

Peter Mason  
Secure HealthCare  
100 Borough High Street  
Alpha House  
London  
SE1 1LB

Social Enterprise Unit  
Department of Health  
Room 4N11  
Quarry House  
Quarry Hill  
Leeds  
LS2 7UE

4<sup>th</sup> February 2009

Dear Peter

**SOCIAL ENTERPRISE PATHFINDER FUNDING IN 08/09**

1. I am now able to tell you the result of your bid for Social Enterprise pathfinder revenue funding for the year 2008/09. I am writing on behalf of the Secretary of State to offer Secure Healthcare a revenue grant of £70,000.00 and a capital grant of £310,000.00 for 2008/09.

**Please return a signed, hard copy version of the attached 'Acceptance of Grant Award Conditions' form by 11<sup>th</sup> February 2009 to allow us to process your payment. Failure to return this will mean that we will be unable to make this payment to you.**

2. The revenue grant is for the purpose of:
  - Hiring a membership secretary and consultancy support for the development of the organisation.
3. The capital grant is for the purpose of:
  - Development of membership training materials;
  - Training equipment and materials; and
  - Refurbishment of the Swan House Centre for the training of prisoners and ex-offenders in prisoner and offender healthcare.

The funding is given to provide services of general interest.

**ADVICE**

4. This letter tells you about the conditions of the grant being offered to your organisation -

- a. the **standard conditions** for all Section 64 (S64) grants are given in **paragraph 5**, and
- b. in **paragraph 6** are the **additional conditions** for this grant.

Please read these conditions carefully, particularly those which require you to take action.

5. Your **normal contact for this grant** will be Rebecca Chaloner, Room 4N11, Quarry House, Quarry Hill, Leeds, LS2 7UE, tel: 0113 254 5028, e-mail: [Rebecca.chaloner@dh.gsi.gov.uk](mailto:Rebecca.chaloner@dh.gsi.gov.uk) If there is anything that you do not understand in this letter, you should discuss it with Rebecca as soon as possible. **You may wish to copy this letter to your finance officer** to help to ensure that the accounting requirements are fulfilled.

## **STANDARD CONDITIONS**

6. The **standard conditions** attached to grants are as follows:-

### **BASIS ON WHICH S64 GRANTS ARE AWARDED - FOR YOU TO NOTE AND OBSERVE**

- a. **the grant is awarded at the discretion of the Secretary of State.** It is recoverable to the extent that it is not used for the purposes for which it is given, **and the right is reserved to discontinue the grant before it is paid in full;**
- b. no aspect of the activity being funded by the Department should be party political in intention, use or presentation;
- c. in carrying out the activity, [name of VCO] and anyone acting on its behalf, must comply with the law for the time being in force in the United Kingdom. Your attention is drawn in particular to the need to avoid committing any act of discrimination rendered unlawful by the Sex Discrimination Act 1975, the Race Relations Act 1976, and the Disability Discrimination Act 2005, Employment Equality (Sexual Orientation) Regulation 2003, Employment Equality (Religion and Belief) Regulation 2003, Employment Equality (Age) Regulation 2006, Equality Act (2006).
- d. The Equality Act 2006 outlaws discrimination on the grounds of sexuality orientation and religion and belief in terms of service delivery. Your attention is also drawn to your obligations under the Data Protection Act 1998 and the Human Rights Act 1998. You should also note that any liability incurred under health and safety legislation, or liability for redundancy or unfair dismissal under

employment legislation, will be the responsibility of your organisation (if your organisation is an occupier of premises or an employer) and not that of the Department. If there is any doubt over any of the above mentioned matters you should seek legal advice.

- e. the grant may not be passed to a third party;
- f. the grant may not be used to finance fundraising efforts;
- g. the grant is at a fixed cash level and will not be adjusted to meet pay and price changes;
- h. the Department has no commitment to renew financial support after the term of the grant;

#### **ACTION FOR YOU TO TAKE (1) – ACCOUNTING FOR THE GRANT**

- i. **you must separately identify the grant in your full annual accounts**, audited, reported on by a reporting accountant or independently examined in accordance with current legal requirements and provide **two copies** for the Department. Identifying the grant in your accounts is required as a measure of accountability for the use of public funds;
- j. if information about the income **and** expenditure of Secure Healthcare project is not separately identified in your accounts, you must provide **two copies of a certified statement of income and expenditure for the project in the same detail as the budget provided with the grant application**. This statement should refer to the part(s) of the accounts from which it is derived and be signed by one of the following:- trustee, company director, chief executive, finance officer/treasurer, registered auditor, reporting accountant or independent examiner;
- k. if your organisation is not legally required to have its accounts audited, reported on by a reporting accountant or independently examined, then you must provide **two copies of a statement of your organisation's gross income and total expenditure, in which the grant must be separately identified**, and signed by a trustee or, if a limited company, a company director. Identifying the grant in your accounts is required as a measure of accountability for the use of public funds;

l. you must send the required **two copies** of –

- your accounts (paragraph 5i), or
- a statement of your organisation's gross income and total expenditure (paragraph 5k),
- and, if not already included in the above, a certified statement of the project's income and expenditure (paragraph 5j),

