

Agenda Item No: 10.6 **Report No:** 22/15

Report Title: Service Level Agreements for Voluntary and Community Associations

Report To: Cabinet **Date:** 12 February 2015

Cabinet Member: Cllr Phil Howson

Ward(s) Affected: All

Report By: Nazeya Hussain, Director of Business Strategy and Development

Contact Officer(s)-

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Purpose of Report:

To agree the Service Level Agreements, as listed in the appendices, including the level of funding awarded by the Council to voluntary and community organisations.

Officers Recommendations:

- 1** Subject to satisfactory completion of the state aid due diligence checks referred to in paragraph 13, to authorise the Director of Business Strategy and Development to enter into Service Level Agreements with Citizen's Advice Bureau, 3VA, Action in Rural Sussex and Sompriti based on the terms set out in paragraphs 4, 8, 9 and 10 of this report.
 - 2** To agree the level of funding for each organisation subject to an SLA with the Council for 2015/16 and satisfactory completion of the state aid due diligence checks referred to in paragraph 18.
 - 3** To agree an additional £13,400 be granted to the Citizen's Advice Bureau (CAB) to continue to fund a specialist benefits advisor at Newhaven in 2015/16 from Housing Revenue Account (HRA).
 - 4** To agree that any final, non-substantial changes to the SLAs (excluding funding changes) can be delegated to the Director of Business Strategy and Development.
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Reasons for Recommendations

- 1 The Council has historically provided support to a number of strategic community and voluntary sector organisations, who provide a range of direct services to our residents.

Information

- 2 The Council recognises the significant contributions that the community and voluntary sector play in delivering services to our residents. Partnership working is a key priority for Lewes District, and the Council is committed to working with voluntary and community organisations through the giving of community grants. This helps support a thriving voluntary sector in Lewes District. In addition, the giving of funding to such groups can also provide a cost effective way of delivering the Council's objectives.
- 3 Historically, the Council has provided funding to a small number of voluntary and community organisations on a recurring basis, these being; the Citizen's Advice Bureau (CAB), 3VA, Action in Rural Sussex (AiRS) and Sompriti. These particular organisations have been funded because of the core role they play in enabling and supporting other parts of the community and voluntary sector (3VA and AiRS) or because of the unique advisory role they provide to those experiencing hardship or disadvantage (CAB and Sompriti).
- 4 Service Level Agreements (SLAs) provide certainty to organisations for a three year period. This enables them to plan ahead and ensure consistent delivery of service. The SLA also provides a mechanism for the Council to closely monitor the organisations' performance and delivery. The SLAs are agreements that specify the amount of funding, what activities it covers, legal requirements, monitoring and evaluation processes. All SLAs within this report will cover a three year period. Having the security of a 3 year SLA with the Council can also assist voluntary organisations in the leverage of further funding from other sources. It should be noted, however, that all SLAs contain clauses enabling review, termination and/or renegotiation of terms should the need for the service change or performance issues are encountered.
- 5 Following recommendations from the Scrutiny Review – Strengthening our relationship with the Voluntary and Community Sector - undertaken last year, work has been undertaken to review and improve the SLAs for the four voluntary organisations that the Council regularly funds.
- 6 The new draft SLAs (see appendix A-D) have been written to be proportionate with the level of funding awarded. Therefore the proposed SLAs for Sompriti and AiRS take a more light touch approach to monitoring and evaluation than do those for CAB and 3VA where the funding allocation is larger. However, in all instances, clear service levels and monitoring requirements are set out in the agreements.

Organisations receiving funding

CAB

- 7 The CAB helps people resolve their legal, money and other problems by providing free, independent and confidential advice. LDC currently provides around 82% of their core funding with the Town Councils across the district providing the remaining 18%.
- 8 As part of the Council's commitment to enhance the services we provide to our communities, we are seeking a three year plan to be produced by the CAB. This will outline a redesign of their current services to become better aligned with the demographic make-up of the district, with the full range of services provided in Lewes, Newhaven and Seaford and outreach provision elsewhere, whilst making use of shared accommodation to reduce office costs.

AiRS

- 9 AiRS is the Rural Community Council for Sussex. The organisation's purpose is to provide practical help and support to rural communities across both East and West Sussex enabling them to be vibrant, living and working places. The Council has reviewed the work undertaken by AiRS in the District and it has been agreed the future focus for work funded through the SLA should be on support to village halls and community buildings. This is reflected in the level of grant being awarded.

3VA

- 10 As a Council for Voluntary Service, 3VA provides support for voluntary and community organisations across the Eastbourne, Lewes District and Wealden areas of East Sussex. They provide a range of practical support to charities and community groups including start-up support, funding advice, help with governance and training. Their services help to sustain and develop the voluntary and community sector in the area.

Sompriti

- 11 Sompriti supports black and minority ethnic communities and individuals across East Sussex. They work with individuals from a range of different backgrounds and heritage, organising community events, and providing interpreting and translation services. Supporting this organisation financially assists the Council in fulfilling its equalities duties under the Equality Act 2010.

Funding Levels

- 12 The funding proposed for 2015/16 is detailed in the below table. Funding for the second and third year of the SLA period will be brought to Cabinet for consideration in future years.

Organisation	£ funded (14/15)	Proposed Funding £ (15/16)*
CAB	140,340	140,340
3VA	28,000	28,000
AiRS	7,000	3,500

Sompriti	10,000	10,000
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*This represents 0% increase from 2014/15.

Monitoring

- 13** For all the SLAs, close monitoring will be undertaken by officers. For the larger awards this will be quarterly, with smaller grants being considered less frequently. The recipients will be required to submit of both qualitative and quantitative data as well as attending regular meetings to explore performance with council officers. There is more detailed information regarding monitoring in the individual SLAs (see Appendices).
- 14** There will be a continued dialogue with Members as well as an annual report to Cabinet. The relevant Portfolio Holder has been consulted as part of this process, as well as Member representatives who hold a seat on the management bodies of the relevant organisations.

