

**Please supply a copy of any documentation relating to discussions/meetings/decision making in adopting this approach and how specific companies will be chosen.**

I can confirm that the OPFCC holds information that you have asked for, but some of the information you have requested is exempt from disclosure under the Freedom of Information Act.

We are not obliged, under section 40(2) of the Act, to provide information that is the personal information of another person if releasing would contravene any of the provisions in the Data Protection Act 2018. In this instance we believe that the release of this information would contravene the first data protection principle and therefore section 40 (2) is engaged. The terms of this exemption in the Freedom of Information Act mean that we do not have to consider whether or not it would be in the public interest for you to have the information.

Also some of the requested information is exempt from disclosure under Section 43(2) of the Act: Commercial Interests.

*43. – (2) Information is exempt information if its disclosure under this Act would, or would be likely to, prejudice the commercial interests of any person (including the public authority holding it).*

Section 43 is a class based qualified exemption which requires a public interest test to be conducted to consider whether the public interest lies in favour of disclosing the information or in maintaining the exemption. Please see below.

Section 43(2) of the FOIA provides a qualified exemption on the disclosure of information where the information would be likely to prejudice the commercial interests of any person. The information Commissioners guidance indicates that commercial interests for the purpose of applying Section 43(2) includes information held by public authorities in the context of procuring goods and services which include information regarding the budget made available by the public authority for obtaining goods or services.

**Factors Favouring Disclosure**

The public have an interest in knowing how public funds are spent in respect of procurement/provision of services. This would demonstrate an openness and transparency and would give the public the opportunity to judge whether the OPFCC was using public funds appropriately and would allow them to debate any issues.

**Factors Favouring Non-Disclosure**

Companies compete by offering something different from their rivals. The difference will often be reflected in their price and may also relate to the quality or specification of the product or service they offer. Disclosure of the requested information would allow other companies to use this knowledge to undercut rivals which, could then impact on the future quality and service the OPFCC receives.

Information identifying this unique element is commercially sensitive as it may reveal information regarding forward spending plans which would be likely to prejudice future contract negotiations with suppliers. Giving due consideration to all the points above, whilst I feel that the public have a right to know how public monies are spent, there is potential harm to both the companies that supply this service to the OPFCC and the OPFCC itself as well as potential breaches of confidentiality also being a significant consideration. Therefore, on balance I feel that non-disclosure of the information outweighs disclosure and it is therefore in the public interest to withhold this information under Section 43(2). This letter constitutes a refusal notice under Section 17 (1) of the Freedom of Information Act 2000 with Section 43(2) of the act being applied.

**From:** Evans Emily

**Sent:** 08 July 2019 08:39

**To:** [REDACTED]@sancussolutions.co.uk

**Subject:** OPCC Reviews / Training Options

Dear [REDACTED]

We have received a letter from [REDACTED] regarding the services that Sancus is offering to OPCCs.

We are very interested in attending the training arranged by the CoP and will confirm attendance once dates are announced.

We would also welcome an opportunity to meet or take part in a conference call to discuss the services you offer in relation to reviews and to explore other training options.

Kind regards

Emily

**From** [REDACTED] [REDACTED]@sancussolutions.co.uk>

**Sent:** 08 July 2019 20:11

**To:** Evans Emily [REDACTED]

**Subject:** Re: OPCC Reviews / Training Options

Good evening Emily,

Thank you for your e-mail.

Yes, the training will be advertised, as and when the 6 month introduction deadline is announced. It will be good to have you along. Details should be circulated then and there will be at least two events in your region that you can attend.

I am tied up running a PSD course in Cumbria this week. Next week should be an easier week as I will be working with a colleague and can free up some time for you then. Would there be a good time next week please to catch up and talk through some training and reviews things? It would be good to see where we can help.

Best,

[REDACTED]

Senior Consultant  
Sancus Solutions Ltd

**From:** Evans Emily

**Sent:** 09 July 2019 08:12

**To:** [REDACTED]@sancussolutions.co.uk>

**Subject:** RE: OPCC Reviews / Training Options

Thanks for getting back to me.

Can we make it the week after? Our Director is on annual leave next week and I know he is keen to speak with you. Are you available on either Thursday 26<sup>th</sup> AM or any time on Friday 27<sup>th</sup>?

Kind regards

Emily

**From:** [REDACTED]@sancussolutions.co.uk>

**Sent:** 09 July 2019 17:40

**To:** Evans Emily [REDACTED]

**Subject:** Re: OPCC Reviews / Training Options

You're very welcome, Emily.

Yes of course, the week after next works for me. Shall we say 11am Friday the 27th?

Best,

[REDACTED]  
[REDACTED]

Senior Consultant  
Sancus Solutions Ltd

**From:** Evans Emily

**Sent:** 10 July 2019 08:32

**To:** [REDACTED]@sancussolutions.co.uk>

**Subject:** RE: OPCC Reviews / Training Options

Thanks [REDACTED], that works for us. Will this be a conference call?

Kind regards

Emily

**From:** [REDACTED]@sancussolutions.co.uk>

**Sent:** 10 July 2019 17:43

**To:** Evans Emily [REDACTED]

**Subject:** Re: OPCC Reviews / Training Options

Hi Emily,

Good, I will get it booked in. It should of course be 11am Friday the **26th** July. Sorry for the typo.

