

Beaumont Residential Care Contract for Care

THIS AGREEMENT is made this [REDACTED] day of [REDACTED] 20[REDACTED]

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BETWEEN

Beaumont Residential Care Unlimited Company of Woodvale Road, Beaumont, Cork
(hereinafter the "**Proprietor**")

AND

[REDACTED]

(hereinafter the "**Resident**")

AND

[REDACTED]

(hereinafter the "**Guarantor**")

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

BACKGROUND TO AGREEMENT

- A. The Proprietor operates the Nursing Home and provides residential care to its residents.
- B. The Nursing Home is on the register of designated centres under the *Health Act 2007*.
- C. The Resident requires residential care services.
- D. The Guarantor is entering into this agreement to guarantee the payment obligations of the Resident.
- E. The Resident is a person who has not been approved by the Health Service Executive to receive financial support under the Nursing Home Support Scheme (Fair Deal) for the provision of residential care services.
- F. This Agreement sets out all the charges, terms and conditions concerning the care and welfare of the Resident in the Nursing Home.

Beaumont Residential Care Contract for Care

CONTENTS

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

Beaumont Residential Care Contract for Care

IT IS AGREED AS FOLLOWS:

1 DEFINITIONS

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

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

"Private Resident Services" means the services set out in Schedule 1, Part A.

"Additional Individual Services" means the services set out in 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 Beaumont Residential Care, Woodvale Road, Beaumont, Cork.

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

"State Support" means state support as defined in the Act.

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

2 SERVICES

- 2.1 The Private Resident Services (details of which are set out in Schedule 1, Part A) are provided to all residents of the Nursing Home. The Additional Individual Services (details of which are set out in Schedule 1, Part B) are available to all Residents on request and subject to availability.
- 2.2 The Proprietor will provide the Resident with a suitable and sufficient level of care to promote the Resident's welfare and wellbeing having regard to the changing nature and extent of the Resident's dependency and needs. These services may, as appropriate, be provided by the Proprietor to the Resident under the direction of a general medical practitioner.
- 2.3 The Proprietor shall assign a specified bedroom to the Resident. This bedroom shall be for the sole use of the resident i.e., single occupancy. Bedrooms are typically around 16 m² in size, including ensuite facilities.
- 2.4 The Proprietor shall ensure that the Resident's needs are at all times set out in an individual care plan which shall be developed and agreed following a comprehensive assessment by an appropriate health care professional of the health, personal and

Beaumont Residential Care Contract for Care

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.

3 FEES

Nursing Home Fees

- 3.1 The Fees for the Private Resident Services and the Additional Individual Services are set out in Schedule 1 to this Agreement.
- 3.2 The Private Resident Services are provided to all Residents of the Nursing Home. The amount payable by the Resident for the Private Resident Services is set out at Schedule 1, Part A to this Agreement.
- 3.3 The Additional Individual Services are services that the Resident may avail of and will be provided where requested by the Resident. The Additional Individual Services that may be requested, and the fees payable for these services are set out in Schedule 1, Part B, to this Agreement.
- 3.4 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, the Nursing Home shall require the Resident (and Guarantor where appropriate) to enter into a new contract with the Proprietor to reflect the Resident's new circumstances, which new contract may contain terms and/or conditions that differ to those contained in this Agreement.
- 3.5 The fees set out in Schedule 1 may, subject to law and regulations, be reviewed and revised by the Proprietor in consultation with the Resident, without the need to amend this Agreement, either:
- i) on an annual basis; and/or
 - ii) where there is a change in the services provided to and/or required by the Resident; and/or
 - iii) upon service of ten days written notice by the Proprietor to the other Party or Parties.

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

Beaumont Residential Care Contract for Care

Medical Fees

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

Payment of Fees

- 3.7 All fees are required to be discharged in full no later than 14 days following the issuing of an invoice by the Proprietor.
- 3.8 Any non-payment or late payment of fees under this Agreement when due shall be subject to interest at a rate of 8.00% per annum (that is based on the ECB rate (as at 1 July 2019) of 0.00% plus the margin of 8%). This rate equates to a daily rate of 0.022%. Penalty interest due for late payments should be calculated on a daily basis. The ECB rate can be checked on the Central Bank and Financial Services Authority of Ireland website www.centralbank.ie.
- 3.9 Where fees are being paid or supported through the liquidation of assets through the offices of solicitors, accountants, courts or other bodies, the Proprietor may require that suitable undertakings are provided for and on behalf of the Resident to satisfy the Proprietor that the fees will continue to be paid.

