



OFFICE OF THE POLICE & CRIME COMMISSIONER FOR NORFOLK

ORIGINATOR: Domestic Abuse and Sexual
Violence Co-ordinator

DECISION NO. 2014/15

REASON FOR SUBMISSION: For Decision

SUBMITTED TO: Police and Crime Commissioner

SUBJECT:

Supporting the extension of service provided to victims of sexual violence and abuse by the Sue Lambert Trust.

SUMMARY:

The Sue Lambert Trust provides support for men and women aged 11 and over who are the survivors of sexual abuse, this support includes counselling and practical and emotional support. In the past 3 years, demand for service has more than doubled placing their resources under extreme pressure. Sue Lambert Trust are the only Norfolk based provider of this level of comprehensive support to victims of sexual abuse.

To ensure that they remain able to deliver the level of service required, the Trust has identified the need for expansion; this includes counselling services and support personnel, together with an extended physical environment. They are also planning to have a physical presence in two additional locations across the county, Great Yarmouth and King's Lynn. By locating a base in these two additional locations, they will be accessible to survivors who up to now have felt prohibited by geography from approaching them for necessary support.

In order to move forward with this work, Sue Lambert Trust have already undertaken some planning and they have identified the need to train 12 additional human resources; this will enable them to intervene early in more of the acute referrals that need immediate and open ended intervention. However, to maximise resources and capacity, The Trust have undertaken a full review of the counselling model with a view to offering time limited counselling where appropriate. To move forward with these proposals, funding from the OPCCN to the sum of £50,000 is necessary.

RECOMMENDATION:

The Police and Crime Commissioner for Norfolk Supports this invaluable extension of service and fully supports this Crime and Disorder Reduction Grant.

APPROVAL BY: PCC

The recommendations as outlined above are approved.

Signature



DPC

Date 19/6/14

DETAIL OF THE SUBMISSION

1. KEY ISSUES FOR CONSIDERATION:

- 1.1 Section 9 of the Police Reform and Social Responsibility Act 2011 sets out that a Police and Crime Commissioner (PCC) may make a Crime and Disorder Reduction Grant to any person. A Crime and Disorder Reduction Grant is a grant, which in the opinion of the PCC, will secure, or contribute to securing, crime and disorder reduction in the PCC's Local Policing Area. The PCC may make the Crime and Disorder Reduction Grant, subject to any conditions, which the PCC thinks appropriate. The PCC's Crime and Disorder Reduction Objectives are set out within the Police and Crime Plan.
- 1.2 The Sue Lambert Trust delivers critical support and counselling for both men and women aged 11 and over who are suffering, or have suffered, sexual abuse or sexual violence including sexual abuse within domestic situations. In the past 3 years, the demand for service has risen dramatically, rising from 182 referrals in 2011/12 to 402 referrals to date 2013/14.
- 1.3 The huge increase in demand has forced the service to continually review how it delivers the right service, including maintaining the capability to cater for those acute cases needing immediate intervention and support, these cases include where suicide is a real and present danger.
- 1.4 The impact of this increase in demand is to see the numbers on the waiting list for intervention grow, the length of time spent waiting also increases. The aim of the trust is to increase capacity, this will not in the short term reduce overall waiting times, however it will allow more cases requiring immediate intervention to be progressed. The nature of the presenting issues means that it is not appropriate to time limit the service for the majority of clients. However given the current pressures the Trust are considering options to offer time limited interventions to clients who may otherwise be unable to access support.
- 1.5 The Trust has recognised the imperative of meeting the additional demand and has already taken steps to mitigate the situation. They are currently planning to train 4 additional counsellors and 8 additional support workers. In addition they have identified that a remodelling of their current premises, St Julian's Hall, Norwich, will allow the development of two additional counselling rooms. They have secured the services of architects who are fully supportive of the Trust.
- 1.6 The client group for Sue Lambert Trust emanates from a number of avenues, not only direct victim referral but also referral on from other support agencies such as Leeway Women's Aid. The ability of the Trust to offer a therapeutic service, acts as a preventative measure that goes some way to tackling the 'revolving door' situation experienced by a number of victims. This open ended therapeutic approach leads to long term survival and allows clients to move on.
- 1.7 The long term ambition of this critical support charity is to establish a base in both Great Yarmouth and King's Lynn, at present the major client group is centred around Norwich. It is surely right that such a critical service is available to the wider population of Norfolk and not geographically prohibitive.

