



**Subject: C18409 Custody Healthcare Contract - 5 Forces  
(Bedfordshire, Cambridgeshire, Hertfordshire, Norfolk, and Suffolk)**

**Originator:** Chief Superintendent Lou Provar, Joint Justice Services Command

**Decision no.** 01/2024

**Reason for submission:** For decision

**Submitted to:** Police and Crime Commissioner

**Summary:**

1. Healthcare Professionals (HCPs) provide medical care and, when required, forensic assessment of detainees/suspects in police custody, complainants/complainers of crime, police officers/ police personnel injured in the course of their work. They regard each person they care for or assess as patients. They may also attend scenes of death to pronounce life extinct and give an opinion on whether there are any suspicious circumstances. HCPs may be required to provide interpretation of their findings to the police, solicitors, courts and sometimes to social services verbally and in writing. Written statements for court and other tribunals and presentation of oral evidence in court may be required for these cases.
2. The HCP is expected to:
  - Ensure the safeguarding of vulnerable adults and children.
  - Arrange appropriate treatment/referral, including for emergency contraception, post-exposure prophylaxis and screening for sexual transmitted infections.
  - Make precise documentation and interpretation of injuries.
  - Take forensic samples as appropriate after discussion with investigating officer.
  - Deal with police officers/police personnel injured in the course of their work, including needle stick injuries, and at-risk exposure.
  - Pronounce life extinct at a scene and give an opinion on whether there are any suspicious circumstances.
  - Give an opinion at certain scenes in relation to bony remains.
  - Give advice to the police when requested.

- Undertake mental state examinations.
  - Examine adult complainants of serious sexual assault.
3. Where appropriately trained, an HCP may:
- Examine child victims of alleged neglect, physical or sexual abuse
  - Initially assess those detained under terrorism legislation and be responsible for leading a multi-professional team and setting a management plan
  - Conduct formal mental health assessments under the Mental Health Act
  - Assess detainees who have been subject to the TASER®
  - Assessment of officer's post shooting incident

### Recommendation:

Norfolk and Suffolk Constabularies, in collaboration with Bedfordshire, Hertfordshire and Cambridgeshire Constabularies, with the support of 7FC Procurement teams have undertaken a full market exercise to select the future provider of the Custody Healthcare contract.

As a result of that exercise, the provider MITIE have been selected as meeting the specification of the contract.

It is recommended that the Police and Crime Commissioner confirms the contract be awarded.

1. Transition the service from CRG to commence 1<sup>st</sup> March 2024
2. Improve upon known current contract issues, such as: Medically trained staff retention through job security and reassurance.
3. Obtain value through a longer-term contract (affordability)

**Outcome/approval by:** PCC/~~chief executive~~/~~chief finance officer~~  
(Delete as appropriate)

*The recommendations as outlined above are approved.*

Signature: 

**Date:** 09/01/2024

## Detail of the submission

### 1. Objective:

1.1 To confirm the future provider of the Custody Healthcare contract.

### 2. Background:

2.1 Healthcare Professionals (HCPs) provide medical care and, when required, forensic assessment of detainees/suspects in police custody, complainants/complainers of crime, police officers/ police personnel injured in the course of their work. They regard each person they care for or assess as patients. They may also attend scenes of death to pronounce life extinct and give an opinion on whether there are any suspicious circumstances.

2.2 HCPs may be required to provide interpretation of their findings to the police, solicitors, courts and sometimes to social services verbally and in writing. Written statements for court and other tribunals and presentation of oral evidence in court may be required for these cases.

2.3 The HCP is expected to:

- Ensure the safeguarding of vulnerable adults and children.
- Arrange appropriate treatment/referral, including for emergency contraception, post-exposure prophylaxis and screening for sexual transmitted infections.
- Make precise documentation and interpretation of injuries.
- Take forensic samples as appropriate after discussion with investigating officer.
- Deal with police officers/police personnel injured in the course of their work, including needle stick injuries, and at-risk exposure.
- Pronounce life extinct at a scene and give an opinion on whether there are any suspicious circumstances.
- Give an opinion at certain scenes in relation to bony remains.
- Give advice to the police when requested.
- Undertake mental state examinations.
- Examine adult complainants of serious sexual assault.

