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**Grants Review 2017/18**

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**Application Guidelines for the Service Level  
Agreement Grant Programme 2017/18 to 2019/20**

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December 2016

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## **1.0 Preface/Introduction**

1.1 Mid Devon District Council ('the Council') is changing the way it funds not-for-profit charitable organisations. Previously the Council has provided annual Strategic Grant funding for a set portfolio of external organisations. Strategic Grant funding is designed to help provide stability for an organisation by contributing towards its core running costs. However, the Council now intends to focus its funding on service delivery during the remaining period of its Corporate Plan 2016-2020.

1.2 Third Sector organisations are invited to apply for grants linked to a three-year Service Level Agreement ("SLA") for the delivery of one or more of the services listed in 2.1. Applications for funding are open to individual Third Sector organisations or partnerships, consortia or alliances.

1.3 For the purposes of this application process, the Council is adopting the Big Lottery Fund definition of a Third Sector organisation, namely:

1.4 "Third Sector organisations are considered as separate from the public and private sectors. They are value-led organisations established for social purposes rather than the pursuit of profit and they reinvest surpluses to help tackle issues facing people and the planet".

1.5 Third Sector organisations include:

- o Registered and unregistered charities;
- o Community and voluntary organisations;
- o Charitable Incorporated Organisation (CIO);
- o Community Interest Companies (CIC);
- o Co-operatives;
- o Friendly societies;
- o Industrial and provident societies; and
- o Not-for-profit unincorporated associations

1.6 Third Sector organisations must have:

- o A written governing document (for example, a constitution, memorandum and articles of association, set of rules or trust deed);
- o At least three unrelated people on their board of directors (companies including community interest companies);
- o At least three unrelated trustees on their governing body (for registered charities); or
- o At least three unrelated people on their governing body (co-operatives, friendly societies, industrial and provident societies, unincorporated and unregistered not-for-profit associations).

## **2.0 SLA Areas of Service Delivery**

2.1 Three SLA's are available. The service areas against which the Council is offering a SLA are:

**A. Welfare Advice and Information services, to include debt advice, money advice and housing advice;**

**B. Community Transport services; and**

**C. Support for Community Organisations.**

2.2 Organisations may apply to provide part or all of one of these service areas, solely or in partnership with other organisations.

2.2 The Council recognises and supports the work of Third Sector organisations. The Council's approach to working with the Third Sector is based on reducing red tape, providing greater flexibility and respecting the independence of the sector. This approach recognises that Third Sector organisations should be supported to self-manage the delivery of support to our communities rather than being burdened with unnecessary local government requirements.

2.3 The Council's approach to grants funding aims to foster collaboration and innovation in the community, freeing up resources to improve outcomes for individuals and communities.

2.4 The Council reserves the right to amend these documents from time to time by whatever means it may determine in its absolute discretion and will provide reasonable notice of these amendments.

## **3.0 Programme Outcomes**

3.1 The Service Level Agreement Grant Programme ("SLAGP") is funded and administered by Mid Devon District Council and is designed to provide guaranteed three-year funding up to 31 March 2020 for successful applicants.

## **4.0 Programme Objectives**

4.1 SLAGP is structured to better support activities that respond to existing and emerging challenges in the areas of welfare rights advice and information, community transport services and support and advice for civil society organisations, with an emphasis on enabling customers to be more independent and financially sustainable.

## **5.0 Funding**

5.1 An amount of broadly £200,000 over three years from 1 April 2017 to 31 March 2020 has been allocated for SLAGP.

5.2 Funding allocations for the three-year period of the SLA will be agreed between the Council and the successful applicants prior to the commencement of the SLA and will be consistently applied throughout the term of the SLA. Notwithstanding this, the Council reserves the right to review annual funding levels in accordance with 5.3.

5.3 The Council will review priorities under each service area on an annual basis and provide advice to the Community Policy Development Group on emerging needs, to

allow for the adjustment of the funding allocation against priorities, if required, and to ensure that emerging challenges are being addressed.

5.4 The Council's Community Policy Development Group has overall responsibility for SLAGP. Where the Council has invited applications for grants, the final decision about proposals for activities will be made by the Cabinet Member for Community Well-Being.

5.5 Funding levels included in these guidelines are estimates and may change in the course of the budget year as Council priorities change.

5.6 Service delivery areas or catchment areas designated within the grant agreement must not change without prior written agreement from the Council.

## **6.0 Eligible and Ineligible Activities**

6.1 To be considered for funding, applicants must propose to undertake activities that meet the aims, objectives and priorities for SLAGP and comply with the terms of the application guidelines.

