

APPLICATION TO NURSING HOMES TEMPORARY INFLATION PAYMENT SCHEME (“the Scheme” or “TIPS”))

Note: All pages of the Application Form, including the “Terms and Conditions” section which are included after the signature page, must be returned for the application to be regarded as a valid application

I/we _____

Of _____ (Insert name and address details of applicant)

In respect of _____ (insert name of nursing home)

HIQA ID _____ a nursing home as defined in the Scheme Procedures and Details, hereby apply for support under the Temporary Inflation Payments Scheme (TIPS) in respect of each month for the period from October, 2022 to June, 2023.

I/we will submit a separate claim form when I/we are applying for support under TIPS in respect of any other months. I/we confirm that every acknowledgement, undertaking and confirmation given by me/us in respect of this application will apply to any future claims that I/we make under TIPS.

I/we attach the following:

- (a) Energy and /or heating bills/invoices/receipts for the relevant period in respect of which support is claimed;
- (b) Energy and /or heating bills in respect of the same period in the previous calendar year.

I/we hereby undertake and declare as follows:

1. that the costs are being claimed have been incurred in the month(s) to which the application relates;
2. to adhere to all terms and conditions of the Scheme as set out on the HSE website;
3. to permit and consent to the sharing of information relating to this application and subsequent claims under TIPS with the National Treatment Purchase Fund (“NTPF”), Department of Health (“DoH”), HSE and their agents, and the Revenue Commissioners for the purposes of the full implementation of the Scheme including any reviews, audits or reporting;
4. to furnish all information which the HSE, their agents and the NTPF may request in connection with the application and/or the payment of support under the Scheme;
5. to provide independent certification of the costs incurred where requested;
6. to provide documentary evidence, if and when requested, of the costs claimed and keep all records available for inspection for a minimum period of 6 years;
7. to submit and to continue to submit all required documentation and evidence to support this application to the HSE, their agents and the NTPF;

8. Any funding provided which is found to be invalidated shall be repayable, including, where necessary, through recoupment or deduction from future Nursing Homes Support Scheme (“NHSS”) payments, any other applications or otherwise as a contract debt. For the avoidance of doubt any payments made under the Scheme will not impact on or increase the amounts payable by residents or their respective representative under the NHSS ("Fair Deal") arrangements;

I/we DECLARE that the information given by me/us on this form is true, accurate and complete, in every material respect, and all expressions of expectation, intention, belief and opinion contained therein are honestly made on reasonable grounds after due and careful enquiry and I acknowledge that all information provided, including amounts claimed, are subject to review by the HSE or their agents.

I/we CONFIRM I/we have read and understood the parameters of the Scheme, that I am/we are a person(s) authorised to sign this declaration on behalf of the Nursing Home, and that my/our signature below and my/our initials on this document confirm my/our acceptance and agreement of the terms of our participation in the Scheme. In the event of any changes to my/our confirmations on this document, these changes will be notified by me/us in writing to the HSE without delay.

I/We UNDERSTAND that expenditure claimed under the Scheme funding stream will be ineligible for inclusion in any application for funding under other schemes operated by the government in respect of increases in energy costs, including but not limited to the ‘Temporary Business Energy Support Scheme’ proposed by the Finance Bill 2022, and as later enacted.

I/We CONFIRM that in preparing this claim, I have considered the overall maximum funding available to the Nursing Home under the Scheme and acknowledge that the funding is exceptional and related exclusively to measures to be taken to combat inflationary energy and heating costs and that such funding shall cease upon the cessation of the Scheme

I/We UNDERSTAND that where a Nursing Home cannot verify the expenditure is in line with the application, the non-validated expenditure may be deducted from any future applications and may be recouped or deducted from any future NHSS payments, any future applications under this Scheme for payment or otherwise recoverable as a contract debt.

I/We ACKNOWLEDGE that any funding provided which is found to be invalidated shall be repayable, including, where necessary, through a reduction in future NHSS payments

I/We CONFIRM that the Nursing Home will adhere to the relevant terms and conditions applicable to the application for funding and hereby give each of the declarations set out in the Conditions section of this Application Form.

I/We ACKNOWLEDGE that

(a) any false, misleading or fraudulent claims or statements made by me/us or any false, misleading or fraudulent information provided by me/us will expose me/us to administrative fines and/or legal liability including potential referrals to the Office of the Director of Corporate Enforcement, Garda Síochána or other regulatory authorities;

(b) failure to comply with any of the undertakings given in this application or to comply with any of the terms and conditions of the Scheme may result in payments made under the Scheme being stopped or recouped as a simple contract debt.

Dated: _____

Signed: _____

(Applicant Proprietor)

Terms and Conditions

1. GENERAL

The Applicant shall complete and return the Application Form in order that the application for support under the Scheme may be processed.

2. FINANCIAL SUPPORT UNDER THE SCHEME

2.1 The maximum amount of financial support under the Scheme that may be provided is as set out in the document entitled Scheme Details and Procedures for Payments available on the HSE and NTPF websites (“the Scheme Details”) and shall be subject to, amongst other matters, the Overall Cap as those terms are defined in the Scheme Details. For the avoidance of doubt, any payment of financial support under the Scheme which was paid to an applicant under previous terms and conditions of the Scheme, or a predecessor scheme, shall be deemed to be an amount paid under these terms and conditions.

2.2 The financial support under the Scheme may be payable in a number of drawdowns as per the Scheme Details.

2.3 Any financial support under the Scheme accrues to the Nursing Home subject to compliance by the Nursing Home with the obligations on its part under the Scheme.

2.4 Any amount that you received from the Inflation fund, as advised to the HSE by the Dept. of Health, will be deducted from the base amount ordinarily due under TIPS to establish the value, if any, of your claim under TIPS.