2.4 Where appropriately trained an HCP may:

- Examine child victims of alleged neglect, physical or sexual abuse
- Initially assess those detained under terrorism legislation and be responsible for leading a multi-professional team and setting a management plan
- Conduct formal mental health assessments under the Mental Health Act

- Assess detainees who have been subject to the TASER®
- Assessment of officer's post shooting incident

### 3. Areas for consideration:

- 3.1 Norfolk and Suffolk Constabularies, in collaboration with Bedfordshire, Hertfordshire and Cambridgeshire Constabularies, with the support of 7FC Procurement teams have undertaken a full market exercise to select the future provider of the Custody Healthcare contract.
- 3.2 As a result of that exercise, the provider MITIE have been selected as meeting the specification of the contract.
- 3.3 It is recommended that the Police and Crime Commissioner confirms the contract be awarded to the provider MITIE.

### 4. Other options considered:

- 4.1 As outlined above at 3.1, a full market exercise has been undertaken to select the future provider.

### 5. Strategic aims/objective supported:

- 5.1 Adhering to procurement legislation.
- 5.2 Improving the standard of health care provision delivered in custody.
- 5.3 The awarding of the contract supports the Police, Crime and Community Safety Plan priorities to Sustain Norfolk Constabulary, Tackling Crime, Prevent Offending, and Safer & Stronger Communities.

### 6. Financial and other resource implications:

- 6.1 Forecast Contract Expenditure (Lifecycle) for Norfolk is as below. It is Revenue Spend:

Year 1	£1,258,264.91
Year 2	£1,266,032.94
Year 3	£1,266,032.94

Year 4	£1,266,032.94
TOTAL	£5,056,363.72

**For Information Only:**

**3 x 12 months option to extend:**

Year 1	£1,271,243.13
Year 2	£1,271,243.13
Year 3	£1,271,243.13
TOTAL	£3,813,729.39

**6.2 Budget Information**

Force	Allocated Budget	Budget Code	New contract spend (Year 1)	Budget variance against new contract spend
Norfolk	£1,158,960	J1JS101-ES150	£1,258,264.91	£99,304.91

**6.3 Forecast Cashable Savings**

There are no cashable savings in Year 1 as the contract value is greater than the Norfolk Police budget. This will require addressing through budget setting 24/25 inc collaboration adjustment with Suffolk.

**6.4 Other Financial Implications**

The Custody Healthcare requirement was initially for 6 forces – Beds, Cambs, Herts, Norfolk, Suffolk, and Essex. However, Essex decided to stay on their current contract, hence the new contract is for 5 forces only.

According to the financial terms set out by the supplier’s original proposal which included Essex, the costs for Norfolk were lower than the new costs, as detailed in Table 1 below. The cost increase is shown in the table. Norfolk along with the other 4 forces, have to pay additional costs to cover Contract allocated costs, majority of which relate to the Contract Director and 4 Administrative roles in terms of payroll, but also non labour costs that have been allocated across total suites/regions vs force specifically (IT equipment etc).

If Essex decide to join the 5 forces on the new Custody Healthcare contract after 12 months, then the costs for Norfolk for Year 1 will remain £1,258,264.91 as per part 6.1 above. Thereafter, from Year 2 onwards, the supplier’s old cost submission (Table 1) will apply and the costs for Norfolk will reduce for the remaining years.

