



# **Grant Agreement**

## **Tending Mental Health Hub**

# **Grant Agreement**

## **Draft issued for use and feedback**

Version number: 3

First published: Version 1 February 2015

Updated: Version 3 July 2018 (changes as a result of GDPR to 15.1, 15.5 and Interpretation)  
Version 2 March 2016 (addition of text under s2.2.3 and addition of s7.5)

Prepared by: NHS Standard Contract Team  
nhscb.contractshelp@nhs.net

Classification: Official

Publications Gateway Approval Number: 08257

**Contents**

Parties ..... 4

Background ..... 4

Agreed terms ..... 5

1. Interpretation..... 5

2 Purpose and Scope of the Grant..... 7

3 Payment of the Grant..... 8

4 Third-Party Funding ..... 9

5 Recipient’s Warranties ..... 9

6 Project Standards and Conduct ..... 9

7 Safeguarding..... 10

8 Repayment or recovery of the Grant..... 11

9 Duration, termination and consequences of termination ..... 12

10 Insurance ..... 13

11 Accounting and record keeping..... 13

12 Reporting and Review..... 14

13 Publicity and NHS Branding..... 14

14 Assets ..... 15

15 Data Protection and Information Governance ..... 15

16 Confidentiality ..... 16

17 Liability ..... 17

18 General ..... 17

Schedule 1 - The Project ..... 20

Schedule 2 – The Grant..... 21

Annex A – The Application.....22

# THIS AGREEMENT is dated 1<sup>st</sup> March 2022

## Parties

- (1) **NORTH EAST ESSEX CLINICAL COMMISSIONING GROUP** (the **CCG**).
- (2) **CITIZENS ADVICE TENDRING** incorporating the Tendring Mental Health Hub and Tendring Community Clothing Hub whose registered office is at CAB Community Clothing, 148-150 Old Road, Clacton, C015 3BA (the **Recipient**).

## Background

- (A) The Tendring Mental Health Hub is a partnership project that provides non-clinical holistic assessments to Tendring residents aged 18+ suffering from mental ill health and acts as a point of referral for both individual service users, statutory and voluntary sector partners (the Activities). The Recipient has applied to the CCG for grant funding for the Project in furtherance of these Activities.

The Hub is delivered by Citizens Advice Bureau Tendring and has been operating successfully under grant agreements since 2017.

- (B) The CCG has the discretion, under section 14Z6 of the National Health Service Act 2006, to award grants to Voluntary Organisations that provide services that are similar to those in respect of which the CCG has functions.
- (C) In order to assist the Recipient in furthering its Activities by carrying out the Project, and in consideration of the undertakings given by the Recipient in this Agreement, the CCG wishes to make this Grant on the terms and conditions of this Agreement.
- (D) The CCG does not require the delivery of services from the Recipient, and the Recipient is not obliged to provide services under this Agreement, but the CCG makes the Grant conditional on the terms and conditions of this Agreement in order to safeguard the funds contained in the Grant and to ensure the appropriate use of the Grant by the Recipient.

## *Agreed terms*

## 1. Interpretation

The following definitions apply in this Agreement:

<b>Activities</b>	has the meaning given to it in the Background to this Agreement
<b>Application</b>	the Recipient's application to the CCG to request or apply for grant funding in relation to the Project, including without limitation any application at Annex A, any materials referred to or included in its application and any representations made by the Recipient in connection with the application
<b>Assets</b>	any assets that are to be purchased or developed with Grant monies, including equipment or any other assets (including intangible assets), as listed (where applicable) in Schedule 1
<b>Bribery Act</b>	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
<b>Caldicott Guardian</b>	the senior health professional responsible for safeguarding the confidentiality of patient information

<b>Data Guidance</b>	any guidance applicable to the Recipient and/or the Project regarding information governance, confidentiality, privacy or compliance with Data Protection Legislation which is publicly available or notified to the Recipient by the CCG or any Regulator. This includes but is not limited to guidance issued by NHS Digital, the National Data Guardian for Health & Care, the Department of Health, NHS England, the Health Research Authority, Public Health England, the European Data Board and the Information Commissioner
<b>Data Protection Legislation</b>	(i) the Data Protection Act 1998 (ii) the General Data Protection Regulation ( <i>Regulation (EU) 2016/679</i> ), the Law Enforcement Directive ( <i>Directive (EU) 2016/680</i> ) and any applicable national laws implementing them as amended from time to time (iii) the Data Protection Act 2018 (iv) all applicable law concerning privacy, confidentiality or the processing of personal data including but not limited to the Human Rights Act 1998, the Health and Social Care (Safety and Quality) Act 2015, the common law duty of confidentiality and the Privacy and Electronic Communication (EC Directive) Regulations
<b>Data Security and Protection Toolkit</b>	an online self-assessment tool that allows organisations to measure their performance against the National Data Guardian's 10 data security standards <a href="https://www.dsptoolkit.nhs.uk/">https://www.dsptoolkit.nhs.uk/</a>
<b>DBS</b>	the Disclosure and Barring Service established under section 87 of the Protection of Freedoms Act 2012
<b>Depreciation Period</b>	the period over which any Assets are to be written down in the Recipient's accounts, as may be set out in the Application or, if not so specified, according to accepted accounting practice
<b>EIR</b>	the Environmental Information Regulations 2014
<b>FOIA</b>	the Freedom of Information Act 2000
<b>Fundamental Standards of Care</b>	the requirements set out in regulations 9 to 19 of the Health and Social Care Act 2008 (Regulated Activities) Regulations 2014
<b>Good Health and/or Social Care Practice</b>	using standards, practices, methods and procedures conforming to law and applicable guidance and reflecting up-to-date published evidence and exercising that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, efficient and experienced provider and a person engaged in activities the same as or similar to the Activities at the time of the Grant Period
<b>Governing Documents</b>	as applicable, the Recipient's articles of association, memorandum, constitution, objects, trust deed or any other document controlling the scope of its activities
<b>Grant</b>	the sums to be paid to the Recipient in accordance with this Agreement as set out in Schedule 2
<b>Grant Period</b>	the period for which the Grant is awarded, as set out in Schedule 1 and/or Schedule 2
<b>Health and Safety Requirements</b>	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 persons on the Recipient's premises in the conduct of the Project
<b>HRA</b>	the Human Rights Act 1998
<b>Insolvency Event</b>	the Recipient: (i) passing a resolution for its winding up, or a court or Regulator of competent jurisdiction making an order for it to be wound up or dissolved (other than for the purposes of a bona fide reconstruction or amalgamation), or being otherwise dissolved; or (ii) an administrator, receiver or administrative receiver being appointed to it; or (iii) entering into an arrangement, compromise or composition for the benefit of its creditors or any class of them; or (iv) becoming insolvent, being declared bankrupt, placed into liquidation or having a petition presented for its winding up, or being unable to pay its debts as they fall due; or (v) taking or suffering any actions analogous to (i) to (iv) above in consequence of debt

