

DATED: _____ **2020**

GRANT AGREEMENT

(Adult Social Care Infection Control Fund Payment to Care Home Providers)

between

(1) NORTH EAST LINCOLNSHIRE BOROUGH COUNCIL

and

(2) _____

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THIS DEED is dated

2020

PARTIES

- (1) North East Lincolnshire Borough Council of Municipal Offices, Town Hall Square, Grimsby, DN31 1HU (**Funder**).
- (2) _____ of _____ (**Recipient**)
being an adult social care provider.

BACKGROUND

- (A) The Funder has agreed to pay the Grant to the Recipient to assist it in carrying out the Project.
- (B) This Agreement sets out the terms and conditions on which the Grant is made by the Funder to the Recipient.
- (C) These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.

AGREED TERMS

1. DEFINITIONS

In this Agreement the following terms shall have the following meanings:

Adult Social Care Infection Control Fund (ICF): The primary purpose of the ICF is to support adult social care providers to reduce the rate of Covid-19 transmission in and between care homes and support wider workforce resilience

Bribery Act: the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

Commencement Date: date of execution and completion of this Agreement

Data Protection Legislation: the UK Data Protection Legislation and any other directly applicable European Union regulation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

Governing Body: the governing body of the Recipient including its directors or trustees.

Grant: the sum of to be paid to the Recipient in accordance with this Agreement and on the basis of care home beds registered with the Care Quality Commission and where conditions (**Schedule 3**) are met.

Grant Period: the period for which the Grant is awarded starting on the Commencement Date and ending on 23rd September 2020.

ICF: See Adult Social Care Infection Control Fund

Prohibited Act: means:

- (a) offering, giving or agreeing to give to any servant of the Funder any gift or consideration of any kind as an inducement or reward for:
 - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Funder; or
 - (ii) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Funder;
- (b) entering into this Agreement or any other contract with the Funder where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Funder;
- (c) committing any offence:
 - (i) under the Bribery Act;
 - (ii) under legislation creating offences in respect of fraudulent acts; or
 - (iii) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Funder; or
- (d) defrauding or attempting to defraud or conspiring to defraud the Funder.

Project: the project described in Schedule 1.

Project Manager: the individual who has been nominated to represent the Funder for the purposes of this Agreement.

SGEI Decision means the European Commission's Decision on Services of General Economic Interest dated 20 December 2011 (2012/21/EU) and further the position of the Department of Health and Social Care (DHSC) considering that the following measures are covered by the Services of General Economic Interest Decision (SGEI) 2012/21/EU because the measures will help reduce the incidence and spread of COVID-19 and are over and above that which care providers would normally be expected to provide and are of particular importance to and are in the interest of care home residents, workers and their families and the general public. Further, they are not being provided by the market at the level or quality required by the market, and thus to secure their provision compensation needs to be provided to an undertaking or set of undertakings:

- 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.

SGEI Entrustment means the entrustment for public service obligations, as set out in Schedule 2 of this Deed in order to ensure that any Grant received by a Recipient complies with State Aid laws and regulations.

Site: means _____(a Care Quality Commission registered Care Home).

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679), the Data Protection Act 2018, the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

2. PURPOSE OF GRANT

- 2.1 The Recipient shall use the Grant only for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose.

2.2 The Recipient shall not make any significant changes to the Project.

2.3 The terms of this Agreement are personal to the parties to it.

3. PAYMENT OF GRANT

3.1 Subject to clause 12, 3.2 and the conditions set out at Schedule 3, the Funder shall pay the Grant to the Recipient. The parties acknowledge that subject to compliance with the terms of this Agreement and availability of further funding a further grant payment may be made in July 2020 or thereabouts. No reliance should be made or inferred that any such payment may be forthcoming.

3.2 No Grant shall be paid unless and until the Funder is reasonably satisfied that such payment will be used for proper expenditure in the delivery of the Project.

3.3 The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Project.

3.4 The Recipient shall promptly repay to the Funder 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.

3.5 To facilitate payment of the Grant the Recipient shall complete the template set out at Schedule 4 of this Agreement and return to the Recipient upon signature of this Agreement. The Recipient shall take full responsibility in ensuring that the template is accurately completed. No liability shall rest with the Funder in the event of inaccurate information.

