
To: North Strathclyde Community Justice Authority

On: 10th June 2016

Report by: Chief Officer

Heading: Grant Funding to Support a Reduction in the use of Custody for Women

1. Summary

- 1.1** The Scottish Government have advised the Chief Officer in a letter dated 22nd March 2016 (Appendix 1) of an additional grant allocation for the purpose of supporting a reduction in the use of custody for women. The total amount received was £187,500.
- 1.2** As well as the general purpose, above, for the use of this grant, a second purpose is also highlighted in Schedule 1 of the letter as follows “the sustainability of any projects set up in 2015/16 to support the expansion of Supervised Bail and Early Stage Diversion Initiatives for Women”.
- 1.3** Members will recall that last year we agreed to provide Sacro with funding to develop a Bail support and Supervision Scheme for Women appearing in Greenock, Dumbarton and Paisley Sheriff Courts.
- 1.4** Members will also recall that discrete community support services for women have also been developed and funded from previous grant allocations in the same towns.

- 1.5** Following discussion with Local Authorities and Sacro it is proposed to allocate the grant as follows

Total Grant Awarded	£187,500
Shortfall in SACRO funding	£43,000
Remaining grant to be allocated	£144,500

Local Authority	% age Core Grant Allocation	Funding for Women's Services 2016/17
Renfrewshire	35%	£50,575
Inverclyde	18%	£26,010
East Renfrewshire	6%	£8,670
Argyll Bute & Dunbartonshires	41%	£59,245

The allocation will enable Sacro to continue the Bail service until 30/06/2017 when a decision will be made by the new partnerships about future funding. The allocation will also enable the continuity of the community support services mentioned in 1.4 of this report.

2. Recommendations

- 2.1** The Authority is asked to note the content of this report.
- 2.2** Approve the allocation set out in 1.5 above.
- 2.3** Request that all grant recipients provide a report to the September meeting of NSCJA detailing their use of the allocated funding to meet the objectives detailed in 1.1 and 1.2.

3. Background

- 3.1** The eight CJAs each received an equal share of £1.5 million transferred from the Scottish Prison Service as part of their strategy to reduce the numbers of women in prison.
- 3.2** From 2017 onwards this grant is likely to be allocated directly to Local Authorities using the new funding formula.

Implications of the Report

Equality & Human Rights

The Recommendations contained within this report have been assessed in relation to their impact on equalities and human rights. No negative impacts on equality groups or potential for infringement of individuals' human rights have been identified arising from the recommendations contained in the report. If required following implementation, the actual impact of the recommendations and the mitigating actions will be reviewed and monitored, and the results of the assessment will be published on the Authorities website.

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Chief Officer
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29 MAR 2016

22 March 2016

Dear Jim

**DISTRIBUTION OF GRANT FUNDING 2016/17
TO COMMUNITY JUSTICE SERVICES TO SUPPORT A REDUCTION IN THE USE OF
CUSTODY FOR WOMEN**

The Scottish Ministers in exercise of their powers under sections 27A(1) of the Social Work (Scotland) Act 1968 as amended hereby offer to give to North Strathclyde Community Justice Authority ("the Grantee") for financial year 2016-17 a grant of up to £187,500 STERLING, payable over the financial year 2016 to 2017, in connection with the delivery of community justice services for women offenders, which is more particularly described in Part 1 of Schedule 1 and subject to the following terms and conditions:

1 Definitions and Interpretation

- 1.1 In these Conditions, the words and expressions set out in **Schedule 4** shall have the meanings ascribed to them in that Schedule.
- 1.2 In these Conditions unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders
- 1.3 The headings in these Conditions are for convenience only and shall not be read as forming part of the Conditions or taken into account in their interpretation.
- 1.4 Except as otherwise provided in these Conditions, any reference to a clause, paragraph, sub-paragraph or schedule shall be a reference to a clause, paragraph, subparagraph or schedule of these Conditions.

2 Purposes of the Grant

- 2.1 The Grant is made to enable the Grantee to carry out activities aimed at supporting a reduction in the use of custody for women
- 2.2 The Grant shall only be used for no other purpose whatsoever.

