

# OFFICE OF THE POLICE & CRIME COMMISSIONER FOR NORFOLK

**Author:** Rob Roy

**DECISION NO.** 2017/07

**REASON FOR SUBMISSION:** For Decision

**SUBMITTED TO:** Police and Crime Commissioner for Norfolk

**SUBJECT:** Commissioning of a Provider for the WONDER (Women of Norfolk Diversion, Engagement and Rehabilitation) project

**SUMMARY:**

WONDER is a 12 month project funded by the Ministry of Justice under its objective of establishing and evaluating Whole of System Approaches for the management of female offenders to reduce re-offending. The OPCCN has match funded the grant from the MoJ.

The objective of WONDER is to, where appropriate, divert female offenders and women at risk of offending away from the Criminal Justice System and into community based support which helps them access the right services to meet their needs, or where the women has pre-existing access to services, re-engagement with those services.

Julian Support will operate the WONDER scheme in partnership with workers provided by the Sue Lambert Trust and The Magdalene Group.

WONDER will receive women who have been detained in the Kings Lynn and Wymondham Police Investigations Centres. Using a triage system, qualifying women will receive a Conditional Caution before being discharged with a condition being that they engage with a WONDER Link Worker in the community. The Link Worker will then assess the women's circumstances and needs before mentoring the women to engage, or re-engage, with relevant support services. All women who do not qualify to receive a Conditional Caution will be encouraged to voluntarily self-refer to the same scheme.

WONDER will be subject to an external evaluation, conducted by Crest Analytics. A total of £101,753 will be provided to Julian Support over a one year period to deliver WONDER.

**OUTCOME/APPROVAL BY:** PCC

The recommendations, as outlined above are approved.

**Signature**

**Date**

20/03/17

## DETAIL OF THE SUBMISSION

### 1. OBJECTIVE:

- 1.1 To approve a Provider to establish the Women Offenders of Norfolk Engagement, Engagement and Rehabilitation (WONDER) scheme.

### 2. BACKGROUND:

- 2.1 Following the 2007 publication of Baroness Corston's report 'A review of women with particular vulnerabilities in the Criminal Justice System', recognition has grown that that the experience and treatment of women in the Criminal Justice System should better accommodate their particular gender specific circumstances. In light of this, in November 2015 the Ministry of Justice launched a competition for funds to develop whole system approaches for female offenders. The OPCCN submitted a bid, which successfully gained the largest award, of £86,852 in January 2016, a sum that was match funded by the OPCCN.
- 2.2 Over the last 12 months the WONDER project has been fully scoped and the scheme designed, with full liaison undertaken with Norfolk Constabulary, the Crown Prosecution Service, County and District Councils, The Norfolk & Suffolk Community Rehabilitation Company, National Probation Service and charitable service providers across Norfolk.
- 2.3 The WONDER scheme was put out to tender at the beginning of December 2016 and the chosen, preferred bid was that submitted by Julian Support in partnership with Sue Lambert Trust and The Magdalen Group.
- 2.4 The desired outcomes from the Scheme are, amongst women engaged on WONDER, reduced re-offending rates, homelessness and drug/alcohol dependency, improved mental health, more stable families and a reduced numbers of looked after children as a result of female imprisonment and reduced worklessness.
- 2.5 These outcomes will lead to reduced CJS costs, de-escalation of women's engagement with the CJS and an increased use of Restorative Justice and Conditional Caution for offences that are currently charged.
- 2.6 Short-term benefits are expected to be:
- Increased partnership working, both statutory partners and with the third sector
  - Increased information sharing
  - More informed disposal decisions by Police
  - Improved problem-solving approach to offender management
  - Better Quality of service for women offenders
  - Improved quality of life for Women and their children
- 2.7 Medium to longer term benefits are expected to be:
- Reduction in crime
  - Fewer victims
  - Reduction in re-offending rate
  - Reduction in demand on the local CJS
  - Savings to the public purse

### **3 AREAS FOR CONSIDERATION:**

- 3.1 As scheme operator for WONDER, Julian Support is required to:
- Recruit a minimum of three Link Workers.
  - Open the WONDER scheme to start receiving women by 27 February 2017.
  - Operate the scheme until 28 February 2018.
  - Receive women onto the scheme as per the process described in Appendix A of the grant agreement.
  - Raise the profile of the WONDER through marketing; which could include leaflets, media appearances, published articles etc.
  - Collect and record data to enable adequate reporting to meet the requirements of OPCCN and Crest Analytics (the external evaluator).
  - Using this data the scheme will provide analytical reports of the following:
    - The number of women contacted within scheme service standard, the number of women contacted outside of that standard and an explanation for that number.
    - The number of women of both groups who fail to meet with the Wonder Co-Ordinator within the scheme standards.
    - The total number of women under management at the end of each month, broken down by weeks of engagement.
    - The number of women who disengage from the WONDER project each month
    - The number of women who complete their Personal Support Plans
    - The number of women who complete their Justice Outcome Stars
  - Make monthly data reports to OPCCN
  - Make quarterly operational reports to OPCCN.
  - Make a scheme end report to OPCCN.

### **4 OTHER OPTIONS CONSIDERED:**

- 4.1 Not funding the scheme – this option has been rejected due the MoJ's funding of this scheme and the obligation so placed upon the OPCCN to put in place a whole of system scheme for female offenders.

### **5 STRATEGIC AIMS/OBJECTIVE SUPPORTED:**

- 5.1 The delivery of the WONDER supports the Police and Crime Commissioners strategic aim of reducing offending and reoffending by women, by identifying underlying circumstances and needs and providing mentoring, support and facilitation for women to access the relevant range of services to meet their needs.

### **6 FINANCIAL AND OTHER RESOURCE IMPLICATIONS:**

- 6.1 A total of £86,852 has been provided from the MoJ, matched by £86,852 from the OPCCN, over the life of the project, including the scoping out and scheme design and the one year period of WONDER.

### **7 OTHER IMPLICATIONS AND RISKS:**

- 7.1 None arising from the report.

**PUBLIC ACCESS TO INFORMATION:** *Information contained within this submission is subject to the Freedom of Information Act 2000 and wherever possible will be made available on the OPCC website. Submissions should be labelled as 'Not Protectively Marked' unless any of the material is 'restricted' or 'confidential'. Where information contained within the submission is 'restricted' or 'confidential' it should be highlighted, along with the reason why.*

<b>ORIGINATOR CHECKLIST (MUST BE COMPLETED)</b>	<b>PLEASE STATE 'YES' OR 'NO'</b>
Has legal advice been sought on this submission?	<b>NO</b>
Has the PCC's Chief Finance Officer been consulted?	<b>YES</b>
Have equality, diversity and human rights implications been considered including equality analysis, as appropriate?	<b>YES</b>
Have human resource implications been considered?	<b>YES</b>
Is the recommendation consistent with the objectives in the Police and Crime Plan?	<b>YES</b>
Has consultation been undertaken with people or agencies likely to be affected by the recommendation?	<b>YES</b>
Has communications advice been sought on areas of likely media interest and how they might be managed?	<b>YES</b>
In relation to the above, have all relevant issues been highlighted in the 'other implications and risks' section of the submission?	<b>YES</b>

**APPROVAL TO SUBMIT TO THE DECISION-MAKER** (this approval is required only for submissions to the PCC).

**Chief Executive**

I am satisfied that relevant advice has been taken into account in the preparation of the report, that the recommendations have been reviewed and that this is an appropriate request to be submitted to the PCC.

Signature: 

Date 21-3-17

**Chief Finance Officer (Section 151 Officer)**

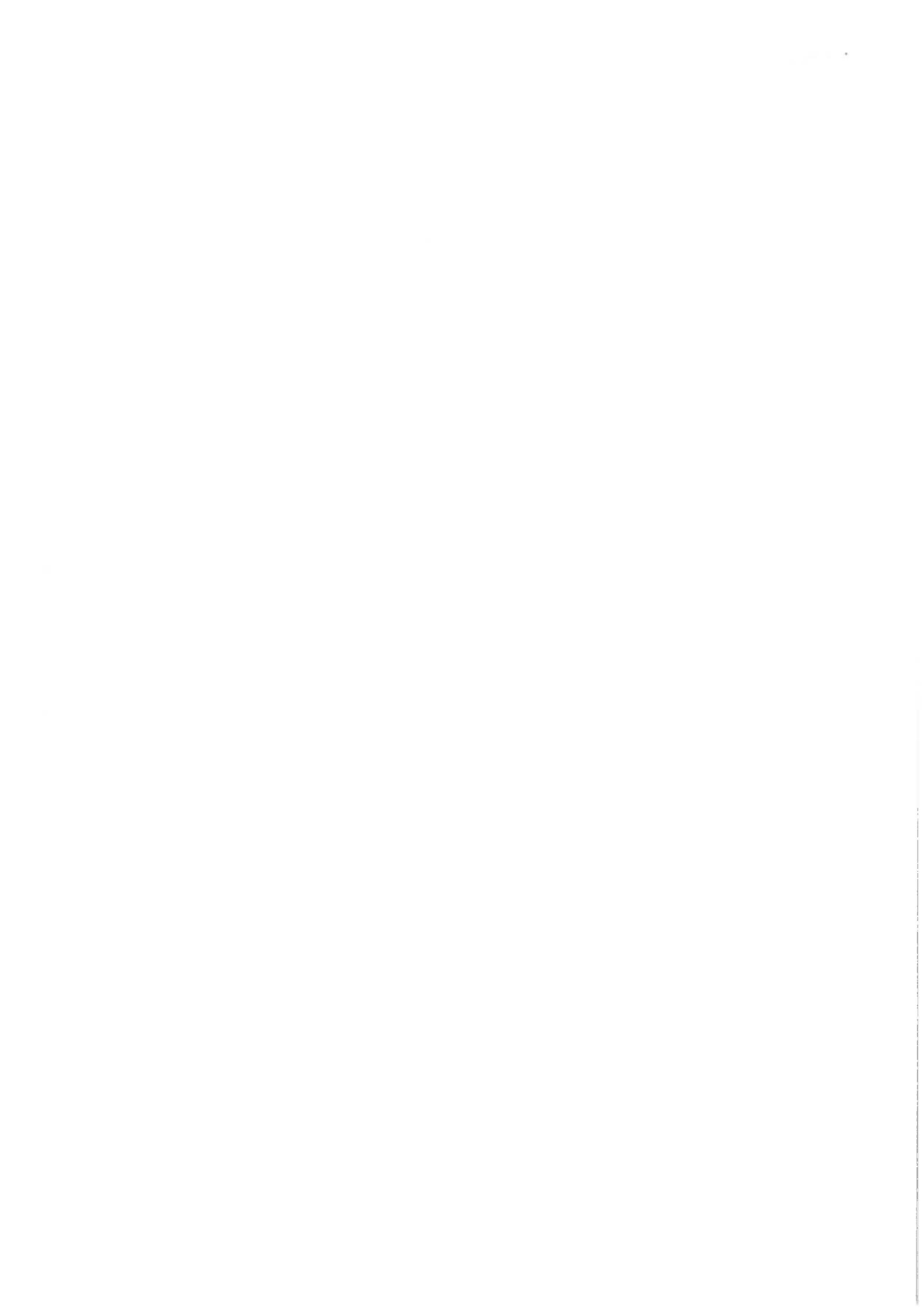
~~a) there are no financial consequences as a result of this decision,~~  
~~OR~~

b) the costs identified in this report can be met from existing revenue or capital budgets,  
AND

c) the decision can be taken on the basis of my assurance that Financial Regulations have been complied with.

Signature: 

Date 13/3/17





# OFFICE OF THE POLICE & CRIME COMMISSIONER FOR NORFOLK

## **Grant Agreement**

**Police and Crime Commissioner for Norfolk**

**AND**

**Julian Support**

Office of the Police and Crime Commissioner for Norfolk (OPCCN)  
Building 8  
Jubilee House  
Falconers Chase  
Wymondham  
Norfolk  
NR18 0WW  
Tel: 01953 424455  
Email:

[OPCCNGrants@norfolk.pnn.police.uk](mailto:OPCCNGrants@norfolk.pnn.police.uk)

