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COMISIYNYDD
HEDDLU A THROSEDDU
DYFED-POWYS
POLICE AND CRIME
COMMISSIONER

REPORT / SUMMARY DECISION SHEET

PURPOSE: COMMISSIONER DECISION

Timing: Urgent /-Pressing / Routine
(Specify date required and why, where possible)

Title: Restorative Justice provision by Wales CRC

Category of Decision / Business Area Impact: Commissioning

Executive Summary:

From 1st October 2014, PCCs were given responsibility for commissioning victims' services and received funding from the Ministry of Justice (MoJ) to build capacity and commission Restorative Justice (RJ) provision as part of their wider victims' service grant.

Whilst the MoJ are responsible for commissioning Community Rehabilitation Companies (CRs) to deliver rehabilitation services, it is recognised that commissioning must be responsive to local needs. Each PCC should determine how best to deliver local RJ services. The Services Agreement with each CRC under the Target Operating Model for the Rehabilitation Programme (September 2013) was designed to allow PCCs to commission services under the Agreement directly from CRCs without having to procure these services through a normal open competition tender process.

Wales CRC have trained facilitators who provide RJ conferencing in cases where an offender initiates the process. This service is currently not available in cases where a victim may wish to initiate. It is proposed that the PCC award a sum of £25,000 for the period 1st April 2015 to 31st March 2016 for Wales CRC to deliver victim-led restorative justice available at all stages of the criminal justice system. Details of the aims, objectives and outcomes to be delivered are included at Appendix 1.

Recommendation:

That the Police and Crime Commissioner approve the award of a Service Level Agreement with Wales CRC for provision of RJ conferencing.

Police and Crime Commissioner for Dyfed-Powys

I confirm I have considered whether or not I have any personal or prejudicial interest in this matter and take the proposed decision in compliance with the NOLAN Principles for Conduct in Public Life. The above has my approval.

Signature:

Date:

17 / 3 / 2015

SERVICE LEVEL AGREEMENT FOR PILOT SERVICES 2015-16

Parties

The agreement is between:

Dyfed Powys Police and Crime Commissioner (afterwards known as “the Commissioner”) at Police & Crime Commissioner’s Office, PO Box 99, Llangunnor, Carmarthen SA31 2PF

and

Wales Community Rehabilitation Company (afterwards known as the “Provider”) at Lloyd Street, Llanelli, SA15 2PU.

Authorised Representatives

The parties’ representatives for the purposes of this Agreement shall be:

Dyfed Powys Police and Crime Commissioner:

Alison Perry, Director of Commissioning, of the above address.

Wales Community Rehabilitation Company:

Ella Rabaiotti, Assistant Chief Executive, of the above address.

Terms and conditions of Service

The terms and conditions under which the pilot will be undertaken will be as outlined in the Standard Office of the Police and Crime Commissioner Terms and Conditions of grant agreement.

Any research undertaken must not prejudice any subsequent Procurement process. To ensure this is achieved, the following rules must be followed:

1. Potential providers are advised that their involvement in the research grants them no advantage or disadvantage in any subsequent procurement process and that the Commissioner offers them no commitment or obligation to buy their product or service.
2. Any specification written from knowledge gained from engagement with potential providers must focus on the outcome required, not the process to achieve the outcome.
3. The specification must not be written in a way that restricts competition or favours any particular provider(s)
4. Technical advice on the preparation of an Invitation To Tender or quotation must not be sought or accepted from anyone who may have a commercial interest in them if this may prejudice the equal treatment of all potential providers or distort competition.
5. Presentations by potential providers prior to any formal Procurement process should be discouraged as these may form part of a formal tender process.

1. Aims and objectives of Service

To deliver victim-led restorative justice available at all stages of the criminal justice system.

The pilot will:

- Provide improved access to restorative justice for victims and ensure that the restorative justice service delivered is victim-focussed by making appropriate links with Victim Support, Courts, existing victim liaison officers in Youth Offending and Prevention Services, National Probation Service and the voluntary and community sector
- Provide good quality restorative justice delivered by trained and accredited facilitators
- Identify victims suitable for participation in restorative justice by liaising with relevant partners and victim support organisations. This should include ensuring that victim organisations are aware and able to provide support for the victim prior to and during their involvement in the restorative justice process
- Be based on the existing Community Rehabilitation Company eligibility criteria with the flexibility to extend further dependent upon review
- Undertake risk assessments, prepare for and undertake restorative justice conferences and actions
- Where a need is identified, signpost or refer victims to appropriate independent ongoing support following restorative justice interventions
- Ensure positive outcomes for victims

In order to ensure that the service is appropriately publicised, the OPCC will work with the CRC to jointly market the service.

2. Anticipated Outcomes

- Delivery of a victim-led restorative justice service
- Provision of victim liaison coordination role
- Increased victim access to restorative justice
- Increased positive outcomes for victims undertaking restorative justice

3. Monitoring / Performance Indicators

- The Provider shall keep accurate records relating to the provision of the Service in such form as the Commissioner may reasonably from time to time specify. The Provider shall provide copies of such records when required to by the Commissioner.
- The Provider is required to ensure the submission of a final report on the activities undertaken. This shall include information on:
 - Number of crimes in scope (to be provided by OPCC)
 - Number of victims identified as appropriate to partake in RJ
 - Number of victim-led RJ conferences/actions
 - Number of victims dropping out at each point of the process (attrition rate)
 - Outcomes of restorative justice conferences/actions, broken down by crime and offender type

- Reduction in reoffending of offenders involved in RJ, broken down by crime type
 - Number of victims with further needs identified
 - Proportion of those above receiving referrals into appropriate services
 - Individual anonymised case studies
 - Summary of main challenges identified / experienced (including any waiting lists for service)
 - Lessons learned / summary recommendations for future service planning
- A baseline measurement of the above indicators should be made available at the start of the pilot in order that progress can be evidenced.

5. Staffing (where applicable)

- The Provider will have employment procedures and policies for the selection of staff that are thorough, including the taking up of references and enhanced DBS checks prior to commencement, and do not discriminate on the grounds of race, ethnic origin, religious belief, sexual orientation, nationality or disability.
- Job descriptions and work procedures will be available to all staff to assist them in doing their jobs.
- Staff will be appropriately qualified and experienced.
- Staff to receive appropriate training in order to effectively carry out the Service.

6. Liaison

- The Director of Commissioning for the Office of the Police and Crime Commissioner and the Assistant Chief Executive for the Provider shall liaise closely during the provision of the Service to discuss overall service provision.

7. Duration and level of funding / financial arrangements

- This Agreement shall be for a period of 12 months from **1st April 2015 to 31st March 2016**.
- For the term of this Agreement the Commissioner shall pay the Provider a maximum of **£25,000** for the provision of the Service.
- The payment shall be made **in arrears** to the Provider upon presentation to the Commissioner of an appropriate invoice
- The Provider will be responsible for the financial management of all funding allocated to the Service and will supply the Commissioner with relevant and appropriate financial information as requested. This will include a statement of income and expenditure for the period in question.
- In the event of inappropriate use of, or inadequate accounting for, Commissioner's funds provided to the Provider, or in the event of illegal activity by the Provider or its Committee or staff, the Commissioner reserves the right to withdraw funding immediately and require money already paid to be refunded for period of the Agreement outstanding.

- Invoices to be sent to: Police & Crime Commissioner's Office, PO Box 99, Llangunor, Carmarthen SA31 2PF

Signatures:

Signed:

(duly authorised officer of the Commissioner)

Date:

Signed:

(duly authorised officer of the Provider)

Date:

