

**CONDITIONS OF FUNDING**  
*with a*  
**SERVICE LEVEL AGREEMENT (SLA)**

<b><i>This Agreement is between:</i></b>	
Birmingham City Council	Birmingham Community Safety Partnership
Name of Organisation	Victim Support
<b>Legal powers</b>	
<b>Funding reference no.</b>	VUL03-15

Name of Service/Activity	BRAVE (Birmingham Residents Anti-social Behaviour Victim empowerment project)
Location of Service/Activity	Citywide

Name of SLA Manager	Geoff Taylor
Designation and Directorate	Community Safety Planning & Performance Officer
Address	Equalities, Community Safety and Social Cohesion Service, 3 Congreve Passage, Birmingham, B3 3DA
Telephone Number	0121 303 8246

Name of Organisation Contact	Alan Brown
Designation	BRAVE Manager
Address	Select House, 50 Popes Lane
Telephone Number	265-4795

Describe the Service User Group/Target Group	<b>Vulnerable People</b> Victims of persistent and ongoing targets of anti-social behaviour. Referrals from public and voluntary sector agencies and self-referrals (Ongoing defined as more than once or as deemed by the agencies)
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<b>Key objectives of the service/activity covered by this SLA</b>	To support victims of ASB by providing tailored practical and emotional assistance.
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## Funding Arrangements

### **Duration of Agreement**

This Agreement will come into force when the period for which the funding is applicable starts and the form is fully signed on the final page.

The expiry date will be	31	03	16	- unless cancelled, or re-negotiated, before this date
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Budget Source	Community Safety Fund
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Birmingham City Council has signed up to the Birmingham Compact. This involves a commitment to provide for a full cost recovery model of funding suitable for circumstances in Birmingham. This model acknowledges the need to include all direct and indirect costs and overheads relevant to the service/activity for which funding applications are made. The budget has been calculated on a full cost recovery basis. If you require further advice or assistance in this area, please contact your Directorate contact, or a third sector infrastructure support organisation, e.g. BVSC

	2014/15	2015/16
<b>SECTION A</b>		
<b>TOTAL DIRECT SERVICE/ACTIVITY COSTS</b>		
• Salaries, wages and on costs (Employer's NI, pension costs) 2 project officers and one project manager		
• Travel and subsistence. out of hours		
• Materials for the service/activity		
• Cost of direct fundraising for the service/activity		
<b>Subtotal</b>		
<b>SECTION B</b>		
• <b>PREMISES AND OFFICE COSTS (*)</b>		
• (e.g. rent, rates, utilities, office admin, depreciation, insurance, membership & subs) top pay from bills.		
• <b>CENTRAL FUNCTION COSTS (*)</b>		
• (Management and support services, e.g. finance, HR, IT)		
• <b>GOVERNANCE AND STRATEGIC DEVELOPMENT COSTS (*)</b>		
• (e.g. attendance at partnership meetings, audit, legal fees, trustee expenses)		
• <b>TOTAL GENERAL FUNDRAISING COSTS (*)</b>		
• (e.g. salaries and on costs, events for raising unrestricted funds)		
<b>Subtotal</b>		
<b>TOTAL COST OF SERVICE / ACTIVITY (Sum of A + B)</b>		
<b>SECTION C</b>		
<b>LESS: INCOME FROM OTHER SOURCES</b> (Earned income, other grant, fundraising, contribution from organisations' own resources – specified)		
<b>TOTAL GRANT APPLIED FOR (Sum of A + B - C)</b>		

(\*) Includes only those portions of cost that are relevant to the service/activity in the current grant application.

**Note**

Where grant is made for more than one year, payments of costs associated with subsequent years have 'in principle' approval only. Confirmation of Birmingham Community Safety Partnership's ability to meet these costs will be confirmed prior to the start of the financial year in question and will be dependant on satisfactory performance in service delivery being achieved. Additionally, the level of funding available for subsequent years may be subject to alteration in the event that the Birmingham Community Safety Partnership's funding allocation is altered. Where the Birmingham Community Safety Partnership funding allocation receives an inflationary increase this will uplift will be applied to the figures with this SLA. The Council acknowledges that any changes to available funds could necessitate changes in the level of service provided, which may require the re-negotiation of this agreement.