Reporting

- 15** Reports will be provided to Members on an annual basis which will provide information on performance and will make recommendations regarding future level of grant.

Other Funding

- 16** In 2014/15, £13,400 of additional funding was awarded to the CAB to fund a specialist benefits advisor at Newhaven. The CAB have requested that this funding be continued in 2015/16. This worker provides a high quality, professional service (which could not be provided by volunteers) in one of the most deprived areas of the District. Subject to Members views, this has been included in the SLA for 2015/16 (this is in addition to the £140,340 set out at Paragraph 7).

Financial Appraisal

- 17** The proposed funding amounts shown in the table at paragraph 7 are incorporated within the draft 2015/16 budgets reported to Cabinet elsewhere on this Agenda. The additional contribution to the CAB would be funded by the Housing Revenue Account and has been included in the 2015/16 draft budget at this stage. Should Cabinet not be minded to agree the additional contribution, there will be an increase in the Housing Revenue Account balance. The cost of services provided by Sompriti to the Council is shared over a number of General Fund and Housing Revenue Account budget heads.

Legal Implications

The Legal Services Department has made the following comments:

- 18** The proposed funding will come out of state resources. Prior to funding being given and completion of the SLAs the Council should carry out state aid due diligence checks to ensure that no unlawful state aid will be given to voluntary and community organisations.

Sustainability Implications

- 19** I have not completed the Sustainability Implications Questionnaire as this Report is exempt from the requirement because it is a progress report.

Risk Management Implications

- 20** I have completed a risk assessment. No new risks will arise if the recommendations are not implemented. The following risks will arise if the recommendations are implemented, and I propose to mitigate these risks in the following ways:

- a) Close monitoring of voluntary groups to ensure services are delivered.
- b) Funding only provided to groups if satisfied with relevant evaluation.

Equality Screening

- 21** Equalities screening was undertaken on 6 November 2014. As only positive implications were identified, a full equalities analysis is not required.

Background Papers

- 22** None

Appendices

- 23** Appendix A: Service Level Agreement for Citizen's Advice Bureau
Appendix B: Service Level Agreement for 3VA
Appendix C: Service Level Agreement for Action in Rural Sussex
Appendix D: Service Level Agreement for Sompriti

Draft Service Level Agreement – Lewes District Citizen’s Advice Bureau

This is an agreement between Lewes District Council and the Lewes and Seaford Citizens Advice Bureau.

Lewes District Council agrees to provide funding for the provision of core advice and information services by Lewes District Citizens Advice Bureau.

Introduction

The objective of the bureau is to provide free, confidential, impartial and independent advice to enable local residents to deal with a wide range of issues, including benefits, housing, money advice, employment, consumer, relationships, taxation and many more. The nature of the assistance provided will depend on a client’s needs and ranges from the provision of information to formal representation.

PART 1 – General Conditions

1.1 Parties

This is an agreement between the Lewes District Council (hereinafter call “the council”) and the Lewes District Citizens Advice Bureau (hereinafter called “the bureau”)

1.2 Object of Agreement

The council wishes to support the services of the bureau for the purpose of providing an information and advice service operated within both the aims, principles and policies of Citizens Advice and the Council’s ‘One District One Council’ approach to serving the needs of their residents, subject to an agreed grant and to a defined level of service.

1.3 Period of the Agreement

The agreement will commence on 1st April 2015 for a period of 3 years unless it is terminated.

1.4 The Parties Obligations

- a) The bureau agrees to provide the services specified in Part 2 of this agreement (Service Objectives and Specifications).
- b) The council agrees to make the grant payments specified in Part 3 of this agreement (Financial and resourcing arrangements).

1.5 Status of Agreement

It is not the intention of either party that this agreement shall be legally binding and therefore neither party shall have any liability to the other for any failure to observe the terms of this agreement.

1.6 Status of Service Provider

In carrying out this agreement, the bureau is acting in its own right as an independent organisation, and not as agents of the council.

1.7 Management

Responsibility for the management of the bureau is vested in the Trustee Board, the membership and operation of which is laid down by a constitution Memorandum and Articles of Association.

1.8 Parties' Representatives

The council and the bureau will each appoint a contact officer.

- a) The role of the council's contact officer is to:
 - Be the initial point of contact within the council for the bureau
 - Inform the bureau of any issues which may have an effect on the implementation of the service provision in this agreement.
 - Provide information, advice and support to the bureau as reasonably required.
 - Inform the bureau of any change in the council's contact officer.

- b) The role of the bureau's contact officer is to provide the information required in Part 4 of this agreement and to inform the council's contact officer, in writing, if there is:
 - A proposal by the bureau to change or reduce the core services set out in Part 2 of this agreement;
 - Any amount to be taken into account under 3.2b (this must be notified by 1st February for the following financial year)
 - A major change to the bureau's financial budget;
 - A change to the bureau's constitution; or
 - A change in the bureau contact officer.

- c) Both contact officers will be required to set up an annual monitoring meeting, and other meetings following quarterly monitoring when required, to consider the information set out in Part 4 of this agreement.

- d) The parties' contact officers will be Rachel Allan of the Council and Jackie Wilkes, District Manager, of the bureau.

1.9 Confidentiality

The council accepts that the bureau offers a confidential service and that all matters raised by individual clients are kept confidential.

1.10 Staffing

- a) Paid and volunteer staff will be recruited and selected with full regard to an equal opportunities policy, safeguarding policy and procedures approved by Citizens Advice.
- b) Paid staff will be employed and remunerated with full regard to Citizens Advice Guidelines.

1.11 QUALITY ASSURANCE

The bureau undertakes to operate the quality assurance systems described in Part 2 of this agreement.

