 885 1633</td>
<td></td>
<td>Cathriona Molloy Shelia O’ Connor Jim Reilly</td>
<td><a href="mailto:support@patientfocus.ie">support@patientfocus.ie</a></td>
<td>Patient Focus, Unit 9A Sky Business Centre, Plato Business Park, Damastown, Dublin 15</td>
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<tr>
<td>Protection of Older people Elder Abuse Services</td>
<td>045-981810</td>
<td></td>
<td>Siobhan Nunn</td>
<td>safeguarding@<a href="mailto:cho7@hse.ie">cho7@hse.ie</a></td>
<td>Beech House, 101/102 Naas Business Park, Naas, Co Kildare</td>
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In Conclusion

We are delighted that you have chosen TLC Centre Citywest as your preferred place of care and we trust that you will have a happy and fulfilling stay with us. We acknowledge that moving into 24hr care may be a challenging and daunting experience and therefore we wish to assist you in your transition. Our staff are friendly and approachable and are always willing to listen to any questions or concerns you may have.

For further information on this booklet or indeed on any aspect of your care please contact your Director of Nursing, Linda McKenna phone 01 -4689300 or email linda.kearns@tlccentre.ie

Or

Email- citywest@tlccentre.ie
CONTRACT FOR THE PROVISION OF CARE SERVICES

WHEREBY

THE PROPRIETOR(S)

OF

TLC West Ltd

SHALL PROVIDE CARE SERVICES & GOODS

TO
PURSUANT TO THIS AGREEMENT AND REGULATION 24

OF THE HEALTH ACT 2007

(CARE AND WELFARE OF RESIDENTS IN DESIGNATED CENTRES FOR OLDER PEOPLE)

REGULATIONS 2013

THIS CONTRACT FOR THE PROVISION OF CARE SERVICES (the ‘Agreement’) is made

THIS DAY OF 20

BETWEEN

November 2018
TLC West Ltd., Cooldown Commons, Fortunestown Lane, Citywest, Dublin 24.

(the ‘Proprietor’)

AND

(the ‘Signatory’)

[Insert Full Name and Address of Signatory]

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

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

RECITALS

A. TLC West Ltd is a designated centre within the meaning of the Act of 2007 and the Regulations of 2013.

B. TLC West Ltd is currently registered by the HSE as an approved nursing home for the purposes of the Act of 2009.

C. The Proprietor enjoys the legal capacity to enter into this Agreement with the Resident.

D. The Signatory has confirmed to the Proprietor that he/she possess the requisite capacity to enter into this Agreement (for and/or on behalf of the Resident) and the Proprietor has relied on such confirmation.

E. The Resident requires to receive Care Services in TLC West Ltd subject to and in accordance with the terms and conditions of this Agreement.

F. The Parties acknowledge that the execution of this Agreement in writing is necessary to enable compliance by the Parties with all applicable legislative and regulatory requirements, including the Regulations of 2013.

G. The Resident Term is ________________________________

November 2018
NOW IT IS HEREBY AGREED AS FOLLOWS:

1. **Definitions**

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

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

‘**Act of 2009**’ means the Nursing Home Support Scheme Act 2009 as may be amended from time to time.

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

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

‘**Commencement Date**’ means the commencement date of this Agreement namely [___/_____/______].

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

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

‘**Force majeure event**’ arises where either Party is hindered in the performance of its obligations under this Agreement or in the preparation for such performance, as a consequence of war, the threat of war, riot, nuisance, fire, water damage, flood, strike, sit down strike, lock out, import or export embargoes, defective machinery, disruptions in the provision of energy, as well as for any other cause that is not within the control or scope of risk of the party concerned.

‘**Guarantee**’ means the guarantee executed between the Proprietor, the Resident and the Guarantor prior to the execution of this Agreement and appended as Schedule 4 of this Agreement.

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

‘**HSE**’ means the Health Service Executive.