**Service Provided**

**Service Overview** (this section should provide an overview of the service to be delivered via this service level agreement to include method of delivery, means of access etc.):

- Needs assessment and action plan of support drawn up and signed off by the client.
- Ongoing emotional support via face to face or telephone with trained volunteer (accredited training core learning for victims of crime and enhanced CRB/DVS checked).
- Home visits or meetings at a third party venue.
- Provide clients with information on their rights; support them through criminal support, signposting, and advocacy.
- Accompany and support client to civil and criminal court hearings.
- Managing relationships between client and public agencies where required
- Practical help including provision of alarms and access to other funding.

**Catchment Area of Service/Activity** (please specify with reference to named Ward/s, District/s/Constituency/ies, City-wide or other geographic area(s)) OR Community of interest served

Citywide

**Criteria for receiving service** (please state the criteria you use to determine which clients are eligible to receive your service)

- Resident of Birmingham
- Subject to persistent and ongoing ASB.

**Scheme Specific Performance Targets** (The service covered by this service level agreement will deliver upon the following headline performance targets)

- To receive 350 referrals from a range of agencies and self-referrals.
- 20 newly trained active volunteers
- 80% take up of referrals with agreed plan of action for each client.

**Key Service Outputs** (To support the delivery of the scheme specific performance targets detailed above this project will deliver the following outputs)

Between 13 - 20 newly trained and accredited volunteers

Attract 350 referrals and carry out needs assessment

Produce 280 case plans

Deliver training sessions with volunteers as needed

Recruit project officers and manager as required

Deliver awareness raising sessions with the main agencies (police, housing, partnership meetings health)

Conduct evaluation of activities to understand the impact of the programme using Outcome Star methodology and Self-evaluation of clients.

## MONITORING ARRANGEMENTS

Monitoring of compliance with the terms of this Service Level Agreement and of the performance of the funded service will be co-ordinated by a designated monitoring officer on behalf of the Birmingham Community Safety Partnership:

**Name of Monitoring Officer**

Geoff Taylor, as above

**Monitoring Arrangements:** To support the monitoring of the project the service provider will

**Requirement**

Attend Project Monitoring Meetings

Complete performance monitoring template

Produce a report to detail progress against delivery of performance targets and service outcomes

Update income and expenditure analysis/spend profile for the project

Enable individual service user safety self-assessment to feed into performance monitoring

Provide other relevant information as requested

**Frequency**

As required

Quarterly

Annually

Quarterly

Quarterly

As required

Please note quarterly returns should be submitted to your monitoring officer by the following dates:

- Friday 19<sup>th</sup> June 2015
- Friday 2<sup>nd</sup> October 2015
- Friday 8 Jan 2016
- Friday 11 March 2016 tbc

## FINANCIAL ARRANGEMENTS

**Payment arrangements**

Birmingham Community Safety Partnership will release the funding allocation to the organisation via 2 equal quarterly payments. Release of these payments will be dependant upon required monitoring information being submitted and performance being judged as satisfactory. Payments will be made directly into service provider's organisational bank accounts via BACS

**Financial Responsibilities**

Birmingham Community Safety Partnership will inform service providers of the release of quarterly payments. It is the responsibility of the service provider to check that released payments are received and to notify Birmingham Community Safety Partnership within the relevant payment quarter of any payment which has not been received.

All funding given relates to the financial year within which it was awarded and cannot be accrued unless agreed in writing by Birmingham Community Safety Partnership

## RIGHTS AND RESPONSIBILITIES OF BOTH PARTIES

This section sets out the respective rights and responsibilities of both Safer Birmingham Partnership and the service provider

