

## PFCC Decision Report

**Report reference number:** 068-22

**Classification:** Official – Commercial

**Title of report:** Language Services 7F-2020-0261

**Area of county / stakeholders affected:** Essex Police

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**Chief Officer:** Mark Gilmartin (Director of Support Services)

**Date of report:** 17 July 2022

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### 1. Executive Summary

This report contains details relating to the Language Services contract award for Essex Police and requests that authorisation be given for the contract award and the application of the PFCC's electronic signature to the Call off Contract Agreement, which will be submitted at the Essex Strategic Board in September.

### 2. Recommendations

For the reasons set out in this report the PFCC for Essex is recommended to:

- Approve the award of a contract to Language Line Ltd for an initial term of 3 years from 24<sup>th</sup> November 2022 to 23<sup>rd</sup> November 2025, with the option to extend for a further 1+1 years.

The cost of the service to Essex Police over the initial three-year contract period is estimated to be £900,000. This is a demand led service and for the reasons set out in section 9 this estimate is based on the available historic usage figures.

This figure does however exclude the non-verbal face to face translation, transcription, and translation services available within the contract as no historical management information is available to account for these services.

- Authorise the application of the PFCC's electronic signature to the Call Off Agreement at the Essex Strategic Board in September.

### **3. Background to the Proposal**

Essex Police has been in contract with its supplier, The Big Word, since 2017 for the provision of language services. This contract provides a managed service for the service requirements listed below, along with offering advisory and administration support. The service is utilised across the Force Control Room, Serious and Major Crime, traffic officers, front counters and Custody to assist victims of crime, witnesses and members of the public.

The contract service requirements are as follows:

- Face-to-face interpretation
- Telephone interpreting
- Translation and transcription (including Braille and Easy Read)
- Services for the deaf and deaf / blind (including, but not limited to, British Sign Language, Sign Supported English, Note Taking, Finger Spelling and Lip Speaking)
- Video Interpretation Services (evidential)
- Video Interpretation Services (non-evidential) and
- Other non-defined language support services as and when the need arises.

The current contract is due to expire in November 2022. To ensure Essex has a service in place, post its current contract, a procurement exercise on behalf of the 7 Forces (Bedfordshire, Cambridgeshire, Hertfordshire, Norfolk, Suffolk, Essex and Kent) has been carried out.

Following approval from the Commercial Executive Board (CEB) in December 2021 a further competition was carried out under the national dynamic purchasing system (DPS) for language services which Leicestershire Police has procured as a national solution for all 43 forces. Leicestershire Police is the national lead force for language services.

Award of this contract will enable each of the 7 forces in the eastern region to be compliant under the Police Approved Interpreters and Translators Scheme (PAIT). PAIT is a new classification introduced for interpreters and translators carrying out police assignments across England and Wales, which was approved by the NPPC and introduced in October 2020. Interpreters and translators who hold the required vetting, qualifications and experience will be approved by Leicestershire Police to undertake police assignments for all police forces under the PAIT.

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

Following the procurement exercise, it is recommended that the contract is awarded to Language Line Limited, which submitted the highest scoring tender and is able to meet the contract requirements as per the specification and terms and conditions of the agreement.

The service provision allows staff and officers to carry out their day-to-day duties, as well as meeting business needs, enabling a continuation of service to victims of crime, witnesses, and members of the public during daily / operational contact.

Award of this contract will enable Essex Police to be compliant under the PAIT scheme. A standardised specification across the 7 Forces has been developed, to ensure it is fit for purpose, meeting the PAIT standard.

The service model under the new contract provides several business benefits as follows:

- The managed service provider, Language Line Limited, has committed to a £28.00 per hour minimum pay rate for PAIT interpreters. Linguists are self-employed, and the committed rate will provide linguists with a minimum £8 per hour increase compared with the current managed service provider in Essex. This will result in a better service, as the work will be attractive to linguists.
- The forces will obtain an additional two hours within the in-hours rate (8am – 8pm), giving a further two hours at the lower rate for face-to-face verbal and face-to-face non-verbal translation services.
- The contract will enable forces to pay for the duration they use, post the minimum two-hour fee for face-to-face bookings, as opposed to what the end user books, which are the current arrangements.
- The 7 Forces will have access to a national contract manager who will be supporting forces with contract implementation along with contract management.
- The contract will have a mechanism to recoup in the event of the contract not being fulfilled via service credits. This is something the forces have not previously been able to do within their contracts.
- There are several social value benefits which the supplier will be held accountable for in delivering the contract, ranging from providing a number of free telephone interpreting minutes a year per force to linked charities who support refugees within the area to promoting inclusive activities for community groups, as well as providing workshops and practice interview sessions for groups local to the 7 Forces. These sessions are provided free of charge using volunteer hours from the supplier's senior team to provide disadvantaged groups with the opportunity to build their confidence when applying and interviewing for jobs.

