

## PFCC Decision Report

**Please ensure all sections below are completed**

**Report reference number:** 020/20

**Classification** Not protectively marked

**Title of report:** Sexual Abuse Referral Centre 2020-2025

**Area of County/Stakeholders affected:** Countywide

**Report by:** Kirsty Smith

**Date of report:** 14<sup>th</sup> February 2020

**Enquiries to:** Kirsty.smith@essex.police.uk

### 1. Purpose of report

- 1.1. To seek approval for the allocation of up to £951,893 PFCC contribution over five years to Mountain Healthcare. This is in the form of a standard contract with NHS England and Essex Police. The full contract value is £3,807,572. The PFCC's allocation will be provided from the Victims' Commissioning Fund.

### 2. Recommendations

- 2.1. Approve the allocation of up to £951,893 over five years from the Victims' Commissioning Fund to Mountain Healthcare to deliver services within the Sexual Abuse Referral Centre to support victims of sexual abuse and capture evidential material.

### 3. Benefits of Proposal

- 3.1. The sexual violence and abuse support services will ensure compliance with the Victims Code of Practice, ensuring victims of sexual violence and abuse are supported in order to cope and recover from the impact of the crime.
- 3.2. Working with colleagues in collaboration with NHS England, the new service will ensure that:
  - Victims of sexual abuse are supported in an accessible environment with highly qualified staff
  - Quality and standards are high to meet all evidential data quality requirements

- Mountain Healthcare is an experienced provider and has demonstrated high clinical standards to meet NHS requirements

3.3 Mountain Healthcare is the incumbent provider therefore the benefits of the organisation continuing to provide the service are:

- Continuation of care and support to victims of crime
- Its experience of Essex, its geography and the demand
- Its strong relationship with existing partners and the fact that it can continue to develop these relationships over the next 5 years.

#### **4. Background and proposal**

4.1. Mountain Healthcare provides services to ensure the successful running of the Sexual Abuse Referral Centre (SARC). The PFCC currently has a contractual arrangement with Mountain Healthcare. This contract is due to expire on 31<sup>st</sup> March 2020.

4.2. This contract is a result of an open OJEU tender process for the Sexual Abuse Referral Centre which was launched in summer 2019 and managed by the 7 Force Procurement Team. The objective of the tender was to identify a provider that would manage and provide services within the Sexual Abuse Referral Centre. This procurement process was assessed by an evaluation panel that included representatives from the PFCC, NHS England and Essex Police.

4.3. The tender process identified that Mountain Healthcare's bid was the most economically advantageous; satisfied the financial requirement, and achieved a compliant quality score. Mountain Healthcare showed experience within the field and demonstrated a clear understanding of forensic and clinical requirements. The new contract award is for a three-year term with the option to extend for another two years.

4.4. Quarterly performance monitoring is already in place between Mountain Healthcare, the PFCC, NHS England and Essex Police to ensure key performance indicators are met. These arrangements will continue with the new contract.

#### **5. Alternative options considered and rejected**

5.1 The PFCC could choose not to invest in this service. This would:

- Produce a funding gap and jeopardise the available service to victims of sexual assault.
- Reduce the support available to help victims cope and recover
- Reduce the ability to obtain evidential accounts to support criminal justice outcomes.

5.2 The PFCC has developed strong working relationships with Essex Police and NHS England to develop the SARC services. If the PFCC chose not to invest then this would impact these relationships and the value that is received from the collaboration with these key partners.

## **6. Police and Crime Plan**

- 6.1 This service will enable the PFCC to deliver against the priority in the Police and Crime Plan to place victims at the heart of the criminal justice system and to reduce serious violence

## **7. Police Operational Implications**

- 7.1 The SARC service captures forensic evidence to support criminal justice outcomes. The SARC environment also allows first accounts to be taken and for Police to work in the building in order to provide seamless support to victims. The new contract continues to nurture the relationship with Police and continues to make provisions to meet criminal justice requirements. Essex Police has been part of the procurement exercise to ensure the new service meets evidential requirements.

## **8. Financial Implications**

- 8.1 The PFCC would be contractually committed to fund up to £951,893 over five years to Mountain Healthcare from the Victims' Commissioning Fund. This is 25% of the overall contract cost.
- 8.2 NHS England will provide a contribution of 50% of the overall cost.
- 8.3 Essex Police will provide a contribution of 25% of the overall cost.
- 8.4 The total contract costs are as set out below:

<b>Year 1</b>	<b>£755,593</b>
<b>Year 2</b>	<b>£755,593</b>
<b>Year 3</b>	<b>£755,593</b>
<b>Year 4</b>	<b>£764,660*</b>
<b>Year 5</b>	<b>£776,133*</b>
*Based on RPI increase of 1.2% year 4 and 1.5% for year 5	

## **9. Legal Implications**

- 9.1 All legal obligations are identified within the contract, drafted on the PFCC's behalf by the 7 Force Procurement Team.

## **10. Staffing and other resource implications**

- 10.1. As part of this contract, Mountain Healthcare will be responsible for the staffing of the service as outlined in its tender response. There are no operational implications of this contract on the PFCC or Essex Police.

## **11. Equality and Diversity implications**

- 11.1. Accessibility to all victims was included within the evaluation of the tender exercise. Mountain Healthcare within their response provided a comprehensive equality and diversity policy and evidenced data that demonstrated their focus on ensuring the service was accessible to all.

11.2. Demographic information is sought from those engaging with the service and is monitored to measure its effectiveness in reaching all victims.

## 12. Risks

12.1. There are no high risks identified with the award of this contract. The current supplier was successful in bidding for the contracted service through an open and transparent procurement process.

12.2. There is no risk of victims feeling an impact due to the incumbent provider being successful in retaining the service.

12.3. With any public funding, there is a risk that the grants are not maintained from the Ministry of Justice. In the event of any changes to funding arrangements from the Ministry of Justice, break clauses are included as standard within the contract in order to mitigate this risk.

## 13. Governance Boards

13.1. This decision follows an open, transparent and thorough procurement process evaluated by representatives from Essex Police, the Essex PFCC and NHS England. The process has been undertaken with the support of the Essex Sexual Abuse Strategic Partnership.

### Report Approval

The report will be signed off by the OPFCC Chief Executive and Treasurer, prior to review and sign off by the PFCC / DPFCC .

Chief Executive/M.O

Sign:



Print: P. Brent-Isherwood

Date: 25 March 2020

Chief Financial Officer/Treasurer

Sign:



Print: R. Phillips

Date: 26 March 2020

**Publication**

Is the report for publication?

YES

NO

If 'NO', please give reasons for non-publication (*state 'None' if applicable*)

.....  
.....N/A.....

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

2. Of Appendix

YES

NO

NO

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

.....  
.....N/A.....

Date redaction carried out: .....

**Treasurer / Chief Executive Sign Off – for Redactions only**

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

Sign: .....

Print: .....

**Chief Executive/Treasurer**

Date signed: .....

**Decision and Final Sign Off**

I agree the recommendations to this report;

**Sign:** 

**Print:** Roger Hirst

**PFCC**

**Date signed: 27 March 2020**

I do not agree the recommendations to this report because;

.....  
.....  
.....

**Sign:** .....

**Print:** .....

**PFCC/Deputy PFCC**