1.12 HEALTH AND SAFETY

The Bureau shall have regard to the requirements of the health and Safety at work Act, 1974 and any other acts, Regulations, Directives of Orders etc about health and safety.

1.13 Insurances

The bureau will arrange adequate insurances to cover such liabilities as may arise in the course of the bureau's work.

1.14 Dispute Resolution

If either party considers the other to be in breach of their duties under this agreement or has a grievance about some aspect of the agreement's operation, the parties shall make every effort to resolve the issue through joint discussions. Where this fails:

- The party wishing to make the complaint should provide the other with written details, including proposals for resolving it.
- A written response should be sent to the initiating party within 14 days;
- If the response is not considered to resolve the issue, the initiating party may request in writing to the contact officer a meeting of the authorised signatories (or their successor);
- Where possible the meeting should be held within 14 days of the contact officer receiving the request;
- Where the meeting does not resolve the complaint, the issue should be considered by the bureau's Trustee Board or the relevant council committee as a confidential team. Any submissions should be sent in advance to the other party and representation permitted;
- If either party is dissatisfied with the outcome as notified to it in writing within seven days of the meeting, arbitration can be requested and this will take place with a mutually acceptable external party.
- In the event that the matter is not resolved, this agreement can be dissolved.

1.15 Review

- a) This agreement may require amendments in the light of experience of implementing its terms. Any amendments will need to be negotiated and agreed in writing by both parties.
- b) The mechanism used for determining the core funding grant set out in Part 3 cannot be the subject of an amendment under a).
- c) An annual review of the level of services specified in Part 2 can be requested by either party and a meeting held as soon as practicable after this. It can take into account changes in community needs, feedback from clients or other stakeholders, changes in the council's corporate objectives and any other relevant factors beyond the control of the bureau, such as the availability of staff.
- d) Any amendment to the service specification under c) will need to be negotiated and agreed in writing by both parties.

1.16 Renewal

This entire agreement shall be subject to a formal review beginning in September 2017 with the aim of establishing the conditions applying for the period commencing April 2018.

1.17 Termination

- a) The agreement can be terminated by either party giving the other party six months notice in writing.
- b) Notice can be served if delivered, posted or emailed to the contact officer (see 1.8).

PART 2 – Service Objectives and Specifications

2.1 Aims of the Service

The aims of the Citizens Advice service, of which the bureau is a member and to which the bureau adhered:

To ensure that individuals do not suffer through lack of knowledge of their rights and responsibilities or of the services available, or through an inability to express their needs effectively.

and equally

To exercise a responsible influence in the development of social policies and services both locally and nationally.

2.2 Principles under which the Services are provided

The bureau will provide an information and advice service which is:

- Free
- Confidential
- Impartial
- In accordance with the Citizens Advice guidelines and Lewes District Council's policy on equal opportunities and safeguarding.

2.3 Core Services Funded under this Agreement

The bureau provides services which meet the requirements set out in Section 1 of the Citizens Advice Membership Scheme; "Core Advice Services and Social Policy".

The bureau ensures that the advice and information it gives to its clients complies with the criteria defined in Section 2 of the Citizens Advice Membership Scheme, where applicable, and demonstrates this by providing sufficient information in the case record..

This includes establishing client expectations and explaining what the bureau can provide, making a diagnosis about the issue(s) and identifying other related issues.

The bureau ensures advice is independent and is provided in a non-judgmental and non-discriminatory way.

Information is collected from the client on which advice is based and information is provided relevant to the person and their particular situation, including any entitlement calculations.

Options are explained to the client including consequences and limitations applicable to their particular circumstances.

Where possible, an objective assessment of the most likely successful remedy is given.

The client is assisted in identifying the most appropriate way forward, including any social policy action the client and / or the bureau can take.

The client is assisted through completion of forms, making telephone calls, drafting and writing letters, negotiation on behalf of the client and making referrals to other agencies that can provide specialist help beyond that which the bureau can provide.

The bureau is also able to provide specialist services in the categories of money advice, benefit advice and employment. A weekly total of 52 hours of benefits advice and 12.5 hours of money advice form part of the provision within this SLA.

2.4 Means of Accessing the Service

In order to maximise partnership working and reduce duplication, over the three year period of this agreement the service should be developed and adapted as required in order to be provided within the following areas/times/durations:

- A revised accommodation / service configuration in Lewes where services are delivered through shared accommodation with the Council at Southover House or other public buildings within the District*
- A full service** in Newhaven, delivered out of a shared facility with Lewes District Council or other public buildings within the District *
- A full service** in Seaford*
- A presence in Peacehaven or Telscombe (subject to Town Council funding being available)
- Provide a pilot “extended hours” session in order to evaluate need for this service.
- The bureau will join the national CAB telephone number in 2015.
- Any costs/work associated with the promotion of services within Council buildings will be the responsibility of the CAB.
- The CAB are expected to promote services and actively encourage the use of all delivery points.
- The CAB are expected to acknowledge the Council as a funder in all promotional material
- The CAB will be expected to work collaboratively over three years to ascertain how to improve publicity of and access to the service in the rural areas of the District.

* This service will add up to 8 days across the three areas.

** Subject to any future guidance from Citizens Advice nationally, a full service is taken to mean the provision of both gateway and generalist advice.

2.5 Joint Working

The CAB will work collaboratively with the Council as well as with other local information providers to deliver joined up services for residents of the District. Specifically:

- a) The bureau and the Council will work together on pertinent issues.
- b) The Council to refer customers to the bureau, and the bureau to refer customers back to the Council when appropriate.
- c) The bureau and Council to work together on other projects when appropriate.

It is recognised that the Council already provides meeting space to the CAB within Southover House, which could be costed at around £15 per hour when compared to similar venues.

