



OFFICE OF THE POLICE & CRIME COMMISSIONER FOR NORFOLK

ORIGINATOR: Domestic Abuse and Sexual
Violence Coordinator

DECISION NO. 2014/09

REASON FOR SUBMISSION: For Decision

SUBMITTED TO: Police and Crime Commissioner

SUBJECT: Leeway Domestic Violence and Abuse Services Training delivery to GPs -
Crime and Disorder Reduction Grant (Victims Preparatory Fund)

SUMMARY:

This Crime and Disorder Reduction Grant will be used to ensure the delivery of specialised domestic abuse awareness training to General Medical Practitioners and associated medical practice staff in GP practices across Norfolk.

The two Domestic Homicide Reviews for Norfolk, published in autumn 2013, identified the urgent need for awareness training to be delivered to all GP practices across Norfolk, thus reducing the risk of harm to victims. This training was commenced by Leeway Domestic Violence and Abuse Services (Leeway) in December 2013.

To continue the delivery of this training and secure delivery to all practices across the county funding amounting to £17,505 is required.

Leeway will be responsible for arranging and delivering the training 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 training to Norfolk GP practices and endorses this crime and disorder reduction grant.

OUTCOME/APPROVAL BY: PCC

The recommendation as outlined above is approved.

Signature

Date 31st March 2014

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 Following domestic homicides in South Norfolk and North Norfolk occurring in 2012, the subsequent Domestic Homicide Reviews (DHR), highlighted that there were issues around the awareness of health professionals of the dangers surrounding domestic abuse.
- 1.5 The recommendations from the reviews, published in autumn 2013, made it clear that it is essential that GP's and their staff be equipped to recognise symptoms of domestic abuse, and to feel able to ask the question of the patient to establish if domestic abuse is present. They also need to understand the referral process into appropriate support and the associated risks to the victim of intervention and no intervention.
- 1.6 Within Norfolk there are 115 GP practices across 5 Clinical Commissioning Groups (CCGs), it is necessary for each of these practices to receive an appropriate level of awareness training in recognising and referring domestic abuse, this training has already begun.
- 1.7 Training for Domestic abuse within Norfolk has, over recent years, been provided by individual trainers taken from a number of the agencies making up the partners of the county Domestic Abuse and Sexual Violence Board (DASVB). This training has been administered via the DASVB Training and Communications sub group. The level of training this group is able to provide is capacity and time limited and may be seen only as maintenance training.
- 1.8 The training need highlighted as essential and urgent within the DHR recommendations requires a formalised provision not achievable within the DASVB training programme. In order that the training need is met in line with the requirements of the DHR action plan, and the responsible person; the Norfolk Community Safety Partnership Chair, positive action must be taken.

- 1.9 Leeway Domestic Violence and Abuse Services, is a voluntary, non- profit making organisation. They have established themselves as the only providers of multi- agency domestic abuse awareness training, including Female genital mutilation and honour based violence, within Norfolk. In addition they provide the 24 hour referral pathway and support necessary following front line disclosure, e.g. to GPs, including 24 hour bed space.
- 1.10 Following the findings of the DHRs, Leeway have begun delivering bespoke GP and health professional domestic abuse training, taking this out to GP surgeries to secure the best possible attendance of delegates. In order to continue with this training and ensure full and comprehensive coverage across Norfolk, Leeway has engaged a dedicated domestic abuse and domestic violence specialist and trainer. The first training session to take place was attended by 55 delegates.

2. FINANCIAL IMPLICATIONS:

The project will be funded by one single payment of £17,500, made 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 31st March 2014

Service Level Agreement

Letter of Agreement between Office of the Police and Crime Commissioner for Norfolk (OPCCN) and Leeway Domestic Violence and Abuse Services

This agreement is made on 31st of March 2014

Between:

- (1) OPCCN, Building 8, Jubilee House, Falconers Chase, Wymondham, NR18 0WW.
- (2) Leeway Domestic Violence and Abuse Services, Po Box Leeway, City Hall, Norwich, NR2 1NH

Background to this agreement

1. The purpose of this agreement is to enable the extension of a training programme, part funded by Health for the period 1 April 2014 until the terms of this SLA are fully met, by payment of a Crime and Disorder Reduction Grant from OPCCN of £17,505. 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 beyond 31 March 2015. This period of time provides the opportunity for the Project Lead and relevant agencies to establish an realistic and achievable end date. 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 £.17,505 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 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 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 the agreed end date an exit strategy will be agreed between the parties, ensuring that reasonable notice is provided.

6. Payments

- 6.1. The OPCCN will make one single payment to the project service provider at the commencement of the project.
- 6.2. Invoice from the Project Lead shall detail the grant expenditure for the full duration of the project
- 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 20 working days.
- 6.4. 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.
- 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.


.....
Name: MARK SPICIS
Position: CEO
Date: 31/03/2014

Signed for and on behalf of Leeway Domestic Violence and Abuse Services


.....
Name: Mandy Proctor
Position: Chief Executive
Date: 31/03/2014

Annex A

Service Level Agreement (SLA) for the delivery of domestic abuse awareness training to doctors and associated staff within the 115 GP practices across Norfolk.

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

Emma Nurse..... is the training lead for Leeway Domestic Violence and Abuse Services (Leeway) and will be responsible for the delivery of this GP training programme.

Leeway will use their specialist training resources to engage with all GP Practices across Norfolk, establishing an awareness training delivery schedule that facilitates maximum delegate attendance at the agreed training events. Scheduling will be structured in such a way as to achieve training coverage in the shortest possible time, taking account of the constraints imposed by the GP Practices.

Outcomes and Performance Targets

To provide the knowledge to front line medical practitioners and support staff that will enable them to respond appropriately to patients who may be presenting with symptoms of domestic violence or abuse. This will include feeling confident to ask the patient if they are being subjected to such abuse.

To provide the practitioner with an understanding of the referral pathways and support that is available for those patients who do disclose abuse.

To see an increase in the number of referrals being made to the police and support agencies from the county's GP practices, this may include direct referrals to MARAC where appropriate.

Progress will be measured and recorded quarterly and/or on the achievement of agreed milestones.

- The number of GP Practices who have received training input in the relevant quarter.
- The rate at which the training is being successfully rolled out.
- The number of referrals being made from those Practices that have received the training
- The amount of information and referrals being made from GP practices to the MARAC
- The feedback from patients who have disclosed to their GP or member of the practice staff.