



OFFICE OF THE POLICE & CRIME COMMISSIONER FOR NORFOLK

ORIGINATOR: Chief Executive

DECISION NO. 2014/10

REASON FOR SUBMISSION:

For Decision

SUBMITTED TO:

Police & Crime Commissioner (PCC)

SUBJECT:

Leeway and Orwell Housing Independent Domestic Violence Advocates - Crime and Disorder Reduction Grants

SUMMARY:

This Paper relates to Crime and Disorder Reduction Grants to Leeway and Orwell Housing for the continuation of Norfolk Independent Domestic Violence Advocate Services for a further year, from 1 April 2014 until 31 March 2015.

RECOMMENDATION:

It is recommended that the PCC for Norfolk, endorses the Crime and Disorder Reduction Grants to Leeway and Orwell Housing for the continuation of IDVA services until 31 March 2015.

OUTCOME/APPROVAL BY: PCC

The above request has my approval

Signature

J.W. Bell

Date *30/4/14*

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 PCC previously made a Crime and Disorder Reduction Grant to Leeway of £161,250 and to Orwell Housing of £41,250 to provide IDVA services from 1 April 2013 until 31 March 2014. Service Level Agreements (SLA) was developed and both providing organisations have submitted update reports to the PCC, demonstrating consistent performance over the year.
- 1.3 This Paper relates to the continuation of these services for a further year until 31 March 2015 by way of extending the SLAs.
- 1.4 In common with over Local Policing Bodies in England and Wales, the PCC will take over responsibility from the Ministry of Justice for commissioning the majority of emotional and practical support services for victims of crime from 1 October 2014. The Office of the Police and Crime Commissioner for Norfolk is currently working with the Offices of the other PCCs in the Eastern Region to explore options for the referral and delivery of future victims' services. The extending of the funding for Norfolk IDVA services until 31 March 2015 will therefore enable continuity of service provision while options for future funding are developed with partner organisations.

2. FINANCIAL IMPLICATIONS:

- 2.1 In accordance with the SLAs at Appendix A (Leeway) and B (Orwell Housing) the services will be funded by 4 quarterly payments to each provider, following receipt of 3 monthly progress reports.

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?	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

30.4.14

Service Level Agreement – Leeway Independent Domestic Abuse Advocacy (IDVA) Service

**Letter of Agreement between Office of the Police and Crime Commissioner for
Norfolk (OPCCN) and Leeway Independent Domestic Abuse Advocacy (IDVA)
Service**

This agreement is made on 1 of April 2014

Between:

- (1)** OPCCN, Building 8, Jubilee House, Falconers Chase, Wymondham, NR18 0WW.
- (2)** Leeway Domestic Violence and Abuse Services, a company registered with number 03208084, PO Box Leeway, City Hall, Norwich, NR2 1NH (“the Project Lead”)

Background to this agreement

1. The purpose of this agreement is to enable the continuation of a project for the period 1 April 2014 until 31 March 2015, by payment of a Crime and Disorder Reduction Grant from OPCCN of £161,250 per annum. 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 1 April 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 £161,250 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, following receipt of the quarterly progress reports, 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.

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.

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

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.

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.

A.W. Bett
.....

Name: *BETT*

Position: *PCC*

Date: *30/4/14*

Signed for and on behalf of Leeway

Mandy Proctor
.....

Name: *MANDY PROCTOR*

Position: *CEO*

Date: *16th April 2014*

Annex A

Service Level Agreement (SLA) for the provision of Independent Domestic Abuse Advocacy Services (IDVA) in Norfolk.

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

Project Lead

- The Project Lead will provide an IDVA service that will aspire to the Coordinated Action Against Domestic Abuse (CAADA) Leading Lights service standards for IDVAs: It will include – Policies and procedures in terms of using the Domestic Abuse Stalking Harassment (DASH 2009) Risk Indicator Checklist, Safety Planning, Individual Support Plans, Supervision, Case Management and Information sharing.
- The Project Lead shall ensure that staff maintain appropriate records that are up to date on MODUS.
- The Project Lead shall explain to OPCCN any reasons why delivery is not in-line with this Agreement and set out measures that will be put in place to rectify performance e.g. staffing issues such as long term sickness which will affect performance on project outcomes.
- The Project Lead shall explain why variances against agreed deliverables (i.e. spend and outputs) have occurred and set out appropriate measures that will be put in place to rectify any under-performance.
- The Project Lead shall attend any review meetings with OPCCN as are reasonably required. Feedback agreed from these meetings shall be implemented within agreed time-scales.
- The Project Lead shall keep detailed records, which cover the range of performance information as set out in this Agreement, as well as ensuring that the IDVA service has appropriate policies and procedures in place, for training, supervision and case management.
- The Project Lead shall ensure that the IDVA service contributes to any Domestic Homicide Review (DHR), and that all relevant paperwork is contained and produced in terms of the DHR Protocol.
- 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.