2.6 Service Development

Over the three year funding period the following service developments will be made in response to changing customer needs:

- Co-location in Newhaven and increased presence at Southover House*
- Further extending co-location at Southover House, Lewes*
- A revised accommodation / service configuration in Lewes as per 3 year plan to be appended to this SLA*

**subject to further discussion with CAB and the required space/ resources being available at Southover House*

[The CAB will be required to provide a detailed three year plan which sets out how the above will be achieved, this will then be appended to the SLA]

Over this period, the CAB will, in conjunction with the Council, continually review the nature of customer enquiries to ensure that the service remains responsive to customer needs.

2.7 Quality Assurance

The bureau operates in line with the Citizens Advice service Membership Scheme which sets out the quality assurance standards to which all members are expected to operate. It is fully convergent with the Community Legal Service General Help Level Quality Mark.

The quality assurance standards consist of three sections:

Section One, Core advice services and social policy, defines the standards to which all members must operate in delivering information and advice to clients and undertaking social policy work.

Section Two, Quality of advice, sets the standards for monitoring the quality of advice delivered by members to clients and details the quality criteria that are used in measuring the quality of advice.

Section Three, Organisational standards, details the quality standards and the requirements to which members should operate in order to function as effective and economic quality organisations.

2.8 Service Development and Improvement

- a) The bureau has a business and development plan (see 4.8), the monitoring of which and the results of audits (see 4.2 and 4.3) lead to innovation and improvements in the service.
- b) The bureau will participate in the activities of various networks including the Consumer Support Network in order to enhance the services provided to local residents.
- c) The bureau will work to secure additional funding in order to meet unmet needs for advice amongst the diverse local communities.
- d) The bureau will make use of client's experiences to inform and influence the policy and delivery of other local services, and will inform the council of relevant issues.

2.9 User Feedback and Involvement

- a) The bureau will operate a procedure for representations and complaints about the service in accordance with Citizens Advice guidelines and shall take all reasonable steps to bring this to the attention of the users of the bureau.
- b) The bureau will undertake an annual client satisfaction survey.
- c) The bureau will consult both client both clients and potential clients about service provision and opening hours.
- d) The bureau will encourage users to take up appropriate training opportunities within the bureau.
- e) The Trustee Board are to be constituted in such a way as to encourage representation from as wide a range of local people and organisations as possible.

2.10 Circumstances beyond the Bureau's' Control

- a) The bureau will not be held responsible for any interruption in or disruption to the core services due to circumstances beyond their control.
- b) The services specified are dependent on the availability of suitable advisers. The council will be informed in the case of such advisers being unavailable, the likely duration, and what action is being taken to address the situation.

PART 3 – Financial and Resourcing Arrangements

- 3.1 The Council has agreed that the grants to be paid to the bureau for the financial year beginning April 2015 (year 1) shall be £153,740. It is acknowledged that 9.2% of this grant is spent on accommodation, the Council would expect to see a reduction in this proportion over three years.
- 3.2 Together with the funds from the town councils and parish councils across the district, these grants shall be construed as being sufficient to fund those core services referred to in Part 2 of this agreement, and for the purposes of this agreement are deemed to be the bureau's core funding.
- 3.3 The Business rate costs for The Barn, are £4,820 of which the CAB get 80% charity relief and then the Council has funded the balance of £964 through the Discretionary Relief scheme.
- 3.4 The Council will provide rent free accommodation in its buildings, where appropriate and feasible for the bureau to enable to deliver services to the public.
- 3.5 In calculating the grants for the second and subsequent year covered by this agreement, the only adjustments which can be made to the amounts given in 3.1 are:
 - a) Reviewing an increase for inflation (the council shall have regard to the Retail Price Index figure for the previous October); and
 - b) Any changes made as a result of an amendment to the specified service after an annual review under 1.15c.
 - c) A reduction in the proportion of the grant to be spent on accommodation is expected in Year 3 (17/18) as a result of a revised accommodation configuration
- 3.6 Service developments and additional services over and above those supported by the core funding and described in Part 2 of this agreement, can be considered for additional funding by the Council on the understanding that the Council can offer no commitment to fund. If the Council does fund these developments or additions in any one year, such funding will not affect the core funding arrangements and shall not be taken into account when calculating the core funding grants in the succeeding year.
- 3.7 All payments to be made under this agreement are exclusive of V.A.T. In the event of the bureau becoming liable for V.A.T. during the period of the operation of this agreement, the council will enter into discussions with the bureau with the aim of reaching a mutually acceptable outcome.
- 3.8 The core funding grants awarded to the bureau under this agreement will be paid in four instalments quarterly in advance, subject to full compliance with the terms on Part 4 of this agreement by the bureau. Here will be no need for the bureau to invoice or otherwise apply for the payments.

- 3.9 The bureau agrees to submit, to the council in each year of this agreement, a copy of its approved accounts, within the meaning of the Charities Act, 1993 and the Companies Act 2006.
- 3.10 Any change to the core funding provided by the other councils referred to in 3.3 could cause the bureau to be unable to provide the service specified in Part 2 of this agreement.

PART 4 – Monitoring Arrangements

- 4.1 The bureau monitors and evaluates its services in accordance with the procedures and directions set out in the Citizens Advice Quality Assurance Standards Membership Agreement.
- 4.2 The bureau is part of a pilot scheme to trial a new performance and quality framework (PDF) formerly known as quality of advice (QAA). The pilot will run until September 2015 after which, subject to consultation, the new PDF will come into force and all bureau will adopt the new approach from 1 October 2015. The new scheme will operate on a continual assessment basis rather than a three yearly assessment.