Payment of Fees by Guarantor

- 3.10 In consideration of the Proprietor providing the services set out herein to the Resident, the Guarantor confirms and acknowledges that if the Resident fails to discharge all or any part of any invoice issued to the Resident in accordance with the terms of this Agreement within 45 days from the date on which the invoice is issued, the Guarantor shall be joint and severally liable with the Resident for all amounts remaining unpaid.
- 3.11 The Guarantor irrevocably and unconditionally covenants to pay and guarantees payment on demand of all amounts due and owing by the Resident to the Proprietor in accordance with this Agreement, including, but not limited to, all amounts invoiced to the Resident that remain unpaid and all interest payable in accordance with clause 3.8 of this Agreement.
- 3.12 The obligations and liabilities of the Guarantor under this Agreement shall be as a sole or primary obligor and not merely as surety. The Guarantor's liability is therefore not dependent on the validity, extent or nature of the Resident's liability.

Refund of Fees

- 3.13 Where the Resident leaves the Nursing Home temporarily (otherwise than as covered by clause 3.14) during any period in respect of which the fees under this Agreement have been paid and the Proprietor achieves a material saving due to the Resident's absence from the Nursing Home, the saving shall be passed on to the Resident.

Beaumont Residential Care Contract for Care

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

4 DUTIES OF THE PROPRIETOR

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

- 4.1 where medical treatment is recommended by a medical practitioner and agreed by the Resident that such treatment is facilitated. For the avoidance of doubt, the Proprietor shall not be responsible for payment for such treatment or provision of specialist equipment;
- 4.2 the care plan referred to in clause 2.4 of this Agreement shall be prepared no later than 48 hrs 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 is provided with the option to avail of facilities for occupation and recreation available to all residents in the Nursing Home;
- 4.4 a pharmacist and a medical practitioner of the Resident's choice or who is acceptable to the Resident is available to the Resident;
- 4.5 the Resident is provided with privacy;
- 4.6 the Resident has access to information concerning current affairs and local matters, radio, television, newspapers and other media, telephone facilities which may be accessed privately and have access to voluntary groups, community resources and events;
- 4.7 the Resident will be provided with arrangements to facilitate the exercise of his/her civil, political and religious rights;
- 4.8 they carefully consider any suggestion from the Resident or from his/her nominated next-of-kin or other relevant persons to maximise the Resident's comfort and care;

Beaumont Residential Care Contract for Care

- 4.9 the Resident has access to telephone facilities which may be accessed privately and is free to communicate at all times, having regard to his/her and other residents' well-being, safety and health;
- 4.10 appropriate arrangements are made for the Resident to receive visitors;
- 4.11 they investigate any bona fide complaint made by or on behalf of the Resident and communicate the result of such investigation to the complainant in accordance with established complaints policies and procedures;
- 4.12 ensure that the Resident has access to a safe supply of fresh drinking water at all times, is offered choice at mealtimes and is provided with food and drink and quantities adequate for the Resident's needs;
- 4.13 any dietary restrictions applying to the Resident on medical or religious grounds shall be facilitated;
- 4.14 they provide facilities for the storage of the Resident's personal property, jewellery and other belongings and monies and maintain a full written record thereof;
- 4.15 all reasonable measures are taken to protect the Resident from all forms of abuse;
- 4.16 the Resident has access to independent advocacy services;
- 4.17 the Resident may exercise choice in so far as such exercise does not interfere with the rights of other residents;
- 4.18 the Resident may be consulted about and participate in the organisation of the Nursing Home;
- 4.19 the Resident has access to and retains control over his/her personal property, possessions and finances; and
- 4.20 in all cases the dignity of the Resident shall be respected.

5 DUTIES OF THE RESIDENT

- 5.1 The Resident shall upon admission and during the duration of this Agreement comply with the obligations set out in this clause 5. The Resident shall:
 - i. present all medications to any person appointed by the Proprietor upon admission to the Nursing Home;
 - ii. take all reasonable steps to ensure that visitors and relatives do not bring into the Nursing Home medication or food for consumption or use by the Resident without the prior consent of the Proprietor;

