

# Meeting of BNSSG ICB Board

**Date:** Thursday 2<sup>nd</sup> November 2023

**Time:** 12:00 – 15:10

**Location:** Somerset Hall, The Precinct, Portishead, BS20 6AH

<b>Agenda Number :</b>	6.2	
<b>Title:</b>	VCSE update	
<b>Confidential Papers</b>	<b>Commercially Sensitive</b>	No
	<b>Legally Sensitive</b>	No
	<b>Contains Patient Identifiable data</b>	No
	<b>Financially Sensitive</b>	No
	<b>Time Sensitive – not for public release at this time</b>	No
	<b>Other (Please state)</b>	
<b>Purpose: Discussion</b> To update the ICB Board on the development of a VCSE Alliance in BNSSG.		
<b>Key Points for Discussion:</b>		
<p>To inform board members of the background and progress in the work being undertaken in the VCSE sector. In particular, the following points:</p> <ul style="list-style-type: none"> <li>• The ICS is a partnership between LA, VCSE and NHS.</li> <li>• Support, development, and integration of the VCSE sector is vital if we are to achieve our strategic objective of improving population health and wellbeing.</li> <li>• Building on the current VCSE engagement infrastructure at locality and LA level, the Alliance is now starting to take shape as it is designed to fulfil several roles including: <ul style="list-style-type: none"> <li>○ Strategic interface with other partners within the ICS</li> <li>○ Exploring the development of a VCSE Provider Collaborative</li> <li>○ Identifying new funding opportunities across BNSSG, e.g. from national funding bodies, provider collaboratives and philanthropic organisations</li> </ul> </li> <li>• We have allocated some pump priming money from the Chair’s Fund and NHSE, and we have developed a MOU which sets out what key actions will be delivered and by when.</li> <li>• A measure of success is whether the Alliance can diversify its income sources in terms of funding (e.g. through management overheads from longer term funding and philanthropic grants)</li> <li>• To include a VCSE rep on the ICB board going forward to be nominated by the sector</li> </ul>		
<b>Recommendations:</b>	1. That the Board note the progress to date and next steps in VCSE development	

	2. Approve the proposal for a VCSE representative to attend the ICB Board
<b>Previously Considered By and feedback :</b>	<ul style="list-style-type: none"> <li>• ICB Board 7<sup>th</sup> September 2023</li> <li>• ICP Board – presentation from the Alliance 28<sup>th</sup> September 2023</li> <li>• VCSE Alliance October 2023</li> </ul>
<b>Management of Declared Interest:</b>	No potential or actual Conflicts of Interests have been identified in the preparation of this paper.
<b>Risk and Assurance:</b>	There is a risk that the revised running cost envelope that is required of every ICB will mean that staff supporting the delivery of the strategy will be diverted/ distracted – both in transition and within the new permanent structure.
<b>Financial / Resource Implications:</b>	Investment of £200k to Voscur from the ICP Chair’s Fund to establish the VCSE Alliance. This is non recurrent so any future developments will need to be considered externally to this funding.
<b>Legal, Policy and Regulatory Requirements:</b>	Under the duty of the Health Social Care Act 2022, the VCSE is a key ICS member. No additional legal requirements have been identified so far.
<b>How does this reduce Health Inequalities:</b>	The ICS Strategy focuses on delivering the 4 aims of the ICS, which include tackling inequalities in outcomes, experience and access to healthcare, with an initial focus on the 9 shared commitments identified in the recently published ICS strategy. The VCSE work extensively in the community to address inequalities at a local level.
<b>How does this impact on Equality &amp; diversity</b>	Identifying, understanding, and addressing the drivers of health inequalities within our diverse population is a fundamental reason as to why the ICS Strategy has been developed. The VCSE are part of the strategy and have a key role in the delivery.
<b>Patient and Public Involvement:</b>	The VCSE have a key role in connecting and working with the community to secure their views and include them in co-production of their services.
<b>Communications and Engagement:</b>	The ICS system is working with the VCSE sector to set up workshops to co-produce new models of working in partnership, from processes to investment opportunities
<b>Author(s):</b>	Ros Cox - ICB Associate Director (Partnerships) Alan Cooper - Senior Program manager ICB Rebecca Mear – CEO Voscur
<b>Sponsoring Director / Clinical Lead / Lay Member:</b>	Colin Bradbury – ICB Director of Strategy, Partnerships and Population

