

## PFCC Decision Report

**Report reference number:** 160-23

**Classification:** Official

**Title of report:**

Essex Sexual Assault Referral Centre (SARC) contract 2024-28 (PFCC's contribution)

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

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

**Date of report:** 28.11.23

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### Executive Summary

- 1.1. This decision report (DR) seeks the PFCC's endorsement of the new SARC service contract with Mountain Healthcare from April 2024 for an initial term of four years, with the option of three 12-month extensions.

### Recommendations

- 2.1 The PFCC endorses the decision to enter into a four-year initial contract with Mountain Healthcare for the supply of SARC forensic services at a total cost of £2,790,130 (jointly funded by NHS England, Essex Police and the PFCC). This is dependent on the PFCC also agreeing Essex Police's DR for the same contract.
- 2.2 The PFCC agrees to execute the contract once available, subject to satisfactory review by their Monitoring Officer and Chief Financial Officer.

### Background to the Proposal

- 3.1. The PFCC's current contract for SARC forensic services is with Mountain Healthcare and expires at the end of March 2024. A new tender process was

required due to the expiring contract, and also the new requirement for SARC to be accredited to ISO15189 standard, with the requirement for a legal entity to hold the accreditation to be identified. The ISO15189 accreditation is an international standard that specifies the quality management system requirements particular to medical laboratories. The UK Accreditation Service (UKAS) sought to introduce accreditation for SARC services, recognising that they are “essential to patient care and therefore have to be available to meet the needs of all patients and the clinical personnel responsible for the care of those patients.” Accreditation for SARC will be a requirement from October 2025

- 3.2. The PFCC, Essex Police, and NHS England engaged with the 7F Procurement Team in a regional procurement exercise to identify the most appropriate service specification and supplier for the new contract, recognising the additional requirements of the future service. Following an Open procurement procedure, only one bid was received from Mountain Healthcare. The evaluation panel reviewed the quality and financial bid and was satisfied that the provider can deliver the contract requirements, while sustaining continuity in the service. It is recognised that the market for SARC services is a specialist field with limited providers.
- 3.3. Across the region, there are currently seven SARC, one in each county area. These are currently jointly commissioned and operate on a 24/7 basis with services delivered by Mountain Healthcare. The Essex SARC is based at Oakwood Place, adjacent to Brentwood Community Hospital. The SARC provides forensic medical and victim support services for all victims of rape and sexual abuse, but most significantly, those where there is the possibility to capture forensic evidence to support a criminal justice process.

### **Proposal and Associated Benefits**

- 4.1. This new contract ensures SARC services will continue to be provided for victims of sexual abuse in Essex from 1<sup>st</sup> April 2024. This allows the PFCC to comply with requirements to deliver support services for victims of crime as specified in the Victims’ Code of Practice. It also supports Essex Police to recover forensic evidence to support criminal prosecutions of rapists and sexual abusers.
- 4.2. Mountain Healthcare will become the legal entity for the SARC, responsible for ensuring compliance with the necessary ISO accreditation standards (which will be in effect from October 2025).
- 4.3. Compared to the current service, the new contract will deliver a £1.5m saving in Essex over the initial four-year term. This is largely due to a reduction in hours from a 24-hour service to a 12+3 service model. This saving is split across the three commissioning bodies.
- 4.4. The new service retains a SARC in each county of the eastern region (including Essex) rather than commissioning a regional ‘super-SARC’ which would have meant reduced cost for commissioners, but with what

commissioners concluded would be an unacceptably detrimental impact on victims who would be required to travel long distances to engage in support / medical services.

## **Options Analysis**

- 5.1. As requested by NHS England, a single regional SARC model was considered, but unanimously rejected by police and P(F)CCs due to the impact on victims and the lack of suitable estate within the region to accommodate this. Commissioners also considered provision of a mobile SARC to take the service where it was needed.
- 5.2. Commissioners also considered different options around the legal entity, including police taking on the responsibility, and a form of insourcing using a “Newco” as the legal construct to gather the management and resources to take on the legal entity.
- 5.3. All these options were discounted in favour of the model proposed in the Regulation 84 Report attached. Due to the rapidly increasing costs of medical personnel, and the difficulty in recruiting and retaining staff in the industry, commissioners reviewed the costs and usage of the service and recommended a 12 + 3 hour model (currently 24-hour) in order to manage costs, preserve the provision of a SARC in each county, and minimise the impact on those engaging with the service.