3. NO OBLIGATION TO PAY ADDITIONAL SUMS

3.1 Nothing in these terms and conditions shall constitute a commitment on the part of the HSE, the Minister for Health, the Minister for Finance or the Minister for Public Expenditure and Reform to provide any other funding or ongoing financial support under the Scheme to the Nursing Home in respect of the Scheme.

4. NURSING HOME UNDERTAKINGS

Without limiting its obligations in respect of the Scheme, the Nursing Home hereby warrants and undertakes, in addition to any undertakings given in the Application form that:

4.1 It shall not use any funds or support received hereunder for any purpose other than in respect of the Scheme.

4.2 No information provided by it to the HSE, its agents or the NTPF in connection with the Scheme shall be misleading, inaccurate or untrue in any material respect, and all expressions of expectation, intention, belief and opinion contained therein were honestly made on reasonable grounds after due and careful enquiry.

5. ACCESS, MONITORING AND AUDIT

5.1 HSE ACCESS

Subject to any health and safety requirements imposed by law and, where relevant, to any reasonable requirements, the Nursing Home agrees that the HSE and any persons nominated by it will have access to the Nursing Home, at all reasonable times, to validate the expenditure claimed in respect of the application under the Scheme and to examine all documentation used to support the application for support.

5.2 HSE MONITORING

The HSE may elect, at its own cost, to undertake its own monitoring at any time, for any purpose connected with the Support under the Scheme paid made under the Scheme including in order to ensure that the obligations of the Nursing Home are being undertaken in accordance with the Application under the Scheme and to assess whether payments made under the Scheme have been expended in accordance with the Scheme. The Nursing Home will use its reasonable endeavours to assist the HSE in such an exercise. The HSE will inform the Nursing Home of the outcome of the monitoring exercise and the Nursing Home will have due regard to the HSE's comments.

5.3 At HSE's election the Nursing Home may be subject to an external review or audit by HSE, the NTPF or their appointed agents. Failure to co-operate fully with HSE, the NTPF or their agents on a timely basis entitles HSE, at its discretion, to enforce any of the remedies available to it hereunder.

6. LIAISON PROCEDURE

6.1 The Nursing Home and the HSE agree to liaise closely with each other to facilitate communication in respect of the effective operation of the Scheme.

7 REPORTS, RECORDS AND OTHER INFORMATION

7.1 The Nursing Home shall keep such reports and/or records relating to the Scheme in such format and for such periods as the HSE may reasonably notify to the Nursing Home from time to time.

7.2 Following the termination or expiry of the Scheme, the Nursing Home shall at the request of the HSE or its agents, at its own cost, deliver to the HSE or its agents, in the manner and at such location as the HSE or its agents reasonably specifies, all records which are in existence (or, where those records are required by Law to remain with the Nursing Home, copies of them) or such part of such records as the HSE may by notice to the Nursing Home specify. All such records in existence (or copies thereof) shall be retained by the Nursing Home for a minimum period of 6 years.

7.3 The Nursing Home shall, upon reasonable notice, make records available for inspection by or on behalf of the HSE at all reasonable times. The HSE shall be entitled to take copies of all relevant records and for that purpose to use such copying facilities as are maintained at the place where the records are kept.

7.4 The Nursing Home acknowledges the right of the HSE to consult with relevant third parties to obtain any information which the HSE may reasonably require in connection with the application for or a payment under the Scheme. The Nursing Home undertakes to instruct such third parties to furnish any such information to the HSE on request subject to such third party being legally entitled to do so.

7.5 The HSE will publish details of all payments made under the Scheme

8. NURSING HOME BREACH

8.1 Where the HSE becomes aware of any breach of any undertaking, confirmation term or condition of the application for Support under the Scheme or this Agreement then the HSE shall:

- (a) inform the Nursing Home of the breach;
- (b) give the Nursing Home, in writing, a reasonable period, as determined by the HSE, to remedy the breach or, if deemed appropriate by the HSE, specify a programme to remedy the breach.

If the breach is not remedied within the period specified by the HSE then the Applicant will no longer qualify for the payment of Support under the Scheme and the amounts already paid may be recouped as a simple contract debt.

9. DISPUTES and REVIEWS

Where the HSE makes a decision to refuse, in whole or in part, an application for Support under the Scheme, the Applicant may request a review of that decision (in accordance with the HSE's Disputes and Review Process for the Scheme), by giving notice in writing within 10 days of the decision. In the first instance, the matter in dispute will be discussed by nominated persons from the applicant and the HSE with a view to resolving the dispute. If the nominated persons fail to resolve the dispute within twenty (20) days, then the dispute will be referred to a nominated reviewer of the applicant and the HSE. Finally, if the nominated reviewer fails to resolve the dispute within five (5) days then either party may refer the dispute to an

independent person, with relevant expertise, to be nominated by HSE. The review shall be heard otherwise than in public.

10. LOSS OF INCOME

For the avoidance of doubt, nothing shall confer any right on the part of the Nursing Home to receive or any obligation on the part of the HSE or any State entity to pay to the Nursing Home any sum by way of any loss suffered by or caused to the applicant by circumstances arising out of the payment or non-payment of support under the Scheme.

11. ACCOUNTING PROCEDURES

The Nursing Home shall, at its own expense, comply with the reporting and accounting requirements set out in the Scheme Details.

12. VARIATION

The Terms and Conditions of the Scheme may be varied at any time by the HSE at the direction of the Minister for Health. If the terms and conditions of the Scheme are varied, then the applicant will be notified in writing of the variations. Following such variation, the applicant will have the option to withdraw from the Scheme by notice in writing to the HSE. If notice of withdrawal from the Scheme is served by the applicant, the applicant will continue to be bound by all terms, conditions and undertakings which were entered into by the applicant on the date of making this Application.