At the heart of the new PQF is a set of key performance indicators and quality measures:

- meeting client needs
- strong leadership
- financial sustainability

The Bureau will provide quarterly monitoring to the Council in both qualitative and quantitative form, in the form required by the Council and attend subsequent meeting to discuss if required. Information to be provided must include:

- client experience (ease of access, client satisfaction, client outcome)
- accuracy and appropriateness of advice.
- Number of clients attending each location by case type, and the proportion of repeat clients.
- Socio – economic and geographic breakdown of clients
- Trends in terms of issues being presented to case workers.
- Number of cases where the CAB have signposted the client to another service.
- Evidence to demonstrate that the outreach services are targeted at areas of deprivation.
- Volunteer recruitment figures to ensure the capacity to deliver the CAB's service in areas of deprivation.

- Details of the economic benefit that the CAB’s work generates to Lewes District.

Quarterly monitoring for welfare benefits caseworkers as detailed in 2.3

- Weekly entitlement to state benefits that the client secured as a consequence of advice
- Number of clients seen
- Total monies secured on behalf of clients

4.3 The bureau will provide a copy of the Annual Report to the council and an invitation for the council’s contact officer to its Annual General Meeting.

4.4 The Bureau will publish quarterly data on its website.

4.5 The bureau will provide information reasonably required by the council, subject to those requirements not being in breach of clients’ confidentiality. Information will not be required more frequently than at quarterly intervals.

4.6 The bureau produces a three-year business and development plan, which it reviews annually. This plan is to be provided to the Council, and include, amongst other things:

- An assessment of client satisfaction
- A client and community profile
- A community advice needs analysis
- A strategy for promoting the bureau, within the community
- A funding strategy, and
- An equality action plan covering all aspects of the bureau’s operation.

4.7 The bureau will ensure the Council’s representative on the CAB as an Outside Body is kept fully informed of monitoring activity and invited to relevant meetings.

PART 5 – Declaration

On behalf of Lewes District Council I confirm that I have read this agreement as set out above and the council will comply with the terms and condition contained within.

Signed.....

Date.....

Name of authorised signatory for Lewes District Council: xxxxx

On behalf of Lewes and Seaford CAB, I confirm that I have read the agreement as set out above and the CAB will comply with the terms and conditions contained within.

Signed.....

Date.....

Name of authorised signatory for Lewes and Seaford CAB: Michael Bell, Chair of the Trustees

Address of CAB: 3 North Court, Lewes, Sussex, BN7 2AR

Draft Service Level Agreement – 3VA

This is an agreement between Lewes District Council and 3VA.

3VA is a Council for Voluntary Service, providing support for voluntary and community organisations across the Eastbourne, Lewes District and Wealden areas of East Sussex. It provides a range of practical support to charities, community groups and social enterprises including start-up support, funding advice, help with governance, training and getting the voice of the third sector heard locally.

PART 1 – General Conditions

1.1 Parties

This is an agreement between the Lewes District Council (hereinafter call “the council”) and 3VA.

1.2 Object of Agreement

The council wishes to support the services of 3VA for the purpose of providing support for voluntary and community organisations and enterprises across the Lewes District, operated within both the aims, principles and policies of 3VA and the council’s ‘One District One Council’ approach to serving the needs of their residents, subject to an agreed grant and to a defined level of service.

1.3 Period of the Agreement

The agreement will commence of 1st April 2015 for a period of 3 years unless it is terminated under 1.13.

1.4 The Parties Obligations

- a) 3VA agrees to provide the services specified in Part 2 of this agreement (Service Objectives and Specifications).
- b) The council agrees to make the grant payments specified in Part 3 of this agreement (Financial and resourcing arrangements).

1.5 Status of Agreement

It is not the intention of either party that this agreement shall be legally binding and therefore neither party shall have any liability to the other for any failure to observe the terms of this agreement. ?

1.6 Status of Service Provider

In carrying out this agreement, 3VA is acting in its own right as an independent organisation, and not as an agent of the council.

1.7 Management

Responsibility for the management of 3VA is vested in their Board of Trustees.

1.8 Parties' Representatives

The council and 3VA will each appoint a contact officer.

- a) The role of the council's contact officer is to:
 - Be the initial point of contact within the council for the 3VA
 - Inform 3VA of any issues which may have an effect on the implementation of the service provision in this agreement.
 - Provide information, advice and support to 3VA as reasonably required.
 - Set up a quarterly monitoring meeting with the 3VA contact officer to consider the information set out in Part 4 of this agreement.
 - Inform 3VA of any change in the council's contact officer.
- b) The role of 3VA's contact officer is to provide the information required in Part 4 of this agreement and to inform the council's contact officer, in writing, if there is:
 - A proposal by 3VA to change or reduce the core services set out in Part 2 of this agreement;
 - Any amount to be taken into account under 3.3b (this must be notified by 1st February for the following financial year)
 - A major change to 3VA's financial budget;
 - A change in 3VA's contact officer.
- c) Both contact officers will be required to set up an annual monitoring meeting with the 3VA contact officer, and other meetings following quarterly monitoring when required, to consider the information set out in Part 4 of this agreement.
- d) The parties' contact officers will be Rachel Allan of the Council and xxx, of 3VA.

1.9 Staffing

- a) Paid and volunteer staff will be recruited and selected with full regard to equal opportunities policy, safeguarding and other procedures approved by 3VA.
- b) Paid staff will be employed and remunerated with full regard to 3VA Guidelines.

1.10 QUALITY ASSURANCE

3VA undertakes to operate the quality assurance systems described in Part 2 of this agreement.

1.11 HEALTH AND SAFETY

3VA shall have regard to the requirements of the Health and Safety at work Act, 1974 and any other Acts, Regulations, Directives or Orders etc about health and safety.

1.12 Insurances

3VA will arrange adequate insurances to cover such liabilities as may arise in the course of 3VA's work.