Summary IDVAs (refer to the Norfolk IDVA Toolkit for in depth guidance)

The IDVAs have a key operational target to reduce the number of repeat high risk cases coming to the Multi Agency Risk Assessment Conference (MARAC).

- The IDVA shall only work with those high risk victims that meet the MARAC threshold identified by the MARAC steering group.
- Ensure that victims referred to the service are contacted within 25 hours of receipt of referral.
- Carry out Association of Chief Police Officers (ACPO) DASH risk indicator checklist, (if not already done), if high risk - safety planning and refer to MARAC- on all victims above the age of 16. Make referrals to the most appropriate service (if not high risk).

- Carry out joint risk assessments with other specialist agencies, i.e. drug and alcohol agencies, Black and Minority Ethnic (BME) community organisations as appropriate.
- Be the victim's representative at the MARAC by working alongside the victim to understand their needs and devise a support plan.
- Ensure that statutory responses are made in terms of child protection/vulnerable adult.
- Arrange referrals to refuge or emergency housing, where appropriate.
- Provide appropriate support as reasonably required within the criminal and civil justice systems.
- Liaise with partners to develop appropriate monitoring systems and service user feedback procedures.
- Ensure that the appropriate case management procedures are followed – and MODUS is updated.
- Record all contacts with clients.
- Regularly review (minimum quarterly, or sooner if circumstances change) the risk status of clients, amend and update records.
- Maintain accurate and up to date casework records for each client. Ensure that all paperwork in relation to clients is stored in a suitable locked cabinet.
- Ensure that the CAADA 8 Principles (below) are adhered to.

Partnership

- IDVA's will build relationships with key agencies. The success of the service rests on the multi-agency partnership between relevant organisations to ensure the victim's safety.
- IDVAs will be aware of what services are available to clients in their area.
- IDVAs will have an institutional advocacy role i.e. refer any issues or concerns regarding a potential adverse impact to their manager.
- IDVAs will contribute to safety planning for high risk victims as part of the multi-agency safeguarding hub (MASH).

Diversity

- IDVAs will work in partnership to support male and women victims of domestic violence including those who are Lesbian, Gay, Bisexual, Transgender, and Black, Minority Ethnic, Asian and Refugee victims.
- IDVAs will need to build partnerships to support victims of domestic abuse who have specialist needs in terms of ability/disability.
- IDVAs need to be aware of the cultural issues for high risk domestic abuse including factors of language barriers, isolation, and community pressure, social status, including forced marriage, female genital mutilation and honour based violence.

MARACs

- The IDVAs role at MARAC is to represent the views of the victim at the meeting and ensure the victim's voice is heard.
- The IDVA should bring any relevant information from the victim that would help the MARAC to create a safe and effective risk management plan. This could include information on level of risk, barriers to accessing support for the victim,

wishes of the victim (for example wishing to be re-housed locally), any upcoming appointments and content of previous contacts.

- IDVAs can also be tasked at a MARAC to give support to clients (other than those being presented by them at the MARAC).
- Work with the client to develop an individual safety plan – including liaising where possible between the client and partner agencies to ensure that the safety plan is indeed safe.
- IDVAs shall complete the research form with any relevant information. This can be done from the files or during contact with the victim if they are engaging with the service.
- Whether an IDVA discusses the MARAC with their client will depend on whether the IDVA believes it is safe to do so, or whether it would put the victim or any other party at greater risk. The principle that underpins MARAC is that the threshold of risk is so high that consent is not legally necessary from the victim to share information. In practice having the victims support for the process will almost always lead to a more successful outcome

Outcomes and Performance Targets

To reduce vulnerability, and support victims of domestic abuse.

- Contact all high risk victims that meet the MARAC threshold within 25 hours of receipt of referral
- Engage with 70% of referrals.

General Information

MARAC: Victims of domestic violence referred to a MARAC will be those who have been identified (often by the police) as high risk (i.e. of serious injury or of being killed) based on the DASH. MARACs are held at monthly/and or fortnightly intervals across the county, where information relevant to the immediate safety of the victim is shared. All cases that are reviewed at the MARAC should be flagged and tagged by the Police.