**Table 1 – Norfolk Financial Implications dependent on Essex joining the Contract**

	Contract Initial 4 Year Term					Contract Extensions			
	Year 1	Year 2	Year 3	Year 4	Total	Year 5	Year 2	Year 7	Total
<b>Old cost submission (6 Forces with Essex)</b>	£1,232,520.26	£1,234,124.33	£1,234,124.33	£1,234,124.33	£4,934,893.25	£1,244,423.04	£1,244,423.04	£1,244,423.04	£3,733,269.13
<b>Cost increase</b>	£25,745	£31,909	£31,909	£31,909	£121,470	£26,820	£26,820	£26,820	£80,460
<b>New cost submission (5 Forces without Essex)</b>	£1,258,264.91	£1,266,032.94	£1,266,032.94	£1,266,032.94	£5,056,363.72	£1,271,243.13	£1,271,243.13	£1,271,243.13	£3,813,729.39

## 7. Carbon Emissions and Other Environmental Implications:

### Carbon Emissions

7.1 The estimated impact on our carbon emissions that must be reported under current statute from this proposal is:

Emission Categories:	Increase in tCO <sub>2</sub>	Saving in tCO <sub>2</sub>
Scope 1 – Fuel – Building Heating	0	0
Scope 1 – Fuel – Transport	0	0
Scope 2 – Electricity	0	0

### Environmental Implications

7.2 No material implications

## 8. Other implications and risks:

8.1 Below are the Social Value benefits of the Custody Healthcare contract that the supplier has proposed. Please note that these are across all 5 forces and not just Norfolk.

Social Value Benefits				
Detail	Unit of Measure	Financial value per unit	Unit Total	Social Value £
No. of local (within the 6 counties) direct employees (FTE) hired or which are TUPE transfers retained (for re-tendered contracts) on contract for one year or the whole duration of the contract, whichever is shorter.	No. people FTE	£30,891.000	126.8	£3,916,978.80
Employer's fairs or recruitment drives / campaigns held to encourage local employment	£ invested including staff time	£1.00	14760	£14,760.00
No. of hours of support into work provided to over 24 y.o. unemployed people through career mentoring, including mock interviews, CV advice, and careers guidance	No. hrs (total session duration)*no .attendees	£105.50	0	£0.00
No. of staff hours spent on local school and college visits e.g. delivering career talks, curriculum support, literacy support, safety talks (including preparation time)	No of staff hours	£16.36	528	£8,632.84
No. site visits for school children or local residents	No of visits	£65.45	0	£0.00
No. of weeks of training opportunities on the contract (BTEC, City & Guilds, NVQ, HNC) that have either been completed during the year, or that will be supported by	No of weeks	£286.43	879	£251,856.95

the organisation until completion in the following years - Level 2,3, or 4+				
No. of weeks of apprenticeships on the contract that have either been completed during the year, or that will be supported by the organisation until completion in the following years - Level 2,3, or 4+	No of weeks	£223.92	156	£34,931.52
Number of hours of comprehensive training for digital skills development delivered to disadvantaged people (e.g. NEETs, underrepresented gender and ethnic groups, sexual minorities, disabled, homeless, rehabilitating young offenders, LTU or elderly people)	No. hrs (total session duration)*no .attendees	£16.36	0	£0.00
No. of hours of support into work provided to under 24 y.o. (young people) unemployed people through career mentoring, including mock interviews, CV advice, and careers guidance No. hrs (total session duration)*	No of attendees	£105.50	0	£0.00
Employment taster days for those interested in working in the real estate and construction industry	£ invested including staff time	£1.00	0	£0.00
No. of weeks spent on meaningful work placements or pre-employment course; 1-6 weeks student placements (unpaid)	No of weeks	£168.72	336	£56,689.92
Meaningful work placements that pay Minimum or National Living wage according to eligibility - 6 weeks or more (internships)	No of weeks	£168.72	0	£0.00
Meaningful work placements that pay Real Living wage according to eligibility - 6 weeks or more (internships)	No of weeks	£332.50	0	£0.00
No. of employees on the contract that have been provided access for at least 12 months to comprehensive and multidimensional wellbeing programmes	No. employees provided access	£133.19	101	£13,510.79
Mental Health campaigns for staff on the contract to create community of acceptance, remove stigma around mental health	£ invested including staff time	£1.00	54344	£55,415.87
Equality, diversity, and inclusion training provided both for staff and supply chain staff	No. hrs (total session duration)*no .attendees	£102.89	2086	£214,614.14
Offering pro-bono responsible budgeting support to employees through a registered debt management provider (e.g. running internal programmes)	No. staff expert hours	£102.89	64	£6,584.96
Number and type of initiatives to be put in place to reduce the gender pay gap for staff employed in relation to the contract (describe and document initiatives)	£ invested including staff time	£1.00	1200	£1,200.00