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

‘**Maximum Permitted Amount**’ means the maximum rate agreed between the Proprietor and the NTPF for Long-Term Residential Care Services pursuant to Section 41 of the Act of 2009.
‘Non Long-term Residential Care Services’ means those care services and goods more particularly listed by agreement of the Parties in Column 1 of Schedule 2, Paragraph B of this Agreement.

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

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

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

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

‘Resident’ is the person named as the Resident in the Admission Form being the person entitled to receive Care Services in TLC West Ltd subject to and in accordance with the terms and conditions of this Agreement.

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

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

1.2 Words importing the singular number shall include the plural and vice versa and words importing the masculine gender only shall include the feminine and neuter genders and words importing persons shall include firms, corporations, trusts, companies and incorporated and unincorporated bodies. Marginal notes and headings herein are inserted for convenience only and shall not affect the construction or interpretation hereof and this Agreement shall not be construed strictly against either Party.

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

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

(ii) include all subordinate legislation made from time to time under that statute or statutory provision and as amended, extended or re-enacted from time to time.

1.4 The preamble and all appendices or schedules to this Agreement form an integral and substantial part of this Agreement. This Agreement sets out the entire agreement between the Parties and shall supersede all prior discussions between the Parties and all statements, representations, terms and conditions, warranties, proposals, communications and understandings whenever given and whether orally or in writing by one Party to the other or by any Party to any third party.

2. Capacity & Execution
2.1 Both Parties agree that they have respectively executed this Agreement upon the admission of the Resident to TLC West Ltd.

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

2.3 Each Party confirms for the benefit of other Party that he/she/it possesses the requisite capacity (including legal capacity) and/or authority and/or permissions to execute this Agreement and to enter into the commitments and obligations hereunder and each Party agrees that the other Party is lawfully entitled to rely on the aforesaid confirmation.

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

3. Care Services & Fees

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

(i) provide to the Resident suitable and sufficient care with a view to maintaining the Resident’s welfare and wellbeing having regard to the nature and extent of the Resident’s dependency and needs in accordance with the Regulations of 2013, as outlined in the Statement of Purpose, Resident’s Booklet (at appendix 1) and as appropriate under the direction of a General Medical Practitioner from time to time; and

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

Fair Deal Resident

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

(a) Long-term Residential Care Services without imposing on the Signatory (and/or as applicable the Resident) any fee or charge whatsoever for any Long-term Residential Care Service provided by the Proprietor to the Resident in TLC West Ltd, save the agreed weekly contribution by the resident, which is determined and agreed through the HSE financial assessment [_________________________]; and Weekly Supplementary Charge of €25.00.

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

November 2018
this Agreement and the Signatory agrees to pay and/or procure such payment to the Proprietor in a prompt fashion.

Resident other than a Fair Deal Resident

3.3 The Parties agree, in accordance with Regulation 24 of the Regulations of 2013, that where (i) the Resident is not a Fair Deal Resident or (ii) for any reason whatsoever ceases to be a Fair Deal Resident during the term of this Agreement, the Proprietor shall provide the Care Services as specifically specified in Schedule 2, Paragraphs A & B of this Agreement for the following agreed weekly rate of €1,239.00 payable monthly in advance to the Proprietor:

3.4 Notwithstanding anything contained in Clauses 3.2 or 3.3 of this Agreement, any Care Service which is specifically listed in Column 2 of Schedule 2, Paragraph B of this Agreement may be provided to the Resident by the Proprietor and/or any third party service provider with whom the Proprietor has a contractual relationship in accordance with all applicable legislative/regulatory requirements and the fee/cost paying arrangement set out in Column 2 of Schedule 2, Paragraph B of this Agreement shall apply. For the avoidance of doubt, in all cases where the Resident is a private patient of a medical practitioner, the supply of drugs and medication will also be private and the appropriate charge will be made by the pharmacy provider.

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

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

3.7 Where the Resident leaves TLC West Ltd voluntarily during any period in respect of which the fees under this Agreement have been paid, the said fees shall not be refunded by the Proprietor to the Signatory or the Resident, except as may otherwise be agreed between the Parties.

