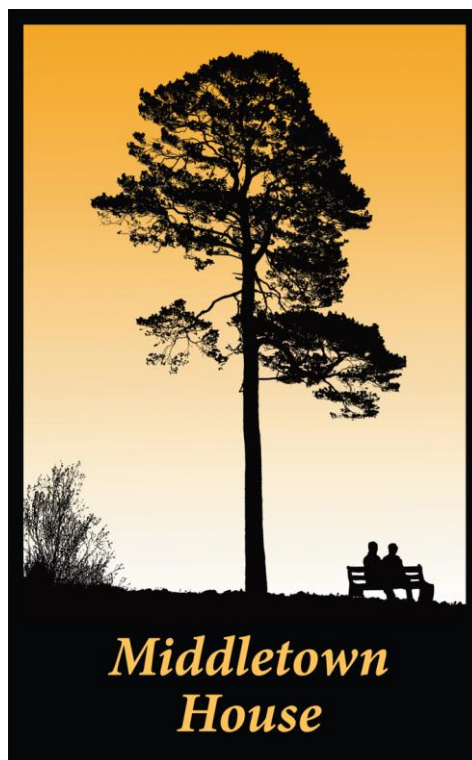




# Middletown House Nursing Home



## Statement of Purpose and Function

Joriding Ltd. T/A Middletown House Nursing Home,  
Ardamine, Gorey, Co. Wexford. Tel/Fax: (053) 9425451

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*Version; 2.1 September2018*



# Statement of Purpose and Function



## Introduction

This booklet is designed to complement our Residents' Guide by providing information on the governance and management of Middlestown House Nursing Home. It also meets the requirements set out in the National Standards for Residential Care Settings for Older People in Ireland (2016) and The Health Act 2007 (Care and Welfare of Residents in Designated Centres for Older People) Regulations 2009.

## Contact Details

Our contact details are as follows:

Middlestown House Nursing Home

Ardamine

Gorey

Co. Wexford

Tel/Fax: 00353(0)539425451

Email: [info@middlestownhouse.ie](mailto:info@middlestownhouse.ie)

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Web: [www.middletownhouse.ie](http://www.middletownhouse.ie)

### **Registration Information.**

Middletown House Nursing Home is registered with the Office of the Chief Inspectorate of Social Services as a designated centre under Section 50 of the Health Act 2007/2009/2013. Details of our registration are as follows:

- Registration Number: REG-0011407
- Date of Registration: 05 February 2016
- Expiry of Registration: 04 February 2019
- Conditions attached by the Chief Inspector under Section 50 of the Act: See Appendix 1

### **Aim & Objective.**

At Middletown House Nursing Home we strive to provide all of our residents with the highest possible standards of professional service and care, delivered to the same high level that we would expect for our own loved ones and for ourselves.

We are committed to providing person-focused care that:

- Meets each individual resident's requirements and needs
- Respects the individual resident's dignity by showing them the highest degree of courtesy, kindness and respect
- Enables residents to exercise individual choice and maintain maximum control over their own affairs
- Maintains the continuity of their life experience and care provision in a positive way
- Promotes privacy
- Addresses any concerns they may have.

Each resident of Middletown House Nursing Home has the right to:

- Be consulted on, and to choose to have an input into, decisions about his or her living arrangements in the home
- Live without being obliged to feel grateful to those providing his or her care and accommodation
- Live in a safe, secure and homelike environment, and to move freely both within and outside the nursing home without undue/unnecessary restrictions
- Take responsibility for their own personal affairs and to undertake daily living tasks of which they are capable

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- Be addressed in a form he or she is happy with
- Select and maintain family, social and personal relationships with any other person, both within and outside the nursing home
- Freedom of speech
- Protection from harm and exploitation

Each resident of Middletown House Nursing Home has the responsibility to:

- Respect the rights and needs of other people in the nursing home and to respect the needs of the nursing home community as a whole
- Respect the rights of staff and the proprietor to work in an environment which is free from harassment
- Care for his or her own health and wellbeing as far as he or she is capable
- Inform his or her General Practitioner, as far as he or she is able, about his or her medical history and his or her current state of health

### **Description of Care Provided.**

The numbers and skill set of staff on duty is determined by, and provided for, according to a transparently applied, nationally validated assessment tool, to plan for and meet the needs of the residents. This is subject to daily review. All members of staff undergo regular and ongoing in-house training to ensure they are provided with the necessary skills to properly fulfil their duties, responsibilities, and roles.

Middletown House Nursing Home is approved to provide accommodation for up to 50 residents. We cater for residents of all dependencies, low, medium high and maximum and provide 24-hour Nursing care.

In their *Annual Return for Providers of Designated Centres: Residential Care Centres for Older People*, HIQA describes these dependency levels as follows:

**Low Dependency:** This category refers to people who need some support in the community and the more independent residents in residential accommodation who require little nursing care. They are usually independently mobile but may use a walking stick and have difficulty managing stairs.

**Medium Dependency:** Person whose independence is impaired to the extent that he/she requires residential care because the appropriate support and nursing care required by the person cannot be provided by the community.

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Mobility is impaired to the extent that the person requires supervision or a walking aid.

**High Dependency:** Independence is impaired to the extent that the person requires residential care but is not bed bound. The person may have a combination of physical and mental disabilities, may be confused at times and be incontinent. He/she may require a walking aid and physical assistance to walk.

**Maximum Dependency:** Person whose independence is impaired to the extent that he/she requires nursing care. The person is likely to be bed bound, requires assistance with all aspects of physical care and may be ambulant but confused, disturbed and incontinent.

**Source:** *Annual Survey of Long Stay Units* (Department of Health and Children, 2006)

We accommodate both female and male residents and residents aged 65 years and over. We also accommodate residents aged 64 years and under with the requirement that permission for this is granted by HIQA. We cater for a wide range of care needs including General Care, Respite Care and Convalescent Care.

### **Governance and Management.**

The management and governance of Middletown House Nursing Home is directed by a team of dedicated and committed staff members who continually strive to maintain and enhance the highest standards of care. Your management team contacts are:

**Joriding Ltd. – Provider**

Address;  
Middletown House Nursing Home  
Ardamine, Gorey, Co. Wexford  
Tel/fax: 00353(0)53 9425451

**Joseph Butler – Company Director, Nominated person on behalf of the Provider**

Middletown House Nursing Home  
Ardamine, Gorey, Co. Wexford  
Tel/fax: 00353(0)53 9425451  
Email: joe@middletownhouse.ie

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Joe has been managing Middletown House Nursing Home (non-medical) since opening in 1984.

**Ingrid Ashmore–Butler; Nominated person on behalf of the Provider and Assistant Director of Nursing**

Middletown House Nursing Home  
Ardamine, Gorey, Co. Wexford  
Tel/fax: 00353(0)53 9425451  
Email: [ingrid@middletownhouse.ie](mailto:ingrid@middletownhouse.ie)

Ingrid has been a Registered General Nurse since 1973, gaining experience in St. Patrick's Hospital (Carrick on Shannon) Care for the Older Person and St. John's (Enniscorthy) Care for the Older Person. Ingrid has been the Person in Charge and Proprietor at Middletown House Nursing Home since 1984.

**Deepa George – Person in Charge/ Director of Nursing**

Middletown House Nursing Home  
Ardamine, Gorey, Co. Wexford  
Tel/fax: 00353(0)53 9425451  
Email: [deepa@middletownhouse.ie](mailto:deepa@middletownhouse.ie)

As well as her current professional registration as a Registered General Nurse, Deepa holds a Diploma in General Nursing and Midwifery (1995) and a Masters in Science in Gerontology from Trinity College Dublin (2012). Deepa holds a FETAC level 6 in nursing Home Management (2013) and a Level 3 in Management of Food and Safety (2016). Deepa completed Person Centred Dementia Care (Level 8) in 2017 from DCU. She also has a certificate from Leeds University in management (2009). Her clinical experience includes 11 years as a staff nurse in acute hospitals and 11 years in care of the older people also. Deepa commenced at Middletown House Nursing Home in 2006.

Deepa is engaged in the effective governance, operational management and administration of the designated centre at all times. In the absence of PIC/D.O.N, Ingrid Ashmore Butler will take over the role for the effective management of the home.

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## **Staffing.**

Middletown House Nursing Home employs 66 staff. The following table gives a breakdown of the staff complement by grade and whole time equivalent numbers. Whole Time Equivalent is the number of staff who would be employed if all staff were employed full-time.