## Agenda item: 6.2

### Report title: VCSE update

#### 1. Background

To realise the objectives of the Integrated Care System in Bristol, North Somerset and South Gloucestershire (BNSSG), the ICS system's relationship with the voluntary, community and social enterprise (VCSE) sector must be re-imagined; a new relationship where the NHS, local authorities and the VCSE are equitable partners within our system. Further, in line with the 4 ICS aims, our recently published ICS Strategy focuses on prevention and the rectification of health inequalities. The VCSE are uniquely placed to support the system to achieve these aims but often operates under challenged circumstances, such as short-term and piecemeal funding. The sector itself is diverse and has a myriad of organisations and priorities.

Voscur, a voluntary organisation in Bristol, were nominated by the VCSE Alliance Steering Group to be the host organisation to lead in the establishment and development of the co-created VCSE Alliance. £200k was awarded to help with this work from the ICB Chair's Fund, along with an additional £10k seed funding from NHS England and £10.7k from the Pathfinder Fund.

In February 2023, the ICB Board approved a paper that set out a 10-point plan to support the VCSE to operate as a strategic partner. As part of this ongoing development work, a VCSE Alliance Steering Group is now in place. The membership of the steering group consists of a variety of organisations, VCSE Locality Partners, VCSE infrastructure and thematic organisations at place level, and complements and builds on the excellent work that has taken place in locality partnerships.

#### 2. Progress, proposals, and activities

The Memorandum of Understanding (MOU) which sets out how the ICB will work with the VCSE Alliance has now gone through final iterations and has been sent out to all parties for signatures. This is expected to have been completed before the end of October 2023. The MOU contained in **Appendix 1** includes a detailed breakdown of the allocation of funds and the proposed deliverables which will be confirmed after the completion of the discovery phase.

The VCSE are keen to remind partners that they can sometimes be perceived as just delivering service provision or that they are dependent on funding from just one organisation, but funding for the VCSE comes in multiple formats. With this in mind, the VCSE have established the BNSSG VCSE three pillars which set out the VCSE aims.

1. Encourage and enable the VCSE sector to work in a coordinated way to inform policy, strategy and decision making.
2. Provide the NHS, health, and social care colleagues with a single route of contact, engagement, and links to community.
3. Better position the VCSE sector to contribute to the design and delivery of integrated care.

To further embed this approach, the VCSE will establish a Partnership Liaison Group, chaired by the VCSE Alliance, to further improve engagement and link together opportunities whether it be funding, grants, investment, provision of services or support requests.

Activity is now underway to set up process, funding, and investment workshops across ICS partners. These workshops will establish a framework of self-evaluation and simplified consistent reporting approaches across all activities. These workshops are planned to be undertaken in November 2023 with the ambition to begin to use the new model by March 2024.

The VCSE are a key ICS partner, so we are proposing that the VCSE are represented on the ICB Board as a non-voting member, invited to participate on the Board as per section 2.3.2 of the ICB constitution. Involving a representative who is nominated by the sector at the ICB Board will ensure opportunities are realised and that the sector is included in the future planning and delivery of Health and Social Care in the future. This is essential if we are to achieve our ambitions to tackle inequalities, ill health prevention, promote social and economic development and help people thrive in supportive communities.

The next meeting of the VCSE Steering Group will set out to establish the chair role of the VCSE Alliance. The approach taken by the VCSE is to call this role a Co-facilitator, to support their distributed leadership model, and will be either a one or two-person shared role for a period of 12 months. The VCSE will self-nominate their representative to sit on the ICB Board and will be the conduit for wider sector communications and actions.

To demonstrate the complex nature of the VCSE sector, work has been carried out to map these complexities across the West of England and this is show in **Appendix 2**. Further work is being undertaken to show this at BNSSG level across the VCSE organisation leads of Voscur, VANS, Wesport, 3SG, WERN and CVS South Gloucestershire.

### 3. Resourcing

Resourcing of activities to deliver the tasks in the MOU continue to be a challenge for the sector in the current climate, but recruitment is anticipated to be completed by the end of October for a program manager role and this fits with timelines in the MOU. The ICB have just completed their recruitment of a fixed term VCSE lead role to develop links between the ICB and VCSE.