## 1. Definitions

1.1 In this Grant Agreement: (Sections 1-24 inclusive, Schedules 1, 2 and 3)

- a) The "**Commissioner**" means the Norfolk Office of the Police and Crime Commissioner.
- b) The "**Funding Period**" means the period from 01/03/2017 to 28/02/2018
- c) The "**Grant**" means the grant payable by the Commissioner to the Recipient under the terms of this Grant Agreement, the amount of which (the "**Grant Amount**") shall not be more than £101,753.
- d) The "**Intended Outcomes**" are detailed in Schedule 2.
- e) The "**Purpose**" is detailed in Schedule 1 and 2.
- f) The "**Recipient**" means the organisation to which the Grant is paid.
- g) "**Business Day**" means a day (other than a Saturday, Sunday or public holiday) when the banks in London are open for business.
- h) "**Prohibited Act**" means:
  - offering, giving or agreeing to give to any servant of the Commissioner or the Crown any gift or consideration of any kind as an inducement or reward for:
    - doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Grant Agreement or any other contract with the Commissioner or the Crown; or
    - showing or not showing favour or disfavour to any person in relation to this Grant Agreement or any other contract with the Commissioner or the Crown;
    - entering into this Grant Agreement or any other contract with the Commissioner or the Crown where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Commissioner;
  - committing any offence:
    - under the Bribery Act 2010 or any guidance or codes of practice issued by the relevant government department concerning such Act;
    - under legislation creating offences in respect of fraudulent acts; or
    - at common law in respect of fraudulent acts in relation to this Grant Agreement or any other contract with the Commissioner or the Crown; or
    - defrauding or attempting to defraud or conspiring to defraud the Commissioner or the Crown.
- i) "**Anti-Discrimination Legislation**" means the:
  - Sex Discrimination Act 1975 and Sex Discrimination Act 1986;
  - Race Relations Act 1976;
  - Disability Discrimination Act 1995;
  - Human Rights Act 1998;
  - Equal Pay Act 1970;



- Employment Rights Act 1996;
- Employment Equality (Sexual Orientation) Regulations 2003;
- Employment Equality (Religion or Belief) Regulations 2003;
- Employment Equality (Age) Regulations 2006;
- Equality Act 2006;
- Equality Act 2010; and
- any other legal or statutory requirement, modification or re-enactment relating to discrimination.

### **Terms and Conditions**

## **2. Purpose and extent of the Grant**

- 2.1 Further details of the Purpose of the Grant, the Intended Outcomes, the manner in which the activities are to be performed, together with project reporting requirements, are set out in the attached Schedule 2.
- 2.2 The Recipient may not use the Grant for any activities other than the Purpose stated in Schedule 2, unless approved in writing by the Commissioner.

## **3. Grant Offer**

- 3.1 Subject to the Recipient complying with the terms and conditions set out in this Grant Agreement, the Commissioner offers to pay the Grant to the Recipient as a contribution towards eligible expenditure (as set out in Clause 6 below).
- 3.2 The Recipient acknowledges that the Commissioner agrees to fund it only for the Grant Amount, the Funding Period and for the Purpose specified in this Grant Agreement.

## **4. Amount of the Grant**

- 4.1 The Commissioner has agreed funding of up to the Grant Amount of £101,753, subject to compliance by the Recipient with the terms of this Grant Agreement.

## **5. Timing of the Grant**

- 5.1 Payment of grant will be paid in advance (invoice will be required). The initial payment will be to cover the first two quarters of the grant period in recognition of the need for the scheme operator to meet set up and establishment costs.
- 5.2 The third and fourth quarter payments will also be paid in advance, as shown in Schedule 3, upon adherence to grant terms and conditions and successful completion of quarterly reports (dates as per Schedule 2) and achieving project/service Key Deliverables, KPI's, Outputs, Outcomes, Key Performance Indicators, Budget (as per schedule 2).
- 5.3 In order for any payment to be released, the Commissioner will require the Recipient to:
- a) have signed and returned a copy of this Grant Agreement to the Commissioner,

- b) have invoiced the Commissioner for the amount payable in accordance with Schedule 3,
- c) be in compliance with the terms and conditions of this Grant Agreement.
- d) have provided correct Bank Details within their bid/application

5.4 The Commissioner reserves the right to withhold all or any payments of the Grant if the Commissioner has reasonably requested information/documentation from the Recipient and this has not been received in the timescales reasonably required.

## **6. Eligible expenditure**

6.1 Eligible expenditure consists of payments by the Recipient for the Purpose of the agreed bid.

6.2 The Recipient shall account for the Grant on an accruals basis. This requires the cost of goods or services to be recognised when the goods or services are received, rather than when they are paid for.

6.3 Eligible expenditure is net of VAT recoverable by the Recipient from HM Revenue & Customs and gross or irrecoverable VAT.

6.4 The following costs are NOT Eligible Expenditure: Payments that support activity intended to influence or attempt to influence Parliament, government or political parties, or attempting to influence the awarding or renewal of contracts and grants, or attempting to influence legislative or regulatory action.

## **7. Managing the Grant**

7.1 Each party must notify the other of:

- (a) the nominated person who will act as the party's authorised representative; and
- (b) the contact details of the authorised representative and any deputies.

7.2 The Commissioner may, in addition, ask the Recipient to clarify any information provided. If so, the Recipient shall comply with any reasonable request.

7.3 The Recipient will provide monitoring reports and financial information to the Commissioner as detailed in Schedule 2. Reports must be signed by the authorised representative.

7.4 The Recipient must notify the Commissioner as soon as reasonably practicable if an underspend is forecast. Any underspend of Grant funds must be returned to the Commissioner. Monies cannot be carried forward to the following financial year except with written consent from the Commissioner.

7.5 If an overpayment of the Grant has been made, the Commissioner will recover the payment. Grant funding cannot be increased if the organisation overspends.

7.6 The Recipient will ensure that appropriate professional arrangements are put in place for the management of the Grant and the reporting of expenditure.

7.7 The Recipient will provide a mid-term report and notify of any underspend in addition to an end of project report and financial return highlighting any underspend

## **8. Legal compliance**

- 8.1 Changes to the organisation's constitution or articles of association with regards to the funded project must not be made within the grant monitoring period without first notifying and obtaining the approval of Commissioner.
- 8.2 The Recipient must take all reasonable steps to ensure that it and anyone acting on its behalf complies with any applicable law (including the Data Protection Act 1998, the Freedom of Information Act 2000, the Health and Safety at Work etc Act 1974, any Anti-Discrimination Legislation and any applicable law relating to child protection) for the time being in force (so far as is binding on the Recipient or any other person acting on its behalf).
- 8.3 Without prejudice to Clause 3, the Recipient shall not use the Grant:
- (a) for party-political purposes;
  - (b) to promote religious activity (other than inter-faith activity);
  - (c) for commercial purposes (save where such purposes are consistent with the Purposes);
  - (d) for making any payment to the owners, members and directors of the Recipient (including any distribution, profit share, dividend, bonus and/or any similar or equivalent benefit), save in accordance with any contract of employment duly approved by the directors of the Recipient.
- 8.4 The Recipient should take all necessary steps to ensure that the Grant is accounted for and monitored separately from the Recipient's other funding streams (unless various grant streams are pooled). Details of the Grant must be shown separately in the organisation's accounts as 'restricted funds' and must not be included in its general funds. Copies of the relevant accounts must be provided if requested.

