

# **Guide to Nursing Home Charges for Fair Deal (NHSS) Residents**

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This guide is for information purposes only. It represents a broad high-level summary of what is included under the Nursing Home Support Scheme (Fair Deal), what is not, and how such charges are applied.

## Introduction

Under the Nursing Home Support Scheme (The “Scheme”) – commonly referred to as **Fair Deal** – the State offers financial support to people:

- Whose care needs confirm, following a care needs assessment, that they need long-term residential care
- and
- Whose means are assessed as insufficient to cover the full cost of this care

The Scheme is administered by the Health Service Executive (HSE).

Under the Scheme, nursing home residents make a means assessed payment towards their care, to the nursing home of their choice, and the HSE pays the balance.

Each person approved for Fair Deal is free to choose the nursing home (public, private or voluntary) that best meets their needs.

The rules of the Fair Deal Scheme are set by the government. These rules clearly set out which needs of residents are covered by the State, under the Scheme and which are excluded from State funding.

This guide has been produced by NHI to ensure all residents are aware of the **limitations** of the Nursing Home Support Scheme (Fair Deal) and specifically addresses questions on **nursing home charges**.

**Q As a resident approved for Fair Deal what will I have to pay?**

**A** You will have to pay:

The 'Client Contribution', the amount calculated by the HSE Fair Deal office towards the nursing homes Fair Deal Fee (based on your income and assets),

and

The costs of services and goods (including activities/social programmes), required to be provided to you, by the nursing home, that are expressly excluded from funding under the Fair Deal scheme by the government.

These costs are set out in your Contract for Care.

**Q Why will I need to pay the nursing home for other goods and services on top of my Fair Deal Contribution?**

**A** Many residents living and social care needs are expressly not covered by the Fair Deal scheme. This is despite these being services, activities and social programmes people would reasonably expect to be included in the State funding.

These activities and social programs are essential for resident's wellbeing and HIQA stipulate that these services and activities are provided to all residents, but the government deliberately excluded them from the Fair Deal scheme.

**Q Who are HIQA?**

**A** The Health Information and Quality Authority are the independent regulator, responsible for Registering nursing homes. They set out the standards for care in nursing homes and carry out inspections.

**Q What is the nursing homes Fair Deal Fee and how is it set?**

**A** The nursing home Fair Deal Fee is the fee negotiated/set by the National Treatment Purchase Fund (NTPF), on behalf of the HSE for, Fair Deal services.

The NTPF exclude any costs the nursing home has for providing goods or services to residents, on items specifically not covered under the Fair Deal scheme.

**Q What does the Fair Deal Fee cover?**

**A** It only covers the basic services specified below:

- ✓ Bed and board
- ✓ Nursing and personal care appropriate to the level of care needs of the person
- ✓ Bedding
- ✓ Laundry service
- ✓ Basic aids and appliances necessary to assist a person with the activities of daily living

**Q What does the Fair Deal Fee and Scheme not cover?**

**A** It expressly does not cover anything other than the items specified above.

Some common items not covered and specifically excluded under the Scheme are:

- ✘ Social programmes
- ✘ Daily delivery of newspapers
- ✘ All therapies
- ✘ Chiropody
- ✘ Dry cleaning
- ✘ Ophthalmic and dental services
- ✘ Transport (including care assistant costs);
- ✘ Toiletries
- ✘ Hairdressing and other similar services
- ✘ Dressings
- ✘ Prescription Charges

This is not an exhaustive list and there are many other items not included.

Because such services, required by most residents, are expressly excluded under the Fair Deal scheme, nursing homes are required to provide these services and to charge residents directly for them. These will be listed in your Contract for Care with the nursing home.

**Q Why might I be charged for services that should be covered by my Medical Card?**

**A** As a Medical Card holder, there are a number of services and therapies which you are entitled to receive free of charge from the HSE.

In practice, the HSE do not always provide these services to nursing home residents, or there are extremely long waiting lists.

Nursing homes have a duty of care and a legal responsibility to ensure that you receive the healthcare services you require. This means that it may be necessary for you to pay for these services that you need and the nursing home will include such provisions in its Contract for Care. Such services may include for example:

- Physiotherapy
- Occupational therapy
- Speech and language therapy
- GP cover
- Chiropody
- Wound dressings
- Continence wear

In light of these shortcomings in the State's health service provision, you may wish to consider making a complaint against the HSE to the Office of the Ombudsman and/or contacting your local TD.

**Q How do I know what I will need to pay for, when I need any of the goods or services excluded from the Fair Deal scheme?**

**A** The cost of these goods, services, activities and social programmes, in each nursing home are listed in the Contract for Care you have agreed with the nursing home.

There may be a fixed weekly or monthly Charge covering a number of listed services that all residents agree to pay in the Contract for Care and you can then avail freely of all of these activities or services.