The ongoing funding sustainability of the VCSE Alliance will need to be worked through as the future model is developed in partnership over the next 6 months. Part of this process will be to understand how such a model will be financed through opportunities such as maximising external funding and the opportunity to align current grants and funding opportunities across the ICS funding streams. This model will also need to explore include how the sector has a sustainable funding model to contribute to key committees and groups across the ICS.

### 4. Recommendations

1. That the Board note the progress to date and next steps in VCSE development.
2. Approve the proposal for a VCSE representative to attend the ICB Board.

### 5. Appendices

- 1) MOU between the ICB and VCSE sector for the development of the Alliance using the Chair's Fund allocation of £200k.



Classification: Official

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# NHS model grant agreement

Version 4, April 2023

Prepared by: NHS Standard Contract Team, NHS England  
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(please do not send grant agreements to this email address)

# Contents

- 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 ..... 13
- 13 Publicity and NHS Branding..... 14
- 14 Assets ..... 14
- 15 Data Protection and Information Governance..... 15
- 16 Confidentiality ..... 16
- 17 Liability..... 16
- 18 General..... 17
- SCHEDULE 1 - THE PROJECT ..... 19
- SCHEDULE 2 – THE GRANT ..... 19
- ANNEX A – THE APPLICATION ..... 21

<b>CORRESPONDENCE</b>	
<b>Addresses for service of notices</b>	<p><b>ICB: Bristol, North Somerset and South Gloucestershire</b></p> <p><b>Address: 360 Bristol, Marlborough Street, Bristol, BS1 3NX</b></p> <p><b>Email: bnssg.ics_strategy@nhs.net</b></p> <p><b>Recipient: Ros Cox</b>  <b>Address: 360 Bristol, Marlborough Street, Bristol, BS1 3NX</b>  <b>Email: ros.cox@nhs.net</b></p>
<b>ICB representative(s)</b>	<p><b>Colin Bradbury</b>  <b>Address: 360 Bristol, Marlborough Street, Bristol, BS1 3NX</b></p> <p><b>Email: colin.bradbury@nhs.net</b>  <b>Tel: 07825 724206</b></p>
<b>Recipient representative</b>	<p><b>Rebecca Mear</b>  <b>Address: Royal Oak House, Bristol BS1 4GB</b>  <b>Email: rebecca@voscur.org</b>  <b>Tel: 0117 909 9949</b></p>



## **THIS AGREEMENT is dated [1<sup>st</sup> April 2023]**

### **Parties**

- (1) [NHS Bristol, North Somerset and South Gloucestershire] **INTEGRATED CARE BOARD** (the **ICB**).
- (2) [Voscur [incorporated and registered in England and Wales with company number [3918210] whose registered office is at [**Royal Oak House, Royal Oak Avenue, BRISTOL, BS1 4GB**].

### **Background**

- (A) The Recipient provides [VCSE Alliance on behalf of the interim VCSE Alliance Steering Group] for the benefit of [*the VCSE sector and those that receive input from these organisations*] (the **Activities**). The Recipient has applied to the ICB for grant funding for the Project in furtherance of these Activities. A copy of its Application is annexed to this Agreement.
- (B) The ICB has the discretion, under section 14Z48(1)(b) of the Health and Care Act 2022, to award grants to Voluntary Organisations that provide services that are similar to those in respect of which the ICB 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 ICB wishes to make this Grant on the terms and conditions of this Agreement.
- (D) The ICB does not require the delivery of services from the Recipient, and the Recipient is not obliged to provide services under this Agreement, but the ICB 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 ICB 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 ICB 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 and Social Care, NHS England, the Health Research Authority, the UK Health Security Agency, the European Data Board and the Information Commissioner
<b>Data Protection Legislation</b>	(i) 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 (ii) the Data Protection Act 2018 (iii) 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://digital.nhs.uk/data-and-information/looking-after-information/data-security-and-information-governance/data-security-and-protection-toolkit">https://digital.nhs.uk/data-and-information/looking-after-information/data-security-and-information-governance/data-security-and-protection-toolkit</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</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 Social Care, and which are available at: <a href="https://www.england.nhs.uk/nhsidentity">https://www.england.nhs.uk/nhsidentity</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 ICB (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 ICB; 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 ICB:
- 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.