3.8 If through death, permanent hospitalisation or unforeseen permanent discharge, a Resident leaves TLC West Ltd during a period for which the fees have been paid, the said fee may be refunded by the Proprietor to the Signatory or the Resident or the Resident’s Family, as appropriate.

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

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

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

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

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

4. **Duties of the Proprietor**

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

4.1 ensure that where medical treatment is recommended by a medical practitioner and agreed by the Resident such treatment is facilitated; in the event that this treatment or diagnostic services cannot be provided in TLC West Ltd and where is it agreed that it is in the best interest of the resident, temporary transfer to an acute facility will be arranged.

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

4.3 ensure that the Resident is provided with the option to avail of facilities for occupation and recreation available to all residents in TLC West Ltd;

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

November 2018
4.5 provide the Resident with arrangements to facilitate, insofar as is reasonably practicable, the exercise of the Resident's civil, political and religious rights and ensure insofar as is reasonably practicable that the Resident has access to independent advocacy services;

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

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

4.8 ensure that appropriate arrangements are made for the Resident to receive visitors in line with TLC West Ltd's visiting policy and with due regard for the health, safety and wellbeing of all residents.

4.9 investigate any bona fide complaint made by or on behalf of the Resident and communicate the result of such investigation to the complainant in accordance with established complaints policies and procedures at all time in compliance with the Regulations of 2013;

4.10 ensure that the Resident has access to a safe supply of fresh drinking water at all times and is provided with food and drink and quantities adequate for the Resident's needs;

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

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

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

4.14 ensure that all reasonable measures are taken to protect the Resident from all forms of abuse, harm, injury and/or accident; and

4.15 ensure that in all cases the dignity of the Resident shall be respected.

5. **Duration and Termination**

5.1. This Agreement shall commence on the Commencement Date and shall terminate in accordance with the provisions of this Agreement.

5.2. Either Party may terminate this Agreement by notice in writing, delivered or dispatched by registered mail or fax or e-mail as appropriate to the other Party, not less than four weeks prior to the date upon which such termination becomes effective. Where the Resident terminates this Agreement without providing notice in accordance with this Clause, the Resident shall pay to the Proprietor the following fee in lieu of notice € 1,239 per week.

November 2018
5.3 The Parties agree that the Proprietor shall have the right to terminate this Agreement on one day’s written notice in the event that:

(i) the Resident becomes disruptive and/or aggressive towards any other Resident of TLC West Ltd and/or any member of staff of TLC West Ltd; or

(ii) the Proprietor forms the opinion that the Resident’s behaviour is a risk to the health and safety of any Resident of TLC West Ltd and/or any member of staff of TLC West Ltd; or

(iii) any situation whatsoever arises whereby the Proprietor is incapable of operating TLC West Ltd or is unable to provide the Care Services in TLC West Ltd; or

(iv) the Signatory fails to pay all sums due and owing under this Agreement pursuant to a demand made by the Proprietor to the Resident in accordance with Clause 7.6 of this Agreement.

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

6. Consequences of Termination

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

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

7. Requirements for the Resident
7.1 The Signatory shall ensure and procure that upon admission of the Resident to TLC West Ltd and for the duration of this Agreement the Resident shall comply with the following obligations:

(a) (unless otherwise agreed in writing with the Proprietor) present all medications to any person appointed by the Proprietor (including the Director of Nursing or person in charge of TLC West Ltd) upon admission to TLC West Ltd;

(b) take all reasonable steps to ensure that visitors to and relatives of the Resident do not bring into TLC West Ltd medication or food for consumption or use by the Resident without the prior consent of the Proprietor;

(c) ensure that the Resident’s clothing and belongings are clearly marked and/or labelled with the Resident’s name or initials;

(d) comply with all or any arrangement agreed between the Proprietor and Signatory with regard to smoking and alcohol consumption by the Resident in TLC West Ltd;

