

**POLICE AND CRIME COMMISSIONER (PCC) FOR LINCOLNSHIRE  
REQUEST FOR DECISION**

REF: 030-2015

DATE: 24 SEPTEMBER 2015

SUBJECT	<b>PROVISION OF REFERRAL, GENERAL SUPPORT, COPE AND RECOVERY SERVICES FOR VICTIMS OF CRIME IN LINCOLNSHIRE: "VICTIM LINGS"</b>
REPORT BY	<b>CHIEF EXECUTIVE</b>
CONTACT OFFICER	<b>Howard Hunt, Deputy Chief Executive</b>  <b>Telephone: 01522 947221</b>
<b>EXECUTIVE SUMMARY AND PURPOSE OF REPORT</b>	
<p>To approve:</p> <ol style="list-style-type: none"> <li>1. A Grant Agreement between the Police and Crime Commissioner and Victim Support for the provision of a cope and recovery service, and general support for victims of crime in Lincolnshire for the period 1<sup>st</sup> October 2015 to 30<sup>th</sup> September 2017 (with option of two one-year extensions subject to performance and satisfaction with the service provided).</li> <li>2. Provision of an internal Lincolnshire Police Victim Unit to provide a referral mechanism to the cope and recovery service, internal Codes of Practice for Victims quality assurance, and single point of contact for and in relation to victims.</li> </ol>	
<b>RECOMMENDATIONS</b>	<p><b>That:</b></p> <ol style="list-style-type: none"> <li>1. <i>The Grant Agreement (attached) between the Police and Crime Commissioner and Victim Support for the provision of a cope and recovery service and general support for victims of crime in Lincolnshire for the period 1<sup>st</sup> October 2015 to 30<sup>th</sup> September 2017 (with optional two one-year extensions) and associated funding provision be approved</i></li> <li>2. <i>Funding for an internal Lincolnshire Police Victim Unit (as per attached Specification) be approved</i></li> <li>3. <i>Authority be delegated to the Deputy Chief Executive to sign the Grant Agreement on behalf of the Police and Crime Commissioner and arrange for payments to be made in line with the payment schedule within the grant agreement.</i></li> </ol>

**POLICE AND CRIME COMMISSIONER FOR LINCOLNSHIRE**

**I hereby approve the recommendation above, having considered the content of this report.**

**Signature:**



**Date:**

24/9/2015

**A. NON-CONFIDENTIAL FACTS AND ADVICE TO THE PCC**

**A1. INTRODUCTION AND BACKGROUND**

1. Following a Government consultation in 2012 (Getting it Right for Victims and Witnesses), the victims' commissioning landscape has seen significant changes including the transfer of responsibilities from the Ministry of Justice (MoJ) to Police and Crime Commissioners (PCCs) to enable local commissioning of emotional and practical support services for victims of crime.
2. The Police and Crime Commissioner for Lincolnshire ('the PCC') is required to:
  - Consider local needs and commission appropriate specialist services for victims of crime
  - Consider local needs and consider appropriate restorative justice services
  - Consider local needs and support the delivery of a local victim referral, cope and recovery service
3. To enable local commissioning, grant funding has been provided to PCCs by the MoJ under powers given to the Secretary of State by S56 of the Domestic Violence, Crime and Victims Act 2004 (DVCVA 2004). Grant funding has been provided to PCCs in the form of a 'Victims Services grant' which not only replaces the former MoJ general fund for victims and witnesses but also enhances the overall funding provided to victims services.
4. Previous decisions made by the PCC have provided for a Restorative Justice service across the County, a pilot scheme for a Children and Young Persons Independent Sexual Violence Advocacy service (CYP ISVA), and a continuation of the existing contract arrangements for an existing adult ISVA provision in partnership with Lincolnshire County Council (LCC) Safer Communities Team.
5. Local commissioning of services for victims of crime presents an opportunity for the PCC to ensure that local services can meet and respond to local needs, and bring sustained improvement in victim satisfaction. An overview of the commissioning arrangements for victim services in Lincolnshire can be seen on the Lincolnshire PCC website.

6. Due to a short timescale in which to deliver the services prior to April 2015, specialist support was procured to scope, develop and support the transition to a redesigned victim and witness referral service. This was supported from February 2015 by an Inspector, seconded from Lincolnshire Police into the Office of the Police and Crime Commissioner.
7. The scale of the development of the new victim and witness service was recognised, and brought under the oversight of a larger citizen contact channel management programme board with the goal of delivering more coherent and effective services to Lincolnshire communities. The Board comprises senior representatives of the PCC and Lincolnshire Police, including the Deputy Chief Constable and Deputy Chief Executive. The interests of Victims are represented by the Chair of the Lincolnshire Criminal Justice Board's Victims' and Witnesses' Advisory Group. The PCC and Chief Constable also delegated to the Board other related and interdependent projects which will enhance our service offering to the public. These include:
  - Re-design of the Lincolnshire Police public website
  - Introduction of 'Track My Crime' – a MoJ hosted national IT solution allowing two way communication between victims and the Police
8. Other interdependencies include:
  - The development of THRIVE within the Force Control Room (FCR) – a tool to designate response to incidents
  - Development of a Victims Code of Practice (VCoP) module for the force crime and intelligence system
9. To enable coordinated transition to a re-designed service the existing referral arrangements were extended for a 6 month period (1<sup>st</sup> April 2015 to 30<sup>th</sup> September 2015). This allowed for the development and delivery of a robust project plan, and a coordinated project for final handover to a re-designed service from 1<sup>st</sup> October 2015. This was subject to an earlier decision made by the PCC.
10. The work conducted during the development phase which followed, looked at several options for a new model:
  - Wholly internal model – discounted early in the process due to risks associated with business continuity from a nationally provided service to a fully internal service, coupled with the challenges of providing and developing the capacity to deliver this type of service.
  - Wholly external model – this type of model has been implemented by a number of PCCs. One of the policy intents of Government was to move away from a single provider delivering victims' services through a single national contract to locally commissioned services that better meet local need. Government wanted to create a market of victims' service providers and build capacity in the voluntary and community sector (VCS) to enable other organisations in that sector to be providers, alongside the specialist support they already successfully provide. It has however proved problematic for other providers to build sufficient capacity to meet the needs of PCCs. Issues with information management and data sharing have also

proven difficult to overcome for new prospective providers and present significant risk to PCCs. The result has been that those PCCs who chose to run open procurement exercises have invariably, with one exception, awarded contracts to the previous national provider Victim Support. Other PCCs have therefore chosen to simply enter into grant agreements given the absence of a market.

- A mixed model of external and internal provision. A significant driver for the PCC is to achieve sustained improvement in victims' satisfaction in Lincolnshire. The initial contact with a victim is invariably made by a police officer (whilst recognising the PCC is also required to support victims who have not reported a crime to the Police). Many victims need only general advice and do not require support, but those that do need to have timely access to those services through an effective referral process. Keeping victims informed who have reported a crime is also known to be critical to victim satisfaction and this again is a Police responsibility. A pilot of an in-house victim care unit has been shown to be an enabler of improved victim satisfaction, both through contact with victims and police officers. The planned implementation of "track my crime" – a self-service function for victims – will also be reliant on police interaction rather than an external service provider. A mixed model therefore emerged as the preferred route to delivering a high standard of service for the victim throughout their journey with general support, advice and updates on crime status provided in-house and an enhanced cope and recovery service provided by an external provider to those victims assessed as having needs. The full proposed specification is appended to this report. The external provider will also secure receipt of victim self-referrals via a national telephone helpline and other available routes, and secure receipt of referrals from British Transport Police and Action Fraud.

11. In identifying potential external cope and recovery provider, as noted above, it became clear that within Lincolnshire there was only one organisation which had the expertise in this field, and a decent footprint in the county, and had the capability to build and deliver a process in partnership with Lincolnshire Police and the OPCC to start on 1<sup>st</sup> October 2015. That organisation is Victim Support.
12. Negotiations commenced with Victim Support and coincided with new structures and methods of working within Victim Support which provided similar values to those of the PCC and Lincolnshire Police. This means that all the organisations involved shared the aim that the best possible service is delivered to victims.
13. Victim Support report that due to the existing 'assumption of opt in' referral method, they are making calls to all victims of crime, but 80% of these calls are to people who actually do not require their service. It was decided that a better assumption was that victims 'opt out' of referral to Victim Support until they give consent for the sharing of information with Victim Support, placing

the onus on Lincolnshire Police to gain this consent, in line with VCoP (and Data Protection Act). Under this method Victim Support will be allowed to concentrate efforts on those victims and witnesses who truly need their services.

14. Victim Support was also commissioned, following an open procurement exercise, to provide a pilot for specialist services to Lincolnshire victims in the form of Independent Sexual Violence Advocates (ISVA) for Children and Young People (CYP). This pilot service went live in May 2015 and very quickly saw referrals in an area which previously had unknown demands. Learning from this pilot, Victim Support recognise that in more serious cases face to face provision is more beneficial to victims than telephone contact. As such, the proposed new structure from Victim Support allows for specialised case worker to lead on this work, with plans to create further Victim Support volunteers who will specialise in supporting more serious case victims.
15. Consultation has also taken place with previous victims of crime in Lincolnshire using email contact and creating a virtual 'victims panel'. Aspects of the work have been passed to this group for their opinions. Engagement has also taken place at the Summer 2015 PCC Engagement Events across the county, with victim questionnaires being completed to ascertain previous best and worst practice. This feedback has assisted in the development of the proposed new service. Demand analysis has also informed the development of the specification of the model and its resourcing.
16. A two year agreement with Victim Support, with an option of two one-year extensions is considered the most appropriate length of agreement in that it allows the service to embed and develop, and allows the agreement to be amended or terminated, or put to tender, should the market mature, or if there is dis-satisfaction with or poor performance in the service. It also enables the PCC who takes office in May 2016 to seek alternative provision for victims services should his priorities dictate.
17. The proposed new model, to be branded 'Victim Lincs,' provides a bespoke, branded service for Lincolnshire which provides the best quality service to victims in the County. The specification for this model is attached, as is a copy of the Grant Agreement between PCC for Lincolnshire and Victim Support. It is recommended that the PCC delegate authority to the Deputy Chief Executive to enter into the Grant Agreement with Victim Support on behalf of the PCC.

## **A2. LINKS TO POLICE AND CRIME PLAN AND PCC'S STRATEGIES/PRIORITIES**

Victims of crime are central to the Lincolnshire Police and Crime Plan (2013-2017). The PCC is committed to ensuring that victims of crime are supported, listened to and kept informed. Additionally, the Police and Crime Plan sets out a commitment to ensure that victims see real benefits from the significant changes to the victims' commissioning landscape:

*"...victims of crime are central to this plan and deserve to be supported and listened to and kept informed of progress in relation to their crime. They need our support through court proceedings or through restorative justice where they can play a part to bring an appropriate and more satisfactory end to their experience."*

*"...unwavering support for close working with partners to protect children and vulnerable adults. Working with the Safeguarding Boards we will explore opportunities to support and improve multi-agency working"*

*"...where appropriate we will use restorative justice so offenders are confronted with the reality of the crime they commit and victims have the satisfaction of seeing the offender brought to book. This will not be appropriate in all cases but evidence shows first time offenders can be deterred from offending by restorative justice options which can involve putting damage right or other forms of reparation."*

## **B. FINANCIAL CONSIDERATIONS**

The total MoJ Victim Grant award for Lincolnshire for 2015-2016 is £802,482. MoJ has indicated that grants in future years will be of a commensurate level, although indicative budgets have not been provided.

Specialist services already commissioned from this grant are:

- Restorative Solutions CiC commissioned to provide restorative justice service: £70,000 per year
- Victim Support commissioned to provide pilot CYP ISVA service: £86,986
- Adult ISVA service (commissioned by LCC but partially funded by the PCC): £45,000

This report proposes Grant funding to Victim Support, based on costed service, including paid case worker at a cost of £306,337 per annum

It is further proposed that monies from the MoJ Grant fund the internal Lincolnshire Police 'Victim Lincs Victim Unit' staff of 6 Case Workers and 2 Team Leaders at an annual cost of £193,556 (N.B. costings provided are 'on-costs' at mid-points of pay scales):

Total annual costs for 'Victim Lincs' within scope for this decision are therefore £499,893. Consideration will be given to how the remaining balance of the 2015/16 MoJ grant will be utilised to support victims of crime in Lincolnshire in accordance with the terms of the MoJ grant agreement as stated below.

### **C. LEGAL AND HUMAN RIGHTS CONSIDERATIONS**

*[This should include the legal powers the PCC has for making the decision]*

Section 143 of the Anti-Social Behaviour, Crime and Policing Act 2014 provides Police and Crime Commissioners with powers for commissioning, providing or arranging for the provision of services.

Within the meaning of this section, a PCC may provide or arrange for the provision of:

- (a) services that in the opinion of the PCC will secure, or contribute to securing crime and disorder reduction in the PCC's area;
- (b) services that are intended by the PCC to help victims or witnesses of, or other persons affected by, offences and anti-social behaviour;
- (c) services of a description specified in an order made by the Secretary of State.

A PCC arranging for the provision of services under S143 may make grants in connection with the arrangements. A grant may be subject to any conditions (including conditions as to repayment) that the PCC thinks appropriate.

The grant agreement attached, excluding the schedules identifying service specifications, is the PCC's standard grant agreement developed with East Midlands Police Legal Services (EMPLS) in February 2015. Advice from EMPLS has also been taken on the agreement attached. Both parties (PCC and Victim Support) have agreed the terms of the agreement in principle. The Deputy Chief Executive is to obtain final legal agreement on an outstanding technical issue relating to the provisions within the agreement relating to TUPE.

The Police and Crime Commissioner, under the DVCVA 2004 must ensure that the Victim's Services Grant is used only for:

- I. services for victims of crime and particularly victims in the priority categories outlined in the Code of Practice for Victims of Crime: victims of the most serious crimes, persistently targeted victims and vulnerable or intimidated victims, to help them cope with the immediate impacts of crime and, as far as possible, recover from the harm they have experienced. (Victims are further defined in Article 2 of the EU Victims' Directive)
- II. services for victims of sexual and/or domestic violence
- III. support services for family members (as defined in Article 2(b) of the EU Victims Directive)
- IV. any associated costs that arise in the process of commissioning/provision of victims' services.

The Police and Crime Commissioner will ensure that:

- I. the contact details of the service provided or commissioned are widely publicised in a variety of media and locations
- II. services satisfy the requirements of:
  - a. The Code of Practice for Victims of Crime
  - b. Directive 2012/29 of the European Parliament and of the Council, establishing minimum standards on the rights, support and protection of victims of crime (referred to as the EU Victims' Directive)
  - c. Grant Agreement for the Provision of Grant Funding in relation to Local Commissioning of Victims' Support Services 15/16 (including restorative justice services) between the MoJ/PCC. That agreement provides that the grant must be spent on the following purposes
    - (i) emotional and practical support services for victims of crime (as defined in Article 2(1)(a)(i) of the Victims' Directive) including restorative justice services and practical support measures and particularly for victims in the priority categories outlined in the Victims' Code: victims of the most serious crime, persistently targeted victims, and vulnerable or intimidated victims, to help them cope with the immediate impacts of crime and, as far as possible, recover from the harm they have experienced;
    - (ii) emotional and practical support services for family members (as defined in Article 2 (b) of the Victims' Directive);
    - (iii) emotional and practical support services for victims of sexual violence and domestic violence;
    - (iv) building the capacity and capability of providers of services for victims of crime (including providers of restorative justice services) from the Voluntary Community and Social Enterprise (VCSE) sector; and
    - (v) covering any associated costs that arise in the process of commissioning/provision of victims' services.

#### **D. PERSONNEL AND EQUALITIES ISSUES**

The Police and Crime Commissioner must ensure that services commissioned under the Victims Services Grant are:

- I. Provided free of charge to victims and witnesses
- II. Confidential
- III. Non-discriminatory (including being available to all regardless of residence status, nationality or citizenship)
- IV. Available whether or not a crime has been reported to Police
- V. Available before, during and for an appropriate time after any investigation or court proceedings
- VI. Compliant with requirements under the Data Protection Act (DPA) when dealing with personal data and sensitive personal data



## **E. REVIEW ARRANGEMENTS**

Review and evaluation arrangements will be put in place to ensure that required outcomes have been achieved as outlined in the grant agreement with Victim Support. The internal Victim Care Unit will be managed by a Lincolnshire Police Chief Inspector who will report on "Victims Lincs" to the Victims' and Citizens' Channels Board chaired by the PCC's Deputy Chief Executive. Performance will also be monitored via the internal Lincolnshire Police PEEL Board.

## **F. RISK MANAGEMENT**

As part of grant agreement requirements – this will be a core part of the oversight and management of the relationship with Victim Support.

## **G. PUBLIC ACCESS TO INFORMATION**

Information in this form along with any supporting material is subject to the Freedom of Information Act 2000 and other legislation. Part 1 of this form will be made available on the PCC's website within one working day of approval. However, if release by that date would compromise the implementation of the decision being approved, publication may be deferred. An explanation for any deferment must be provided below, together with a date for publication.

**Is the publication of this form to be deferred? No**

**If Yes, for what reason:**

**Until what date:**

Any facts/advice/recommendations that should not be made automatically available on request should not be included in Part 1 but instead on the separate part 2 form.