[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 ICB accordingly. Unless the ICB (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 ICB may impose), the Recipient must return any unspent amount of the Grant to the ICB in accordance with clause 8.2.

2.3 The Recipient understands and acknowledges that:

2.3.1 the ICB is under no obligation to fund any subsequent activities or projects related to the Project that the Recipient may wish to carry out;

2.3.2 the ICB is not responsible for any overspend by the Recipient on the Project and the ICB has no obligation to increase the Grant in those circumstances; and

2.3.3 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 ICB will not (unless they were included and approved within the Application and are part of the Grant) provide funding or bear any responsibility for those exit costs.

*[Note: ICBs should be aware, when considering whether to allow the Recipient to vary the Project or to retain any part of the Grant for other purposes, that any purposes to which ICB funds are given or retained should fall within the ICB's powers under section 14Z48 of the Health and Care Act 2022: funds initially given for one purpose cannot be retained by the Recipient for another purpose, if that subsequent purpose is not one to which the ICB is empowered to give grant funding.]*

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

3.1 The ICB will pay the Grant to the Recipient 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 ICB 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 ICB 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 ICB 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 ICB 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 ICB equality and diversity policies, or other reasonable requirements relating to equality or diversity, communicated to it by the/ICB.
  - 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 ICB any relevant information reasonably requested by the ICB to enable the ICB 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 ICB 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 ICB 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 ICB 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 ICB'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 ICB'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 ICB 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 ICB to remedy the failure.
- 8.2 Where the ICB 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 ICB's notice requiring repayment. The ICB 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 ICB to the Recipient under this Agreement or otherwise.
- 8.3 The ICB'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 [12] months after 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 ICB may terminate this Agreement at any time on [6] months' written notice. Where the ICB 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 ICB 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 ICB, the Recipient must provide documentary evidence that these insurances are fully maintained and that any premiums on them are fully paid.

*[DN: "at its own cost": it is for the Recipient to put appropriate insurance in place and to pay the related premium etc, but it may use grant monies to do so.]*

## 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. *[DN: This may be done by identifying them as 'restricted funds' within the Charities accounts]* 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 ICB 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 ICB'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 ICB.

## 12 Reporting and Review

12.1 The Recipient must report to the ICB 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 ICB reasonably requests. The Recipient must also provide the ICB with all reasonable assistance and co-operation in relation to any ad-hoc information requests made by the ICB in relation to the Project. *[Without prejudice to these obligations, the Recipient must provide an annual report on the Project to the ICB describing activity or progress on the Project and its use of Grant monies during that period.]*

12.2 The Recipient must promptly supply to the ICB any information requested by the ICB to assure the ICB that the Project is being delivered in accordance with the Fundamental Standards of Care.

- 12.3 The ICB and the Recipient will, at the ICB's request and at the frequency specified by the ICB, 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 ICB 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 ICB, apply NHS branding or the ICB's name or logo to the Project, and must obtain the ICB'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 ICB 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 ICB 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 ICB. 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 ICB 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 ICB 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 ICB is otherwise satisfied that the Recipient will apply those proceeds for purposes related to the Project or related Activities.]
- 14.3 [Where the ICB requires the Recipient to grant it security over any Assets, the Recipient must, at its own cost, take such action as the ICB 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 ICB 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 ICB 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 ICB to enable the ICB 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 ICB) and promptly (and in any event within 2 Operational Days) transfer the request to the ICB; and
  - 15.2.3 provide the ICB with a copy of all information belonging to the ICB relevant to the request for information, in the form that the ICB requires, within 5 Operational Days (or such other period as the ICB may reasonably specify) of the ICB's request.
- 15.3 The Recipient acknowledges that the ICB, 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 ICB 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>.

## **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 ICB, to NHS Bodies for the purposes of carrying out their duties.

## **17 Liability**

17.1 The total liability of the ICB under this Agreement is limited to payment of the Grant, subject to the conditions set out in this Agreement.

17.2 The ICB 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 ICB indemnified against any losses, damages, costs, expenses, liabilities, claims,

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<sup>1</sup> See:


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

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 ICB'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 ICB 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:**

...   
.....