1.13 Dispute Resolution

If either party considers the other to be in breach of their duties under this agreement or has a grievance about some aspect of the agreement's operation, the parties shall make every effort to resolve the issue through joint discussions. Where this fails:

- The party wishing to make the complaint should provide the other with written details, including proposals for resolving it.
- A written response should be sent to the initiating party within 14 days;
- If the response is not considered to resolve the issue, the initiating party may request in writing to the contact officer a meeting of the authorised signatories (or their successor);
- Where possible the meeting should be held within 14 days of the contact officer receiving the request;
- Where the meeting does not resolve the complaint, the issue should be considered by 3VA's Trustee Board or the relevant council committee as a confidential team. Any submissions should be sent in advance to the other party and representation permitted;
- If either party is dissatisfied with the outcome as notified to it in writing within seven days of the meeting, arbitration can be requested and this will take place with a mutually acceptable external party.
- In the event that the matter is not resolved, this agreement can be dissolved.

1.14 Review

- a) This agreement may require amendments in the light of experience of implementing its terms. Any amendments will need to be negotiated and agreed in writing by both parties.
- b) The mechanism used for determining the core funding grant set out in 3.2 cannot be the subject of an amendment under a).
- c) An annual review of the level of services specified in 2.1, 2.3 and 2.4 can be requested by either party and a meeting held as soon as practicable after this. It can take into account changes in community needs, feedback from clients or other stakeholders, changes in the council's corporate objectives and any other relevant factors beyond the control of the bureau, such as the availability of staff.

- d) Any amendment to the service specification under c) will need to be negotiated and agreed in writing by both parties.

1.15 Renewal

This entire agreement shall be subject to a formal review beginning in September 2017 with the aim of establishing the conditions applying for the period commencing April 2018

1.16 Termination

- a) The agreement can be terminated by either party giving the other party six months notice in writing.
- b) Notice can be served if delivered, posted or emailed to the contact officer (see 1.8).

PART 2 – Service Objectives and Specifications

2.1 Aims of the Service

To be a valued, innovative and independent organisation empowering the voluntary and community sector through:

- Support and development
- Networking and representation
- Strategic partnership working

3VA supports and develops the voluntary and community sector in Eastbourne, Lewes Wealden Districts. This is done by helping new groups to set up, find funding, improve their governance, and by providing training. 3VA also provide networking opportunities that enable groups to share experience and expertise, and support the voluntary/community sector to have a say in policy and local decision making. 3VA builds the capacity of the sector, enabling people and organisations to do things for themselves.

2.2 Core Services Funded under this Agreement

3VA has four standards, which the funding from the council supports:

Standard 1: Development: Supports the identification of needs in the local community and facilitates innovation and improvements in service provision to meet those needs.

Standard 2: Support: Supports local voluntary organisations and community groups to fulfil their missions more effectively.

Standard 3: Collaboration: Facilitates effective communications and collaboration amongst local voluntary and community groups and between different sectors.

Standard 4:Influence: Supports local voluntary organisations and community groups to influence policies, plans and practises that have an impact on their organisation and beneficiaries.

2.3 Working Practice

Under this agreement, 3VA agrees to:

- a) Quarterly monitoring/liaison meetings with the council.
- b) Invite the council to nominate a Lewes District councillor to observe their Trustees Board from May 2015.
- c) Look to establishing a sharing resource for the voluntary sector in Lewes District – for example of sharing of IT equipment, accessibility equipment, fundraising equipment etc.
- d) Attend the Scrutiny Committee at the council on an annual basis to report on their work, if required.
- e) Consider the possibilities of a presence at the Council offices in Southover House, Lewes.
- f) Help the council to widen its volunteering scheme.
- g) Introduce wider equalities monitoring for attendees of training courses.
- h) 3VA are expected to acknowledge the Council as a funder in all promotional materials.

3VA should also meet the following annual targets (applicable for Lewes District area):

- a) Flexible expert support delivered through training courses 5 courses held in Lewes District. Internet based training will be developed and delivered during this contract.
- b) 10 groups assisted to apply for grant funding
- c) Delivery information via the 3VA website, weekly e-bulletin and quarterly 3 view (received by over 250 organisations in the Lewes area.
- d) Deliver in-depth advice and guidance to 40 community groups and voluntary organisations.
- e) 5 members from the Lewes District recruited to 3VA each year.
- f) 5 faith groups given 1:1 support for their community work

2.4 Joint Working

- a) 3VA and the council will be expected to work together on pertinent issues.
- b) Spare training places should be shared between 3VA and the council when appropriate
- c) 3VA and the council to work together on other projects when appropriate
- d) Consider the opportunity for co-location with the Council and/or staff/community bodies

2.5 Quality Assurance

3VA will provide quality assurance information to the Council through their NAVCA scheme.

2.6 Service Development and Improvement

3VA will provide their Strategic Plan to the Council.

2.7 User Feedback and Involvement

- a) 3VA will operate a procedure for representations and complaints about the service.
- b) 3VA undertake an annual survey with member organisations.
- c) 3VA will encourage groups to take up appropriate training opportunities within the District.

2.8 Circumstances beyond 3VA's Control

- a) 3VA will not be held responsible for any interruption in or disruption to the core services due to circumstances beyond their control.
- b) The services specified are dependent on the availability of suitable staff/volunteers

PART 3 – Financial and Resourcing Arrangements

3.1 The council has agreed that the grants to be paid to 3VA for the financial year beginning April 2015 (year 1) is 28K.

3.2 Together with funding from other organisations, these grants shall be construed as being sufficient to fund those core services referred to in Part 2 of this agreement, and for the purposes of this agreement are deemed to be the 3VA's core funding.

3.3 In calculating the grants for the subsequent years covered by this agreement, the only adjustments which could be made (subsequent to the council's decision) to the amounts given in 3.1 are:

- a) Reviewing an increase for inflation (the council shall have regard to the Retail Price Index figure for the previous October); and
- b) Any changes made as a result of an amendment to the specified service after an annual review

3.4 Service developments and additional services over and above those supported by the core funding and described in Part 2 of this agreement, can be considered for additional funding by the council on the understanding that the council can offer no commitment to fund. If the council does fund these

developments or additions in any one year, such funding will not affect the core funding arrangements and shall not be taken into account when calculating the core funding grants in the succeeding year.

