



APPLICATION TO COVID-19 TEMPORARY ASSISTANCE PAYMENT SCHEME ("the Scheme")

I/we _____

Of _____ (Insert name and address details of applicant)

In respect of _____

(insert name of nursing home), an approved nursing home within the meaning of the Nursing Homes Support Scheme Act, 2009, hereby apply for € _____ in respect of the measures and costs outlined in

- A. Prospective Temporary Standard Assistance Payment (Form A) ☐ * or
- B. Retrospective Standard Assistance Reconciliation Payment (Form B) ☐ * or
- C. Outbreak Assistance Payment (Form C)*

(*tick ☐ as appropriate)

under the Covid-19 Temporary Assistance Payment Scheme ("the Scheme") in respect of
(tick ☐ as appropriate)

- Cleaning /infection prevention and control ☐
- Cohorting isolation and social distancing ☐
- Staff recruitment ☐
- Additional clinical cleaning and support service staff costs ☐
- Training (IPC, end of life care, pronouncement of death, use of oxygen and PPE) ☐
- Communications with families and residents including regarding advanced healthcare directives ☐
- Other ☐

I/we hereby undertake and declare as follows:

1. To undertake the specified measures for which costs are being claimed;
2. To ensure pursuance of value for money in implementing the measures;
3. To adhere to all terms and conditions of the Scheme as set out on the HSE website or the NTPF website;
4. To permit and consent to data sharing with NTPF, Department of Health (“DoH”), HSE and HIQA for the purposes of the full implementation of the Scheme including any reviews, audits or reporting;
5. In the case of the Outbreak Assistance Payment, to provide independent certification of the costs incurred due to Covid-19 outbreak measures where requested;
6. To provide confirmation that costs incurred related to Covid-19 measures where requested;
7. 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;
8. To comply with all relevant guidance issued by HSE, NPHET, HIQA or the DoH regarding the Covid-19 emergency;
9. That we have developed, and will monitor and keep under review, a Covid-19 preparedness plan in line with NPHET recommendations, including:
 - Staff training in IPC measures
 - Covid-19 preventative measures
 - Contingency planning for outbreak management including isolation measures and cleaning procedures;
10. To fully engage and, in a timely manner, provide data and information through processes established by the HSE and HIQA, including any Central Records Management System established (e.g. no. of confirmed cases, admissions, transfers out, death etc.);
11. To submit and to continue to submit all required documentation and evidence to support this application to the HSE and the NTPF;
12. Any funding provided which is found to be invalidated shall be repayable, including, where necessary, through recoupment or deduction from future 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;

13. The proposed measures to be undertaken shall be consistent with any advice provided by State agencies in relation to COVID-19 preparedness and management and funding, and where relevant, funding shall be prioritised towards achieving those measures.

Complete this section if this is an application for Prospective Temporary Standard Assistance Payment
(Form A)

I /we enclose the following in support of this application:

1. amounts claimed in respect of estimated costs;

Complete this section if this is an application for Retrospective Standard Assistance Reconciliation Payment (Form B)

I /we enclose the following in support of this application:

1. the most up to date financial information available to assess baseline costs for the items claimed above;
2. the costs claimed;
3. a description of the measures to be undertaken in relation to these costs and associated high-level data relating to same as indicated on the form.

I DECLARE that the information given by me 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 NTPF and the HSE.

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

I UNDERSTAND that expenditure claimed under the Temporary Standard Assistance Payment funding stream will be ineligible for inclusion in any application for funding under the Covid-19 Outbreak Assistance funding stream.

I 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 Covid-19 and that such funding shall cease upon the cessation of the Scheme. I confirm that the amounts claimed hereunder are less than or equal to the total net increase in costs of the Nursing Home incurred in the month as a result of the Covid-19 crisis.

I 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 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 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 Assistance may be processed.

2. FINANCIAL ASSISTANCE

2.1 The maximum amount of financial assistance that may be provided under the Scheme is as set out in the document entitled Scheme Details and Procedures for Payments under Scheme available on the HSE and NTPF websites (“the Scheme Details”) and shall be subject to, inter alia, the Overall Monthly Cap and the Standard Assistance Payment Cap as those terms are defined in the Scheme Details. For the avoidance of doubt, any payment of financial assistance 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 assistance shall be payable in a number of drawdowns as per the Scheme Details.

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

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 assistance 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 assistance received hereunder for any purpose other than for the performance of its obligations in respect of the Scheme.

4.2 no information provided by it to the HSE, the NTPF or their respective agents 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 implementation of COVID-19 related measures associated with the application under the Scheme and to examine all documentation used to support the application for assistance.

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 Assistance 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 for Assistance 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 respective appointed agents. Failure to co-operate fully with HSE, the NTPF or their respective 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, at its own cost, deliver to the HSE, in the manner and at such location as the HSE 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 the payment of Assistance. 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.

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 Assistance 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 Assistance 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 Assistance, 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 loss of income or loss of earnings caused by circumstances arising out of the Covid-19 crisis.

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.