



OFFICE OF THE POLICE & CRIME COMMISSIONER FOR NORFOLK

ORIGINATOR: Chief Executive

DECISION NO. 2014/21

REASON FOR SUBMISSION: For Decision

SUBMITTED TO: Police and Crime Commissioner

SUBJECT:

Victim-led Restorative Justice Hub

SUMMARY:

As part of the wider work to support victims and the reduction of re-offending and repeat victimisation, the government has given stronger focus to the work of restorative justice and conferencing. To support this, the government has provided funding for PCCs locally to build capacity to provide restorative justice interventions at all points on the criminal justice journey from community remedies to prison based conferencing. The Ministry of Justice (MoJ) has indicated that funding should be used to support and develop victim-offender conferencing (where safe and appropriate to do so) rather than more indirect forms of RJ.

The Norfolk and Suffolk PCCs have been working with Victim Support and have developed the concept of a Victim-led Restorative Justice Hub. The proposal is to provide a victim-led restorative justice hub which will enhance the existing provision by taking on the more complex, time-consuming cases, particularly those involving victims who are entitled to receive enhanced services under the Victims Code and victims of business crime. This will not include victims of the most serious crime that are being prosecuted through the court system, but will support victims who are persistently targeted or are vulnerable or intimidated. The hub will support these victims of adult offenders, particularly victims of hate crime, ASB and employees and owners of small businesses. It will not provide a service to victims of offenders who are under 18.

To deliver this proposal, the allocation of £49,926 is required from the MoJ Grant received by the Norfolk PCC. A copy of the signed Grant Agreement, which outlines the project, expected outcomes and costs (Schedules 2 and 3), is attached at Appendix A.

RECOMMENDATION:

It is recommended that the PCC approves the allocation of this grant money for the project described above.

OUTCOME/APPROVAL BY: PCC

The recommendations as outlined above are approved.

Signature

A. W. Bett

Date *25/7/14*

DETAIL OF THE SUBMISSION

1. Background

- 1.1 As part of the wider work to support victims and the reduction of re-offending and repeat victimisation, the government has given stronger focus to the work of restorative justice (RJ) and conferencing.
- 1.2 To support this, the government has provided funding for PCCs locally to build capacity to provide restorative justice interventions at all points on the criminal justice journey from community remedies to prison based conferencing.
- 1.3 The Ministry of Justice (MoJ) has indicated that funding should be used to support and develop victim-offender conferencing (where safe and appropriate to do so) rather than more indirect forms of RJ. Funding is made available to PCCs under the Domestic Violence, Crime and Victims Act 2004 – which is intended for victims of crime. PCCs may take responsibility for commissioning pre-sentence RJ in accordance with provisions under the Crime and Courts Act 2013 to defer sentence to allow for a restorative justice process to take place.

2. Restorative Justice Action Plan

- 2.1 The national RJ action plan recommends that the RJ process 'has to be led by the victim and be on their terms. If it doesn't work for the victim, then it should not happen'. It suggests that restorative approaches should not have the effect of complicating the victim journey. The plan states that those involved in victim contact and support should have a high level of training and awareness about restorative approaches and victim issues in order to generate interest, facilitate victim engagement and ensure maximum take-up.

3. Victims Code

- 3.1 The Victims Code places a responsibility on providers to offer restorative justice as a pathway for victims, and which they can access at any stage in their journey through the criminal justice process. The Code promotes a coordinated approach and clear referral routes to ensure easy access for victims who may benefit from restorative approaches.

4. Norfolk and Suffolk Police and Crime Plans

- 4.1 The Norfolk PCC has also identified restorative approaches as a priority in his plan, stating "By preventing crime occurring, making interventions at the earliest opportunity, encouraging victims to report at an early stage and providing high-quality services to victims, *victim-focussed restorative approaches* provide particular opportunities, both in this respect and in furthering community cohesion." The plan includes a commitment to promote the use of restorative approaches that have been shown to help reduce reoffending and assist victims.
- 4.2 The use of restorative justice to achieve long-lasting solutions is also one of the PCC's ten pledges to Norfolk people.
- 4.3 Tim Passmore, Suffolk PCC has stated in his Suffolk Police and Crime plan, "I will work with all colleagues to promote greater use of restorative justice where victims feel it would be of benefit to them." The plan states "Victims of crime are more likely to have confidence in the criminal justice system, more inclined

to report a crime and participate in restorative justice initiatives if they can access effective support from a variety of sources.” He has identified one of his objectives to improve trust and confidence in the criminal justice system by supporting victims and offenders to understand and engage with restorative justice processes.

