

## PFCC Decision Report

**Report reference number:** 001-24

**Classification:** Not protectively marked

**Title of report:** Essex Domestic Abuse Partnership Agreement 2023-25

**Area of county / stakeholders affected:** Countywide

**Report by:** Greg Myddelton (Strategic Head of Partnerships and Delivery)

**Date of report:** 3 January 2024

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### 1. Executive Summary

- 1.1 This decision sheet recommends the endorsement and signing of a refreshed domestic abuse partnership agreement between the PFCC and Essex's upper-tier local authorities.

### 2. Recommendations

- 2.1 That the PFCC endorses v5.1 of the domestic abuse partnership agreement embedded at section 16.1, by authorising the application of their electronic signature on page 8. A Party's liability under the agreement is limited to the financial contribution made to the Fund by that Party

### 3. Background to the Proposal

- 3.1 Since 2015, the PFCC has jointly commissioned Independent Domestic Abuse Advisors (IDVAs) with Essex's upper-tier local authorities. As part of the arrangement, Southend-on-Sea City Council and Thurrock Council provide a financial contribution to the PFCC, whereas Essex County Council's contribution is paid directly to the service provider.

3.2 The original partnership agreement lapsed and there has been a request from Thurrock Council to refresh this agreement to formalise the arrangement and provide a legal basis for them to transfer funding to the PFCC going forward.

#### **4. Proposal and Associated Benefits**

4.1 This agreement supports the joint commissioning arrangements for IDVAs across Essex and allows a transparent process for the transfer of funds between joint commissioners. The agreement will be in place until 2025 when a new domestic abuse contract and partnership agreement is expected to come into effect (please refer to decision report 189-23).

4.2 The agreement notes that “The Parties agree that the aims and objectives of the Collaboration are to act collaboratively in the procurement of the Services so as to ensure the Services are commissioned and delivered in a way that:

- obtains best performance, quality and value from the Commissioned Contracts;
- is reflective of the Parties’ needs; and
- improves the efficiency and effectiveness of DSA Support Services”

#### **5. Options Analysis**

5.1 Local authority partners have requested the refresh of this partnership agreement to provide clarity and transparency around the joint commissioning arrangement. The commissioners could all provide funding to providers separately, but that would create an additional burden on individual commissioners and on service providers. Without a suitable agreement in place, it may not be possible for the PFCC to reclaim funding for commissioned services from local authority partners.

#### **6. Consultation and Engagement**

6.1 The PFCC’s Monitoring Officer has reviewed the updated agreement.

6.2 Joint commissioners in Essex’s upper-tier authorities have encouraged the refresh of this agreement.

#### **7. Strategic Links**

7.1 This agreement supports the joint commissioning arrangements for the Essex domestic abuse service, which is a key element of delivering our Police and Crime Plan priorities to improve support for victims of crime, protect vulnerable people and break the cycle of abuse, and reduce violence against women and girls.

#### **8. Police operational implications**

8.1 Essex Police relies on these jointly commissioned arrangements, and benefits from improved retention rates of victims and survivors who receive support from the specialist providers commissioned.

## **9. Financial implications**

- 9.1 By entering into this agreement, the PFCC will be able to reclaim funding from Southend and Thurrock Councils towards the costs of the countywide domestic abuse support service. This funding sits within the PFCC's Victims' Fund. These contributions amount to £42,000 per annum.
- 9.2 A further contribution is paid by Essex County Council direct to the service provider as part of their multi-year jointly commissioned domestic abuse contract. The value of that contribution is around £1.6m p.a.

## **10. Legal implications**

- 10.1 This agreement was originally drafted by Essex Legal Services and was reviewed and amended in 2018 by Thurrock Legal Services.
- 10.2 The PFCC's Monitoring Officer reviewed the updated agreement prior to the production of this decision report.

## **11. Staffing implications**

- 11.1 No staffing implications have been identified.

## **12. Equality, Diversity and Inclusion implications**

- 12.1 No direct equality, diversity and inclusion implications have been identified.

## **13. Risks and Mitigations**

- 13.1 There is a risk that not having an agreement in place will prohibit the PFCC from reclaiming the £42k per annum contributions towards the costs of the jointly commissioned domestic abuse service from Southend-on-Sea City and Thurrock Councils.

## **14. Governance Boards**

- 14.1 This proposal has not been subject to any formal governance boards.

## **15. Links to Future Plans**

- 15.1 This agreement will support the joint commissioning of the countywide domestic abuse support service. It also complements decision report 189-23 which outlines the proposed approach to future commissioning of DA support services across Essex from 2025.

## 16. Background Papers and Appendices

### 16.1 Essex Domestic Abuse Partnership Agreement v5.1



DSA Fund  
Collaboration Agree

#### Report Approval

The report will be signed off by the PFCC's Chief Executive and Chief Finance Officer prior to review and sign off by the PFCC / DPFCC.

Chief Executive / M.O.

Sign:



Print: P. Brent-Isherwood

Date: 5 January 2024

Chief Finance Officer

Sign:



Print: Janet Perry

Date: 17 March 2024

#### Publication

Is the report for publication?

YES

NO

If 'NO', please give reasons for non-publication (Where relevant, cite the security classification of the document(s). State 'None' if applicable)

None

If the report is not for publication, the Chief Executive will decide if and how the public can be informed of the decision.

**Redaction**

If the report is for publication, is redaction required:

1. Of Decision Sheet?	YES	<input type="checkbox"/>	2. Of Appendix?	YES	<input type="checkbox"/>
	NO	<input checked="" type="checkbox"/>		NO	<input checked="" type="checkbox"/>

If 'YES', please provide details of required redaction:

N/A

Date redaction carried out: .....

**Chief Finance Officer / Chief Executive Sign Off – for Redactions only**

If redaction is required, the Treasurer or Chief Executive is to sign off that redaction has been completed.

Sign: .....

Print: .....

**Chief Executive / Chief Finance Officer**

**Decision and Final Sign Off**

I agree the recommendations to this report:

Sign: 

Print: Roger Hirst

**PFCC**

**Date signed:** 25/03/2024

I do not agree the recommendations to this report because:

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.....  
.....

Sign: