



# OFFICE OF THE POLICE & CRIME COMMISSIONER FOR NORFOLK

**ORIGINATOR:** Chief Executive

**DECISION NO.** 2014/08

**REASON FOR SUBMISSION:** For Decision

**SUBMITTED TO:** Police and Crime Commissioner

**SUBJECT:** Victims Panel

**SUMMARY:**

The Norfolk Police and Crime Commissioner has a legal responsibility for obtaining the views of the community and, in particular, the views of victims of crime, in setting the Police and Crime Plan and concerning the policing of the area. During 2014, the PCC will obtain national funding to commission local services for victims and therefore, the creation of a Victims Panel, which will be administered by Victim Support, will present an opportunity to better understand the needs of victims within Norfolk to enable the PCC to commission services appropriately.

**RECOMMENDATION:**

It is recommended that the PCC for Norfolk endorses the awarding of a Crime and Disorder Reduction Grant to Victim Support for the creation and administration of a Victims Panel.

**OUTCOME/APPROVAL BY:** PCC

The recommendations as outlined above are approved.

**Signature**

**Date** 31<sup>st</sup> March 2014

## 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 Police and Crime Commissioner has a legal responsibility for obtaining the views of the community and, in particular, the views of victims of crime in setting the Police and Crime Plan and concerning the policing of the area. The PCC has specific responsibility to obtain victim's views regarding policing and during 2014, will receive national funding to commission local services for victims.
- 1.3 The Victims Panel will present an opportunity for the PCC to better understand the needs of victims within Norfolk and enable him to commission services appropriately. It also provides an opportunity for the PCC to consult with victims on other issues, such as the determination of Community Remedies in accordance with the Anti-Social Behaviour, Crime and Policing Bill.
- 1.4 The Victims Panel will be administered by Victim Support. A Service Level Agreement is included at Appendix A.
- 1.5 Victim Support will recruit, support and maintain a Norfolk Victims Panel of at least 100 people who have been victims of crime. This panel will include victims who have not reported the crime to the police, as well as those who have. All panel members will have access to support from Victim Support's core service for victims of crime at any time if they require it.
- 1.6 Panel members will receive regular briefings and communications from the Office of the Police and Crime Commissioner for Norfolk (OPCCN) and participate in either some or all of the following types of surveys; electronic, telephone or focus groups. The subject of these surveys will be determined by the OPCCN and the best method of conducting the survey will be agreed between Victim Support and OPCCN on a case by case basis. E-survey links will also be distributed to partner organisations and can be promoted on the PCC website etc. as well to increase numbers. Dependent on the information required, it may also be possible to build in some of the findings from Victim's Support's own service-user consultation.

- 1.7 During the year, three electronic surveys, two telephone surveys and two focus groups will be undertaken. On completion of each survey, a written report will be provided to summarise the findings. Data will also be available for extraction of further information as required.
- 1.8 The outputs from Victim Support will be:
- Provide, manage and administer an on-line panel of 100 people for three surveys per year
  - Provide, manage and administer a telephone panel of 60 people for two surveys per year
  - Build, manage and administer a database for the above
  - Survey appropriate panel members as required by the PCC
  - Produce survey reports to the PCC from the above panels as required
  - Organise, manage and administer up to two focus groups a year for the PCC
  - Work with other appropriate agencies to ensure suitable and appropriate attendees at the focus groups
  - Supply 10/20 appropriate victims for each of the above focus groups
- 1.9 The outcomes from the Panel will enable the PCC to:
- Be better informed about the views of victims of crime
  - Consult with victims on specific issues or concerns
  - Receive feedback on how services can be improved for victims
  - Commission victims' services to meet the needs of victims
  - Meet his statutory duties in relation to victims of crime
  - Fulfil the role of Norfolk Victims Champion

## **2. FINANCIAL IMPLICATIONS:**

- 2.1 The Panel will be funded by a grant payment of £9,900.
- 2.2 The costs will cover the recruitment, support and maintenance of the panel, including issuing regular communications provided by the OPCCN and they also include all preparation, delivery, collation and reporting on each survey.

## **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.

<b>ORIGINATOR CHECKLIST (MUST BE COMPLETED)</b>	<b>PLEASE STATE 'YES' OR 'NO'</b>
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?	No
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** 31<sup>st</sup> March 2014

## Service Level Agreement –

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

This agreement is made on 31st of March 2014

#### Between:

- (1) OPCCN, Building 8, Jubilee House, Falconers Chase, Wymondham, NR18 0WW.
- (2) Victim Support (“the Project Lead”)

#### Background to this agreement

1. The purpose of this agreement is to enable the creation of a Norfolk Police and Crime Commissioner’s Victim Panel for the period 1 April 2014 until 31 March 2015, by payment of a Crime and Disorder Reduction Grant from OPCCN of £9900. 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 of 31 March 2015. This period of time provides the opportunity for the OPCCN to the value of the Victims Panel in supporting the PCC’s duty to consult with victims and whether to continue funding after 31 March 2015.

##### 2. Activities

- 2.1. The Project Lead is allocated the Crime and Disorder Reduction Grant of £9900 for provision of the Victims Panel and activities.
- 2.2. The Project Lead shall provide the panel 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 panel 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 performance targets of the project and the grant provided.
- 3.2. Surveys will take place at least quarterly. The Project Lead is responsible for providing written reports on each survey conducted.
- 3.3. Survey reports shall be completed by the Project Lead within 20 working days following the end of each survey. 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 to reach OPCCN not later than 20 working days **before** the end date of 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. Regular 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. OPCCN shall make a payment to the Project Lead of the full grant amount of £9,900.
- 6.2. The invoice from the Project Lead shall detail the grant expenditure to be incurred during the period of the project.<sup>1</sup>
- 6.3. 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.

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

## **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. 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.

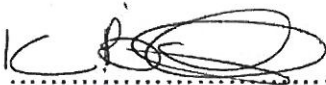


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Name: M. Stiles.....

Position: LEO.....

Date: 31.3.14.....

Signed for and on behalf of Victim Support



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Name: Kate Biles.....

Position: Divisional Manager

Date: 31st March 2014

## **Annex A**

Service Level Agreement (SLA) for the creation of a Norfolk Police and Crime Commissioners Victims Panel to support the duty of the PCC to consult with victims.

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

### **Project Lead**

Victim Support

Activities planned 2014/15 include

1. To recruit a victims panel of at least 100 people
2. To carry out three electronic surveys
3. To carry out two telephone surveys
4. To carry out two focus groups

### **Outcomes and Performance Targets**

The PCC has a legal responsibility for obtaining the views of the community and, in particular, the views of victims of crime, concerning the policing of the area. The PCC has a specific responsibility to obtain victim's views regarding policing and during 2014, will receive national funding to commission local services for victims. This project therefore presents the opportunity to better understand the needs of victims within Norfolk to enable the PCC to commission services appropriately.

This project will enable the PCC to

- Be better informed about the views of victims of crime
- Consult with victims on specific issues or concerns
- Receive feedback on how services can be improved for victims
- Commission victims' services to meet the needs of victims
- Meet his statutory duties in relation to victims of crime
- Fulfil the role of Norfolk Victims Champion