5. Current situation in Norfolk and Suffolk

- 5.1 Partners across Norfolk aim to make the county fully restorative by 2015 through the Norfolk Restorative Approaches Strategy. Partners within Suffolk have developed the Suffolk Restorative Approaches Strategy which also aims to embed restorative practices within the county to build relationships, maintain relationships and repair relationships for individuals and communities when harm has been caused. Restorative Justice within the Criminal Justice arena forms an important part of both strategies.
- 5.2 A range of restorative approaches apply within both counties and both Constabularies and Norfolk Youth Offending Team and Suffolk Youth Offending Service have a clear focus on the provision of restorative justice. A recent mapping exercise by the Norfolk and Suffolk LCJB Victim and Witness sub-group identified that community resolution type interventions were frequently used by Safer Neighbourhood Teams, PCSOs and police officers to address criminal behaviour, particularly when the crime was low level, a first offence or the offender was young.
- 5.3 Both youth offending teams have developed effective and comprehensive restorative justice provision to support their work with young offenders and those at risk of offending. In addition, Norfolk and Suffolk Probation Trust have undertaken a small number of conferences where the offender has indicated willingness to participate.

6. Proposal

- 6.1 The proposal is to provide a victim-led restorative justice hub which will enhance the existing provision by taking on the more complex, time-consuming cases, particularly those involving victims who are entitled to receive enhanced services under the Victims Code and victims of business crime. This will not include victims of the most serious crime that are being prosecuted through the court system, but will support victims who are persistently targeted or are vulnerable or intimidated. The hub will support these victims of adult offenders, particularly victims of hate crime, ASB and employees and owners of small businesses. It will not provide a service to victims of offenders who are under 18.
- 6.2 The hub will also provide a seamless response with Victim Support’s core victim and witness services, so that a personalised support package can be provided alongside any restorative justice activity. Victim Support staff and volunteers working in the hub will also undertake risk assessments and make safeguarding referrals where appropriate, prioritising victim safety.

7. Structure

- 7.1 In order to provide economies of scale, effective cross-border working and meet shared priorities, the hub will operate across Norfolk and Suffolk and be

managed by a Norfolk and Suffolk Senior Service Delivery Manager reporting to the Victim Support Norfolk and Suffolk Divisional Manager.

- 7.2 Although the hub operates across both PCC areas, separate grant agreements will enable the opportunity for each PCC to add additional services specific to the priorities of their own area. In addition, the hub will be configured to enable future expansion into other areas of victim support such as Victim Personal Statements and Business Impact Statements, should future funding be available.
- 7.3 Direct services to victims will be provided by a team of specially trained volunteers, who will be recruited, accredited, supported and supervised in accordance with Victim Support's documented procedures and policies.
- 7.4 As far as possible, Victim Support will seek to ensure a wide demographic base for hub staff and volunteers to encourage greater engagement with communities.

8. Activities

- 8.1 The hub will receive self-referrals from victims of any crime in Norfolk and Suffolk who would like to participate in restorative justice and work with partners on their behalf to facilitate a restorative justice conference where possible.
- 8.2 The hub will contact all appropriate victims of crime as described in the proposal section when an offender is identified to make an offer of restorative justice and facilitate an intervention in partnership with other agencies. Victims may be referred from Norfolk and Suffolk Constabularies, other criminal justice agencies, Victim Support and other agencies providing victims services.
- 8.3 The briefing document outlines how the hub will build capacity to enable offers to be made to other victims as the team increases expertise and resilience. There is also the opportunity to work collaboratively with shared pools of staff and volunteers, to ensure sustainability and meet the Norfolk Restorative Approaches Strategic Ambition and Suffolk Restorative Approaches Strategy.

9. Outputs

- Recruit, train, and accredit a Senior Service Delivery Manager to establish a Norfolk and Suffolk Victim Led Restorative Justice Hub
- Recruit, train, and accredit a team of skilled volunteers to provide community based restorative interventions across Norfolk
- Establish a system for receipt of self-referrals and other agency provision of casework
- Provide a personal explanation and offer of restorative justice to approximately 250 victims across Norfolk and Suffolk, of whom at least 125 would be Norfolk residents and 125 would be Suffolk residents
- Undertake risk assessments, preparation and facilitation of conferences
- Agree personal support packages for those victims requiring emotional and practical support
- Provide specialist support and consultancy to other organisations

- Integrate the activities of the hub with other practitioners and Criminal Justice Agencies
- Monitor and review progress and provide quarterly reports to OPCCN and the Suffolk PCC's office

10. Outcomes

- An increase in the number of RJ interventions taking place in Norfolk and Suffolk (As other agencies cannot provide information on current activity, measure will be taken from those cases that would not otherwise have received an RJ intervention whilst base lining is carried out.)
- An increase in victim satisfaction where RJ has been offered (Measure will be Service User surveys compared with those Victim Support service users who did not take part in RJ)
- An increase in the quality and capacity of RJ practitioners in Norfolk (Measure will be numbers of RJ practitioners trained, training and accreditation records)