**as soon as possible, but not later than six months after the end of your financial year**, direct to Rebecca Chaloner, Room 4N11, Quarry House, Quarry Hill, Leeds, LS2 7UE. The Department may have to ask for further details about the expenditure of the grant;

- m. if you are unable to provide two copies of your annual accounts or statements within six months of the end of your financial year, **you must tell Rebecca Chaloner immediately**, provide two copies of your DRAFT accounts or statements within six months of the end of your financial year and forward the final approved versions as soon as possible;
- n. **unless otherwise agreed as in paragraph 5m, failure to submit the relevant accounts or statements specified in paragraph 5l within six months of the end of your financial year, will lead to suspension of this grant and any other grant still in payment at that time;**
- o. all invoices, receipts, accounting records and any other relevant documents relating to the expenditure of the money should be kept, **for a period of at least six years** after the completion of Secure Healthcare project. These must be made available at any reasonable time for inspection by officials of the Department or of the National Audit Office. Additionally, the Comptroller and Auditor General may carry out examinations into the economy, efficiency and effectiveness with which the grant has been used;

#### **ACTION FOR YOU TO TAKE (2) – GRANT REFUNDS AND CHANGES**

- p. the grant must be used in the Department's financial year (1 April to 31 March) for which it has been awarded. **Any unspent grant remaining at the end of the financial year must be notified to Rebecca Chaloner as soon as it comes to light and no later than 30 April;**

- q. if [name of VCO] should close down, or merge with another organisation, the Secretary of State may require a refund of any grant which, at that time, had not been used for the purposes for which it was given; and
- r. if at any time you wish to make changes to these conditions you should discuss them with Rebecca Chaloner. If any of the conditions specified is not fulfilled without the prior agreement of the Secretary of State, you may be asked to repay all or part of the money.

### **ADDITIONAL CONDITIONS – ACTION FOR YOU TO TAKE (3)**

7. **Additional conditions** will apply to this grant as follows:-

#### **MONITORING GRANT ACTIVITY**

- a. you must submit a progress report on the project within one year of a first grant award; including detailing how DH funding has been used.
- b. the other monitoring, evaluation and review arrangements are as follows;
- c. use of the NHS brand is permitted as specified by the DH branding unit. (name of SE) should work with the DH branding team to agree placement of DH brand alongside own logo.
- d. Regular updates and meetings between key contacts (Social Enterprise, Strategic Health Authority and Social Enterprise Unit) should take place
- e. (name of SE) should share their experience as a pathfinder with the wider Social Enterprise community (eg by disseminating the resultant learning, good practice and tips for overcoming problems, by participation in workshops, seminars etc). Information should be made available for the Social Enterprise Unit / Strategic Health Authority to use as promotional material for both the pathfinder and Social Enterprise more generally.
- f. (name of SE) agrees to take part in the overall evaluation of all pathfinders, as specified by the Social Enterprise Unit.

**PAYMENT ARRANGEMENTS – ACTION FOR YOU TO TAKE (4)**

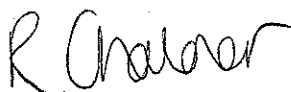
8. Payment of the grant will be made direct to your bank by BACS. Please complete the new supplier form electronically and e-mail it to [kit.tsang@dh.gsi.gov.uk](mailto:kit.tsang@dh.gsi.gov.uk) . Please inform Rebecca Chaloner if there are any changes to your bank account details. Please note that payments will not be made payable to an individual.

**AGREEMENT TO THE CONDITIONS OF THE AWARD– ACTION FOR YOU TO TAKE (5)**

9. Please confirm that you have read and understood this letter by arranging for a trustee or, if a limited company, a company director to accept the above conditions on behalf of Secure Healthcare by signing a copy of this letter and returning the whole copy, with **an original signature** (not a photocopy), to Rebecca Chaloner at this address. We will then arrange for the Social Enterprise Unit to inform you about payment of the grant.

**Please return a signed, hard copy version of the attached 'Acceptance of Grant Award Conditions' form by 11<sup>th</sup> February 2009, to allow us to process your payment. Failure to return this will mean that we will be unable to make this payment to you.**

Yours sincerely



**Rebecca Chaloner**  
**Head of Social Enterprise Unit**

Telephone number: 0113 254 5028

Email address: [Rebecca.chaloner@dh.gsi.gov.uk](mailto:Rebecca.chaloner@dh.gsi.gov.uk)

**ACCEPTANCE OF GRANT AWARD CONDITIONS**

I am a Director/ a Trustee of [name of VCO] ("the Organisation") which has applied for a section 64 grant ("grant"). I confirm I have read and understood the conditions of the grant specified in the "Grant Award Letter", and that I accept the conditions on behalf of the Organisation. I understand that the Organisation, as a condition of receiving the grant, must inform the Department of Health if it alters the way in which the grant will be spent. I understand the Organisation may be liable to return all funds received under this grant if it is not used for the purposes for which it is given.

I authorise on behalf of the Organisation the disclosure of all relevant information to the NHS Counter Fraud and Security Management Service to enable the Department of Health to verify that grants allocated have been used appropriately. I also authorise on behalf of the Organisation disclosure of all relevant information to the Charity Commission, Inland Revenue and Customs and Excise.