<b>Intellectual Property Rights</b>	inventions, copyright, patents, database right, trademarks, designs and confidential know-how and any similar rights anywhere in the world whether registered or not, including applications and the right to apply for any such rights
<b>Match Funding</b>	a sum to be paid by a third party to the Recipient which is equivalent value to the Grant and is contingent on the Recipient receiving the Grant
<b>NHS Body</b>	has the meaning given to it in section 275 of the National Health Service Act 2006
<b>NHS Branding Guidelines</b>	NHS brand policy and guidelines, as revised, updated or re-issued from time to time by NHS England and/or the Department of Health, and which are available at: <a href="http://www.nhsidentity.nhs.uk">www.nhsidentity.nhs.uk</a>
<b>Operational Day</b>	a day other than a Saturday, Sunday or bank holiday in England
<b>Personal Data</b>	has the meaning given to it in Data Protection Legislation
<b>Prohibited Act</b>	the Recipient: (i) offering, giving, or agreeing to give the CCG (or an of its Staff) any gift or consideration of any kind as an inducement or reward for doing or not doing or for having done or not having done any act in relation to this Agreement, or for showing or not showing favour or disfavour to any person in relation to this Agreement or any other arrangement with the Recipient; and (ii) in connection with this Agreement, paying or agreeing to pay any commission, other than a payment, particulars of which (including the terms and conditions of the agreement for its payment) have been disclosed in writing to the CCG; or (iii) committing an offence under the Bribery Act 2010
<b>Project</b>	the project and/or activities described in Schedule 1
<b>Regulated Activity</b>	in relation to children, as defined in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006; and in relation to vulnerable adults, as defined in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006
<b>Regulated Activity Provider</b>	has the meaning given to it in section 6 of the Safeguarding Vulnerable Groups Act 2006
<b>Regulator</b>	any regulatory body with power to regulate the Recipient or its activities, including but not limited to the Care Quality Commission, the Charities Commission, the Financial Conduct Authority and the Community Interest Company Regulator, as applicable, and “ <b>Regulatory</b> ” is to be understood accordingly
<b>Service User</b>	a recipient of any service provided by the Recipient as part of or in connection with the Project
<b>Service User Safety Incidents</b>	any unintended or unexpected incident that occurs in relation to the Project in respect of a Service User, during and as a result of the provision of the Services, that could have led, or did lead to, harm to that Service User
<b>Staff</b>	a party’s employees, officers, representatives or advisers and including (in the case of the Recipient) volunteers, and “ <b>Relevant Staff</b> ” means (in the case of the Recipient), Staff who are or may be engaged or involved in the Project
<b>Voluntary Organisation</b>	a body whose activities are carried on otherwise than for profit (but not including any public or local authority)

## 2 Purpose and Scope of the Grant

- 2.1 The Recipient acknowledges that its receipt of the Grant is conditional on its compliance with the terms and conditions of this Agreement.
- 2.2 The Recipient must use the Grant only for the delivery of the Project as set out in Schedule 1. The Recipient must not, without the prior written consent of the CCG:
- 2.2.1 make any material changes to the Project;

- 2.2.2 use any portion of the Grant for any purposes or activities outside the Project; or
- 2.2.3 spend any of the Grant on liabilities incurred before the Grant Period (unless expressly covered in the Application).

The following are not permitted uses of the Grant: payments that support activity to influence or attempt to influence Parliament, Government or political parties, or to influence the awarding or renewal of contracts or grants, or to influence legislative or regulatory action.