11. Financial Implications

- 11.1 The total cost for the Norfolk element of the hub would be £49,926. This includes a Norfolk share of £5,923 for one-off start-up costs for recruitment and training of staff and volunteers.
- 11.2 The total cost for the Suffolk element of the hub would be £47,926. This includes a Suffolk share of £3,923 for one-off start-up costs for recruitment and training of staff and volunteers. £2,000 has also been secured from Suffolk Community Foundation to support the training of Victim Support personnel in restorative practices.
- 11.3 Operational staff and volunteer costs include all on-costs, overheads, travel and subsistence, insurance, and management supervision, including those involved in intervention activity.

12. 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?	Not applicable
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?	No
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

25.7.14



OFFICE OF THE POLICE & CRIME
COMMISSIONER FOR NORFOLK

Grant Agreement

Police and Crime Commissioner for Norfolk

AND

Victim Support

Office of the Police and Crime Commissioner for Norfolk (OPCCN)
Building 8
Jubilee House
Falconers Chase
Wymondham
Norfolk
NR18 0WW

1. Definitions

1.1 In this Grant Agreement:

- a) The "**Commissioner**" means the Norfolk Office of the Police and Crime Commissioner.
- b) The "**Funding Period**" means the period from ~~1 July 2014~~ ^{1 September 2014} to ~~30 June 2015~~ ^{31 August 2015}.
- c) The "**Grant**" means the grant payable by the Commissioner to the Recipient under the terms of this Grant Agreement, the amount of which (the "**Grant Amount**") shall not be more than ~~£40,000~~ ^{£49,926}.
- d) The "**Purpose**" is detailed in Schedule 1 and 2.
- e) The "**Recipient**" means the organisation to which the Grant is paid.
- f) "**Business Day**" means a day (other than a Saturday, Sunday or public holiday) when the banks in London are open for business.

Terms and Conditions

2. Purpose and extent of the Grant

- 2.1 Further details of the Purpose of the Grant, the intended outcomes, the manner in which the activities are to be performed, together with project reporting requirements, are set out in the attached Schedule 2.
- 2.2 The Recipient may not use the Grant for any activities other than the Purpose, unless approved in writing by the Commissioner.

3. Grant Offer

- 3.1 Subject to the Recipient complying with the terms and conditions set out in this Grant Agreement, the Commissioner offers to pay the Grant to the Recipient as a contribution towards eligible expenditure.
- 3.2 The Recipient acknowledges that the Commissioner agrees to fund it only for the Grant Amount, the Funding Period and for the Purpose specified in this Grant Agreement.

4. Amount of the Grant

- 4.1 The Commissioner has agreed funding of **up to** the Grant Amount, subject to compliance by the Recipient with the terms of this Grant Agreement.

5. Timing of the Grant

- 5.1 Payments will be made six monthly in advance, in accordance with Schedule 3.
- 5.2 In order for any payment to be released, the Commissioner will require the Recipient to:
 - a) have signed and returned a copy of this Grant Agreement to the Commissioner,
 - b) have invoiced the Commissioner for the amount payable in accordance with Schedule 3,
 - c) be in compliance with the terms and conditions of this Grant Agreement.
- 5.3 The Commissioner reserves the right to withhold all or any payments of the Grant if the Commissioner has reasonably requested information/documentation from the Recipient and this has not been received in the timescales reasonably required.

6. Eligible expenditure

- 6.1 Eligible expenditure consists of payments by the Recipient for the Purpose.
- 6.2 The Recipient shall account for the Grant on an accruals basis. This requires the cost of goods or services to be recognised when the goods or services are received, rather than when they are paid for.

7. Managing the Grant

- 7.1 Each party must notify the other of:
 - (a) the nominated person who will act as the party's authorised representative; and
 - (b) the contact details of the authorised representative and any deputies.
- 7.2 The Commissioner may, in addition, ask the Recipient to clarify any information provided. If so, the Recipient shall comply with any reasonable request.
- 7.3 The Recipient will provide monitoring reports to the Commissioner as detailed in Schedule 2. Reports must be signed by the authorised representative.
- 7.4 The Recipient must notify the Commissioner as soon as reasonably practicable if an underspend is forecast. Any underspend of Grant funds must be returned to the Commissioner. Monies cannot be carried forward to the following financial year except with written consent from the Commissioner.
- 7.5 If an overpayment of the Grant has been made, the Commissioner will recover the payment. Grant funding cannot be increased if the organisation overspends.
- 7.6 The Recipient will ensure that appropriate professional arrangements are put in place for the management of the Grant and the reporting of expenditure.