6.2 The Council reserves the right to determine the eligibility of an application. Any decision by the Council in relation to eligibility will be final.

## **7.0 Service Level Agreement Grant Programme ("SLAGP")**

7.1 The grant may be used for:

- Staff salaries, on-costs and sub-contractor costs which can be directly attributed to the provision of the activity/activities in the identified service area or areas as per the SLA;
- Employee training for paid and unpaid staff including committee and board members, that is relevant, appropriate and in line with the delivery of agreed services;
- Operating and administration expenses directly related to the delivery of services, such as:
  - telephones;
  - rent and outgoings;
  - computer/ IT/website/software;
  - insurance;
  - utilities;
  - postage;
  - stationery and printing;
  - accounting and auditing; and
  - travel/accommodation costs.

7.2 Grants are not provided for:

- the purchase of land;
- capital works;
- the covering of retrospective costs;
- costs incurred in the preparation of a grant application or related documentation;
- overseas travel; and

- activities for which other local government bodies have primary responsibility.

7.3 In delivering services, all grant recipients must develop and maintain links with other relevant organisations to assist in making appropriate referrals and co-ordinating services with a view to improving consumer outcomes and ensuring consumers receive services tailored for their needs to better prevent issues from escalating or recurring.

## 8.0 Application Process

8.1 This is an open competitive selection process available to all Third Sector or partnership of Third Sector organisations. Open grant application processes are advertised through the media, the Council's website and other sources in order to attract as much interest as possible. Open competitive grant rounds have open and closed nominated dates, with eligible applications being assessed against the nominated selection criteria.

8.2 There is no application form. The Council would like organisations to make a written submission using the spot questions listed in 12.3. Successful applicants will be invited by the Council to give a presentation and answer questions.

## 9.0 Late Applications

9.1 The Council may reject any application lodged after the specified closing date. If an application is received after the deadline of 5pm on Monday 6 February 2017 the Council may determine that there were exceptional circumstances beyond the applicant's control that meant the deadline could not be met. The applicant will need to supply documentary evidence to support any exceptional circumstances. The Council has no obligation to accept a late application. Any decision by the Council to accept or not accept a late application will be final.

## 10.0 Timetable

10.1 The indicative timetable for the application process is:

#	Milestone	Date/Deadline
1	Application process opens to written submissions	Wednesday 21 December 2016
2	Deadline for written submissions	Monday 6 February 2017, 5pm.
3	Successful applicants notified and invited to give a presentation to the Council	Monday 20 February 2017
4	Applicant's presentations to the Council	March 2017 (dates to be agreed)
5	Successful applicants notified	March 2017
6	The Council and successful applicant discussions on Key Performance Indicators and funding levels for Service Level Agreement	March/April 2017
7	Service Level Agreement funding commences	1 May 2017

## **11.0 SLAGP Areas of Funding and Indicative Budget range**

11.1 The Council is offering Service Level Agreements in the following three areas:

(1) **Welfare Rights and Information** – this includes benefits advice, debt advice and public and private sector housing advice. **The Council expects to offer between £20,000 and £40,000 annually, subject to negotiation, for this SLA;**

(2) **Community Transport services** – specifically Ring and Ride, Voluntary Car Scheme and Shopmobility services. **The Council expects to offer between £10,000 and £20,000 annually, subject to negotiation, for this SLA.**

(3) **Support for Community Organisations** – in particular we are looking for development support to charitable organisations providing services within Mid Devon with an emphasis on governance advice, general advice and information, and enabling organisations to become more sustainable through organisational change and the diversification of income streams. **The Council expects to offer between £10,000 and £20,000 annually, subject to negotiation, for this SLA.**

## **12.0 Written Submissions**

12.1 The first stage of the application process is a written submission addressing each of the spot points listed in 12.3. Where a partnership of agencies is applying, the written submission should come from the nominated lead agency. Written applications may be submitted in hard copy or by email to [ptucker@middevon.gov.uk](mailto:ptucker@middevon.gov.uk). The deadline for written submissions is **5pm on Monday 6 February 2017.**

12.2 There are no word or character limits for written submissions as the Council would like to provide applicants with the fullest opportunity to explain how they would provide a service/services. However, the Council expects written information to be concise and to the point. Attachments may be included, although unnecessary information or attachments, or an over-reliance on signposting to information contained in attachments, may count against the applicant during the assessment process.