I won't have access to conference call facilities then, sorry, but I could phone in to your system if you have one available?

Best,

[REDACTED]

[REDACTED]  
Senior Consultant  
Sancus Solutions Ltd

**From:** Evans Emily

**Sent:** 11 July 2019 08:53

**To:** [REDACTED]@sancussolutions.co.uk>

**Subject:** RE: OPCC Reviews / Training Options

No problem we will give you a call on our system.

Kind regards

Emily

**From:** [REDACTED]

**Sent:** 17 July 2019 17:06

**To:** [REDACTED]

[REDACTED]

**Subject:** Complaints - Appeals Process

Hi

With the new legislation that is coming to PCC's around the complaints function, and in particular the mandatory aspect of the appeals aspect. Could you advise please what process you are adopting in terms of who is dealing with the actual appeals, are offices looking to:

- employ someone directly to review the appeals on behalf of the PCC
- incorporate into an existing role
- employ someone that works for the PCC as well as the Force

Would welcome any other views on how this aspect will be managed within PCC offices.

Kind Regards

[REDACTED]

Office Manager

Executive Assistant to:

**Staffordshire Commissioners Office**

Ground Floor Block 9

Weston Road

Stafford

ST18 0YY



**From:** Evans Emily **On Behalf Of** Commissioner

**Sent:** 18 July 2019 08:51

**To:** [REDACTED]

**Subject:** RE: Complaints - Appeals Process

Hi [REDACTED]

There are a couple of different options that Northants are currently looking at:

1. Commissioning a company like Sancus to carry out reviews on our behalf.
2. Employing someone or a pool of people on what would effectively be a zero hours contract.

It would be interesting to know what responses you get, would you be open to sharing the results please?

Kind regards

Emily

Emily Evans

**Governance Assistant**

☎ Telephone **101 or 03000 111 222 (if out of county)**

☎ Mobile [REDACTED]

■ Address **East House, Police HQ, Wootton Hall, Northampton, NN4 0JQ**

✉ Email [REDACTED]

🌐 Web [www.northantspcc.org.uk](http://www.northantspcc.org.uk)

🐦 Twitter **@northantsopcc**

**From:** [REDACTED]

**Sent:** 18 July 2019 12:14

**To:** [REDACTED]

[REDACTED]

**Subject:** RE: Complaints - Appeals Process

**Importance:** High

Good Afternoon All

[REDACTED] – many thanks for your email and good to speak with you earlier.

All – one of the options I’m exploring at Humberside is using Sancus Solutions to undertake appeals on our behalf and they’re in the process of pulling together possible options and costings, based on an estimated demand from appeals over the last three years (though I anticipate an increase under the phase III reforms). Sancus has recently sent a letter to all OPCCs and I’d be interested to know if any of you are looking into this as an option?

I’m conscious that I do not have details of my counterparts within other OPCCs which would be really helpful for all of us in terms of sharing ideas and finding solutions – I know we have varied job titles and responsibilities but if each of you could let me have contact details for the appropriate member of staff dealing with Complaints and Reviews, I’ll pull together a full list and circulate so we can start sharing ideas and progress.

Would that sound helpful? Happy to facilitate where I can and it would be good to eventually meet and discuss in person - there's soon to be some training rolled out to OPCCs which could provide a perfect opportunity to put names to faces and find some mutually agreeable solutions to the Review conundrum.

Look forward to hopefully hearing from you soon

Kind Regards

A solid black rectangular box used to redact the sender's name or signature.

**From:** Evans Emily

**Sent:** 18 July 2019 13:27

**To:** [REDACTED]

**Subject:** RE: Complaints - Appeals Process

Hi [REDACTED]

I am lead for complaints and reviews for Northants OPCC.

We are also interested in exploring what Sancus can do and we have a teleconference set up with them for next Friday. Other options we are exploring include a pool of people we can use to do reviews, much like how the LQC process works.

Which model has your PCC opted for? Ours is implementing model 2 and it would be interesting to discuss with other OPCCs who are interested in model 2 as well.

Would be good to meet, along with other OPCCs.

Kind regards

Emily

From: [REDACTED]@sancussolutions.co.uk>

Date: 29/07/2019 10:03 am (GMT+00:00)

To: Evans Emily [REDACTED]

Subject: Some costings

Good morning Emily,

I have attached the document that I mentioned to you and Paul on Friday. You will see it covers what we can help you with, and also the costings for the support we can offer you with your Reviews.

Once you have had a chance to work your way through it, please get back to me if there is anything else you need or to discuss it further?

Separately, as I explained on the phone, due to our experience with running training in all aspects of the police complaints and conduct world if there is any bespoke training you need for new staff we would be very able and willing to provide that for you. Once you know what you need I can help with suggested dates, length of course and pricing. Again please just ask.