Once a case has been taken to MARAC it remains flagged as a MARAC case for a total of 12 months after the most recent MARAC review. For example, if a case is seen at a MARAC once only, in January, it will be flagged for 12 months after this date. If this case is then reviewed at the same MARAC in the April of the same year, then the case will be flagged for 12 months from April.

Repeat Cases

A repeat case occurs when a case that is reviewed at MARAC has also been reviewed at the same MARAC within the preceding 12 months (from the review).

Each repeat case shall also be counted each time an incident involving criminal behaviour takes place, and the case is therefore reviewed within the given 12 month period (i.e. if a case first comes to MARAC in January and then is reviewed in February and July then this will count as two repeats).

All MARAC reviews are a consequence of at least one incident being reported to at least one MARAC agency and that the incident involves:

- Violence or threats of violence; and/or
- Where there is a pattern of stalking or harassment (the repeated following or communication with or other intrusions on the privacy of a victim) and or
- Where rape or sexual abuse is disclosed.

N.B. The repeat incident can be flagged by any of the agencies involved in the MARAC. Multiple incidents occurring between MARAC meetings only result in one MARAC review.

It is possible for a case to go to MARAC where there is more than one perpetrator. This is counted as one case and will be reviewed if there are any incidents with any of the named perpetrators. However, if the victimisation of an individual by a named perpetrator in a MARAC case stops and then that individual is victimised by another person this would be a 'new' MARAC case and not a repeat.

The following do not constitute a repeat case:

- Where a case is reviewed at the MARAC involving the same victim but a different perpetrator or group of perpetrators;
- Where a case is reviewed at the MARAC involving the same perpetrator but a different victim;
- Where an incident not involving criminal behaviour occurs and is therefore not reviewed at MARAC;
- Where the same combination of victim and perpetrator is involved, but being reviewed at a different MARAC. This is clearly a repeat incident in human terms, however will not be recorded as such for the purposes of this indicator;
- Cases which are discussed at a MARAC meeting but for information purposes only (e.g. imminent release of perpetrator from prison; perpetrator begins IDAP);
- Cases which were previously reviewed at the MARAC more than 12 months ago.

IDVA Principles

Principle 1: Safety

Safety of the client, their children, any other vulnerable associate, and of the IDVA is the highest priority at all times.

Principle 2: Risk

The focus of the IDVA project is to give a premium service to high risk clients.

Principle 3: Diversity

The project will respect the diversity of the community in which it works and apply anti-discriminatory practice to all aspects of their work and support clients to access its services on an equitable basis.

Principle 4: Dynamics of Domestic Violence

Underpinning all work with clients is the understanding that domestic violence is unacceptable and an abuse of human rights. Domestic violence is a pattern of coercive and controlling behaviour where the abuser, wishing to dominate the survivor, uses violence in order to establish and maintain authority and power.

Principle 5: Independence

The primary role of the IDVA is to advise and support the client to ensure their increased safety. The independence of advocacy from any particular agency is necessary in achieving this aim.

Principle 6: Accountability of Stakeholders

The management of the project ensures that staff are well managed and supported in their work, the funds have been used in a transparent way that promotes sustainability, and that quality of service to the client is maintained at all times.

Principle 7: Coordination

The project recognises that multi-agency work is key to providing the most effective service to victims of domestic abuse, promotes a co-ordinated response, and works to improve policies, procedures and practices of all partner agencies.

Principle 8: Respect

All clients and staff of the service are treated with respect, dignity and sensitivity and the service adheres to the code of ethics which upholds the seven principles of public life namely openness, honesty, integrity, accountability, selflessness, objectivity and leadership.

Service Level Agreement – Orwell Housing Independent Domestic Abuse Advocacy (IDVA) Service

Letter of Agreement between Office of the Police and Crime Commissioner for Norfolk (OPCCN) and Orwell Housing

This agreement is made on 1 of April 2014

Between:

- (1) OPCCN, Building 8, Jubilee House, Falconers Chase, Wymondham, NR18 0WW.
- (2) Orwell Housing, Crane Hill Lodge, 325 London Road, Ipswich IP2 0BE (“the Project Lead”)

Background to this agreement

1. The purpose of this agreement is to enable the continuation of a project for the period 1 April 2014 until 31 March 2015, by payment of a Crime and Disorder Reduction Grant from OPCCN of £41,250 per annum. 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.
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- location of the asset;
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- 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.

..... *S.W. Bett*

Name: *S.W. BETT*

Position: *FCC*

Date: *30-04-2014*

Signed for and on behalf of Orwell Housing

..... *Paul Kingdon*

Position: *Director of Housing + Care Services*

Date: *29 April 2014*

Annex A

Service Level Agreement (SLA) for the provision of Independent Domestic Abuse Advocacy Services (IDVA) in Norfolk.