## **5. Options Analysis**

- Do Nothing - this is a fundamental service to the police forces, used across many remits particularly in Custody. If an interpreter cannot be sourced it leaves the police forces in a position whereby the detainee may be released because of a lack of interpreters, only to re-offend again. This is a critical service to the police; service provision must be in place to meet the needs of operational policing. Therefore, this option was ruled out.
- Insource – this is not a cost-effective approach. To insource this service would require a number of staff across the regions solely to manage the end-to-end process and it is likely that these staff would need to be recruited, along with interpreters, which would all result in significant pressures for the HR departments to run and manage the recruitment. Start-up costs would be significant along with management costs. There are in the region of 50 languages required by the police force; there is not a defined list of required languages. In addition, the support of the national contract manager would not be obtainable via this route.
- Bespoke Procurement - with the DPS being procured at a national level, it would be a duplication of work to develop a specification fit for purpose within the 7 Forces. Therefore, running our own tender would not be cost effective and this was ruled out.

## **6. Consultation and Engagement**

T/Chief Inspector Jo Collins (Custody Commander, Criminal Justice Command for Essex Police) has been engaged and consulted throughout the procurement process and led on behalf of Essex Police as the lead stakeholder to ensure the business needs are met by the new contract.

Following internal approvals and supplier notification of the intention to award, wider consultation and engagement will be carried out with the key users during the contract implementation and mobilisation period. The national contract manager for language services will be supporting all 7 Forces with this.

## **7. Strategic Links**

This contract supports all 12 of the objectives within the Police and Crime Plan. Without the service, the force would be limited in carrying out daily operational policing, therefore limiting the ability to meet the 12 priorities of the Police and Crime Plan.

## **8. Police operational implications**

The contract is fundamental to operational policing, to ensure that those that encounter the police, whether as victims, witnesses, detainees or members of the public, can understand and be understood.

## 9. Financial implications

The current budget for this service is £250,000 per annum for Essex. As this is a demand led service, it is extremely difficult to forecast the usage. As a result, the historical usage has been used to obtain an estimated contract value. For the initial three-year term, this will be in the region of £5,546,130 across all 7 Forces. The estimated Essex cost for the initial three-year term is £900,000 based on historical usage (excluding special operations, the costs of which have been met by Home Office grants). Essex Corporate Finance has been consulted in relation to the potential budget pressure. This will be managed by raising a budget pressure bid, either being in-year or full-year, if required.

The overall value for five years across all 7 Forces, should the extension options be utilised, is £10 million. This is estimated as extensions are subject to a price increase mechanism post the initial term.

Whilst we are unable to predict usage and therefore overall costs, there will be methods through which the 7 Forces will work with the supplier to ensure we are obtaining best value, such as educating end users in ensuring they are aware of the full schedule of rates and how best they can use the service in accordance with their requirements. The usage and spend will form part of the contract review meetings, which will be monitored closely within the first 12 months, where trends can be identified from the monthly management information obtained.

There are several different service requirements within the contract. Telephone interpreting and face to face verbal translation services have the highest usage. Essex Police will not see an increase in the rate for telephone interpreting. However, for face-to-face verbal translation services, there will be an increase, in light of the PAIT and the standards this brings. This was expected and detailed within the Gateway 1 report.