Best for now and thanks again for your time on the phone on Friday,

[REDACTED]

[REDACTED]

Senior Consultant  
Sancus Solutions Ltd

[REDACTED]

**From:** Evans Emily <[REDACTED]>

**Sent:** 29 July 2019 15:03

**To:** Fell Paul [REDACTED]

**Subject:** Fwd: Some costings

Haven't read through all of this but it looks like they are charging [REDACTED] per review. Definitely worth thinking about.

Emily

**From:** Evans Emily [REDACTED]

**Sent:** 06 August 2019 15:10

**To:** [REDACTED]

**Subject:** Options for Reviews

Good afternoon

Following the letter that we received from the Home Office last week, I have been tasked with looking at some options for dealing with reviews under the new legislation.

As part of this I am looking at a few options, one of which is a shared option. This would effectively create a pool of people who we could use on an ad hoc basis to carry out reviews. They would be employed on a zero hours contract or similar. I know there would be some issues to iron out in relation to delegations etc as I am aware that the PCCs can't delegate their responsibilities to another PCC, but I would be interested to know if any of you are interested in exploring this option further.

I would also be interested to know if any of you are taking on more than the mandatory responsibilities as we are looking to implement model 2.

Kind regards

Emily

Emily Evans

**Governance Assistant**

**From:** [REDACTED]  
**Sent:** 07 August 2019 15:16  
**To:** 'Evans Emily'  
**Subject:** RE: Options for Reviews

Hi Emily,

We, like you, are also looking at our options and would certainly be interested in exploring the possibility of establishing a pool of suitably qualified individuals to conduct reviews on our behalf. I can also confirm that we will be implementing model 1 only.

I look forward to hearing from you again in due course.

Kind regards,

[REDACTED]

[REDACTED]

Corporate Administration Officer

**Office of the Police and Crime Commissioner for Lincolnshire**

Deepdale Lane, Nettleham, Lincolnshire LN2 2LT

[REDACTED]

[www.lincolnshire-pcc.gov.uk](http://www.lincolnshire-pcc.gov.uk)

**From:** Evans Emily

**Sent:** 12 August 2019 14:59

**To:** Fell Paul [REDACTED]

**Subject:** Review Paper

Hi Paul

This isn't completed yet as I'm still in the process of arranging to meet Ali Roberts to discuss how we do zero hours contract and what it costs, but it's likely to be the lowest cost option. I will need to add this to the paper once I've had the conversation with Ali, but what do you think in terms of a conclusion and recommendation? I think we can discount the employee option. I do like the Sancus option but I think the commissioner will prefer the zero hours contract option. What do you think we should be recommending?

Emily

**From:** Fell Paul <[REDACTED]>

**Sent:** 15 August 2019 13:29

**To:** Evans Emily <[REDACTED]>

**Subject:** RE: Review Paper

Emily

Did you mean to send me your paper. This is the JD for the review officer

Paul Fell

**Director of Delivery**

☎ Telephone **101 or 03000 111 222 (if out of county) Ext 343547**

📍 Address **East House, Police HQ, Wootton Hall, Northampton, NN4 0JQ**

✉ Email [\[REDACTED\]](#)

🌐 Web [www.northantspfcc.org.uk](http://www.northantspfcc.org.uk)

🐦 Twitter [@northantsopfcc](#)

**From:** Evans Emily

**Sent:** 20 August 2019 07:50

**To:** Fell Paul [REDACTED]

**Subject:** RE: Review Paper

Sorry, correct document attached.

Another point I was thinking about is if we are going to effectively commission Sancus to carry out reviews would we need to do a tender / procurement process?

Emily

**From:** Fell Paul [REDACTED]  
**Sent:** 20 August 2019 10:20  
**To:** Evans Emily [REDACTED] McCartney Stuart  
[REDACTED]  
**Subject:** FW: Review Paper

Emily

Thanks for doing this.

A couple of points for consideration here. The Cons for Sancus include “difficult to estimate cost”. I think this also applies to the zero hours contract option as well, as we don’t know how many we will get with any potential increase.

Also in relation to Sancus I am thinking we perhaps ought to call option 1 “Commissioned Service”. We can then describe what we would want a provider to do and use Sancus in the report as an example of a supplier that does this. What do you think?

Stuart

Can I ask that you also take a look at this report from your point of view.

Paul

Paul Fell

**Director of Delivery**

☎ Telephone **101 or 03000 111 222 (if out of county) Ext 343547**  
📍 Address **East House, Police HQ, Wootton Hall, Northampton, NN4 0JQ**

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**From:** Evans Emily  
**Sent:** 22 August 2019 09:50  
**To:** [REDACTED]@homeoffice.gov.uk  
**Subject:** PCC Reviews

Dear [REDACTED]

Here at Northamptonshire OPFCC we are currently exploring different options in relation to the review function that the PCC will become responsible for early next year. One of the options we have been looking at is commissioning a service. We met with our IOPC Oversight Liaison yesterday and she expressed concerns that there was a conflict of interest in using Sancus Solutions as they will be providing training to OPCCs. Please can you let me know if this is a view that the Home Office share so that we can take it in to consideration.