12.3 Applicants may write as much or as little as they deem appropriate. The Council expects all written submissions to address the following areas:

- Which Service Level Agreement(s) is being applied for;
- Which aspect of the service delivery area is being applied for, whether it is a part or the whole service area;
- Whether the applicant is the sole applicant or applying on behalf of a partnership. If so, the partners should be named and their respective roles explained;
- What services will be delivered;
- How the services will be delivered across the district, including towns, villages and remote rural areas. This should include details of organisational and staff capacity including information on experience, skills and qualifications of management and project personnel and the time they will commit to the services to be delivered;

- Whether any charges will be levied for the provision of services to be delivered, and, if so, what these are, including how much will be charged;
- Details of the organisation's previous experience in delivering similar projects and ability to deliver the project objectives.
- Provide justification of why the service is needed, including evidence of specific service or knowledge gaps and describe how this project links with, or is complementary to, other activities and/or services;
- How the services to be delivered can be easily accessed by hard to reach or marginalised communities, including rural areas, people confined to their homes or migrant workers, accounting for the differences in access to technology and distance from services that may exist;
- How the services to be delivered meet the priorities in the Council's 2016-2020 Corporate Plan (the Corporate Plan can be found at <https://www.middevon.gov.uk/media/206666/corporate-plan-2016-2020.pdf> or a copy requested from the Council via [ptucker@middevon.gov.uk](mailto:ptucker@middevon.gov.uk)). Applicants should describe and demonstrate a clear link between the proposed services to be delivered and the targeted Corporate Plan priorities;
- If possible, an assessment of the impact on and the cost to the Council of the services not being delivered. For example, if welfare rights and information, community transport services and support for community organisations were not funded by the Council, where would individuals and other organisations find alternative sources of support/provision and what, in your view, would be impact on the Council? Please note that 'the Council' refers only to Mid Devon District Council and not Devon County Council;
- How much annual funding is requested from the Council;
- How the Council's funding will be used;
- The full cost of delivering the identified services and where any additional funding will come from (the Council expects to see a full budget profile for the period of the SLA);
- An estimation of how much funding the services to be provided will bring into the district of Mid Devon annually with an explanation about how the figures have been calculated;
- What quality assurance arrangements are in place (this must include all partners in the instance of a partnership proposal);
- How the services will be benchmarked against other providers, including the applicant's proposed approach to collection and analysis of the data;
- An indication of which Key Performance Indicators, including outputs and outcomes, would help the applicant and the Council measure performance;
- How learning outcomes from the period of the Service Level Agreement will be shared with the Council and other agencies (the Council expects the applicant to name relevant agencies information could be shared with);
- Information about the applicant's complaints handling arrangements; and
- Details of any added benefits to the district of Mid Devon and the Council through the provision of other services not included in the above spot points.

### **13.0 Questions and Answers**

13.1 Applicants for SLA funding should email [ptucker@middevon.gov.uk](mailto:ptucker@middevon.gov.uk) or phone 07967 179666 with any questions relating to the application process during the application period.

## **14.0 Selection Criteria**

14.1 In selecting which written submissions should proceed to the presentation phase of the application process, the Council will consider the proportionality of scale, nature, funding amount, complexity and risks involved in each proposal. This will be solely based on the information provided by each applicant.

14.2 All applicants, including those named in a partnership application, will be expected to provide:

- o A copy of their annual accounts for the last two years;
- o A copy of their Annual Report for the last two years;
- o Any specific policies, guidelines, standards and procedures requested by the Council.

14.3 The Council reserves the right to contact an applicant for further information prior to making a decision on their application.

## **15.0 Achieving Value for Money**

15.1 In assessing the extent to which each application represents value for money, the Council will have regard to the following:

- o the relative merit of each application;
- o the overall objective/s to be achieved in providing the funding;
- o the relative cost of the services to be delivered, or of elements of the services to be delivered, and the extent to which the applicant has demonstrated a capacity to fund the services to be delivered taking into consideration all possible sources of finance.

## **16.0 Applicant responsibilities**

16.1 It is the responsibility of the applicant to ensure that their written submission is complete and accurate. Giving false or misleading information to the Council is a serious offence. Applicants or their partners who do so may be subject to prosecution.

16.2 Applicants should ensure they keep a copy of their application and any supporting papers, either electronically or in hard copy, for their own records.

## **17.0 Application acknowledgement**

17.1 Unless prior agreement has been reached with the Council a written submission will not be considered accepted until it is received in hard copy or email by the Council by 5pm on Monday 6 February 2017. The applicant will receive email confirmation from the Council within 5 working days of a submission being received. If the applicant has not received confirmation in this timeframe, the applicant should contact the Council to confirm that the written submission has been received.