**Is there a part 2 form? No**

**If Yes, for what reason:**

## ORIGINATING OFFICER DECLARATION

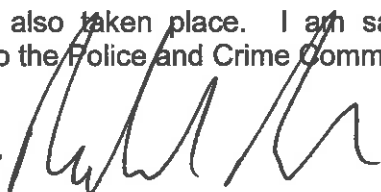
	Initial to confirm
Originating Officer: The Deputy Chief Executive recommends this proposal for the reasons outlined above.	MM.
Financial advice: The PCC's Chief Finance Officer has been consulted on this proposal.	RF
The CC's Chief Finance Officer has been consulted on this proposal.	AF
Monitoring Officer: The PCC's Monitoring Officer has been consulted on this proposal	WJ
Chief Constable: The Chief Constable has been consulted on this proposal	MC

## OFFICER APPROVAL

### **Chief Executive**

I have been consulted about the proposal and confirm that financial, legal and equalities advice has been taken into account in the preparation of this report. Consultation outlined above has also taken place. I am satisfied that this is an appropriate request to be submitted to the Police and Crime Commissioner for Lincolnshire.

**Signature:**



**Date:** 24/9/2015

**THIS AGREEMENT** is made the day of 2015

**BETWEEN:**

- (1) The Police and Crime Commissioner for Lincolnshire of Lincolnshire Police Headquarters, Deepdale Lane, Nettleham, Lincoln, LN2 2LT (the **"PCC"**); and
- (2) Victim Support of 56-60 Hallam Street, London W1W 6JL, a charity registered in England and Wales under number 298028, and a company registered with Companies House under number 2158780 whose registered office is at 56-60 Hallam Street, London W1W 6JL (the **"Beneficiary"**);  
each of the PCC and the Beneficiary being a **Party** and together the PCC and the Beneficiary are the **Parties**.

**BACKGROUND**

- A This Agreement sets out the terms and conditions that will apply in respect of the Grant Funding.

**THE PARTIES AGREE AS FOLLOWS**

**1 Definitions and Interpretation**

- 1.1 The terms and expressions used in this Agreement shall have the meanings set out below:
- 1.1.1 **"Authorised Representative"** means those persons appointed by the Parties in accordance with Clause 13 of this Agreement;
  - 1.1.2 **"Budget"** means the budget set out in the Schedule 1.
  - 1.1.3 **"Commencement Date"** means 1<sup>st</sup> October 2015;
  - 1.1.4 **"Data Protection Legislation"** means the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any legislation implementing the Data Protection Directive 95/46/EC of 24 October 1995 or the Privacy and Electronic Communications Directive 2002/58/EC of 12 July 2002;
  - 1.1.5 **"Data Controller", "Data Processor", "Data Subject", "Personal Data" and "Processing"** have the meaning given to them in the Data Protection Legislation;
  - 1.1.6 **"End Date"** means the date on which this Agreement expires or terminates or any of the Funded Services cease to be performed by the Beneficiary;
  - 1.1.7 **"Expiry Date"** means 30<sup>th</sup> September 2017;
  - 1.1.8 **"EIR"** means the Environmental Information Regulations 2004;
  - 1.1.9 **"Final Staff List"** means the list of all the Staff engaged (in whatever capacity) in or wholly or mainly assigned to the performance of the Funded Services or any part of the Funded Services (as appropriate) at the End Date;
  - 1.1.10 **"Exit Employee"** means any person:
    - (a) who is engaged in the performance of the Funded Services when the Beneficiary or any sub-contractor of the Beneficiary ceases for whatever reason, whether directly or indirectly, to perform the Funded Services or any part of them; and
    - (b) whose contract of employment has effect by virtue of the Transfer of Undertaking (Protection of Employment) Regulations 2006 as if originally made between such person and a Replacement Provider;
  - 1.1.11 **"FOIA"** means the Freedom of Information Act 2000;
  - 1.1.12 **"Force Majeure Event"** means an event or sequence of events beyond a Party's reasonable control preventing or delaying it from performing its obligations under this Agreement;

- 1.1.13 **"Funded Service"** means any of the individual services which form part of the Project as specified in Schedule 1;
- 1.1.14 **"Funding"** means the sum or sums of money stated in Schedule 1 that are to be paid by the PCC to the Beneficiary under the terms of this Agreement;
- 1.1.15 **"Funding Conditions"** means the purpose and conditions of the Funding set out in Clause 3;
- 1.1.16 **"Good Industry Practice"** means standards, practices, methods and procedures conforming to the Law and the exercise of that degree of skill, diligence, prudence and foresight which, at the relevant time, would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in the same or a similar type of undertaking as the relevant Party under the same or similar circumstances, seeking in good faith to comply with its contractual and other obligations.
- 1.1.17 **"Grant Period"** means the period from the Commencement Date to:
- (a) the Expiry Date, or
  - (b) following an extension pursuant to Clause 2.2, the date of expiry of the extended period,
- or such earlier date of termination or partial termination of this Agreement in accordance with the Law or the provisions of this Agreement.
- 1.1.18 **"Intellectual Property Rights"** means patents, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off;
- 1.1.19 **"Law"** means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;
- 1.1.20 **"Objectives"** means the objectives for the Project and/or the Funded Service (as appropriate) set out in Schedule 1;
- 1.1.21 **"Project"** means the project set out in Schedule 1;
- 1.1.22 **"Provisional Staff List"** means a list prepared and updated by the Beneficiary of all the Staff engaged (in whatever capacity) in, or wholly or mainly assigned to, the performance of the Funded Services or any part of the Funded Services at the date of preparation of the list;
- 1.1.23 **"Regulatory Bodies"** means those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate or influence the matters dealt with in this Agreement or any other affairs of the PCC and **"Regulatory Body"** shall be construed accordingly;
- 1.1.24 **"Replacement Provider"** means the PCC or any third party which performs services which are substantially similar to any of the Funded Services following the expiry, termination or partial termination of this Agreement;
- 1.1.25 **"Staff"** means all employees, staff, workers, agents and consultants of the Beneficiary, and of any sub-contractor or other third party with whom the Beneficiary contracts in order to perform the Funded Services or any part of them, who are engaged in the performance of the Funded Services from time to time;
- 1.1.26 **"Staffing Information"** means in relation to all persons detailed on the Provisional Staff List, such information as the PCC may reasonably request (subject to the Data Protection Legislation), but including:
- (a) their ages, dates of commencement of employment or engagement, nature of role, working hours, apportionment of time to specific services and gender;
  - (b) details of whether they are employees, workers, self-employed, contractors or consultants, agency workers or otherwise and whether they have previously worked

for a public sector organisation;

- (c) the identity of their employer or relevant contracting party;
- (d) their relevant notice periods and any other terms relating to termination of employment or engagement, including any redundancy procedures and contractual redundancy payment schemes;
- (e) the current wages, salaries, profit sharing, incentive and bonus arrangements applicable to them;
- (f) details of other employment-related benefits including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and car schemes applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) disciplinary records and details of any such individuals on long-term sickness absence, maternity or other statutory leave or otherwise absent from work;
- (i) copies of all relevant documents and materials relating to such information including copies of relevant contracts of employment or engagement (or relevant standard contracts if applied generally in respect of such individuals); and
- (j) details of all collective agreements with a brief summary of the current state of negotiations with such bodies and details of any current industrial disputes and claims for recognition by any trade union;

1.1.27 **"VAT"** means value added tax in accordance with the provisions of the Value Added Tax Act 1994 and any similar fiscal or sales tax;

1.1.28 **"Victims"** means victims of crime as defined in Code of Practice for Victims of Crime (2013), Introduction paragraphs 13-20 and Chapter 1, paragraphs 1.1 – 1.12; and

1.1.29 **"Working Day"** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

1.2 Unless the context otherwise requires, the interpretation and construction of this Agreement shall be subject to the following provisions:

1.2.1 words importing the singular meaning include where the context so admits the plural meaning and vice versa;

1.2.2 words importing the masculine include the feminine and the neuter;

1.2.3 references to Clauses or to Schedules are to clauses or the schedules of this Agreement;

1.2.4 references to legislation:

(a) include any secondary or subordinate legislation made under or pursuant to that legislation; and

(b) include any modification or re-enactment of that legislation;

1.2.5 reference to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;

1.2.6 the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";

1.2.7 headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement;

1.2.8 references to this Agreement means:

(a) the Clauses;

(b) the Schedules; and

(c) any other documents referred to in or attached to the Schedules; and

- 1.2.9 in the event and to the extent only of any conflict between the Clauses and the Schedules, the Clauses shall prevail.

## **2 Commencement and Duration**

- 2.1 The rights and obligations of the Parties under this Agreement shall be deemed to have taken effect on the Commencement Date and shall continue in force for the Grant Period.
- 2.2 Subject to Clause 2.3, the Parties may by agreement in writing signed by each Party's Authorised Representative extend the Grant Period for a period of twelve months and agree a further extension of an additional twelve months from the Expiry Date. No further extensions are permitted and should both options to extend be exercised the agreement shall cease to have effect beyond 30 September 2019.
- 2.3 Any agreement to extend the term of this Agreement beyond the Expiry Date shall include an agreement as to any Funding payable for such extension period.
- 2.4 Where this Agreement is extended in accordance with Clauses 2.2 and 2.3, all other provisions of this Agreement shall continue in full force and effect during any period of extension.

## **3 Funding Conditions**

- 3.1 The Beneficiary shall use the Funding:
- 3.1.1 for the purposes set out in, and in accordance with the scope and nature of, the Project and the relevant Funded Service;
  - 3.1.2 to achieve the Objectives;
  - 3.1.3 in accordance with the Budget; and
  - 3.1.4 in accordance with the terms and conditions of this Agreement.
- 3.2 The Beneficiary shall not be permitted to change, amend or vary the purposes, scope or nature of the Project or an individual Funded Service without the prior written consent of the PCC.
- 3.3 The Beneficiary shall not without the prior written consent of the PCC, not to be unreasonably withheld or delayed, exceed any amount set out in the Budget for any itemised capital or operating expenditure.
- 3.4 In the event that the Beneficiary applies for or secures any additional funding for the Project (or a Funded Service), the Beneficiary shall give the PCC prior written notice as soon as reasonably practicable of its intention to apply or the receipt of additional funding, and shall provide the PCC with all reasonable information and confirmation of any application or grant of funding. The PCC may, in its absolute discretion, permit the Beneficiary to amend the Budget, the Funded Service and/or the Project as a result of the Beneficiary securing alternative or additional funding for the Project and/or Funded Service.
- 3.5 The Beneficiary shall not use the Funding for the following:
- 3.5.1 the payment of any capital or operating expenditure incurred prior to the Commencement Date;
  - 3.5.2 any activity which is party-political in intention, use, or presentation;
  - 3.5.3 to support or promote religious activity (excluding inter-faith activity).
- 3.6 The Funded Service(s) must be in the interests of the Victim and be:
- 3.6.1 free of charge;
  - 3.6.2 confidential;
  - 3.6.3 non-discriminatory (including being available to all regardless of residence status, nationality or citizenship);
  - 3.6.4 available whether or not a crime has been reported to the police; and
  - 3.6.5 available before, during and for an appropriate time after any police investigation or criminal proceedings.

- 3.7 Where the Funding relates to more than one Funded Service, the Beneficiary may not use Funding provided for one Funded Service for or in respect of another Funded Service.
- 3.8 Subject to Clauses 3.1 and 3.2, the Beneficiary will take account of any formal reports and recommendations made by the Commissioner for Victims and Witnesses in its performance of the Funded Service and will provide the PCC with a written response detailing its views on any such reports and/or recommendations.

#### **4 Payment of the Funding**

- 4.1 The PCC shall pay the Funding to the Beneficiary by instalments as set out in Schedule 1 to the Beneficiary's nominated bank account notified to the PCC in writing on or before the Commencement Date..
- 4.2 The Beneficiary shall notify the PCC as soon as reasonably practice if any underspend is forecast.
- 4.3 If an overpayment of the Funding is made at any time, the Beneficiary shall repay any overpayment within 30 days of receiving any request for repayment from the PCC.

#### **5 Warranties**

- 5.1 The Beneficiary warrants and represents to the PCC that:
- 5.1.1 it has the right, power and authority to enter into this Agreement and to perform its obligations under this Agreement;
- 5.1.2 all information provided by the Beneficiary to the PCC is at the Commencement Date true and accurate and that it is not aware, having made all reasonable enquiries and to the best of its knowledge and belief, that any change will occur after the Commencement Date which will render that information untrue or misleading in any respect and that there has been no material adverse change in the business, assets, operation or prospects of the Beneficiary that will affect the Project (or any Funded Service) since the date any information was provided;
- 5.1.3 none of the information provided by the Beneficiary to the PCC infringes the Intellectual Property Rights of any third party; and
- 5.1.4 any services (including Funded Services) included within the Project will be performed:
- (a) by suitably qualified and competent personnel who shall exercise all due skill and care and all due diligence in their execution of the services;
- (b) in accordance with Good Industry Practice;
- (c) so as to conform with all applicable Law relating to those services and the Project.
- 5.2 The Beneficiary shall notify the PCC in writing as soon as it is reasonably able upon becoming aware of any breach of any warranty or representation set out in Clause 5.1. When notifying the PCC of a breach the Beneficiary shall use all reasonable endeavours to provide such documentation, information, details and assistance in respect of the breach that the PCC may reasonably request.

#### **6 Compliance with Law**

- 6.1 The Beneficiary shall comply, and shall (at its own expense unless expressly agreed otherwise) ensure that its employees, agents and representatives shall comply, with all applicable Laws in the performance of the Beneficiary's duties under this Agreement, provided that the Beneficiary shall not be liable for any breach to the extent that such breach is directly caused or contributed to by any act or default of the PCC or its employees, agents and representatives.

#### **7 Intellectual Property Rights**

- 7.1 The Beneficiary shall grant to the PCC at no cost an irrevocable, royalty-free perpetual license to use any material created by the Beneficiary under the terms of this Agreement ('the Beneficiary's IPR') for such purposes as the PCC shall deem appropriate, subject to the prior written agreement of the Beneficiary. For the avoidance of doubt, the Beneficiary's IPR as well as any pre-existing IPR

belonging to the Beneficiary shall be and remain after termination for whatever reason the property of the Beneficiary.

- 7.2 The Beneficiary shall indemnify and keep indemnified and hold harmless the PCC from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by it as a result of or in connection with any action, demand or claim that use or possession of any information supplied by it to the PCC or in connection with the Project, the Funded Service(s) or the performance of any services by it pursuant to the Project or any Funded Service, infringes the Intellectual Property Rights of any third party ("**IPR Claim**"), provided that :

- 7.2.1 the PCC notifies the Beneficiary in writing setting out full details of any IPR Claim of which it has notice as soon as is reasonably possible;
- 7.2.2 the PCC does not makes any admission of liability or agrees any settlement or compromise of the relevant IPR Claim without the prior written consent of the Beneficiary (which shall not be unreasonably withheld or delayed);
- 7.2.3 if the Beneficiary requests, the Beneficiary (at its own expense) shall have the conduct of or settle all negotiations and litigation arising from the IPR Claim; and
- 7.2.4 if the Beneficiary requests, the PCC shall (at the Beneficiary's expense), give the Beneficiary all reasonable assistance in relation to the Beneficiary's conduct, settlement and/or negotiation of any IPR Claim.

## **8 Exclusion and limitation of liability**

- 8.1 Neither Party limits its liability for:

- 8.1.1 death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable); or
- 8.1.2 fraud or fraudulent misrepresentation by it or its employees.

- 8.2 Subject to Clause 8.1, either Party's total aggregate liability in respect of all claims, losses or damages, whether arising from contract, tort (including negligence) or otherwise under or in connection with this Agreement shall in no event exceed the aggregate of sums paid by the PCC to the Beneficiary or, if greater, an amount equivalent to the Funding.

- 8.3 Subject to Clause 8.1, neither Party shall be liable to the other Party for:

- 8.3.1 any indirect, special or consequential loss or damage;
- 8.3.2 any loss of profits, turnover, data, business opportunities, anticipated savings or damage to goodwill (whether direct or indirect); or
- 8.3.3 any loss, whether direct or indirect, arising from:
  - (a) the Beneficiary conducting or undertaking the Project or an individual Funded Service; or
  - (b) the use of the Funding, its late payment (in whole or in part) or its withdrawal.

## **9 Confidentiality**

- 9.1 During the Grant Period and after termination or expiry of this Agreement for any reason, neither Party shall:

- 9.1.1 disclose any information concerning or relating to the other Party, which a reasonable person would regard as confidential, to any other person other than with the prior written consent of the other Party or in accordance with Clause 9.2 or 9.3; or
- 9.1.2 use any of the other Party's confidential information for any purpose other than to perform its obligations and/or exercise its rights under this Agreement.

- 9.2 A Party ("**Receiving Party**") may disclose confidential information belonging to the other Party to its employees, agents, representatives, sub-contractors and advisers to the extent that it is necessary



to enable the Receiving Party to perform its obligations and/or exercise its rights under this Agreement provided that the Receiving Party shall ensure that each recipient:

- 9.2.1 only uses the information for that purpose;
- 9.2.2 understands that the information is confidential;
- 9.2.3 is made aware of and complies with all the obligations of confidentiality set out in this Agreement. The Receiving Party shall be responsible for any failure by any of its recipients to observe the obligations of confidentiality in this Agreement as though it were a breach committed by the Receiving Party.