Kind regards

Emily

Emily Evans

**Governance Assistant**

☎ Telephone **101 or 03000 111 222 (if out of county)**

☎ Mobile [REDACTED]

■ Address **East House, Police HQ, Wootton Hall, Northampton, NN4 0JQ**

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🐦 Twitter **@northantsopcc**

**From:** Evans Emily  
**Sent:** 22 August 2019 09:54  
**To:** [REDACTED]@humberside.pnn.police.uk  
**Subject:** Options for Reviews

Good morning

I understand from Staffordshire OPCC that you are looking in to using Sancus Solutions to carry out the review function once the legislation goes live early next year. Here at Northants OPFCC we met with our IOPC Oversight Liaison and she expressed concerns that there is a potential conflict of interest in using Sancus Solutions as they are responsible for providing training to OPCCs. Please can you let me know if you are still considering using Sancus and whether this is something you have considered?

I would be interested to hear your thoughts.

Kind regards

Emily

Emily Evans

**Governance Assistant**

☎ Telephone **101 or 03000 111 222 (if out of county)**

☎ Mobile [REDACTED]

📍 Address **East House, Police HQ, Wootton Hall, Northampton, NN4 0JQ**

✉ Email [REDACTED]

🌐 Web [www.northantspcc.org.uk](http://www.northantspcc.org.uk)

🐦 Twitter **@northantsopcc**

**From:** [REDACTED]@humberside.pnn.police.uk>  
**Sent:** 22 August 2019 13:45  
**To:** Evans Emily [REDACTED]  
**Subject:** FW: Options for Reviews

Good Afternoon Emily

Many thanks for your email. Commissioning of the review function to a third party is something that we haven't discounted but it would of course through the usual procurement process to ensure fairness and transparency – Sancus would undoubtedly be only one of many organisations to offer such a service – and any conflict of interest or perceived favour would be considered and mitigated within that process. I'm presuming that Sancus have similarly been commissioned to deliver the training by the CoP and I'm sure will have been through a similar process to that end.

That said, I suspect that we will be looking to provide our own resilience internally via recruitment/realignment of roles and I'm hoping to be in a position to clarify that within the next couple of weeks – I'll certainly keep you posted on any progress! Have you got any further with your plans yet?

Hope that helps?

**From:** Evans Emily

**Sent:** 22 August 2019 14:07

**To:** [REDACTED]

**Subject:** RE: Options for Reviews

Hi [REDACTED]

That's really helpful, thank you. We were thinking of commissioning a service for the first year so that we can establish volume and workload that reviews will create before we establish our own processes. We are still in discussions with the PCC to choose an option but it is always interesting hear what others are doing.

Kind regards

Emily

**From:** Evans Emily

**Sent:** 23 August 2019 11:06

**To:** Fell Paul [REDACTED]; McCartney Stuart

**Subject:** RE: Review Paper

Final version 😊



Options for  
Reviews.docx

**Appendix 1**

**From:** Evans Emily  
**Sent:** 26 September 2019 16:04  
**To:** [REDACTED]@sancussolutions.co.uk>  
**Subject:** Reviews

Hi [REDACTED]

Hope you are well.

We spoke previously about the service that Sancus offers in relation to reviews. Since our conversation, the Commissioner has decided that he would like to discharge his responsibilities in relation to reviews to a commissioned service.

With this in mind, please can we arrange to discuss exactly what this would look like if we were to commission Sancus to undertake our reviews?

Kind regards

Emily

Emily Evans

**Complaints and Customer Service Manager**

**From:** [REDACTED]@sancussolutions.co.uk>

**Sent:** 27 September 2019 09:16

**To:** Evans Emily [REDACTED]

**Subject:** Re: Reviews

Good morning Emily,

Thank you for your email. That is something we would be very happy to help with.

I am all over the place at the moment training the country on the new Regs but if you want to let me know some times that may suit you next week I could ring to discuss?

Best,

[REDACTED]

[REDACTED]

Senior Consultant  
Sancus Solutions Ltd

**Sent:** 27 September 2019 09:37

**To:** [REDACTED]@sancussolutions.co.uk>

**Subject:** RE: Reviews

Hi Ian

Thanks for getting back to me.

We can do:

Monday 30<sup>th</sup> at 1130

Friday 4<sup>th</sup> between 1pm and 4pm

Monday 7<sup>th</sup> 1330

Apologies – Paul has very limited availability and he is then on AL for a week. If none of these suit you, I will look for dates when he returns.

Kind regards

Emily

**From:** [REDACTED]@sancussolutions.co.uk>  
**Sent:** 27 September 2019 14:33  
**To:** Evans Emily [REDACTED]  
**Subject:** Re: Reviews

Hi Emily.

...and thank you in return for getting back to me!

Of those times, the best one for having an uninterrupted discussion for me would be 1.30pm on Monday the 7th. Shall we go with that one? The earlier dates clash with training commitments and I couldn't guarantee being free at specific times.

Best,

[REDACTED]

[REDACTED]  
Senior Consultant  
Sancus Solutions Ltd

**From:** Evans Emily

**Sent:** 27 September 2019 14:35

**To:** [REDACTED]@sancussolutions.co.uk>

**Subject:** RE: Reviews

Thanks [REDACTED] we will call you if that's ok.

