

NHI TEMPLATE CONTRACT FOR CARE - 2023 (FAIR DEAL)

THIS AGREEMENT is made this day of 20

BETWEEN

[Insert Name of the Registered Provider, including the Registered Provider’s trading name and legal identity] of **[Insert Address]** at **[Insert Telephone Number]**
 (hereinafter the “**Registered Provider**”)

AND

[Insert Name of Resident] of **[Insert Address]**
 (hereinafter the “**Resident**”)

AND

[Insert Name of Guarantor] of **[Insert Address]**
 (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 Registered Provider 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* and is an approved nursing home under the *Nursing Home Support Scheme Act 2009*.
- 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 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 under the Nursing Home Support Scheme.
- F. This Agreement sets out all the charges, terms and conditions concerning the care and welfare of the Resident in the Nursing Home.
- G. Before executing this Agreement, the Resident must complete Schedule 3 to this Agreement dealing with Decision Support Arrangements.

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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*.

"Fair Deal Services" means the goods and services set out in Schedule 1, Part A.

"Services Not Covered by Fair Deal Scheme" means the goods and services set out in Schedule 1, Part B.

"Additional Individual Services" means the goods and services set out in Schedule 1, Part C.

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

"Nursing Home" means the Registered Provider's nursing home situated at **[Insert Address of Nursing Home]**.

"Party" or "Parties" means the Registered Provider 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 Fair Deal Services and the Services Not Covered by Fair Deal Scheme (details of which are set out in Schedule 1, Parts A and B) are provided to and are available to all residents of the Nursing Home. The Additional Individual Services (details of which are set out in Schedule 1, Part C) are available to all Residents on request and subject to availability.

2.2 The Registered Provider will provide the Resident with a suitable and appropriate 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 Registered Provider to the Resident under the direction of a general medical practitioner.

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- 2.3 The Registered Provider shall assign a specified bedroom to the Resident. This bedroom could be occupied by [**INSERT NUMBER**] other residents. [**NURSING HOME TO INSERT FURTHER TERMS RELATING TO THE BEDROOM e.g. size & facilities**].
- 2.4 The Registered Provider shall ensure that the Resident's needs are at all times set out in an individual care plan which shall be developed and agreed following a comprehensive assessment by an appropriate health care professional of the health, personal and social care needs of the Resident. The Registered Provider shall so far as is reasonably practical arrange to meet the care needs of the Resident based on the care plan.
- 2.5 The Resident acknowledges that all services to be provided by the Registered Provider to the Resident shall be provided in accordance with the terms of this Agreement and that continued use of the services and/or any payment of fees by the Resident to the Registered Provider 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 Fair Deal Services, the Services Not Covered by Fair Deal Scheme and the Additional Individual Services are set out in Schedule 1 to this Agreement.
- 3.2 The Fair Deal Services and the Services Not Covered by Fair Deal Scheme are made available to all Residents of the Nursing Home. The contribution payable by the Resident for the Fair Deal Services is set out at Schedule 1, Part A to this Agreement. [The fee payable by the Resident for the Services Not Covered by Fair Deal Scheme is set out in Schedule 1, Part B to this Agreement] **OR** [There is no fee payable by the Resident for the Services Not Covered by Fair Deal Scheme].
- 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 C, to this Agreement. The fees for the Additional Individual Services are not covered by State Support.
- 3.4 If, for whatever reason, the Resident ceases to receive State Support, the Registered Provider may demand payment directly from the Resident (or Guarantor where appropriate) for all goods and services provided to the Resident under this Agreement, including those services previously being discharged through State Support. The Nursing Home shall also require the Resident (and Guarantor where appropriate) to enter into a new contract with the Registered Provider to reflect the Resident's new circumstances, which new contract may contain terms and/or conditions that differ to those contained in this Agreement. In these circumstances the fee payable may differ from the fee payable under the Nursing Home Support Scheme.

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- 3.5 Where necessary and in order to meet the Resident's needs over time, the Registered Provider reserves the right to review the fees payable by the Resident. In this instance, the Resident will be given the opportunity to terminate the Agreement if the resident does not agree with the revised fee.

Medical Fees

- 3.6 The Resident may be required to pay for drugs, medication, treatment and/or services that are 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 [**INSERT PERIOD**] days following the issuing of an invoice by the Registered Provider.
- 3.8 Any non-payment or late payment of fees under this Agreement when due shall be subject to interest at a rate of [**INSERT INTEREST RATE**]% per annum above EURIBOR (being the European Interbank Offered Rate). This interest may accrue on a daily basis from the due date until the date of actual payment of the overdue amount.
- 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 Registered Provider may require that suitable undertakings are provided for and on behalf of the Resident to satisfy the Registered Provider that the fees will continue to be paid.

