

Dear provider

## **Infection Control Fund 2020 – Payments to CQC registered non-residential care providers in Lancashire**

**Provider Name**

### **Background**

At previous Lancashire County Council Covid-19 Provider Webinars we have advised providers of the Department of Health and Social Care's new Infection Control Fund (the Fund). The details were also published on-line:

- a) 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>.
- b) The Adult Social Care Infection Control Fund Ring-fenced Grant 2020 – containing the national conditions and the allocation for Lancashire ('the Grant document') is at [https://mcusercontent.com/83b2aa68490f97e9418043993/files/e7a489c7-0469-4e65-94a9-0be0cbae8bce/26\\_05\\_Adult\\_Social\\_Care\\_Infection\\_Control\\_Fund\\_Grant\\_Circular.pdf](https://mcusercontent.com/83b2aa68490f97e9418043993/files/e7a489c7-0469-4e65-94a9-0be0cbae8bce/26_05_Adult_Social_Care_Infection_Control_Fund_Grant_Circular.pdf)

Our communications in recent weeks with Lancashire providers about the Fund have been mostly targeted at Care Homes where we are mandated to allocate 75% of the money available based on a bed based formula.

However that leaves 25% of the Fund available to allocate in other areas as long as spending is for the broad purposes outlined in the national conditions referred to above.

This letter sets out the County Council's proposals for allocation to CQC non-residential care providers operating within the administrative boundary of Lancashire.

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 service**

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, however, national conditions required £12,147,977 to be passed directly to care homes leaving £4,049,325 support other aspects of the social care market.

- First tranche provided to LCC is 50% of this amount equates to approximately £2m and subtracting other commitments made (e.g. to support Day Services in Lancashire) this leaves £1.5M to allocate to non –residential care providers in Lancashire.

### **A fair way to support your service**

- On 27 May 2020 (the date LCC received the funding) there were 8,446 individuals being supported across CQC registered non- residential care providers commissioned by Lancashire. This includes services such as Home Care, Crisis Services, Re-ablement, Supported Living and Extra Care.
- The funding of £1.5m divided by 8,446 people using such services = £ 177.60 per person
- One payment will be made to your organisation, representing £177.60 x the number of LCC funded / commissioned individuals your service was supporting as at 27 May 2020

**Based on our records of those people funded by LCC a total of **number** your service's share of the funding is **total funding**.**

## **2. Payment Arrangements**

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

The payment is expected to be made to your organisation by the 3rd July 2020.

## **3. The measures to be funded**

Non - residential care services **must** use this money for:

- Infection Control
- Workforce Resilience measures

In the documents referenced at point b. at the beginning of this letter you will see that at Annex C, the Grant Conditions, there are some examples of what measures may be funded.

In addition at Annex A, Grant Determination, there are a range of other measures proposed specifically for the care home sector. Some of these measures may be relevant also to the non-residential care sector and you are certainly advised to consider to what extent any of the ideas or broad purposes contained within those documents are relevant to your service in deciding how to spend this money.

There is also information published by the Care Providers' Alliance at <https://careprovideralliance.org.uk/assets/pdfs/CPA-Infection-Control-Fund-Examples-for-reporting-to-LAs.pdf> which may give you further ideas of how the money may be spent to ensure better infection control or workforce resilience.

It is also worth emphasising that there is no prohibition on non – residential services spending this money on the purchase of PPE. This is in contrast to the Government's position set out in their published documents relating to care homes.

#### **4. Support from the Council**

We recognise that many non-residential care providers will already be applying some of these measures successfully, and yours may be one of them. However for others some 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 Provider Webinars which are usually held on Fridays. These are now being held fortnightly.

##### Financial Assistance Programme

If you have been receiving support over recent weeks through the County 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 will cease further scheduled payments to non – residential care providers from 6<sup>th</sup> July 2020. We will write separately to notify you of the details if you are one of the providers affected by this.

##### Provider Webinar

You will already be aware that the Council has been running webinars each week for Providers during the Covid-19 pandemic. Later this week on Friday 3<sup>rd</sup> July from 1 to 2pm the Provider Webinar will be wholly focused on the Infection Control Fund and is for non-residential care providers in receipt of this letter. You are strongly encouraged to sign up to take part, and also to share any questions you may have in advance with us so we can prepare answers. Details are as follows:

**You are invited to a Zoom webinar.**

**When: Jul 3, 2020 01:00 PM London**

**Topic: Non-Residential Provider Webinar**

**Please click the link below to join the webinar:**

**<https://us02web.zoom.us/j/88530046451?pwd=Vm1UYThLZ3h3WnhhWHhWNDVZcDV0Zz09>**

**Password: 825316**

#### **5. Compliance with Conditions and Reporting Arrangements**

The Grant Conditions require the County Council to provide assurances and evidence to Government that all care providers 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 service(s) of all of the Fund received from the County 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 County 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](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 17 July 2020 and return it to [contractmgmt.care@lancashire.gov.uk](mailto:contractmgmt.care@lancashire.gov.uk) with an accompanying invoice for the full amount of your grant as detailed in this letter.** This will enable the County Council to assure Government that the funding is being used appropriately in Lancashire. It will also provide assurance to the County Council that the money is being used appropriately.

On the basis of these returns the Council will be in a better position to judge and determine how the second tranche of money (due in late July / August) should be allocated.

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

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 service users. 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 services 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 non-residential care provider, as recipient, shall use the grant:
  - a. only for the agreed purposes, to include purchase of PPE, 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
  - b. in accordance with these terms and conditions.
2. The provider agrees that the grant shall not be used for any other purpose.
3. 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.
4. The amount of the grant shall not be increased in the event of any overspend by the recipient.
5. 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.
6. Should any part of the grant remain unspent, the recipient shall ensure that any unspent monies are returned to the county council.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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:

- a. the recipient uses the grant for purposes other than those for which it has been awarded;
  - b. the recipient provides the county council with any materially misleading or inaccurate information;
  - c. 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);
  - d. 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
  - e. 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.
12. 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.
13. In the event that there is a dispute between the parties in relation to the Fund, the parties shall act reasonably in agreeing a suitable outcome. The objective of both parties in resolving any dispute is to ensure that all of the Fund is spent on infection control or wider workforce resilience and to reduce the risk of government clawback of the Fund.
14. Notwithstanding clause 13, the county council shall have final say as to whether to make payment to the recipient.
15. 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.

<b>Name</b>	
<b>Position</b>	
<b>CQC ID</b>	
<b>Location</b>	

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

<b>Measure</b>	<b>£</b>
Additional Staffing Costs to Manage COVID 19	
Additional Management Costs to Manage COVID 19	
Capital costs to enable cohorting of staff & service users	
Additional revenue costs to enable cohorting of staff & service users	
Additional staffing costs to facilitate COVID-19 additional cleaning	
Accommodation costs of staff to minimise social contact	
Travel costs of staff to minimise social contact	
Staffing costs of managing COVID-19 testing.	
Staffing costs of enhanced observation levels required for COVID-19	
Staff training costs for COVID-19 infection control	
Additional equipment costs to manage COVID19 infection control	
Additional PPE costs	
<b>TOTAL SPEND^</b>	
<b>GRANT ALLOCATION^</b>	<b>Total funding</b>

*^Please ensure the totals match*