Kind regards

Emily

**From:** [REDACTED]@lincs.pnn.police.uk>  
**Sent:** 27 September 2019 16:10  
**To:** [REDACTED]@northantspfcc.pnn.gov.uk>  
**Subject:** RE: Options for Reviews

Hi Emily,

It was good to meet you at the network meeting earlier this week.

You mentioned pulling together an options paper on reviews (appeals) for consideration by your PCC and I wondered whether you would be willing/able to share a copy of your paper with me? Just for your info, I have made contact with Sancus and will hopefully receive more details about their 'offer' sometime next week. Happy to share that with you, assuming you haven't already made contact of course.

Kind regards,

[REDACTED]

[REDACTED]

Corporate Administration Officer

**Office of the Police and Crime Commissioner for Lincolnshire**

Deepdale Lane, Nettleham, Lincolnshire LN2 2LT

[REDACTED]

[www.lincolnshire-pcc.gov.uk](http://www.lincolnshire-pcc.gov.uk)

**From:** Evans Emily

**Sent:** 30 September 2019 11:54

**To:** [REDACTED]

**Cc:** [REDACTED]

**Subject:** Complaints Reform Workshop

Hi Pauline

Just want to give you a quick update before the meeting on Friday.

The Commissioner has decided to explore options to commission a service in relation to reviews. We don't have any further details on this yet, but we are in discussion with Sancus. Any thoughts PSD have that might help us make sure we commission the best service would be appreciated.

Also it is possible to add an item to the agenda so that we can discuss the changes in processes for LQCs at misconduct hearings and PATs please?

Kind regards

Emily

**From:** Evans Emily

**Sent:** 01 October 2019 11:25

**To:** [REDACTED]@lincs.pnn.police.uk>

**Subject:** RE: Options for Reviews

Hi [REDACTED]

Yes, it was good to actually meet you!

I have attached the document as requested. At this stage the PFCC has confirmed that he would like to explore options for commissioning and we too have a date in the diary to speak with Sancus.

Would be good to keep in touch – we are still looking to implement an independent review officer post, possibly in Feb 2021 and we would still like to explore options for a shared resource.

Kind regards

Emily

**From:** Evans Emily

**Sent:** 07 October 2019 14:09

**To:** [REDACTED]

**Subject:** Commissioning Service for Reviews

Hi [REDACTED]

Sorry to bother you again but can I pick your brains please? Sancus Solutions have asked us to put together some terms and conditions that we would like to see included in a contract. I don't suppose you have a template or something similar of standard T&Cs please?

Kind regards

Emily

**From:** [REDACTED]@nottinghamshire.pnn.police.uk>

**Sent:** 09 October 2019 12:15

**To:** Bullen Paul [REDACTED]  
[REDACTED]

**Cc:** Evans Emily <[REDACTED]>

**Subject:** Complaint Reviews

Good afternoon

We are now considering outsourcing the complaint reviews to help us establish demand, initially for 6-12 months.

I know you mentioned that you were thinking along the same lines and I wonder if there would be any value in contacting Sancus (or any other providers), procurement etc on a regional basis?

I am happy to take this forward but didn't know what work has been progressed thus far?

I look forward to hearing from you.

Kind regards.

[REDACTED]

**From:** Evans Emily

**Sent:** 09 October 2019 15:38

**To:** [REDACTED]@nottinghamshire.pnn.police.uk>

**Cc:** [REDACTED]@lincs.pnn.police.uk>

**Subject:** RE: Complaint Reviews

Hi [REDACTED]

Our PCC has agreed that he wants to commission a service to discharge his responsibilities in relation to reviews, for at least the first 12 months of the introduction of the regs so that we can assess the volume and workload that the reviews create.

We have spoken with Sancus and we are in the process of drafting some Ts and Cs, with help from EMSCU, for their consideration. We would definitely be interested in a regional option and I'm assuming we would be hoping to get a discounted rate on the basis that there would be a higher volume of reviews? On that basis do you know of any other providers?

Kind regards

Emily

**From:** [REDACTED]@nottinghamshire.pnn.police.uk>  
**Sent:** 10 October 2019 08:21  
**To:** Evans Emily [REDACTED]  
**Cc:** [REDACTED]@lincs.pnn.police.uk>  
**Subject:** RE: Complaint Reviews

Morning Emily

Thanks for getting back to me so promptly. That is great news 😊

From the national meetings I have attended, I have been unable to identify any other providers?

It would be helpful if we could have sight of the T&Cs you are drafting?

Our PCC would like to include the below as part of our T&Cs:

- a member of our team be allowed to shadow reviews
- for equality and diversity issues to be a specific consideration
- identify learning for the individual/organisation

Please advise how it would be best for us to progress? I am happy to contact EMSCU directly but don't want to duplicate work.

Kindest regards.

[REDACTED]

[REDACTED]

**Business Support Manager**

**Nottinghamshire Office of the Police and Crime Commissioner**

**Arnot Hill House, Arnot Hill Park, Arnold, Nottingham, NG5 6LU**

[REDACTED]

**From:** Evans Emily [REDACTED]  
**Sent:** 10 October 2019 10:17  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** RE: Complaint Reviews

Morning [REDACTED]

Of course, I will keep you updated, although we are only very early in the drafting process.