- 2.3 The Grant is given on condition that it is used for the Project during the Grant Period. If the Recipient has not spent any or all of the Grant on the Project by the end of the Grant Period, the Recipient must, as soon as it becomes aware that the full amount of the Grant will not be applied to the Project during the Grant Period, notify the CCG accordingly. Unless the CCG (in its absolute discretion) notifies the Recipient that the Recipient may retain the unspent amount of the Grant (on such terms and conditions as the CCG may impose), the Recipient must return any unspent amount of the Grant to the CCG in accordance with clause 8.2.
- 2.4 The Recipient understands and acknowledges that:
  - 2.4.1 the CCG is under no obligation to fund any subsequent activities or projects related to the Project that the Recipient may wish to carry out;
  - 2.4.2 the CCG is not responsible for any overspend by the Recipient on the Project and the CCG has no obligation to increase the Grant in those circumstances; and
  - 2.4.3 Any exit costs (including employment costs) that may be incurred by the Recipient at the end of the Project are the responsibility of the Recipient and the CCG will not (unless they are included and approved within exit planning discussions) provide funding or bear any responsibility for those exit costs.

### **3 Payment of the Grant**

- 3.1 The CCG will pay the Grant to the Recipient through a single advance payment and according to the scheme set out in Schedule 2, subject to the terms and conditions of this Agreement.
- 3.2 Where conditions are set out in Schedule 2 linking payments of Grant monies to specific activities or elements of the Project, or to the achievement of specific Project milestones, no payment will be made unless the CCG is reasonably satisfied that those amounts are being allocated to the relevant activities or elements, or that relevant Project milestones have been achieved.

### **4 Third-Party Funding**

- 4.1 The Recipient warrants to the CCG that it has disclosed in the Application any other sources of funding for the Project that, at the time of submission of the Application, had either been received or were being sought by the Recipient, with details as to the purposes to which that funding has been or will be applied. The Recipient must inform the CCG if, at any time before the end of the Grant Period, it receives any funding from any other source or person towards the Project not stated in the Application to be already committed to the Recipient, including the amount of that funding and purposes to which it is to be applied.
- 4.2 Where, before or during the Grant Period, the Recipient receives any funding from any other source or person towards the Project that is not Match Funding or was not already committed to the Recipient and disclosed in the Application, the CCG may, where that funding duplicates funding contained in the Grant, require repayment part of the Grant (up to the amount of duplicate funding received) in accordance with clause 8.

## **5 Recipient's warranties**

5.1 The Recipient warrants, represents and undertakes that:

- 5.1.1 it has full power and authority to enter into this Agreement and to deliver the Project, and that all necessary approvals and consents have been obtained and are in full force and effect;
- 5.1.2 the execution of this Agreement does not and will not contravene or conflict with its Governing Documents or any legal obligations (including under contract) to which it is subject;
- 5.1.3 the information contained in the Application was in all material respects accurate and not misleading, and that since the Application there has not been any material change to that information or to the Recipient's position or developments that would have adversely affected the decision of a reasonable public-sector funder to fund the Project substantially on the terms of this Agreement;
- 5.1.4 to the best of its knowledge, nothing will have, or is likely to have, a material adverse effect on its ability to deliver the Project (assuming receipt of the Grant); and
- 5.1.5 it has, and will maintain, adequate insurances in respect of the Project in accordance with clause 10.

## **6 Project Standards and Conduct**

6.1 The Recipient must carry out the Project in accordance with:

- 6.1.1 Good Health and/or Social Care Practice;
- 6.1.2 the Fundamental Standards of Care (as applicable to the Activities);
- 6.1.3 Health and Safety Requirements; and
- 6.1.4 any applicable guidance and Regulatory requirements.

6.2 The Recipient must perform the Project in compliance with:

- 6.2.1 all applicable equality law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise); and
- 6.2.2 any CCG equality and diversity policies, or other reasonable requirements relating to equality or diversity, communicated to it by the CCG.
- 6.2.3 the HRA as if it was a public authority for the purposes of that Act.

6.3 Where the Recipient engages in clinical correspondence (paper or electronic) with commissioners or providers of NHS health care services in respect of an individual Service User, the Recipient must [use all reasonable endeavours to] ensure that the Service User's verified NHS Number is used as the primary identifier for that Service User in that correspondence, and the Recipient must observe NHS guidance on the use of the NHS Number as applicable to the Project.

6.4 The Recipient must take all necessary steps to ensure that all Relevant Staff comply with this clause 6.

## **7 Safeguarding**

7.1 Where, in relation to the Project, the Recipient is a Regulated Activity Provider with ultimate responsibility for the management and control of a Regulated Activity, it must:



- 7.1.1 ensure that all Relevant Staff are subject to a valid enhanced disclosure check for regulated activity undertaken through DBS;
  - 7.1.2 monitor the level and validity of the checks under this clause 7.1 for all Relevant Staff; and
  - 7.1.3 not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to Service Users.
- 7.2 The Recipient warrants that it has no reason to believe that any Relevant Staff are barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made under it, as amended from time to time.
- 7.3 The Recipient must immediately provide to the CCG any relevant information reasonably requested by the CCG to enable the CCG to be satisfied that the obligations of this clause 7 have been met.
- 7.4 The Recipient must refer to the DBS information about any person in respect of whom it declines or withdraws permission to be involved in the Project (or would have done so, if that person had not otherwise ceased to be involved) because, in its opinion, that person has harmed or poses a risk of harm to Service Users.
- 7.5 The Provider must comply with all relevant law and guidance in relation to the safeguarding of children and adults.