<b>Position</b>	<b>Number of Whole Time Equivalents</b>
Management & Administration	3.00
Nursing	7.10
Health Care Assistants	25.00
Catering, Cleaning & Housekeeping	12.50
Activities Co-ordinator	1.00
Maintenance	3

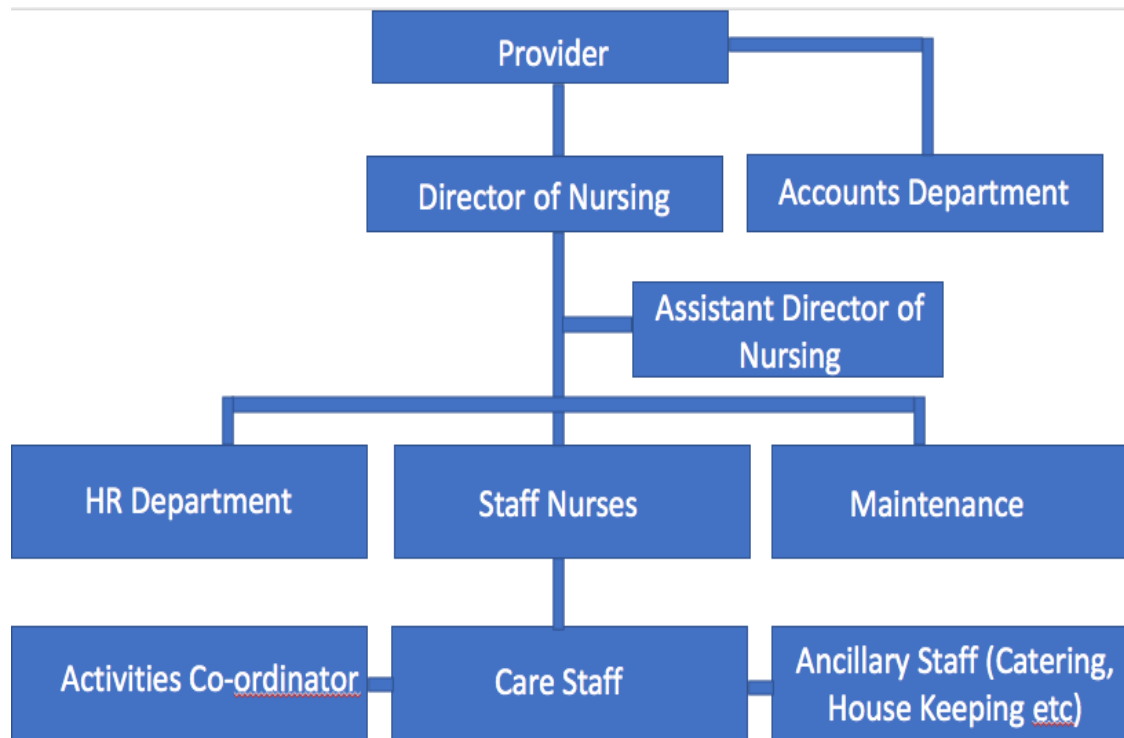
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## ORGANISATION STRUCTURE



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## Environment



Since it was established in 1984, Middletown House Nursing Home has undergone a series of major extension and improvement works as a result of which all accommodation and facilities have been designed and purpose built to provide our residents with the highest standards of residential amenity, service and care.

Detailed description of rooms in the premises is attached as **Appendix 3**

## Occupancy and Resident Profile

Middletown House Nursing Home can accommodate a maximum of 50 residents and is approved to provide accommodation for up to this number of residents under the Health Act 2007/2009/2013. We:

- Provide 24-hour nursing care
- Cater for residents of all dependencies
- Accommodate both female and male residents
- Accommodate residents aged over 18 years
- Cater for a wide range of care needs including General Care, Day care, Respite Care and Convalescent Care.

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## **Admissions.**

Referrals for admission come from acute hospitals, day hospitals for the older people, community healthcare services or through private application. Following referral, the Director of Nursing or another delegated nurse manager will visit the prospective resident at home or in the referring facility to carry out an assessment of the prospective resident's personal, social, and healthcare needs and identify the suitability of the facility to meet these needs.

Prospective residents (if able) and their family will be invited to visit the nursing home. During this visit the resident and /or representative will be given the opportunity to meet staff and other residents and view the surroundings prior to making a decision to stay.

Prior to making any decision to move into the facility, the resident and/or his representative will be provided with the Information Booklet and given an outline of:

- ☞ The statement of Purpose and Function.
- ☞ Contract of Care
- ☞ The services and facilities (including external facilities) provided.
- ☞ The program of all activities provided
- ☞ The individual accommodation and communal space provided.
- ☞ The name of the registered person-in-charge and the general staffing arrangements.
- ☞ The number of places provided, and any special needs or interests catered for.
- ☞ The arrangements for inspection of the facility and details of how to access inspection reports, the Social Services Inspectorate, and the Health Service Executive.
- ☞ An outline of the complaints procedure.
- ☞ The name of the registered provider.
- ☞ All fees payable including charges for activities and services that may have additional costs.

## **Emergency Admissions**

We understand that in exceptional cases, where there is no alternative available, emergency admissions are necessary to promote the safety of the resident. Such cases would be individually assessed. When an emergency admission is made, the Director

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of Nursing or another delegated nurse manager should ensure that the resident and/or representative are informed within 48 hours about key aspects of the service.

## **Visiting Arrangements**

### **Potential Residents**

At Middletown House Nursing Home we understand that making the decision to move into long-term care can be stressful. We want to make your transition as smooth as possible. Our 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.

### **Visitors for Existing Residents**

We operate an open visiting policy at Middletown House Nursing Home. However, to protect our residents, we ask that all visitors sign in on entering and sign out on leaving for health and safety reasons. Visitors should wait in the reception area to enable staff to announce their arrival and partake in precautionary infection control measures as appropriate.

Middletown House Nursing Home reserves the right to impose restrictions on visiting arrangements where the visit or time of visit is deemed to pose a risk, or where a resident requests restriction.

Residents are allowed to receive and make phone calls from the house phone and able to use internet for video calls.

## **Care Plan.**

Your care plan will be developed with your participation within 48 hours of admission. This will be individualised in accordance with your personal care needs and will provide direction to staff members caring for you. Your care plan will be reviewed in accordance with your feedback and any changes in your personal circumstances or needs and will be updated no less frequently than at four-monthly intervals. To ensure we have your full participation in this process we will formally communicate to you when a review is required and will then set a mutually convenient time to complete the review process. The staff nurse will generate the care plan after consulting with the Resident and relatives.

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## **Contract of Care**

Prior to admission, we provide each resident and, where requested, his or her relative or representative, with a written contract of care, setting out all fees, including any additional costs and extra charges that may apply. Nursing home fees are to be paid by standing order, one month in advance.

By agreeing to take up residency within Middletown House Nursing Home you will have signed the contract of care. This ensures that you have a legally binding assurance of high-quality care standards and that we have an acknowledgement of your commitment to our terms and conditions. These are set out in full in specimen copy of our contract of care (See Appendix 2).

## **Internal Services, Facilities and Activities.**

In order to enhance the care, we provide and to enable you to fulfil your social and personal needs, as a resident you can avail of a range of additional services, facilities and activities. These are either provided directly by us, or by arrangement with external service providers.

At Middletown House we take our activities very seriously. Our Activities Co-Ordinator is Patricia Carroll, who organises our weekly activities and entertainment programme (currently Monday-Friday). The Co-ordinator regularly meets with the residents to seek their views and comments on day-to-day activities in the home. There is an additional cost of €30 weekly as the social activities charge, to be paid by the Resident.

There are many activities provided on a daily basis which are person centred and tailored to individual needs and wants following a detailed activity assessment of each resident, which is updated on a regular basis. Our programme, which provides opportunities to socialise and develop new interests, includes:

- Live music sessions
- Arts and crafts
- Physical activity classes including keep-fit exercises.
- Sing along music sessions
- Hobbies and board games
- Parties and other social functions

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- Active Games
- Cross word Club
- Book Club
- Reminiscence Therapy
- Individual Room Visits
- Board Games
- Day Trips
- Garden Parties
- Memory Book
- Gardening
- Knitting
- Flower Pressing
- Movie Afternoons
- Hand Massage
- Gentle Exercises
- Newsletter writing
- Hairdressing available weekly in house by appointment (this is subject to an extra charge)

### **Oratory and Religious Services.**

Middletown House respects all religious denominations and caters for their spiritual needs. An Oratory is available for religious services and private prayer. It is also used for visits by the local parish priest to give Holy Communion (weekly) and celebrate mass (monthly). A Church of Ireland Minister calls monthly to say prayers and give communion. We also provide a mini-bus to transport residents to religious services outside the nursing home on Sundays and holy days. Arrangements are also made to cater for the spiritual needs of residents of other denominations.