The number of bookings over a 12-month period has been captured from historical usage for face-to-face (F2F) verbal translation services, to enable a comparison to the new rate. A minimum of two hours has been used to calculate the rate, as forces will be paying a minimum of two hours, to ensure the bookings are attractive to the linguists.

| <b>Estimated contract costs for Essex Police based on historic usage</b> |  |                                     |  |                                |
|--|--|-------------------------------------|--|--------------------------------|
| <b>Requirement</b>   | <b>Number of bookings over a 12-month period</b> | <b>Current Rate Total (2 hours)</b> | <b>New Rate Total (Minimum of 2 Hours)</b> | <b>Increase over 12 months</b> |
| Essex In Hours F2F   | 2,963  | £228,151.00                         | £266,670.00                                | £38,519.00                     |
| Essex Out of Hours F2F   | 612  | £52,632.00                          | £67,320.00                                 | £14,688.00                     |

|  | <b>Number of minutes over a 12-month period</b> | <b>Current Rate Total</b> | <b>New Rate Total</b> | <b>Increase over 12 months</b> |
|--|---|---------------------------|-----------------------|--------------------------------|
| Essex Telephone Interpreting   | 127,634   | £62,540.66                | £62,540.66            |                                |
|  |   |                           |                       |                                |
| <b>Total estimated cost per annum*</b>                                   |   |                           | <b>£396,530.66</b>    |                                |
| <b>Total excluding Op Melrose</b><br>(Used for estimated contract value) |   |                           | <b>£299,530.66</b>    |                                |

- Please note, the total estimated cost per annum figure does not account for any non-verbal face to face translation, transcription and translation services which are provided under the contract. We do not hold any historical management information for these elements of the service and are therefore unable to account for historical usage, although we are aware in comparison to the other services under the contract the demand is minimal.

Whilst there is an increase, there are a number of variables to consider. Within the new contract forces will only pay for the duration of hours used after the minimum of two hours' face-to-face verbal translation services as opposed to what they book, which is the mechanism under the current contract. In addition, the in-hours rate has been extended by a further two hours, giving forces two additional hours at the cheaper rate.

Essex Police will see its rate for telephone interpreting services remain the same, as well as a reduction in the rate for face-to-face non-verbal British Sign Language (BSL). However, Essex has a minimal requirement for face-to-face non-verbal BSL.

It is important to note that the current rates over the last five years for telephone interpreting, transcription, and translation services have not increased.

All pricing within the contract is fixed for an initial three years.

## **10. Legal implications**

The procurement has been carried out in accordance with the Contract Standing Orders and the Public Contracts Regulations 2015 using a compliant dynamic purchasing system. The terms and conditions of the contract are standard DPS terms and conditions as set out in the call off contract.

The award of the contract will ensure that the police forces party to the contract can meet the Police and Criminal Evidence (PACE) Act 1984 obligations.

## **11. Staffing implications**

There are no staffing implications to this procurement.

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

The contract service requirements include translation and transcription of Braille and Easy Read as well as a range of other services for deaf and deaf / blind people. The contract will also deliver a range of social value benefits, as set out in section 4 above.

The terms of the call-off agreement require the supplier not to discriminate unlawfully either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age, or within the meaning and scope of the Human Rights Act 1998, the Disability Discrimination Act 2005, the Equality Act 2010 or any other relevant law relating to discrimination in employment or any equivalent law.

Prior to undertaking any assignments on behalf of police forces, in line with the requirements of the DPS, the supplier will ensure all Interpreters receive or have received appropriate induction training on a range of relevant subject matters including equal opportunities and diversity.

## **13. Risks and Mitigations**

Procurement risks are mitigated through use of a compliant dynamic purchasing system for this service provision.

## **14. Governance Boards**

- Commercial Executive Board Gateway 1 – December 2021
- Commercial Executive Board Gateway 2 – May 2022
- Essex Strategic Board – June 2022

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

N/A

## **16. Background Papers and Appendices**

7F-2020-0261 - Gateway1 report – CEB decision number CEB-D005

7F-2020-0261 – Gateway 2 report –Presented to CEB on 26<sup>th</sup> May 2022.

7F-2020-0261 - Regulation 84 Award Report Language Services

Contract terms and conditions / Call off contract draft – standard terms as per the DPS.



7F-2020-026 Gate 1  
Language Services v2



7F-2020-0261  
Language Services CE



7F-2020-0261 Reg 84  
Report Language Ser

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- 7F-2020-0261  
Contract terms and C

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**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: 10 August 2022

Chief Finance Officer Sign: 

Print: Janet Perry

Date: 23 September 2022

**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  NO  2. Of Appendix? YES  NO

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

Appendices not to be published

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/~~Deputy PFCC~~**

**Date signed:** 28 September 2022

I do not agree the recommendations to this report because:

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

Sign:

Print:

**PFCC/Deputy PFCC**

**Date signed:**