**Signature**

***Colin Bradbury***  
**for and on behalf of the Bristol,  
North Somerset and South  
Gloucestershire ICB**

**Title: Director of Strategy, Partnerships and  
Population**

...25/10/2023.....

**Date**

**SIGNED by**

...   
.....

**Signature**

***Rebecca Mear***  
**for and on behalf of Voscur**

**Title: Chief Executive Officer**

.....25/10/2023.....

**Date**

# SCHEDULE 1 - THE PROJECT

## Section 1: Service Specification

The deliverables under this grant are in the context of the emerging VCSE Alliance and the forming ICS. The Alliance will undergo a 3-month discovery phase to inform its activities and priorities throughout the remaining funding period, which will inform any ongoing future options post October 2024. As such, it is not possible to provide specific deliverables at this stage but will instead take a flexible and iterative approach to agree the next steps in the monitoring schedule outlined in table 1. At these points, collaborative discussions with the ICB Partnership Team will help shape the direction.

**Table 1 – monitoring schedule**

Review meetings
November 2023*
January 2024
April 2024
July 2024
October 2024

\*This will be a review of activities performed to date as future deliverables have not been specified by that point in the discovery phase.

Whilst it is not possible to give specifics about future deliverables due to the iterative approach taken, further clarity on some of the example activities that will be undertaken have been shown in Table 2.

**Table 2 – proposed delivery plan**

Area of work / workstream	Example activities – to be informed by VCSE and ICS developments
Establish the BNSSG VCSE Alliance and its structures, communications, engagement and strategic aims/plan.	<ul style="list-style-type: none"> <li>• <i>Monthly VCSE Alliance Steering Group meetings</i></li> <li>• <i>Thematic Task and Finish Groups, including Governance; Comms &amp; Engagement; Participation.</i></li> <li>• <i>Co-design VCSE Alliance assembly event/s.</i></li> <li>• <i>Create and promote single point of entry.</i></li> </ul>
Pilot and develop further a robust model of distributed leadership to bring about diverse and effective partnership approaches.	<ul style="list-style-type: none"> <li>• <i>Explore and agree key identities under which distributed leadership can be delivered.</i></li> <li>• <i>Develop a role description and test it with Chairs of ICS committees and boards.</i></li> <li>• <i>Link to VCSE Participation Task and Finish Group.</i></li> </ul>
Recruit, employ and manage the Alliance team (Strategic Programme Manager, Partnership Development Officer, Project Support Co-ordinator*) on behalf of the BNSSG VCSE Alliance.	<ul style="list-style-type: none"> <li>• <i>Collaboratively designing and agreeing new roles to manage and coordinate the Alliance.</i></li> <li>• <i>Agree and deliver a robust recruitment process, resulting in successful appointments.</i></li> <li>• <i>Induct and support new staff; effectively line-manage and empower Alliance staff.</i></li> </ul>



Support and enable diverse participation in the Alliance through a VCSE Alliance Inclusion Fund.	<ul style="list-style-type: none"> <li>• <i>Develop, test and implement Alliance Inclusion Fund.</i></li> </ul>
Support and enable diverse participation in ICS developments through partnership approach to enabling VCSE inclusion.	<ul style="list-style-type: none"> <li>• <i>Co-design through the VCSE Participation Task and Finish Group.</i></li> </ul>
Co-design and implement a process to confirm VCSE places on the ICB, ICPB and other priority spaces.	<ul style="list-style-type: none"> <li>• <i>Test new approach to participation in post-interim ICPB places, and the process to implement VCSE participation in the ICB.</i></li> </ul>
Implement new ICB-VCSE MOU/Agreement.	<ul style="list-style-type: none"> <li>• <i>Co-design and generate commitment to the MOU.</i></li> <li>• <i>Seek allies to secure governance endorsement for MOU amongst systems partners.</i></li> </ul>
Co-design and test options for VCSE funding mechanism/s.	<ul style="list-style-type: none"> <li>• <i>Partnerships/Opportunities Task and Finish Group.</i></li> <li>• <i>Participate in Sirona VCSE Framework development.</i></li> <li>• <i>Participate in Developing a West of England Vision for Shared Investment in our VCSE sector.</i></li> </ul>
Contribute to fundraising activities for the BNSSG VCSE Alliance.	<ul style="list-style-type: none"> <li>• <i>Collaborative work to secure resources for Alliance development and operations.</i></li> </ul>
Investigate the feasibility of a VCSE fund management vehicle (e.g. joint venture, provider collaborative).	<ul style="list-style-type: none"> <li>• <i>Co-design through the Partnerships/Opportunities Task and Finish Group.</i></li> </ul>
Contribute to communications and engagement with the sector on behalf of the VCSE Alliance	<ul style="list-style-type: none"> <li>• <i>Facilitate and maintain a communication network for all organisations who wish to be involved in the Alliance</i></li> <li>• <i>Actively cascade key messages out to the sector according to a pre-agreed communications plan</i></li> <li>• <i>Provide opportunities through a range of mechanisms for partners to feedback to the Alliance about the Alliance activities</i></li> </ul>