9.3 The obligations contained in this Clause 9 shall not apply to any confidential information which:

- 9.3.1 was at the Commencement Date, or at any time after the Commencement Date comes into, the public domain other than through breach of this Agreement;
- 9.3.2 can be shown by the Receiving Party to the reasonable satisfaction of the other Party to have been known by, or available (on a basis that did not require it to be maintained as confidential) to the Receiving Party before it was provided to it by the other Party;
- 9.3.3 subsequently comes lawfully into the possession of the Receiving Party from a third party (who has not derived it directly or indirectly from the other Party), who is rightfully in possession of such confidential information and who is not bound as to its use or disclosure by an obligation of confidence or secrecy to the other Party; or
- 9.3.4 is required by Law, court order or any Regulatory Body, to be disclosed; or
- 9.3.5 in the case of the PCC, is disclosed pursuant to the PCC's rights set out in Clause 11.

## **10 Data Protection**

- 10.1 The Beneficiary, as Data Controller for any Personal Data used for Processing in connection with the Project and/or a Funded Service, shall comply with all of its obligations under the Data Protection Legislation and shall not indicate to any Data Subject that the PCC is a Data Controller or Data Processor of that Personal Data.
- 10.2 The Beneficiary shall indemnify and keep indemnified and hold harmless the PCC on demand against any costs, claims and proceedings, damages and other liabilities (including monetary penalties or other regulatory fines) incurred by the PCC as a result of the breach of this Clause 10 by the Beneficiary or its permitted sub-Processors.
- 10.3 The Beneficiary consents to the PCC holding and Processing personal data relating to the Beneficiary and the Beneficiary agrees that the PCC may Process and disclose such data internally and so far as is reasonably necessary externally for the purposes of complying with statutory requirements, meeting the PCC's legitimate interests and complying with this Agreement. The PCC shall Process Personal Data relating to the Beneficiary in accordance with the Data Protection Legislation.
- 10.4 The Beneficiary shall permit representatives of the Ministry of Justice to examine de-personalised data collected for the purposes of evaluation and ongoing performance monitoring of the Funding and other funding provided by the Ministry of Justice or the PCC for Victim support service.
- 10.5 The data processing agreement of 6<sup>th</sup> September 2013 between Lincolnshire Police and Victim Support, as at Schedule 3, shall apply to this agreement.

## **11 Freedom of Information and Transparency Obligations**

- 11.1 The Beneficiary acknowledges that the PCC is subject to the requirements of the FOIA and the EIR and shall assist and co-operate with the PCC (at the Beneficiary's expense) to the extent permitted by statute to enable the PCC to comply with the requirements of the FOIA and EIR, including but not limited to transferring (or procuring the transfer) to the PCC any request for information pursuant to the FOIA or EIR received by the Beneficiary (or any of its sub-contractors) as soon as practicable following receipt and in any event within three Working Days of receipt.

- 11.2 In no event shall the Beneficiary respond to a request for information under the FOIA or EIR without the prior written consent of the PCC.
- 11.3 The Beneficiary acknowledges that the PCC may be obliged under the FOIA or the EIR to disclose information:
- 11.3.1 without consulting with the Beneficiary; or
- 11.3.2 following consultation with the Beneficiary and having taken its views into account,
- provided always that where Clause 11.3.2 applies the PCC shall, in accordance with the recommendations of the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of a public authorities' functions under Part 1 of FOIA, take reasonable steps, where appropriate, to give the Beneficiary advanced notice, or failing that, to draw the disclosure to the Beneficiary's attention after any such disclosure."
- 11.4 The Beneficiary shall ensure that all Information (as defined by the FOIA) produced in the course of this Agreement or relating to this Agreement is retained for disclosure and shall permit the PCC to inspect such records as requested from time to time to the extent permitted by statute.
- 11.5 The Beneficiary acknowledges that the PCC is subject to certain transparency and disclosure obligations set out in the Elected Local Policing Bodies Specified Information Order 2011 (as amended) ("**Transparency Obligations**").
- 11.6 The Beneficiary gives consent to the PCC to publish the contents of this Agreement and information regarding any tender process related to the Project and/or a Funded Service only to the extent to enable it to comply with its Transparency Obligations and to the extent permitted by statute..

## **12 Discrimination**

- 12.1 The Beneficiary shall, and shall use all reasonable endeavours to procure that its employees, agents and sub-contractors shall:
- 12.1.1 not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age;
- 12.1.2 without prejudice to the generality of the foregoing, not unlawfully discriminate within the meaning and scope of Sex Discrimination Act 1975, the Equal Pay Acts 1970 and 1983, the Disability and Discrimination Act 1995, the Human Rights Act 1998, the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Religion or Belief) Regulations 2003, provisions of the Equality Act 2010 or any other relevant or equivalent legislation (including any equivalent legislation from time to time in force in any other jurisdiction in which any activities are carried out under or in connection with this Agreement by the Beneficiary or any of its Staff or sub-contractors) or any statutory modification or re-enactment thereof;
- 12.1.3 comply with the Human Rights Act 1998 in respect of obligations under this Agreement and in the performance and conduct of the Project (or a Funded Service) as if it (or they) were a public body within the meaning of the Human Rights Act 1998; and
- 12.1.4 takes all steps as the PCC may reasonably require in connection with the PCC's own obligations under the Human Rights Act 1998.

## **13 Authorised Representatives**

- 13.1 The PCC's Authorised Representative shall be Howard Hunt, Deputy Chief Executive to the PCC, or such other person appointed as such by the PCC and notified to the Beneficiary pursuant to Clause 33.
- 13.2 The Beneficiary's Authorised Representatives shall be Olwen Edwards, Divisional Manager for the Beneficiary, or such other person appointed as such by the Beneficiary and notified to the PCC pursuant to Clause 33.

## **14 Review, Monitoring and Information**

- 14.1 The Beneficiary shall provide such information, and any supporting documentation, in relation to the performance of its obligations and compliance with the Law required under this Agreement (including information in respect of progress towards achieving the Objectives and any monitoring information identified in Schedule 2) as the PCC may reasonably request from time to time. Such information shall be provided in the format and within the timescales specified in Schedule 3 and/or as the PCC reasonably requests from time to time.
- 14.2 The Beneficiary shall ensure that all such information provided pursuant to this Clause 14 (including the Provisional Staff List, the Final Staff List and the Staffing Information) is true, accurate and complete and, in respect of any information required by the PCC for tendering purposes, shall notify the PCC without delay of any changes to information previously provided to the PCC.
- 14.3 The Beneficiary shall meet with the PCC from time to time, at such intervals and in such places reasonably requested by the PCC, in order to discuss the Project, a Funded Service and/or progress towards achieving the Objectives and to identify any lessons learned for future projects and/or future grants of funding. The PCC shall be permitted to share information arising from such meeting with the Chief Constable of its police force and/or with police and crime commissioners and/or chief constables of other police forces.
- 14.4 The Beneficiary shall not change its constitution or governing rules without the prior written approval of the PCC.
- 14.5 The Beneficiary shall notify the PCC in writing of any changes to its bank or building society accounts.
- 14.6 **TUPE**
- The Beneficiary agrees that:
- 14.6.1 within 5 Working Days of the Commencement Date; and
- 14.6.2 within 15 Working Days of the earliest of:
- (a) receipt or the giving of notice of early termination of this Agreement; or
  - (b) the date which is 12 months before the Expiry Date;
- it shall provide the Provisional Staff List and the Staffing Information to the PCC and/or, at the direction of the PCC, to any replacement provider, and it shall provide an updated Provisional Staff List and updated Staffing Information whenever reasonably requested by the PCC;
- 14.6.3 at least 14 Working Days prior to the End Date, the Beneficiary shall prepare and provide to the PCC and/or, at the direction of the PCC, to the replacement provider, the Final Staff List, which shall be complete and accurate in all material respects. The Final Staff List shall identify which of the Staff named are Exit Employees;
- 14.6.4 the PCC shall be permitted to use and disclose the Provisional Staff List, the Final Staff List and the Staffing Information for informing any tenderer or other prospective replacement provider for any services which are substantially the same type of services (or any part thereof) as the Funded Services; and
- 14.6.5 upon reasonable request by the PCC the Beneficiary shall provide the PCC or at the request of the PCC, the replacement provider, with access (on reasonable notice and during normal working hours) to (and copies of) such employment records as the PCC reasonably requests.
- 14.7 Within 10 Working Days following the End Date, the Beneficiary shall, if so requested by the PCC, provide to the PCC or any replacement provider, in respect of each person (subject to compliance with the Data Protection Legislation) on the Final Staff List who is an Exit Employee, their:
- 14.7.1 pay slip data for the most recent month;
  - 14.7.2 cumulative pay for tax and pension purposes;
  - 14.7.3 cumulative tax paid;
  - 14.7.4 tax code;
  - 14.7.5 voluntary deductions from pay; and

14.7.6 bank or building society account details for payroll purposes.

14.8 From the date of the earliest event referred to in clause 14.6.2 the Beneficiary shall not, and shall procure that its sub-contractors shall not, without the prior written consent of the PCC assign any person to the performance of the Funded Services (or the relevant part) who is not listed in the Provisional Staff List and shall not without the prior written consent of the PCC (such consent not to be unreasonably withheld or delayed):

14.8.1 increase the total number of employees listed on the Provisional Staff List save for fulfilling assignments and projects previously scheduled and agreed with the PCC;

14.8.2 make, propose or permit any changes to the terms and conditions of employment of any employees listed on the Provisional Staff List;

14.8.3 increase the proportion of working time spent on the Funded Services (or the relevant part) by any of the Staff save for fulfilling assignments and projects previously scheduled and agreed with the PCC;

14.8.4 introduce any new contractual or customary practice concerning the making of any lump sum payment or the giving of any benefit on the termination of employment of any employees listed on the Provisional Staff List; or

14.8.5 replace any of the Staff listed on the Provisional Staff List or deploy any other person to perform the Funded Services (or the relevant part) or increase the number of employees or terminate or give notice to terminate the employment or contracts of any persons on the Provisional Staff List.

14.9 The Beneficiary shall promptly notify the PCC or, at the direction of the PCC, the replacement provider of any notice to terminate employment received from any persons listed on the Provisional Staff List regardless of when such notice takes effect.

## **15 Records**

15.1 The Beneficiary shall maintain (and procure that any of its agents and sub-contractors maintain) comprehensive and up-to-date records of its capital and operating expenditure in respect of the Project, each Funded Service and the Budget, including such details as the PCC may reasonably require to ensure that the Funding is being used in accordance with this Agreement solely for and in connection with the Project and/or the relevant Funded Service.

15.2 The Beneficiary shall (and shall procure that its agents and sub-contractors shall) make its (or their) records and books of account in relation to the Funding available to the PCC or any person nominated by the PCC for the purposes of inspection and audit on the giving of reasonable notice by the PCC.

15.3 The Beneficiary shall keep all records relating to the Funding for a period of seven years from expiry of the Grant Period.

## **16 External Assurances**

16.1 The Beneficiary shall ensure that this Funding falls within the scope of audit as part of the Beneficiary's annual internal and external audit programme. The external auditor will be expected to sign off an Independent Assurance Statement as part of the scope of audit.

16.2 The value and purpose of this Funding shall be identified separately in the Beneficiary's audited accounts (or the notes thereto).

16.3 Upon request, the Beneficiary shall send to the PCC a copy of its audited accounts.

## **17 Procurement by the Beneficiary**

17.1 In so far as the Beneficiary procures any goods, services or works from any third party in order to achieve the Objectives, then it shall do so in accordance with:

17.1.1 the PCC's standing orders and any other reasonable instructions given by the PCC;

17.1.2 the Public Contracts Regulations 2006 and all other Law governing public procurement as if the Beneficiary was itself a Contracting Authority within the meaning of those Laws. In

addition and without limiting the generality thereof, the Beneficiary must secure the best value for money and must act in a fair, open and non-discriminatory manner in all purchases of goods and services; and

17.1.3 its own procurement processes and financial regulations.

17.2 In addition to the provisions of Clause 17.1 if the Beneficiary follows a single tender procedure, it must provide and document a full justification that can be robustly defended and maintain the relevant documentation on file. Such justification may apply in exceptional circumstances for example where:

17.2.1 the requirement can demonstrably be met only by proprietary or specialist equipment; or

17.2.2 the requirement can demonstrably be met only by a single available entity with extremely niche skills; or

17.2.3 there are simply no alternative sources of supply.

17.3 If any Funding provided by the PCC is used to procure goods or services and VAT is included in the cost, the Beneficiary shall recover that VAT from HM Customs and Excise where it is recoverable and use it to deliver the services required under this Agreement to achieve the Objectives.

## **18 Purchase of Capital Equipment**

18.1 The Beneficiary shall account for the Funding 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.

18.2 If any capital asset costing more than £1,000 is purchased with funds provided by the PCC, the asset must not be sold or otherwise disposed of within five years of purchase without the PCC's written consent. The PCC may require the repayment of all or part of any proceeds of any disposal or sale.

18.3 The Beneficiary shall maintain a register of any capital assets purchased with funds provided by the PCC. This register will record, as a minimum, (a) the date the item was purchased; (b) the price paid; and (c) the date of disposal (in due course).

18.4 The Beneficiary must not attempt to raise a mortgage or other charge on PCC-funded assets without the prior written approval of the PCC.

## **19 Publicity**

19.1 The Beneficiary shall acknowledge the Funding in its annual report and accounts, including an acknowledgement that the PCC was the source of the Funding, in a form reasonably acceptable to the PCC.

19.2 The PCC shall be entitled to promote the Funding of the Project (including the Funded Service(s)) in any publicity material or media statement issued by the PCC.

19.3 The Beneficiary shall (and shall use all reasonable endeavours to procure that its employees, agents, professional advisers and sub-contractors shall) not make any press announcement or publicise this Agreement, the Project, any Funded Service or any part thereof in any way, except with the express prior written consent of the PCC.

19.4 The Beneficiary shall (and shall use all reasonable endeavours to procure that its employees, agents, professional advisers and sub-contractors shall) not include in any published material the name, logo or style of "Lincolnshire Police" nor "the Police and Crime Commissioner for Lincolnshire"; any Intellectual Property Rights associated therewith; nor any photograph or drawing depicting any officer of Lincolnshire Police force without the PCC's prior written consent.

## **20 Indemnity**

20.1 Subject to Clause 20.2, the Beneficiary shall indemnify the PCC on demand from and against all liabilities arising from third party actions, claims or demands brought against the PCC for breach of

statutory duty concerning the Funded Service(s) which may arise out of or in consequence of a breach by the Beneficiary of its obligations under this Agreement.

- 20.2 The Beneficiary shall not be responsible under Clause 20.1 to the extent that any liability arises out of or in consequence of a breach by the PCC of its obligations under this Agreement or any negligent act or omission on the part of the PCC.
- 20.3 Subject to Clause 20.4, the PCC shall indemnify the Beneficiary on demand against all liabilities arising from third party actions, claims or demands brought against the Beneficiary for breach of statutory duty concerning the Funded Service(s) which may arise out of or in consequence of a breach by the PCC of its obligations under this Agreement.
- 20.4 The PCC shall not be responsible under Clause 20.3 to the extent that any liability arises out of or in consequence of a breach by the Beneficiary of its obligations under this Agreement or any negligent act or omission on the part of the Beneficiary.

## **21 Breach of Funding Conditions**

- 21.1 If the Beneficiary fails to comply with any of the Funding Conditions set out in this Agreement, or if any of the events mentioned in Clause 21.2 occur, then subject to the procedure outlined in Clause 21.3 being activated, the PCC may withhold payment of any future instalment of the Funding and/or require all or any part of the Funding to be repaid. The Beneficiary must repay any amount required to be repaid under this Clause 21 within 30 days of receiving the demand for repayment.
- 21.2 The events referred to in Clause 21.1 are as follows:
  - 21.2.1 the Beneficiary purports to transfer or assign any rights, interests or obligations arising under this Agreement without the agreement in advance of the PCC;
  - 21.2.2 any information provided in relation to the Funding (or in a claim for payment) or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the PCC considers to be material;
  - 21.2.3 the Beneficiary does not implement or follow its Child Protection or Vulnerable Adult Policy (if appropriate) in all aspects of its activities;
  - 21.2.4 any member of the Beneficiary's governing body, staff or volunteers acts dishonestly or fraudulently;
  - 21.2.5 the Beneficiary takes inadequate measures to investigate and resolve any reported irregularity
- 21.3 If during the term of this Agreement there is a breach of the Funding Conditions in respect of any of the Funded Services the PCC may (at its option) write to the Beneficiary giving particulars of the breach and in that event:
  - 21.3.1 the Beneficiary shall provide the PCC with a draft performance improvement plan for that Funded Service within 10 Working Days of the date of the Breach Notice;
  - 21.3.2 the PCC shall either accept the draft performance improvement plan within five Working Days of receipt or inform the Beneficiary why it cannot accept the draft performance improvement plan; and
  - 21.3.3 if the PCC does not accept the draft performance improvement plan:
    - (a) the Parties shall then meet to discuss the PCC's concerns,
    - (b) the Beneficiary shall provide a revised draft performance improvement plan within five Working Days of the meeting; and
    - (c) if the draft performance improvement plan cannot then be agreed, the PCC shall be entitled to serve three months' notice of termination in writing upon the Beneficiary in respect of that Funded Service. Such notice shall not have the effect of terminating this Agreement in respect of other Funded Services.

- 22 Termination**
- 22.1 This Agreement does not represent a commitment to renew or continue financial support to the Beneficiary for the Project, any Funded Service or any other purpose and the PCC gives no warranty or assurance that further Funding will be made available after the Expiry Date.
- 22.2 The PCC may, without prejudice to its other rights and remedies, by notice in writing to the Beneficiary immediately terminate this Agreement or the Funding for a specified Funded Service:
- 22.2.1 if the Funding or any part of the Funding is being used for any purpose other than the purpose set out in this Agreement; or
- 22.2.2 if the Beneficiary:
- (a) has been involved in any illegal activity or improper act in its administration;
  - (b) is in material or persistent breach of any of its obligations under this Agreement (or the relevant Funded Service) and if that breach is capable of remedy and the Beneficiary has failed to remedy that breach within 20 Working Days after receiving written notice requiring it to remedy that breach; or
  - (c) is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of the Beneficiary (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of the Beneficiary or the Beneficiary enters into or proposes any composition or arrangement with its creditors generally or any analogous event occurs in any applicable jurisdiction; or
  - (d) ceases or threatens to cease carrying on its business; and
- 22.2.3 in the circumstances set out in Clauses 21.3.3(c), 25.4, 26.5 or 37.2.
- 22.3 Where, in the reasonable opinion of the PCC, any funding secured by the Beneficiary, whether notified to it by the Beneficiary pursuant to Clause 3.4 or otherwise, is duplicate funding for the Project or a specific Funded Service, then the PCC may terminate this Agreement on 5 Working Days' notice in writing to the Beneficiary.
- 22.4 The Beneficiary may terminate this Agreement in relation to Funding for a specific Funded Service by providing not less than 3 months' notice in writing to the PCC specifying the Funded Service to which the notice relates.
- 22.5 The PCC may terminate this Agreement in relation to Funding for a specific Funded Service by providing not less than 6 months' notice in writing to the Beneficiary specifying the Funded Service to which the notice relates.
- 22.6 In the event of termination of this Agreement for any reason or upon its expiry:
- 22.6.1 the PCC shall not be liable to make any payment of any unpaid or future instalments of the Funding in respect of the terminated Funded Service(s);
- 22.6.2 each Party shall within 5 Working Days of such termination or expiry return (or, at the other Party's option, destroy) all Confidential Information (and any other information) belonging to the other Party in its possession or under its control and all copies of such information in respect of the terminated Funded Service(s); and
- 22.6.3 the Beneficiary shall:
- (a) to the extent permitted by statute and with the exception of the Beneficiary's IPR and the Beneficiary's pre-existing IPR return to the PCC any assets or property (unless the PCC gives its written consent to their retention or sale) that are in its possession in connection with the terminated Funded Service(s); and
  - (b) repay to the PCC any unspent Funding for the terminated Funded Service(s) within 5 Working Days, to the bank account notified to the Beneficiary in writing on or before termination or expiry.
- 22.7 Termination of this Agreement for whatever reason shall not operate to affect any provisions that expressly or by implication survive termination.

## **23 Insurance**

- 23.1 The Beneficiary shall take out and maintain a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Beneficiary, arising out of the Beneficiary's performance of its obligations under this Agreement including death or personal injury, loss of or damage to property or any other loss together with any other insurances as may be required by Law.
- 23.2 The Beneficiary shall provide to the PCC on request satisfactory evidence of the existence of the insurance referred to in Clause 23.1 together with evidence that the relevant premiums have been paid and that those insurances are in full force and effect.
- 23.3 If the Beneficiary is in breach of Clause 23.1 or Clause 23.2, the PCC may pay any premiums required to keep such insurance in force or itself procure such insurance and may, in either case, recover such amounts from the Beneficiary on written demand, together with all expenses incurred in procuring such insurance.
- 23.4 The Beneficiary undertakes that it shall not do, or omit to do, anything to vitiate either in whole or in part any of the insurance cover that it is obliged to have and maintain under this Clause 23.

## **24 Dispute Resolution**

- 24.1 In the event of a dispute arising out of or in connection with this Agreement, it shall be resolved pursuant to this Clause 24.
- 24.2 Nothing in this dispute resolution procedure shall prevent a Party from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
- 24.3 The Parties shall each use reasonable endeavours to resolve any dispute by means of a prompt and bona fide discussion between the Authorised Representatives.
- 24.4 In the event that a dispute is not resolved within five Working Days of any discussion between the Authorised Representatives in accordance with Clause 24.3, it shall be referred to the PCC's Chief Executive and the Beneficiary's Chief Executive to resolve.
- 24.5 If the dispute is not resolved within 10 Working Days of escalation of the dispute in accordance with Clause 24.4, the Parties shall refer it to mediation pursuant to the procedure set out in Clause 24.7 unless either Party does not agree to mediation.
- 24.6 The obligations of the Parties under this Agreement shall not cease, or be suspended or delayed by the reference of a dispute to mediation and each Party, its sub-contractors and their officers, employees and agents shall comply fully with the requirements of this Agreement at all times.
- 24.7 The procedure for mediation and consequential provisions relating to mediation are as follows:
- 24.7.1 A neutral adviser or mediator (the "**Mediator**") shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to Centre for Effective Dispute Resolution to appoint a Mediator.
- 24.7.2 The Parties shall within 10 Working Days of the appointment of the Mediator meet with the Mediator in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from Centre for Effective Dispute Resolution to provide guidance on a suitable procedure.
- 24.7.3 Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
- 24.7.4 If the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their Authorised Representatives.



24.7.5 If the Parties fail to reach agreement within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts.

24.8 Subject to Clause 24.2, the Parties shall not institute court proceedings until the procedures set out in Clauses 24.3, 24.4 and 24.5 have been completed.

## **25 Prevention of Corruption**

25.1 The Beneficiary or anyone associated with the Beneficiary shall not:

25.1.1 offer or give, or agree to give, to the PCC or any other public body or any person employed by or on behalf of the PCC or any other public body any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this Agreement or any other contract with the PCC or any other public body, or for showing or refraining from showing favour or disfavour to any person in relation to this Agreement or any such contract;

25.1.2 commit any offence under the Prevention of Corruption Acts 1889 to 1916, or Section 117(2) of the Local Government Act 1972 or the Bribery Act 2010 or under Law creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the PCC.

25.2 For the purpose of this Clause 25, whether a person is associated with another person shall be determined in accordance with section 8 of the Bribery Act 2010 and a person associated with the Beneficiary includes, but is not limited to, any sub-contractor of the Beneficiary.

25.3 The Beneficiary warrants that it has not paid commission or agreed to pay commission to the PCC or any other public body or any person employed by or on behalf of the PCC or any other public body in connection with this Agreement.

25.4 If the Beneficiary, or anyone acting on the Beneficiary's behalf, engages in conduct prohibited by Clause 25.1 or Clause 25.3, the PCC may terminate this Agreement and recover from the Beneficiary the amount of any Funding paid to the Beneficiary together with any loss sustained by the PCC in consequence of any breach of those Clauses.

25.5 Any dispute, difference or question arising in respect of the interpretation of this Clause 25 including the right of the PCC to terminate this Agreement, shall be decided by the PCC, whose decision shall be final and conclusive.

## **26 Conflict of Interest and Prevention of Fraud**

26.1 The Beneficiary shall take all reasonable steps, in accordance with Good Industry Practice, to:

26.1.1 ensure that neither the Beneficiary nor any of its employees, agents or representatives is placed in a position where, in the reasonable opinion of the PCC, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Beneficiary and the duties owed to the PCC under the provisions of this Agreement; and

26.1.2 prevent fraud by its employees, agents and representatives (including its shareholders, members and directors) in connection with the receipt of monies from the PCC.

26.2 Without prejudice to the generality of Clause 26.1, the Beneficiary shall set up formal procedures to require all persons involved in the use of the Funding to declare any personal or financial interest in any matter concerning the Beneficiary's activities and to be excluded from any discussion or decision-making relating to the matter concerned.

26.3 The Beneficiary shall disclose to the PCC without delay full particulars of any such conflict of interest which may arise and if the Beneficiary has any grounds for suspecting financial irregularity in the use of any money paid under this Agreement, it shall notify the PCC immediately, explain what steps are being taken to investigate the suspicion, and keep the PCC informed about the progress of the investigation.

26.4 For the purposes of Clause 26.3, "financial irregularity" includes fraud or other impropriety, mismanagement, and the use of the Funding for purposes other than those intended by the PCC.

26.5 If the Beneficiary or its employees, agents or representatives commits fraud in relation to this Agreement or any contract with the PCC, the PCC may terminate this Agreement and recover from the Beneficiary the amount of any Funding paid to the Beneficiary together with any loss sustained by the PCC in consequence of any breach of this Clause 26.

## **27 Variation**

27.1 No amendment or variation to this Agreement shall have effect unless made in writing and executed on behalf of the Parties.

## **28 Relationship**

28.1 The Parties are independent entities and not partners, principal and agent, or employer and employee, or in any other relationship of trust to each other. Nothing in this Agreement shall create a partnership or joint venture between the Parties nor authorise any Party to enter into any contract or commitment for and on behalf of the other Party.

## **29 Counterparts**

29.1 This Agreement may be executed in counterparts, each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

## **30 Severability**

30.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of this Agreement shall continue in full force and effect as if this Agreement had been executed with the invalid, illegal or unenforceable provision eliminated.

30.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Agreement, the PCC and the Beneficiary shall immediately commence good faith negotiations to remedy such invalidity.

## **31 Remedies Cumulative**

31.1 Except as otherwise expressly provided by this Agreement, all rights and remedies available to either Party under this Agreement or otherwise are cumulative and may be exercised concurrently or separately, and the exercise of any one right or remedy shall not be deemed an election of such right or remedy to the exclusion of, and shall be without prejudice to the availability of, any other right or remedy.

## **32 Waiver**

32.1 The failure of either Party to insist upon strict performance of any provision of this Agreement, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by this Agreement.

32.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with Clause 33.

32.3 A waiver of any right or remedy arising from a breach of this Agreement shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of this Agreement.

## **33 Notices**

33.1 All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, or mailed (first class postage prepaid) to an

Authorised Representative at the address of the relevant Party, as referred to above or otherwise notified in writing. If personally delivered all such communications shall be deemed to have been given when received (except that if received on a non-Working Day or after 5.00pm on any Working Day they shall be deemed received on the next Working Day) and if mailed all such communications shall be deemed to have been given and received on the second Working Day following such mailing.

- 33.2 For the avoidance of doubt, any notice given under this Agreement shall not be validly served if sent by electronic mail and not confirmed by a letter sent by post.

#### **34 Assignment and sub-contracting**

- 34.1 The Beneficiary may not, without the PCC's prior written consent, assign or sub-contract any right or obligation under this Agreement, in whole or in part.

#### **35 Contracts (Rights of Third Parties) Act 1999**

- 35.1 This Agreement does not and is not intended to confer any contractual benefit on any person who is not a Party to this Agreement pursuant to the terms of the Contract (Rights of Third Parties) Act 1999. This does not affect any right or remedy of such a person that exists or is available apart from that Act.

#### **36 Entire Agreement**

- 36.1 This Agreement constitutes the entire agreement and understanding between the Parties and supersedes any previous arrangement, understanding or agreement between them relating the Funded Services.
- 36.2 The Beneficiary acknowledges and agrees that it has not been induced to enter into this Agreement in reliance upon, and in connection with this Agreement, does not have any remedy and waives all rights in respect of, any warranty, representation, statement, agreement or undertaking of any nature whatsoever other than as expressly set out in this Agreement, except that this Clause 36.2 shall not exclude liability in respect of any fraudulent misrepresentation.

#### **37 Force Majeure**

- 37.1 Neither Party shall be liable to the other Party for any delay or non-performance of its obligations under this Agreement arising from any cause or causes due to a Force Majeure Event, provided that it:
- 37.1.1 promptly notifies the other Party of the Force Majeure Event and its expected duration; and
- 37.1.2 uses reasonable endeavours to minimise the effects of that event.
- 37.2 If, due to a Force Majeure Event, a Party is delayed in or prevented from performing its obligations for a continuous period of more than 5 Working Days OR more than 10 Working Days in any 12 month period, the PCC may terminate this Agreement immediately by notice in writing served on the Beneficiary.

#### **38 Governing Law**

- 38.1 This Agreement shall be governed by and construed in accordance with the Law of England and, subject to Clause 24, the Parties irrevocably submit to the exclusive jurisdiction of the English courts.

This Agreement has been entered into on the date first above written

**Signed for and on behalf of**  
**The Police and Crime**  
**Commissioner for Lincolnshire:**

.....

Authorised Officer

**Signed for and on behalf of**  
**Beneficiary**

.....

Authorised Officer

## SCHEDULE 1

<b>Project</b>	Provision of Practical and Emotional Support to Victims of Crime in Lincolnshire (1 <sup>st</sup> October 2015 to 30 <sup>th</sup> September 2017)
<b>Funded Services including Objectives</b>	<p>1. The Funded Services shall</p> <p><i>enable:</i></p> <ul style="list-style-type: none"> <li>• A referral service with swift exchange of victim details from Lincolnshire Police to the service, as and when required, and in a secure manner;</li> <li>• secure receipt of referrals from British Transport Police and Action Fraud and other Criminal Justice System sources (such as other Police services, Probation Service, CPS) where the victim resides in Lincolnshire;</li> <li>• victim self-referral via a national telephone helpline (see para 6 below) or direct to the service;</li> <li>• Referral to specialist support services as appropriate, such as homicide support, male rape services, Red Cross, BRAKE, Car Call UK (where agreements for such referrals are in place);</li> </ul> <p><i>ensure that:</i></p> <ul style="list-style-type: none"> <li>• victims' data is hosted securely from point of receipt, and that use and onward transfer of this data is compliant with Data Protection Legislation and Information Security Standards;</li> <li>• all victims are contacted following referral in compliance with the <i>Code of Practice for Victims of Crime</i> (the exact method and number of contacts will vary depending on entitlement to enhanced service, priority category and need); for victims assessed as vulnerable, contact will be made no later than 48 hours from receipt of referral. For all other victims, contact will be made no later than 72 hours from receipt of referral in line with Victim Support Operating Procedures set out at Schedule 4.</li> <li>• all victims are provided with information on the services available;</li> <li>• victims, including but not limited to, those in the three priority categories identified in the <i>Code of Practice for Victims of Crime</i> have victim-centred needs assessments to determine individual support needs;</li> <li>• victims are referred or signposted to other support services, including those of other providers, as appropriate;</li> <li>• victims who choose not to report the crime to the police are able to access services; and</li> <li>• details of the service are widely publicised</li> </ul>

	<p>2. The Beneficiary shall offer support to all victims and, in particular, those with enhanced entitlements in the <i>Code of Practice for Victims of Crime</i>, namely:</p> <ul style="list-style-type: none"> <li>• victims of the most serious types of crime;</li> <li>• vulnerable or intimidated witnesses; and</li> <li>• persistently targeted victims.</li> </ul> <p>3. The Beneficiary shall be compliant with all relevant legislation and approved guidance, including but not limited to the <i>Code of Practice for Victims of Crime</i>.</p> <p>4. The Beneficiary shall provide robust evidence that is representative of service users of a) satisfaction with the service and b) how the service achieves the outcomes for victims of 'cope' and 'recover'. This to be in line with the Ministry of Justice reporting requirements for use of the Victims Grant funding.</p> <p>5. Out of proposed office hours, access is available to the national Supportline on a free to call 0808 number. This number to be well publicised.</p>										
<b>Funding</b>	<p>Grant funding for the period 1<sup>st</sup> October 2015 to 30<sup>th</sup> September 2017 - £612,674</p> <p><b>Calculation of grant award:</b></p> <ol style="list-style-type: none"> <li>1) Costed proposal from Victim Support to provide service as described and agreed - £306,337 per year of agreement.</li> <li>2) See page 8 of Victim Support Service Proposal (schedule 4 below) for details of costings.</li> </ol>										
<b>Authority to Award Grant Funding</b>	<p>Section 143 of the Anti-social Behaviour, Crime and Policing Act 2014 provides Police and Crime Commissioners with powers to provide or commission services. Within the meaning of this section, a PCC may provide or arrange for the provision of:</p> <p>(a) services that in the opinion of the PCC will secure, or contribute to securing, crime and disorder reduction in the PCC's area</p> <p>(b) services that are intended by the PCC to help victims or witnesses of, or other persons affected by, offences and anti-social behaviour</p> <p>(c) services of a description specified in an order made by the Secretary of State.</p> <p>A PCC arranging for the provision of services under this section may make grants in connection with the arrangements. A grant may be subject to any conditions (including conditions as to repayment) that the PCC thinks appropriate.</p>										
<b>Details of Payment of Funding / Funding Payment Plan</b>	<p>Subject to compliance with the terms of this Agreement, the Funding will be paid on or by the following dates:</p> <table> <tr> <td>1 October 2015</td><td>£76,584.25</td></tr> <tr> <td>1 January 2016</td><td>£76,584.25</td></tr> <tr> <td>1 April 2016</td><td>£76,584.25</td></tr> <tr> <td>1 July 2016</td><td>£76,584.25</td></tr> <tr> <td>1 October 2016</td><td>£76,584.25</td></tr> </table>	1 October 2015	£76,584.25	1 January 2016	£76,584.25	1 April 2016	£76,584.25	1 July 2016	£76,584.25	1 October 2016	£76,584.25
1 October 2015	£76,584.25										
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1 April 2016	£76,584.25										
1 July 2016	£76,584.25										
1 October 2016	£76,584.25										

	1 January 2017	£76,584.25
	1 April 2017	£76,584.25
	1 July 2017	£76,584.25

## **SCHEDULE 2**

### **Monitoring Information**

The Beneficiary will provide on a monthly basis reports to the PCC on the number of cases, referrals, cases identified for phone contact, initial contact methodology, effectiveness of written contact, needs assessments, service delivery, satisfaction and outcomes, volunteering and costs.