## **8 Repayment or recovery of the Grant**

- 8.1 The CCG may at its absolute discretion withhold, suspend, or require the Recipient to repay, all or part of the Grant if:
- 8.1.1 the information disclosed by the Recipient in the Application was materially inaccurate or misleading;
  - 8.1.2 the CCG reasonably considers that delivery of the Project falls short of the standards required under this Agreement;
  - 8.1.3 the Recipient (or any of its Staff) acts dishonestly or negligently in connection with the Project or breaches any of its or their legal obligations in a way that could lead to reputational damage for the CCG or the NHS;
  - 8.1.4 the Recipient (or any of its Staff) commits a Prohibited Act;
  - 8.1.5 the circumstances described in clause 2.3 apply (in which case, the CCG's rights under this clause relate to the unspent amount only);
  - 8.1.6 where the Recipient receives duplicate funding for the Project as referred to in clause 4 (in which case, the CCG's recovery will be limited to a part of the Grant equivalent to the amount of duplicate funding);
  - 8.1.7 the Recipient applies any of the Grant in a manner not permitted under this Agreement;
  - 8.1.8 the Recipient becomes unable, for any reason, to continue the Project substantially on the terms of Schedule 1, or the CCG reasonably considers that this will be the case;
  - 8.1.9 the Recipient is subject to adverse findings, warning notices, interventions or other action from any Regulator;

- 8.1.10 the Recipient fails to commence, progress or complete the Project substantially in accordance with any timescales or milestones contained out in the Application or in Schedule 1;
- 8.1.11 the Recipient is subject to an Insolvency Event, ceases to carry out the Activities, ceases to be a Voluntary Organisation or loses any Regulatory consent necessary for the Project; or
- 8.1.12 the Recipient fails to comply with any of the terms or conditions of this Agreement and (where that failure is capable of being remedied) fails to remedy that failure within 20 Operational Days of the receipt of a notice from the CCG to remedy the failure.

8.2 Where the CCG requires repayment of any part of the Grant under this clause 8, the Recipient must repay that amount in full within 20 Operational Days of receipt of the CCG's notice requiring repayment. The CCG may alternatively, at its discretion, set off any amounts due to it under this clause 8 against any further instalments of the Grant due to be paid, or against any other payments due from the CCG to the Recipient under this Agreement or otherwise.

8.3 The CCG's rights of withholding or recovery under this clause 8 are in addition to any other rights or remedies it may have.

## **9 Duration, termination and consequences of termination**

9.1 This Agreement comes into effect when it is signed and dated by the parties and, unless otherwise terminated in accordance with its terms, will continue until 31<sup>st</sup> March 2023 the end of the Grant Period or, if later, the date on which all Grant monies have been spent.

9.2 Without prejudice to its other rights under this Agreement, the CCG may terminate this Agreement at any time on 3 months' written notice. Where the CCG terminates under this clause 9.2, it may not (unless otherwise entitled to do so under clause 8):

9.2.1 recover any Grant monies already paid to the Recipient; or

9.2.2 withhold any Grant monies otherwise due to be paid to the Recipient before the end of the notice period, but the CCG will have no liability to pay the Recipient any further sums in relation to the Grant.

9.3 Any rights or obligations under this Agreement which are expressed to survive, or which otherwise by necessary implication survive the expiry or termination for any reason of this Agreement (including all indemnities and any obligations relating to use of unspent amounts of the Grant or use of proceeds of sale of Assets) will continue after expiry or termination.

## **10 Insurance**

The Recipient must put in place and maintain in force at its own cost appropriate insurance in respect of all liabilities that may be incurred by the Recipient in connection with the Project, including employers' liability, clinical negligence (where the provision or non-provision of any part of the Project may result in a clinical negligence claim), public liability and (where applicable to the Project) professional negligence. On written request from the CCG, the Recipient must provide documentary evidence that these insurances are fully maintained and that any premiums on them are fully paid.

## **11 Accounting and record keeping**

11.1 The Recipient must segregate and account separately for the Grant, and must keep separate, accurate and up-to-date accounts and records of its receipt and expenditure of the Grant. Without prejudice to any other obligations it may have to keep records for longer periods, the Recipient must keep all invoices, receipts,

accounts and any other relevant documents relating to the expenditure of the Grant for at least six years following receipt of any Grant monies to which they relate. The CCG will have the right to review the Recipient's accounts and records relating to the Grant and to take copies of such accounts and records.

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

## **12 Reporting and Review**

- 12.1 The Recipient must report to the CCG on its use of the Grant and delivery of the Project. Those reports must contain the information and be in the format and delivered at the frequency and to the timescales, as the CCG reasonably requests. The Recipient must also provide the CCG with all reasonable assistance and co-operation in relation to any ad-hoc information requests made by the CCG in relation to the Project. Without prejudice to these obligations, the Recipient must provide an annual report on the Project to the CCG describing activity or progress on the Project and its use of Grant monies during that period.

**(Please refer to Schedule 1 for reporting)**

- 12.2 The Recipient must promptly supply to the CCG any information requested by the CCG to assure the CCG that the Project is being delivered in accordance with the Fundamental Standards of Care.
- 12.3 The CCG and the Recipient will, at the CCG's request and at the frequency specified by the CCG, meet to review the progress and delivery of the Project.
- 12.4 Without prejudice to its other obligations under this clause 12, the Recipient must, within 2 Operational Days of becoming aware of them, inform the CCG of:
- 12.4.1 any Service User Safety Incidents in relation to the Project;
  - 12.4.2 any adverse findings, warning notices, interventions or other regulatory action from any Regulator in relation to the Recipient; and
  - 12.4.3 any loss of consent, approval or licence that has a material adverse impact on the Recipient's delivery of the Project;

## **13 Publicity and NHS Branding**

- 13.1 The Recipient must not, without the prior written consent of the CCG, apply NHS branding or the CCG's name or logo to the Project, and must obtain the CCG's prior written approval (not to be unreasonably withheld) for any publicity in connection with the Recipient's receipt of the Grant.
- 13.2 If the CCG does permit the Recipient to use NHS branding, its name or logo in connection with the Project, that permission is limited to the purposes and duration communicated to the Recipient by the CCG and the Recipient must comply with the NHS Branding Guidelines.