\* This post is part-funded by this grant.

## SCHEDULE 2 – THE GRANT

NHS Bristol, North Somerset and South Gloucestershire (BNSSG) Integrated Care Board (ICB) have agreed to pay a single block sum of £200,000 to the Voscur Ltd for services provided during the period 1<sup>st</sup> April 2023 – 30<sup>st</sup> September 2024. This is a combination made up of £190,000 for the South West Community Investment Fund and £10,000 for Voscur's continuing participation in the NHS England programme called *Embedding the VCSE Sector in ICSs*.

The Provider (Voscur) has already submitted an invoice and been paid for an initial £200,000 since 1<sup>st</sup> April 2023.

## ANNEX A – THE APPLICATION

### Summary budget 01/04/23 to 30/09/24

<b>Income</b>			
ICS-VCSE Alliance	£190,000		
NHSE Embedding VCSE in ICS	£10,000		
		Total	£200,000
<b>Expenditure</b>			
Project set-up			
Staffing	£9,412		
Tech	£3,000		
		£12,412	
Project costs			
Staffing	£87,700		
Inclusion	£46,800		
Tech	£540		
Localities	£12,000		
Events and training	£6,500		
Specialist advice	£7,500		
		£161,040	
Overheads and management			
		£29,154	
		Total	£202,605
Surplus/deficit		-£2,605	Voscur to absorb

*Overheads and management - % applied*

<i>To direct and indirect spends:</i>	<i>17.5%</i>
<i>To pass through spends:</i>	<i>7.5%</i>

## **ANNEX B – South West Community Investment Fund application**

The summary deliverables of this Grant for Voscur are included in the following table (2.1), have arisen in the context of the application to the South West Community Investment Fund and discussions. **FOR INFORMATION - The original application to the South West Community Investment Fund**

### **A proposal for developing the VCSE in our system, drawing on the Chair’s Community Investment Fund**

#### **Background**

To realise the aims of the Integrated Care System in Bristol, North Somerset and South Gloucestershire (BNSSG), we must reimagine our relationship with the voluntary, community and social enterprise (VCSE) sector. This would result in a new relationship where the NHS, local authorities and the VCSE are equal partners within our system.

This includes having the mechanisms in place to ensure the VCSE can play an active role in system-level governance and decision-making arrangements, through the establishment of a VCSE Alliance – a goal for the short-term. Longer-term we want to support the development and sustainability of the VCSE as a delivery partner of health and care services, and to maximise impact on our shared outcomes for the ICS and the population across BNSSG. VCSE organisations report an overreliance on short-term, piecemeal funding that limits the impact they can have in the longer-term. Our approach should seek to build capacity and resilience in the VCSE sector, moving it towards a more self-sufficient model. This can include from ICS and wider funding bodies.

To do this effectively, the short-term aim of establishing a body that can represent the sector in strategic and operational fora is required. £10,000 has already been received non-recurrently in 22/23 from NHS England’s *Embedding the VCSE sector in ICSs* to support the establishment of a VCSE Alliance in BNSSG.

The Local Authorities have been supporting the development of the VCSE in their respective areas to address among other areas, support in communities to address the wider determinants of health and care. Since the formation of the Integrated Care Partnership, the ICB team have built on this by engaging with existing BNSSG VCSE Infrastructure organisations and VCSE Locality Lead organisations who have proposed their vision for an effective VCSE Alliance model. In response, the team at the ICB have built upon this to explore how the ICB and Local Authorities could work with the VCSE to deliver the greatest impact as detailed in ten recommendations of the paper, *\*A new relationship with the VCSE*. The ten recommendations were discussed and supported by the BNSSG ICB Board when it met on 2nd February 2023.