Perhaps if I work with EMSCU and look to incorporate the terms you mentioned below, would that work for you?

Kind regards

Emily

**From:** [REDACTED]@emscu.pnn.police.uk>

**Sent:** 11 October 2019 17:30

**To:** Evans Emily [REDACTED]

**Subject:** RE: Commissioning Service for Reviews

Hi Emily,

Sorry for the delay, std T&C's attached for a low value service. I have also added a data handling schedule, just check this to ensure it's the right one, I have assumed that its non-classified information. If that's correct then it's the right one.

Regards

[REDACTED]

**From:** [REDACTED]@lincs.pnn.police.uk>

**Sent:** 14 October 2019 09:57

**To:** Evans Emily [REDACTED]  
[REDACTED]@nottinghamshire.pnn.police.uk>

**Subject:** RE: Complaint Reviews

Good morning,

Apologies for the late response. We would also be interested in being part of a collaborative effort to outsource the complaint review function and have held initial discussions with Sancus. I am not aware of any other provider at this time. We would want to commission the service for a minimum of 12 months (possibly 1 + 1 year) to understand the case workload and provide some breathing space whilst we consider (and possibly put in place) a long-term solution.

Kind regards,

[REDACTED]

[REDACTED]

Corporate Administration Officer

**Office of the Police and Crime Commissioner for Lincolnshire**

Deepdale Lane, Nettleham, Lincolnshire LN2 2LT

[REDACTED]

[www.lincolnshire-pcc.gov.uk](http://www.lincolnshire-pcc.gov.uk)

**From:** Evans Emily  
**Sent:** 15 October 2019 08:58  
**To:** [REDACTED]@apccs.police.uk  
**Subject:** RE: Models being adopted by OPCCs

Hi [REDACTED]

As requested for Northants OPFCC:

- I. Which model your OPCC is now proposing to adopt (1, 2, or 3) **Model 2**
- II. What arrangements you have put in place for review / appeals (i.e. in-house, external, collaborative) **We are exploring options for commissioning and are discussion with Sancus.**
- III. If appropriate, what arrangements you have put in place for handling initial complaints and contact (i.e in-house, external, collaborative) **We are in the process of recruiting two additional members of staff to create a recording and informal resolution function within the OPFCC.**

Please let me know if you need any further information.

Kind regards

Emily

Emily Evans

**Complaints and Customer Service Manager**

**From:** Evans Emily

**Sent:** 22 October 2019 09:03

**To:** [REDACTED]@emscu.pnn.police.uk>

**Subject:** RE: Commissioning Service for Reviews

Hi [REDACTED]

Thanks for this. Do you how we would go about adding clauses related to SLA's and such? Would that be an addendum to the contract or would it be incorporated in?

Kind regards

Emily

**From:** Evans Emily

**Sent:** 22 October 2019 09:08

**To:** [REDACTED]@lincs.pnn.police.uk>; [REDACTED]  
[REDACTED]@nottinghamshire.pnn.police.uk>

**Subject:** RE: Complaint Reviews

Morning both

To keep you both updated, I have attached the standard contract that EMSCU used. I am currently speaking to them about how we go about adding the clauses that we talked about. Will keep you updated and please let me know if you have any thoughts on the attached.



Standard TCs for  
Services Low v7.docx

(Appendix 2)

Have you thought about SLAs? I know Sancus were talking about a 21 day turnaround, perhaps we can think about incorporating this too?

Kind regards

Emily

**From:** Evans Emily

**Sent:** 24 October 2019 10:04

**To:** Fell Paul [REDACTED]

**Subject:** Commissioning - Sancus Solutions

Hi Paul

I am filling in the SOR-STA document for [REDACTED] and I need the budget code and authorisation from the budget holder. Is that you?

To confirm – estimated costs per annum are [REDACTED] however this will be dependent on the volume of review requests we receive.

Kind regards

Emily

**From:** Fell Paul <[REDACTED]>

**Sent:** 24 October 2019 10:16

**To:** Evans Emily [REDACTED]

**Subject:** RE: Commissioning - Sancus Solutions

Budget holder is me currently but might move it to you.

not sure on the budget code and NAdelaine will be able to let you have it

Paul Fell

**Director of Delivery**

**From:** Evans Emily

**Sent:** 24 October 2019 10:18

**To:** Fell Paul [REDACTED]

**Subject:** RE: Commissioning - Sancus Solutions

Ok 😊 thanks

**From:** Evans Emily

**Sent:** 24 October 2019 10:18

**To:** Moutrie Madeleine <[REDACTED]>

**Subject:** FW: Commissioning - Sancus Solutions

Hi Madeleine

Can I have the budget code for complaints please?

Kind regards

Emily

**From:** Evans Emily

**Sent:** 24 October 2019 11:56

**To:** Fell Paul [REDACTED]

**Subject:** Reviews

Hi Paul

Attached are the standard Ts&Cs provided to me by procurement. They are very similar to the Sponsored PCSO contract and I don't think they are particularly meaningful. I understand that Sancus are working on their own version and are hoping to share it in the next few weeks so perhaps we should wait to see what that looks like? In the meantime, I have filled out the procurement form to commission

Perhaps we could give consideration to including clauses along the lines of:

- A member of our team be allowed to shadow reviews (not sure of this would be allowed or included as part of the contract, but would be helpful when we come to set up our own process)
- Identify learning for the individual/organisation
- Inclusion of SLAs
- Break clause? What do we do if there's a problem or it isn't working?
- Option to extend contract?

I have also attached the procurement form – I've never filled out one of these before but I think I've done it right. If you are in agreement, we can get it signed by relevant people and sent back to procurement.

Kind regards

Emily



Combined SOR-STA  
Police and Fire v1.doc

[Appendix 3](#)

**From:** Fell Paul [REDACTED]  
**Sent:** 28 October 2019 09:53  
**To:** Evans Emily [REDACTED]  
**Subject:** RE: Reviews

Emily

Any update from Sancus in relation to this?

I like your thinking in relation to the clauses. Have you spoken to [REDACTED] in relation to these. If not would be useful after you are back to have that as a conversation with her and procurement

Paul

Paul Fell

**Director of Delivery**

☎ Telephone **101 or 03000 111 222 (if out of county) Ext [REDACTED]**  
📍 Address **East House, Police HQ, Wootton Hall, Northampton, NN4 0JQ**

✉ Email [REDACTED]

🌐 Web [www.northantspfcc.org.uk](http://www.northantspfcc.org.uk)

🐦 Twitter **@northantsopfcc**

**From:** Evans Emily

**Sent:** 28 October 2019 10:00

**To:** Fell Paul [REDACTED]

**Subject:** RE: Reviews

Hi Paul

No update from Sancus – I will speak to [REDACTED] next week.

I am in discussion with [REDACTED] about them. Who's [REDACTED] I can't find her on the directory.

Kind regards

Emily

**From:** Evans Emily  
**Sent:** 28 October 2019 10:44  
**To:** Fell Paul [REDACTED]  
**Subject:** FW: CHIEF CONSTABLE OF NORTHAMPTONSHIRE POLICE RE: APPROPRIATE AUTHORITY (NOR001.2179)

Hi Paul

Looking at legal advice I've had before and I've had the below regarding delegation in relation to appeals. This does not specifically cover outsourcing, however employees of Sancus would not fit under the definitions below.

Do you think this answers the question?

Kind regards

Emily

**From:** [REDACTED]  
**Sent:** 02 April 2019 16:45  
**To:** Evans Emily [REDACTED]  
**Subject:** CHIEF CONSTABLE OF NORTHAMPTONSHIRE POLICE RE: APPROPRIATE AUTHORITY (NOR001.2179)

**Restricted**

Emily

*I am sorry for the delay in dealing with your query, which has taken rather longer than I would have expected.*

*As you rightly said in your original e-mail, Reg 3(5) of the 2012 Conduct Regs does provide as follows:*

(5) Where the appropriate authority is a chief officer of police, he may, subject to paragraph (6), delegate any of his functions under these Regulations to a—

(a) member of a police force of at least the rank of chief inspector; or

(b) police staff member who, in the opinion of the chief officer is of at least a similar level of seniority to a chief inspector.

*'Police staff member' is defined at Reg 3(1) as*

(a) a member of the civilian staff of a police force, within the meaning of section 102(4) and (6) of the Police Reform and Social Responsibility Act 2011.

*For these purposes, section 102(4) is the relevant provision:*

(4) References in this Part to a police force's civilian staff are (except in the case of the metropolitan police force) references to—

(a) the chief finance officer appointed by the chief constable of the force under paragraph 4 of Schedule 2, and

(b) the other staff appointed by that chief constable under that Schedule.

*In summary, the statutory provisions allow the delegation under the Conduct regs to a member of the Chief Constable's own staff of appropriate seniority. Any delegatee must be employed by the Chief Constable and not the OPCC. That member of staff could only be the delegatee of another Chief Constable if he/she was also employed by that other Chief Constable; a collaboration arrangement would not achieve that, because section 22 agreements do not have the effect of creating employment relationships, rather they provide for the sharing of existing resources.*

*Although very artificial, it seems that the only way to achieve the desired end would be to have dual employment but, in reality, that would be no different to each Chief Constable employing someone on a part time basis to perform that function.*

*I hope that answers the question; if not, please don't hesitate to get back to me.*

Regards

██████████

████████████████████

████████████████



**From:** [REDACTED]@lincs.pnn.police.uk>

**Sent:** 27 November 2019 11:19

**To:** Evans Emily [REDACTED]

**Subject:** RE: Complaint Reviews

Hi Emily,

Just wondered if there was any further update on the development of the contract for the complaint reviews?

Many thanks.

Kind regards,

[REDACTED]

[REDACTED]

Corporate Administration Officer

**Office of the Police and Crime Commissioner for Lincolnshire**

Deepdale Lane, Nettleham, Lincolnshire LN2 2LT

[REDACTED]

[www.lincolnshire-pcc.gov.uk](http://www.lincolnshire-pcc.gov.uk)

**From:** Evans Emily

**Sent:** 29 November 2019 13:11

**To:** [REDACTED]@lincs.pnn.police.uk>

**Subject:** RE: Complaint Reviews

Hi [REDACTED]

I'm still waiting to hear back from Sancus in relation to their terms. I hope that I will be able to progress this further next week.

