Dear provider

**Infection Control Fund 2020 – Payments to Care Homes in Lancashire**

*(«CQC\_LOCATION\_NAME». Registered ID: «CQC\_ID» )*

**Background**

As a CQC registered care home you will have recently received notifications directly from the Department of Health and Social Care of the new Infection Control Fund for Care Homes. The details were also published on-line:

1. An overview of the purpose of the Care Home Support Package of which the Infection Control Fund forms a part is at <https://www.gov.uk/government/news/care-home-support-package-backed-by-600-million-to-help-reduce-coronavirus-infections>.
2. The Adult Social Care Infection Control Fund Ring-fenced Grant 2020 – containing the national conditions and the allocation for Lancashire ('the Grant document') are at <https://mcusercontent.com/83b2aa68490f97e9418043993/files/e7a489c7-0469-4e65-94a9-0be0cbae8bce/26_05_Adult_Social_Care_Infection_Control_Fund_Grant_Circular.pdf>

This letter sets out what these announcements mean for the County Council and for you as a care home provider operating within the Lancashire boundaries.

It sets out

* the scale of funding available and how much you will receive,
* the payment arrangements,
* the measures you are expected to fund with your share of the money,
* support from the council,
* the reporting arrangements.

1. **Funding for your care home**

Lancashire's share of the funding is as follows:

* £16,197,303 allocation for Lancashire from Government as part of the national Infection Control Fund
* Of which 75% is to be directly disbursed to care homes within Lancashire which equals £12,147,977
* There are 12,619 CQC registered care home beds in Lancashire (based on May 2020 CQC data).
* The funding of £12,147,977 divided by 12,619  beds = £ 962.67 per bed
* Two payments will be made, the first representing £481.34 per bed and the second £481.33 per bed.

**Based on a total of «Registered\_Beds» registered beds, your home's share of the funding is «TOTAL\_FUNDING».** This amount is payable in two instalments of «Installment\_1» and «Installment\_2».

1. **Payment Arrangements**

We will make payments to your usual payment account which is used for the purposes of business with the council.

The first instalment is expected to be made to your organisation by the 10th June 2020.

This first instalment is being paid to your organisation on the proviso that you have submitted data for the Lancashire Capacity Tracker (or NECS) at least once since the Pandemic started, and that you remain committed to complete the Tracker on a regular basis from now on.

It is a condition of this funding that your care home is completing the Tracker and **our current expectations are that this will be completed daily.**

**It also remains our firm advice to you as a care home provider to continue to complete the Lancashire Tracker (in response to phone calls or directly on-line) and the council will then take responsibility for uploading those details onto NECS, (the national tracker run by the NHS / CQC).**

The remaining grant allocation will be paid in July / early August 2020 and within 10 working days of the second tranche of the Grant having been received by the Council from Government. Payment will also be contingent on the first instalment having been used fully and solely for infection control measures as detailed in the next section, and your continued use of the Lancashire Tracker.

1. **The measures to be funded**

Annex C of the Grant document (as referred to above in the initial section of this letter) sets out what care homes **must** use this money for.

* Ensuring that staff who are isolating in line with Government guidance receive their normal wages while doing so. At the time of issuing this grant determination this included staff with suspected symptoms of Covid 19 awaiting a test, or any staff member for a period following a positive test;
* Ensuring, so far as possible, that members of staff work in only one care home. This includes staff who work for one provider across several homes or staff that work on a part time basis for multiple employers and includes agency staff (the principle being that the fewer locations that members of staff work the better);
* Limiting or cohorting staff to individual groups of residents or floors/wings,

including segregation of COVID-19 positive residents;

* To support active recruitment of additional staff if they are needed to enable staff to work in only one care home or to work only with an assigned group of residents or only in specified areas of a care home, including by using and paying for staff who have chosen to temporarily return to practice, including those returning through the NHS returners programme. These staff can provide vital additional support to homes and underpin effective infection control while permanent staff are isolating or recovering from Covid-19;
* Steps to limit the use of public transport by members of staff. Where they do not have their own private vehicles this could include encouraging walking and cycling to and from work and supporting this with the provision of changing facilities and rooms and secure bike storage or use of local taxi firms;
* Providing accommodation for staff who proactively choose to stay separately from their families in order to limit social interaction outside work. This may be provision on site or in partnership with local hotels.