### **Therapeutic Care.**

Due to limited access to HSE services, Middletown House Nursing Home engages the services of professionally registered and supervised therapists to meet your care needs and enhance your rehabilitation potential. The following therapy services are provided (by arrangement) on a visiting basis:

- Chiropody (Private)
- Physiotherapy (Private)

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- Dentist (GMS)
- Optician (GMS)

The following services are offered by Middletown House Nursing Home to our Residents.

- Dietician
- Speech and Language Services
- Sonas
- Massage Therapy
- Imagination Gym

### **External Facilities and Services.**

Middletown House Nursing Home is set in a conveniently accessible location in North County Wexford within easy reach of the many sporting, shopping, recreational, leisure and natural amenities of the southeast region. It is close to Courtown, under ten minutes' drive from Gorey and less than an hour from Dublin.

Recreational and other amenities in the locality include:

- A very active retirement group in nearby Gorey which regularly organises social evenings, day trips, outings and weekends away
- Courtown Community and Leisure Centre, with a large swimming pool and a gym offering keep-fit and aerobics for the over-65s
- Weekly whist drive in nearby Riverchapel Community Hall
- A wide range of sporting and natural amenities including golf, beaches and forest walk trails
- We also organise twice weekly shopping trips to Gorey, which offers a wide choice of shops, stores, and other retail outlets

Where possible, we assist residents who wish to participate in external activities outside of these arrangements. Please note that external activities may be subject to travelling expenses, admission charges and other additional costs.

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### **Services to Others.**

As an active participating member of the local community, Middletown House Nursing Home provides services to others who may be in need of our care. Clients may therefore attend here for day care, daily meals or other purposes. As a resident, you can rest assured that your privacy and dignity will not be compromised by visiting clients.

### **Safety**

Your safety is of paramount importance to us. If you need assistance, please ask a member of staff, or alternatively use your call bell to seek assistance.

The visitors are requested to sign in and out on the visitors register which is situated at the main door for safety purposes. The sheet will be removed from the register daily and shredded after 24 hours. The data is not visible to public.

### **Fire Alarm Tests.**

We conduct a fire alarm test at 12 noon every Monday. This lasts for approximately five minutes and the alarm is intermittent in sound.

Action to be taken on hearing fire alarm;

All staff go quickly and calmly to the reception desk, after checking your own area for fire.

Kitchen Staff; make sure to turn off cookers and fat fryers before going to the reception desk.

The Person in Charge/ Nurse in charge to check the control panel which is located at the reception. Then the staff will be instructed in what area the fire is and what action to be taken.

Call the fire brigade

The Person in Charge / Nurse in Charge will instruct a member of staff to call the fire brigade. The person nominated to call the fire brigade will do the following;

Dial 999

Speak calmly and clearly

Ask for Fire Brigade

Give name and address of the nursing home

Note time of call

Return to the Person in Charge/ Nurse in Charge.

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### **Fire Emergency.**

In the event of a genuine emergency you will hear a continuous alarm. This may occur at any time of the day or night and is not a test. Doors should close automatically when fire alarm rings. In this event, please proceed to the closest fire exit and assemble at the nearest designated safety area, which are clearly signposted, located on the lawns outside. A staff member to stay outside with the Residents and organise to transfer Residents to the Amenity centre which is situated in the same premises. Staff will be on hand to assist. Do not use the lifts at this time. Personal Emergency Egress Plan is carried out for each Resident and the staff is aware of the plan too. Fire procedures are displayed at the front door, on each corridor and under the two fire panels which is located at the reception area and one at the New sitting area.

### **Other Emergencies**

If you discover other situations or circumstances which pose a risk to residents or staff, please inform your nearest staff member immediately.

### **Privacy and Dignity**

We would like you to think of Middletown House Nursing Home as your home from home. Our staff will do their utmost to protect your privacy and dignity by:

- Knocking before entering your room
- Asking your permission prior to any personal or nursing interventions
- Asking your permission for staff undergoing training and development, members of the opposite sex or others to be involved in your care

If you feel your privacy and dignity is being compromised, then please inform a member of staff that you feel comfortable with.

### **Policies That Inform Our Practice**

As a provider of high-quality nursing care, we welcome The National Quality Standards for Residential Care Settings for Older People in Ireland laid down by the Health Information and Quality Authority (HIQA). These standards help to consolidate existing good practice whilst also identifying areas for development. A copy of the standards can be obtained by writing to:

Health Information and Quality Authority (HIQA)  
Social Services Inspectorate  
1301 City Gate, Mahon, Cork

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Or online at

[www.hiqa.ie/media/pdfs/HIQA\\_Residential\\_Care\\_Standards\\_2008.pdf](http://www.hiqa.ie/media/pdfs/HIQA_Residential_Care_Standards_2008.pdf)

Other policies that we adhere to include:

- The Health Act 2007/2009/2013
- Responding to Allegations of Elder Abuse
- Infection Control Guidelines
- Communications and End of Life care
- GDPR 2018
- Nursing Act 1985
- Health and Safety Act 2005
- Fire Safety Act 1981
- Food Safety Authority Act 1998/2006
- Risk Management
- Medication Management
- Complaints Procedure
- Missing Persons
- Health and Safety
- Temporary Absence and Discharge of Residents
- Residents Information Guide
- Recruitment selection and vetting of staff
- Emergencies and Admissions
- Information Booklet
- Monitoring and Documentation of Nutritional Intake
- Restraints Policy

### **Comments, Compliments and Complaints (Consultation & Participation Of residents).**

To ensure that our service is continually reviewed and refined in line with best practice and resident choice, we are interested in receiving your feedback. There are a number of ways you can share your views with us and participate in the consultation process:

1. We operate a residents' meeting, which meets three monthly. All residents are invited to participate. This is a structured meeting, which allows for open and

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honest communication about any comments or concerns you may have. The meeting is minuted and shared with all residents. In addition, comments are discussed with the management of the home to address issues raised and formulate an action plan.

2. If you have individual comments or concerns that you do not wish to raise at the resident's meeting, then please feel free to speak to any member of our staff. Alternatively, you may prefer to write these comments down and put them into our comments box located in the reception area.
3. You may also nominate a family member, friend or advocate to act on your behalf. We will of course check that they have your permission. In addition, there is a relatives' council which meets yearly.

Middletown House do a customer feedback survey yearly too. We take all comments seriously and aim to respond to your query as soon as possible. If you are not satisfied with your initial response, then you may contact the person in charge.

### **Complaints Policy.**

At Middletown House Nursing Home, we operate the following complaints policy:

- All complaints are taken seriously and dealt with promptly and effectively.
- A verbal complaint can be made to any member of staff at any time, in which case immediate resolution should satisfactorily resolve the issue.
- Our staff know how to receive and initially deal with complaints. If a complaint is not resolved at this initial stage, a resident, or relative or representative of the resident, can contact the person in charge.
- A verbal complaint becomes a formal complaint when it is put in writing. Our complaints procedure includes a step-by-step guide to making a complaint, the time scale involved. Procedure to make a complaint is displayed on the nursing home notice board. A form for making a complaint is available from the Nurses' Office. A copy of the Complaints Procedure is provided to every resident and any relative or representative acting on their behalf.
- Advice is provided to residents, or a relative or representative, on how to make a complaint and who to contact outside the home, if they are unsatisfied or require support services, including independent advocacy.

### **Complaint Procedures and the Ombudsman.**

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If you have complained to us and you're not satisfied with our decision on your complaint it is open to you to contact the Office of the Ombudsman. The Ombudsman provides an impartial, independent and free service. By law the Ombudsman can examine complaints about any of our administrative actions or procedures as well as delays or inaction in our dealings with you. The Ombudsman's remit relates to complaints about actions which occur on or after 24 August 2015. The Ombudsman cannot examine complaints about actions which occurred before that date with the exception of complaints from residents eligible to complain under "Your Service Your Say" (Residents whose place is provided under a contract with the HSE).