## **9. Procurement procedures**

- 9.1 The Recipient shall adopt such policies and procedures that are required in order to ensure that value for money has been obtained in any procurement of goods or services funded by the Grant.
- 9.2 The Recipient is expected to comply with the Contract Standing Orders of its own organisation.

## **10. Financial or other irregularities**

- 10.1 If the Recipient has any grounds for suspecting financial irregularity in the use of any Grant paid under this Grant Agreement, it must (so far as it is lawfully able to do so) notify the Commissioner as soon as reasonably practicable, explain what steps are being taken to investigate the suspicion, and keep the Commissioner informed about the progress of the investigation.
- 10.2 For the purposes of Clause 10.1, "financial irregularity" includes fraud or other impropriety, mismanagement, and the use of the Grant for purposes other than those intended by the Commissioner.

## **11. Audit Arrangements**

- 11.1 The Commissioner reserves the right to conduct or facilitate an audit of the project at any reasonable time, provided reasonable notice is given to the Recipient, the carrying out of the audit does not adversely interfere with any of the operations of the Recipient and any representatives of the Commissioner comply with any reasonable security requirements of the Recipient.
- 11.2 The Recipient shall ensure that copies of all applicable supporting documentation are supplied on request within reasonable timescales and that original documentation is maintained and made available to auditors.
- 11.3 The Commissioner will be permitted to verify that management and control arrangements for individual projects have been set up and are being implemented in such a way as to ensure that funds are being used effectively and correctly; carry out spot checks, including sample checks, on the operations financed by the Grant and on the management control systems, provided that the same do not adversely interfere with the operations of the Recipient and any representatives of the Commissioner comply with any reasonable security requirements of the Recipient. The Recipient must ensure that funds are used in accordance with the principle of sound financial management.
- 11.4 In the event that the Commissioner requests any information under this Grant Agreement which the Recipient considers to be confidential or contains confidential information about the finances, operations and clients of the Recipient, the Recipient may request that the Commissioner enters into appropriate confidentiality agreements before disclosure of such information. The Recipient shall not be deemed to have breached Clauses 5.3 or 7.2 of this Grant Agreement if the failure to meet the required timescales is a result of the Commissioner failing to agree and return a requested confidentiality agreement or statement.

## **12. Warranties**

- 12.1 The Recipient warrants, undertakes and covenants that:
- (a) it has not committed, nor shall it commit, any Prohibited Act;
  - (b) it has and shall keep in place systems to deal with the prevention of any fraudulent use of the Grant, any misuse of the Grant or any other fraud or financial impropriety in connection with the Grant;
  - (c) it has and shall keep in place systems to ensure propriety and regularity in the handling of the Grant;
  - (d) all financial and other information concerning the Recipient which has been disclosed to the Commissioner is to the best of its knowledge and belief, true and accurate;
  - (e) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant; and
  - (f) it is not aware of anything in its own affairs, which it has not disclosed to the Commissioner, which might reasonably have influenced the decision of the Commissioner to make the Grant on the terms contained in this Grant Agreement.

- 12.2 The Recipient shall notify the Commissioner immediately on becoming aware of any actual or suspected breach of any of the warranties, representations and covenants listed in Clause 12.1.

### **13. Terminating, withholding, reduction and repayment of Grant**

- 13.1 The Commissioner's intention is that the Grant shall be paid to the Recipient in full. However, without prejudice to the Commissioner's other rights and remedies, the Commissioner may at its discretion

- (a) withhold payment of the Grant in accordance with Clause 13.2;
- (b) reduce payment of the Grant in accordance with Clause 13.3;
- (c) demand repayment of the Grant in accordance with Clause 13.4 or 13.5; and/or
- (d) terminate this Grant Agreement with immediate effect in accordance with Clause 13.6.

#### **Withholding**

- 13.2 The Commissioner may withhold payment of all or a proportion of the Grant if:

- (a) the Recipient fails, to a material extent, to provide the information required under the terms of this Grant Agreement;
- (b) the Recipient uses the Grant for purposes other than the Purpose (for the avoidance of doubt, any breach of Clause 8.3, will be deemed use of the Grant for purposes other than the Purpose);
- (c) following submission of any reports by the Recipient in accordance with this Agreement, the Commissioner considers that the Recipient has not made material progress with achieving the Intended Outcomes;
- (d) any information provided in the application for the Grant (or in a claim for payment) or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the Commissioner considers to be material;
- (e) the Recipient commits or committed a Prohibited Act or materially breaches the Data Protection Act 1998, the Freedom of Information Act 2000, the Health and Safety at Work etc. Act 1974, any Anti-Discrimination Legislation or any applicable law relating to child protection;
- (f) the Recipient commits or committed a breach of this Grant Agreement which the Commissioner considers to be material (including any breach of the provisions of Clauses 12);
- (g) the Recipient purports to transfer or assign any rights, interests or obligations arising under this Grant Agreement without the agreement in advance of the Commissioner;
- (h) the Recipient materially changes the nature of its charitable or community benefit objects to an extent which the Commissioner considers to be material;

- (i) the Recipient does not follow appropriate child and vulnerable persons protection policies (if applicable).
- (j) the Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
- (k) the Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;
- (l) the Grant is found to be unlawful;

### **Reduction of grant**

13.3 The Commissioner may reduce the Grant if it becomes apparent to the Commissioner, through the reports submitted in accordance with this Agreement that the Grant exceeds that which is needed to achieve the Intended Outcomes and needs to be reduced.

### **Repayment**

13.4 Should any part of the Grant remain unspent or uncommitted at the end of the Funding Period, the Recipient shall ensure that any unspent or uncommitted monies are returned to the Commissioner (unless the Commissioner agrees otherwise in writing).

13.5 The Commissioner may require the Recipient to repay part or all of the Grant on demand if any of the events of default set out in Clause 13.2 arise (other than those set out in Clauses 13.2(a), (c) or (d)).

### **Termination**

13.6 The Commissioner may by notice in writing to the Recipient terminate this Grant Agreement with immediate effect if any of the events of default set out in Clause 13.2 arise (other than those set out in Clauses 13.2(a), (c) or (d)).