I understand that nothing in this declaration obliges or permits the Organisation to disclose information which is prohibited from disclosure by or under any enactment, rule of law or ruling of a court of competent jurisdiction or is protected by the common law.

I declare that the information provided in the application resulting in this award of grant is correct and complete. I understand that if it is not, appropriate action may be taken, which may lead to criminal sanctions being applied.

Position of signatory .....

Full name .....

Signature .....

Date.....

**PLEASE RETURN WITH THE COUNTERSIGNED AWARD LETTER**

**1. UPDATED CONTACT DETAILS**

We would prefer to use email for correspondence with your organisation. Please provide contact details of the person in your organisation who will be responsible for monitoring this grant and complying with the terms and conditions. Future correspondence will be sent to this person rather than the Chief Executive or Chair of the organisation. You should let us know if any of these contact details changes.

Organisation	
Name of contact	
Position in organisation	
Email address	
Telephone number	
Fax number	
Postal address	

**2. BANK ACCOUNT DETAILS**

If your organisation is in receipt of an existing Section 64 grant we do not need you to supply bank account details. If you do not have a current grant or your bank account details have changed please complete the new supplier form that was e-mailed to you and sent it back via e-mail to [emma.carter@dh.qsi.gov.uk](mailto:emma.carter@dh.qsi.gov.uk)



**Agreement for Department of Health Social Enterprise Pathfinders  
2008/9**

Secure Healthcare agrees to the following

**Pre-pathfinder commencement the Secure Healthcare should:**

1. Agree to the terms of this document.
2. Ensure sufficient resources are in place and able to engage fully with the Social Enterprise Unit/local SHA over the specified support period
3. Organise a meeting between the key contacts (including board members/partners) and the Social Enterprise Unit/local SHA to discuss how the points within this document will be addressed and confirm what support will be required.
4. Use the NHS brand alongside own logo as specified by the DH branding unit and work with the branding unit in doing so.
5. Agree to the terms of the Grant letter (detailed separately) for Voluntary and Community organisations
6. Agree to the legal charges as detailed separately

**During the pathfinder Secure Healthcare should ensure that :**

1. The board/partners discuss and agree any ongoing actions within this agreement
2. There are regular updates and meetings (which can be via tele/video conference) with the Social Enterprise Unit/local SHA.
3. Access is available to key personnel for the Social Enterprise Unit/local SHA.
4. Information is available for the Social Enterprise Unit/local SHA to use as promotional material for both the pathfinder and for SE generally.

**Post pathfinder Secure Healthcare agrees that they will:**

1. Share their experience as a pathfinder with the wider SE community (eg by disseminating the resultant learning, good practice and tips for overcoming problems, by participating in workshops, seminars etc). This may also be required on an ongoing basis during the pathfinder.
2. Detail how funding has been used throughout the pathfinder.

Signed:

Project Co-ordinator

Board Member  
(Chair or Finance lead)

Date

Date



Peter Mason  
Secure HealthCare  
100 Borough High Street  
Alpha House  
London  
SE1 1LB

Social Enterprise Unit  
Department of Health  
Room 4N11  
Quarry House  
Quarry Hill  
Leeds  
LS2 7UE

20<sup>th</sup> May 2009

Dear Peter

**2008/9 SOCIAL ENTERPRISE PATHFINDER FUNDING – ADDENDUM TO GRANT AGREEMENT**

Please note the following change to Clause 6 (c) regarding use of the NHS Brand, outlined in your grant agreement dated 4<sup>th</sup> February 2009.

**CLAUSE 6 (C)**

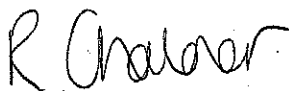
You might be eligible to use the NHS identity depending on certain criteria, such as the type of services you deliver and who receives them. Please contact the NHS brand identity helpline by emailing [dh.identity@dh.gsi.gov.uk](mailto:dh.identity@dh.gsi.gov.uk) or phoning 020 7972 1501 to discuss this further.

Any use of the NHS identity must comply with the NHS brand policy and guidelines which the Department may at any time revise, update, or reissue. The full guidelines are available at [www.nhsidentity.nhs.uk](http://www.nhsidentity.nhs.uk)

Please note that permission to use the NHS identity is only for the duration of your contract.

Note that organisations supported through Section 64 grants from the Department of Health cannot use the logo the Department of Health (DH) logo. This is because use of the DH logo signifies to the audience that the Department is involved in or has approved the information or services provided. As we do not have this level of involvement in Section 64 initiatives, we do not allow the use of the logo. However, you can adapt the following statement to indicate the funding support received: "The Department of Health has provided funding to [project / initiative], assisting the provision of [health promotion, publicity or advice]."

Yours sincerely



**Rebecca Chaloner**  
**Head of Social Enterprise Unit**  
Telephone number: 0113 254 5028  
Email address: [Rebecca.chaloner@dh.gsi.gov.uk](mailto:Rebecca.chaloner@dh.gsi.gov.uk)