## **18.0 Presentations**

18.1 Applicants that are successful at the written submission stage will be invited to give a presentation on their proposal to the Council. The Council's representatives will be a mixed panel of elected representatives and officers. The presentation will include an opportunity for the Council's representatives to ask questions. For purposes of clarification, the Council reserves the right to seek further information from an

applicant following the presentation. Applicants should notify the designated Council officer of any requirements in terms of presentation materials seven working days before the date of their presentation. If an applicant is unable to attend on the scheduled date of the presentation, the Council may consider excluding its application from the application process.

## **19.0 Final Decision**

19.1 Once all presentations have been completed, the Council will consider the information provided in both the written submission and the presentation with regard to the proportionality of scale, nature, funding amount, complexity and risks involved in each proposal. This will be solely based on the information provided by each applicant.

19.2 The Council will nominate which organisation or partnership of organisations it wishes to enter into discussion with on the delivery of each SLA delivery area, the key performance indicators and the level of funding over the term of the SLA.

19.3 If an agreement over the terms of the SLA cannot be reached with the organisation selected to deliver against each service area, the Council reserves the right to contact its reserve choice, readvertise the opportunity to apply or not issue a SLA.

## **20.0 Service Level Agreement (“SLA”)**

20.1 The SLA is the legal agreement between the Council and the grant recipient over the grant period. In managing the grant provided, the recipient must comply with all the requirements of the SLA.

20.2 The SLA will include information relating to the grant objectives, the activities to be undertaken, the duration of the grant, payment, reporting requirements, supplementary terms and conditions. The Council expects to negotiate the terms of the SLA, including the funding to be provided, with the successful applicants, but reserves the right to make a final decision on any aspect of each SLA.

## **21.0 Activity Performance and Reporting**

21.1 The Council will monitor and evaluate programme performance to ensure activities and grant recipients have a focus on outcomes for beneficiaries through effective and efficient use of funds and resources.

21.2 The Council's Performance Indicators will focus on three key questions:

1. Is the Council achieving what it expected?
2. How well is it being done?
3. How much is being done?

21.3 Performance Indicators based on these questions will be included in the Service Level Agreement for each grant recipient.

21.4 Ideally, the Council would like to see grant recipient performance measured against benchmarking of other organisations. Benchmarking should take into consideration the delivery of similar services, the scale of funding, locality of service location and other relevant characteristics.

21.5 Information needed to evaluate service delivery or project performance must be reported via the Council's approved mechanisms outlined in Service Level Agreement.

21.6 Full details of reporting requirements will be listed in the Service Level Agreement for each grant recipient.

## **22.0 The Council and Grant Recipient responsibilities**

22.1 The Council has responsibility for SLAGP.

22.2 The Council will:

- meet the Council's terms and conditions of the Service Level Agreement established with organisations;
- ensure that services provided under the programme are accountable to the Council under the terms and conditions agreed in the Service Level Agreement;
- administer the operation of the programme in a timely manner;
- work in partnership with the grant recipient(s) to ensure the programme is implemented and will provide the grant recipient with constructive feedback;
- ensure that the outcomes contained within SLAGP are being met and evaluate the provider's performance against the agreed performance indicators; and
- arrange for information on the successful grant applicants to be published on the Council's website.

22.3 Grant recipients are responsible for ensuring:

- service provision is effective, efficient, and appropriately targeted;
- the highest standards of duty of care to beneficiaries, where appropriate, are applied;
- non-English speakers, rurally isolated people and communities and people with mobility restrictions have equal and equitable access to services;
- they work collaboratively to deliver the programme; and
- they contribute to the overall development and improvement of the programme, for example by sharing best practice.

22.4 In entering into a Service Level Agreement with the Council, the grant recipient must comply with all requirements outlined the SLA.

## **23.0 Risk Management**

23.1 Risk management is a key business process and an essential component of sound management and good corporate governance. Risk can be defined as the "effect of uncertainty on objectives". The Council is committed to the effective management of risk to ensure it harnesses opportunities and minimises adverse effects to activity objectives. The Council acknowledges that every activity involves some degree of risk. The Council accepts that risk management is not about eliminating risk; it is about managing risk from the start of any activity in order to achieve the agreed business objectives. All applicants may be required to participate in an assessment of their financial viability and organisation health during the assessment process of an application.

## **24.0 Financial Reporting**

24.1 The SLAGP will be managed to ensure the efficient and effective use of public monies. This will be consistent with best value principles (see 15.0).