Contact details are as follows:

#### **THE OFFICE OF THE OMBUDSMAN**

**18, Lower Leeson Street  
Dublin 2.**

**Phone: LoCall 1890223030 or (01)6395600**

**Email: [ombudsman@ombudsman.gov.ie](mailto:ombudsman@ombudsman.gov.ie)**

**You can also make a complaint online using the online complaint form [www.ombudsman.gov.ie](http://www.ombudsman.gov.ie)**

If you have serious concerns about the operation of the nursing home, you may contact the Inspectorate by:

- Calling the advice line 021 2409660
- Emailing: [inspections@hiqa.ie](mailto:inspections@hiqa.ie)
- Writing to: The Office of the Chief Inspector, Health Information and Quality Authority, Social Services Inspectorate, 1301 City Gate, Mahon, Cork

### **Appendices**

The following are available as appendices to this booklet:

**Appendix 1:** Conditions attached by the Chief Inspector under Section 50 of the Act, following the most recent inspection of Middletown House Nursing Home.

**Appendix 2:** A copy of Middletown House Nursing Home's standard Contract of Care.

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**Appendix 3:** Description of rooms in Middletown House

**Appendix 4:** Residents information and privacy statement

**For more information contact:**

Joe Butler or Ingrid Ashmore-Butler

Middletown House Nursing Home

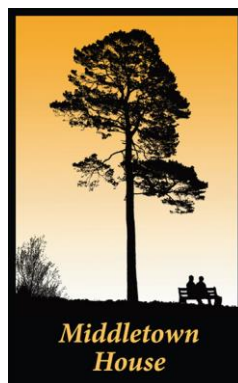
Ardamine

Gorey, Co. Wexford

Tel/fax: 00353(0)53 9425451

Email: [info@middletownhouse.ie](mailto:info@middletownhouse.ie)

Web: [www.middletownhouse.ie](http://www.middletownhouse.ie)



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## Appendix 1/ Conditions

Registered provider address:

Middletown House Nursing Home, Ardamine, Gorey, Wexford

Registered provider phone number:

053 942 5451

Companies registration office number:

506707

Registered Provider:

Joriding Limited.

Registration Conditions:

Condition 1

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

Condition 2

The designated centre shall be operated at all times in compliance with the Health Act 2007 (Care and Welfare of Residents in Designated Centres for Older People) Regulations 2013 and the Health Act 2007 (Registration of Designated Centres for Older People) Regulations 2015 (as amended, consolidated, restated or replaced from time to time) and in compliance with all other regulations made under the Health Act 2007 as amended from time to time.

Condition 3

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

Condition 4

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

Condition 5

The designated centre shall be operated at all times in accordance with and shall only

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provide the services set out in its Statement of Purpose, as delivered and amended from time to time in accordance with Regulation 3 of the Health Act 2007 (Care and Welfare of Residents In Designated Centres For Older People) Regulations 2013 (S.I. No. 415 of 2013) (as amended, consolidated, restated or replaced from time to time).

Condition 6

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

Condition 7

The maximum number of persons that can be accommodated at the designated centre is 50.

Person in Charge:

Deepa George

Person in Charge phone number:

053 942 5451

Name and telephone number of each person(s) participating in management:

Joseph Butler - 053 942 5451

Max number of residents who can be accommodated:

50

Registration number:

REG-0011407

Registration Date:

5 Feb 2016

Registration expiry date:

4 Feb 2019

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- E. Both the Proprietor and the Resident confirm that this Agreement shall be entered into on the admission of the Resident entering the Nursing Home in accordance with the requirements of the Health Act 2007 (Care and Welfare of Residents in Designated Centres for Older People) Regulations 2013 (the “Regulations”).
- F. It is agreed by the Parties that this Agreement shall relate to the care and welfare of the Resident in the Nursing Home and shall comprise all terms and conditions concerning the care and welfare of the Resident in the Nursing Home and fully sets out details of the services to be provided by the Proprietor to the Resident during the course of this Agreement and the fees to be charged therefor.

## **NOW IT IS HEREBY AGREED AS FOLLOWS:**

### **1 DEFINITIONS**

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

“**Act**” shall mean the Nursing Homes Support Scheme Act 2009.

“**Commencement Date**” shall mean the **[Insert Date]**.

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

“**Guarantee**” shall mean the guarantee executed between the Proprietor, the Resident and the Guarantor prior to or on or about the same time as the execution of this Agreement.

“**Guarantor**” means a person who shall guarantee the obligations of the Resident pursuant to the Guarantee.

“**Nursing Home**” shall mean the Proprietor’s nursing home situated at Ardamine, Gorey, Co. Wexford where the Proprietor shall provide the Services to the Resident.

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**“Nursing Home Service Charge”** shall mean the charge for the services set out in Part 2 of Schedule 2 which the Proprietor provides to the Resident as a facility service provided to all residents

**“Nursing Home Services”** shall mean the services set out in Part 1 of Schedule 2 which the Proprietor provides to the Resident as a facility service provided to all residents.

**“Individual Services”** shall mean the services set out in Part 1 of Schedule 3 which the Proprietor may provide to the Resident for the fees set out in Part 2 of Schedule 3.

**“Party” or “Parties”** shall mean the Proprietor and/or the Resident or either one of them as the proper context may allow.

**“Services”** shall mean the services which the Proprietor shall provide to the Resident more particularly set out in Part 1 of Schedule 1 for the fees set out in Part 2 of Schedule 1 or in the case of a Resident not in receipt of State Support the services set out in Part 1 of Schedule 4 for the fees set out in Part 2 of Schedule 4.

**“State Support”** shall mean state support as defined in the Act.

- 1.2 Words importing the singular number shall include the plural and vice versa and words importing the masculine gender only shall include the feminine and neuter genders and words importing persons shall include firms, corporations, trusts, companies and incorporated and unincorporated bodies. Marginal notes and headings herein are inserted for convenience only and shall not affect the construction or interpretation hereof.
- 1.3 The preamble and all appendices or schedules to this Agreement form an integral and substantial part of this Agreement. This Agreement sets out the entire agreement between the Parties and shall supersede all prior discussions between the Parties and all statements, representations, terms and conditions, warranties, proposals, communications and understandings whenever given and whether orally or in writing by one Party to the other or by any Party to any third party.
- 1.4 A reference to any Party shall include that party’s personal representatives, successors and permitted assigns.
- 1.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

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- 1.6 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision and as amended, extended or re-enacted from time to time.
- 1.7 A reference to **writing** or **written** includes fax but not e-mail.
- 1.8 Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.
- 1.9 References to clauses and Schedules are to the clauses and Schedules of this Agreement and reference to paragraphs are to paragraphs of the relevant Schedule.
- 1.10 Any words following from the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.11 This Agreement shall be not construed strictly against either Party.

## **2 SERVICES**

- 2.1 The Proprietor shall, for the duration of this Agreement, provide to the Resident the agreed services including the Services and undertakes to provide the Resident suitable and sufficient care to maintain the Resident's welfare and wellbeing having regard to the nature and extent of the Resident's dependency and needs, which services may, as appropriate, be provided by the Proprietor to the Resident under the direction of a General Medical Practitioner from time to time. The Nursing Home also provides the Nursing Home Services for the benefit of residents for the indicated Nursing Home Service Charge. In addition the Individual Services are services the Resident may avail for the indicated additional fees.
- 2.2 In the provision of the agreed services to the Resident, the Proprietor shall use its best endeavours to comply with the Regulations and all applicable legislative provisions governing the provision of long-term residential care to residents of Irish private/voluntary nursing homes.
- 2.3 The Proprietor shall ensure that the Resident's needs are at all times set out in an individual care plan which shall be developed and agreed following a comprehensive assessment by an appropriate health care professional of the health, personal and social care needs of a Resident. The Proprietor shall so far as is reasonably practical arrange to meet the needs of the Resident based on such care plan.

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- 2.4 On admission the Resident shall provide the details set out in the admission form in Schedule 5 (the “**Admission Form**”).
- 2.5 Each of the parties agrees and warrants to the other that it has the necessary capacity to enter into this Agreement and this Agreement when executed shall represent legally binding enforceable obligations on it.

### **3 FEES**

- 3.1 Where the Resident is a person who has been approved to receive State Support in accordance with the Act and is in receipt of the Services, the Nursing Home Services and the Individual Services specified in the respective Part 1 of Schedule 1, 2 and/or 3 as the case may be, the fees payable by the Resident to the Proprietor are set out in the respective Part 2 of Schedule 1, 2 and/or 3 as the case may be. The Services are those services required to be provided to all Residents in receipt of State Support. It is acknowledged and agreed that the Nursing Home Services are provided to all residents and that the Individual Services are services that a Resident may avail of which in both cases are provided for the indicated additional fees in Schedule 2 and Schedule 3 to this Agreement.
- 3.2 Where the Resident is a person other than a person who has been approved to receive State Support in accordance with the Act and is in receipt of the Services specified in Part 1 of Schedule 4 to this Agreement, the fees payable by the Resident to the Proprietor are set out in Part 2 of Schedule 4 to this Agreement.
- 3.3 The fees set out in Schedule 1, 2, 3 and 4 of this Agreement may, subject to law and regulations, be reviewed and revised by the Proprietor on an annual basis or where there is a change in the condition of the Resident and/or services provided to the Resident and/or required by the Resident upon service of ten days written notice by one Party on the other.
- 3.4 Where the Resident leaves the Nursing Home voluntarily during any period in respect of which the fees under this Agreement have been paid, the said fees shall not be refunded by the Proprietor to the Resident, except as may otherwise be agreed between the Parties.
- 3.5 If through death, permanent hospitalisation or unforeseen permanent discharge, a Resident leaves the Nursing Home during a period for which the fees have been paid, subject to notification to the Proprietor which permits the Proprietor to use the Residents place and bed for another person and not to keep it for the Resident, the said fee may be refunded by the Proprietor to the

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Resident or any person lawfully appointed under law or by the Resident to act for and on behalf of the Resident.

- 3.6 In the case of fees being paid or supported through the liquidation of assets through the offices of solicitors, accountants, courts or other bodies, the Proprietor may require that suitable undertakings are provided for and on behalf of the Resident.
- 3.7 The Resident confirms that he has duly executed with the Guarantor the Guarantee in favour of the Proprietor and hereby acknowledges that such Guarantee is a condition precedent and on-going condition to this Agreement.
- 3.8 Where the Resident is not in receipt of State Support at the time of his admission to the Nursing Home but subsequently becomes entitled to or receives State Support the Proprietor shall, in accordance with Regulation 24(2)(c) of the Regulations of 2013 promptly refund to the Resident any amounts due to be repaid to the Resident arising from their receipt of State Support.
- 3.9 The Proprietor will provide the Resident with written information setting out the arrangements for application by the Resident for funding and receipt of funding under the Nursing Home Support Scheme and shall provide reasonable assistance to the Resident in completing any such applications and the Parties agree that the provision by the Proprietor such information is sufficient to satisfy the regulatory obligations of the Proprietor in this regard.

#### **4 DUTIES OF THE PROPRIETOR**

The Proprietor or its servants, agents or assigns shall:

- 4.1 ensure so far as is reasonably practical that where medical treatment is recommended by a medical practitioner and agreed by the Resident that such treatment is facilitated but for the avoidance of doubt the Proprietor shall not be responsible for payment for such treatment or provision of specialist equipment;
- 4.2 ensure that the Resident is provided with services provided for the occupation and recreation of all residents and it is acknowledged that in the case of such services which may also include and involve group activities that the additional Nursing Home Service Charge will apply as set out in Schedule 2;
- 4.3 ensure so far as is reasonably practical within the Provider's control that a pharmacist of the Resident's choice or who is acceptable to the Resident is available to the Resident;

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- 4.4 ensure that the Resident is provided with privacy, insofar as is reasonably practical;
- 4.5 ensure so far as is reasonably practical that the Resident have access to information concerning current affairs, local matters and community resources and events, voluntary groups, radio, television and other media;
- 4.6 provide the Resident with arrangements to facilitate, insofar as is reasonably practical, the exercise of his civil, political and religious rights;
- 4.7 carefully consider any suggestion from the Resident or from his family or other relevant persons to maximise his comfort and care;
- 4.8 ensure that so far as is reasonably practical the Resident has access to telephone facilities which may be accessed privately and is free to communicate at all times, having regard to his and other residents' well-being, safety and health;
- 4.9 ensure that appropriate arrangements are made for the Resident to receive visitors;
- 4.10 investigate any bona fide complaint made by or on behalf of the Resident and communicate the result of such investigation to the complainant in accordance with established complaints policies and procedures;
- 4.11 ensure that the Resident has access to a safe supply of fresh drinking water at all times and is provided with food and drink and quantities adequate for the Resident's needs;
- 4.12 ensure that any dietary restrictions applying to the Resident on medical or religious grounds shall be facilitated;
- 4.13 provide facilities for the storage of the Resident's personal property, jewellery and other belongings and monies and maintain a full written record of thereof;
- 4.14 ensure that all reasonable measures are taken to protect the Resident from all forms of abuse;
- 4.15 ensure in so far as is reasonably practical that the Resident has access to independent advocacy services; and
- 4.16 ensure that in all cases the dignity of the Resident shall be respected.

## **5 DURATION AND TERMINATION**

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

5.2 Either Party may terminate this Agreement by notice in writing, not less than four weeks prior to the date upon which such termination becomes effective. Where the Resident terminates this Agreement without providing notice in accordance with this Clause, the Resident shall pay to the Proprietor the following fee in lieu of notice [**one month's payment in full**].

## 6 TERMINATION IN EXCEPTIONAL CIRCUMSTANCES

6.1 The Proprietor shall have the right to terminate this Agreement with immediate effect in the event that:

- (i) the Resident becomes disruptive and/or aggressive towards any other Resident of the Nursing Home and/or any member of staff of the Nursing Home; or
- (ii) the Proprietor forms the opinion that the Resident's behaviour is a risk to the health and safety of any resident of the Nursing Home and/or any member of staff of the Nursing Home; or
- (iii) any situation whatsoever arises whereby the Proprietor is incapable of operating the Nursing Home or is unable to provide the Services in the Nursing Home or is unable to provide Services to the Resident; or
- (iv) the Proprietor forms the opinion that the behaviour of any member of the Resident's family or a visitor to the Resident is disruptive or a risk to the health and safety of any resident of the Nursing Home and/or any member of staff of the Nursing Home.

The Resident acknowledges that the Proprietor shall have the right to exercise its right under this Clause at its sole discretion either with or without consultation with appropriate State authorities and/or the Resident's next of kin.

6.2 The Proprietor shall have the right to terminate this Agreement with immediate effect in the event that the Resident fails to pay all sums due and owing under this Agreement in accordance with Clause 7.1(f) and/or pursuant to a demand made by the Proprietor to the Resident in accordance with Clause 8.1.6 and/or Clause 8.1.7 of this Agreement.

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- 6.3 The Parties agree that where the Proprietor terminates this Agreement pursuant to Clause 6.1, the Proprietor shall be entitled to discharge the Resident and it is hereby agreed by the Parties that this Agreement shall be deemed to be an agreement for the purpose regulations 25(4) of the Regulations. The Proprietor shall so far as is practical ensure that any discharge is carried out so that it is safe and planned by the Proprietor accordingly.

## **7 REQUIREMENTS FOR THE RESIDENT**

- 7.1 The Resident shall upon admission and during the duration of this Agreement comply with the following obligations. The Resident shall:

- (a) present all medications to any person appointed by the Proprietor (including the director of nursing or person in charge of the Nursing Home) upon admission to the Nursing Home;
- (b) take all reasonable steps to ensure that visitors and relatives do not bring into the Nursing Home medication or food for consumption or use by the Resident without the prior consent of the Proprietor;
- (c) ensure that his clothing and belongings are clearly marked and/or labelled with the Resident's name or initials;
- (d) comply with all reasonable requests and suggestions made by the Proprietor;
- (e) ensure the punctual payment of a demand by the Proprietor of all fees or sums due or owing to the Proprietor under this Agreement;
- (f) advise in writing the Proprietor in advance within twelve weeks should the Residents funds necessary to pay the Proprietor punctually for all fees and sums become depleted;
- (g) appoint a local medical practitioner of his choice and duly notify the Proprietor thereof;
- (h) advise the Proprietor of their choice of pharmacist if the appointed Nursing Home pharmacist is not acceptable to the Resident;
- (i) nominate a next of kin upon arrival at the Nursing Home, which person shall be contacted by the Proprietor where considered necessary under this Agreement and as appropriate any changes to

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such nominee during the term of this Agreement shall be notified to the Proprietor in writing;

- (j) observe all rules laid down by the Proprietor for the orderly operation of the Nursing Home including any policies and arrangements with regard to smoking, use of electronic cigarettes and alcohol consumption by the Resident in the Nursing Home; and
- (k) notify the Proprietor promptly of the name of the Resident's appointed medical practitioner and pharmacist or any changes thereto;
- (l) ensure that the details required for the Admission Form in the form set out in Schedule 5 to this Agreement are duly completed and up to date.

7.2 The Resident may leave the Nursing Home either permanently or temporarily provided that:

- (i) the Resident gives such notice as may be prescribed by the Proprietor from time to time; and
- (ii) in the case of temporary absence, both the Resident and the Proprietor have reached a written understanding on the payment of fees under this Agreement.

For the avoidance of doubt, in the absence of such written understanding the fees agreed herein shall continue to be payable by the Resident to the Proprietor for the duration of the temporary absence.

## **8 POWERS OF THE PROPRIETOR**

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

- 8.1.1 discuss the condition of the Resident with any person nominated by the Resident or any representative acting for and on behalf of the Resident and medical practitioners including doctors or nurses associated with the care of the Resident or to any other person nominated by the Resident or at the discretion of the Proprietor;
- 8.1.2 restrict visits by all persons in times of illness or distress of the Resident or under the direction of the medical practitioner where such restriction is considered to be in the best interest of the Resident;

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- 8.1.3 after consultation and with the consent of the Resident, assign a room (single room or sharing room where you share the room with one another resident) in the Nursing Home to the Resident on admission. However, it is acknowledged by the Resident that the Proprietor, servants and assigns may require the Resident to move rooms within the Nursing Home when considered necessary or appropriate by the Proprietor for the safety of the Resident or any other Resident of the Nursing Home;
  - 8.1.4 transfer the Resident to an alternative nursing home(s) and/or hospital(s) if in the opinion of a medical practitioner it is in the interest of the Resident to do so; and
  - 8.1.5 review and agree with the Resident fees chargeable under this Agreement where considered necessary or in the event that additional services are required by the Resident;
  - 8.1.6 if for whatever reason, the Resident is not entitled to, or ceases to receive financial support under the Act, demand payment directly from the Resident for all services provided to the Resident under this Agreement and the Resident agrees to discharge all such sums within four weeks of such demand by the Proprietor; and
  - 8.1.7 (where the Resident is a person who has not been approved to receive State Support in accordance with the Act) to demand payment directly from the Resident for all services provided to the Resident under this Agreement and the Resident agrees to discharge all such sums within four weeks of such demand by the Proprietor.
- 8.2 The Resident agrees, acknowledges and undertakes that if State Support is withdrawn for whatever reason in respect of the Resident (retrospectively or otherwise) or such person ceases to be entitled to State Support then the Resident shall immediately inform the Proprietor in writing and indemnify and keep indemnified the Proprietor against all costs, losses or liabilities arising from such withdrawal or cessation of State Support.
- 8.3 Any non-payment or late payment of fees under this Agreement when due shall be subject to interest and entitle the Proprietor to charge interest at the applicable interest rate set from time to time under the European Communities (Late Payment in Commercial Transactions) Regulations 2012.
- 8.4 Provide facilities for Residents personal property, jewellery and other belongings and monies. The Registered Provider or the Person in Charge, their servants or agents (duly authorised) shall keep a record of all such Resident's

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property, provided the Resident notifies the Registered owner, the Person in Charge, their servants or agents (duly authorised) that such property has been brought into the Nursing Home. Residents should not bring items of great value or large amounts of cash into the Nursing Home, but if this is unavoidable then it is absolutely the responsibility of the Resident to insure such personal property and valuables fully. The liability to any Resident shall not exceed €1,000 for any one item except where the property was deposited by or on behalf of the Resident expressly for safe custody with the registered provider.

## **9 SEVERANCE**

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

## **10 FORCE MAJEURE**

The Resident agrees that the Proprietor shall not be responsible or liable for any loss, inconvenience, injury or damage suffered by the Resident or caused to his property as a result of a Force Majeure event.

## **11 INDEPENDENT LEGAL ADVICE**

The Resident acknowledges and confirms that he understands the terms of this Agreement, that it is a legally binding document and that:

- (i) he, or any person lawfully appointed to act on his behalf, has received independent legal advice on the duties and obligations arising under this Agreement and the Guarantee prior to their execution; or
- (ii) he, or any person lawfully appointed to act on his behalf, having been given a reasonable opportunity to obtain independent legal advice, has waived his/their right to receive such independent legal advice on the duties and obligations arising under this Agreement and the Guarantee prior to execution.

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## **12 VARIATION**

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

## **13 EXCLUSION**

- 13.1 The Resident agrees that the Proprietor, servants or agents shall not be liable for any personal injury howsoever caused to the Resident within the Nursing Home where the Proprietor, servants or agents act in accordance with all applicable legislative and regulatory requirements.
- 13.2 The Proprietor shall not be responsible or liable for any injury or loss suffered by the Resident outside the Nursing Home, its gardens, grounds or confines where the Proprietor, servants or agents act in accordance with all applicable legislative and regulatory requirements.
- 13.3 The Proprietor shall not be responsible or liable for the theft by any person whomsoever of any property or valuables of the Resident which have not been given to the Proprietor by the Resident for safe keeping.
- 13.4 Nothing in this Agreement shall exclude liability for fraud nor liability for death or personal injury resulting from negligence.

## **14 CONSEQUENCES OF TERMINATION**

- 14.1 On termination or expiry of this Agreement:
- (a) the Resident shall immediately pay to the Proprietor all of the Proprietor's outstanding unpaid invoices and, in respect of Services supplied but for which no invoice has been submitted, the Proprietor may submit an invoice, which shall be payable immediately on receipt;
  - (b) the following clauses shall continue in force: (clause 13 (Exclusion) clause 18 (Notices)), clause 20 (Governing law and jurisdiction)).
- 14.2 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any

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breach of the agreement which existed at or before the date of termination or expiry.

## **15 DATA PROTECTION**

The Resident acknowledges, consent and agrees that personal details of the Resident and his personal data will be processed by and on behalf of the Proprietor in connection with the Services provided by the Proprietor. The Resident consents to the entry and processing of information pertaining to him on the directory of residents the Proprietor is required to maintain pursuant to law and regulations. The Resident consents to the Proprietor sharing the medical information and records of the Resident to the extent held by the Proprietor with medical practitioners to the extent necessary and in the best interests of the Resident for the provision of medical care to the Resident in the Resident's best interests.

## **16 WAIVER**

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

## **17 ASSIGNMENT AND OTHER DEALINGS**

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.

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

## **18 NOTICES**

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

(a) shall be in writing and in English or accompanied by an accurate translation into English; and

(b) shall be sent to the Party by post or by courier at the address set out in this Agreement.

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- 18.2 A Party may change its address for the purposes of this Agreement by giving notice in accordance with this Agreement.
- 18.3 A notice given under this Agreement is not valid if sent by e-mail.

## **19 COUNTERPARTS**

- 19.1 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.
- 19.2 Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by fax shall take effect as delivery of an executed counterpart of this Agreement. Without prejudice to the validity of the Agreement thus made, each Party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.
- 19.3 No counterpart shall be effective until each Party has executed at least one counterpart.

## **20 GOVERNING LAW AND JURISDICTION**

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

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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 PROPRIETOR**

JORIDING LTD. T/A MIDDLETOWN HOUSE NURSING HOME

\_\_\_\_\_  
In the presence of:  
NURSING

PROPRIETOR/DIRECTOR OF

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

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

**SIGNED BY  
THE RESIDENT**

\_\_\_\_\_  
In the presence of:

**Resident**

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

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

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## Schedule 1

### Part 1

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

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

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

### Part 2

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

The Proprietor and the Resident hereby agree that where the National Treatment Purchase Fund and the Proprietor agree at any time to amend/vary in any way the Nursing Home Support Scheme fee, the Proprietor shall be entitled forthwith to

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amend Part 3 of Schedule 1 to this Schedule (without any requirement to serve notice under Clause 3.3 of this Agreement) to reflect:

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

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

### **Part 3**

The current weekly fee payable by the Resident to the Proprietor for the provision of Services specified in Part 1 of Schedule 1 with effect from **[INSERT DATE]** is

€895.00/-

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

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

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## Schedule 2

### Part 1

2. The Proprietor and the Resident agree that the Proprietor will provide the following Nursing Home Services to the Resident for the further additional remuneration as the Nursing Home Service Charge specified in Part 2 of Schedule 2:

*Arts & Crafts*

*Live music sessions*

*Sonos*

*Giant Hangman*

*Quoits*

*Karaoke afternoon*

*Bingo*

*Crossword club*

*Puzzles (Jigsaw, Alphabet Dice)*

*Book club*

*Reminiscence Therapy*

*Individual room visits / one to one sessions*

*Clay moulding*

*Board games / memory games*

*Day trips*

*Garden parties, garden walks*

*Memory book*

*Gardening*

*Knitting*

*Flower arranging / pressing*

*Movie afternoons*

*Hand massage/manicure*

*Gentle exercises and hand dexterity exercises*

*Newsletter writing*

*Baking*

*Story telling*

*Active games include, Basketball, Skittles, Bean bag toss, horse shoe throw, Football, garden darts, parachute games.*