Number of employees FTE on contract to have pay raise to Real living wage or higher (on a renewed contract or TUPE)	No. people FTE	£1,420.00	168	£238,702.00
Initiatives taken throughout the local and global supply chain to strengthen the identification, monitoring and reduction of risks of modern slavery and unethical work practices occurring in relation to the contract (i.e. supply chain mapping, staff training, contract management)	£ invested including staff time	£1.00	1200	£1,200.00
Initiatives aimed at reducing crime (e.g. support for local youth groups, repeat detainees, lighting for public spaces, etc.)	£ invested including staff time	£1.00	0	£0.00
Initiatives to be taken to tackle homelessness (supporting temporary housing schemes, etc.) £ invested including	£ invested including staff time	£1.00	91079	£91,078.91
Initiatives to support rough sleepers - including training for security and night staff, opening up facilities spaces (e.g. showers or additional beds when temperature drops) after hours	£ invested including staff time	£1.00	0	£0.00
Initiatives taken or supported to engage people in health interventions (e.g. stop smoking, obesity, alcoholism, drugs, etc.) or wellbeing initiatives in the community, including physical activities for adults and children	£ invested including staff time	£1.00	910789	£910,789.09
Percent of catering contracts including requirements around nutritional content to reduce obesity and lifestyle disease and outreach campaigns to engage and inform people on the benefits of healthy food and eating	%	Record only	0	
Initiatives to be taken to support older, disabled and vulnerable people to build stronger community networks (e.g. befriending schemes, digital inclusion clubs)	£ invested including staff time	£1.00	68309	£68,309.18
Donations or in-kind contributions to local community projects (£ & materials)	£ Value	£1.00	4000	£4,000.00
No. of hours volunteering time provided to support local community projects	No. staff volunteering hours	£16.36	3628	£59,355.39
Support provided to help local community draw up their own Community Charter or Stakeholder Plan	£ invested including staff time	£1.00	0	£0.00
Car miles saved on the project as a result of a green transport programme or equivalent (e.g. cycle to work programmes, public transport or car pooling programmes, etc.)	Miles saved	£0.02	0	£0.00
Car miles driven using low or no emission staff vehicles included on project as a result of a green transport programme	Miles driven	£0.01	1475931	£14,759.31