<b><u>Birmingham Community Safety Partnership</u></b>	<b><u>Service Provider</u></b>
<p>Birmingham Community Safety Partnership shall manage the Service Level Agreement (SLA) and Geoff Taylor will be the SLA manager.</p> <p>Regular payment (subject to satisfactory performance and compliance with SLA and Conditions of Grant Aid (COGA)).</p> <p>Check financial and other records to ensure effective and efficient use of public money</p> <p>Provide help, support and advice within its resources</p> <p>Monitor and evaluate the service provision through booked/ unannounced visits and in other ways.</p> <p>Monitor compliance with all conditions of grant aid and inspect financial and other records to ensure effective and efficient use of public money</p> <p>The Grant will be for one year only</p>	<p>Provide an effective and equitable service according to the service specification.</p> <p>Provide a service in an environment that adheres to all relevant legislation such as HSWA1974 requirements</p> <ul style="list-style-type: none"> <li>• Safe place of work with safe access and egress</li> <li>• Safe working environment with adequate welfare facilities</li> <li>• Safe systems of work and safe equipment</li> <li>• Safe handling, storage and transport of articles and substances</li> <li>• Necessary information, instruction, training and supervision</li> <li>• Safety policy</li> </ul> <p>and hold necessary insurance.</p> <p>The provider is required to meet regulations and requirements relevant to the services managed and provided.</p> <p>Maintain appropriate information and provide information as outlined in SLA.</p> <p>Use grant aid money only for the purpose intended</p> <p>Discuss and obtain advance agreement before changing details of the SLA</p> <p>In line with the SLA, service provider shall be accountable to the SLA Manager for the delivery of the service and act upon advice from SBP</p> <p>The performance of the provider will be monitored using the specified outcomes and output measures.</p> <p>The provider shall prepare regular monitoring reports and supply all the information needed to verify its performance and compliance with the SLA.</p> <p>Quality of the service will be assured through regular reporting to the SBP, customer satisfaction surveys and implementing adequate policies and procedures (to be specified in the SLA).</p>

# GENERAL

## (Part A of the City Council's Conditions of Grant Aid)

### A.1 Use of grant

The grant aid must be used solely for the purpose applied for and agreed, and the Council's prior written agreement must be obtained for any intended variation in the use of grant. The awarding of this grant does not preclude the grant recipient from campaigning or acting as an advocate within the law.

### A.2 Insurance

You must have relevant insurance for the type of project funded. You must insure:

1. all computers, equipment, furniture etc. for their full replacement value except where it can be shown to be uneconomic to do so.
2. motor vehicles on a fully comprehensive basis. (You are reminded of the need for drivers to hold licences appropriate for the vehicle, be suitably experienced and in an appropriate age band for insurance purposes).
3. buildings owned by the organisation against fire and the full range of perils on a reinstatement basis, with the sum insured index linked.
4. adequately against public liability, employers' liability, loss or theft of cash claims.
5. where directors are appointed to companies by the City Council, liability for negligence, default, breach of duty or breach of trust

You must be able to produce current policies and renewal receipts if Council officers require to see them.

### A.3 Length of Grant

All grants are discretionary - the Council is not able to guarantee funding for more than 3 years at a time, subject to satisfactory annual reviews, even if it is a more than three year grant programme. Where the Grant is for a pilot project this award is not a guarantee of funding for any future project.

### A.4 Review of Grant Funding

All grants will be subject to review annually. To this end, grant recipients must complete review and monitoring documents, as requested. The Council will notify the recipients of any changes to the yearly funding position and, if necessary, adjust subsequent grants to take account of excess balances.

Where there is a failure to comply with review and monitoring requirements, and any other grant condition, the sanctions detailed in clause **A.13** will be available to the Council.

### A.5 Annual Accounts and Statements

All grants will be accounted for as restricted funds and cannot be used for other purposes. If you receive more than one grant from the City Council, each grant must be individually identified in your accounts. You must submit your annual report and accounts bearing the appropriate signatures in the form required for your legal status, to the funding Directorate within 10 months of the end of your financial year.

You must notify the Council if any financial irregularity in the use of the grant is suspected and indicate the steps taken in response. Irregularity shall include any fraud or other impropriety, mismanagement or use of funds for purposes other than that approved.

You should establish effective appraisal, project monitoring and financial systems so that the costs of each project funded by the grant and the outputs and outcomes expected to be generated can be clearly identified.

Grants cannot be accounted for under general headings such as management fees but must be related to specific amounts for specific areas of expenditure.

**If your organisation is an unincorporated association**, i.e. you have a constitution/governing document but are not a company, your accounts should be prepared and independently inspected/audited as if it were a registered charity.

All financial records must be kept for 6 years from the end of the relevant financial year to which they relate.

At its discretion the Council may require the submission of accounts independently audited by a suitably qualified person even where this is not a statutory requirement. Accounts must be prepared in accordance with the current applicable accounting standards.

**Where funding is awarded to specific projects of a larger organisation, project accounts may be accepted with the prior written consent of the funding Directorate (see A.14).**

You must ensure that appropriate financial information is submitted as soon as possible after the end of your financial year. Failure to provide this information within 6 months of your financial year end may result in grant recovery. Grant payments may be withheld for continuing grants.