1. **Support from the Council**

We recognise that many care homes will already be applying some or all of these measures successfully, and yours may be one of them. However for others some of these measures will pose new challenges.

The County Council's Covid-19 Provider portal is a source of information, advice and support on many issues <https://www.lancashire.gov.uk/practitioners/health-and-social-care/care-service-provider-engagement/coronavirus-covid-19-information-for-care-providers/> . Key updates are provided also on the weekly Provider Webinars which are usually held on Fridays.

There is little specific information currently on the portal which is likely to guide you further in relation to these new infection control measures. During the next fortnight or so we will pull together and issue any further tips or advice on how you may be able to apply these measures in your own home. Some of these may be drawn from the experience of our own council care home services, but we know that many of you will have already got your own successful approaches and we want to learn and share those with other providers. There may be some scope for providers to work together on some of the measures.

We would therefore like to invite you to contact us with your ideas or tried and tested approaches on [contractmgmt.care@lancashire.gov.uk](mailto:contractmgmt.care@lancashire.gov.uk). We will incorporate them into any advice and 'top tips' we issue and if you are willing we will provide you with an opportunity to describe them on the Provider Webinar.

*Financial Assistance Programme*

If you have been receiving support over recent weeks through the council's Covid 19 Financial Assistance Programmes for social care, then you will see that the Infection Control Fund meets many of the same costs.  In order to prevent double or duplicate funding we are reviewing the Financial Assistance scheme and will update you about any changes by separate letter and via the Provider Webinar and the Provider Portal.

1. **Compliance with Conditions and Reporting Arrangements**

The Grant Conditions require the Council to provide assurances and evidence to Government that care homes have spent the money as intended. In turn it is a condition of the allocation of funding that your organisation accounts for the use in your care home(s) of all the infection control grant received from the Council.

Details as to the terms and conditions of the grant are provided for in Schedule 1 to this letter. It is also important that you read the Grant Conditions detailed in schedule 1 and the website links above.

Any grant that is unused or used for a different purpose than set out in the grant conditions must be returned to the council and in turn returned to government.

As explained in the Background contained within the Grant document, the funding is provided subject to compliance with State Aid laws and may need to be repaid in the event that this is not the case.  The Council considers that there is a strong argument that this funding does not constitute state aid and that the risk of a challenge would be low. As a care provider the council is also entitled to money under the grant conditions and is proceeding on the basis that the grant does not constitute state aid.

Further information on complying with state aid law can be found at: <https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/443686/BIS-15-417-state-aid-the-basics-guide.pdf> However no guarantee in relation to state aid can be given to you and if after reading this guidance you feel that your circumstances are different you should seek legal advice and take appropriate action.

At Schedule 2 of this letter, you will find a template to record your relevant spending on infection control measures (actuals or planned) and also to confirm that you understand and agree to the grant conditions.

**We require authorised signatory of your organisation to complete and return this template no later than 19 June 2020 and return it to** [carehomefinance@lancashire.gov.uk](mailto:carehomefinance@lancashire.gov.uk) **with an accompanying invoice for the full amount of your grant as detailed in this letter**. This will enable the council to assure Government that the funding is being used appropriately in Lancashire. It will also provide assurance to the Council that the first instalment of this money is being used appropriately, and enable us to make the second payment in a timely way.

Please also include your organisation's preferred email address for any future communication regards the administration of the grant.

