



OFFICE OF THE POLICE & CRIME COMMISSIONER FOR NORFOLK

ORIGINATOR: Domestic Abuse and Sexual
Violence Coordinator

DECISION NO. 2014/16

REASON FOR SUBMISSION: For Decision

SUBMITTED TO: The Police and Crime Commissioner

SUBJECT:

Victim Support Domestic Abuse Victims Gateway and Triage Service

SUMMARY:

This Crime and Disorder Reduction Grant will be used to ensure the delivery of specialised domestic abuse gateway and triage services for standard and medium risk victims of domestic abuse. This is a service that has been delivered by Victim Support Services and last year supported 2782 referrals.

The work undertaken within the gateway and triage service enables specialist project workers to undertake enhanced needs assessment and to refer victims to a wide range of services for ongoing support. These services include Victim Support, Leeway and Sue Lambert Trust. In addition to engaging victims with support services the specialist workers are able to give safety planning advice, provide contact details for future reference as well as making follow up contact. The team review all cases referred by the police through agreed access to Norfolk Constabulary Crime information System.

To continue the delivery of this training and secure delivery to standard and medium risk victims of domestic abuse funding is required from 1st June 2014. Victim Support will be responsible for arranging and delivering the service in accordance with the agreed service level agreement. They will be responsible for providing evidence of delivery by way of quarterly returns to the OPCCN.

RECOMMENDATION:

The Police and Crime Commissioner supports the delivery of this intervention service to be delivered by Victim Support services for Norfolk and Suffolk, and endorses this crime and disorder reduction grant.

OUTCOME/APPROVAL BY: PCC

The recommendations as outlined above are approved.

Signature

 DPCC

Date

4/7/14

DETAIL OF THE SUBMISSION

1. KEY ISSUES FOR CONSIDERATION:

- 1.1 The level of reported domestic abuse within Norfolk, consistent with other parts of the country is recognised as representing less than one third of the real problem within this particular business area. The majority of data identifying the scale of the problem is collected by Norfolk Police, who recorded in excess of 13,000 domestic abuse incidents during 2013.
- 1.2 The nature of domestic abuse is such that for many well documented reasons, on average a woman will experience more than 30 incidents of abuse before reporting it. During the extended period of abuse that this represents we know that the severity of the abuse tends to increase and with it the risk to victim and any children who may be present within the household.
- 1.3 There are numerous symptoms which may present as indicators that someone is being subjected to domestic abuse, these include: depression, irritable bowel, anxiety, poor sleeping, suicidal tendencies, drug and alcohol abuse and mental illness. These issues often lead a victim to refer themselves into the health service, and in particular to their local GP surgery.
- 1.4 The victims who are considered to be of high risk status receive a full and comprehensive service delivered via the dedicated Independent Domestic Abuse Advocates. It is recognised that many victims who are not designated as high risk, never the less, can be at very high risk depending upon the circumstances existing at any one time.
- 1.5 Following domestic homicides in South Norfolk and North Norfolk, occurring in 2012, the subsequent Domestic Homicide Reviews (DHR), highlighted that neither victim were from the cohort of known 'high risk' victims.
- 1.6 The provision of this support is essential in providing an equitable service provision to victims of domestic abuse; it also provides a further opportunity for identification of emerging risk allowing appropriate preventative measures to be put in place.

2. FINANCIAL IMPLICATIONS:

The project will be funded by stage payments amounting to £20,000, made quarterly in advance. Monitoring will be undertaken via quarterly return submitted to the OPCCN by the provider within 28 days of the conclusion of the relevant period.

3. OTHER IMPLICATIONS AND RISKS:

None.

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?	Yes
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 3.7.2014

Service Level Agreement – Norfolk and Suffolk Victim Support Services

Letter of Agreement between Office of the Police and Crime Commissioner for Norfolk (OPCCN) and Norfolk and Suffolk Victim Support Services

This agreement is made on 1st of June 2014

Between:

- (1) OPCCN, Building 8, Jubilee House, Falconers Chase, Wymondham, NR18 0WW.
- (2) Norfolk and Suffolk Victim Support Services. (The project Lead)

Background to this agreement

1. The purpose of this agreement is to enable the continuation of a project for the period 1st June, 2014 until 31 March 2015, by payment of a Crime and Disorder Reduction Grant from OPCCN of £20,000. 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 1st June 2014 until 31 March 2015. OPCCN will not be responsible for arranging or providing funding for the project after 31 March 2015.

2. Activities

- 2.1. The Project Lead is allocated the Crime and Disorder Reduction Grant of £20,000 for provision of the project and activities.
- 2.2. The Project Lead shall provide 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 budget information.

- 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 for the first 9 months of the year to reach OPCCN not later than 20 working days **before** the 31 March.
- 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 the project in the event of unsatisfactory performance or non-delivery of agreed outcomes.
- 5.3. In the event of the OPCCN deciding to terminate prior to 31 March 2015, an exit strategy will be agreed between the parties, ensuring that reasonable notice is provided.

6. Payments

- 6.1. Subject to the Project Lead complying with its obligations under this Agreement. OPCCN shall make payments to the Project Lead quarterly in advance, unless alternative arrangements have been agreed, in writing.
- 6.2. Invoices from the Project Lead shall detail the grant expenditure incurred in the previous period.
- 6.3. At the end of the grant period a final invoice will be required, summarising the total actual eligible expenditure incurred, not exceeding the value of the grant.
- 6.4. 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 amount claimed, up to the value of the grant, within 20 working days.
- 6.5. No payments will be made unless the quarterly written progress report has been received by OPCCN and an invoice received¹.
- 6.6. The Project Lead shall identify any potential under or overspend, and notify this to OPCCN at the earliest opportunity.