## **14 Assets**

- 14.1 Where the Recipient uses any of the Grant to purchase or develop any Assets, the Recipient must ensure that the Assets are maintained in good condition over the Depreciation Period.
- 14.2 [The Recipient must not [before the end of the Depreciation Period] sell, dispose of or otherwise transfer, mortgage, charge, pledge or otherwise encumber its legal or beneficial interest in any Assets without the prior written consent of the CCG. Where the Recipient sells any Assets [before the end of the Depreciation Period], the Recipient must use all reasonable endeavours to achieve the market price for the Assets and must pay to

the CCG a proportion of the proceeds of such sale, equivalent to the proportion of the purchase or development costs of the Assets that was funded by the Grant, provided that the CCG may at its discretion allow the Recipient to keep all or a part of the relevant proceeds where:

- 14.2.1 the sale of the Assets takes place after the end of the Depreciation Period;
- 14.2.2 the proceeds of sale are to be applied directly to the purchase by the Recipient of assets that are equivalent to or replacements for the Assets; or
- 14.2.3 the CCG is otherwise satisfied that the Recipient will apply those proceeds for purposes related to the Project or related Activities.]

14.3 [Where the CCG requires the Recipient to grant it security over any Assets, the Recipient must, at its own cost, take such action as the CCG reasonably requires to create such security, including as applicable through the execution of any documents and the making of any registrations.]

14.4 The Recipient acknowledges that the CCG has no liability or responsibility for the Recipient's purchase, use or disposal of any Assets.

## **15 Data Protection and Information Governance**

15.1 The Recipient must observe its obligations under Data Protection Legislation, Data Guidance, FOIA and EIR, as appropriate.

15.2 The Recipient acknowledges that the CCG is subject to the requirements of the FOIA and EIR. The Recipient must:

15.2.1 provide all necessary assistance and cooperation as reasonably requested by the CCG to enable the CCG to comply with its obligations under FOIA and EIR;

15.2.2 where it receives a request for information under FOIA in relation to this Agreement, not respond to that request (unless directed to do so by the CCG) and promptly (and in any event within 2 Operational Days) transfer the request to the CCG; and

15.2.3 provide the CCG with a copy of all information belonging to the CCG relevant to the request for information, in the form that the CCG requires, within 5 Operational Days (or such other period as the CCG may reasonably specify) of the CCG's request.

15.3 The Recipient acknowledges that the CCG, acting in accordance with the codes of practice issued and revised from time to time under FOIA and/or EIR, may disclose information concerning the Recipient and this Agreement either without consulting with the Recipient, or following consultation with the Recipient and having taken its views into account.

15.4 The Recipient must have a nominated information governance lead and (where applicable) Caldicott Guardian, and must ensure that the CCG is kept informed at all times of the identities and contact details of those persons.

15.5 The Recipient must complete and publish an annual information governance assessment and must demonstrate satisfactory compliance as defined in the Data Security and Protection Toolkit (or any successor framework), as applicable to the Project and the Recipient's organisation type<sup>1</sup>.

---

<sup>1</sup> See:

<https://www.dsptoolkit.nhs.uk/>

## **16 Confidentiality**

- 16.1 Without prejudice to the obligations of the Recipient under clause 15.1 in relation to personal information that is confidential, each party must, except as permitted by this clause 16, keep confidential all information disclosed to it by the other party in connection with this Agreement, and must use all reasonable endeavours to prevent their Staff from making any disclosure to any person of that information.
- 16.2 Clause 16.1 will not apply to disclosure of information that:
- 16.2.1 is in or comes into the public domain other than by breach of this Agreement;
  - 16.2.2 the receiving party can show by its records was in its possession before it received it from the disclosing party; or
  - 16.2.3 the receiving party can prove it obtained or was able to obtain from a source other than the disclosing party without breaching any obligation of confidence.
- 16.3 A party may disclose the other party's confidential information:
- 16.3.1 to comply with applicable law;
  - 16.3.2 to any appropriate Regulator;
  - 16.3.3 in connection with any dispute resolution or litigation between the parties;
  - 16.3.4 as permitted under any other express arrangement or other provision of this Agreement; and
  - 16.3.5 where the disclosing party is the CCG, to NHS Bodies for the purposes of carrying out their duties.

## **17 Liability**

- 17.1 The total liability of the CCG under this Agreement is limited to payment of the Grant, subject to the conditions set out in this Agreement.
- 17.2 The CCG has no responsibility for any other costs incurred by the Recipient in connection with the activities to which the Grant relates, and the Recipient must indemnify and keep the CCG indemnified against any losses, damages, costs, expenses, liabilities, claims, actions, proceedings or other liabilities that result from or arise out of the Recipient's acts or omissions in relation to the Project or its duties to third parties.