Donations or investments towards initiatives aimed at environmental and biodiversity conservations and sustainable management projects for both marine and terrestrial ecosystems	£	£1.00	0	£0.00
NT47 FM78 Donations or investments towards expert designed sustainable reforestation or afforestation initiatives	£	£1.00	0	£0.00
Offsets or mitigation initiatives on biodiversity delivered whenever restoration is not available, and when implemented beyond legislative or regulatory requirements: Natural Capital Approach carbon sequestration and air quality benefits	(Calculated Natural Capital Benefits)	£1.00	0	£0.00
Volunteering with initiatives working on environmental conservation and sustainable ecosystem management - resources invested including time, funds and in-kind contributions	£ invested - including staff time	£1.00	0	£0.00
Requirements or support (for Micro or Small enterprises) for suppliers to demonstrate climate change and carbon reduction training for all staff - e.g. SDGs Academy courses (NTs) or (e.g. RE) Supply Chain Sustainability School bronze or higher or equivalent	No. hrs (total session duration)*no .attendees	£102.89	0	£0.00
Initiatives to provide or support appropriate collection for discarded gloves and masks	£ invested including staff time	£1.00	656	£655.66
Innovative measures to promote local skills and employment to be delivered on the contract - these could be e.g. co-designed with stakeholders or communities, or aiming at delivering benefits while minimising carbon footprint from initiatives, etc.	£ invested including staff time (volunteering valued at	£1.00	0	£0.00
Innovative measures to promote and support responsible business to be delivered on the contract - these could be e.g. co-designed with stakeholders or communities, or aiming at delivering benefits while minimising carbon footprint from initiatives, etc.	£16.36 per hours, expert time valued at £102.89 per hour) and	£1.00	0	£0.00
Innovative measures to enable healthier, safer and more resilient communities to be delivered on the contract - these could be e.g. codesigned with stakeholders or communities, or aiming at delivering benefits while minimising carbon footprint from initiatives, etc.	materials, equipment or other resources	£1.00	2400	£2,400.00
Innovative measures to safeguard the environment and respond to the climate emergency to be delivered on the contract - these could be e.g. co-designed with stakeholders or communities, or aiming at delivering benefits while minimising carbon footprint from initiatives, etc		£1.00	2400	£2,400.00
<b>TOTAL Social Value Benefit</b>				<b>£5,968,825.34</b>

<b>Originator checklist (must be completed)</b>	<b>Please state 'yes' or 'no'</b>
Has legal advice been sought on this submission?	<b>Yes</b>
Has the PCC's Chief Finance Officer been consulted?	<b>Yes</b>
Have equality, diversity and human rights implications been considered including equality analysis, as appropriate?	<b>Yes</b>
Have human resource implications been considered?	<b>No</b>
Is the recommendation consistent with the objectives in the Police and Crime Plan?	<b>Yes</b>
Has consultation been undertaken with people or agencies likely to be affected by the recommendation?	<b>Yes</b>
Has communications advice been sought on areas of likely media interest and how they might be managed?	<b>No</b>
Have sustainability and environmental factors been considered? (e.g. biodiversity, employee commuting, business travel, waste and recycling, water, air quality, food and catering and estates construction)	<b>Yes</b>
In relation to the above, have all relevant issues been highlighted in the 'other implications and risks' section of the submission?	<b>Yes</b>

**Is this report a Confidential Decision?**

**No**

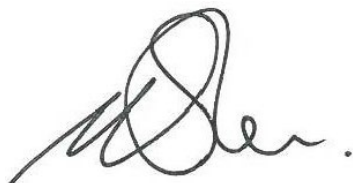
If Yes, please state reasons below having referred to the [PCC Decision Making Policy](#)

**Approval to submit to the decision-maker** (this approval is required only for submissions to the PCC).

**Chief Executive**

I am satisfied that relevant advice has been taken into account in the preparation of the report, that the recommendations have been reviewed and that this is an appropriate request to be submitted to the PCC.

**Signature:**



**Date:** 09/01/2024

**Chief Finance Officer (Section 151 Officer)**

I certify that:

- a) there are no financial consequences as a result of this decision,  
Or
- b) the costs identified in this report can be met from existing revenue or capital budgets,  
Or
- c) the costs identified in this report can be financed from reserves  
And
- d) the decision can be taken on the basis of my assurance that Financial Regulations have been complied with.

**Signature:**



**Date:** 09/01/2024

**Public access to information:** *Information contained within this submission is subject to the Freedom of Information Act 2000 and wherever possible will be made available on the OPCC website. Submissions should be labelled as 'Not Protectively Marked' unless any of the material is 'restricted' or 'confidential'. Where information contained within the submission is 'restricted' or 'confidential' it should be highlighted, along with the reason why.*