(e) comply with all reasonable requests and suggestions made by the Proprietor;

(f) ensure the punctual payment within 21 days of a demand by the Proprietor of all fees or sums due or owing to the Proprietor under this Agreement; In the event that fees are not paid within the requisite period, the Proprietor shall have the option of charging interest on the late fees at a rate of EURIBOR plus 4%;

(g) advise the Proprietor in advance within twelve weeks should the funds or the Resident and/or the Signatory (as applicable) necessary to pay the Proprietor punctually for all fees and sums become depleted;

(h) notify the Proprietor promptly of the name of the Resident’s appointed medical practitioner and pharmacist or any changes thereto;

(i) nominate in writing the Resident’s next of kin upon admission to TLC West Ltd, which person shall be contacted by the Proprietor where considered necessary under this Agreement, and as appropriate any changes thereto during the term of this Agreement;

(j) observe all rules laid down by the Proprietor for the orderly operation of TLC West Ltd; and

(k) otherwise ensure that the detail required for the Admission Form in the form set out in Schedule 1 of this Agreement are duly completed and up to date.

7.2 The Resident may leave TLC West Ltd either permanently or temporarily provided that:

(i) the Resident gives such notice as may be prescribed by the Proprietor from time to time;

and

(ii) in the case of temporary absence, both the Resident and the Proprietor have reached a written understanding on the payment of fees under this Agreement.
For the avoidance of doubt, in the absence of such written understanding the fees agreed herein shall continue to be payable by the Resident to the Proprietor for the duration of the temporary absence.

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

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

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

(i) the intentional restriction of the Resident’s involuntary movement where such movement has been diagnosed as such by a medical practitioner;

(ii) the intentional restriction of the Resident’s involuntary behaviour where such behaviour has been diagnosed as such by a medical practitioner; and

(iii) the unintentional or negligent restriction of the Resident’s voluntary movement or behaviour.

8. Powers of the Proprietor

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

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

8.2 restrict visits by all persons in times of illness or distress of the Resident or under the direction of the medical practitioner where such restriction is considered to be in the best interest of the Resident;

8.3 after consultation and with the consent of the Resident or the Signatory as appropriate assign any room in TLC West Ltd to the Resident. However, it is acknowledged by the Signatory that the Proprietor, servants and assigns may require the Resident to move rooms within TLC West Ltd

November 2018
when considered necessary or appropriate by the Proprietor for the safety of the Resident or any other resident of TLC West Ltd;

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

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

8.6 if for whatever reason, the Resident is not entitled to, or ceases to receive financial support under the Act of 2009, demand payment directly from the Resident for all services provided to the Resident under this Agreement and the Resident agrees to discharge all such sums within four weeks of such demand by the Proprietor.

9. Severance

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

10. Force Majeure

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

11. Independent Legal Advice

The Signatory acknowledges and confirms that:

(i) he/she has received or procured the receipt of independent legal advice on the duties and obligations arising under this Agreement and the Guarantee prior to their execution; or

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

12. Variation

November 2018
No variation or alternation to this Agreement shall apply unless such variation or alteration has been agreed in writing and signed by both Parties in accordance with the terms of this Agreement.

13. **Exclusion Clause**

13.1 The Signatory agrees that the Proprietor, servants or agents shall not be liable for any personal injury howsoever caused to the Resident within TLC West Ltd where the Proprietor, servants or agents act in accordance with all legislative and regulatory requirements.

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

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

13.4 The Proprietor shall not be responsible or liable for the loss or misplacement of personal items such as spectacles, hearing aids, dentures etc.

14. **Data Protection Clause**

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

15. **Governing law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Ireland and the parties hereto hereby submit to the exclusive jurisdiction of the courts of the Republic of Ireland.