8. Legal compliance

- 8.1 Changes to the organisation's constitution or articles of association with regards to the funded project must not be made within the grant monitoring period without first notifying and obtaining the approval of Commissioner.
- 8.2 The Recipient must take all reasonable steps to ensure that it and anyone acting on its behalf complies with any applicable law (e.g. child protection) for the time being in force (so far as is binding on the Recipient).
- 8.3 No aspect of the activity funded by the Commissioner may be party-political in intention, use, or presentation.
- 8.4 The Grant may not be used to support or promote religious activity. This will not include inter faith activity.
- 8.5 The Recipient should take all necessary steps to ensure that the Grant is accounted for and monitored separately from the Recipient's other funding streams (unless various grant streams are pooled). Details of the Grant must be shown separately in the organisation's accounts as 'restricted funds' and must not be included in its general funds. Copies of the relevant accounts must be provided if requested.

9. Procurement procedures

- 9.1 The Recipient must secure the best value for money and shall act in a fair, open and non-discriminatory manner in all purchases of goods and services.
- 9.2 The Recipient is expected to comply with the Contract Standing Orders of its own organisation.

10. Financial or other irregularities

- 10.1 If the Recipient has any grounds for suspecting financial irregularity in the use of any Grant paid under this Grant Agreement, it must (so far as it is lawfully able to do so) notify the Commissioner as soon as reasonably practicable, explain what steps are being taken to investigate the suspicion, and keep the Commissioner informed about the progress of the investigation.
- 10.2 For the purposes of Clause 10.1, “financial irregularity” includes fraud or other impropriety, mismanagement, and the use of the Grant for purposes other than those intended by the Commissioner.

11. Audit Arrangements

- 11.1 The Commissioner reserves the right to conduct or facilitate an audit of the project at any reasonable time, provided reasonable notice is given to the Recipient, the carrying out of the audit does not adversely interfere with any of the operations of the Recipient and any representatives of the Commissioner comply with any reasonable security requirements of the Recipient.
- 11.2 The Recipient shall ensure that copies of all applicable supporting documentation are supplied on request within reasonable timescales and that original documentation is maintained and made available to auditors.
- 11.3 The Commissioner will be permitted to 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; carry out spot checks, including sample checks, on the operations financed by the Grant and on the management control systems, provided that the same do not adversely interfere with the operations of the Recipient and any representatives of the Commissioner comply with any reasonable security requirements of the Recipient. The Recipient must ensure that funds are used in accordance with the principle of sound financial management.
- 11.4 In the event that the Commissioner requests any information under this Agreement which the Recipient considers to be confidential or contains confidential information about the finances, operations and clients of the Recipient, the Recipient may request that the Commissioner enters into appropriate confidentiality agreements before disclosure of such information. The Recipient shall not be deemed to have breached Clauses 5.3 or 7.2 of this Agreement if the failure to meet the required timescales is a result of the Commissioner failing to agree and return a requested confidentiality agreement or statement.

12. Breach of Grant Conditions

12.1 If the Recipient fails to comply with any of the conditions set out in this Grant Agreement, or if any of the events mentioned in Clause 12.2 occur, then the Commissioner may reduce, suspend, or withhold Grant payments, or require all or any part of the Grant to be repaid. The Recipient must repay any amount required to be repaid under this condition within 30 days of receiving the demand for repayment.

12.2 The events referred to in Clause 12.1 are as follows:

- a) The Recipient purports to transfer or assign any rights, interests or obligations arising under this Grant Agreement without the agreement in advance of the Commissioner;
- b) Any information provided in the application for the Grant (or in a claim for payment) or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the Commissioner considers to be material;
- c) The Recipient takes inadequate measures to investigate and resolve any reported irregularity;
- d) The Recipient materially changes the nature of its charitable objects and to an extent which the Commissioner considers to be significant or prejudicial;
- e) If the organisation does not follow appropriate child and vulnerable persons protection policies (if applicable).
- f) If the organisation closes down, goes into administration, receivership or liquidation.

12.3 It is hoped that most difficulties encountered by the Recipient can be overcome with the advice and support of the Commissioner. In the event that it becomes necessary to take steps to enforce the terms and conditions of this Grant Agreement, the Commissioner will write to the Recipient giving particulars of concern or of any breach of a term or condition of the Grant.

12.4 The Recipient must act within 30 days (or earlier, depending on the severity of the problem) to address the Commissioner's concern or rectify the breach, and may consult the Commissioner or agree with an action plan for resolving the problem. If the Commissioner is not satisfied with steps taken by the Recipient to address its concern or rectify the breach, the Commissioner may take steps to withhold or suspend the further payment of Grant, or to recover Grant funds already paid.