## **Consultation and Engagement**

- 6.1. There has been considerable and comprehensive consultation throughout this process. 7F Procurement has led engagement with commissioners, including a stakeholder workshop with representatives from each force area and NHS England in Colchester on 28<sup>th</sup> February 2023. The Essex Sexual Abuse Strategic Partnership has also been kept informed of progress towards SARC accreditation and the new contract regularly over the last 18 months.

## **Strategic Links**

- 7.1. This new contract supports the PFCC to deliver against the Police and Crime Plan priorities, specifically protecting vulnerable people, improving support for victims of crime, and reducing violence against women and girls.

## **Police operational implications**

- 8.1. Essex Police jointly funds the SARC service with the Essex PFCC and NHS England. Essex Police’s Chief Officer Group has been kept informed of this procurement process. Essex Police Officers use the SARC to provide support to victims and collect forensic samples to support criminal justice processes. Retaining a SARC at Oakwood Place and retaining the incumbent provider will ensure continuity of service for operational police officers.

## Financial implications

9.1. The cost of the new contract in Essex is shown in the table below:

Force	Year 1	Year 2	Year 3	Year 4	Total (4 years)
Essex	£722,963	£670,376	£689,410	£707,381	£2,790,130

9.2. After four years, there is the option to extend the contract annually for three further years at the following cost (NB extensions will be subject to further decision reports):

Year 5 Extension	Year 6 Extension	Year 7 Extension	Total Extension
£725,066	£743,193	£761,772	£2,230,031

9.3. The cost of the contract is split between health and policing / criminal justice. The PFCC will contribute 50% of the policing costs of the service. These costs are shown in bold in the table below, and will be met from the PFCC's annual victims budget, as they have been in previous years:

Force	Year 1 (2024-25)	Year 2 (2025-26)	Year 3 (2026-27)	Year 4 (2027-28)	Total (4 years)
Total service cost	722,963	670,376	689,410	707,381	2,790,130
NHS contribution	(411,904)	(411,904)	(411,904)	(411,904)	(1,647,616)
Police/PFCC total	311,059	258,472	277,506	295,477	1,142,514
<b>PFCC contribution</b>	<b>155,530</b>	<b>129,236</b>	<b>138,753</b>	<b>147,739</b>	<b>571,257</b>

## Legal implications

10.1. As per the Regulation 84 Report attached, 7F Commercial Services requested advice from TLT Solicitors regarding the below points before including them in the contract:

- Contract structure – Advice sought to ensure the correct mechanisms to allow for local force variances through change control.
- ISO 15189 – It is a requirement of the supplier to obtain accreditation by October 2025, along with a suitable Quality Management system. Advice was sought in order to have a mechanism to hold the supplier to account / report against ISO compliance. Advice was also sought on the contract exit mechanism to ensure the contract has a robust exit to allow for the service and legal entity to transition to a new provider should a different supplier be awarded the contract under future tender opportunities.
- TUPE – The service currently has two models: Bedfordshire, Cambridgeshire, Hertfordshire and Essex (BCHE) and Norfolk and Suffolk. Advice was requested to cover the staff transition as per TUPE regulations.

- Service Credits – Advice to ensure these are sufficiently robust to cover claiming back service credits.
- In addition, advice was sought to cover the following contract areas:
  - Damaged equipment
  - Dispute resolution
  - Data protection
  - Exit management arrangements
  - Internal / external testing, and other forensic credibility in relation to accreditation
  - The supplier’s compliance with regulatory requirements
  - Flexibility of the change / variation process for future possible changes to the structure of SARC’s
  - Police response to retention of different types of samples

### **Staffing implications**

11.1. The PFCC will performance manage this contract jointly with NHS England and Essex Police. This will be supported by colleagues in the 7F Procurement team. The PFCC will also report back on service delivery to the Essex Sexual Abuse Strategic Partnership.