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

November 2018
SIGNED BY OR ON BEHALF OF
THE PROPRIETOR

Michael Fetherston

In the presence of: Proprietor

____________________

Name of Witness

____________________

Address of Witness

SIGNED BY
THE SIGNATORY

____________________

Signatory

In the presence of:

____________________

Name of Witness

November 2018
Address of Witness

Please note that a resident who receives and accepts services and accommodation as outlined in this contract but who declines to sign the contract will infer a contractual agreement with the proprietor.
**ADMISSION FORM**

<table>
<thead>
<tr>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surname of Resident:</td>
<td></td>
</tr>
<tr>
<td>First Name of Resident:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>Date of Birth:</td>
<td></td>
</tr>
<tr>
<td>Telephone:</td>
<td></td>
</tr>
<tr>
<td>PPS Number:</td>
<td></td>
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<tr>
<td>(if relevant)</td>
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<tr>
<td>Medical Card Number:</td>
<td></td>
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<tr>
<td>(if relevant)</td>
<td></td>
</tr>
<tr>
<td>Next of Kin:</td>
<td></td>
</tr>
<tr>
<td>Address of Nominated/Authorised Next of Kin:</td>
<td></td>
</tr>
<tr>
<td>Telephone of Next of Kin:</td>
<td></td>
</tr>
<tr>
<td>General Practitioner:</td>
<td></td>
</tr>
<tr>
<td>Address of General Practitioner:</td>
<td></td>
</tr>
<tr>
<td>Telephone Number of General Practitioner:</td>
<td></td>
</tr>
<tr>
<td>Name, Address and Phone Number of Pharmacist (if different from the Proprietor’s usual pharmacist of choice)</td>
<td></td>
</tr>
<tr>
<td><strong>Letter of Discharge from Hospital, if appropriate:</strong></td>
<td></td>
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<tr>
<td>-----------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td><strong>Category of Resident (to be completed by Nursing Home):</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Room No:</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Schedule 2**

**Care Services**

**Paragraph A**

**Long-term Residential Care Services**

(a)  Bed and board;

(b)  Nursing and personal care appropriate to the level of care needs of the Resident;

(c)  Bedding;

(d)  Laundry Service; and

*November 2018*
(e) Basic aids and appliances necessary to assist the Resident with the activities of daily living (as per the list operated by the HSE)