13. Funding Period and Termination

13.1 The Commissioner does not commit to renew or continue financial support to the Recipient after the Funding Period.

13.2 The Commissioner may terminate this agreement forthwith by serving a written notice on the Recipient if the grant or any part of it is being used for any purpose other than the purpose set out in this Agreement.

14. Amendments to the Grant Agreement

14.1 Any amendments to this Grant Agreement shall only be valid if they are in writing and signed by an authorised representative of both parties.

15. Freedom of Information

- 15.1 Where applicable, the Recipient and the Commissioner are required to comply with the Freedom of Information Act 2000 (the "FOI Act"), any subordinate legislation made under the FOI Act and any guidance issued by the Information Commissioner.
- 15.2 The Parties agree to assist and cooperate with each other to enable the other to comply with obligations under the FOI Act whenever a request is made for information which relates to or arises out of this Grant Agreement.

16. Transparency

- 16.1 The Recipient acknowledges that the Commissioner shall disclose payments made against this grant only to those persons who need to know for any legal, financial or regulatory purposes.
- 16.2 No information shall be disclosed if such disclosure would be in breach of the Data Protection Act, or is exempted from disclosure under the Freedom of Information Act.

17. Premises and Facilities

- 17.1 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.

18. Insurance and Indemnities

- 18.1 Each party shall make arrangements for employers' liability insurance cover in the sum of £10 million 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.
- 18.2 Assets. Ownership of any asset to remain with the Recipient 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.
- 18.3 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.

19. Assignment and Subcontracting

- 19.1 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.
- 19.2 Variation. Any amendments to this Agreement shall be made in writing and signed on behalf of both parties to the Agreement.

20. Publicity

- 20.1 All media releases by either party, publicity information, consultation materials etc. shall be agreed in advance with the other.

- 20.2 The Recipient shall bring to the attention of the Commissioner 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.

21. Notices

- 21.1 Any notice required to be given under this Agreement shall be given in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier, to the relevant party at the address set out below (or such other address as it shall previously have notified to the other party in writing). Any notice shall be deemed to have been duly received:

- (a) if delivered personally, when delivered;
- (b) if sent by pre-paid first class post or recorded delivery at 10am on the second Business Day after posting; or
- (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

Office of the Police and Crime Commissioner for Norfolk
Building 8
Jubilee House
Falconers Chase
Wymondham
Norfolk
NR18 0WW

Victim Support
Hallam House
56-60 Hallam Street
London
W1W 6JL

A notice required to be given under this Agreement shall not be validly given if sent by email.

22. No Waiver or Severability

- 22.1 Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.
- 22.2 No single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of that or any other right or remedy.
- 22.3 If any provision of this Agreement, or any part of a provision of this Agreement, is found to be illegal, invalid or unenforceable the remaining provisions or the remainder of the provision concerned shall continue in effect.

23. Third Parties

- 23.1 This Agreement is made for the benefit of the parties to it and their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else. For the avoidance of doubt, the provisions of the Contracts (Rights of Third Parties) Act 1999 are

expressly excluded from this Agreement save that any entity in the Recipient's group may enforce this Agreement as if they were the Recipient.

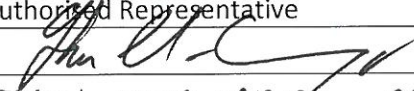
24. Governing Law

- 24.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 24.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).


ACCEPTANCE OF GRANT

Victim Support accepts the offer of Grant contained in this Grant Agreement and agrees to comply with the terms and conditions of the Grant on which the offer is made.

On behalf of the Recipient - Authorized Representative

Signature:	
Name:	JOHN NAYWARDS - CRIPPS
Date:	16/7/14
Position:	ACTING CHIEF OPERATING OFFICER

Signed on behalf of the Commissioner:

Signature:	
Name:	MARK STOKES
Date:	22.7.14
Position:	CHIEF EXECUTIVE

Date of issue of Agreement: 10 July 2014

SCHEDULE 1 – THE PURPOSE

Purpose of the funding

A crime and disorder reduction grant is a grant which, in the opinion of the Commissioner, will secure, or contribute to securing, crime and disorder reduction in Norfolk.

The Grant can be used for:

- activities that aim to cut crime, prevent crime, reduce re-offending and other community safety activities;
- commissioning services, awarding grants to or match funding activities that aim to cut crime, prevent crime or reduce re-offending;
- activities that will help to create a sustainable community safety environment in Norfolk;

In addition, the responsibility for commissioning services for victims of crime is being transferred from the Ministry of Justice to PCCs along with the funding. PCCs may use the MOJ funding to:-

- build the capacity and capability of potential providers of services for victims (including potential providers of restorative justice services) from the voluntary, community and social enterprise (VCSE) sector;
- commission restorative justice services if capacity and capability are sufficient;
- prepare for local commissioning.