¹ Invoices must be sent to: Claire Buckley, OPCCN, Building 8, Jubilee House, Falconers Chase, Wymondham, Norfolk NR18 0WW

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.
- 8.3. If OPCCN retains any underspend, it shall be entitled to retain any interest earned thereon.

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 relevant 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.

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 - STOICES

Position: CEO

Date: 3-7-2014

Signed for and on behalf of Victim Support



Name: Kate Piles

Position: Divisional Manager

Date: 30/6/14

Annex A

Service Level Agreement (SLA) for the provision of support to victims of domestic abuse, referred to the service by the Norfolk Constabulary having been subject of a recorded domestic abuse crime.

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

Norfolk and Suffolk Victim Support Services (The project lead), will be responsible for the delivery of the project to provide improved safety for those victims of a domestic abuse crime, where the level of risk is judged to have been 'standard' at the time of recording or determined as medium following a secondary risk assessment.

Norfolk and Suffolk Victim Support Services will use their specialist resources to contact all victims of domestic abuse, who are the subject of domestic abuse crimes referred to them by the Norfolk Constabulary where the risk level is recorded as standard or determined as medium following as secondary risk assessment. They will use their expertise and experience to deliver support and safety planning to each victim who is contacted.

Outcomes and Performance Targets

Agreement relating to the referral and processing of Domestic Violence cases

Victim Support and Norfolk Constabulary have both adopted the Home Office and ACPO agreed definition of domestic violence.

Any incident or pattern of incidents of controlling, coercive or threatening behaviour, violence or abuse between those aged 16 or over who are or have been intimate partners or family members regardless of gender or sexuality. This can encompass but is not limited to the following types of abuse:

- *psychological*
- *physical*
- *sexual*
- *financial*
- *emotional*

Controlling behaviour is: a range of acts designed to make a person subordinate and/or dependent by isolating them from sources of support, exploiting their resources and capacities for personal gain, depriving them of the means needed for independence, resistance and escape and regulating their everyday behaviour.

*Coercive behaviour is: an act or a pattern of acts of assault, threats, humiliation and intimidation or other abuse that is used to harm, punish, or frighten their victim.***

**This definition includes so called 'honour' based violence, female genital mutilation (FGM) and forced marriage, and is clear that victims are not confined to one gender or ethnic group.*

1. Norfolk Constabulary will include all cases of crimed domestic violence incidents where the victim has consented to their details being shared with Victim Support with the daily automatic data transfer to the Victim Support of crime victims' details as covered by the main data sharing agreement.
2. Specialist Victim Support Domestic Violence staff based in Norwich will preview all cases referred by Norfolk Constabulary using the Norfolk Constabulary Crime Information System (CIS) to establish the initial level of risk determined by the CAADA² Domestic Abuse, Stalking and Harassment Risk Identification Checklist (DASH), safe contact details and other relevant information to protect victim safety. Access to the Norfolk Constabulary CIS is restricted to named Victim Support staff who are vetted and trained in accordance with a separate agreement.
3. Victim Support will not initially contact any cases where the DASH risk level is medium or high.
4. Victim Support will attempt contact by telephone in all cases where the initial DASH risk level is standard. Victim Support policy precludes contacting domestic violence victims by letter because of the associated safety risks.
5. Details of cases where it has not been possible to contact the victim will be sent weekly by Victim Support to the Norfolk Constabulary named contact using secure email so that Norfolk Constabulary can consider if there are any welfare concerns that require further action. Data relating to these cases will be removed from the Victim Support Case Management system after six weeks.
6. Victim Support specialist staff will check Norfolk Constabulary CIS for secondary risk assessments relating to those cases that were initially assessed as medium risk. Victim Support will attempt contact with all cases where the secondary risk level is standard or medium and include these in the weekly list above if contact is not established.
7. Victim Support will offer support to all cases contacted successfully. If the victim declines support, Victim Support will provide safety planning advice and details of contact numbers for the National Domestic Violence Helpline, Victim Support Regional Victim Care Unit and other local support agencies and services, making positive referrals on behalf of the victim where appropriate. Data relating to these cases will be removed from the Victim Support Case Management system after six weeks.
8. Follow up calls will be offered by Victim Support if a victim is unsure whether they wish to receive support or not. These may continue for several weeks until the victim has determined which course of action they would like to pursue.

² Co-ordinated Action Against Domestic Abuse

9. If a victim wishes to receive on-going emotional, practical or advocacy support from a Victim Support caseworker, a further DASH risk assessment will be carried out by Victim Support with the victim.
10. If the DASH risk level is high then the victim will be advised that their details will be referred to a MARAC³ conference and passed to the Norfolk Constabulary MARAC Co-ordinator and the Norfolk Constabulary IDVA service to provide the support required. Victim Support will not provide a service in those cases unless a short term telephone holding service is required prior to the MARAC meeting. Norfolk Constabulary will advise if this is required.
11. If the DASH risk level is medium or standard, Victim Support will provide a CAADA accredited trained support service to that victim. During the period of support, risk will be continuously monitored and if it rises to a DASH high level action as outlined in paragraph 10 will be followed.

³ Multi Agency Risk Assessment Conference