13.7 Wherever under the Grant Agreement any sum of money is recoverable from or payable by the Recipient (including any sum that the Recipient is liable to pay to the Commissioner in respect of any breach of the Grant Agreement or which has been incorrectly paid to the Recipient either as a result of administrative error or otherwise), the Commissioner may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Recipient under the Grant Agreement or under any other agreement or contract with the Commissioner.

13.8 The Recipient shall make any payments due to the Commissioner without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

13.9 Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its achievement of the Intended Outcomes or compliance with this Grant Agreement, it shall notify the Commissioner as soon as possible so that, if possible, and without creating any legal obligation, the Commissioner shall have an opportunity to

provide assistance in resolving the problem or to take action to protect the Commissioner and the Grant monies.

#### **14. Data Protection and Freedom of Information**

- 14.1 The Recipient shall, and shall use its reasonable endeavours to procure that any of its representatives involved in achieving the Intended Outcomes shall, comply with any notification requirements under the Data Protection Act 1998 (the "DPA") and both parties shall duly observe all their applicable obligations under the DPA which arise in connection with the Grant Agreement.
- 14.2 Where applicable, the Recipient and the Commissioner shall comply with the Freedom of Information Act 2000 (the "FOI Act"), any subordinate legislation made under the FOI Act and any guidance issued by the Information Commissioner.
- 14.3 The Parties agree to assist and cooperate with each other to enable the other to comply with obligations under the FOI Act whenever a request is made for information which relates to or arises out of this Grant Agreement.

#### **15. Transparency**

- 15.1 The Recipient acknowledges that the Commissioner shall disclose payments made against this grant only to those persons who need to know for any legal, financial or regulatory purposes. Regulatory purposes will include the Commissioner's transparency duty to publish all transactions over £500.
- 15.2 No information shall be disclosed if such disclosure would be in breach of the DPA, or is exempted from disclosure under the FOI Act

#### **16. Premises and Facilities**

The parties shall comply with all applicable requirements of Anti-Discrimination Legislation and the Health & Safety at Work, etc Act 1974 and all regulations made under it and under any other legislation.

#### **17. Insurance and Indemnities**

- 17.1 The Commissioner accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient using the Grant or from withdrawal of the Grant.
- 17.2 The Recipient shall indemnify and hold harmless the Commissioner, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Grant, the non-fulfilment of obligations of the Recipient under this Grant Agreement or its obligations to third parties.
- 17.3 Subject to Clause 17.1, the Commissioner's liability under or in connection with this Grant Agreement is limited to the payment of the Grant and for the avoidance of doubt, nothing in this Grant Agreement places any obligation on the Commissioner to renew or continue funding to the Recipient after the end of the Funding Period.
- 17.4 The Recipient shall, during the term of this Grant Agreement and for a period of six (6) years after termination or expiry of this Grant Agreement, ensure that it has adequate insurance

cover with an insurer of good repute to cover claims under this Grant Agreement or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with this Grant Agreement. The Recipient shall upon request produce to the Commissioner its policy or policies of insurance or where this is not possible, a certificate of insurance issued by the Recipient's insurance brokers confirming the insurances are in full force and effect together with confirmation that the relevant premiums have been paid.

## **18. Dispute resolution**

- 18.1 In the event of any complaint or dispute arising between the parties to this Grant Agreement in relation to this Grant Agreement, the matter should first be referred for resolution to senior offices (nominated by the Commissioner and the Grant Recipient from time to time).
- 18.2 In the absence of any complaint or dispute being resolved pursuant to Clause 18.1 within [14 days] of being referred, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

## **19. Assignment and Variation**

- 19.1 The Recipient may not, without the prior written consent of the Commissioner, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Grant Agreement or, except as contemplated as part of the Intended Outcomes, transfer or pay to any other person any part of the Grant.
- 19.2 Variation. No purported amendment or variation of this Grant Agreement shall be effective unless it is in writing and duly executed by or on behalf of each of the parties.

## **20. Publicity**

- 20.1 All media releases by either party, publicity information, consultation materials etc. shall be agreed in advance with the other.
- 20.2 The Recipient shall bring to the attention of the Commissioner any issues that are likely to impact significantly on the project, public opinion or the reputation of the parties to this Grant Agreement, as soon as these are known.

## **21. Notices**

- 21.1 Any notice under or in connection with this Grant Agreement must be in writing and may be given by email, personal delivery, commercial courier or by first class post or recorded delivery. Any such notice addressed as provided in this Clause will be deemed to have been duly given or made (i) when transmitted by the sender (if sent by email), or (ii) when left at the address specified in Clause 21.3 (if delivered personally), (iii) when delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed or (iv) when sent by first class post or recorded delivery at 10am on the second Business Day after posting.
- 21.2 Any such notice must be addressed to the recipient at their postal address or email address set out below or at such other address or email address as may from time to time be notified



in writing by the recipient to the sender as being the recipient's address or email address for service.

21.3 The addresses referred to above are as follows:

The Commissioner:-

Office of the Police and Crime Commissioner for Norfolk  
Building 8  
Jubilee House  
Falconers Chase  
Wymondham  
Norfolk  
NR18 0WW

Email address: [OPCCNgrants@norfolk.pnn.police.uk](mailto:OPCCNgrants@norfolk.pnn.police.uk)

The Recipient:-

Julian Support  
Suite 2, 9 Norwich Business Park, Norwich, Norfolk, NR4 6DJ

Office 01603 281756 Mob 07540 723089  
[b.curran@juliansupport.org](mailto:b.curran@juliansupport.org)  
[www.juliansupport.org](http://www.juliansupport.org)

Ben Curran  
Head of Business Development

- 21.4 To prove service, it is sufficient to prove that the notice was transmitted by email to the email address of the party or, in the case of post, that the envelope containing the notice was properly addressed and posted.

## 22. No Waiver or Severability

- 22.1 Failure to exercise, or any delay in exercising, any right or remedy provided under this Grant Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.
- 22.2 No single or partial exercise of any right or remedy provided under this Grant Agreement or by law shall preclude or restrict the further exercise of that or any other right or remedy.
- 22.3 If any provision of this Grant Agreement, or any part of a provision of this Grant Agreement, is found to be illegal, invalid or unenforceable the remaining provisions or the remainder of the provision concerned shall continue in effect.

### **23. Third Parties**

- 23.1 Subject to any Clause 23.2, this Grant Agreement is made for the benefit of the parties to it and their successors and permitted assignations and is not intended to benefit, or be enforceable by, anyone else. For the avoidance of doubt, the provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from this Grant Agreement.