- 2.3 No part of the Grant shall be used to fund any activity or material which is party political in intention, use, or presentation or appears to be designed to affect support for a political party.
- 2.4 The main objective of the Grant is to provide support to the Community Justice Authority to carry out activities aimed at supporting a reduction in the use of custody for women in 2016-17, as described in Schedule 1 Part 1 of this letter.
- 2.5 The targets / milestones against which progress in achieving objectives / expected outcomes shall be monitored are described in Schedule 1 Part 1 of this letter.
- 2.6 The eligible costs for which this grant can be claimed are those set out in Schedule 1 Part 1 of this letter. The eligible costs exclude reclaimable Value Added Tax.

3 Payment of Grant

- 3.1 The Grant shall be paid by the Scottish Ministers to the Grantee in accordance with the terms of **Schedule 1** attached.
- 3.2 The Grantee shall, following the end of financial year 2016-17 in respect of which a Grant payment has been paid, and along with the Community Justice Authority annual accounts, submit to the Scottish Ministers a statement of compliance with the Conditions of the Grant using the form of words provided in **Schedule 3**. The statement shall be signed by the Grantee's Chief Officer

4 Inspection and Information

- 4.1 The Grantee shall keep the Scottish Ministers fully informed of the progress of the Project in the form of updates as and when requested. Details shall include actual expenditure to date compared with profiled expenditure and any change to estimated expenditure for the financial year and/or the project as a whole, the reasons for any such change and progress in achieving objectives/outcomes
- 4.2 Revisions to any targets / milestones against which progress in achieving objectives / outcomes are monitored shall be subject to the written agreement of the Scottish Ministers.
- 4.3 The Grantee shall, on completion of the Project, submit a report to the Scottish Ministers summarising the outcomes and performance of the Project. Such a report shall include such statistical and other information relating to the impact of the Project as shall be required by the Scottish Ministers.
- 4.4 The Grantee shall also provide any other information that the Scottish Ministers may reasonably require to satisfy themselves that the Project is consistent with the Agreement. The Grantee shall provide the Scottish Ministers with prompt access to any information they reasonably require to ensure compliance with these Conditions.
- 4.5 The Grantee shall keep and maintain adequate and proper records and books of account recording all receipts and expenditure of monies paid to it by the Scottish Ministers by way of the Grant. These should be kept for six years after the expenditure occurs. The Grantee shall afford the Scottish Ministers, their representatives, the Auditor General for Scotland, his/her representatives and such other persons as the Scottish Ministers may reasonably specify from time to time, such access to those records and books of account as may be required by them at any reasonable time in response to a written request for such access from the person seeking it. The Grantee shall provide such reasonable assistance and explanation as the person carrying out the inspection may from time to time require.
- 4.6 In the event of the Grantee becoming aware of or suspecting any irregular or fraudulent activity that may have any impact on the Project or on the use of the Grant, or any part of it,

the Grantee shall immediately notify the Scottish Ministers of such activity and provide such other information as the Scottish Ministers may reasonably require in relation to the impact on the Project and the use of the Grant.

5 Confidentiality and Data Protection

- 5.1 The Grantee will respect the confidentiality of any commercially sensitive information that they have access to as a result of the Project.
- 5.2 Notwithstanding the above, the Grantee may disclose any information as required by law or judicial order. All information submitted to the Scottish Ministers may need to be disclosed and/or published by the Scottish Ministers. Without prejudice to the foregoing generality, the Scottish Ministers may disclose information in compliance with the Freedom of Information (Scotland) Act 2002, any other law, or, as a consequence of judicial order, or order by any court or tribunal with the authority to order disclosure. Further, the Scottish Ministers may also disclose all information submitted to them to the Scottish or United Kingdom Parliament or any other department, office or agency of Her Majesty's Government in Scotland, in right of the Scottish Administration or the United Kingdom, and their servants or agents. When disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed by both parties that the Scottish Ministers shall if they see fit disclose such information but are unable to impose any restriction upon the information that it provides to Members of the Scottish Parliament, or Members of the United Kingdom Parliament; such disclosure shall not be treated as a breach of this agreement.
- 5.3 The Grantee shall ensure that all requirements of the Data Protection Act 1998 are fulfilled in relation to the Project.
- 5.4 To comply with section 31(3) of the Public Services Reform (Scotland) Act 2010, the Scottish Ministers publish an annual statement of all payments over £25,000. In addition, in line with openness and transparency, the Scottish Government publishes a monthly report of all payments over £25,000. The Grantee should note that where a payment is made in excess of £25,000 there will be disclosure (in the form of the name of the payee, the date of the payment, the subject matter and the amount of grant) in the both the monthly report and the annual Public Services Reform (Scotland) Act 2010 statement.