Beaumont Residential Care Contract for Care

- iii. ensure that his/her clothing and belongings are clearly marked and/or labelled with the Resident's name;
 - iv. comply with all reasonable requests and suggestions made by the Proprietor;
 - v. ensure the punctual payment within 14 days of a demand by the Proprietor of all fees or sums due or owing to the Proprietor under this Agreement;
 - vi. if it appears that the Resident's funds necessary to pay the fees due under this Agreement will become depleted within a period of twelve weeks, immediately advise the Proprietor in writing;
 - vii. if State Support is withdrawn for whatever reason in respect of the Resident (retrospectively or otherwise), immediately inform the Proprietor in writing and indemnify and keep indemnified the Proprietor against all costs, losses or liabilities arising from such withdrawal or cessation of State Support;
 - viii. nominate a next-of-kin upon arrival at the Nursing Home, which person shall be contacted by the Proprietor where considered necessary under this Agreement and as appropriate. Any changes to such nominee during the term of this Agreement shall be notified by the Resident to the Proprietor in writing;
 - ix. observe all rules laid down by the Proprietor for the orderly operation of the Nursing Home including any policies and arrangements with regard to smoking, use of electronic cigarettes and alcohol consumption by the Resident in the Nursing Home;
 - x. notify the Proprietor promptly of the name of the Resident's appointed medical practitioner and pharmacist (if the medical practitioner and/or pharmacists appointed by the Nursing Home is not acceptable) or any changes thereto; and
 - xi. ensure that the details required for the Admission Form in the form set out in Schedule 2 to this Agreement are duly completed and up to date prior to or on admission.
- 5.2 The Resident may leave the Nursing Home either permanently or temporarily provided that the Resident gives adequate notice in accordance with the Nursing Home's policies and procedures.
- 5.3 The Resident should consider whether they believe it is appropriate to formally provide a third party with legal authority to make decisions, provide consent or otherwise act on behalf of the Resident in certain circumstances.

6 POWERS OF THE PROPRIETOR

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

Beaumont Residential Care Contract for Care

- i. discuss the condition of the Resident with any person nominated by the Resident or any representative acting for and on behalf of the Resident and medical practitioners, including doctors or nurses associated with the care of the Resident or to any other person nominated by the Resident or at the discretion of the Proprietor;
- ii. restrict visits by all persons in times of illness or distress of the Resident or under the direction of the medical practitioner where such restriction is considered by a medical practitioner and/or the Proprietor to be in the best interest of the Resident;
- iii. assign any room in the Nursing Home to the Resident. However, it is acknowledged by the Resident that the Proprietor, its servants and assigns may require the Resident to move rooms within the Nursing Home when considered necessary or appropriate by the Proprietor for the safety of the Resident or any other resident of the Nursing Home or for such other reasonable reason that may arise; and
- iv. transfer the Resident to an alternative nursing home(s) and/or hospital(s) if in the opinion of a medical practitioner it is in the interest of the Resident to do so.

7 DURATION AND TERMINATION

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

8 TERMINATION IN EXCEPTIONAL CIRCUMSTANCES

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

Beaumont Residential Care Contract for Care

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

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

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

9 CONSEQUENCES OF TERMINATION

9.1 On termination or expiry of this Agreement:

- i. the Resident shall immediately pay to the Proprietor all of the Proprietor's outstanding unpaid invoices and, in respect of Private Resident Services and/or Additional Individual Services supplied but for which no invoice has been submitted, the Proprietor may submit an invoice which shall be payable immediately on receipt;
- ii. the following clauses shall continue in force: (clause 14 (Exclusion) clause 18 (Notices)), clause 20 (Governing law and jurisdiction)).

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

10 SEVERANCE

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

Beaumont Residential Care Contract for Care

clauses shall be deemed to be severable from any other provision or clause or part thereof herein contained.

11 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, as well as for any other cause that is not within the control or scope of risk of the party concerned.

12 INDEPENDENT LEGAL ADVICE

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

13 VARIATION

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

14 EXCLUSION

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

15 WAIVER

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

16 HOW WE PROCESS YOUR PERSONAL DATA

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

Beaumont Residential Care Contract for Care

17 ASSIGNMENT AND OTHER DEALINGS

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

18 NOTICES

- 18.1 A notice given to a Party under or in connection with this Agreement:
- a) shall be in writing and in English or accompanied by an accurate translation into English; and
 - b) shall be sent to the Party by post or by courier at the address set out in this Agreement.
- 18.2 A Party may change its address for the purposes of this Agreement by giving notice in accordance with this Agreement.