- 3.5 All payments to be made under this agreement are exclusive of V.A.T. In the event of 3VA becoming liable for V.A.T. during the period of the operation of this agreement, the council will enter into discussions with 3VA with the aim of reaching a mutually acceptable outcome.
- 3.6 The core funding grants awarded to 3VA under this agreement will be paid in four instalments quarterly in advance, subject to full compliance with the terms on Part 4 of this agreement by 3VA. Here will be no need for the 3VA invoice or otherwise apply for the payments.
- 3.7 3VA agrees to submit, to the council in each year of this agreement, a copy of its approved accounts, within the meaning of the Charities Act, 1993 and the Companies Act 2006.

PART 4 – Monitoring Arrangements

- 4.1 3VA will be subject to annual external audit through the NAVCA Quality Awards which is externally re-assessed every three years.
- 4.2 3VA will provide a copy of the Annual Report to the council and an invitation for the council's contact officer to its Annual General Meeting.
- 4.3 3VA will publish its Strategic Plan online.
- 4.4 3VA will provide quarterly monitoring to the council in both qualitative and quantitative form. Part of this should be as reported in the Service Delivery Performance Report (dashboard).
- 4.5 3VA will provide information reasonably required by the council, subject to those requirements not being in breach of organisation's confidentiality. Information will not be required more frequently than - quarterly intervals.
- 4.6 3VA will ensure the Council's representative on the 3VA as an outside Body (currently Councillor Ruth O'Keeffe) is kept fully informed of monitoring activity and invited to relevant meetings.

PART 5 – Declaration

On behalf of Lewes District Council I confirm that I have read this agreement as set out above and the council will comply with the terms and condition contained within.

Signed

Date

Name of authorised signatory for Lewes District Council: NAME

On behalf of 3VA, I confirm that I have read the agreement as set out above and 3VA will comply with the terms and conditions contained within.

Signed

Date

Name of authorised signatory for 3VA (tbc)

Address of 3VA:

Service Level Agreement

This is an agreement between Lewes District Council and Action in Rural Sussex (AirS)

The role of Action in rural Sussex is to provide practical help and support to communities across both East and West Sussex enabling them to be vibrant, living and working places. In addition to their practical work with rural communities, they identify challenges faced by individuals and communities in rural Sussex and champion their needs with policy and decision makers.

Period of the Agreement

The agreement will commence of 1st April 2015 for a period of 3 years unless it is terminated.

Renewal

This agreement shall be subject to a formal review beginning in September 2017 with the aim of establishing the conditions applying for the period commencing April 2018.

Termination

- a) The agreement can be terminated by either party giving the other party six months notice in writing.
- b) Notice can be served if delivered, posted or emailed to the contact officer

Core Services Funded under this Agreement

To provide Village Halls and Community Buildings support within Lewes District to management groups and committee members as required, including:-

- initial advice and support via email / telephone enquiries
- the development and marketing of subscribers and consultancy services of AirS to those committees
- invitations to Village hall seminars (average 3 per year) to all halls on the AirS database.
- To maintain the Village Halls and Community Buildings section of the AirS website providing on-line information and signposting
- To supplement the service to subscribers if appropriate and by agreement with Lewes District Council.
- AirS are expected to acknowledge the Council as a funder in all promotional materials.

Joint Working

- a) AirS and the council will be expected to work together on pertinent issues.

- b) Spare training places should be shared between AirS and the council when appropriate
- c) Airs and the council to work together on other projects when appropriate
- d) Consider the opportunity for co-location with the Council and/or staff/community bodies

Financial and Resourcing Arrangements

The Council has agreed that the grants to be paid to AirS for the financial year beginning April 2015 (year 1) shall be £3500.

All payments to be made under this agreement are exclusive of V.A.T. In the event of AirS becoming liable for V.A.T. during the period of the operation of this agreement, the council will enter into discussions with the bureau with the aim of reaching a mutually acceptable outcome.

AiS agrees to submit, to the council in each year of this agreement, a copy of its approved accounts, within the meaning of the Charities Act, 1993 and the Companies Act 2006.

Monitoring Arrangements

AirS will provide a copy of the Annual Report to the council and an invitation for the council's contact officer to its Annual General Meeting.

AirS will provide annual monitoring to the Council in both qualitative and quantitative form which provides clear evidence of its performance of this agreement.

AirS will ensure the Council's representative on AirS as an outside Body (currently Councillor Jim Sheppard) is kept fully informed of monitoring activity and invited to relevant meetings.

PART 5 – Declaration

On behalf of Lewes District Council I confirm that I have read this agreement as set out above and the council will comply with the terms and condition contained within.

Signed
Date
Name of authorised signatory for Lewes District Council: NAME

On behalf of AirS, I confirm that I have read the agreement as set out above and AiRs will comply with the terms and conditions contained within.

Signed
Date
Name of authorised signatory for AiRs

Appendix D

Service Level Agreement

This is an agreement between Lewes District Council and Sussex Community Development Agency (Sompriti).

Sompriti provide bilingual advocacy, community development and outreach across the whole of the Lewes district to people from Black and Minority Ethnic communities.

The purpose of the Agreement is to enable Sompriti to support people from BME communities to access the public services provided by the District Council and other key services, and to help the council engage with members of the BME community.

Sompriti developed as a Lewes based community organisation over 13 years ago. It has operated as part of Sussex Community Development Association (SCDA) since 2011. We have established a successful partnership with them to ensure that people of BME communities that need extra support to access council and community services can do so, and also to help us engage with these sometimes harder to reach communities. They provide bi-lingual advocacy in 14 community languages, and their long-standing links with the local community adds unique value and enables their community outreach and development work.