The format for providing this information to the PCC shall remain as per current PCC monthly oversight report format.

In addition to the above the Beneficiary will provide the PCC with a monthly report setting out:

1. a breakdown of the victims supported in Lincolnshire by:
  - district council area
  - ethnicity, gender, and age
  - whether or not the victim is a repeat victim
  - number of victims with enhanced entitlements as defined within the *Code of Practice for Victims of Crime*, namely: victims of the most serious types of crime; vulnerable or intimidated victims; persistently targeted victims
2. Information about how victims in Lincolnshire are supported:
  - how long victims are supported for
  - how many interventions per victim (phone calls/visits)
  - how many are referred onto other services and to which services they are referred
  - outcomes achieved
3. In addition, the Beneficiary will also provide information in line with the publication 'Getting it Right for Victims and Witnesses' from the Ministry of Justice, evidencing the 8 strands of support as appropriate, through case studies as necessary. These 8 strands are:
  - Mental and Physical Health
  - Shelter and Accommodation
  - Family, Friends and Children
  - Education, Skills and Employment
  - Drugs and Alcohol
  - Finance and Benefits
  - Outlooks and Attitudes
  - Social Interaction



**SCHEDULE 3**  
**Lincolnshire Police Data Processing Agreement**

## **SCHEDULE 4**

### **Victim Support Specification for Victim Support Services in Lincolnshire**

## **SCHEDULE 5**

**Specification for whole 'Victim Lincs' model showing relationships and responsibilities between Lincolnshire Police and Victim Support aspects of model.**



## **DATA PROCESSING AGREEMENT**

THIS AGREEMENT is made on the 24<sup>th</sup> August 2015 and sets out the terms and conditions under which personal data held by the specified data controller will be disclosed to the specified data processor. This agreement is entered into with the purpose of ensuring compliance with the Data Protection Act 1998 (herein after called "the Act"). Any processing of data must comply with the provisions of this Act.

### **BETWEEN**

#### **1. The Parties**

- 1.1 This Agreement is between the Chief Constable of Lincolnshire Police (herein after called the "Data Controller") of Force HQ, PO Box 999, Lincoln, LN5 7PH of the one part and the Chief Executive, Victim Support, Hallam House, 56-60 Hallam Street, London W1W 6JL (herein after called the "Data Processor") on the other part.

#### **2. Purpose**

The purpose of the disclosure is to enable employees of Victim Support access to the details of victims who have agreed to the sharing of their data with Victim Support and wish to engage the services of Victim Support, as well as the crimes relating to those victims. Previously, Victim Support has made contact with victims on the behalf of Lincolnshire Police, however, around 80% of those contacted either do not wish to engage with Victim Support, or wish no further contact after initial contact is made, thus causing a waste of time and resources.

Victims will now be asked at the initial attendance or contact following the report of a crime if they are happy for their details to be shared, and if they wish to use the services of Victim Support. This offer will continue to be made during all contacts throughout the life of the investigation and journey of the victim through the Criminal Justice System to ensure that victims can access the service at any time, and not just when they may still be trying to assimilate what has occurred.

This is intended to:

- i) Increase the level of service provided to victims of crime by Victim Support, by providing both emotional and practical support to aid the recovery process of being a victim of crime.
- ii) Enable Lincolnshire Police and Victim Support to work together under the auspices of Lincolnshire Criminal Justice Board with partner agencies to improve victim satisfaction and confidence as required by the Home Office and Ministry of Justice.

- iii) Assist the Chief Constable and Police and Crime Commissioner to fulfil their obligations to manage the Force area and particularly to provide support to victims of crime as required by the Code of Practice for Victims of Crime 2013 issued by the Ministry of Justice and to fulfil commitments to support victims of anti social behaviour.

This is herein after called "the Purpose".

- 2.1 The Purpose is consistent with the original purpose of the data collection for which the data was collected.

### 3. Definitions

- 3.1 The following words and phrases used in the Agreement shall have the following meanings except where the context otherwise requires:
- 3.2 The "**Act**" means the Data Protection Act 1998.
- 3.3 The expressions "**Data**", "**Data Controller**", "**Data Processor**", "**Personal Data**", "**Sensitive Personal data**", "**Processing**", "**Information Commissioner**", "**Data Subject**" and "**Subject Access**" have the same meaning as in Sections 1, 2 and 6 of the Data Protection Act 1998, as amended by the Freedom of Information Act 2000.
- 3.4 "**Police Data**" means any Police information or data including the Police Crime Data and including "Personal Data" and "Sensitive Personal Data" as above made available by the Data Controller to the Data Processor.
- 3.5 "**VS Data**" is created once a victim has agreed to the offer of services from VS and VS have input the relevant personal and sensitive personal data into their VS database.
- 3.6 "**NPCC**" means the National Police Chiefs Council.
- 3.7 The "**Designated Police Manager**" means the Service Improvement Manager, Lincolnshire Police on behalf of the Data Controller or other such person as shall be notified to the Data Processor from time to time as necessary.
- 3.8 The "**Project Manager**" means the Service Delivery Manager, Victim Support, in Lincolnshire, on behalf of the Data Processor, or such other person as shall be notified to the Data Controller from time to time as necessary.
- 3.9 An "**Authorised VS Employee**" is employed by VS, will have been vetted to the same level and have received the same training in data protection and information security as a police employee.
- 3.10 "**Government Protective Marking Scheme**" means a scheme for the classification of information.
- 3.11 "**Agreement**" means the data processor together with its schedules and all other documents attached to or referred to as forming part of this agreement.

### 4. Information Provision

- 4.1 It is recognised that in order to achieve the Purpose, VS will have access to data and information which has, or would be protectively marked as 'Restricted' by the data

Controller under the Government Protective Marking Scheme. This includes the Crime Information System (NICHE RMS).

#### 4.2 The Police Crime Data

- 4.2.1 The Police Crime Data will be referred to authorised VS employees by a business objects management report which will ensure that crime reports within the agreed referral criteria are available to VS through an automated process. The fields included in the business objects management report are the victim's full name and address including post code, telephone numbers, date of birth, ethnicity, crime category, date crime reported, date crime committed, details of the offence, Officer in the Case, Beat Code plus markers for Domestic Abuse and Racial Hatred Crimes. The report will also include if a victim is assessed as Vulnerable, in line with the Code of Practice for Victims of Crime, thus identifying those victims who are eligible for an enhanced service.
- 4.2.2 In addition, and in cases of identified need, data can also be transferred from the Lincolnshire Police Victim Unit, direct to VS using secure email, where a fast referral to VS services is an identified need.
- 4.2.3 In addition, the VS employee can look at the crime report on NICHE (where trained) including the complainant statement, OEL and other documents such as the DASH proforma and any risk assessment and/or needs assessment form.
- 4.2.4 The agreed referral criterion is ALL crimes with the exception of the categories of crime specified below:

Rape/Attempted Rape	Referral by express consent via the dedicated OIC/Emerald Officer
Serious Crime	Murder/kidnap/blackmail referral by dedicated FLO or OIC
Cloaked Crimes	Crimes that involve sensitive victims or crime complaints against Police employees

Officers will give victims an understanding of the emotional and practical support that VS can provide and seek consent to share the victim data with VS from those wishing to receive support. Officers can make urgent referrals to VS via the Lincolnshire Police Victim Unit if the victim needs immediate support and this should again be with the agreement of the victim.

- 4.3 The Police Crime Data will include personal and sensitive personal data about individuals involved in the crime including the victim and may include the victim's name, date of birth, address, ethnicity and details of the crime.
- 4.4 Whilst Lincolnshire Police have agreed with VS that these are counted as referrals to VS, ownership and responsibility for the Police Crime data shall at all times remain with the Chief Constable as data Controller and the Police Crime Data may only be processed by VS in accordance with this Agreement.
- 4.5 Authorised VS staff will go through the referred crime records/information in the business objects management report. They will accept or reject the records/information in accordance with the VS criteria and transfer them by secure email to a VS computer within the VS Victim Care Unit. All the crime records accepted are then imported into the VS Case Management System (CMS) which is a national database within the VS IT systems.

- 4.6 Victim and crime data accepted by VS from the Police Crime data and transferred to the national VS database will be entirely under the control of the VS Data Controller who is responsible for compliance with the relevant legislation.
- 4.7 Where there is a telephone number for the victim, VS staff will attempt to make contact as soon as possible. When contact is made, the VS staff member will confirm the consent already gained from the victim by Lincolnshire Police. Once this has been done, the VS staff can continue to inform the victim about VS and its services which are free and confidential.
- 4.8 In the event of the victim not being contacted by telephone, a letter, email or text will be sent to the victim, subject to the preferences of the victim and the procedures of VS. This will include confirmation that the contact follows consent gained by Lincolnshire Police.

## **5. Use, Disclosure and Publication**

- 5.1 The Police Data will be used solely for the Purpose as specified at paragraph 2.1 of this Agreement. The Police Data shall not at any time be copied, broadcast or disseminated to any third parties, except in accordance with this Data Processing Agreement.
- 5.2 The Police Data will be processed by the Data Processor as necessary to achieve the Purpose and as specified at paragraph 5.1 above. The Data Processor will ensure that authorised VS staff do not view any Police Data which has been excluded in paragraph 4.2 above. In addition, the Data Processor will ensure that authorised VS staff do not view or use any personal information on crimes included on the business objects management report which relate to individuals other than the victim with the exception of the suspect/offender when this is necessary to carry out the Purpose. The Data Processor will also ensure that the authorised VS staff do not view the ongoing investigation and that the record is only accessed to obtain the outline details of the crime including the MO where necessary, the details of the victim, the safe contact telephone number and details of any DASH, risk assessment or needs assessment.
- 5.3 Statistics of the number of crimes in various categories may be used by VS for inclusion in appropriate reviews.
- 5.4 The Police Crime Data for specific victims and crimes can be shared with third parties engaged directly by VS to provide specialist support for that specific victim where necessary, but ONLY where a Data Sharing Agreement of similar security to this Agreement is in place.
- 5.5 With the exception of paragraphs 5.3 and 5.4 above the Data Processor will not publish any Police Crime Data.

## **6. Data Protection and Human Rights**

- 6.1 The use and disclosure of any Personal Data shall be in accordance with the obligations imposed upon the parties to this Agreement by the Data Protection Act 1998 and the Human Rights Act 1998. All relevant codes of practice or data protection operating rules adopted by the Parties will also reflect the data protection practices of each of the parties to this Agreement.



- 6.2 The Parties agree and declare that the information accessed pursuant to this Agreement will be used and processed with regard to the rights and freedoms enshrined within the European Convention on Human Rights and specifically Article 8 (1) which provides a right to respect for private and family life, home and correspondence. Further, the Parties agree and declare that the provision of information is proportionate, having regard to the Purpose and the steps taken in respect of maintaining a high degree of security and confidentiality and that interference is justified under Article 8 (2).
- 6.3 The Parties undertake to comply with the provisions of the Act and to notify as required any particulars as may be required to the Information Commissioner.
- 6.4 Authorised VS Employees will undertake the same data protection and information security induction training and will be issued with the same staff guides as police employees.
- 6.5 The following personnel are authorised by the Parties to advise on data protection compliance, notification, security, confidentiality, audit and co-ordination of subject rights and Freedom of Information:

<i>Nominated Post Holder</i>	<i>Organisation</i>
Senior Delivery Manager	Victim Support
Information Manager	Lincolnshire Police

## **7. Confidentiality**

- 7.1 The Data Processor shall not use or divulge or communicate to any person (other than those whose province it is to know the same for the Purpose, or without the prior written authority of the Data Controller) any Police Data obtained from the Data Controller, which it shall treat as private and confidential and safeguard accordingly.
- 7.2 The Data Processor shall ensure that any individuals involved in the Purpose and to whom Police Data is disclosed under this Agreement are aware of their responsibilities in connection with the use of that Police Data.
- 7.3 The restrictions contained in paragraph 7.1 shall cease to apply to any Data which may come into the public domain otherwise than through unauthorised disclosure by the Parties to the Agreement.
- 7.4 For the avoidance of doubt, the obligations for the confidentiality imposed on the Parties by this Agreement shall continue in full force and effect after the expiry or termination of this Agreement.
- 7.5 Respect for the privacy of individuals will be afforded at all stages of the Purpose.
- 7.6 No steps to attempt to identify any person from the Police Data will be made by any data matching or other exercise outside the terms of this Agreement.

## **8. Retention, Review and Deletion**

8.1 VS Data will be held and retained in accordance with the policy and procedures of Victim Support. If a victim does not wish to have their details retained on the national VS database VS will arrange for their details to be deleted during the weekly update program.

## **9. Security**

9.1 The Data Processor recognises that the Data Controller has obligations relating to the security of data in his control under the Act, ISO 28001 and the NPCC Information Community Security Policy. The Data Processor will continue to apply these relevant obligations as detailed below on behalf of the Data Controller during the term of this Agreement.

9.2 The Data Processor agrees to apply security measures, commensurate with the requirements of Principle 7 of this Act to the Data, which states that "appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data". In particular, the Data Processor shall ensure that measures are in place to do everything reasonable to:

- Make accidental compromise or damage likely during storage, handling, use, processing, transmission or transport
- Deter deliberate compromise or opportunist attack, and
- Promote discretion in order to avoid unauthorised access

9.3 During the term of this Agreement, the Senior Delivery Manager shall carry out any checks as are reasonably necessary to ensure that the above arrangements are not compromised.

9.4 The Data Controller will undertake suitability checks on any VS employee who will have access to police premises and/or Police Data, and/or the Lincolnshire Police data network, and/or the NICHE RMS system and further reserves the right to issue instructions that particular individuals shall not be able to participate in the Purpose without reasons being given for this decision. This decision will be based upon the Force Vetting Policy. The Data Processor will ensure that each person who will participate in the Purpose understands this and provides their written consent.

9.5 Any security incidents, breaches and newly identified vulnerabilities must be reported to the individuals in clause 6.5 of this Agreement at the earliest opportunity. Any allegations or suspicions of misuse will be investigated by Lincolnshire Police Professional Standards Department.

9.6 Access to the Police Data, and/or the Lincolnshire Police data network and/or the NICHE RMS system will be confined to authorised persons only.

9.7 The Data Processor undertakes not to permit any other VS employees or volunteers to access Police data, and/or the Lincolnshire Police data network and/or the NICHE RMS system.

9.8 The Data Processor will not generate reports/documents using Police Data with the exception of paragraph 5.3 above.

## **10. Indemnity**

- 10.1 Lincolnshire Police accept that authorised VS staff will access their network and the NICHE RMS system and the Police data on a best endeavours basis. VS are responsible for any unauthorised or unlawful access, loss, theft, use, destruction or disclosure once it has been transferred to the secure email for onward transmission to the national VS database.

## **11. Disputes**

- 11.1 In the event of any dispute or difference arising between the parties out of this Agreement, the persons appointed pursuant to clause 6.5 of this Agreement and representing the parties to the dispute or difference shall within 20 days of receipt of a written request from any party to the dispute addressed to one of the individuals described at clause 6.5 meet in an effort to resolve the dispute or difference in good faith.
- 11.2 This Agreement is subject to English Law and the jurisdiction of the English Courts. The parties will, with the help of a Centre for Dispute resolution, seek to resolve disputes between them by alternative dispute resolution. If the parties fail to agree within 56 days of the initiation of the alternative dispute resolution procedure, then the parties shall be at liberty to commence litigation.

## **12. Term, Termination and Variation**

- 12.1 This Agreement shall operate with effect from 1<sup>st</sup> October 2015 and will be reviewed every two years.
- 12.2 The Data Controller may at any time by notice in writing terminate this Agreement forthwith if the Data Processor is in material breach of any obligation or there is any intractable disagreement under this Agreement which cannot be resolved under section 11.
- 12.3 At the discretion of the Data Controller this Agreement shall terminate or be amended if subject to a request for assessment, decision notice or enforcement notice from the Information Commissioner. In the event that some or all of the parties do not agree with the action required by the Information Commissioner the parties will seek a majority agreement between themselves regarding whether or not to implement the changes or to appeal the action to the Information Tribunal.
- 12.4 In that event that any party wishes to exit from this Agreement, that party shall serve a notice, in writing, to the other parties on a date not less than 30 days from the date of the said notice, on which the party proposed to exit the Agreement.
- 12.5 In the event that any party wishes to vary any term of this Agreement that party will give notice, in writing, to the other parties, explaining the effect of the reason for the proposed variation. The parties shall, within 30 days of receipt of such a notice meet to discuss the variation.
- 12.6 As the Data Controller of the Personal Data this Agreement covers, the Chief Constable will have the final decision on any proposed variation to this Agreement.