*Dementia activities; Rummage box, Dog and cat therapy, sensory therapy.*

*And supply of Toiletries*

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(b) *Any other service that may be agreed between the Parties.*<sup>1</sup>  
Proprietor may add further services<sup>2</sup>

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

## **Part 2**

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

**€30/-weekly**

## **Schedule 3**

### **Part 1**

The Proprietor and the Resident may also agree that the Proprietor shall provide any or all of the following additional **services** to the Resident for such further remuneration specified in Part 2 of Schedule 3:

- [a) All therapies;*
- (b) Pharmacy bills*
- (c) Chiropody;*
- (d) Dry cleaning and/or specialised laundry service; labelling the clothes.*
- (e) Ophthalmic and Dental Services;*

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- (f) *Transport (including care assistant costs);*
  - (g) *Specialist wheelchairs;*
  - (h) *Hairdressing and other similar services;*
  - (i) *Wound Dressings;*
  - (j) *Daily delivery of newspapers;*
  - (k) *Specialist beds;*
  - (l) *Specialist mattresses;*
  - (m) *Specialist equipment;*
  - (n) *VAC therapy*
  - (o) *Undertaker and Funeral services.*
  - (p) *Any other service that may be agreed between the Parties.*
- An additional charge/fee may apply for any of the above services/goods

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

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

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

## **Part 2**

Where the Resident is a person who has been approved to receive State Support in accordance with the Act, in addition to the fees payable by the Resident to the Proprietor under Part 2 of Schedule 1 and Part 2 of Schedule

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2, the Parties agree that the Resident shall also pay to the Proprietor the agreed fees for those goods/services provided by the Proprietor to the Resident as more particularly specified in Part 1 of Schedule 3:

The fee will be discussed and agreed between the proprietor and the resident or the resident's representative.

#### **Schedule 4**

##### **Part 1**

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

1. The Proprietor and Resident may agree that the Proprietor shall provide any or all of the following services:
  - (a) Bed and board; in a single occupancy room or a sharing room with one other resident
  - (b) Nursing and personal care (which does not include specialist equipment) appropriate to the level of care needs of the Resident;
  - (c) Bedding;
  - (d) Laundry Service;
  - (e) Basic aids and appliances necessary to assist the Resident with the activities of daily living, supply of toiletries.
  - (f) Social programmes;
  - (g) Daily delivery of newspaper at communal areas
  - (h) Any other service that may be agreed between the Parties.

**\* The Parties to this Agreement understand that the Services referred to in Paragraph (a) to (h) inclusive may be provided to the Resident by the Proprietor and/or any third party service provider with whom the Proprietor has a contractual relationship in accordance with:**

**(i) all applicable legislative and regulatory requirements; and**

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(ii) the fee/cost paying arrangement set out in Part 2 of Schedule 4.

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

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

## Part 2

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

€1050/- per week

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

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

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### Appendix 3 / Description of Floor Plan

Serial no.	Room No./Name of the area	Measurement (sqm)	Purpose & Description
1	Lobby	5.2	Lobby to the main door
2	Reception Area	36.4	Reception area with access to lounge/dayrooms, dining room, bedrooms & nurses' station
3	Nurses Station	10.5	
4	Office	10.9	Treatment Room
5	Lounge	35.8	Sitting area for residents
6	Sun Room	29.8	Sitting area for residents
7	Lounge	20.3	Sitting area for residents
8	W.C	5.7	Assisted toilet & wash
9	Salon	16.9	Hair salon
10	Inner Hallway	21.3	
11	Interview	4.3	Interview room/visitors' room
12	Toilet	7.4	Assisted toilet & wash
13	Ramp	9.4	Leading to Room No. 30-38
14	Oratory	22.6	For religious services
15	Landing	4.9	
16	Assisted Bathroom	7.3	Assisted bath
17	Corridor	8.3	
18/19	Bedroom 35/Ensuite	13.9/5.6	Single bedroom with an ensuite fitted with assisted toilet, washbasin and shower
20/21	Bedroom 36/Ensuite	18/3.7	Single bedroom with an ensuite fitted with assisted toilet, washbasin and shower

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22	Stairwell	11.3	Stairs leading to bedroom 40 to 47
23	Corridor	18.5	
24/25	Bedroom 37/Ensuite	17.7/4.8	Single bedroom with a door opens to outside and ensuite fitted with assisted toilet, washbasin and shower
26/27	Bedroom 38/Ensuite	17.7/4.8	Single bedroom with a door opens to outside and ensuite fitted with assisted toilet, washbasin and shower
28	Lift		Lift to bedroom 40 to 49
29	Landing	5.1	
30	Glazed Link Corridor	9.8	Sitting area for residents
31	Corridor	16.9	
32	Electrics Room	2.6	Electrical/power room
33	Toilet	3.6	Assisted toilet
34	Bathroom	5.9	Bath
35	Corridor	18.6	
36	Bedroom 40	17.8	Single bedroom with a door opens to conservatory
37/38	Bedroom 41/Ensuite	17.4/4.7	Single bedroom with a door opens to outside and ensuite fitted with assisted toilet, washbasin and shower
39	Bedroom 42	17.8	Single bedroom with a door opens to conservatory
40/41	Bedroom 43/Ensuite	18.2/4.7	Single bedroom with a door opens to outside and ensuite fitted with assisted toilet, washbasin and shower
42	Bedroom 44	17.8	Single bedroom with a door opens to conservatory
43/44	Bedroom 45/Ensuite	18.2/4.7	Single bedroom with a door opens to outside and ensuite fitted with assisted toilet, washbasin and shower
45	Bedroom 46	26.4	Single bedroom with a door opens to conservatory

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46/47	Bedroom 47/Ensuite	25.2/5.6	Twin bedroom with a door opens to outside and ensuite fitted with assisted toilet, washbasin and shower
48	Toilet		Assisted toilet beside Bedroom 46
49	Corridor	21.8	
50/51	Bedroom 34/Ensuite	16.6/4	Single bedroom with a door opens to outside and ensuite fitted with assisted toilet, washbasin and shower
52/53	Bedroom 33/Ensuite	15.3/4	Single bedroom with a door opens to outside and ensuite fitted with assisted toilet, washbasin and shower
54/55	Bedroom 32/Ensuite	14.4/4	Single bedroom with a door opens to outside and ensuite fitted with assisted toilet, washbasin and shower
56/57	Bedroom 31/Ensuite	21/4.1	Single bedroom with a door opens to outside and ensuite fitted with assisted toilet, washbasin and shower
58/59	Bedroom 30/Ensuite	20.2/4.1	Twin bedroom with a door opens to outside and ensuite fitted with assisted toilet, washbasin and shower
60	Plant Room	4.5	
61	Toilet	2.7	Toilet & wash
62	Kitchen Staff	5.6	Changing room for catering staffs
63	Sluice	4.5	
64	Veg	1.5	Vegetable store
65	Ramp	3.7	
66	Kitchen	39	Kitchen
67	Store	10.2	Store room for kitchen
68	Cold Room	2.2	Cold room
69	Lobby	8.4	Door opens to kitchen and staff changing room
70	Staff Changing Room	16	Changing room for non-catering staff
71	Staff Toilet	3.2	Staff toilet with shower & washbasin
72	Toilet	6	Assisted toilet & wash
73	Corridor	27.1	

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74	Dining Room	71.8	Dining room for residents
75	Lobby	7.2	Leads to two assisted toilets
76	Toilet	4.1	Assisted toilet & wash
77	Toilet	3.3	Assisted toilet & wash
78	Lounge Area	54.7	Sitting area for residents
79	Visitors Tea Room	14.4	Visitors/staff tea room fitted which has a door open to outside and contains fridge, toaster, oven, kettle & washbasin
80	Linen Store	3.7	Storage area for linen
81	Smoking Area	17	Smoking area for residents
82	Lift	3.2	Lift to bedroom 50 to 60
83	Store	3.7	Storage room for cleaning trolley
84	Stairwell	11	
85	Corridor	21.9	
86	Corridor	20.9	
87/88, 105/106	Bedrooms 19 &28/Ensuite	18.6/4.2	Single bedrooms with a door open to outside and ensuite fitted with assisted toilet, washbasin and shower
89/90, 95/96, 93/94, 99/100, 101/102 &103/104	Bedrooms 20,22,23,25,26, & 27/Ensuite	17.5/4.2	Single bedrooms with a door open to outside and ensuite fitted with assisted toilet, washbasin and shower
91/92 & 97/98	Bedrooms 21 &24/Ensuite	14.9/4.2	Single bedroom with a door opens to outside and ensuite fitted with assisted toilet, washbasin and shower
107/108	Bedroom 29/Ensuite	15.9/4.2	Single bedroom with a door opens to outside and ensuite fitted with assisted toilet, washbasin and shower
109	Boiler House	20.9	
110	Laundry Room	42.5	Laundry room fitted with laundry equipment
112	Landing	25	