## **18 General**

- 18.1 The Recipient may not, without the CCG's prior written consent, 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 (unless as an agreed or necessary part or enabler of the Project), transfer or pay to any other person any part of the Grant.
- 18.2 All Intellectual Property owned or created by the either party in connection with the Project remains the property of that party.
- 18.3 No failure or delay by either party to exercise any right or remedy under this Agreement will be construed as a waiver of any other right or remedy.
- 18.4 Where any dispute arises between the parties in connection with this Agreement, they must attempt in good faith to resolve it by escalation to their respective senior officers.
- 18.5 Any notices given under this Agreement must be in writing and must be served by hand, post, or e-mail to the address for the relevant party set out at the front of this Agreement or as otherwise notified in writing. Notices

by post will be effective upon the earlier of actual receipt or 2 Operational Days after mailing; by hand will be effective upon delivery; and by e-mail will be effective when sent in legible form, but only if, following transmission, the sender does not receive a non-delivery message.

- 18.6 Nothing in this Agreement will create a partnership or joint venture or relationship of employer and employee or principal and agent between the CCG and the Recipient.
- 18.7 Where the Recipient is not itself a legal entity (for example, an unincorporated association) the individuals who enter into and sign this Agreement on behalf of the Recipient will be jointly and severally liable for the Recipient's obligations and liabilities arising under this Agreement.
- 18.8 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.
- 18.9 This Agreement will be considered as an Agreement made in England and will be subject to the laws of England, and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

**SIGNED by:**

**ED GARRATT  
for and on behalf of the NHS  
NORTH EAST ESSEX CCG**

.....

**Signature**

**CEO**

.....

**Title**

.....

**Date**

**SIGNED by:**

**KIRSTY O'CALLAGHAN  
for and on behalf of ESSEX  
COUNTY COUNCIL**



.....

**Signature**

**HEAD OF STRENGTHENING COMMUNITIES**

.....

**Title**

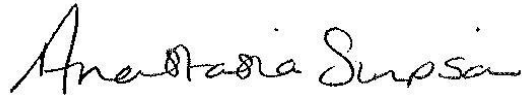
**3<sup>rd</sup> March 2022**

.....

**Date**

SIGNED by:

for and on behalf of  
TENDRING DISTRICT  
COUNCIL



.....

Signature

Assistant Director, Partnerships


Title

21<sup>st</sup> March 2022

Date

SIGNED by:

Roger Hirst for and on  
behalf of THE POLICE, FIRE  
AND CRIME  
COMMISSIONER FOR  
ESSEX



.....

Signature

Police, Fire and Crime Commissioner for Essex

.....

Title

4 May 2022

.....

Date

SIGNED by:

for and on behalf of CITIZEN  
ADVICE TENDRING

.....

Signature

.....

Title

.....

Date

## **SCHEDULE 1 - THE PROJECT**

### **Background**

The Tendring Mental Health Hub is a partnership project that provides non-clinical holistic assessments to Tendring residents aged 18+ suffering from mental ill health and acts as a point of referral for both individual service users, statutory and voluntary sector partners. The Tendring Mental Health Hub's aim is to provide an effective opportunity for early intervention to prevent homelessness, escalation of unmanageable debt, loss of benefits and benefit sanctions, dismissal from employment, crime, anti-social behaviour and breakdown of relationships. It also aims to support and protect the vulnerable. The key is to ensure without clinical interventions, people can maintain or develop their confidence and resilience, resolve their problems at an early stage and are prevented from descending into crisis, and suffering a deterioration of mental health.

The Hub is delivered by Citizens Advice Bureau Tendring and has been operating successfully under grant agreements since 2017.

### **The Proposed Collaboration**

The Parties have identified a collective desire to fund, monitor and oversee the functionality of the Tendring Mental Health Hub with NEECCG undertaking the lead in terms of providing a main point of contact and interface for partners and with the Hub, co-ordinating reporting and adherence to the Grant Agreement in place.

The Parties recognise the need to focus on relationships and in creating an environment of trust, collaboration and innovation throughout the monitoring of the contract.

The Parties agree to comply with the following principles of this MOU:

- (a) at all times to act in good faith towards one another
- (b) to act in a timely manner and respond accordingly to requests for support or consultation
- (c) to adopt a positive outlook and to behave in a positive, proactive manner
- (d) to seek best value for money, productivity and effectiveness
- (e) to promote innovation and good practice

### **The Collaborative**

Each party shall:

- (a) undertake individual organisational responsibility in ensuring agreed funding with the Provider is invoiced appropriately and between one another



- (b) provide input in relation to operational issues that may arise during the agreement term
- (c) where necessary provide representation and input at monitoring and reporting meetings
- (d) work collaboratively undertaking any development or future specification works with the Hub

## **Information & Reporting**

- each quarter NEECCG will receive and distribute quarterly reported information supplied by the Hub to each Party
- NEECCG will meet with the Hub at least two times per annum to review and monitor progress against the associated Grant Agreement. Invitations will be open to all Parties for attendance if desired
- NEECCG will raise any area of concern relating to the Hubs activities with partners and look to implement any agreed associated actions.
- all Parties will raise concerns in relation to the Hub to NEECCG in order to initiate open discussions and mutual resolution
- all Parties will consider future funding opportunities during Quarter 3 of the Hub agreement and inform the partnership accordingly.

## **Brief description of service**

The overarching aim of the Tendring Mental Health Hub incorporating the Tendring Community Clothing Hub is to improve the health and wellbeing of people with mental ill health in the Tendring District by making more efficient use of the existing statutory and community services. The recipients of the service will be Tendring residents aged 18+ suffering from mental ill health.