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

Project Lead

- The Project Lead will provide an IDVA service that will aspire to the Coordinated Action Against Domestic Abuse (CAADA) Leading Lights service standards for IDVAs: It will include – Policies and procedures in terms of using the Domestic Abuse Stalking Harassment (DASH 2009) Risk Indicator Checklist, Safety Planning, Individual Support Plans, Supervision, Case Management and Information sharing.
- The Project Lead shall ensure that staff maintain appropriate records that are up to date on MODUS.
- The Project Lead shall explain to OPCCN any reasons why delivery is not in-line with this Agreement and set out measures that will be put in place to rectify performance e.g. staffing issues such as long term sickness which will affect performance on project outcomes.
- The Project Lead shall explain why variances against agreed deliverables (i.e. spend and outputs) have occurred and set out appropriate measures that will be put in place to rectify any under-performance.
- The Project Lead shall attend any review meetings with OPCCN as are reasonably required. Feedback agreed from these meetings shall be implemented within agreed time-scales.
- The Project Lead shall keep detailed records, which cover the range of performance information as set out in this Agreement, as well as ensuring that the IDVA service has appropriate policies and procedures in place, for training, supervision and case management.
- The Project Lead shall ensure that the IDVA service contributes to any Domestic Homicide Review (DHR), and that all relevant paperwork is contained and produced in terms of the DHR Protocol.
- 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.

Summary IDVAs (refer to the Norfolk IDVA Toolkit for in depth guidance)

The IDVAs have a key operational target to reduce the number of repeat high risk cases coming to the Multi Agency Risk Assessment Conference (MARAC).

- The IDVA shall only work with those high risk victims that meet the MARAC threshold identified by the MARAC steering group.
- Ensure that victims referred to the service are contacted within 25 hours of receipt of referral.
- Carry out Association of Chief Police Officers (ACPO) DASH risk indicator checklist, (if not already done), if high risk - safety planning and refer to MARAC- on all victims above the age of 16. Make referrals to the most appropriate service (if not high risk).
- Carry out joint risk assessments with other specialist agencies, i.e. drug and alcohol agencies, Black and Minority Ethnic (BME) community organisations as appropriate.

- Be the victim's representative at the MARAC by working alongside the victim to understand their needs and devise a support plan.
- Ensure that statutory responses are made in terms of child protection/vulnerable adult.
- Arrange referrals to refuge or emergency housing, where appropriate.
- Provide appropriate support as reasonably required within the criminal and civil justice systems.
- Liaise with partners to develop appropriate monitoring systems and service user feedback procedures.
- Ensure that the appropriate case management procedures are followed – and MODUS is updated.
- Record all contacts with clients.
- Regularly review (minimum quarterly, or sooner if circumstances change) the risk status of clients, amend and update records.
- Maintain accurate and up to date casework records for each client. Ensure that all paperwork in relation to clients is stored in a suitable locked cabinet.
- Ensure that the CAADA 8 Principles (below) are adhered to.

Partnership

- IDVA's will build relationships with key agencies. The success of the service rests on the multi-agency partnership between relevant organisations to ensure the victim's safety.
- IDVAs will be aware of what services are available to clients in their area.
- IDVAs will have an institutional advocacy role i.e. refer any issues or concerns regarding a potential adverse impact to their manager.
- IDVAs will contribute to safety planning for high risk victims as part of the multi-agency safeguarding hub (MASH).

Diversity

- IDVAs will work in partnership to support male and women victims of domestic violence including those who are Lesbian, Gay, Bisexual, Transgender, and Black, Minority Ethnic, Asian and Refugee victims.
- IDVAs will need to build partnerships to support victims of domestic abuse who have specialist needs in terms of ability/disability.
- IDVAs need to be aware of the cultural issues for high risk domestic abuse including factors of language barriers, isolation, and community pressure, social status, including forced marriage, female genital mutilation and honour based violence.

MARACs

- The IDVAs role at MARAC is to represent the views of the victim at the meeting and ensure the victim's voice is heard.
- The IDVA should bring any relevant information from the victim that would help the MARAC to create a safe and effective risk management plan. This could include information on level of risk, barriers to accessing support for the victim, wishes of the victim (for example wishing to be re-housed locally), any upcoming appointments and content of previous contacts.
- IDVAs can also be tasked at a MARAC to give support to clients (other than those being presented by them at the MARAC).