You must show each individual grant in your annual report, indicating which is the source of funding, the purpose for which the grants were used and the outcomes.

The Council retains the right to investigate any grant funded organisation's business where it reasonably believes that there is or has been financial irregularity, misuse or misappropriation of grant funds, including having the right to access to documents, information, individuals etc. held by the organisation.

## **A.6 Legislative Requirements.**

1. All grant recipients are required to comply with all relevant legislation, exercising good practice and due diligence. Breaches of legislation may result in suspension or recovery of grant where this is appropriate.
2. You must ensure that you:
  - (i) Do not discriminate, directly or indirectly, in relation to equalities legislation. A full list of relevant sections is available from your grants officer
  - (ii) Comply with employment legislation and have regard to the codes of practice of any bodies appointed by government to oversee equalities legislation, relevant Government Directorates and other similar agencies specified by the Council in relation to equalities issues
  - (iii) Are able to establish, to the Council's satisfaction, the commitment to the elimination of unlawful discrimination as service providers, by providing and ensuring equality of access to services. Organisations may offer services to a specific group where this is part of the organisation's objectives, and corresponds with the Council's equal opportunities policy.
3. The Council seeks to encourage grant recipients to comply with its code of practice for implementing equal opportunities. To this end, grant recipients will be required to complete an annual equal opportunities audit detailing the type of services provided, the profile of service users, and the profile of the existing workforce. Council officers may from time to time conduct an independent equalities audit of any grant recipients, and request additional information in relation to the operation of their equal opportunities policies and procedures. Officers may make recommendations to you based on any finding of non-compliance with these policies and undertake further audits to ensure these recommendations are implemented by you.

## **A.7. Management Committees and Boards**

### **A.7.a This section applies to unincorporated bodies only.**

The City Council must be informed of any material changes to the governing documents of the grant funded body. This includes any changes to staff, members of the management committee or individual(s) with a controlling interest, showing any that are City Council Members or Officers, and must be notified to the funding Directorate(s). The date, time and place of your Annual General Meeting must be notified to your Monitoring Officer(s), using the same rules as in your constitution/governing document.

You must continue to have a governing document, which allows for the following:

- Membership open to anyone;
- Election of a committee (including Voting Membership, Chair, Treasurer, Secretary);
- Regular management committee meetings;
- Presentation of annual financial statements at an AGM;
- Amendments to be made to the constitution;
- That Assets remaining, after winding up or dissolution, be used for a purpose acceptable to the funding Directorate(s).

Members of Management Committees must adhere to the Nolan Principles of standards in public life - a copy is available from your funding co-ordinator. Particular attention should be paid when members of Committees are family members, or employees of other members of the committee, as their independence can be doubted.

You may be asked to allow Councillors and/or Officers to attend as observers without voting rights. A further letter will be sent to you if such representation is required.

You should ensure that where requested by the Council, your governing documents allow you to accept voting or non-voting representatives.

Members of Committees/Boards, employees and volunteers must make declarations of interest when appropriate, and appropriate action should be taken in cases of failure to do so. Any failure to disclose should also be notified immediately to the Council.

#### **A.7.b This section applies to incorporated bodies only.**

The City Council must be informed of any changes to Registration number(s), if registered as a charity, company, etc., as well as of any changes to your Memorandum and Articles of Association.

Any changes to officers or members of the board, identifying any that are City Council Members or Officers must be reported immediately to the funding Directorate(s). The date, time and place of your Annual General Meeting must be notified to your Grants Officer(s), using the same rules as in your Memorandum and Articles of Association.

You must continue to have a governing document, which allows for the following:

- A Special or Extra Ordinary General Meeting;
- Presentation of annual financial statements at an AGM;
- Amendments to be made to the Memorandum and Articles of Association;
- That assets remaining, after winding up or dissolution, to be used for a purpose acceptable to the funding Directorate(s).

You may be asked to allow Councillors and/or officers to attend as observers without voting rights. A further letter will be sent to you if such representation is required.

You should ensure that, where requested by the Council, your trust deed or memorandum and articles of association allow you to accept voting, or non-voting, representatives.

Members of Committees/Boards, employees and volunteers must make declarations of interest when appropriate, and appropriate action taken in cases of failure to do so. Any failure to disclose should also be notified immediately to the Council.