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113	Hot Press	6.2	
114	Shower Room	3.4	Assisted toilet, wash & shower
115	Sluice Room	4.3	
116	Store	9.6	
117	Office	24	Joe's office
118	Store	27.5	Inner store room
119	Corridor	5	
120	Corridor	24	
121	Landing	13.1	
122	Lobby	1.6	
123	Store	3.3	Linen store room
124	Stairwell	14	
125	Lift	3.2	
126/126A	Bedroom 50/Ensuite	15.9	Single bedroom and ensuite fitted with assisted toilet, washbasin and shower
127/128	Bedroom 51/Ensuite	22.2/3.7	Single bedroom and ensuite fitted with assisted toilet, washbasin and shower
129/130	Bedroom 52/Ensuite	14.2/2.5	Single bedroom and ensuite fitted with assisted toilet, washbasin and shower
131/132	Bedroom 53/Ensuite	10.4/4.1	Single bedroom and ensuite fitted with assisted toilet, washbasin and shower
133/134	Bedroom 54/Ensuite	23/4.4	Twin bedroom and ensuite fitted with assisted toilet, washbasin and shower
135/136, 139/140 & 143/144	Bedroom 55,57 & 59/Ensuite	21.7/4.9	Twin bedroom and ensuite fitted with assisted toilet, washbasin and shower
137/138	Bedroom 56/Ensuite	21.4/4.5	Twin bedroom and ensuite fitted with assisted toilet, washbasin and shower
141/142	Bedroom 58/Ensuite	22/4	Twin bedroom and ensuite fitted with assisted toilet, washbasin and shower
145/146	Bedroom 60/Ensuite	21.4/5.33	Single bedroom and ensuite fitted with assisted toilet, washbasin and shower
147	Landing	7.7	
148	Hot Press	1.6	

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149	Lift	1.6	
150/151	Bedroom 48/Ensuite	27.5/4.8	Twin bedroom and ensuite fitted with assisted toilet, washbasin and shower
152/153	Bedroom 49/Ensuite	17.7/4.8	Single bedroom and ensuite fitted with assisted toilet, washbasin and shower

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## Appendix 4

### RESIDENTS INFORMATION & PRIVACY STATEMENT

Joriding Ltd T/A Middletown House Nursing Home make protection of your Personal Data a high priority, taking all appropriate measures to ensure your rights and data are protected. The statement below sets out what information we may keep on you, why we need it and how it is used, stored and destroyed when no longer required. We also set out contact details should you want further information or have any concerns.

#### Purpose of Holding information

Information (data) about you is required, to enable us to understand and assess your individual needs and preferences and to assist us to provide the full range of nursing and care services you require.

The information we collect, and process is required to:

- Manage our contract of care with you
- Comply with legal obligations e.g. Under the Fair Deal (NHSS Act 2009) or HIQA (Health Act 2007)
- Look after your Vital Interests in the event of an emergency
- Carry out our Legitimate interests in managing and running the nursing home

#### Information Held

In order for us to administer your contract for care and to comply with our statutory responsibilities under the law the type of information we hold about you includes:

- A photograph
- A record of any accidents or incidents
- A record of any complaints raised by you or about you
- Any correspondence to or about you
- Assessments (These may include the initial Comprehensive Assessment Form; a copy of the 'Fair Deal' Care Needs Assessment; Dependency Assessments; Individual Assessments on specific needs, e.g. continence, falls, nutritional assessments, etc)
- Care Plans
- Contract for Care
- Daily progress notes which outline information about your day-to-day care
- Decisions by you not to receive or refuse treatments
- Emergency contact information (including Next of Kin or other persons nominated by you)

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- Entry in the Admission Book which includes specific information about you, your Next of Kin (or other appointed person), your GP, Medical Card Number, PPSN
- Financial information in relation to your 'Fair Deal' contribution and any additional fees payable under the contract of care or where we have been appointed as a 'pension agent' for you which may include your bank details; individual statements; invoices for care services provided; etc
- Solicitors correspondence notifying us of 'Ward of court' and correspondence to the ward of court regarding your care needs.
- Medical Records (on admission and ongoing)
- Notification forms that we are required to send to HIQA
- Prescriptions and Medications Administration Records (including any medication errors or reactions you may have had to individual medicines)
- Records about your future wishes (e.g. advanced care plans; Do Not Attempt Resuscitation Orders; End of Life wishes)
- Records of any furniture or valuables you may have brought into the nursing home or deposited for safe-keeping
- Records of any visitors to the nursing home for you which would be documented in the daily nursing notes
- Referral Forms (to and from Allied Health Professionals e.g. hospitals, physiotherapists, dietitians, occupational therapy etc).
- Risk assessments (e.g. risks relating to your evacuation from the centre if there is a fire; smoking risk assessments; your risk of falls; risk assessments related to your personal care needs; etc).
- Minutes from staff, nurses, relatives, residents' meetings

In addition, we may record images of you on CCTV. A total of 25 cameras are in place for safety purposes in and around the perimeters of Middletown House Nursing Home. No camera is intruding on the privacy of residents or staff. CCTV footage is used for the protection and care of residents. The footage will not be used for any other reason than the investigation of serious allegations in regard to both resident care and staff behaviour. It may only be reviewed by 3rd parties in such cases and where legally required.

Only authorised personnel have access to footage, this being the Managing Director and the Director of Nursing. The CCTV monitor is situated in the Nurses office and is not accessible to the public. All footage is purged in line with data protection retention time lines.

### **Access to Information**

In order for us to provide you with the care you need, it may be necessary for us to liaise with a range of different health professionals and care services and therefore we

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will need to disclose specific information about you to third parties as highlighted above or where we are legally obliged to by HIQA. We will take all reasonable measures to ensure that your privacy and dignity is protected at all times during this process and will highlight to you if there are any exceptional instances where your information may have been compromised.

Access to information contained in your personal health record or other files in relation to you, will only be seen by appropriate people in the nursing home such as,

- Allied Health Professionals including General Practitioners, Nurses
- Old Age Psychiatrists
- Community Psychiatric Nurse
- Accountant and Auditors may access relevant data in relation to accounts

Some government bodies have a legal basis to inspect information contained in your records and the nursing home must make this information available to them, these bodies include:

- Health Information and Quality Authority or HIQA
- Ombudsman for complaints
- Environmental Health Officer
- Fire Officer
- Health & Safety Officer etc

The nursing home may provide some of the information contained in your personnel file to third party (such as an IT company providing online care record systems). Some of this information may be stored on a cloud storage system and when this takes place your information will be protected with a Data Processing Agreement with the company and the cloud storage provider that complies with EU transborder data transfer rules. At present, no personal information is stored in online storage.

### **Updating Your Information**

If at any stage the information you have provided changes (e.g. NOK contact details) Middletown House Nursing Home should be notified in writing so our records can be updated.

### **Retention of Information**

All information about you is required by law to be held during the time you reside with us and for a period of seven years after you leave the nursing home, after which it will be destroyed. Data is destroyed through physical shredding/disintegrating devices down to EU DIN security level standards. Please refer to our Data Protection Policy for full details on how long we store your personal data and why.

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## **The Data Protection Contact**

The Data Protection Officer for Middletown House Nursing Home can be contacted at [gdpr@middletownhouse.ie](mailto:gdpr@middletownhouse.ie)

## **Your Rights in Relation to Your Personal Data**

You have certain rights in relation to your personal data. You have the right to request from us access to and rectification or erasure of your personal data, the right to restrict processing, object to processing as well as in certain circumstances the right to data portability.

If you would like to see information held on you by our Nursing Home or receive a copy of your personal data please make a Data Subject Access Request (DSAR) in writing to Joriding Ltd T/A Middletown House Nursing Home, Ardamine, Gorey. DSAR forms are also available at the Nurses' office.

Should you have a concern about your information or how we manage it please contact the Data Protection Contact above. Should you not be satisfied with our response to your concerns or believe that we have not complied with our data protection obligations you may lodge a complaint with the Office of the Data Protection Commission. Full details are available on [www.dataprotection.ie](http://www.dataprotection.ie).

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