The purpose of this paper is to describe how we would use a portion of the South West Community Investment Fund to build the VCSE infrastructure within the ICS in the short and medium term to ready the VCSE and ICB to explore models that contribute to longer-term sustainability of the sector.

#### **Funding Proposal**

The South West Community Investment Fund presents an opportunity to work with the VCSE sector and wider stakeholders to more fully scope models that will make the most of recurrent funding and deliver on the recommendations of *A new relationship with the VCSE*. The proposals are modular, but are designed to be delivered in a specific order; from Stages 1-4.

Implementation Stage	Objective/ Outcome	Details	Deliverables	Funding Requested
<p><b>Stage 1</b></p> <p><b>Short-term</b></p> <p><b>(3 months)</b></p>	<p><b>Establishing VCSE Alliance</b></p> <p>System-level VCSE representation</p> <p>*Recommendation x: Finalise system level VCSE representation model, assessing the merits of the Alliance proposal against other alternatives.</p> <p>Develop a system level representative model that is able to pull in charitable funds from outside of the ICS</p>	<p>This meets the NHS England requirement to have in place a Memorandum of Understanding (MoU) for how the VCSE will have an active role in system-level governance and decision-making arrangements.</p> <p>A VCSE Alliance model will be representative and reflect the diversity of the sector across BNSSG (geography and theme) with a broad membership, including Local Authority and Locality Partnership infrastructure organisations. This will ensure the BNSSG Alliance has a strategic role representing its members in the ICS without replicating or duplicating the roles of the existing infrastructure organisations.</p> <p>The VCSE Alliance will have a standing invite at the ICP Board and lead the recruitment of the Community Voices permanent membership to the ICP Board.</p> <p>The VCSE Alliance will represent the sector on the ICBs Health &amp; Care Improvement Groups and will be</p>	<p>Work with West of England Rural Network and Local Authority VCSE Infrastructure organisations to develop representative models, agree governance and establish the BNSSG VCSE Alliance.</p> <p>The role and purpose of the VCSE Alliance will be articulated in a Memorandum of Understanding with the ICB. A Service Level Agreement (SLA) will specify the outputs to be achieved in relation to this funding.</p> <p><b>In-scope use of funds:</b> Establishment of the VCSE Alliance, development and agreement of the MoU, specific outputs articulated in an SLA.</p> <p><b>Out-of-scope use of funds:</b> Funding the operating costs of the VCSE Alliance in the longer term, e.g., backfilling costs of members' time to participate in the ICS.</p> <p>Longer term funding and sustainability of the VCSE Alliance to be negotiated with the ICB Strategy, Partnerships and Populations Directorate considering emerging funding management fee</p>	<p>£50,000 minus £10,000 Embedding the VCSE sector in ICS' funding</p> <p><b>£40,000</b></p>

Implementation Stage	Objective/ Outcome	Details	Deliverables	Funding Requested
		active and equal partner in supporting these groups achieve their System Deliverables <sup>2</sup>	models proposed below.	
<b>Stage 2</b> <b>Short term+</b> <b>(3-6 months)</b>	<p><b>VCSE funding distribution models</b></p> <p>Consistency in process around bidding for and allocating funds.</p> <p>*Recommendation v: Work with the VCSE on the potential to develop a framework/ call-off model so that short term funding can be applied more effectively, perhaps through a commercial model such as a Joint Venture or Prime Provider arrangement</p> <p>*Recommendation vi: A standing group is set up to manage all bids/ allocations for VCSE funding across the ICS in order to ensure efficiency, proportionality and consistency in the awarding of money, along with a remit to favour local organisations wherever appropriate.</p>	<p>With the VCSE Alliance in place, we can begin to work with them and the sector to tackle shared outcomes and develop models for using planned recurrent funding and un/anticipated non-recurrent funding.</p> <p>The aim will be to consider and model the infrastructure for all ICS partners to distribute and evaluate funds in a standardised, equitable and strategic way and ensure effort is pointed to achieving our shared ICS outcomes.</p>	<p>To commission the VCSE Alliance to undertake a scoping exercise to explore different models and/or mechanisms for distributing non/recurring funds to the VCSE. This will include, but not limited to:</p> <ul style="list-style-type: none"> <li>• Determining key requirements of public sector funding from all relevant ICS partners.</li> <li>• Brokering a single point of access for public sector funds (via the VCSE Alliance).</li> <li>• Exploring all legal/tax issues of a potential Joint Venture or Prime Provider arrangement.</li> <li>• Proposing robust governance arrangements for the management of bids/allocations while remaining as agile and accessible as possible.</li> <li>• Proposing a VCSE Alliance management fee model (longer-</li> </ul>	<b>£30,000</b>