Specifically, this Grant is issued for the purpose(s) described in Schedule ²/~~3~~.

SCHEDULE 2 – PROJECT DETAILS (DELIVERABLES/REPORTING)

Agreed Proposal from Victim Support dated 10/11 June 2014

Victim-led Restorative Justice Hub

Background

As part of the wider work to support victims and the reduction of re-offending and repeat victimisation, the government has given stronger focus to the work of restorative justice and conferencing.

To support this, the government has provided funding for PCCs locally to build capacity to provide restorative justice interventions at all points on the criminal justice journey from community remedies to prison based conferencing.

The MoJ has indicated that funding should be used to support and develop victim-offender conferencing (where safe and appropriate to do so) rather than more indirect forms of RJ. Funding is made available to PCCs under the Domestic Violence, Crime and Victims Act 2004 – which is intended for victims of crime. PCCs may take responsibility for commissioning pre-sentence restorative justice in accordance with provisions under the Crime and Courts Act 2013 to defer sentence to allow for a restorative justice process to take place.

Restorative Justice Action Plan

The national RJ action plan recommends that the RJ process ‘has to be led by the victim and be on their terms. If it doesn’t work for the victim, then it should not happen’. It suggests that restorative approaches should not have the effect of complicating the victim journey. The plan states that those involved in victim contact and support should have a high level of training and awareness about restorative approaches and victim issues in order to generate interest, facilitate victim engagement and ensure maximum take-up.

Victims Code

The Victims Code places a responsibility on providers to offer Restorative justice as a pathway for victims, and which they can access at any stage in their journey through the CJ process. The Code promotes a coordinated approach and clear referral routes to ensure easy access for victims who may benefit from restorative approaches.

Norfolk and Suffolk Police and Crime Plans

Stephen Bett, the Norfolk PCC has also identified restorative approaches as a priority in his plan, stating “By preventing crime occurring, making interventions at the earliest opportunity, encouraging victims to report at an early stage and providing high-quality services to victims, *victim-focussed restorative approaches* provide particular opportunities, both in this respect and in furthering community cohesion.” The plan includes a

commitment to promote the use of restorative approaches that have been shown to help reduce reoffending and assist victims.

The use restorative justice to achieve long-lasting solutions is also one of the PCC's ten pledges to Norfolk people.

Tim Passmore, Suffolk PCC has stated in his Suffolk Police and Crime plan, "I will work with all colleagues to promote greater use of restorative justice where victims feel it would be of benefit to them." The plan states "Victims of crime are more likely to have confidence in the criminal justice system, more inclined to report a crime and participate in restorative justice initiatives if they can access effective support from a variety of sources." He has identified one of his objectives to improve trust and confidence in the criminal justice system by supporting victims and offenders to understand and engage with restorative justice processes.

Current situation in Norfolk and Suffolk

Partners across Norfolk aim to make the county fully restorative by 2015 through the Norfolk Restorative Approaches Strategy. Partners within Suffolk have developed the Suffolk Restorative Approaches Strategy which also aims to embed restorative practices within the county to build relationships, maintain relationships and repair relationships for individuals and communities when harm has been caused. Restorative Justice within Criminal Justice arena forms an important part of both strategies.

A range of restorative approaches apply within both counties and both Constabularies and Norfolk Youth Offending Team and Suffolk Youth Offending Service have a clear focus on the provision of restorative justice. A recent mapping exercise by the Norfolk and Suffolk LCJB Victim and Witness sub-group identified that community resolution type interventions were frequently used by Safer Neighbourhood Teams, PCSOs and Police Officers to address criminal behaviour, particularly when the crime was low level, a first offence or the offender was young.

Both youth offending teams have developed effective and comprehensive restorative justice provision to support their work with young offenders and those at risk of offending. In addition, Norfolk and Suffolk Probation Trust have undertaken a small number of conferences where the offender has indicated willingness to participate.

Proposal

The proposal is to provide a victim-led restorative justice hub which will enhance the existing provision by taking on the more complex, time-consuming cases, particularly those involving victims who are entitled to receive enhanced services under the Victims Code and victims of business crime. This will not include victims of the most serious crime that are being prosecuted through the court system, but will support victims who are persistently targeted or are vulnerable or intimidated. The hub will support these victims of adult

offenders, particularly victims of hate crime, ASB and employees and owners of small businesses. It will not provide a service to victims of offenders who are under 18.