19 MEDIATION

- 19.1 If any dispute arises in connection with this Agreement, the Parties agree to enter into mediation in good faith to settle such a dispute. Unless otherwise agreed between the Parties within 14 days of notice of the dispute, the mediator will be nominated by the Dublin Dispute Resolution Centre or, in the event of it being unwilling or unable to assist, the Law Society of Ireland. To initiate the mediation a party must give notice in writing (**Notice**) to the other Party/Parties to the dispute, referring the dispute to mediation.
- 19.2 Unless otherwise agreed, the mediation will start not later than 28 days after the date of the Notice. No party may commence any court proceedings in relation to any dispute arising out of this agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

20 GOVERNING LAW AND JURISDICTION

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

Beaumont Residential Care Contract for Care

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

➤ **SIGNED ON BEHALF OF THE PROPRIETOR**

on behalf of Beaumont Residential Care

KIERAN O'BRIEN

Printed Name

and in the presence of Witness:

Signature

Printed Name

Address of Witness

➤ **SIGNED ON BEHALF OF THE RESIDENT**

Signature

Printed Name

and in the presence of Witness:

Signature

Printed Name

Address of Witness

OR

➤ **SIGNED BY _____ AS LAWFULLY APPOINTED ATTORNEY FOR THE RESIDENT**

Signature

Printed Name

and in the presence of Witness:

Signature

Printed Name

Address of Witness

Beaumont Residential Care Contract for Care

➤ **SIGNED BY THE GUARANTOR**

Signature

Printed Name

and in the presence of Witness:

Signature

Printed Name

Beaumont Residential Care Contract for Care

Schedule 1 - Fees

Part A – Private Resident Services

The Proprietor and the Resident agree that the Proprietor shall provide the following Services to the Resident for the fee specified below:

- (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 (excludes laundry of any items that require specialist handling); and
- (e) Basic aids and appliances necessary to assist the Resident with the activities of daily living
- (f) Social programmes available to the resident (includes Activities Coordinator provision, Arts & Crafts, Baking, Board Games, Bingo, Cards, Celebrations – birthdays, anniversaries, seasonal, Flat screen TV, extra TV channels, Hand Therapy, Head Massage, Keep Fit Exercise, Library, Light Exercise, Movie nights, Musical Afternoons, Quiz, Radio, Reading, Relaxation Therapy, Religious Services, Reminiscence Therapy, Sonas Program, Sensory Therapy, Spiritual Reflections, Sing A Long, Social Afternoons, WiFi etc).

The current weekly fee payable by the Resident to the Proprietor for the above services is [REDACTED]. This fee shall be subject to periodic review.

Beaumont Residential Care Contract for Care

Part B – Additional Individual Services

The Proprietor and the Resident may also agree that the Proprietor shall provide any or all of the following additional services/goods to the Resident for such further remuneration specified below:

- (a) All therapies;
- (b) Incontinence wear (if not supplied by the HSE);
- (c) Chiropody;
- (d) Dry cleaning and/or specialised laundry service;
- (e) Ophthalmic and Dental Services;
- (f) Transport (including care assistant costs);
- (g) Specialist wheelchairs;
- (h) Hairdressing and other similar services;
- (i) Daily delivery of newspapers;
- (j) Specialist beds;
- (k) Specialist mattresses;
- (l) Specialist equipment; and
- (m) Any other service that may be agreed between the Parties.

The additional charge/fees obtaining for the above services/goods are indicated below (October 2019).

Beaumont Residential Care Contract for Care

Chiropody	€30 per treatment
Daily delivery of newspapers	At cost
Dry cleaning and/or specialised laundry service	At cost
<u>Hairdressing</u> Shampoo & set / Shampoo & blow dry Shampoo, set & trim / Shampoo, Blow dry & trim Dry cut Perm	€15 €25 €10 €50
Incontinence wear	Charged at cost as per HSE contract prices if resident does not qualify for HSE supply
Initial order of 200 personalised "Attach a Tag" buttons including tagging	€122.40
Subsequent orders of 50 personalised "Attach a Tag" buttons	At cost
Medical Specimen Delivery to CUH Lab	At cost. €13.60 for blood samples, €12.30 for other samples
Toiletries, dressing packs, disposable parts for medical equipment	At cost
Ophthalmic and Dental Services	Payable by resident direct to service provider (not BRC)
Specialist beds, mattresses and other equipment	At cost (dependent on specification)
Specialist mattresses	At cost (dependent on specification)
Specialist wheelchairs	Payable by resident direct to supplier (not BRC)
Staff accompaniment to/from outside appointments (eg, hospital) if required	Taxi at cost; Care assistant €15 per hour

Beaumont Residential Care Contract for Care

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

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

Beaumont Residential Care Contract for Care

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 required to enter into a new contract with the Proprietor to reflect the Resident's new circumstances, which new contract may contain terms and/or conditions that differ to those contained in this Agreement.

Please note that the Additional Individual Services are not covered by State Support and there may be other services 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 fees that will be required to be paid by the Resident will be set out in the new contract.

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:

Cork and Kerry

HSE Nursing Homes Support Office
Floor 1
Áras Sláinte
Wilton Road
Cork

Phone: 021 492 3536

Application forms and information about the scheme are also available on the HSE's website, www.hse.ie.

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