2. FINANCIAL IMPLICATIONS:

2.1 The project will be funded by staged payments to a total of £50,000 made in advance. Monitoring will be undertaken via quarterly return submitted to the OPCCN by the provider within 20 days of the conclusion of the relevant period.

3. OTHER IMPLICATIONS AND RISKS:

None apparent.

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.

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

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

Chief Executive

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

Signature:



Date 12-6-14

Service Level Agreement –

Letter of Agreement between Office of the Police and Crime Commissioner for Norfolk (OPCCN) and Sue Lambert Trust

This agreement is made on 10th of June 2014

Between:

- (1) OPCCN, Building 8, Jubilee House, Falconers Chase, Wymondham, NR18 0WW.
- (2) Sue Lambert Trust, St Julians Hall, 6 Music House Lane, Norwich, NR1 1QL, Registered Charity 1120957, company registration 06217814.

Background to this agreement

1. The purpose of this agreement is to enable the extension of service provision, offered to men and women aged 11 years and older who have been victims of sexual abuse, including historic abuse. The demand for the service has more than doubled in the last 3 years presenting an urgent need for enlarged accommodation and increased human resources. The Payment of a Crime and Disorder Reduction Grant from OPCCN of £50,000 will supplement the involvement from other parties allowing more victims to access counselling during 2014/15. The details of the project, the intended outcomes, performance targets and the manner in which the activities are to be performed are set out in the attached Annex A.
2. The parties have agreed to proceed on the terms and conditions set out in this Agreement and in consideration of the various rights and obligations set out below.

Terms of this agreement

1. Duration

- 1.1. It is expected that the Agreement will continue from the date the Agreement is signed (see top of page) for the duration of the project, which has a projected end date on or before 31 March 2015. The OPCCN will not be responsible for arranging or providing any further funding for the said project.

2. Activities

- 2.1. The Project Lead is allocated the Crime and Disorder Reduction Grant of £.50,000 for provision of the project and activities.
- 2.2. The Project Lead shall deliver the project and the activities with reasonable care and skill and in accordance with Annex A to this Agreement.
- 2.3. The Project Lead shall provide the project and the activities so as to meet the performance targets and the outcomes agreed.

3. Monitoring

- 3.1. OPCCN shall monitor the performance of the Project Lead against the agreed outcomes and performance targets of the project and the grant provided.
- 3.2. Monitoring will take place at least quarterly. The Project Lead is responsible for providing written progress reports on a quarterly basis.
- 3.3. Progress reports shall be completed by the Project Lead within 20 working days following the end of each quarter. This will set out progress towards achieving the outcomes and performance targets together with the relevant financial information to demonstrate that the grant is being used as approved.
- 3.4. OPCCN reserves the right to be able to monitor compliance with the terms of this Agreement more closely, should OPCCN feel this is necessary. The Project Lead will, if requested by OPCCN provide:
 - access to and copies of all documentation and records relating to the performance or non-performance by the Project Lead of its obligations and reasonable access to all relevant materials, including (without limitation) information, premises, data, employees, agents, sub-contractors, software, hardware and other assets at all locations from which obligations of the project lead are being carried out;
 - all reasonable assistance.

4. Evaluation

- 4.1. The Project Lead shall provide a draft written assessment of the impact of the project, including outcomes and performance targets together with budget information to reach OPCCN not later than 20 working days **before** 31 March 2015.
- 4.2. The Project Lead shall provide a final version of the above written assessment to reach OPCCN not later than 20 working days **after** 31 March 2015.
- 4.3. The Project Lead shall cooperate with OPCCN in respect of any recommendations concerning the delivery or development of the project made by the OPCCN in writing to enable the outcomes to be met.