The hub will also provide a seamless response with Victim Support's core victim and witness services, so that a personalised support package can be provided alongside any restorative justice activity. Victim Support staff and volunteers working in the hub will also undertake risk assessments and make safeguarding referrals where appropriate, prioritising victim safety.

Structure

In order to provide economies of scale, effective cross-border working and meet shared priorities, the hub will operate across Norfolk and Suffolk and be managed by a Norfolk and Suffolk Senior Service Delivery Manager reporting to the Victim Support Norfolk and Suffolk Divisional Manager.

Although the hub operates across both PCC areas, separate grant agreements will enable the opportunity for each PCC to add additional services specific to the priorities of their own area. In addition, the hub will be configured to enable future expansion into other areas of victim support such as Victim Personal Statements and Business Impact Statements, should future funding be available.

Direct services to victims will be provided by a team of specially trained volunteers, who will be recruited, accredited, supported and supervised in accordance with Victim Support's documented procedures and policies.

As far as possible, Victim Support will seek to ensure a wide demographic base for hub staff and volunteers to encourage greater engagement with communities.

Activities

The hub will receive self-referrals from victims of any crime in Norfolk and Suffolk who would like to participate in restorative justice and work with partners on their behalf to facilitate a restorative justice conference where possible.

The hub will contact all appropriate victims of crime as described in the proposal section when an offender is identified to make an offer of restorative justice and facilitate an intervention in partnership with other agencies. Victims may be referred from Norfolk and Suffolk Constabularies, other criminal justice agencies, Victim Support and other agencies providing victims services.

The briefing document outlines how the hub will build capacity to enable offers to be made to other victims as the team increases expertise and resilience. There is also the opportunity to work collaboratively with shared pools of staff and volunteers, to ensure sustainability and meet the Norfolk Restorative Approaches Strategic Ambition and Suffolk Restorative Approaches Strategy.

Cost

The total cost for the Norfolk element of the hub would be £49,926. This includes a Norfolk share of £5,923 for one-off start-up costs for recruitment and training of staff and volunteers.

The total cost for the Suffolk element of the hub would be £47,926. This includes a Suffolk share of £3,923 for one-off start-up costs for recruitment and training of staff and volunteers. £2,000 has also been secured from Suffolk Community Foundation to support the training of Victim Support personnel in restorative practices.

Operational staff and volunteer costs include all on-costs, overheads, travel and subsistence, insurance, and management supervision, including those involved in intervention activity.

Outputs

- Recruit, train, and accredit a Senior Service Delivery Manager to establish a Norfolk and Suffolk Victim Led Restorative Justice Hub
- Recruit, train, and accredit a team of skilled volunteers to provide community based restorative interventions across Norfolk
- Establish a system for receipt of self-referrals and other agency provision of casework
- Provide a personal explanation and offer of restorative justice to approximately 250 victims across Norfolk and Suffolk, of whom at least 125 would be Norfolk residents and 125 would be Suffolk residents
- Undertake risk assessments, preparation and facilitation of conferences
- Agree personal support packages for those victims requiring emotional and practical support
- Provide specialist support and consultancy to other organisations
- Integrate the activities of the hub with other practitioners and Criminal Justice Agencies
- Monitor and review progress and provide quarterly reports to OPCCN and the Suffolk PCC's office

Outcomes

- An increase in the number of RJ interventions taking place in Norfolk and Suffolk (As other agencies cannot provide information on current activity, measure will be taken from those cases that would not otherwise have received an RJ intervention whilst base lining is carried out.)

- An increase in victim satisfaction where RJ has been offered (Measure will be Service User surveys compared with those Victim Support service users who did not take part in RJ)
- An increase in the quality and capacity of RJ practitioners in Norfolk (Measure will be numbers of RJ practitioners trained, training and accreditation records)

Outline Project Plan (Assume start date 28/7/2014)

Activity	Date	Lead	Notes
Establish steering group	30/7/2014	Victim Support DM	Norfolk OPCC Suffolk OPCC Victim Support Norfolk & Suffolk Police Head of Joint Criminal Justice Suffolk Community Safety Lead LCJB Norfolk CC Chair Project Manager Business rep?
Establish operational group	30/7/2014	Victim Support DM/Head of Joint Criminal Justice	Project Manager Victim Support DM Head of Joint Criminal Justice Terry Byford Roger Wiltshire
Agree location for paid staff	11/8/2014	Operational Group	Probably Norwich/Ipswich area co-located with OPT or co-located teams
Order dedicated phone line/ mobiles/ laptops	8/8/2014	Victim Support DM	Self-referrals to RVCU out of hours
Recruitment of Project Manager/ Project Support Officer	12/8/2014	Victim Support DM (+ partners)	
Induction of paid staff	12/9/2014	Victim Support DM	E-learning Induction plan Visits to partners
Recruitment of volunteers	12/9/2014	Victim Support Project Manager	Trawl VS existing volunteers CAS Voluntary Norfolk WNVCA
Delivery of training (staff)	30/9/2014	Victim Support RJ national lead	

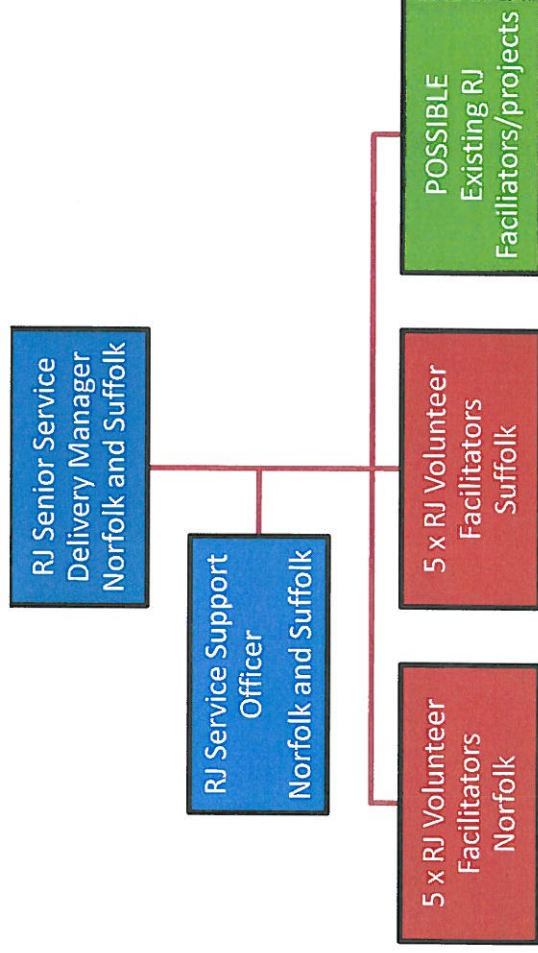
and volunteers)			
Processes and SLAs agreed	10/10/2014	Victim Support DM/Head of Joint Criminal Justice	Including data protection and information sharing agreements
Publicity & media activity	1/1/2015	PCC Media Officers/VS Media Officer	Offer of assistance from Peter Woolf? Delay until fully operational
Go-live	13/10/2014		
Minimum 40 referrals received and engaged	30/1/2015	Project team	Review progress monthly – operational group to address if referral level is insufficient
Minimum of further 80 referrals	30/4/2015	Project team	Review progress monthly – operational group to address if referral level is insufficient
Minimum of 120 referrals	31/7/2015	Project team	Review progress monthly – operational group to address if referral level is insufficient

Need to build in:

1. Feedback and evaluation
2. Reporting to OPCCs and Steering Group
3. Exploration re Pre-sentence RJ (See MoJ publication May 2014 https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/312426/p-re-sentence-restorative-justice.pdf)
4. Engagement with other partners (Probation, Prisons, CPS, District Councils)
5. Working with Norfolk and Suffolk Restorative Approaches Steering Groups

Staffing Structure

Strategic Management will be provided by Victim Support Divisional Manager, Norfolk and Suffolk



Notes for Budget Summary:

New Local staff: there are 2 costed here plus volunteers pan-Norfolk and Suffolk. An improved delivery service would be obtained, at additional cost, by an additional RJ Service Delivery Manager.

National salaries apply a 1/41st of a national support to assist in set-up. This tapers off in subsequent years.

RJ Intervention costs can include room hire and additional participant travel costs.

Interpreter Services are costed on national non-English speaking levels from the last census. The figure can be excluded if to be met from existing resources.

Management fees cover payroll, Human Resources, IT support and a broad range of centralised management. These services are independent and therefore do not burden other agencies. Often called 're-charge' this is a minimum figure compared to commercial services and, as Victim Support is a charity, does not represent profit. 'Resilience Protection' is where Victim Support takes responsibility to replace staff who become long-term absent for any reason.

SCHEDULE 3 – PAYMENT SCHEDULE

Payment Reference	Payment date	Amount
1	15 th July 2014	Up to 50% of total
2	15 th January 2015	Remaining sum

Process for Requesting Payment

Payments will be made six monthly in advance, and an invoice must be submitted. The first payment may not be greater than 50% of the total grant amount.

Please email Claire Buckley at OPCCN (buckleyc@norfolk.pnn.police.uk) for a Purchase Order number and quote the value of the invoice. The invoice, showing the purchase order number can then be posted to the address below or emailed to Claire.

Office of the Police and Crime Commissioner for Norfolk
Building 8
Jubilee House
Falconers Chase
Wymondham
Norfolk
NR18 0WW