<sup>2</sup> The System Deliverables are: BNSSG Integrated Care Strategy/Strategic Objectives, the 5 Year Joint Forward Plan, the in-year Operating Plan, National priorities as directed by NHS England, locally prioritised System Outcomes.

Implementation Stage	Objective/ Outcome	Details	Deliverables	Funding Requested
			<p>term funding of VCSE Alliance).</p> <ul style="list-style-type: none"> <li>Collaborate with ICB Health &amp; Care Improvement Groups and Locality Partnerships to model bidding/distribution channels to local VCSE organisations.</li> </ul>	
<p><b>Stage 3</b></p> <p><b>Medium term</b></p> <p><b>(3-12 months)</b></p>	<p><b>VCSE Funding Distribution Model – TESTING</b></p> <p>Test the model proposed in Stage 2, with the added benefit of achieving:</p> <p>*Recommendation iii: Encourage our VCSE to actively recruit from our most deprived communities, where we know that health and care needs are disproportionately concentrated</p> <p>*Recommendation iv: Explore the potential to commission the VCSE to develop a strengths-based approach in BNSSG, focused on supporting residents to take more personal responsibility for their own health and wellbeing</p>	<p>Focus funds upstream on the wider determinants of health, taking an Asset-Based Community Development (ABCD) approach. This is currently being considered as a pilot approach in our Localities but could be accelerated with additional seed funding and local evaluation of impact.</p>	<p>The VCSE Alliance to work with ICB Health &amp; Care Improvement Groups and Locality Partnerships to test the models/mechanisms for distributing funds scoped in Stage 2</p>	<p><b>£20,000 per locality – totaling £120,000</b></p> <p>Seed funding for testing distribution mechanisms. (Nominally £20,000 per Locality Partnership)</p>
<b>Stage 4</b>	<b>VCSE Additional Funding Opportunities</b>	This stage would look to a wider pool of funders within the	To commission the VCSE Alliance to undertake a	<b>£10,000</b>



Implementation Stage	Objective/ Outcome	Details	Deliverables	Funding Requested
<p><b>Medium term+ (3 -18 months)</b></p> <p>NHS England Wellington House 133-155 Waterloo Road London SE1 8UG</p> <p>Contact: <a href="mailto:england.contractshelp@nhs.net">england.contractshelp@nhs.net</a></p>	<p>Establishing the infrastructure to attract additional funds into the BNSSG Health and Care economy.</p> <p>*Recommendation x: Finalise system level VCSE representation model, assessing the merits of the Alliance proposal against other alternatives.</p> <p><b>Develop a system level representative model that is able to pull in charitable funds from outside of the ICS.</b></p>	<p>system and nationally to access additional funds that will contribute to longer-term sustainability of the VCSE sector and inject additional money into our health and care economy.</p> <p>The Green Social Prescribing project provides a potential template for how this could work in practice. The Green Social Prescribing Manager has been effective at working with teams in the ICB and linking with external partners/funders to both identify funding opportunities and think creatively in partnering to develop successful bids. This could include partnering with Community Foundations/the private sector as part of their Corporate Social Responsibility (CSR).</p> <p>An upcoming opportunity may exist with a Shared Investment Fund to be offered by the National Lottery Community Fund and National Academy for Social Prescribing that if successful would offer proof of principle for funding the VCSE via a consortium model.</p>	<p>stakeholder engagement exercise with other funding bodies (public, private and charitable sector) and to make recommendations on consortium models that could attract additional funding into the ICS.</p>	<p><b>£200,000</b></p>
<b>Total</b>				<b>£200,000</b>