- Work with the client to develop an individual safety plan – including liaising where possible between the client and partner agencies to ensure that the safety plan is indeed safe.
- IDVAs shall complete the research form with any relevant information. This can be done from the files or during contact with the victim if they are engaging with the service.
- Whether an IDVA discusses the MARAC with their client will depend on whether the IDVA believes it is safe to do so, or whether it would put the victim or any other party at greater risk. The principle that underpins MARAC is that the threshold of risk is so high that consent is not legally necessary from the victim to share information. In practice having the victim's support for the process will almost always lead to a more successful outcome

Outcomes and Performance Targets

To reduce vulnerability, and support victims of domestic abuse.

- Contact all high risk victims that meet the MARAC threshold within 25 hours of receipt of referral
- Engage with 70% of referrals.

General Information

MARAC: Victims of domestic violence referred to a MARAC will be those who have been identified (often by the police) as high risk (i.e. of serious injury or of being killed) based on the DASH. MARACs are held at monthly/and or fortnightly intervals across the county, where information relevant to the immediate safety of the victim is shared. All cases that are reviewed at the MARAC should be flagged and tagged by the Police.

Once a case has been taken to MARAC it remains flagged as a MARAC case for a total of 12 months after the most recent MARAC review. For example, if a case is seen at a MARAC once only, in January, it will be flagged for 12 months after this date. If this case is then reviewed at the same MARAC in the April of the same year, then the case will be flagged for 12 months from April.

Repeat Cases

A repeat case occurs when a case that is reviewed at MARAC has also been reviewed at the same MARAC within the preceding 12 months (from the review).

Each repeat case shall also be counted each time an incident involving criminal behaviour takes place, and the case is therefore reviewed within the given 12 month period (i.e. if a case first comes to MARAC in January and then is reviewed in February and July then this will count as two repeats).

All MARAC reviews are a consequence of at least one incident being reported to at least one MARAC agency and that the incident involves:

- Violence or threats of violence; and/or
- Where there is a pattern of stalking or harassment (the repeated following or communication with or other intrusions on the privacy of a victim) and or

- Where rape or sexual abuse is disclosed.

N.B. The repeat incident can be flagged by any of the agencies involved in the MARAC. Multiple incidents occurring between MARAC meetings only result in one MARAC review.

It is possible for a case to go to MARAC where there is more than one perpetrator. This is counted as one case and will be reviewed if there are any incidents with any of the named perpetrators. However, if the victimisation of an individual by a named perpetrator in a MARAC case stops and then that individual is victimised by another person this would be a 'new' MARAC case and not a repeat.

The following do not constitute a repeat case:

- Where a case is reviewed at the MARAC involving the same victim but a different perpetrator or group of perpetrators;
- Where a case is reviewed at the MARAC involving the same perpetrator but a different victim;
- Where an incident not involving criminal behaviour occurs and is therefore not reviewed at MARAC;
- Where the same combination of victim and perpetrator is involved, but being reviewed at a different MARAC. This is clearly a repeat incident in human terms, however will not be recorded as such for the purposes of this indicator;
- Cases which are discussed at a MARAC meeting but for information purposes only (e.g. imminent release of perpetrator from prison; perpetrator begins IDAP);
- Cases which were previously reviewed at the MARAC more than 12 months ago.

IDVA Principles

Principle 1: Safety

Safety of the client, their children, any other vulnerable associate, and of the IDVA is the highest priority at all times.

Principle 2: Risk

The focus of the IDVA project is to give a premium service to high risk clients.

Principle 3: Diversity

The project will respect the diversity of the community in which it works and apply anti-discriminatory practice to all aspects of their work and support clients to access its services on an equitable basis.

Principle 4: Dynamics of Domestic Violence

Underpinning all work with clients is the understanding that domestic violence is unacceptable and an abuse of human rights. Domestic violence is a pattern of coercive and controlling behaviour where the abuser, wishing to dominate the survivor, uses violence in order to establish and maintain authority and power.

Principle 5: Independence

The primary role of the IDVA is to advise and support the client to ensure their increased safety. The independence of advocacy from any particular agency is necessary in achieving this aim.

Principle 6: Accountability of Stakeholders

The management of the project ensures that staff are well managed and supported in their work, the funds have been used in a transparent way that promotes sustainability, and that quality of service to the client is maintained at all times.

Principle 7: Coordination

The project recognises that multi-agency work is key to providing the most effective service to victims of domestic abuse, promotes a co-ordinated response, and works to improve policies, procedures and practices of all partner agencies.

Principle 8: Respect

All clients and staff of the service are treated with respect, dignity and sensitivity and the service adheres to the code of ethics which upholds the seven principles of public life namely openness, honesty, integrity, accountability, selflessness, objectivity and leadership.