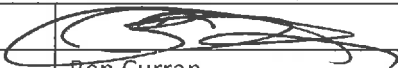
### **24. Governing Law & General**

- 24.1 This Grant Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 24.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Grant Agreement or its subject matter or formation (including non-contractual disputes or claims).
- 24.3 This Grant Agreement may be executed in any number of counterparts and by the different parties on separate counterparts (which may be fax or electronic transmission copies), but shall not take effect until each party has executed and delivered at least one counterpart. Each counterpart when executed and delivered shall constitute an original, but all the counterparts shall together constitute one and the same instrument.
- 24.4 Each party shall pay its own costs and expenses in relation to the negotiation, preparation, execution, registration and performance of this Grant Agreement and the transactions and arrangements contemplated by this Grant Agreement.
- 24.5 This Grant Agreement constitutes the entire agreement and understanding between the parties relating to the transactions contemplated by or in connection with this Grant Agreement and the other matters referred to in this Grant Agreement and supersedes any other agreement or understanding (written or oral) between the parties or any of them relating to the same. Each party acknowledges and agrees that it does not rely on, and shall have no remedy in respect of, any promise, assurance, statement, warranty, undertaking or representation made (whether innocently or negligently) by any other party or any other person except as expressly set out in this Grant Agreement. Nothing in this Clause shall operate or be construed to limit or exclude any liability of any person for fraud, including fraudulent misrepresentation.
- 24.6 This Grant Agreement shall not create any partnership or joint venture between the Commissioner and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.


**ACCEPTANCE OF GRANT**

**Julian Support accepts the offer of Grant contained in this Grant Agreement and agrees to comply with the terms and conditions of the Grant on which the offer is made.**

On behalf of the Recipient - Authorised Representative

Signature:	
Name:	Ben Curran
Date:	31.01.17
Position:	Head of Business Development

Signed on behalf of the Commissioner:

Signature:	
Name:	MARK STOKES
Date:	2.2.2017
Position:	CHIEF EXECUTIVE

**Date of issue of Grant Agreement:**

## SCHEDULE 1 – THE PURPOSE

### **Purpose of the funding**

In accordance with Section 143 of the Anti-social Behaviour, Crime and Policing Act 2014, the Commissioner, as the local policing body, has powers to provide or to commission:-

- (a) **services that in the opinion of the local policing body will secure, or contribute to securing, crime and disorder reduction in the body's area;**
- (b) services that are intended by the local policing body to help victims or witnesses of, or other persons affected by, offences and anti-social behaviour;
- (c) services of a description specified in an order made by the Secretary of State.

A local policing body arranging for the provision of services under this section may make grants in connection with the arrangements.

A grant may be subject to any conditions (including conditions as to repayment) that the local policing body thinks appropriate.

The Commissioner therefore intends to make these grants in accordance with (b) above and more details are in Schedule 2.

## SCHEDULE 2 – PROJECT DETAILS (DELIVERABLES/REPORTING)

### Julian Support (JS)

#### a) Purpose/Key Deliverables

The Women Offenders of Norfolk Diversion, Engagement and Rehabilitation, (WONDER), Project is a 12-month scheme jointly funded by the OPCCN and the Ministry of Justice. It has the objectives of providing a diversionary approach for qualifying female offenders, and women at risk of entering the Criminal Justice System (CJS).

Julian Support works with people with mental health difficulties, to help them lead an independent life of their choice, using its expertise and commitment to best practice to promote social inclusion.

Sue Lambert Trust, a subcontracting supplier to Julian Support for the purposes of WONDER, works with survivors of childhood sexual abuse, rape, sexual assault and domestic violence, offering support to help survivors come to terms with what has happened to them.

The Magdalen Group, a subcontracting supplier to Julian Support for the purposes of WONDER, works to improve the quality of individual women's lives through prevention services and by providing support to women and young people who are affected by sexual exploitation and coercion.

The project will utilise a diversionary scheme whereby women given a Conditional Caution or other women who voluntarily self-refer to the scheme, are diverted out of custody and into a community based system. There, they would receive gender specific support and assessment of needs, and referral to dedicated services to meet those needs over a required timespan, throughout which each woman would be mentored and supported.

The service will involve women either detained at, or attending by appointment, the Police Investigation Centres (PICs) of Wymondham and Kings Lynn over the twelve month scheme period, and will include all female individuals with protected characteristics.

Women will be eligible to join the WONDER scheme if they are aged at least 18 years and live in the Local Authority areas of Norwich, Kings Lynn & West Norfolk, South Norfolk, Broadland and Breckland, or are of no fixed abode.

The aim is to divert a woman wherever possible, proportionate and justified from appearing at court and into a positive intervention via a formal criminal justice disposal aimed at preventing re-offending. The aim is also to divert those at risk of entering the CJS away from such involvement.

As defined in the bid specification document, it is expected that the scheme will work with around 45 women per month, or 540 over the one year period of the funded scheme.

#### b) Outputs

- Recruit a two Link Workers and a WONDER Co-ordinator.
- Open the WONDER scheme to start receiving women by 27 February 2017.
- Operate the scheme until 28 February 2018.
- Receive onto the scheme women, and manage their circumstances, within the terms of the WONDER scheme, as per the process detailed in Appendix A, below.

- Raise the profile of the scheme through marketing; which could include leaflets, media appearances, published articles etc. all of which must incorporate the logos of the OPCCN as appropriate.
- Collect and record data to enable adequate reporting to meet the requirements of OPCCN and Crest Analytics, including but not limited to:
  - For each woman, whether (a) in receipt of a conditional caution and referral to the WONDER project under the triage route, or (b) who voluntarily self-refers and gives consent to be contacted by the WONDER project, the following information:
    - Full name
    - Date of Birth
    - Date of detention in the PIC
    - Recorded offence(s)
    - PNC ID
    - Outcome (Conditional Caution, Adult Caution, etc.)
    - Date Discharged from the PIC
    - Whether Conditional Caution or Voluntary Self-Referral
    - Dates of all contacts to and from the WONDER project by telephone, text, email etc.
    - Date and location of initial meeting
    - Date and location of subsequent meetings
    - Date Nine Pathways to Rehabilitation review completed
    - Date Personal Support Plan compiled
    - Date Justices Outcomes Star first completed
    - Summary of identified needs
    - Summary of identified existing service interventions
    - Summary of new required service interventions
    - Dates re-engaged with existing service interventions
    - Dates referred to new service interventions
    - Date completed Personal Support Plan
    - Date Justices Outcome Star updated
    - Date women self-disengaged from Wonder project
    - Date email sent to Norfolk Constabulary notifying of satisfactory or unsatisfactory completion of conditional caution, if relevant
- Using this data provide analytical reports of the following:
  - The number of women contacted within the 48 hour service standard, the number of women contacted outside of that standard and an explanation for that number.
  - The number of women of both groups who fail to meet with the Wonder Co-Ordinator at least once within three weeks of being released from the PIC.
  - The total number of women under management at the end of each month, broken down by weeks of engagement.
  - The number of women who disengage from the WONDER project each month
  - The number of women who complete their Personal Support Plans.
  - Justice Outcome Star completions.
- Undertake participant interviews and create case studies.
- Utilise User Voice to collect participant opinions and attitudes of the WONDER scheme
- Make monthly data reports to OPCCN
- Make quarterly operational reports to OPCCN.
- Make a scheme end report to OPCCN.