Payment of Fees by Guarantor

- 3.10 In consideration of the Registered Provider 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 [**INSERT PERIOD**] 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 Registered Provider 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

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- 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 Registered Provider achieves a material saving due to the Resident's absence from the Nursing Home, the saving shall be passed on to the Resident.
- 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 Registered Provider which permits the Registered Provider 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 Registered Provider 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 Registered Provider 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 REGISTERED PROVIDER

The Registered Provider 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 Registered Provider 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 hours after the Resident's admission to the Nursing Home. The care plan shall be formally reviewed at intervals not exceeding 4 months, and, where necessary, the care plan shall be revised after consultation with the Resident and, where appropriate, the Resident's nominated next-of-kin. The care plan, or revised care plan, shall be available to the Resident and may, with the consent of the Resident or otherwise where appropriate, be made available to the Resident's nominated next-of-kin;
- 4.3 the Resident is provided with 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 has access to voluntary groups, community resources and events, having regard to his/her and other residents' well-being, safety and health;

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- 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 the Resident's nominated contact or other relevant persons to maximise the Resident's comfort and care;
- 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 in 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 where appropriate; 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 Registered Provider upon admission to the Nursing Home;
 - ii. take all reasonable steps to ensure that visitors and relatives engage with the Registered Provider if they intend to bring into the Nursing Home medication or food for consumption or use by the Resident;

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- 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 Registered Provider;
 - v. ensure the punctual payment within [**INSERT PERIOD**] days of a demand by the Registered Provider of all fees or sums due or owing to the Registered Provider 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 Registered Provider in writing;
 - vii. if State Support is withdrawn for whatever reason in respect of the Resident (retrospectively or otherwise), immediately inform the Registered Provider in writing;
 - viii. nominate a person (the Resident's nominated contact) upon arrival at the Nursing Home, which person shall be contacted by the Registered Provider 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 Registered Provider in writing;
 - ix. observe all rules laid down by the Registered Provider 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 Registered Provider promptly of the name of the Resident's usual medical practitioner and pharmacist. If the Resident's usual medical practitioner and/or pharmacist is not available, the Resident shall consider using the medical practitioner and/or pharmacist made available by the Nursing Home.; 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 decide to 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 for ending the contract.
- 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.

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6 POWERS OF THE REGISTERED PROVIDER

- 6.1 The Resident agrees that the Registered Provider at all times, in accordance with all applicable legislative and regulatory requirements, may, after consultation with the Resident:
- 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 Registered Provider;
 - 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 Registered Provider to be in the best interest of the Resident;
 - iii. Restrict or prohibit visits in the event of a public health crisis or outbreak of disease within the Nursing Home;
 - iv. assign any room in the Nursing Home to the Resident. However, it is acknowledged by the Resident that the Registered Provider, its servants and assigns may require the Resident to move rooms within the Nursing Home when considered necessary or appropriate by the Registered Provider for the safety of the Resident or any other resident of the Nursing Home or for such other reasonable reason that may arise; and
 - v. transfer the Resident to an alternative nursing home(s) and/or hospital(s) in a safe and planned manner 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 [and in no event shall not be less than four weeks' notice for the Registered Provider for terminating this Agreement]. The Registered Provider shall so far as is practical ensure that any discharge is carried out so that it is safe, planned and agreed between the Registered Provider and the Resident. Where the Resident terminates this Agreement without providing notice in accordance with this Clause, the Resident shall pay to the Registered Provider the following fee in lieu of notice ***[Registered Provider to insert amount – not to exceed four weeks' fees].***

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8 TERMINATION IN EXCEPTIONAL CIRCUMSTANCES

8.1 The Registered Provider shall have the right to terminate this Agreement with immediate effect in the event that, in the opinion of the Registered Provider, 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 their own health and safety or to the health and safety of any other resident of the Nursing Home and/or any member of staff of the Nursing Home; or
- iii. any situation whatsoever arises whereby the Registered Provider is incapable of operating the Nursing Home or is unable to provide the Fair Deal Services in the Nursing Home or is unable to provide the Fair Deal Services to the Resident; or
- iv. the overall behaviour 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 Registered Provider 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 Registered Provider 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 Registered Provider to the Resident within the timeframe set out in the said demand. The Resident shall be provided with four weeks' notice prior to the exercise by the Registered Provider of their right to terminate pursuant to this clause 8.2.

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

8.4 Where the Registered Provider terminates this Agreement, the Registered Provider shall reimburse the Resident in respect of any services the Resident has paid for but did not receive as a result of this Agreement being terminated.

9 CONSEQUENCES OF TERMINATION

9.1 On termination or expiry of this Agreement:

- i. the Resident shall immediately pay to the Registered Provider all of the Registered Provider's outstanding unpaid invoices and, in respect of Fair Deal Services, Services Not Covered by Fair Deal Scheme and/or

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Additional Individual Services supplied but for which no invoice has been submitted, the Registered Provider 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 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 Registered Provider shall not be responsible or liable for any loss, inconvenience, injury or damage suffered by the Resident or caused to his/her property as a result of a force majeure event. A force majeure event shall exist if either Party is hindered in the performance of its obligations pursuant to this Agreement or in the preparation for such performance, as a consequence of war, the threat of war, riot, nuisance, fire, water damage, flood, strike, sit-down-strike, lock-out, import or export embargoes, defective machinery, disruptions in the provision of energy, pandemic or epidemic, 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 Registered Provider 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 Registered Provider (and Guarantor where appropriate) in accordance with the terms of this Agreement.

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14 EXCLUSION

The Registered Provider 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 Registered Provider's data protection policy.

17 ASSIGNMENT AND OTHER DEALINGS

17.2 The Registered Provider may at any time, following consultation with the Resident, 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 may 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,

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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. It is preferable, but by no means mandatory, not to commence any court proceedings in relation to any dispute arising out of this agreement until either party 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).

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

**SIGNED BY OR BEHALF OF
THE REGISTERED PROVIDER**

In the presence of:

Registered Provider

Name of Witness

Address of Witness

**SIGNED BY
THE RESIDENT**

In the presence of:

Resident

Name of Witness

Address of Witness

OR

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

Attorney

In the presence of:

Name of Witness

Address of Witness

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**SIGNED BY
THE GUARANTOR**

Guarantor

In the presence of:

Name of Witness

Address of Witness

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Schedule 1 - Fees **Part A - Fair Deal Services**

The Registered Provider and the Resident agree that the Registered Provider shall provide the following Fair Deal Services to the Resident:

- (a) Bed and board [in a single occupancy room / in a multi-occupancy room with [] other residents]¹;
- (b) Nursing and personal care appropriate to the level of care needs of the Resident;
- (c) Bedding;
- (d) Laundry Service; and
- (e) Basic aids and appliances necessary to assist the Resident with the activities of daily living.

The current weekly fee payable by the Resident to the Registered Provider for the provision of the Fair Deal Services is **[INSERT FEE]** which fee is equal to the Nursing Home Support Scheme fee currently agreed between the Registered Provider and the National Treatment Purchase Fund.

The Health Service Executive (“HSE”) will conduct a financial assessment against the Resident to determine the amount the Resident will be required to pay the Registered Provider, with the balance of the fee paid by the HSE. For example, if the total weekly fee for the Resident’s care is **[INSERT FEE]** and following the financial assessment, the Resident’s weekly contribution is **[INSERT FEE]**, the HSE will pay **[INSERT FEE]**.

The weekly fee payable by the Resident to the Registered Provider for the provision of the Fair Deal Services shall be subject to review and amendment. The Resident acknowledges that the Registered Provider and the National Treatment Purchase Fund may agree to amend/vary this fee without notice to the Resident.

Part B – Services Not Covered by Fair Deal Scheme

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

	SERVICE	FEE²
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¹ To be confirmed and inserted on a case-by-case basis

² There is no requirement to charge an additional fee for Services Not Covered by Fair Deal Scheme.

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Part C – Additional Individual Services

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

	SERVICE	FEE³
(a)		
(b)		
(c)		

³ There is no requirement to charge an additional fee for Additional Individual Services.

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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)	
Resident's Nominated Contact:	
Address of Resident's Nominated Contact:	
Telephone of Resident's Nominated Contact:	
General Practitioner:	
Address of General Practitioner:	
Telephone Number of General Practitioner:	
Name, Address and Phone Number of Pharmacist (if different from the Registered Provider's usual pharmacist of choice)	
Letter of Discharge from Hospital, if appropriate:	
Category of Resident (to be completed by Nursing Home):	
Room No:	

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Schedule 3 - DECISION SUPPORT ARRANGEMENTS PURSUANT TO THE ASSISTED DECISION-MAKING (CAPACITY) ACT, 2015

1. Decision – making assistance agreement

- (i) Do you have in place a valid decision-making assistance agreement?

Yes No

- (ii) If you do, please identify your decision-making assistant and provide their contact details in the space provided below.

Decision-making assistant:

Contact details:

- (iii) If you do, please produce a copy of the decision-making assistance agreement duly certified by the Decision Support Service.

2. Co-decision-making agreement

- (i) Do you have in place a valid co-decision-making agreement?

Yes No

- (ii) If you do, please identify your co-decision-maker and provide their contact details in the space provided below.

Co-decision-maker:

Contact details:

- (iii) If you do, please produce a copy of the co-decision-making agreement duly certified by the Decision Support Service.

3. Decision-making representation order

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- (i) Has a decision-making representative been appointed to you by the Courts?

Yes No

- (ii) If so, please identify your decision-making representative and provide their contact details in the space provided below.

Decision-making representative

Contact details:

- (iii) If so, please produce a copy of the decision-making representative order duly certified by the Decision Support Service.

4. Advance healthcare directives

- (i) Do you have in place an advance healthcare directive?

Yes No

- (ii) If you do, please identify your designated healthcare representative and provide their contact details in the space provided below.

Designated healthcare representative:

Contact details:

- (iii) If you do, please produce a copy of your advance healthcare directive.

5. Enduring power of attorney

- (i) Do you have in place an enduring power of attorney?

Yes No

- (ii) If you do, please identify your attorney and provide their contact details in the space provided below.

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Attorney:

Contact details:

(iii) If so, please produce a copy of the enduring power of attorney duly certified by the Decision Support Service.

6. None of the above.