**13. Miscellaneous**

13.1 The Data Processor shall give reasonable assistance as is necessary to the Data Controller in order to enable them to:

- Comply with request for subject access from the Data Subjects;
- Respond to Information Notices served upon them by the Information Commissioner;
- Respond to complaints from Data Subjects;
- Investigate any breach or alleged breach of the Act;
- Respond to requests under the Freedom of Information Act 2000.

13.2 The receipt by the Data Processor of any Subject Access request relating to the Police Data covered by this Agreement must be reported at the earliest opportunity to the Disclosure Team, Information Management as representing the Data Controller, who will assist with preparing a response to that request.

13.3 This Agreement acts in fulfilment of part of the responsibilities of the Data Controller required by paragraphs 11 and 12 of Schedule 1, Part II of the Act.

13.4 This Agreement constitutes the entire agreement between the Parties as regards the subject matter hereof and supersedes all prior oral or written agreements regarding such subject matter.

13.5 If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

13.6 The validity, construction and interpretation of the Agreement and any determination of the performance which it requires shall be governed by the Laws of England and the Parties hereby submit to the exclusive jurisdiction of the English Courts.

**Signed by, or on behalf of, the Chief Constable of Lincolnshire Police**

.....

**Position**.....

**Name (Printed)**.....**Date**.....

**Signed by, or on behalf of, Chief Executive, Victim Support**

.....

**Position**.....

**Name (Printed)**.....**Date**.....

## **SPECIFICATION**

### **Lincolnshire Victim and Witness Service**



**victim**  
**support**  
find the strength

## **Implementation**

The deadline for implementation of the Lincolnshire Victim Service is 1<sup>st</sup> October 2015. By this date the service must be fully operational with no loss or interruption of service between the existing service and the new one. The current service is provided by Victim Support and is a commissioned extension of the service prior to April 2015.

### **Implementation pre-requisites**

The following key activities are considered a pre-requisite for the successful implementation of the service:

- Compliance with the agreed Lincolnshire Victim Journey
- Full compliance with the standards and expectations contained within the Code of Practice for Victims of Crime 2013 and the European Directive on Victims and Witnesses.
- Adherence to the transition plan from the current service provision to the new service
- Identification of all referral mechanisms, development of new or enhancement of existing referral services put in place and operational
- Adoption of the agreed IT case management structure and system
- Development of a system to enable the forecasting of critical points on the Victim Journey and subsequent proactive contact
- Development of a comprehensive training plan for all Victim Service staff (internal and commissioned agency) to ensure that staff are trained in both systems and processes (including all policies and procedures) required to carry out their role effectively and safely.
- Execution of an agreed and comprehensive training plan for necessary Lincolnshire Police staff on the new Victim Service and Track My Crime

### **Lincolnshire Victim Service Model**

The Service model is based on a needs assessed service, with the service delivered being proportionate to those needs. This need is assessed around parameters of harm/impact of harm and vulnerability.

Lincolnshire Police Victim Unit specific responsibilities are shown in blue text

Victim Support specific responsibilities are shown in orange text

Joint responsibilities are shown in black text

The service provided will be delivered as follows:

- Referral service with swift exchange of victim details from Police Force to the Service, as and when required, and in a secure manner
- Referral capability from British Transport Police, Action Fraud and other Criminal Justice Service referral sources such as Probation Service, CPS, Lincolnshire Sexual Abuse Referral Centre and other Police Services.

- Telephone helpline provided 24/7 for access to support for victims outside of office hours. Helpline to be provided on free or cheap to use telephone number.
- Unit providing dedicated single point of contact for each service user
- Telephone support, advice and guidance about the experience of victimisation, witnessing victimisation and the journey through the criminal justice system and other services where appropriate
- A Lincolnshire Police Victim Hub will be responsible for the case management of information gathered and provided to victims and witnesses, collection of information and updates from Police, courts, Crown Prosecution Service, Probation and any other agencies into one case for each service user, to provide regular feedback to victims and witnesses, to include 'out of county' information.
- Maintenance and operation of an electronic case management system capable of interfacing with other criminal justice systems as appropriate
- **To undertake a needs/vulnerability assessment for each victim and witness**
- **Referral to specialist support services as appropriate such as homicide support and male rape services, Red Cross, BRAKE, Car Call UK (where agreements for referrals are in place)**
- **Signposting to specialist services available from other service providers such as Public Health, DWP and others in the voluntary and community sector (where direct referral agreements are not in place)**
- **To systematically gather feedback from victims and witnesses about their experience across services, and to use this feedback to inform services of areas and ideas for improvement.**
- **To use insight from victims and witnesses and expert understanding of the workings of police, justice and support services in Lincolnshire to provide training for front line practitioners across those services in relation to the role of the Victim and Witness Service and in dealing with and supporting victims and witnesses of crime**
- **Coordination of victims and witnesses attendance at court, liaising with the National Witness Service provided by Citizens Advice to arrange pre-trial witness support, such as visits to the court and special measures during the trial**
- Post-trial support, collecting information about the decision made (via the Witness Care Unit) and helping victims and witnesses to understand the outcome of the trial and what to expect next
- Key components of the service, either through direct delivery by the Grant funded provider, sub-contracting arrangements, or facilitated access to services elsewhere such as:
  - Key working
  - One-to-one support
  - Befriending
  - Support Groups
  - Peer Support
  - Talking Therapies
  - Health Promotion/Harm Reduction Advice and Information
  - Advocacy Support to facilitate access to:
    - Housing Support
    - Financial Advice
    - Substance Misuse Services

- Compensation Claims
- Legal Advice
- Other relevant services
- Signposting to appropriate services, such as Community Mental Health Teams
- Risk Assessment

The above list is an outline of the service and should not be considered exhaustive. The service will consider and recommend any additional services which will ensure the successful delivery of the whole scheme.

### **Outside of Scope**

- Witness Service in court provided by Citizens Advice Bureau
- Victim Liaison service provided by the Probation Service
- Victim Liaison service provided by the Crown Prosecution Service
- Specialist support services will be commissioned separately, where needs are more than telephone and one to one emotional support
- National help lines and services will provide support for victims and witnesses of homicide, some domestic and sexual violence and some interpersonal violence such as human trafficking, child sexual exploitation and female genital mutilation

The above list of services carried out by external parties is not exhaustive and may, from time to time, include or exclude other external parties as appropriate. However, links with these provisions is in scope of the scheme and forms part of the requirements for the scheme.

### **Required Outcomes**

Successful delivery of the scheme will result in a number of specific outcomes. The list below is a non-exhaustive list of those considered the most important:

- Victims and witnesses receive immediate offers of support, advice and information from referral into or contacting the Victim and Witness Service when the service is required
- Victims and witnesses are kept informed about the progress of their case throughout policing and justice services, where applicable
- Victims and witnesses receive the specialist support they need from other services provided across victims services, health services and wider public services through appropriate and effective referrals



- Victims and witnesses do not 'fall through the gaps' between any service provided either locally or nationally through effective case management
- Victims and witnesses feel they have received an excellent level of service whether that be through compassionate and sympathetic listening or guidance and signposting to the appropriate external or specialist support they need
- At all times the needs of victims and witnesses are of paramount importance to the service
- Feedback from victims and witnesses about the service they have received and how well it fulfilled their needs at the time will be a key measure

## **Required Outputs**

The following outputs will be measured to ensure performance:

The service will ensure that:

- There is 100% referral of victims, for all crime types and high risk, vulnerable or repeat ASB victims from police services into the Victim and Witness Service
- 100% of callers have a needs/vulnerability assessment carried out
- Contact and support requirements 'contracted' and 're-contracted' with victims and witnesses during each contact, to ensure a flexible approach to the needs of the victim and witness and to ensure expectations are both managed and met
- Delivery of telephone support, advice and guidance on the experience of being victimised or witnessing crimes/incidents is undertaken
- Delivery of face-to-face support where required at a suitable and safe location.
- Collection and management of case details, where appropriate, from police, courts, Crown Prosecution Service and probation, collated by Lincolnshire Police Victim Hub.
- There is the ability to provide update information relevant to each case for those that require it. The data provided should utilise the above data collection process
- Where appropriate, victims and witnesses are referred to specialist services deemed to suit the needs of the victim or witness
- Where appropriate, victims and witnesses are signposted to other services delivered across public agencies and those in the voluntary and community sectors
- Processes and mechanisms are put in place which provide effective organisation and communication with witnesses to attend court, ensuring Witness Services are delivered in accordance with victim and witness needs

- Over time the service, through the Lincolnshire Police Victim Hub, should provide updates from police investigation and court based outcomes to victims and witnesses as required
- An effective mechanism exists to collect and disseminate feedback from victims and witnesses using the service
- Appropriate actions for continual improvement are implemented following feedback from victims and witnesses using the service
- Commitment to work with other institutions to help inform the delivery of training to front line practitioners
- Documentation exists which clearly maps the journey process in a recognised business process mapping terminology
- An Equality Impact Assessment is carried out annually
- A complaints procedure is in place to enable complaints against any individual aspect of the service to allow learning to take place and the issues of victims and witnesses are dealt with promptly and to their satisfaction
- A document library exists which acts as a repository for the above

## **Required Inputs**

The service must have:

- An IT Case Management System capable of interfacing electronically with other Criminal Justice Agencies and Victim and Witness service providers.
  - The system must be able to record and manage cases securely with appropriate access rights granted to view, edit and amend cases by users
  - The system must be capable of providing management reporting and management information of sufficient granularity to provide useful and meaningful data for analytical and performance measuring purposes
  - This system can be developed over time from initial start up of the service, and is likely to be linked to the NICHE system
- A telephone service which will receive calls from a variety of referral methods and provides a telephone service as described in the required outputs section
- A face-to-face service which will deliver emotional support services as described in the required outputs section
- An 'attendance at court' case management service
- An ability to actively recruit, employ and up-skill volunteers to provide services

- Effective training and development of all staff and volunteers to enable them to carry out their role in an effective manner

## **Interfaces and Dependencies**

The following list breaks down the known interfaces and dependencies identified for the Victims and Witness Service. They are arranged as follows:

### Dependencies

- Referral of victims and witnesses into the service through the following routes
  - Self-referrals
  - Police referrals
  - Agency referrals
  - British Transport Police referrals
  - Action Fraud referrals
  - Probation Service referrals
  - Crown Prosecution Service referrals
  - Court Service referrals
  - Other referral mechanisms
- System interoperability with police forces and other agencies as listed above
- Access to, and the provision of, information from each agency, to the Lincolnshire Police Victim Unit in order to update victims and witnesses, and their support/advocates, about their cases

### Interfaces

- Direct interface with Police, Courts and Crown Prosecution Service around provision of updates for investigations and court cases
- Direct interface with the national Witness Service and Police Witness Care Unit
- Direct interface with the national victim helplines and other agencies, including but not restricted to other specialist agencies
- Direct interface with the Victim Liaison role in the Probation Service
- Direct interface with the Victim Liaison role in the Crown Prosecution Service
- Direct interface with all those agencies and police forces providing referrals

## **The Lincolnshire Model**

The Lincolnshire Victim Service model is based on a 3 tiered approach:

Tier 1 – Core Service

Tier 2 – Enhanced Service

Tier 3 – Extended Service

These 3 levels of service will be based on criteria driven from an Initial Victim Needs Assessment (IVNA) and a Comprehensive Victim Needs Assessment (CVNA).

A 'Victim Unit' will be set up within Lincolnshire Police. This will build on the processes of the existing 'Victim Care Unit', but will also incorporate the gateway for the Track My Crime system into Lincolnshire Police, and will have a greater role in keeping victims and witnesses updated.

The main role of the Victim Unit will be:

- General support and assistance for victims and witnesses
- Advise of the current crime status and answer any queries
- Ascertain any further information, such as further evidence
- Signposting to relevant support agencies, through the Grant funded provider
- Provide crime prevention advice
- Advice of the Officer in Charge (OIC) of the case and of their duty availability
- Establish the preferred means of contact for the victim
- Manage expectations of the victim in line with the Victims Code of Practice such as when and how contact will be maintained
- Encourage the use of Victim Personal Statements
- Advise the relevant OIC or local policing team of any requirements for a reassurance visit
- Increase witness service referrals
- Act as the portal for Track My Crime
- Update crimes from information from Track My Crime, notifying OIC or supervisors if additional work/visits are required

- For vulnerable/repeat or persistently targeted victims, will act as 'Case Management Officers' to ensure a link between the police, the victim and any service with which the victim is put in contact.
- Provide updates on Track My Crime in the absence of the OIC as necessary
- Act as the collation point of all complaints made in respect of any aspect of the service
- Help improve overall victim satisfaction

The Victim Unit will also be the point of contact for Officers and staff notifying victims and witnesses with needs.

Officers and staff taking initial crime report details from victims, either in person or by telephone will conduct the IVNA with the victim in a conversational manner, not purely a question and answer manner. This will allow the earliest possible recognition of needs of the victim, and will allow early identification of vulnerable, repeat and persistently targeted victims and witnesses.

Officers and staff will ensure that all victims are aware that their details will be passed automatically to the victim support service.

If this IVNA does not identify any specific needs or vulnerability/repeat aspects, then the 'Core Service' will be provided as below, and will include Track My Crime if appropriate to the victim.

If the IVNA identifies aspects of vulnerability/repeat victimisation a marker on the NICHE system will automatically notify the Victim Unit who will make contact with the victim in the first instance as soon as possible to ensure all their needs to that point have been met and to confirm that the victim support service has been informed and will be in touch.

The victim unit will ensure that this victim is flagged to the Grant funded provider as soon as possible as being in need of support.

In urgent cases, staff will be encouraged to contact the Victim Unit immediately. The Victim Unit will then ensure that contact is made as soon as possible with the Grant funded partner, so that contact is made as soon as possible with the victim.

All victim details will be transmitted, as is the current practice, on a daily basis from Lincolnshire Police to the Grant funded service provider.

## **Tier 1 – Core Service**

The Lincolnshire Victim Service will offer the following access methods to all eligible victims

- Telephone
- Secure email
- Secure text messaging
- Track My Crime

- Post
- Access to an informative and web based resource
- Access to a restorative justice solution

## **Telephone**

The service must operate a phone line which is charged at local call rates at most. Protocols must be in place to manage the following types of call:

- Victims with no crime number but who want to report a crime to the Police
- Victims with no crime number who don't want to report a crime to the Police
- Victims with a crime number who require advice or support
- Family/friends of victims who need information/advice
- Members of the public believing they are victims but who do not fit with the Victim Service criteria
- Victims of road traffic collisions
- Victims of anti-social behaviour
- Complaints
- Compliments
- Press enquiries

The Service must also have a dedicated telephone number for direct calls from Police Officers in charge of each case.

Formal arrangements with the national Victim Information Service and local and national Victim help lines must be established to ensure that the victim has a positive experience of the Service and is given consistent, reliable messages and information with minimum delay to receive the appropriate information/signposting or referral to appropriate practical cope and recovery support. These processes must be auditable.

Within operating hours, all phone calls must be answered within an agreed minimum time standard, and not kept waiting for a further maximum period before being able to speak directly with a Victim Service worker. Breach of this maximum period is to be recorded and managed dependant on risk.

## **Secure email**

The Lincolnshire Victim Service will host an email service operating via a web based system. The email system will be developed in close liaison with the Lincolnshire Police ICT Department (G4S contracted). The website link must allow for contact with the Victim Service. System restrictions around email forwarding must be in place and supported by an operational protocol which must comply with information sharing agreements and information security standards. Separate email accounts must be available for contact with victims and with agreed partners.

### **Text messaging**

The Victim Service will operate the facility to text victims as appropriate and requested by the victim. The facility will have robust information security parameters.

### **Track My Crime**

Track My Crime is a national online case tracking system which will be available to all victims of crime within Lincolnshire. The system allows two way communication between the victim and the Victim service, with Lincolnshire Police providing a 'Victim Unit' as the portal for contact

### **Postal Communication**

The service must provide a postal service that can accommodate the production of standard letters, information packs and individual victim correspondence. Information sent out must be marked as *private and confidential*, and be branded as necessary with the service branding. Letters received must be logged and dated and treated with confidence in line with a robust confidentiality and information management policy.

### **Access to an informative and web based resource**

The Lincolnshire Police website is being redesigned to be more applicable to victims, with an easier means of navigation, and with more appropriate content.

This will be supported with links to the Grant funded victim service website and other support agencies, as well as the National Victim Information Service provided by the Ministry of Justice.

### **Access to a restorative contact service**

Within the Victim Unit, staff from the commissioned Restorative Justice provider will be based to provide a direct link between that unit and restorative justice contact.

The Victim Unit will work with the RJ provider, the Grant funded victim service provider and the OIC to ensure that the restorative justice activity is appropriate for the individual circumstance at the right time.

## **Tier 2 – Enhanced Service**

The Office of the Police and Crime Commissioner for Lincolnshire will Grant fund an organisation to provide an enhanced level of service for victims who are assessed as having needs from the IVNA.

Victims notified to the service provider will be assessed by the provider using a more comprehensive needs assessment to ensure the support provided is appropriate to the needs of that individual victim.

This should include the offer of face-to-face contact with a volunteer/worker trained in the issues relating to specific crime types or victim types (e.g. older person/young person). Victims should be offered an appointment within an agreed minimum time frame, at a time and location accessible and suitable to the victim, between the hours of 8am and 6pm Monday to Friday, apart from bank holidays and an 8 hour time frame on Saturday.

Should the victim have specific equality requirements which mean that Sunday appointments are required, the service should accommodate this.