### c) Outcomes (measurement required)

The key outcomes measures to be achieved, as demonstrated by monitoring, are:

- A reduction in re-offending of women participating in the WONDER scheme over the period of the scheme as evidenced by outcome star analysis.
- A reduction in the number of women participating in the WONDER scheme who go to court over the period of the scheme.
- A reduction in the numbers of women participating in the WONDER scheme going to prison on short term sentences over the period of the scheme.
- Better engagement of women with appropriate services to improve outcomes as evidenced by outcome star analysis.
- Improved financial stability amongst women participating in the WONDER scheme as evidenced by outcome star analysis.
- Reduced homelessness and improved accommodation circumstances amongst women participating in the WONDER scheme as evidenced by outcome star analysis.
- Improved family and relationship circumstances amongst women participating in the WONDER scheme as evidenced by outcome star analysis.
- Improved financial stability amongst women participating in the WONDER scheme as evidenced by outcome star analysis.
- Reduced drug/alcohol dependency amongst women participating in the WONDER scheme as evidenced by outcome star analysis.
- Reduced sex-working amongst women participating in the WONDER scheme, as evidenced by outcome star analysis.
- Improved mental health outcomes amongst women participating in the WONDER scheme as evidenced by outcome star analysis.
- Reduced levels of domestic abuse or sexual violence amongst women participating in the WONDER scheme as evidenced by outcome star analysis.
- Reduced worklessness amongst women participating in the WONDER scheme as evidenced by outcome star analysis.
- Improvements in the personal circumstances of women participating in the WONDER scheme as measured using their outcomes stars.
- The number of Women completing the Conditional Conditions placed upon them, to the satisfaction of the Police.
- Women in the WONDER project report improved health and wellbeing as evidenced by outcome star analysis.

### d) Financial Information

	2016/17	2017/18
Grant Amount	£50,876.50	£50,876.50

### e) Financial Breakdown of budget for one year over two financial years

- A total of £101,753.00 will be provided over a one year period, broken down across financial years as per point (d) above.

### f) Reporting

- Monthly data reports are required, as per point (b) above.
- Quarterly reports as detailed in point (b) above will be required and these should be provided by dates listed below:

	Year 1 2017/18
Quarter 1	30 April 2017
Quarter 2	30 July 2017
Quarter 3	30 October 2017
Quarter 4	31 January 2018
Quarter 5	30 April 2018

In addition to data reporting, these should detail:

- how the project is progressing, including reference to case studies and any User Voice findings
- any particular difficulties or successes
- any risks over and above those normally associated with the project
- progress against the required information inserted above under the headings: Outputs, Key Deliverables, Key Performance Indicators, Financial Information/Budget
- Measured and reported outcomes
- Any other relevant information
- Quarterly financial information demonstrating Project Spend against the original grant application
- Year End financial information demonstrating overall Project Spend against the original grant application

#### **g) Evaluation**

Throughout the project lifespan, maintain contact and liaise with Crest Analytics Ltd. in order to supply all quantitative and qualitative data necessary to allow completion of that organisation's external evaluation of the WONDER project.

Additionally, within two months of the end of the project (i.e. by 30 April 2018) a full evaluation of the project should be provided incorporating (a) to (h) as above and:

- how the project went, i.e. lessons learned, dissemination of outcomes, good practice, partnership development
- how the target group benefited from your project/services (qualitative and quantitative information)
- any particular difficulties or successes
- Sustainability measures, how the work should be continued when the grant ends
- any other relevant information



**SCHEDULE 3 – PAYMENT SCHEDULE**

	2017	Amount
Dates Qtrs 1 & 2	30/01/2017	<b>£50,876.50</b>
Dates Qtr 3	31/08/2017	<b>£25,438.25</b>
Dates Qtr 4	30/11/2017	<b>£25,438.25</b>

**Process for Requesting Payment**

Payments will be made quarterly in advance, and an invoice must be submitted for each payment. Your invoice **must include** our purchase order number. To obtain our purchase order number, please email Stephanie Stearman direct on [stephanie.stearman@norfolk.pnn.police.uk](mailto:stephanie.stearman@norfolk.pnn.police.uk). Please ensure your invoice states clearly the specific grant and period you are claiming funding for.

The last payment will be paid on invoice after Evaluation report of the project has been submitted and agreed.

For the Attention of Stephanie Stearman  
Office of the Police and Crime Commissioner for Norfolk  
Building 8  
Jubilee House  
Falconers Chase  
Wymondham  
Norfolk  
NR18 0WW

## The Women Offenders in Norfolk Diversion, Engagement and Rehabilitation (WONDER) Scheme

### Detailed process

The Triage process is based in the Wymondham and Kings Lynn PICs and has two elements; a triage referral route and a voluntary referral route.

### Triage referral process

1. A woman is identified in the PIC as being appropriate for and requiring triage at the point that she is being considered by the Custody Sergeant for charge or a conditional caution.