The Hub will:

Undertake confidential non-clinical holistic assessments, offering a point for referral to mental health services and support. This will enable individual tailoring of interventions to support clients' unique needs based on a personal understanding of the individual and a strong personal yet professional relationship, ensuring that professional boundaries are maintained at all times.

Incorporate personal goal setting into how services are delivered and monitor progress utilising outcome and evaluation tools such as the Well-being Star.

Ensure that consent is obtained from each individual prior to assessment or support provision.

Accept referrals from both professionals and service users to then facilitate holistic non-clinical triage assessments of both mental health needs and the wider determinants of mental ill health, providing an effective opportunity for early intervention by supporting in a non-clinical nature and referring to clinical services where appropriate

Make external therapies' more effective by ensuring wider determinants of mental ill health are addressed to;

- Improve health and wellbeing and less dependence on health services
- Reduce social isolation and increase confidence
- Reduce poverty
- Avoid homelessness
- Avoid benefits sanction
- Reduce anxiety due to unmanageable debt
- Reduce risk of offending or becoming a victim of crime
- Avoid dismissal from employment

The Hub, where appropriate will ensure individuals are effectively sign posted to the correct sources of treatment and support, including community organisations and groups, which may help them to self-care or to promote independence. This will include engaging community Support, Time and Recovery Workers from other services to accompany patients until such time as they are able to attend independently (if appropriate).

The Hub will provide continued support to ensure resilience in resolving issue which may in turn have mental health impacts and prevent anyone descending into crisis. Any clients requiring the service for more than a year will require a review of needs and are to be signposted to alternative services. Clients cannot be seen for more than a year unless it is evidenced that service needs have altered over time.

The Hub will not see any clients that are under the age of 18 years old.

The Hub will work in partnership with:

- Primary Healthcare (including Mental Health services)
- Secondary and Tertiary Mental Health Services
- Mental Health Advocates
- My Social Prescription
- Police
- Local Authority Services
- Other Voluntary and Community Support Services

The provider should recognise that this list is not exhaustive and that there may be other appropriate referrers within the community setting.

In conjunction with the Mental Health Hub, the Tendring Community Clothing Hub will;

- i. Offer safe and supported volunteering opportunities for approximately 40 individuals with mental ill health, to aid recovery and reducing dependence on medication and primary health services, with the aim to reduce social isolation and improve resilience and health and wellbeing
- ii. Support progression for volunteers into mainstream volunteering, training and employment. The requirement is to implement a clear progression plan with each volunteer with clear milestones in place. Each volunteer can only take up post for a maximum of one year
- iii. Promote community cohesion and the development of robust peer support systems. Active sign posting to community support systems is a requirement inclusive of engagement with primary and secondary health care.

The Hub will facilitate access to recent innovations in service delivery such as social prescribing, Frontline, and Community Builders and Social Prescription, and peer networks where none exist

The Hub will continue further integration with another appropriate provider in order to strengthen governance, system accessibility, funding sustainability and allow potential scope for expansion.

The Hub will ensure there is a confidential environment available for client conversations to take place.

## **Volume of Service Provision**

The Hub anticipates at least 200 referrals per year.

The Hub will have no more than 10 volunteers assigned at any one time to the Hub or Tendring Community Clothing Hub during the term of this grant. Volunteer applications can be made by filling out the form under Appendix A.

The Hub is to have a support plan in place for each accepted volunteer. Volunteers are only eligible to remain a volunteer for a one-year period. Progress will be monitored with Bi - annual reviews being undertaken to assess milestone completion and achievement of personal goals as per Appendix B

All staff will undergo DBS checks prior to taking post or a voluntary role.

The Hub are to exclude the following clients:

- Anyone under the age of 18
- Anyone under the influence of alcohol or drugs
- Anyone exhibiting violent behaviour
- In the circumstance anyone is in crisis, the emergency services or crisis team should be called

## **Evaluation**

The Hub will be monitored and evaluated with the assistance of the CAB utilising where appropriate the attached form within Appendix C. This will follow the concept of Patient Reported Outcome Measures (PROMs) and Patient Reported Experience Measures (PREMs).

The Hub will cooperate with and participate in externally commissioned evaluation by an external academic partner commissioned by ECC.

Volunteers will have a stepped care plan in place to demonstrate and track any re engagement back into society. The Hub will ensure that the individual' goals are achieved and releasing them from the caseload only when there are suitable community and voluntary sector services in place and when the patient is receiving adequate support from these services.

## SCHEDULE 2 – THE GRANT

This grant agreement encompasses a number of stakeholders all of which have contributed to the grant agreement as per the below table:

<b>Stakeholder Organisation</b>	<b>Amount £</b>
North East Essex Clinical Commissioning Group	30,000
Essex County Council	30,000
Office of the Police, Fire and Crime Commissioner	25,000
Tendring District Council	23,000
<b>Total</b>	<b>108,000</b>

This grant funding is non-recurrent, the grant is for one year, commencing on 1<sup>st</sup> April 2022. Additional funding contributions will be derived from the charity shop and CAB.

# Appendix A – Volunteer Application Form



Application form to become a CAB volunteer

Please read the accompanying information before completing this form.

If you find the form difficult to understand or complete, please contact your local bureau.

1. **Name:** Mr/Ms/other (please state) .....

2. **Address:** .....  
..... **Postcode:** .....

3. **Telephone:** .....