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

- 12.1. As part of its social value benefits, Mountain Healthcare has committed to deliver equality, diversity and inclusion training for both its staff and its supply-chain staff.
- 12.2. An Equality Impact Assessment (EqIA) has been completed for the new contract:



20231204 DR160-23  
EqIA v0.2.docx

### **Risks and Mitigations**

- 13.1. During the procurement process, a number of risks were identified, particularly by NHSE colleagues. These included risks around the reduction of the model from 24 hours to 12 hours, which are mitigated by an additional +3 hours for cases where the forensic window is closing and there is an urgent need to keep the SARC open beyond scheduled closing hours, as well as an impact assessment which showed that 93% of cases would have been covered by the proposed new model. The 12+3 model also ensures a SARC is retained in each county, which police and P(F)CC colleagues believe is a suitable compromise.
- 13.2. NHSE also raised risks around availability of staff, based on previous contract performance in other counties, but in Essex our SARC has maintained full rota provision and has a strong track record in recruiting and retaining staff.

There is a further mitigation that, with a regional contract, the supplier can provide resilience in individual areas to meet spikes in demand or workforce challenges.

- 13.3. There is also a risk of future reductions in the level of Government funding devolved to P(F)CCs, which may have consequences on the level of annual victims funding available to fund this contract. This is mitigated somewhat by the PFCC retaining a level of flexibility within commissioning budgets, lobbying government to recognise the value of local devolution and sustainable budgets, and seeking early guidance from the MoJ on future funding levels.
- 13.4. There is a risk that the SARC does not achieve the required ISO accreditation standard. By identifying the provider as the legal entity, commissioners have implemented a process whereby we can hold the provider to account for achieving this.
- 13.5. As with any contract, there is a general risk of poor performance by the supplier against the requirements, which is mitigated through service credit and supplier relationship management regimes, which will closely monitor performance against the specification and address issues as they arise, as well as seeking to secure continuous improvement and innovation. The contract will also include a 12-month break notice period.
- 13.6. NHSE has indicated that, during 2024/25, it will commission an independent clinical reviewer to undertake a detailed assessment of the service and provide assurance that NHSE is fulfilling its statutory responsibilities and funding a safe, high-quality service. Should this assessment not provide adequate assurance, it is possible that NHSE may trigger the early termination provisions within the contract.

### **Governance Boards**

- 14.1. This proposal is subject to approval via the 7 Force Commercial Executive Board.
- 14.2. This decision report was also presented to the PFCC's Senior Management Team on 5 December 2023 and Strategic Board on 18 December 2023.

### **Links to Future Plans**

- 15.1. This funding will support the PFCC to deliver against the Police and Crime Plan as well as partnership domestic abuse and sexual abuse strategies.

### **Background Papers and Appendices**

- 16.1. [REDACTED]



**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 December 2023

Chief Finance Officer

Sign: 

Print: Janet Perry

Date: 09 December 2023

**Publication**

Is the report for publication?

YES	<input checked="" type="checkbox"/>
NO	<input type="checkbox"/>

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 checked="" type="checkbox"/>
	NO	<input checked="" type="checkbox"/>		NO	<input type="checkbox"/>

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



The Regulation 84 Report contains commercially sensitive information and should not 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.

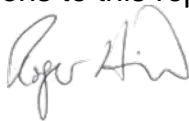
**Sign:** .....

**Print:** .....

**Chief Executive / Chief Finance Officer**

**Decision and Final Sign Off**

I agree the recommendations to this report:

**Sign:** 

**Print:** Roger Hirst

**PFCC**

**Date signed:** 21/12/2023

I do not agree the recommendations to this report because:

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

**Sign:**

**Print:**

**PFCC/Deputy PFCC**

**Date signed:**