Period of the Agreement

The agreement will commence of 1st April 2015 for a period of 3 years unless it is terminated.

Renewal

This agreement shall be subject to a formal review beginning in September 2017 with the aim of establishing the conditions applying for the period commencing April 2018.

Termination

The agreement can be terminated by either party

- if the other party shall fail or neglect to observe and perform any of its obligations under this Agreement
- giving the other party six months' notice in writing.
- served if delivered, posted or emailed to the Agreement Monitoring Officer

Core Services Funded under this Agreement

SCDA will provide the Sompriti services described below per annum:

Service	Provision	Price per unit	Total per annum
Bilingual advocacy- inclusive of travel time, report writing and planning in 14 languages	125 hours	£45 spot rate Contract rate with 20% discount £36.00	£4,500.00

<p>Community Development-outreach work inro existing and emerging communities within LDC and ensure inclusive reach</p>	<p>70 hours + 10 hours interpreting time</p>	<p>Development time charged at £21/hour</p> <p>Interpreting charged at £28/hour within contract (including the 20% discount)</p> <p>Spot rate for interpreting £35/hour</p>	<p>£1,470.00</p> <p>£ 280.00</p>
<p>BME women's groups</p>	<p>16 hours (4 meetings at 2 hours per meeting plus preparation and travel)</p> <p>Room hire and refreshments x 4</p>	<p>£21 hour per person</p> <p>£20 per hour</p>	<p>£336.00</p> <p>£160.00</p>
<p>BME business group</p>	<p>16 hours (4 meetings at 2 hours per meeting plus preparation and travel)</p> <p>Room hire and refreshments x 4</p>	<p>£21 hour per person</p> <p>£20 per hour</p>	<p>£336.00</p> <p>£160.00</p>
<p>BME older people-enabling people to effectively participate in Lewes District Older Peoples forum</p>	<p>20 hours (8 hours for 4 forum meeting plus 8 hours to cover 2 themed meetings and associated outreach plus travel and preparation time)</p>	<p>£21 hour per person</p>	<p>£420.00</p>
<p>Events – organisation of</p>	<p>108 hours= 3 events, 2 staff per</p>		

events and ensuring participation for BME community members.	event x 18 hours each (10 hours preparation, 5 hours event and 3 hours)	£21/hour per person	
	Prep		£1,260.00
	Actual event		£630.00
	Follow up		£378.00
		Grand Total	£9,930.00

There is flexibility for the Council to change the mix of activities, within the overall budget, during the year with reasonable notice and by agreement. SCDA will seek authorisation from the Agreement Monitoring Officer of the District Council before accepting requests for service if the amount of service for any individual type of activity exceeds the amounts agreed.

In addition, SCDA staff shall, if called upon by the District Council, attend Internal Equality Group and Overview and Scrutiny meetings to engage with Lewes District Council Members and Officers, providing they shall not be called upon to attend more than 12 such meetings over the period of this agreement.

Sompriti will be expected to continue the administration of the hate crime reporting in the District.

In all cases, hours of service are those spent actually delivering the service and do not include travel time to and from venues.

SCDA will send out a beneficiary survey to each beneficiary to determine client satisfaction regarding the service received after each completed case. The results of which will be reported in the quarterly monitoring report.

There will be an expectation that all enquiries to Sompriti will be acknowledged within two working days, and allocated to an appropriate worker within five working days.

Sompriti are expected to acknowledge the Council as a funder in all promotional materials.

Joint Working

In carrying out this Partnership Funding Agreement, SCDA is acting in its own right as an independent agency and not as an agent of the District Council.

SCDA will maintain at all times an Equal Opportunities Policy, Child Protection Policy, and a Health and Safety Policy for its service delivery and employment practices.

SCDA will ensure that any advice and training offered will be delivered only by trained and experienced personnel.

Sompriti and the council will be expected to work together on pertinent issues. Spare training places should be shared between Sompriti and the council when appropriate. The District Council acknowledges the right of SCDA to maintain confidentiality at all times in respect of personal information.

Sompriti will consider the opportunity for co-location with the Council and/or staff/community bodies.

Financial and Resourcing Arrangements

The Council has agreed that the grants to be paid to Sompriti for the financial year beginning April 2015 (year 1) shall be £10,000. Payments will made at the end of each quarter year, following the receipt of a satisfactory Quarterly Monitoring Report.

In the event that the agreed activities are not provided, the Council reserves the right to reclaim that part of the funding that has not been spent.

All payments to be made under this agreement are exclusive of V.A.T. In the event of Sompriti becoming liable for V.A.T. during the period of the operation of this agreement, the council will enter into discussions to reach a mutually acceptable outcome.

Sompriti agrees to submit, to the council in each year of this agreement, a copy of its approved accounts, within the meaning of the Charities Act, 1993 and the Companies Act 2006.

Monitoring Arrangements

The service breakdown will be used as a monitoring tool to track performance. Quarterly steering meetings will be held to review progress. Quarterly Monitoring Reports will be provided to the Agreement Monitoring Officer to be discussed at the quarterly steering meetings. These will include quantitative data on the demographics, language spoken and service accessed for both casework and information provision. 8 selected case studies will be provided per annum and possible learning identified. An annual monitoring report will be submitted by May each annum.

PART 5 – Declaration

On behalf of Lewes District Council I confirm that I have read this agreement as set out above and the council will comply with the terms and condition contained within.

Signed
Date
Name of authorised signatory for Lewes District Council: NAME

On behalf of SCDA (Sompriti), I confirm that I have read the agreement as set out above and AiRs will comply with the terms and conditions contained within.

Signed
Date
Name of authorised signatory for SCDA (Sompriti)