24.2 Funding must only be used for the purposes for which it is provided.

## **25.0 Financial arrangements**

25.1 Grants will be paid quarterly in advance in April, July, October and January annually. Grants will only be provided in accordance with a Service Level Agreement. The Service Level Agreement will contain the entire agreement between the parties. There is no binding agreement on any parties until the Service Level Agreement is agreed to and signed by the Council's and the applicant's authorised representative.

## **26.0 Legislative Requirements**

26.1 Grant recipients are required to meet all relevant legislative and regulatory requirements related to the provision of services with due regard to employment law.

26.2 Grant recipients must also comply with all relevant legislation applicable to working with children and vulnerable people.

26.3 The Council reserves the right to request evidence of appropriate policies and procedures from any individual or partnership applicant.

26.4 Successful applicants must ensure that the geography of the district, cultural and linguistic diversity, special needs or mobility restrictions are not a barrier for people engaging with and accessing services to which they are entitled, for example, by providing access to language services where appropriate. Grant applicants should consider whether services, projects, activities or events may require the use of professional translating or interpreting services in order to communicate with non-English speakers. If required, based on an assessment of the target group, costs for translating and interpreting services should be factored into grant applications. .

## **27.0 Information Technology**

27.1 Grant recipients must have systems in place to allow them to meet their data collection and reporting obligations outlined in their Service Level Agreement. However, applicants should note that there are no minimum Information technology requirements for grant recipients.

## **28.0 Conflicts of Interest**

28.1 A conflict of interest (inclusive of a perceived conflict of interest) may exist if Council staff, any member of an advisory panel or expert committee, and/or the applicant or any of its personnel:

- has a relationship (whether professional, commercial or personal) with a party who is able to influence the application assessment process, such as a Council officer;
- has a relationship with, or interest in, an organisation, which is likely to interfere with or restrict the applicant in carrying out the proposed activities fairly and independently; or

- has a relationship with, or interest in, an organisation from which they will receive personal gain as a result of the granting of funding under the SLA Grant Programme.

28.2 Each party will be required to declare as part of their application, existing conflicts of interest or that to the best of their knowledge there is no conflict of interest, including in relation to the examples above, that would impact on or prevent the applicant from proceeding with the project or any funding agreement it may enter into with the Council.

28.3 Where a party subsequently identifies that an actual, apparent, or potential conflict of interest exists or might arise in relation to this application for funding, external parties must inform the Council in writing immediately.

### **29.0 Liability**

29.1 The Council is not liable to the applicant in relation to the selection process, including without limitation, when the Council:

- varies or terminates all or any part of the selection process or any negotiations with the applicant;
- decides not to acquire any or all of the services sought through the selection process;
- exercises or fails to exercise any of its other rights under, or in relation to, the SLA programme.

29.2 The Council reserves the right to amend the SLA Programme Guidelines by whatever means it may determine at its absolute discretion and will provide reasonable notice of these amendments.

### **30.0 Disclaimer**

30.1 The Council, its officers, elected representatives, agents and advisors:

- are not, and will not be, responsible or liable for the accuracy or completeness of any information in or provided in connection with the SLA Programme Guidelines;
- disclaim any and all liability arising from any information provided to the applicant, including, without limitation, errors in, or omissions contained in, that information;
- except so far as liability under any statute applies, accept no responsibility arising from errors or omissions contained in any information in this document; and
- accept no liability for any loss or damage suffered by any person as a result of that person, or any other person, placing reliance on the contents of this document, or any other information provided by the Council.

### **31.0 Personal Information**

31.1 Any personal information provided by applicants is protected under the Data Protection Act 1998. It can only be disclosed to someone else if you have been given reasonable notice of the disclosure; where disclosure is authorised or required by law or is reasonably necessary for the enforcement of criminal law; if it will prevent or lessen a serious and imminent threat to a person's life or health; or if an applicant has consented to the disclosure.

### **32.0 Freedom of Information**

32.0 All documents in the possession of the Council including those in relation to the Activity are subject to the Freedom of Information Act 2000.

### **33.0 Complaints**

33.1 It will be a requirement of the Service Level Agreement for applicants to have a transparent and accessible complaints handling policy. This policy should acknowledge the complainant's right to complain directly to the organisation, outline the process for both dealing with the complaint and provide options for escalation both within the organisation and to the Council if necessary.

### **34.0 Contact information**

For any further information concerning these guidelines or the process of applying, contact:

Paul Tucker  
Economic Development and Reneration  
Phoenix House  
Phoenix Lane  
Tiverton  
Devon  
EX16 6PP  
Tel: 01884 234930/07967 179666  
Email: [ptucker@middevon.gov.uk](mailto:ptucker@middevon.gov.uk)