Finally, a sincere thank you on behalf of the County Council to you and your staff for your continuing work to provide care and support to your residents. We believe the money and the measures advised in the Grant Conditions should lead to further improvements in infection control measures, but we know that above all it is the continued commitment, ingenuity and compassion of management and staff in your care home and many others that will ensure we are ultimately successful in getting this infection under control.

Yours sincerely

**Tony Pounder**

**Director of Adult Services**

**Schedule 1 – Grant Conditions**

1. The care home provider, as recipient, shall use the grant:
   1. only for the agreed purposes detailed in The Adult Social Care Infection Control Fund Ring-fenced Grant 2020 – containing the national conditions and the allocation for Lancashire ('the Grant document') as referenced at section b of the background information above; and

## in accordance with these terms and conditions.

## The care home providers agrees that the grant shall not be used for any other purpose.

## At all times, the care home provider, as recipient, will use the Lancashire Tracker. No grant shall be paid unless and until the county council is satisfied that such payment will be used for proper expenditure in accordance with the terms and conditions set out in this letter and its schedules.

## The recipient must complete the template return, or agreed equivalent, at Schedule 2 and return it to the county council in order to receive the grant payment.

## The amount of the grant shall not be increased in the event of any overspend by the recipient.

## The recipient shall promptly repay to the county council any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where grant monies have been paid in error before all conditions attaching to the grant have been complied with by the Recipient.

## Should any part of the grant remain unspent, the recipient shall ensure that any unspent monies are returned to the county council.

## The recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the grant monies received by it.

## The recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the grant for a period of at least six years following receipt of any grant monies to which they relate. The county council shall have the right to review, at its reasonable request, the recipient's accounts and records that relate to the expenditure of the grant and shall have the right to take copies of such accounts and records.

## The recipient shall comply and facilitate the county council's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the county council.

## The recipient shall on request provide the county council with such further information, explanations and documents as it may reasonably require in order for it to establish that the grant has been used properly in accordance with the terms and conditions of this letter and its schedules.

## The county council's intention is that the grant will be paid to the recipient in full. However, without prejudice to the county council's other rights and remedies, it may at its discretion withhold or suspend payment of the grant and/or require repayment of all or part of the grant if:

## the recipient uses the grant for purposes other than those for which it has been awarded;

## the recipient provides the county council with any materially misleading or inaccurate information;

## the recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);

## the recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due; or

## the recipient fails to comply with any of the terms and conditions set out in this agreement and fails to rectify any such failure within 14 days of receiving written notice detailing the failure.

## The county council may retain or set off any sums owed to it by the recipient which have fallen due and payable against any sums due to the recipient under this agreement or any other agreement pursuant to which the recipient provides goods or services to the county council.

## Should the recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of its services or compliance with this agreement it will notify the county council as soon as possible so that, if possible, and without creating any legal obligation, the county council will have an opportunity to provide assistance in resolving the problem or to take action to protect the county council and the grant monies.

**Schedule 2 – Confirmation of Grant Spending**

I confirm that my organisation *accepts / does not accept\** the Grant Conditions and the terms and conditions of the grant allocation as detailed in schedule 1.

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| --- | --- |
| ***Name*** |  |
| ***Position*** |  |
| ***CQC ID*** | «CQC\_ID» |
| ***Location*** | «CQC\_LOCATION\_NAME» |

*\*Please delete as necessary. Should you not accept the conditions you will not be eligible for the grant.*

|  |  |
| --- | --- |
| ***MEASURE*** | **AMOUNT** |
| *Measures to isolate residents within their own care homes* |  |
| *Actions to restrict staff movement within care homes* |  |
| *Paying staff full wages while isolating following a positive test* |  |
| ***Other Infection Control Measure***  *Please list below measures your allocation of the infection control fund has / will be used for:* | |
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|  |  |
|  |  |
| ***TOTAL SPEND^*** |  |
| ***GRANT ALLOCATION^*** | ***«TOTAL\_FUNDING»*** |

*^Please ensure the totals match*