#### **A.8 Rights of Access and Information**

You shall not disclose any confidential information and shall use all reasonable endeavours to prevent your employees and agents from making disclosure to any person of any confidential information.

All funding recipients are required to comply, where appropriate, with the Data Protection Act 1998 and the Freedom of Information Act 2000.

The City Council must be notified in writing of any changes to the services offered, client eligibility or the addresses at which services are offered.

The City Council must be informed immediately in writing of any changes to any bank account names, locations or signatories.

You must allow duly authorised Council officers to visit the funded project or organisation and inspect the project and inspect your financial and other records, at any reasonable time, and provide additional information as requested.

Monitoring forms and information linked to this grant will be completed and returned to the grants officer by the deadline(s). Failure to complete forms by deadlines may result in payments being suspended or you may be required to repay all or part of the grant.



### **A.9 Relationships with the Council**

You must acknowledge Council funding in all your publicity material, to ensure that beneficiaries are aware of the support the service is receiving. The Council may equally use the name and details of the project in their publicity.

### **A.10 Quality Assurance and good governance**

The Council encourages grant recipients to work towards adopting relevant Quality Assurance Systems consistent with the scale of their activities e.g. PQASSO. Advice on this can be obtained from your Funding Co-ordinator or is detailed in section **A.14** Additional Conditions.

All funding recipients must have a complaints procedure. The procedure will include keeping a record of complaints and action taken to resolve any dispute. This record must be available for inspection when requested by the City Council.

All funding recipients should exercise good governance. Six core principles of good governance as issued by The Independent Commission on Good Governance in Public Services are:-

1. Good governance means focusing on the organisation's purpose and outcomes for citizens and service users.
2. Good governance means performing effectively in clearly defined functions and roles
3. Good governance means promoting values for the whole organisation and demonstrating the values of good governance through their behaviour.
4. Good governance means taking informed, transparent decisions and managing risk.
5. Good governance means developing the capacity and capability of the governing body to be effective.
6. Good governance means engaging stakeholders and making accountability real.

### **A.11 Protection of children and vulnerable adults**

All projects working with children and young people must have child protection procedures which are consistent with the child protection procedures of the Birmingham Local Safeguarding Children Board (LSCB) and ensure that these procedures are followed. (Advice on this matter is available in the first instance from your City Council Contact Officer).

All projects working with vulnerable adults must follow Birmingham Multi-Agency Guidelines on Protecting Vulnerable Adults. All projects must have their own internal procedure regarding allegations of abuse which are consistent with the requirements of the Birmingham Multi-Agency Guidelines. *Do members of management committees or boards have to be CRB checked?*

All relevant staff or volunteers working with children or vulnerable adults will undergo Criminal Records Bureau checks, at the appropriate level, before being employed.

### **A.12. Assignment**

**A.12.a This section applies to unincorporated bodies only.** As an unincorporated body, you do not have the right to assign the benefit of this agreement.

**A.12.b This section applies to incorporated bodies only.** You will not assign the project or any part thereof without the prior written consent of the Council

### **A.13 Failure to comply with Grant Conditions**

You must ensure that the funding is spent as agreed and on time. If the Council is required to investigate the affairs of an organisation, grant payments may be suspended.

The Council reserves the right to require repayment of all payments made, or to suspend all future payments if:-

- the project fails to be completed or to meet agreed targets or outputs/outcomes as laid out in the Service Level Agreement or other funding agreement;
- actual costs of the project lead to an underspend;
- the project closes or ceases, or, **in the case of an incorporated body**, the organisation becomes insolvent or is subject to any action or proceedings under the Insolvency Act 1986 or passes a resolution for voluntary winding-up
- the financial management or records are deemed inadequate; or
- It is proven that a fraud or any other irregularity concerning the grant has been perpetrated.

In the event of the Council investigating the affairs of your organisation then payments may be suspended.

If you do not comply with these conditions of funding, or do not use the grant for the purpose for which it is given, funding may be suspended and you may be required to repay all or part of the funding you have received. Furthermore, the Council reserves the right to withhold future payments under this or any subsequent funding agreement.

#### **A.14 Grant Payments**

No payment of grant will be made to you unless and until the Council has been supplied with:-

- Details of your bank account or equivalent building society account.
- Grant payments will be paid quarterly upon receipt of invoice