The service provider should ensure that their service is able to offer face-to-face contact with a male or female contact worker/volunteer should a preference be expressed by the victim.

Working from the comprehensive needs assessment, the service will ensure that the needs of the victim or witness are met.

## **Tier 3 – Extended Service**

The Grant funded provider will offer a victim reassurance role for victims who require an extended service requiring close working relationships with other services, statutory, commissioned, voluntary or others, who are charged with supporting and caring for the victim in light of the impact of the crime.

The service provider will take measures to avoid duplication of effort and be sufficiently flexible to work with providers of cope and recover services, co-locating their own staff within other services, or ensuring excellent communication channels, as appropriate and beneficial to the victim.

The purpose of this tier is to ensure that the victims experience remains central to multi-agency responses to the circumstances surrounding the incident/crime.

The service model is one of an internal administrative hub, linked to the administration team for the Grant funded provider, supported by victim led peripatetic victim visits for those victims assessed at for Enhanced and Extended services.

As previously mentioned, victims can be offered face-to-face visits. The Grant funded provider will develop their own network of sites which can either be formal or informal but must reflect the requests of victims for accessibility and sensitivity.



The supplier must also be able to offer home visits where safe to do so. All peripatetic work must be supported by operational policies around lone working and safety, as well as travel and expense policies.

The supplier is responsible for determining the exact model for peripatetic work.

### **Translation**

The supplier is required to ensure that any language needs, both immediate (on the phone) and at scheduled appointments can be accommodated through effective and prompt access to a translation service. The supplier must be satisfied that the translation service meets quality standards and evidence how it has done this. The OPCC's supplier is named below and the OPCC can confirm they are happy with the performance and standards met within this contract. The OPCC reserve the right to audit compliance in this area. The needs of those with auditory/vision disabilities must also be accommodated.

### **Vetting Levels**

All employees and volunteers working with the service must be security cleared to at least NPPV 2 and wear clear identification badges, branded with the service brand. The cost of vetting and the security badges for staff belonging to the Grant funded provider are to be borne by that provider.

For those members of staff authorised to access other data systems, additional security vetting may be required.

### **Equality and Diversity**

The service, and any Grant funded provider must comply with the Equality Act 2010 and ensure due regard to the duties of public sector organisations under the Equality Act 2010 'Public Sector Equality Duty' in the delivery of the service.

### **Staff Management**

Any provider Grant funded to provide services in this area will be required to describe how it will structure the organisation to meet the demand. The provider must have staffing in place to meet this demand in time for full 'go live' on 1<sup>st</sup> October 2015.

The workforce plan for the supplier should include the development of specialist knowledge and experience in:

- Victims of Sexual Violence (male and female)
- Victims of Domestic Violence

- Victims of repeat ASB
- Victims of Hate Crime
- Young Victims (less than 16 years of age)
- Vulnerable Victims of non-domestic violence
- Vulnerable victims of domestic burglary
- Vulnerable victims of fraud
- Vulnerability as a whole

The provider must seek to develop more than one individual within each specialism, and have an effective absence management plan in place.

The provider will require a substantial number of trained and committed volunteers to meet the anticipated demand. The supplier will need to demonstrate how it intends to recruit, train, coordinate and manage its volunteer team. This must include the specific methods to be used to maintain and further develop this essential part of the workforce.

### **Promotion of Service**

The service will be jointly promoted between the OPCC, Lincolnshire Police and Grant funded provider(s).

A communications function will be built into the service, and will, as a minimum, incorporate the following:

- Close liaison with the OPCC/Lincolnshire Police Communication Lead
- Development and implementation of an annual communication and publicity plan to raise the profile of the service
- Management and development of the Victim aspect of the Lincolnshire Police website
- Regular press releases to raise positive profile about the service
- Promotion of all key phone lines with victims
- Promotion of the services with Police Officers and Staff
- Promotion of the Lincolnshire Police Victims website
- Promotion of the message that individuals who do not wish to report their crime can self refer.

### **Brand**

The Victim and Witness Service, to be known as **Victim Lincs**, is to have its own independent brand which must be used by all parties. The service brand will be significantly more distinct and visible than the brands of Lincolnshire Police, OPCC or supplier on all correspondence and communications.





2015-  
2017+

**Lincolnshire  
Victims Services  
Final Proposal**



[www.victimsupport.org.uk](http://www.victimsupport.org.uk)

# Victim Services in Lincolnshire

This document contains the following:

- Victims Pathway – the service offer for victims following revised needs assessment developed with Lincs Police
- Summary of the 'referrals' model proposed for services to support victims in Lincolnshire – for discussion on what fits best with the OPCC vision
- Service model and staffing premise
- Finance
- Implementation plan

## **Service offer to victims**

From the agreed crime types under the MOJ contract, Lincolnshire received approx. 11,000 referrals last year of which 8000 were contacted overall, the majority with identified needs, had shorter term needs, 1800 detailed needs assessments were completed and of these, victims requested a varying level of service. Approx 750 wanted to be referred to the local support teams for more in depth support. However under VCOP all victims not solely those who have suffered personal safety crimes are entitled to a service offer which increases the number the support offer is being made to.

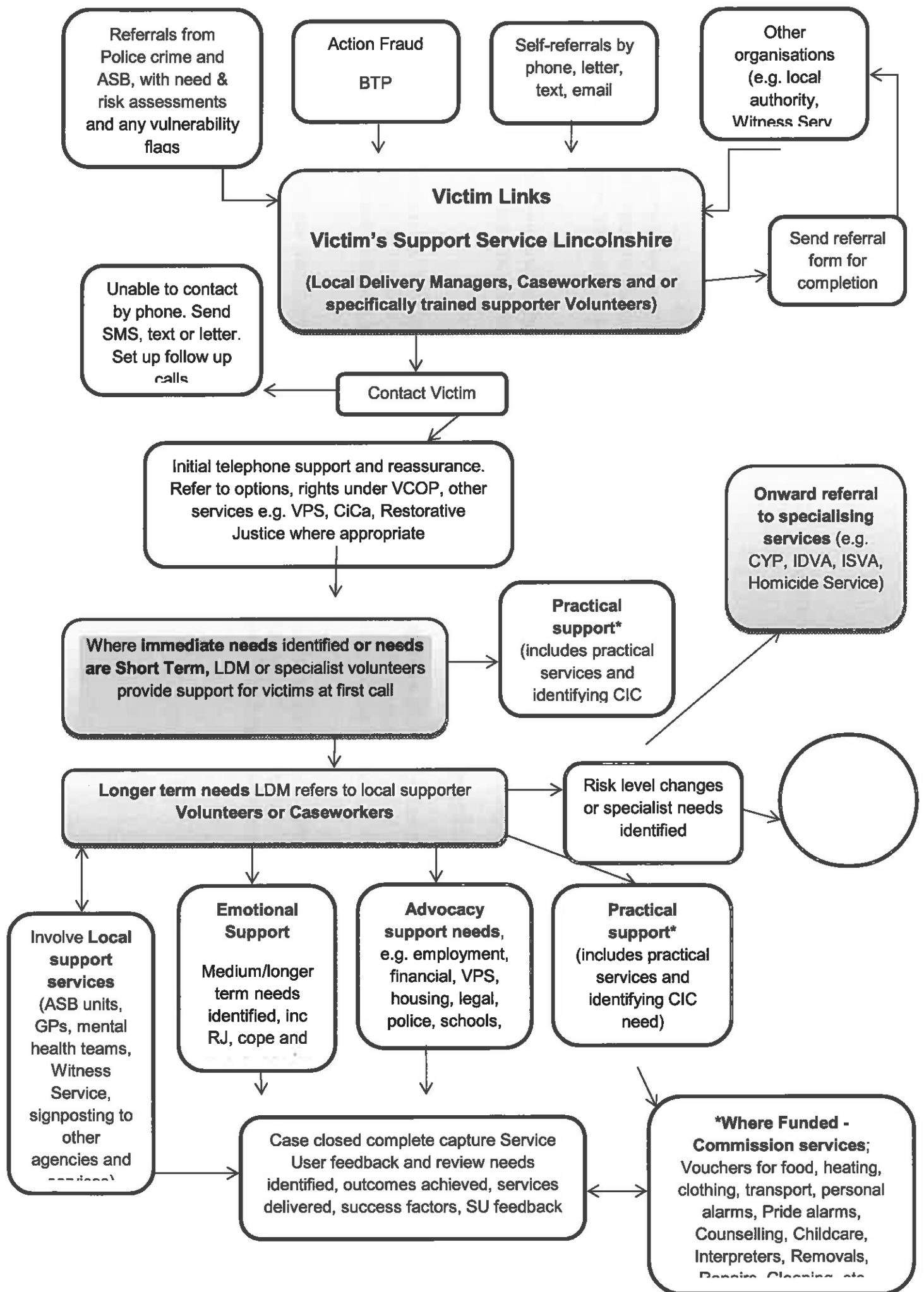
The following model has considered a potential increase in service requests but is focussed on generating self-referrals and third party referrals to ensure those who may not engage with the Police for whatever reasons, are still able to access a service.

**Referrals Model** Utilising a new referral only model as opposed to a download model.

All victims referred are considered as 'in need' and whilst referrals will be prioritised for calls, (e.g. VCOP 'enhanced' are a priority), the victims service seeks to contact all victims referred to the service by telephone or preferred method of contact a number of times. First call and attempt to contact is made within approx. 48hrs and may include an additional specific needs/risk assessment undertaken as appropriate.

Self-referrals are always treated as a priority regardless of crime type and these victims will automatically be offered a follow up call. Certain crime types e.g. burglary, may be referred to specifically trained volunteers to make the first contact. All victims receive a text, email and/or letter within 72hrs where telephone contact has not been successful.

## Lincolnshire Victim Referral Pathway





## Service Summary chart

	Model build on a triage service based in Lincoln office dealing with immediate requirements and future needs assessment and a second stage e.g. Caseworkers or Volunteer Manager Service (assuming 30-40 volunteers) managing the counties longer term need victims, if not complex cases. Models include a p/t Engagement Officer to build presence and profile of services available and ensure accessibility and promotion
Direct referrals from police via ADT - no consent required from victim	Referral only model dependent on mix of Police assessing needs seeking consent and referrals of victims direct and onward referrals (third party)
9am – 6pm Mon to Friday 9am to 5pm Saturday	Broader office hours meeting victims stated preferred contact times. Local supportline runs across other open hours and the national Supportline covers all other out of office hours to enable an out of hours covering service
Self-referrals	Yes
Referrals from Action Fraud	Yes
Referrals from other organisations	Yes once they have completed or provided information pertaining to a new referrals form
Needs assessment completed by initial caller from Victims Service	Police obliged to seek consent with DV/SV with VCOP. Working towards an effective initial needs assessment & vulnerability check by Police Officers, then a referrals model is considered the best model
Numbers of LDMs	2.8 FTE
Number of Admin supporters	1 FTE (0.6 Divisional Admin and 0.4 VCU Admin)
Number of Case workers	1 FTE for complex cases
All victims receive same service but victims prioritised for order of calls according to VCOP.	Yes
Immediate cope & recover support for short term need victims	Yes
Referrals to volunteers for cope and recover longer term support	Yes utilising both volunteers and caseworker (for complex cases)
Complex caseworker support	Yes
Practical support e.g. CIC forms etc.	Yes
Practical support e.g. alarms, removal costs	Yes
RJ offer made	Yes offered at various points along journey, with referral to RJ provider to give the detail on options available
Referral to specialist organisations	Yes and a Young Witness Service provision built in for complex CSE, DV, SV cases
Direct support of DV/SV. DASH/RIC completed	Yes where consent confirmed and service user opts for VS as the service provider (where other options exist)
Service user surveys	Yes
Ongoing promotional activity to build presence and access to service	Yes 0.4 FTE Engagement & Promotional Officer

## **Service Model**

The proposed includes

- Referrals being received when and as they arise, could be a daily download
- Focus on agreed priority cases VCOP enhanced codes, however all other victims offered a service
- An outgoing 10-6pm weekdays 9-1pm Saturdays and incoming victim contact service across other hours
- Supportline provides out of hours service to allow for 24hrs service availability
- Caseworkers providing intensive support services to complex cases across broad hours inc. weekends as required
- Volunteers / Caseworkers provide support services to standard and medium risk & complex victims when needed inc. pm/weekends (exceptions are high risk DV and victims in prison or whose primary needs are health/mental health related)
- Improved new needs assessments (to be developed with Police) and improved delivery approach based on an outcomes model framework
- Enabling of early offers of Restorative Justice to be raised and referral onwards to specialist RJ provider. Ongoing opportunities to raise the RJ option
- Specially recruited and trained volunteers undertake Service User Surveys and also specifically trained volunteers undertake first line calls to certain categories of victims increases capacity as required
- Engagement Officer develop profile of service and means to access the victims support services and other sources of help information and advice, specifically targeting the hard to engage victims of crime
- Young Witness Service enhanced service provision through Queens Award winning service, for complex and serious cases

**Staffing Structure:**

Contract Manager – manages strategic implementation and monitoring of contract. Liaises with OPCC for performance, service delivery and development of service together with new business. Strategic partnership working, liaison with CJS agencies

Operations Manager –Management of day to day operations and management of service delivery. Manages allocation process (download), safeguarding officer and local link to police force

Contact Admin – General office administration. Oversees communication via letter with victims. Administers all contact administration

Contact Handlers/LDMs – Conduct needs assessment and triage with victims over the phone

- Provide volunteer recruitment, support to volunteers and case management

Complex Caseworker - manage a caseload for supporting victims with more complex needs and a requirement for intensive support

Engagement Officer – engage with potential sources of referral, raise profile, promote victim and witness support services, increase access

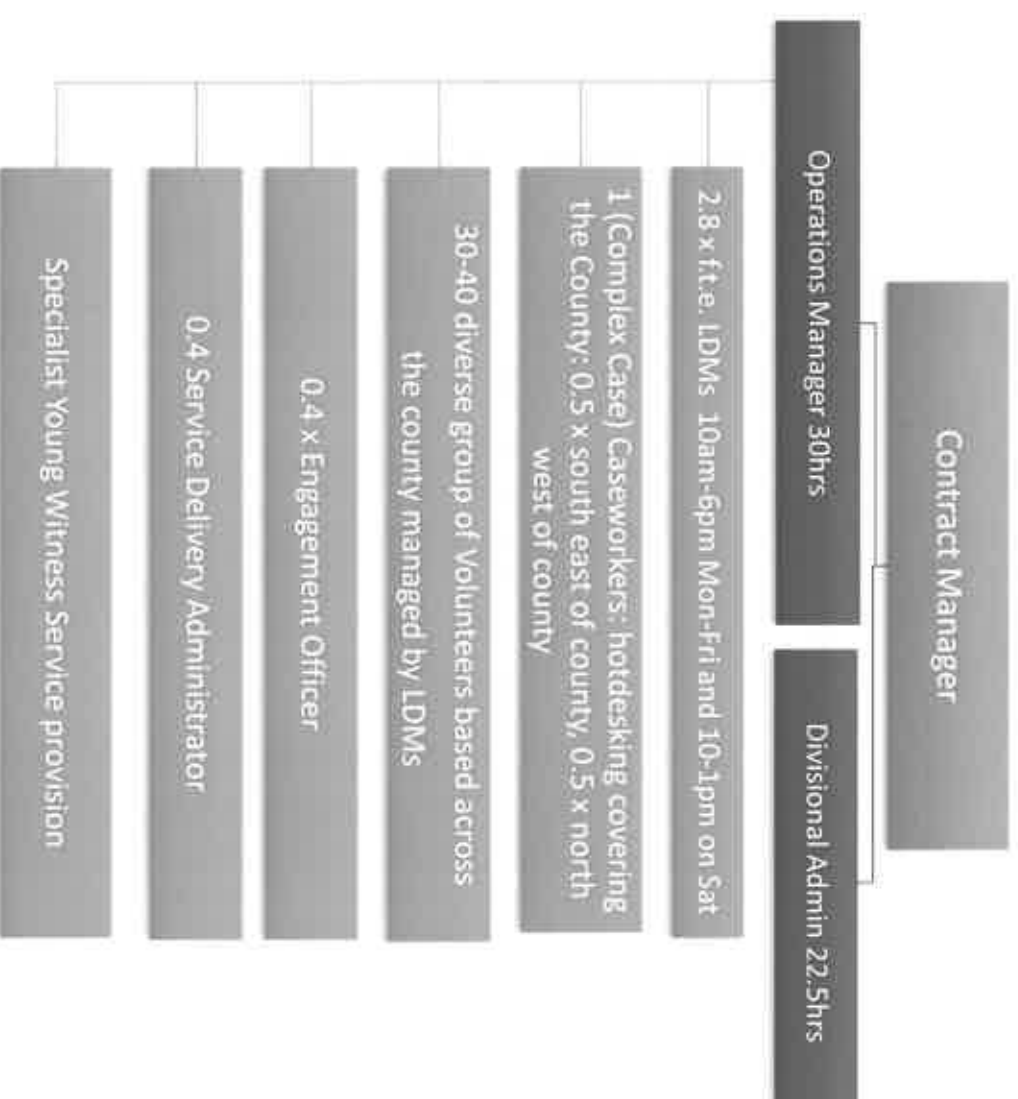
Young Witness Service SDMs (Service Delivery Managers) – overseeing local witness service volunteers providing court related witness support to young witnesses