4. USE OF GRANT

4.1 The Recipient shall only use the Grant in pursuance of the Project and supporting measures set out in Schedule 1.

4.2 The Recipient shall not spend any part of the Grant on the delivery of the Project after the Grant Period.

4.3 Should any part of the Grant remain unspent at the end of the Grant Period, the Recipient shall ensure that any unspent monies are returned to the Funder.

4.4 Any liabilities arising at the end of the Project must be managed and paid for by the Recipient using other resources of the Recipient. There will be no additional funding available from the Funder for this purpose.

4.5 The Funder will provide the Grant to the Recipient under the SGEI Decision, provided that the Funder provides the Recipient with the SGEI Entrustment in Schedule 2 and complies with the conditions of the SGEI Decision.

5. ACCOUNTS AND RECORDS

5.1 The Grant shall be shown in the Recipient's accounts as a restricted fund and shall not be included under general funds.

5.2 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.

5.3 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 Funder shall have the right to review, at the Funder's 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.

5.4 The Recipient shall on request provide the Funder with a copy of its annual accounts within six months (or such lesser period as the Funder may reasonably require) of the end of the relevant financial year in respect of each year in which the Grant is paid.

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

6. MONITORING AND REPORTING

6.1 The Recipient shall closely monitor the delivery and success of the Project throughout the Grant Period to ensure that the aims and objectives of the Project are being met and that this Agreement is being adhered to.

6.2 The Recipient shall provide on request the Funder with a financial report and an operational report on its use of the Grant and delivery of the Project every month and in such formats as the Funder may reasonably require. The Recipient shall provide on request the Funder with each report within three working days of the last day of the month to which it relates.

- 6.3 The Recipient shall on request provide the Funder with such further information, explanations and documents as the Funder may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.
- 6.4 The Recipient shall permit any person authorised by the Funder such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.
- 6.5 The Recipient shall permit any person authorised by the Funder for the purpose to visit the Recipient once every month to monitor the delivery of the Project. Where, in its reasonable opinion, the Funder considers that additional visits are necessary to monitor the Project, it shall be entitled to authorise any person to make such visits on its behalf.
- 6.6 The Recipient shall provide on request the Funder with a final report on completion of the Grant Period which confirm whether the Project has been successfully and properly completed.

7. ACKNOWLEDGMENT AND PUBLICITY

- 7.1 Not used.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 Not used.

9. CONFIDENTIALITY

- 9.1 Not used.

10. FREEDOM OF INFORMATION

- 10.1 The Recipient acknowledges that the Funder is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIRs**).
- 10.2 The Recipient shall in relation to the Project:
- (a) provide all necessary assistance and cooperation as reasonably requested by the Funder to enable the Funder to comply with its obligations under the FOIA and EIRs;

- (b) transfer to the Funder all requests for information relating to this Agreement that it receives as soon as practicable and in any event within 2 working days of receipt;
 - (c) provide the Funder with a copy of all information belonging to the Funder requested in the request for information which is in its possession or control in the form that the Funder requires within 5 working days (or such other period as the Funder may reasonably specify) of the Funder's request for such information; and
 - (d) not respond directly to a request for information unless authorised in writing to do so by the Funder.
- 10.3 The Recipient acknowledges that the Funder may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Recipient. The Funder shall take reasonable steps to notify the Recipient of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the Funder shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

11. DATA PROTECTION

- 11.1 Both parties will comply with all applicable requirements of and all their obligations under the Data Protection Legislation which arise in connection with this Agreement.

12. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT

- 12.1 The Funder's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to the Funder's other rights and remedies, the Funder 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 they have been awarded;
 - (b) the delivery of the Project does not start within 14 days of the Commencement Date and the Recipient has failed to provide the Funder with a reasonable explanation for the delay;
 - (c) the Funder considers that the Recipient has not made satisfactory progress with the delivery of the Project;
 - (d) the Recipient is, in the reasonable opinion of the Funder, delivering the Project in a negligent manner;
 - (e) the Recipient obtains duplicate funding from a third party for the Project;

- (f) the Recipient obtains funding from a third party which, in the reasonable opinion of the Funder, undertakes activities that are likely to bring the reputation of the Project or the Funder into disrepute;
- (g) the Recipient provides the Funder with any materially misleading or inaccurate information;
- (h) the Recipient commits or committed a Prohibited Act;
- (i) any member of the governing body, employee or volunteer of the Recipient has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (b) taken any actions which, in the reasonable opinion of the Funder, bring or are likely to bring the Funder's name or reputation into disrepute;
- (j) 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);
- (k) 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
- (l) 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 30 days of receiving written notice detailing the failure.

12.2 The Funder 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 Funder.

12.3 The Recipient shall make any payments due to the Funder without any deduction whether by way of set off, counterclaim, discount, abatement or otherwise.

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

13. ANTI-DISCRIMINATION

13.1 The Recipient shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment.

- 13.2 The Recipient shall take all reasonable steps to secure the observance of clause 13.1 by all servants, employees or agents of the Recipient and all suppliers and sub-contractors engaged on the Project.

14. HUMAN RIGHTS

- 14.1 The Recipient shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if the Recipient were a public body (as defined in the Human Rights Act 1998).
- 14.2 The Recipient shall undertake, or refrain from undertaking, such acts as the Funder requests so as to enable the Funder to comply with its obligations under the Human Rights Act 1998.

15. LIMITATION OF LIABILITY

- 15.1 The Funder accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from withdrawal of the Grant. The Recipient shall indemnify and hold harmless the Funder, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Project, the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.
- 15.2 Subject to clause 15.1, the Funder's liability under this Agreement is limited to the payment of the Grant.

16. WARRANTIES

The Recipient warrants, undertakes and agrees that:

- (a) it has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant);
- (b) it has not committed, nor shall it commit, any Prohibited Act;
- (c) it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Funder immediately of any significant departure from such legislation, codes or recommendations;
- (d) it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;

- (e) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (f) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (g) all financial and other information concerning the Recipient which has been disclosed to the Funder is to the best of its knowledge and belief, true and accurate;
- (h) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;
- (i) it is not aware of anything in its own affairs, which it has not disclosed to the Funder or any of the Funder's advisers, which might reasonably have influenced the decision of the Funder to make the Grant on the terms contained in this Agreement; and
- (j) since the date of its last accounts there has been no material change in its financial position or prospects.

17. INSURANCE

17.1 The Recipient shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss (the **Required Insurances**).

17.2 The Required Insurances referred to above include (but are not limited to):

- (a) public liability insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) in relation to any one claim or series of claims arising from the Project; and
- (b) employer's liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Project.

The Recipient shall (on request) supply to the Funder a copy of such insurance policies and evidence that the relevant premiums have been paid.

18. DURATION

18.1 Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the anniversary of expiry of the Grant Period or for so long as any Grant monies remain unspent by the Recipient, whichever is longer.

- 18.2 Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

19. ASSIGNMENT

The Recipient may not, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.

20. WAIVER

No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

21. NOTICES

All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

22. DISPUTE RESOLUTION

- 22.1 In the event of any complaint or dispute (which does not relate to the Funder's right to withhold funds or terminate) arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the Project Manager or any other individual nominated by the Funder from time to time.
- 22.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Project Manager or other nominated individual, as the case may be, either party may refer the matter to the Chief Executive of the Funder and the Chair or Chief Executive of the Recipient with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the Funder and the Recipient.
- 22.3 In the absence of agreement under clause 22.2, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other

appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

23. NO PARTNERSHIP OR AGENCY

This Agreement shall not create any partnership or joint venture between the Funder and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

24. JOINT AND SEVERAL LIABILITY

Where the Recipient is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Recipient shall be jointly and severally liable for the Recipient's obligations and liabilities arising under this Agreement.

25. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

26. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement

27. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 The Project

To provide support to adult social care providers, including those with whom the local authority does not have a contract, to reduce the rate of COVID-19 transmission in and between care homes and support wider workforce resilience to deliver infection control. The grant must only be used to support care homes and domiciliary providers to tackle the risks of COVID-19 infections.

75% of the overall funding available to the Funder under the ICF shall be used to support the Recipient in the following measures in respect of qualifying care homes:

- 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.

3. As part of the ICF the Funder may use the other 25% of the available funding under the ICF (but does not have to do so) on other Covid19 infection control measures payments including domiciliary care and wider workforce measures. Any such additional payment will be at the absolute discretion of the Funder.

Schedule 2 SGEI Entrustment

The Funder entrusts the Recipient for the Grant Period a public service obligation to undertake activities to reduce the rate of COVID-19 transmission in and between care homes and support wider workforce resilience to deliver infection control. Nothing in this entrustment and public service obligation requires the Recipient to incur liabilities unless it has secured public or other funding to do so.

Schedule 3 Conditions

The Recipient shall:

The national capacity tracker

1. have completed the national capacity tracker at least once prior to receiving the first ICF grant payment and must continue to complete the national capacity tracker consistently
2. If the Recipient does not continue to complete the national capacity tracker consistently, no second ICF grant payment will be made to the Recipient

Use of ICF monies for infection control measures only

3. The Grant MUST only be spent on Infection Control Measures. Infection Control Measures are defined as those which:
 - a) Ensure that staff who are isolating in line with government guidance receive their normal wages while doing so. This includes staff with suspected symptoms of Covid-19 awaiting a test, or any staff member isolating for a period following a positive test
 - b) Ensure, 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 bank and agency staff (the principle being that the fewer locations that members of staff work the better)
 - c) Limit or cohort staff to individual groups of residents or floors/wings, including segregation of Covid-19 positive residents
 - d) 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
 - e) Steps to limit the use of public transport by members of staff. Where staff 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
 - f) Provide 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
4. The costs of any Infection Control Measures will be met by Providers on the basis that
 - a) there is no increase in any relevant rates (except those relating to hourly rates of pay to ensure staff movement from one care home to another care home is minimised) from the existing rates
 - b) third party charges (for example, of costs to avoid the use of public transport) are paid at the normal market rates and
 - c) in no circumstances is any element of profit or mark-up applied to any costs or charges incurred
5. ICF monies will not be used for fee uplifts, expenditure already incurred or activities for which the Council has allocated expenditure or activities which do not support the primary purpose of the ICF
6. The Recipient will provide the Funder with a statement certifying that that the Recipient has spent the funding on those measures by 23 September 2020.
 - if requested to do so will provide the Funder or DHSC with receipts or such other information as they request to evidence that the funding has been so spent.
 - provide DHSC or the Funder with an explanation of any matter relating to funding and its use by the Recipient as they think necessary or expedient for

the purposes of being assured that the money has been used in an appropriate way in respect of those measures.

- will return any amounts which are not spent on those measures.

Schedule 4 Template for Banking Information

(To be copied onto Recipient's Letterhead and returned to the Funder as directed)

BANKING INFORMATION TO FACILITATE PAYMENT TO THE RECIPIENT

Bank details

Account name *

Bank sort code *

Bank account number *

Proof of bank account details

We require evidence that the bank account details you are providing relate to the business registered for business rates. Please attached evidence/ photograph of the business bank account. We do not need to see transaction information for your account, and these can be redacted/ removed

Terms and conditions

It is the sole responsibility of the person submitting this form to ensure that:

1. Any information provided by you as part of your claim including but not limited to your bank account details, are correct; and
2. You have the relevant power and/or authorisation on behalf of your company to authorise payments into the bank account provided;

North East Lincolnshire Council shall not be liable to you or held responsible by you for any payments that are made, including but not limited to where payments are made to an incorrect bank and cannot guarantee that grant payment will be made.

North East Lincolnshire Council reserve the right to reclaim any funding that is given to you, including but not limited to where the funding is given in error or due to you providing the council with false and/or misleading information.

Further, North East Lincolnshire Council reserve the right to undertake further checks to confirm eligibility for the grant and will contact you directly should this be required or there are any matters that we need to discuss regarding your claim.

By ticking the box below I acknowledge, accept and declare that:

1. I understand that if I deliberately provide information that I know is, or might be untrue or misleading, any grant awarded to me will be fully recovered and further action may be taken against me such as court proceedings
2. The information I have provided on behalf of my company or organisation is true and accurate to the best of my knowledge;
3. I am in a position to authorise payments into the referenced bank account
4. The bank account details are accurate and that the funds from this grant will be placed into this account;
5. North East Lincolnshire Council does not guarantee any funding will be paid; and
6. I consent to North East Lincolnshire Council processing any information that I have provided to the Council through this application, within its own organisation or such information as required to central government and in accordance with the Data Protection Legislation in order to process my claim successfully

☐

I agree

EXECUTED AS A DEED BY
NORTH EAST LINCOLNSHIRE BOROUGH COUNCIL
Acting by two Authorised Signatories:

Authorised Signatory

Authorised Signatory

EXECUTED AS A DEED

By the Recipient
acting by two Directors/Director and its Secretary)

Director

Secretary/Director

OR (Where Recipient is an Individual and not a Company):

Signed as a deed by

_____ (full name of individual) Signature: _____

in the presence of:

Signature of witness: _____

Name (in BLOCK CAPITALS): _____

Address: _____