### Criteria for inclusion

2. The criteria for inclusion the scheme she must:
  - Aged over 18
  - Admit the offence
  - Be willing to engage with the scheme
  - Give her consent to have her details passed to third parties
  - Not be on bail for any other offence – either police or court bail
  - Have a given residence within the Norwich City, Breckland, South Norfolk and King's Lynn & West Norfolk District Council boundaries, or is of no fixed abode
  - Have committed an offence that satisfies the CPS requirements for OOCs, and in particular a Conditional Caution.
  - Has not been subject to diversion to Julian Support by the CJL&D scheme, also operating in the PICs.
3. A woman is not eligible for the triage referral scheme if:
  - She is aged under 18
  - She does not admit the offence
  - She is on bail for another offence
  - The offence is not one for which the CPS would not authorise a conditional caution, for example murder, section 18 assault, arson with intent to endanger life etc.
  - The offence is suitable but rendered unsuitable by an aggravating circumstance – i.e. racial, homophobic element or domestic violence
  - She is being diverted to Julian Support by a CJL&D practitioner in the PIC
4. Excepting those aged under 18 and those who have received diversion under the CJL&D scheme, if a woman is not eligible for the scheme, including those who would be discharged as NFA, or declined the opportunity to participate in the scheme, she will be informed that she can voluntarily self-refer to the scheme. However, her case will still proceed as it would have done before, if necessary to the point that she is charged with her offence.
5. If a woman is eligible for the scheme, she is given a conditional caution with a condition being that she must engage with the WONDER scheme.
6. The woman is provided with information about the WONDER project and told that she will be contacted within 48 hours, at which time an appointment will be arranged for her to meet

with a WONDER Project Link Worker. The woman is given details of the purposes of that appointment and the need for her to attend it, which is condition of her caution.

7. A spreadsheet named WONDERT.xls will be maintained on the Custody>Shared Documents>WONDER folder for recording the woman's details for access by or communication to the relevant WONDER Project Link Worker according to the woman's location of residence. This will include in all cases: Name, address, date of birth, contact telephone number, date of detention, offence or offences arrested for, PNC Reference Number and length of the conditional caution.
8. The WONDER Project Link Worker will each weekday access the spreadsheet remotely, by visiting or telephoning the PIC to obtain the details of any triaged women recorded by the Custody Staff in the previous 24 hours.
9. The numbers to use for telephone contact are: Wymondham PIC: 01953425699 extn 2424, and Kings Lynn PIC 01953425699 extn. 2464
10. The period after discharge will be used as follows:
11. Week one – the woman to be contacted by the WONDER Link Worker within 48 hours of discharge and an appointment time and venue agreed within the next seven days. Flexibility will be allowed to accommodate women who fail to make the first appointment for any reason.
12. Weeks two to four – the woman to attend any additional appointments to allow a Report of standard and agreed format to be completed by WONDER Project Link Worker, detailing any needs identified and options for addressing them in the form of a Personal Support Plan.
13. The WONDER Link Worker Report will form the basis of data reporting from the scheme for the purposes of management, monitoring and evaluation.
14. The disposal decision for women in the triage scheme will be made by the Evidential Review Officer (ERO), being at a rank of sergeant or above. If necessary, this will be a qualified detective if the investigation is domestic related, of a serious nature or with aggravating factors.
15. The decision will be based on the professional knowledge and experience of the ERO based on the 'Justice test' criteria detailed below, taking the views of the victim into account.
16. Once a police officer has identified the person responsible for any offending behaviour, the Justice Test states that the outcome should be:
17. A just and timely outcome which reflects the harm to the victim, the seriousness of the behaviour, the impact on the community, and deters future offending.
18. The disposal decision will be made by the ERO, in liaison with the Custody Officer Investigating the Case (OIC), and will be a formal CJ disposal utilising a Conditional Caution, established via liaison with the CPS for authority for a Conditional Caution where Diversion is appropriate and justifiable or a charge where it is not. The OIC shall prepare the required paperwork.
19. The ERO, or OIC after consultation with the ERO, will email the recommendation re conditional caution disposal, together with the conditions to be imposed (including timescale), to the Custody Sergeant in the relevant custody suite.
20. The Custody Sergeant will then action the case to conclusion.
21. The documentation required is specific to the scheme in agreement with our CPS partners and will consist of the Conditional Caution form (MG 14). No further documentation is required from the officer at this stage. Should the offender subsequently fail to comply with the conditions of the caution, a file request will be made to the OIC.

22. The process is completed when a woman has completed or disengaged from her support plan. To notify Norfolk Constabulary of this, the WONDER Project Link Worker will e-mail the secure OIC's e-mail address reporting the extent of the woman's compliance with the conditional caution within a maximum period of six months.
23. If a woman's adherence to her Personal Support Plan exceeds six months then the Link Worker shall maintain provision of engagement and support until such time that the woman's plan is completed.
24. If a woman does not complete her Personal Support Plan within the terms or timescale as set out in her conditional caution, and disengages from the WONDER Project Link Worker, then a report of this shall be made to Norfolk Constabulary for any further action by the Constabulary to be taken.

#### Voluntary referral process.

This is detailed below and will apply at four points in the custody office process:

- If a woman is given a Restorative disposal, a cannabis warning, an Adult Simple Caution or an Adult PND in the PIC then she will then be offered a voluntary self-referral to the WONDER Project.
- If a woman is subject to a virtual court or is kept in Police custody overnight to appear at court the following day then she will then be offered a voluntary self-referral to the WONDER Project.
- If a woman meets the criteria for the triage referral route but declines the opportunity to participate, she will be offered a voluntary self-referral to the WONDER Project.
- If a Woman is refused charge or released NFA, she will be offered a voluntary self-referral to the WONDER Project.

25. The voluntary referral process is as follows.

- The Woman is provided with promotional literature from the WONDER Project and asked by PIC Custody staff for her permission for Norfolk Constabulary to pass her details to the WONDER Project.
- If she refuses – that is the end of the process and her case is progressed as it normally would have.
- If the woman consents to a voluntary self-referral she is required to sign the appropriate consent form and her details recorded. The details provided will be: name, address and telephone number.
- A spreadsheet named WONDERNT.xls will be maintained on the Custody>Shared Documents>WONDER folder for recording the Name, address, Date of birth, phone number, date of detention, PNC Reference Number, whether discharged NFA or charged and, if charged, offence arrested for and court date.
- The WONDER Project Link Worker will each weekday access the spreadsheet remotely, visit or telephone the PIC to obtain the details of any triaged women recorded by the Custody Staff in the previous 24 hours and any appointments made.
- The numbers to use for telephone contact are: Wymondham PIC: 01953425699 extn 2424 and Kings Lynn PIC: 01953425699 extn 2464.

26. The Wonder Link Worker will then contact the voluntary referral women and an appointment time and venue agreed or confirmed. For that appointment to be attended, allowing some flexibility to chase up if the woman fails to make the first appointment for any reason.

27. The Wonder Link Worker will meet with the woman for up to three times to allow a report to be completed by WONDER Project Link Worker, detailing any needs identified and options for addressing them.
28. For self-referred women the Link Worker will conduct a service exit review whenever possible.