Other listed items may be charged on an ‘as required’ basis, so you pay the listed cost for each use, as agreed in the Contract for Care.

Under the Health Act 2007 (Care and Welfare Regulations), all nursing homes – public, private and voluntary, must agree a Contract for Care, on admission, with each resident.

This Contract must include the services to be provided, and the fees to be charged for such services.

If you have any questions about the Charges or Contract please feel free to discuss this with the appropriate person in the nursing home.

**Q Why are some of the items (not covered by Fair Deal) bundled into a weekly/monthly charge?**

**A** Generally, provision of required services, that support all residents daily social and activity needs (that are not covered by Fair Deal), are bundled into a weekly or monthly charge.

In addition, activities and social programmes within the nursing home, can and do, change on a daily or weekly basis, to reflect the individual needs, choices and wishes of residents.

Residents then choose to participate or not in these activities and services as they arise.

The nursing home develops a Care Plan with each resident and this includes information on the resident's needs, wishes and preferences in relation to activities, interests and the services they require etc.

The information in each of these individual Care Plans is then used to develop the activities, social programmes and services needed by residents in the nursing home.

**Q What should I do if I do not understand the Charges?**

**A** Talk to the Person in Charge or other appropriate staff member in the nursing home and ask them to explain them to you.

**Q What if a resident is not able to participate in all of the activities?**

**A** Each resident has an individual Care Plan that identifies their specific needs and preferences.

It is not expected that all residents will take part in all activities, although all are encouraged to participate to the best of their ability.

The Person in Charge will make sure some of the activities are suitable and meet each resident's needs and preferences.

Each Resident can choose which activities that they participate in and each nursing home takes the residents preferences into account.

Nursing homes generally document which activities the residents have participated in.

If you have ideas on activities that are suitable, or feel that nothing being offered is suitable, please discuss this with the relevant staff member in the nursing home.

**Q Can the Charges go up?**

**A** The nursing home may need to change the Charges to cover changes to the services offered or increases in the charge for these services.

The Contract for Care sets out the process by which the Charges can be changed. Residents will be informed of all changes to Charges.

**Q What is the Contract for Care?**

**A** The Contract for Care is the resident's agreement with the nursing home on the care to be provided, the conditions of residence and the fees to be paid.

The Contract will be presented at the earliest opportunity for you to consider, which will be before admission to the nursing home.

Most nursing homes will invite prospective residents and/or their families to a pre-admission viewing of their home and will provide documented information on fees and charges for consideration.

The Contract for Care lists all the services and Charges that need to be paid.

If you do not understand your Contract for Care please ask the appropriate staff member in the nursing home to go through it with you.

All residents or their representatives are advised to have a solicitor give them independent legal advice on the Contract for Care.

**Q Can I claim Tax back on nursing home fees and Medical costs?**

**A** Under the general scheme for tax relief on medical expenses, Income Tax relief is available on some fees paid to nursing homes.

You can claim the tax relief, if you are a nursing home resident or if you are paying for another person's care in a nursing home.

Details on claiming Tax back can be obtained from Revenue Commissioners or Citizens Information.

**Q What should I do if I am not happy with the Charges or the services I receive for the agreed Charge?**

**A** In the first instance, you should discuss this with the appropriate person in the nursing home.

If you are not satisfied with the response, you should use the nursing home's Complaints Procedure.

If you are not satisfied that your issues have been satisfactorily addressed via the nursing home's Complaints Procedure, you may consider making a complaint to the Office of the Ombudsman –

Tel: LoCall 1890 22 30 30 or 01 639 5600

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

Online: [www.ombudsman.gov.ie](http://www.ombudsman.gov.ie)

### **NHI Guiding Principles on Charges for Additional Goods and Services Fair Deal Residents**

NHI Member nursing homes are dedicated to providing the best possible standards of care and quality of life to residents in a person centred, 'home from home' setting.

NHI Member nursing homes are committed to:

- Engaging with prospective residents / representatives in an amicable, transparent and open manner
- Openness and transparency with regard to all our fees and charges
- Making the Contract for Care, clearly listing all Charges, available at earliest opportunity to prospective residents
- Clearly listing all fees and Charges in the Contract, within guidance and all information provided to residents
- Clearly explaining the Contract for Care, all services and Charges prior to admission and when asked by residents
- A 14 day cooling off period to the resident / nominated next of kin
- Openly addressing any concerns residents or representatives may have with regard to Charges or services provided - informally or through our Complaints Process
- Ensure all residents who raise concerns or Complaints are treated fairly
- Informing all residents / representatives if an issue arising has not been satisfactorily addressed through the nursing homes complaints process, they may consider a Complaint to Office of the Ombudsman