6 Disposal of Assets

- 6.1 The Grantee shall not, without prior written consent of the Scottish Ministers, dispose or permit disposal of any asset funded, in part or in whole, with Grant funds within 5 years of the asset being acquired. During that period the Scottish Ministers shall be entitled to the proceeds of the disposal – or the relevant proportion of the proceeds based on the percentage of grant funding used in connection with the acquisition or improvement of the asset against the whole proceeds. The Scottish Ministers shall also be entitled to the relevant proportion of any proceeds resulting from any provision included as a condition of sale. Recovery by the Scottish Ministers shall not be required where the value of the asset is less than £1000.

7 Publicity

- 7.1 The Grantee shall where reasonably practicable acknowledge in all publicity material relating to the Project the contribution of the Scottish Ministers to its costs. The Scottish Ministers may require to approve the form of such acknowledgement prior to its first publication.

8 Intellectual Property Rights

- 8.1 All Intellectual Property Rights are hereby assigned to and shall vest in the Crown or its assignees.
- 8.2 The Grantee shall ensure that nothing contained in any materials produced or submitted to the Scottish Ministers by the Grantee or anyone acting on its behalf nor the reproduction of such materials, shall constitute an infringement of any third party copyright or intellectual property right and shall indemnify the Scottish Ministers against all actions, proceedings, claims and demands made by reason of any such infringement.

9 Default and Recovery etc. of Grant

- 9.1 The Scottish Ministers may re-assess, vary, make a deduction from, withhold, or require immediate repayment of the Grant or any part of it in the event that:
 - 9.1.1 The Grantee commits a Default
 - 9.1.2 The Scottish Ministers consider that any change or departure from the purposes for which the Grant was awarded warrants an alteration in the amount of the Grant;
 - 9.1.3 The Grantee or the local authority funded by the Grantee, fails to carry out the Project;
 - 9.1.4 In the Scottish Ministers' opinion, the progress on the Project is not satisfactory; or
 - 9.1.5 In the Scottish Ministers' opinion, the future of the Project is in jeopardy.
- 9.2 If, in the Scottish Ministers' opinion, the Grant or any part of it is state aid and they consider that they are required to recover such sum in order to ensure compliance with their obligations under EU law Scottish Ministers may require immediate repayment of the Grant or any part of it together with interest at such rate and on such basis as may be determined from time to time by the Commission of the European Union.
- 9.3 In the event that the Grantee becomes bound to pay any sum to the Scottish Ministers in terms of clause 9.1, the Grantee shall pay the Scottish Ministers the appropriate sum within 14 days of a written demand for it being given by or on behalf of the Scottish Ministers to the Grantee. In the event that the Grantee fails to pay the sum within the 14 day period.
- 9.4 Notwithstanding the provisions of this clause 9, in the event that the Grantee is in breach of any of the Conditions, the Scottish Ministers may, provided that the breach is capable of a remedy, postpone the exercise of their rights to recover any sum from the Grantee in terms of clause 9 for such period as they see fit, and may give written notice to the Grantee requiring it to remedy the breach within such period as may be specified in the notice. In the event of the Grantee failing to remedy the breach within the period specified, the Grantee shall be bound to pay the sum to the Scottish Ministers in accordance with the foregoing provisions.
- 9.5 Any failure, omission or delay by the Scottish Ministers in exercising any right or remedy to which they are entitled by virtue of clauses 9.1 to 9.3 shall not be construed as a waiver of such right or remedy.