### A Referrals Model.

An outgoing and incoming victim contact service from 9am initial hour covered by managers and administrators. The outgoing VCU from 10-6pm weekdays and 10-1pm Saturdays (24hrs service coverage and wider service delivery hours allowing for Caseworker/Volunteer and LDM availability)

The victim contact unit will be able to process all victims with identified needs (estimate **4500** or 30 per LDM per day) and provide an immediate service for the needs of 65% (estimate 3250) victims referred. 35% will be referred onwards for longer term support services (estimate 1250):

- The Caseworker will have an overall caseload of 125 complex cases max per year.
- LDMs (overseeing 15 supporter volunteers max each per the LDM) will be able to oversee a further 1000-1200 victims approx.
- SDA sends sms and letter offer of support to those LDMs not able to contact



		Oct 15 - Mar 16		Apr 16 - Mar 17	
<b>TOTAL INCOMING RESOURCES</b>		VS	Total		
<b>People costs</b>					
Total Employed Staff Payroll costs	-	85,065	85,065	173,532	173,532
Total Agency Staff and consultancy	-	-	-	-	-
Total indirect Stall costs	-	6,561	6,561	13,123	13,123
Total Recharged staff costs	-	-	-	-	-
Total Volunteers Expenses	-	5,747	5,747	11,494	11,494
Total Trustees expenses	-	-	-	-	-
Total People costs	-	97,373	97,373	198,148	198,148
<b>Training Cost</b>					
Total Trainers Costs	-	4,709	4,709	9,343	9,343
Total Local Training Costs	-	3,000	3,000	6,000	6,000
Total Training costs	-	7,709	7,709	15,343	15,343
<b>Premises costs</b>					
<b>Rent &amp; rates</b>					
Total Rent & rates	-	5,100	5,100	10,200	10,200
Total Maintenance	-	-	-	-	-
Total Light & heat	-	300	300	600	600
Total Other premises costs	-	180	180	360	360
Total Premises costs	-	5,580	5,580	11,160	11,160
<b>Office operating costs</b>					
Total Telephone & communications	-	2,880	2,880	5,760	5,760
Total IT costs	-	2,200	2,200	4,400	4,400
Total Other office operating costs	-	3,900	3,900	5,400	5,400
Total office operating costs	-	8,980	8,980	15,560	15,560
<b>Other costs</b>					
Total Commissioned Services	-	5,000	5,000	10,000	10,000
Total Grants to third parties	-	-	-	-	-
Total Goods purchased for resale	-	-	-	-	-
Total Fundraising expenditure	-	-	-	-	-
Total Development costs	-	7,000	7,000	11,000	11,000
Total Other costs	-	-	-	-	-
Total overheads costs allocations	-	-	-	-	-
Total Other costs	-	12,000	12,000	21,000	21,000
<b>TOTAL EXPENDITURE</b>		-	131,642	131,642	261,211
<b>Support Functions</b>					
National Support		21,738	21,738	43,125	43,125
Local Support Costs		1,000	1,000	2,000	2,000
<b>TOTAL Support Cost</b>		<b>22,738</b>	<b>22,738</b>	<b>45,125</b>	<b>45,125</b>
<b>TOTAL</b>		<b>154,380</b>	<b>154,380</b>	<b>306,337</b>	<b>306,337</b>

Year 2 includes 2% salary increase

Postage reduced by 50%

Mkt £1k in Year 2

## **Central Support recharge:**

These cover the following vital support functions:

**Contract Management** – using current HR, Finance, CEA and Management and shown within their costs

**HR** (including national learning and skills):

- providing HR business partnering for resourcing and managing relations to service delivery and support functions;
- managing HR systems, data, helpdesk and support; managing health, safety and working environment for whole workforce;
- supporting and promoting equality, diversity and inclusion to all staff and volunteers and encouraging engagement of staff and volunteers;
- managing staff pay, benefits and reward systems including pensions;
- managing staff performance management systems; and
- training and development (learning and skills) to staff and volunteers [excluding local volunteer training as charged directly to the project]

**Finance:**

- providing financial business partnering to service delivery and support functions;
- running the payroll function and centralised purchasing (including processing staff and volunteer expenses);
- reporting to and liaising with funders;
- grant and contract income processing,
- budget management and reporting and consolidation of results;
- statutory obligations (including Audit, filing accounts, Tax and VAT)
- managing investments and treasury function
- managing the finance system, helpdesk and support;
- managing VS's estates; and
- managing VS's risk, legal, insurance and compliance

**IS:**

- providing hardware and software solutions for volunteers and staff;
- managing licenses, servers, broadband and communications lines, hosting, and maintenance; and
- providing in-house support for staff and volunteers (helpdesk) and to finance, staff and volunteer systems [case management costs are charged directly and not in the CSR]

**Communications and External Affairs (CEA):**

- speaking on behalf of victims and witnesses;
- identifying policy solutions;
- building partnerships across the criminal justice system;
- promoting research and awareness of issues, solutions, our services and our fundraising to support core work;

- internal communications to ensure staff and volunteers remain engaged and motivated, aware of broader victim/witness issues and the changing service delivery environment; and
- website development to share critical information for victims and witnesses and to allow them to self-refer their needs to us

## **Programme, Performance and Volunteer Management:**

### Programme management

- designing service delivery processes through the development and planned implementation of operational policy and procedures;
- managing organisational knowledge;
- providing specialist topic-based expertise and oversight of issues impacting on all services;
- managing projects and programmes across the organisation, following project management disciplines; and
- supporting and guiding change which impacts on operations

### Performance management

- providing output and outcome related management information and performance reports to meet internal operational needs and commissioner requirements; and
- providing oversight of the development and implementation of the performance improvement and quality assurance framework, including the achievement of external kite marks

### Volunteer management

- providing support to volunteers and volunteer managers at a national level, through the development of policies, procedures and guidance;
- facilitating internal communications through a variety of mechanisms, to ensure volunteers and their managers remain informed, engaged and motivated;
- facilitating national coordination of the voice of volunteers, so they can help shape the services to victims and witnesses;
- linking with other large national charities who have volunteers at the heart of their organisation, to share ideas and best practice in volunteering; and
- providing support, advice and guidance to other national functions to ensure volunteering best practice is followed, and to ensure the impact on volunteers has been considered in all changes to policies or procedures

## **Governance, Management and Admin:**

- providing company secretarial, Trustees and governance committee support;
- supporting the chief executive unit; and
- providing the administration associated with running a national charity

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## Implementation Plan

Part b	IMPLEMENTATION
	<p>Victim Support (VS) will build on its experience of delivering Victims' Services in Lincolnshire to ensure that the transition to the new service will be smooth and straightforward. We will work closely with the OPCC to finalise the transition plan and to provide a firm structure for the period between contract award and 30th September 2015. The transition will be led by Olwen Edwards (VS Account Manager) and supported by experienced members of the local team (including Alison Cathie, Senior Service Delivery Manager), to seamlessly establish a new Victims Service which builds on previous successes, draws on the learning from local strategies and demonstrates innovation and value for money. We have existing secure IT systems (IL3), security cleared and trained staff and volunteers, partnership/ sub-contractor agreements and longstanding relationships with stakeholders already in place. We are working on a developing relationship with the new Police Victims Unit and welcome the opportunity to shape and be part of its establishment.</p> <p>Overarching activities that we will initiate/undertake during this first quarter (July-September 2015) will include:</p>



**Top level:**

Action required	Owner & timescales	Action required	Owner & timescales
<b>Infrastructure: Staffing &amp; Structure</b>	<ul style="list-style-type: none"> <li>• Consultation with existing staff and volunteers on the new roles, the new approach &amp; expectations and change in delivery, in accordance with HR restructure policy and legal requirements. (AM &amp; HR personnel 3 months)</li> <li>• Recruitment of any additional staff needed - We currently have 2 gaps but will recruitment as soon as the arrangement is signed off. (AM, SSDM &amp; HR 2 months)</li> <li>• Induction of new staff / (re)-training existing staff to the new service specifications and the new service delivery model. (Training 1 month)</li> <li>• Creating the local ADT</li> </ul>	<b>Infrastructure: Volunteer engagement, training and recruitment</b>	<ul style="list-style-type: none"> <li>• Update the volunteer strategy and hold a briefing with our volunteers to explain the changes to the service and to their role. All VS volunteers are already thoroughly trained with a strong understanding of risks, safeguarding issues and the emotional impact of crime; however, we will ensure that volunteers working in this team are fully aware of the new service delivery model and associated forms/tools and reporting needs. (AM/SSDM by Sept 2015)</li> <li>• Start promoting the opportunities to volunteer in the local area, in line with our intention to increase the number of volunteers working with the service. (AM/SSDM briefing sessions in August)</li> </ul>

	download and forming a more cohesive team.		
<b>Technological: IT and office</b>	<ul style="list-style-type: none"> <li>Order new equipment for additional staff and start making necessary changes to our existing contracts to cater for the demand of any additional staff. Please note however that the length of the contract will allow us to renegotiate some of our supply contracts. (DM / IT Dept by Sept 2015)</li> </ul>	<b>Technological: Website development</b>	<ul style="list-style-type: none"> <li>Update and populate the new webpage (AM/VS Comms Dept 1 month)</li> <li>Create links to other key sites (SSDM/IT Dept 1 month)</li> </ul>
<b>Partnership working</b>	<ul style="list-style-type: none"> <li>Strengthen existing partnerships, and use the time after contract award to develop any new partnerships, particularly with those organisations to enhance the OPCC requirements e.g.</li> </ul>	<b>Promotional: Marketing &amp; publicity</b>	<ul style="list-style-type: none"> <li>Design and roll out an internal and external communications plan in collaboration with the OPCC to all key stakeholders – including staff, volunteers, commissioned services and other relevant organisations – to introduce the new service and provide assurance on</li> </ul>

	<p>Chamber of Commerce re. business crime. This will ensure that agreements are in place early, so that referrals can be made seamlessly when the new service starts in October 2015. (AM/SSDM ongoing)</p> <ul style="list-style-type: none"> <li>• Further develop links and clarify the new referral pathways with the Witness Service and requirements for VS to be engaging with those Witness Service related networks which formerly WS managers would have had responsibility for. This will ensure there are no gaps in provision and victim/witnesses are not affected by the change in tenure. (AM by August 2015)</li> </ul>		<p>continuity of service. (AM/SSDM by October 2015)</p> <ul style="list-style-type: none"> <li>• Draft, finalise and progress the marketing and publicity plan in consultation with key partners to ensure the most effective means to reach victims, including a plan to maintain 'reach'. (SSDM by October 2015)</li> <li>• Plan and Launch the new service (AM)</li> </ul>	
<p><b>Organisation: Referral</b></p>	<ul style="list-style-type: none"> <li>• Discussions with Police to make any necessary changes to allow correct referrals to</li> </ul>	<p><b>Organisation: Tools/</b></p>	<ul style="list-style-type: none"> <li>• Establish new tools to support the new streamlined and new look service (SSDM July-Sept 2015)</li> </ul>	

<b>Pathways</b>	<ul style="list-style-type: none"> <li>sent directly but securely to the Lincolnshire Victim Service in readiness for the launch date.(AM/SSDM August 2015)</li> <li>Promote the use of a new referral form to ensure organisations assess need and undertake vulnerability check before referring victims to the service</li> </ul>	<b>methods for the new service</b>	<ul style="list-style-type: none"> <li>Involvement in the development of a) the new needs assessment/vulnerability tools primarily for the Police and VS but also for multi-agency use, b) the means to improve engagement with victims of crime, ways to encourage reluctant victims to access support and ensure consent for follow up calls. (SSDM/EO by October 2015)</li> </ul>
<b>Contract meetings</b>	<ul style="list-style-type: none"> <li>Determine the content of the reporting requirements with the OPCC by August 2015</li> <li>Plan how to capture the data for regular reporting requirements (AM/SSDM and VS Performance Team by August 2015) (Already underway).</li> </ul>	<b>Training</b>	<ul style="list-style-type: none"> <li>Arrange training to cover the additional services now, specifically in supporting victims of business crime, car crime, supporting children and young people, RJ, VPS. (SSDM and Training Dept for September 2015)</li> </ul>

**Further detail on lower level actions:**

ACTION REQUIRED:	OWNER AND TIMESCALES:
<ul style="list-style-type: none"> <li>• Discuss changes to delivery with local authority partners</li> <li>• Establish a series of briefing days with current volunteers to update them on the detail of service changes</li> <li>• Undertake targeted recruitment of volunteers</li> <li>• Ensure local core training courses are available for October/November</li> <li>• Establish rotas for office and safeguarding cover</li> <li>• Progress work with LIPCC in the development of a new needs assessment &amp; vulnerability check tool</li> </ul>	<ul style="list-style-type: none"> <li>• AM/SSDM: August-October 2015</li> <li>• SSDM/AM: set in place in July-August 2015</li> <li>• LDMs: July-August 2015</li> <li>• DM June 2015</li> <li>• SSDM: September 2015</li> <li>• SSDM/AM: June 2015</li> </ul>

<ul style="list-style-type: none"> <li>• Define crimesec types being included for referral (all crimes or all previous crime codes)</li> <li>• Instruct team on maintaining records on the new crime types (depending)</li> <li>• Set a date for a Staff team 'service build' day</li> <li>• Set three dates for volunteer briefings on changes</li> <li>• Build in a review time to assess the service model</li> <li>• Ensure that all processes which were previously completed by the VCU are in place for the new structure</li> <li>• Establish the new referral pathways for the Complex Casework</li> <li>• Define the prioritisation process for</li> </ul>	<ul style="list-style-type: none"> <li>• AM: June 2015</li> <li>• SSDM to devise for launch ~ before September 2015</li> <li>• AM/SSDM for September 2015</li> <li>• DM/SSDM for September 2015</li> <li>• AM December 2015</li> <li>• SSDM</li> <li>• AM: by September 2015</li> <li>• SSDM/DM to review current commissioning services guidance with</li> </ul>
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<p>victims eligible for commissioned services in relation to the funds available</p> <ul style="list-style-type: none"> <li>• Ensure all staff understand how to use new operating tools and forms</li> <li>• Renew the Processing Agreement with Lincolnshire Police</li> <li>• Utilise VS national office expertise to both help with the planning for and mobilisation of the new contract.</li> <li>• Ensure the Head of Information Technology understands the requirements and can ensure IT systems are fully compliant and fit for purpose</li> <li>• Review SLAs for referral pathways with all key agencies including Witness Service</li> <li>• Visit key providers and ensure pathways for referral are clear</li> <li>• Recruit specialist volunteers through targeted recruitment</li> </ul>	<p>NOPCC and set parameters for new service by September 2015</p> <ul style="list-style-type: none"> <li>• SSDM: ongoing but dip samples quarterly</li> <li>• AM by July 2015</li> <li>• AM: by July 2015</li> <li>• AM: by July 2015</li> <li>• SSDM to liaise with national centre staff (ongoing)</li> <li>• DM: Underway</li> <li>• SSDM from June 2015</li> </ul>
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<ul style="list-style-type: none"> <li>• Agree signposting &amp; referral criteria with OPCC and for inclusion on the webpage</li> <li>• Promote the training programme (internal and external) across the staff and volunteers base</li> <li>• Establish dates for the additional training to support the service model</li> <li>• Review the support plan mechanism for new service model</li> <li>• Develop scripts and FAQs for staff to assist the work undertaken with the Police to improve the collection of victim information</li> <li>• Determine key partner meetings to support the business at a strategic level and maintain our presence at key multi agency meetings</li> </ul>	<ul style="list-style-type: none"> <li>• AM during July 2015</li> <li>• Managers during summer 2015</li> <li>• DM: By August 2015</li> <li>• Managers: Ongoing</li> <li>• AM/SSDM: July 2015</li> <li>• AM/SSDM/OPCC July</li> </ul>
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<ul style="list-style-type: none"> <li>• Recruitment to establish a SUS team</li> <li>• Maintain the volunteer network</li> <li>• Develop tools to be used by all staff to run beneficiary/focus groups</li> <li>• Promote Track my Crime</li> <li>• Encourage VS volunteers to attend WS VIW training</li> <li>• Revisit the induction plan and core training following contract award</li> <li>• Review attendance on the new Mental Health training. 75% completion rate by March, 100% by September</li> <li>• Discuss potential new training needs for the staff based on the new crime types and arrange learning sessions</li> <li>• Establish a date for the 'recording' training workshop for all staff</li> <li>• Establish conduct management</li> </ul>	<ul style="list-style-type: none"> <li>• LDMs June-Oct</li> <li>• DA on a quarterly basis</li> <li>• DM with Training Team by July 2015</li> <li>• LDMs: ongoing activity</li> <li>• LDMs: ongoing</li> <li>• DM/SSDM TNA already underway June 2015</li> <li>• DM: by June 2015 (already underway)</li> <li>• SSDM: by August 2015 and ongoing</li> <li>• DM: Already underway</li> <li>• DM: Already underway</li> </ul>
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<p>meetings to establish contract management and a key performance management framework, both for the transition and the duration of the contract.</p> <ul style="list-style-type: none"><li>• Ensure that footers on emails include the necessary contact points/logos. Change the contact points within the internal office listings</li><li>• Establish the monthly reporting pathways and arrangements</li></ul>	<ul style="list-style-type: none"><li>• SSDM: June 2015</li><li>• DM/OPCC: asap</li></ul>
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