**Paragraph B**

<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Non Long-term Residential Care Services</strong></td>
<td><strong>Fee To Be Imposed</strong></td>
</tr>
<tr>
<td>Chiropody</td>
<td>3 free consultations annually for medical card holders. Thereafter, €35 per consultation.</td>
</tr>
<tr>
<td>Daily delivery of newspapers</td>
<td>Cost price of newspaper of choice- invoiced monthly to residents.</td>
</tr>
<tr>
<td>Dry cleaning</td>
<td>Not provided on site but can be delivered and collected. Charges are invoiced monthly.</td>
</tr>
<tr>
<td>Hairdressing</td>
<td>Gents Hair Cut- €10.00</td>
</tr>
<tr>
<td></td>
<td>Wash &amp; Blow Dry- €15.00</td>
</tr>
<tr>
<td></td>
<td>Wash, Cut &amp; Blow Dry- €22.50</td>
</tr>
<tr>
<td></td>
<td>Colour/Perm- €25.00</td>
</tr>
<tr>
<td></td>
<td>Colour/Perm &amp; Cut- €27.50</td>
</tr>
<tr>
<td>Service</td>
<td>Details</td>
</tr>
<tr>
<td>----------------------------------------</td>
<td>-------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Similar services to Hairdressing, e.g.</td>
<td>Not provided on site, price to be negotiated</td>
</tr>
<tr>
<td>beautician services.</td>
<td></td>
</tr>
<tr>
<td>Incontinence wear</td>
<td>Incontinence wear supplied free to medical card holders by the HSE is</td>
</tr>
<tr>
<td></td>
<td>used. If residents have individual alternative preferences, this will</td>
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<tr>
<td></td>
<td>be charged monthly to the resident. Annual visit free for medical card</td>
</tr>
<tr>
<td></td>
<td>holders</td>
</tr>
<tr>
<td>Ophthalmic Services</td>
<td>One annual visit free to medical card holders.</td>
</tr>
<tr>
<td>Dental Services</td>
<td>Free to medical card holders.</td>
</tr>
<tr>
<td>Social programmes</td>
<td>Costs of individual activities will vary but this will be clear to</td>
</tr>
<tr>
<td></td>
<td>residents and/or family members prior to the event.</td>
</tr>
<tr>
<td>[Specifically confirm what is actually</td>
<td></td>
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<tr>
<td>provided]</td>
<td></td>
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<tr>
<td>Weekly Supplementary Charge</td>
<td>€ 25.00</td>
</tr>
<tr>
<td>Specialist wheelchairs &amp; other medical</td>
<td>The purchase of specific medical equipment needs such as chairs, beds,</td>
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<tr>
<td>equipment</td>
<td>and pressure</td>
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<td></td>
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<tr>
<td>aids and appliances</td>
<td>relieving devices, if not available free to medical card holders, will be the responsibility of the resident/family.</td>
</tr>
<tr>
<td>---------------------</td>
<td>---------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>A dispensing fee of €2.00 per item to a maximum of €20 per month is payable to the pharmacy provider for the resident’s prescribed medications.</td>
</tr>
<tr>
<td></td>
<td>Over the counter medicines and items not covered by the medical card are paid directly to the pharmacy.</td>
</tr>
<tr>
<td>Prescription charges</td>
<td>Free for medical card holders</td>
</tr>
<tr>
<td>GP Services and Therapies;</td>
<td>A charge per session may be payable. The cost will be clearly agreed with the resident/family before treatment commences.</td>
</tr>
<tr>
<td>GP Services</td>
<td>Free for medical card holders</td>
</tr>
<tr>
<td>Physiotherapy</td>
<td>€15.00 per hour</td>
</tr>
<tr>
<td>Dietician</td>
<td></td>
</tr>
<tr>
<td>Speech and Language Therapist</td>
<td></td>
</tr>
<tr>
<td>Occupational Therapist</td>
<td></td>
</tr>
<tr>
<td>Alternative Therapies</td>
<td></td>
</tr>
<tr>
<td>Tissue Viability Specialist</td>
<td></td>
</tr>
<tr>
<td>Escort &amp; Transport</td>
<td></td>
</tr>
<tr>
<td>Care Assistant Escort (where family members cannot accompany residents to hospital appointments and it is deemed necessary that the resident is accompanied for their own safety)</td>
<td></td>
</tr>
<tr>
<td>Transport Charges Return Journey TLC transport.</td>
<td>€ 50.00</td>
</tr>
<tr>
<td>Connolly Hospital, Blanchardstown</td>
<td>Applied Taxi Charge</td>
</tr>
<tr>
<td>Naas General Hospital</td>
<td>Applied Taxi Charge</td>
</tr>
<tr>
<td>St. James Hospital</td>
<td>Applied Taxi Charge</td>
</tr>
<tr>
<td>The Hermitage</td>
<td>Applied Taxi Charge</td>
</tr>
<tr>
<td>Peamount Hospital</td>
<td>Applied Taxi Charge</td>
</tr>
<tr>
<td>Clane General Hospital</td>
<td>Applied Taxi Charge</td>
</tr>
<tr>
<td>The Eye &amp; Ear Hospital</td>
<td>Applied Taxi Charge</td>
</tr>
<tr>
<td>Tallaght Hospital</td>
<td>€ 35.00</td>
</tr>
<tr>
<td>Cappagh Hospital</td>
<td>Applied Taxi Charge</td>
</tr>
<tr>
<td>The Mater Hospital</td>
<td></td>
</tr>
</tbody>
</table>

| Taxi Charges Return Journey | |
| To be negotiated and payable by resident and/or family. | |

| Additional staffing requirements (where care needs increase and cannot be reasonably and/or safely met by TLC West Ltd) | €15.00 per hour |