10 Assignment

- 10.1 The Grantee shall not be entitled to assign, sub-contract or otherwise transfer its rights or obligations under the Agreement without the prior written consent of the Scottish Ministers.

11 Termination

- 11.1 The Agreement may be terminated by the Scottish Ministers giving not less than 3 months' notice in writing from the date of the notice being sent.

12 Corrupt Gifts and Payments of Commission

- 12.1 The Grantee shall ensure that its employees shall not breach the terms of the Bribery Act 2010 in relation to this or any other grant. The Grantee shall ensure that adequate controls are in place to prevent bribery.

13 Continuation of Conditions

- 13.1 These Conditions, except for Condition 6, shall continue to apply for a period of 5 years after the end of the financial year in which the final instalment of the Grant was paid.
- 13.2 Condition 7 shall continue to apply until the end of the period referred to in that Condition.

14 Compliance with the Law

- 14.1 The Grantee shall ensure that in relation to the Project, they and anyone acting on their behalf shall comply with the relevant law, for the time being in force in Scotland.
- 14.2 If you wish to accept the offer of this Grant on the whole terms and conditions as set out in the letter and annexed Schedules, you should sign and date both copies of the Grant Acceptance below and return one copy of the offer of Grant and Schedules to john.mullett@gov.scot. You should retain the second copy of the offer of Grant and Schedules for your own records

Yours sincerely



Neil Robertson
Community Justice Division

22 March 2016

GRANT ACCEPTANCE

On behalf of North Strathclyde CJA I accept the foregoing offer of Grant by the Scottish Ministers dated 22 March 2016 on the whole terms and conditions as set out in the letter and annexed Schedules.

I confirm that I hold the relevant signing authority.

Signed:
[Authorised Signatory]
Print Name:
Position in Organisation of Person Signing:
Address and telephone number:
Date:

SCHEDULE 1

PART 1: Purpose of the Grant

1. The overall purpose of this grant is to provide additional support to the North Strathclyde CJA in order to allow you to work towards reducing reoffending for women in your CJA area.
2. Furthermore, the allocation of £187,500 has been made **specifically** to support:
 - A reduction in the use of custody for women; and
 - The sustainability of any projects set up in 2015/16 to support the expansion of Supervised Bail, and Early Stage Diversion initiatives for women.

Utilisation / Monitoring

3. The CJA will be responsible for deciding how the funding is used, and will be accountable for those decisions. However, this funding is being provided specifically for activities aimed at supporting a reduction in the use of custody for women.
4. CJAs are invited to identify through forecasting any potential underspend in respect of this additional funding no later than the end of November 2016. Any funding provided to support alternative measures to reduce the use of custody for women, which cannot be utilised in the 2016-2017 would be regarded as an underspend and would **not** be rolled forward. It is therefore important that we identify any surplus to Scottish Government early, so that it may be redirected towards other geographic areas where the funding could be utilised as intended.

Whilst the Scottish Government may seek updates on how the funding is being used, each CJA should account for this funding within its annual report for 2016/17, detailing the initiatives that were created or supported by the additional funding.

PART 2: PAYMENT OF GRANT

1. The total Grant of £187,500 shall be payable by the Scottish Ministers to the Grantee in one instalment, on receipt of a completed claim for Grant in the form set out in **Schedule 2** together with the associated monitoring information set out in paragraph 4.1 of the Offer of Grant.
2. The total Grant shall be payable in the financial year 2016/17, and shall be effective from 1 April 2016.
3. Each claim shall be for an amount equal to the actual reasonable and proper costs and expenses incurred by the Grantee in connection with the Project.
4. On receipt of each claim (and any required documentation and information), the Scottish Ministers shall determine the amount of expenditure which they consider the Grantee has reasonably and shall reasonably and properly incur in connection with the Project having regard to that claim. The determination shall be based on the information provided by the Grantee in accordance with this Schedule. The Scottish Ministers shall use their best endeavours (but shall be under no obligation or duty) to pay the amount determined to the Grantee within 2 weeks of receiving a claim and any required documentation and information relevant to the claim.
5. The Scottish Ministers shall not be bound to pay any instalment of the Grant which has not been claimed by the Grantee by 31 March of the applicable financial year, unless otherwise agreed in writing by the Scottish Ministers.
6. In order to facilitate the accrual of expenditure of the Grant for the financial year the Grantee shall, where appropriate, advise the Scottish Ministers in writing by 4 April the amount of the Grant actually expended up to and including 31 March.

