

11 March 2022

Dear Colleague,

SUBJECT: 2022/23 INFLATIONARY PRICE UPLIFTS FOR ADULT SOCIAL CARE SERVICES PURCHASED BY SALFORD CARE ORGANISATION

This letter sets out Salford's approach to uplifting fees paid for Adult Social Care (ASC) services for inflationary pressures in 2022/23.

I would like to thank you for your hard work and continued commitment to providing vital services to vulnerable residents of Salford. The COVID-19 (C19) pandemic presented the sector with many challenges and Salford partners remain greatly appreciative of how ASC providers have worked with us to support people in these unprecedented times. Although the challenges have by no means come to an end, we are optimistic that we can now collectively look forward to and start planning for a return to a greater degree of normality in the summer and beyond. The pandemic has placed significant financial as well as operational burdens on providers and Salford statutory partners. Salford has worked diligently to put in place an extensive C19 financial support offer for the local ASC market over the last year. We have distributed over £9 million of Infection Control Fund, Rapid Testing Fund and ASC Workforce Capacity Fund grants whilst supporting providers to comply with the grant conditions so that they meet the criteria in order to qualify for grant payments.

This financial support package has been essential in stabilising the market during the pandemic and keeping residents and families safe and supported. In the context of this extensive C19 financial support package, and our continued commitment to work closely with our provider market, this letter focuses solely on inflationary pressures in 2022/23, and the uplifts to fees that Salford Care Organisation will be paying to ASC providers.

Real Living Wage pay from April 2022

Building on our commitment to support improved pay and conditions in the local care sector, which has seen minimum pay rates in excess of National Living Wage being adopted across the market in recent years, we are pleased to confirm that Salford partners are supportive of the Living Wage Foundation's recommended 'Real Living Wage' of £9.90 from April 2022 across the Salford Adult Social Care market.

The rates proposed are intended to enable providers of care services in Salford to adopt this minimum pay policy for 2022/23 alongside an adjustment to reflect increases to Employer's National Insurance Contributions and inflationary measures for non-pay costs. The rates applicable to your area of service are set out in the appended contract variation, which we would ask you to consider before signing and returning to asc.procurement@srft.nhs.uk at your earliest convenience, no later than 31st March 2022. For the avoidance of doubt, the £9.90 rate is expected to be applied to all workers over the age of 18 including non-care giving staff.

If you have any questions about the content of this letter to avoid misdirection or delay, please write to asc.procurement@nca.nhs.uk.

Application of inflationary uplifts

On receipt of a signed variation, as set out in the appendix to this letter, our systems will be adjusted to reflect the uplifted rates for commissioned services going forward.

Where fees are paid by way of scheduled payments, you will see adjustments to future remittances by the next available payment date. Where you are required to submit invoices via our Provider Portal, you will see updated rates in the portal within 2 weeks of receipt, enabling you to adjust your invoice uploads.

If you experience any issues with billing at revised rates once returning your signed variation, please contact asc.procurement@srft.nhs.uk in the first instance.

Market Sustainability and Fair Cost of Care Fund 2022/2023

Starting in early April 2022, we will commence market engagement on a fair cost of care exercise to determine sustainable rates for Adult Social Care services going forward. The expectation is that providers will fully engage with this exercise, contributing clear and transparent information on operational costs, expectations for financial return and information on self-funder activity which may be supported through SCO-commissioned contracts from October 2023. Rather than adopt an entirely localised approach, we will consider any regional and/or national methodologies developed in the coming weeks and months in the knowledge that many providers work across Local Authority areas.

<https://www.gov.uk/government/publications/market-sustainability-and-fair-cost-of-care-fund-2022-to-2023/market-sustainability-and-fair-cost-of-care-fund-purpose-and-conditions-2022-to-2023>

Yours faithfully,

A handwritten signature in black ink, appearing to read 'Charlotte Ramsden', is enclosed in a thin black rectangular border.

Charlotte Ramsden

Strategic Director People

Salford City Council

Variation Agreement

Contract:	Contract for Provision of Care and Accommodation in a Registered Care Home: [REDACTED]
Proposed by:	Northern Care Alliance NHS Foundation Trust, formerly Salford Care Alliance NHS Foundation Trust
Date of Variation Agreement:	[Insert date when signed by both parties]

Capitalised words and phrases in this Variation Agreement have the meanings given to them in the Contract referred to above.

1. In consideration of their respective obligations under the Contract (as varied by this Variation Agreement) the Parties have agreed the Variation detailed below:

Ethical employment practices

The Provider must offer the opportunity for all Staff to be employed on fixed hours contracts and must evidence that, where Staff have accepted the offer, sixty per cent (60%) of Staff will be employed on a fixed hours contract within six (6) months of that acceptance.

Where Staff have accepted the offer of, or have requested fixed hour contracts, the percentage of such Staff not employed on zero-hour contracts should rise to 100% within twelve (12) months of that acceptance.

The Provider agrees that Staff which are recruited during the term of the Contract shall be employed under the terms of fixed hours contracts but must offer the opportunity for those recruited staff to be employed on zero hours contracts and must evidence that offer.

In addition, and for the avoidance of doubt, where any member of Staff requests to be employed under the terms of a fixed hours contract, the Provider will comply with that request.

The Provider shall pay all Staff employed in provision of the Service an hourly rate equivalent or greater than £9.90 per hour ("Hourly Pay Rate").

The Provider shall pay Staff the Hourly Pay Rate for all time spent travelling during the course of a working shift.

The Provider shall pay staff the Hourly Pay Rate for any induction and other training undertaken by Staff.

Staff will be paid in full for all necessary expenses incurred in the course of their duties in providing the Services.

The Provider shall provide all equipment necessary (such as mobile telephone) for staff in provision of the Service, and all Staff must be given training in the use of any equipment which includes generic, industry and person-centred training responding to individual needs and requirements.

Where appropriate, and at the Provider's cost, the Provider will ensure that Staff are provided with uniform(s) which are fit for purpose for the provision of the Service, and which will ensure that Staff can be identified.

During periods of absence due to sickness, the Provider will pay Statutory Sick Pay (SSP) as a minimum to Staff, provided that relevant requirements are met.

At the Provider's cost, the Provider will ensure that the training needs of Staff are regularly reviewed, and skills are updated, allowing staff the opportunity to enhance their skills and knowledge around health and wellbeing by accessing relevant training and qualifications, and by providing staff with the opportunity to regularly meet other Staff to share best practice.

The Provider shall recognise the freedom of its Staff to be a member of a trade union and shall not do, or knowingly permit to be done, anything having or intended to have the effect of discouraging any person employed or about to be employed by it from becoming or continuing as a member of a trade union.

The Provider acknowledges that Clause 21 of the Contract (Financial Monitoring and Auditing) applies to the requirements under this Variation Agreement in full and warrants that all relevant records will be maintained and made available to the Authority on request.

With effect from 04 April 2022, fees payable for services under the Contract* will be amended as follows:

	2021/22 Weekly Rate(s)	2022/23 Weekly Rate(s)
Standard Rate	Up to £516.00	£543.91 minimum
Non-standard Rate	Above £516.00	+5.40%

* Excluding any third-party contributions (e.g. privately funded "top-ups" and NHS Funded Nursing Care)

2. The Variation takes effect on 04 April 2022.

IN WITNESS OF WHICH the Parties named below have signed this Variation Agreement on the date(s) shown below

Signed by the authorised representative of THE AUTHORITY

Name:	Signature:
Position:		



Name:	Signature
Position:		