4. **Email (if you have access):** .....

5. **Are you interested in any particular type of volunteer role(s)?**  
eg adviser, administrator, social policy co-ordinator, trustee  
.....  
.....

6. **Describe any skills you have that would be useful for the role you wish to do.**  
Some we have thought of include dealing with people face-to-face or on the phone, speaking/writing a language other than English, sign language, filing, research, using a computer, helping people to learn  
.....  
.....  
.....  
.....  
.....

7. **Is there anything you have done over the past few years that you would like to tell us about?**  
eg employment, work experience, volunteering, community activity (involvement in tenants' associations, school activities, support groups, etc), caring for children, other relatives or a friend, classes, training courses  
.....  
.....  
.....

8. Why do you want to volunteer for the CAB? What do you hope to get from the experience?

.....  
.....  
.....

9. What do you think are some of the main problems facing your community?

.....  
.....

10. It is useful to know when you will be available to volunteer. Please indicate below the times when you are generally available:

<b>Monday</b>	<b>Thursday</b>
am.....	am.....
pm.....	pm.....

<b>Tuesday</b>	<b>Friday</b>
am.....	am.....
pm.....	pm.....

<b>Wednesday</b>	<b>Saturday</b>
am.....	am.....
pm.....	pm.....

Please indicate approximately how many hours or days per week you would like to volunteer for: .....

*Are there any times that you are unlikely to be available, eg school holidays?*

.....  
.....

11. Is there anything else you would like to say about yourself?

.....  
.....  
.....

**12. References**

Please give the names and addresses of two people, other than your family, who can tell us about you – eg an employer, teacher or someone who knows you well.

<b>Name:</b> .....	<b>Name:</b> .....
<b>Address:</b> .....	<b>Address:</b> .....
.....	.....
.....	.....
<b>Postcode:</b> .....	<b>Postcode:</b> .....

**13. Please tell us about any specific needs you would like us to take into account, either at the interview or if we offer you a volunteer role eg mobility.**

This information will be treated as strictly confidential.

.....

.....

.....

**Please note:** To ensure the safety of our clients, the Citizens Advice service requires that all volunteers who have direct access to clients where any part of the work is primarily targeted at legally defined vulnerable adults or children have their criminal records checked. However, the Citizens Advice service is committed to the promotion and delivery of equal opportunities to volunteers and so has a policy to ensure ex-offenders are not discriminated against.

All offences, other than sexual crimes against a child or vulnerable adult, will be treated on an individual basis taking into account issues such as the risk to the client, the circumstances of the offence (eg what it was, is it relevant to the volunteer role, how long ago it was) and the reputation of the bureau.

**Signed:** ..... **Date:** .....

**Please return this form to:**

**Citizens Advice Tendring**  
**18 Carnarvon Road**  
**Clacton On Sea**  
**Essex. CO15 6QF**

**Tele: 01255 377080 (extn 120)**



**Monitoring information**

The CAB service aims to provide equal opportunities and fair treatment for all people applying to be volunteers regardless of race, sex, disability, sexual identity or marital status.

In order to achieve these aims we have a policy of monitoring the recruitment and composition of bureau staff and volunteers. All information will be treated confidentially. **This information will not affect your application.**

**Age**

- <25       25-34       35-44       45-54       55-64       65+

**Gender**

- Female       Male

**Do you consider yourself to have a disability?**

- Yes       No

**Ethnic Origin**

White	Mixed	Asian or Asian British	Black or Black British	Gypsy / traveller	Chinese or Other Ethnic Group
British <input type="checkbox"/>  Irish <input type="checkbox"/>  Other White <input type="checkbox"/>	White and Black Caribbean <input type="checkbox"/>  White and Black African <input type="checkbox"/>  White and Asian <input type="checkbox"/>  Mixed British <input type="checkbox"/>  Other Mixed <input type="checkbox"/>	Indian <input type="checkbox"/>  Pakistani <input type="checkbox"/>  Bangladeshi <input type="checkbox"/>  Other Asian <input type="checkbox"/>	Black Caribbean <input type="checkbox"/>  Black African <input type="checkbox"/>  Other Black <input type="checkbox"/>	Gypsy / traveller <input type="checkbox"/>	Chinese <input type="checkbox"/>  Other Ethnic Group <input type="checkbox"/>

**What made you apply to be a volunteer?** E.g. newspaper article, poster, through a friend

.....

.....

#### **4.1.1 Data Protection Act 2018**

As part of the recruitment procedure we may collect and store sensitive personal data about you. We are required by law to obtain your consent to such data being recorded. It is our policy to store data relating to recruitment procedures for up to a year after the date on which it is submitted. Any information of this nature will be treated confidentially. Sensitive personal data is defined as information relating to any of the following: racial or ethnic origin, political opinions, religious beliefs, trade union membership, health, sexuality or sex life, offences and/or convictions.

For the purposes of the Act the Data Controller is Citizens Advice Tendring.

# Appendix B – Volunteer Quarterly Review

## RECORD OF DEVELOPMENT NEEDS AND TRAINING COMPLETED: VOLUNTEERS

NAME: \_\_\_\_\_ ROLE: \_\_\_\_\_ DATE: \_\_\_\_\_

<b>Development need identified</b> <i>List identified goals and remedies</i>	<b>Type of training identified</b>	<b>Target date</b>	<b>Date completed</b>	<b>No. of hours</b>	<b>Title of course or description of training, name of course provider, or state 'in-house'</b>