Schedule 2 – Application for payment of Grant

Where a claim covers more than one expenditure code as per Schedule 1, please submit a separate claim form for each.

Please ensure that all appropriate receipts are attached to this claim form.

Date Submitted to Scottish Government ____/____/____

1 Applicant Details Name of Grant Recipient _____ Address _____ _____ Postcode _____ Telephone Number _____						
2 Project Address or Name						
3 Costs for which Grant is being claimed Code: 6006 Please provide a brief description of the costs claimed and state amount(s). This should match the schedule attached to your offer of grant. <table><tr><td>Total This Claim</td><td>Grant Paid to date including this claim</td><td>Remaining Grant still to draw down</td></tr><tr><td>£ _____</td><td>£ _____</td><td>£ _____</td></tr></table>	Total This Claim	Grant Paid to date including this claim	Remaining Grant still to draw down	£ _____	£ _____	£ _____
Total This Claim	Grant Paid to date including this claim	Remaining Grant still to draw down				
£ _____	£ _____	£ _____				
4 Bank Details:- Name & Address Name _____ Sort Code _____ Address _____ Account Number _____ _____ Postcode _____						
5 Declaration I hereby state that this claim for payment complies with all conditions stated in the Grant offer for the project, and that the information given above is true and complete. Signature _____ Print Name _____ Designation _____ Date _____						
6 SCOTTISH GOVERNMENT USE ONLY -- APPROVAL Date Received _____ SG Cost Centre _____ Entity Code <u>600</u> Amount of grant to be paid £ _____ SEAS account code 6006 _____ Programme Code _____ Authorised by _____ Print Name _____ Date _____						

SCHEDULE 3

STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT

This is to confirm that the grant claimed by North Strathclyde CJA in connection with the delivery of services to support a reduction in the use of custody for women during the financial year ended 31 March 2017 was properly due and was used for its intended purpose(s) in accordance with the terms and conditions of the Grant. This statement is supported by the records of North Strathclyde CJA

Signed:
Name in block capitals:
Position:
Date:

SCHEDULE 4

DEFINITIONS

“Agreement” means the agreement constituted by the Scottish Ministers’ invitation to apply for a grant, the Grantee’s submission document at Part 1 of Schedule 1, these Conditions and the Grantee’s acceptance of these Conditions;

“Conditions” means these grant conditions;

“Default” means:

- (a) Any breach of the obligations of either party under this Agreement (including, but not limited to, any breach of any undertaking or warranty given under or in terms of this Agreement);
- (b) Any failure to perform or the negligent performance of any obligation under this Agreement;
- (c) Any breach of any legislation; or
- (d) Any negligence or negligent or fraudulent mis-statement or misappropriation of Grant, or any other default,

In all cases by either party, its employees, agents or representatives;

“Financial Year” means a period from 1 April in one year until 31 March in the next;

“Grant” means the grant offered by the Scottish Ministers to the Grantee as specified in the offer of grant, as varied from time to time in accordance with these Conditions;

“Grantee” means the person, organisation or body to which the Grant will be payable as specified in these Conditions. Where two or more persons, organisations or bodies are the Grantee, references to the “Grantee” are to those persons, organisations or bodies collectively and their obligations under the Agreement are undertaken jointly and severally;

“Intellectual Property Rights” means all rights of ownership, including all copyrights and other intellectual property rights in books, leaflets and other printed and published materials in whatever form produced as part of the Project by or on behalf of the Grantee including all reports and any such published materials stored in or made available by means of an information technology system and the computer software relating thereto and all patents, trademarks, registered designs and other rights in the nature of intellectual property;

“Project” means the purpose for which the Grant has been awarded as described in the Offer of Grant;

“Payment” means each of the payments specified in Schedule 1 hereto.