5. Project Review

- 5.1. Quarterly monitoring of projects by OPCCN will enable progress to be assessed against the outcomes and performance targets.
- 5.2. OPCCN reserves the right to terminate this agreement in the event of unsatisfactory performance or non-delivery of jointly agreed outcomes.
- 5.3. In the event of the OPCCN deciding to terminate prior to the agreed end date an exit strategy will be agreed between the parties. Reasonable notice will be provided, any sums to be repaid and the timing of any repayments will be agreed by all parties.

6. Payments

- 6.1. The OPCCN will make stage payments in advance to the project service provider, at intervals of not more than 6 months from the commencement of the project, to be agreed between parties.
- 6.2. Each Invoice from the Project Lead shall detail where the grant expenditure has been made.
- 6.3. Where the Project Lead submits an invoice, OPCCN will pay by BACS (or as otherwise agreed) to the project lead, an amount equal to the value of the grant within 28 working days.
- 6.4. Where appropriate the Project Lead shall identify any potential under or overspend, and notify this to OPCCN at the earliest opportunity.

7. Overspends

- 7.1. Should the costs of the project exceed the grant, OPCCN shall not be under any obligation to release extra funding to the Project Lead.
- 7.2. OPCCN shall not be responsible for making good any shortfall in funds to enable the project to be completed.
- 7.3. Where further funding is required in order to fulfil contractual commitments between the Project Lead and other parties, the Project Lead will be solely responsible for obtaining or providing such funding, and no such obligation will fall to OPCCN.

8. Underspends

- 8.1. The Project Lead shall use its best endeavours to use the total funding allocated to it, to deliver the activities, performance targets and the outcomes agreed.
- 8.2. In the event of any underspend of the total grant allocated OPCCN reserves the right to use it for alternative purposes.

9. Audit Arrangements

- 9.1. OPCCN reserves the right to conduct or facilitate an audit of the project at any reasonable time.
- 9.2. The Project Lead shall ensure that copies of all supporting documentation are supplied to OPCCN on request and that original documentation is maintained and made available to auditors.
- 9.3. OPCCN will be permitted to:
 - 9.3.1. 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;
 - 9.3.2. Carry out spot checks, including sample checks, on the operations financed by OPCCN funds and on the management control systems;
 - 9.3.3. Ensure that funds are used in accordance with the principle of sound financial management.

10. Records and Asset Register

- 10.1. Where appropriate the parties will compile and establish and maintain an inventory of all fixed assets acquired, built, or improved wholly or partly using OPCCN funds, whether owned by partners or third parties. A fixed asset is defined as an item that will not be used up within 12 months and which is not intended to be sold before the end of its useful life. Assets below £500 can be excluded.
- 10.2. The inventory will show the:
 - date of purchase;
 - description of the asset;
 - price paid net recoverable VAT;
 - location of the title deeds;
 - serial or identification numbers;
 - location of the asset;
 - date of disposal, and;
 - sale proceeds net of VAT.

11. Equality

- 11.1. The Project Lead shall be clear about the OPCCN's commitment to advancing equality, eliminating discrimination and promoting good relations (as set out in the PCC's Equality Statement).
- 11.2. This commitment shall be shared by the Project Lead, who must be able to demonstrate when asked how it is incorporated into its business. Failure to comply could result in the OPCCN being liable to legal action and the Project Lead being excluded from future commissioning/ contract tendering opportunities.

12. Data Protection

- 12.1. The parties agree to comply with the provisions of the Data Protection Act 1998 in so far as it relates to the performance of any of their obligations under this Agreement. The parties will take steps to authorise any necessary processing (including disclosure of data) regulated by the Data Protection Act 1998 necessary for the purposes of the project and shall make or amend any necessary notifications under that Act to the Information Commissioner.
- 12.2. The Project Lead shall provide personal information of those participating in the project, to enable performance management. This will only be obtained by the Project Lead from the participants as a condition of their involvement on the project with their consent and understanding of the purpose that will be made of this information.

13. Confidentiality

- 13.1. The parties shall treat and keep confidential all information supplied to each other and will not disclose it to any third party save as required by law or save if the information comes into the public domain other than with the written consent to the other party or through the fault of the party disclosing the information or where the written consent of the party has been obtained.

14. Disclosure and Barring Service (DBS) checks

- 14.1. The Project Lead will ensure all staff and volunteers who will have unsupervised access to children or vulnerable adults have been DBS checked (previously CRB checks).

15. Premises and Facilities

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

Insurance and Indemnities

- 15.2. Each party shall make arrangements for employers' liability insurance cover in the sum of £10million and a public liability policy in the sum of £5 million. A copy of these policies shall be produced to the other party immediately upon being requested to do so.
- 15.3. **Assets.** Ownership of any asset to remain with the Project Lead who will be responsible for any ongoing maintenance and repairs and must ensure the asset is covered by employers and public liability insurance as applicable.
- 15.4. **Force Majeure.** No party to this Agreement shall be liable to the other for its failure to perform any obligations under this Agreement to the extent that any such failure is caused by circumstances beyond its reasonable control.

16. Assignment and Subcontracting

- 16.1. No party to this Agreement may assign or subcontract its obligations or rights under the Agreement without the prior written consent of the other party.

16.2. **Variation.** Any amendments to this Agreement shall be made in writing and signed on behalf of both parties to the Agreement.

17. Publicity

17.1. All media releases by the Project Lead, publicity information, consultation materials etc. shall be agreed in advance with OPCCN.

17.2. The Project Lead shall bring to the attention of OPCCN any issues that are likely to impact significantly on the project, public opinion or the reputation of the parties to this Agreement, as soon as these are known.

18. Third Parties

18.1. The parties to this Agreement do not intend that it will operate to confer any rights on any person who is not a party to the Agreement.

19. Signatories To The Agreement

Signed for and on behalf of OPCCN.



Name: M. SPICES

Position: CEX

Date: 12-6-14

Signed for and on behalf of Sue Lambert Trust



Name: Mette Ohrvik

Position: Chief Executive

Date: 10 June 2014

Annex A

Service Level Agreement (SLA) for the increased provision of support to survivors of sexual abuse presenting to Sue Lambert Trust, including those children and young persons who have been victims of Child Sexual Abuse.

The Aim of this SLA Annex is to provide further guidance for the delivery agency to make sure all parties to the agreement are clear on the expected outcomes of the activities.

Project Lead

Sue Lambert Trust will be responsible for the delivery of the project to provide increased capacity within the service provision given by the Trust to Survivors of sexual abuse.

Sue Lambert Trust will use their specialist resources to engage with survivors of sexual abuse, who present to the trust requesting help and assistance. They will use their expertise and experience to prioritise the delivery of services dependent upon presenting need. Working with partners they will undertake to increase number of client interventions by 15% to 31st March 2015.

Outcomes and Performance Targets

- The Project Lead will continue to deliver critical support and counselling for both males and females aged 11 years and over who are suffering or have suffered sexual abuse.
- The Project Lead will increase the number of clients seen who required immediate intervention by not less than 15%.
- The Project lead will demonstrate that consideration has been given to using time limited interventions where appropriate.
- The Project Lead will demonstrate that not less than 4 additional counsellors have been trained on or before the 31st March 2015.
- The Project Lead will demonstrate that not less than 4 additional support workers have been trained on or before 30th September 2014.
- The project lead shall attend any meetings with OPCCN as are reasonably required. Feedback from these meetings will be implemented within agreed timescales.
- The Project Lead shall keep detailed records, which cover the range of performance information that will demonstrate clear outcomes from this project.
- The Project Lead shall bring to the attention of the OPCCN any issues that are likely to impact significantly on the project, public opinion or the reputation of the parties to this agreement, as soon as they are known.