Hope you are well!

Kind regards

Emily

**From:** [REDACTED]@lincs.pnn.police.uk>

**Sent:** 29 November 2019 13:49

**To:** Evans Emily [REDACTED]

**Subject:** RE: Complaint Reviews

Hi Emily,

I 'm great thanks – weekend is nearly here!

Thanks also for the update re contract. I think Ian Kennedy is currently on leave until 6 December as I'm waiting for him to come back to me on a few things.

Will you be involved in any of the data protection considerations around the procurement? I've started work on an ISA between the ourselves and PSD and will also be sorting out a data processing agreement, data handling schedule (for the contract) and a DP impact assessment. Happy to share these as I work through them unless you're already head of me.

I've been advised that the Force will need to undertake a Police Approved Secure Facilities (PASF) check on Sancus premises before they will allow them to retain any Force data. Just flagging in case you need to do the same in which case there might be scope for a check to be done on behalf of the three of us. Just a thought!

Kind regards,

[REDACTED]

[REDACTED]

Corporate Administration Officer

**Office of the Police and Crime Commissioner for Lincolnshire**

Deepdale Lane, Nettleham, Lincolnshire LN2 2LT

[REDACTED]

[www.lincolnshire-pcc.gov.uk](http://www.lincolnshire-pcc.gov.uk)



**From:** Fell Paul [REDACTED]  
**Sent:** 03 December 2019 15:52  
**To:** [REDACTED]@cleveland.pnn.police.uk>  
**Subject:** RE: OPCC Reviews

[REDACTED]

We have as an office explored and thought about this at length.

We have decided that for the first year we are going to commission this service from Sancus who provide training to 42 of the 43 PSD in England and Wales.

Reason for this is 2 fold.

First we are an OPFCC who are adopting Model 2 and as such we want to focus in the first 12 months on those additional voluntary responsibilities.

Second there is obviously uncertainty over the workload that will arise from this and as such we want to give this a period of time to be able to properly assess this

Paul Fell

**Director of Delivery**

**From:** Evans Emily

**Sent:** 03 December 2019 16:14

**To:** [REDACTED]@lincs.pnn.police.uk>

**Subject:** RE: Complaint Reviews

Hi [REDACTED]

Thanks for the heads up about the secure facilities check. I will double check and get back to you but would definitely be interested in doing a joint check.

ISA is also on my list of things to do. Our Head of Office is our lead for all things data so I will be linking in with him but it would be great to hear your thoughts so far!

What with us taking on Model 2, it's a bit frantic here so apologies for the delay in responding to you. We have just taken on a complaints caseworker this week so I am hopeful I will have more capacity going forwards.

Kind regards

Emily

**From:** [REDACTED]@cleveland.pnn.police.uk]

**Sent:** 04 December 2019 09:15

**To:** Fell Paul [REDACTED]

**Subject:** RE: OPCC Reviews

Hello Paul

Thanks for getting back to me, I think that is a really interesting solution, especially given the uncertainty of everything at the moment. Please could I ask are you paying them on a piecemeal basis and if so how much?

We operate a 'triage' system in Cleveland, 2 OPCC staff currently deal with low level complaints so if we can provide any advice on our experiences, please let me know.

Many thanks

[REDACTED]

**From:** Fell Paul [REDACTED]  
**Sent:** 06 December 2019 08:18  
**To:** [REDACTED]@cleveland.pnn.police.uk>; Evans Emily  
[REDACTED]  
**Subject:** RE: OPCC Reviews

[REDACTED]

Effectively the pricing structure is a draw down contract so you look to agree a contract length, minimum 12 months and the it is a fixed cost per review.

Emily who I think you spoke to at the meeting with APCC has a copy of the pricing structure and I will get her to send a copy to you.

Emily

As discussed, can you please send Elise a copy of the stuff we had from Sancus

Paul

Paul Fell

**Director of Delivery**

**From:** Evans Emily

**Sent:** 06 December 2019 09:12

**To:** [REDACTED]@cleveland.pnn.police.uk>

**Subject:** RE: OPCC Reviews

Hi [REDACTED]

I have attached a copy of the pricing structure provided to us by Sancus Solutions.

I am waiting to receive further information in relation to their terms and conditions which I can share with you if you are still interested.

Kind regards

Emily



Police Complaints  
Review Support.pdf

(Appendix 4)

**From:** Evans Emily  
**Sent:** 06 December 2019 09:56  
**To:** [REDACTED]@sancussolutions.co.uk>  
**Subject:** Reviews - Northants OPFCC

Hi [REDACTED]

Keen to move this forward and to get an agreement in place for (hopefully) Feb 1<sup>st</sup>.

I have attached our standards T&Cs and data handling schedule. In addition to these I was wondering if you had given any thought to:

- Identifying learning for the individual/organisation
- Inclusion of SLAs in the contract
- Break clause? What do we do if there's a problem or it isn't working?
- Option to extend contract?

Did Sancus put together any T&Cs?

Kind regards

Emily

Emily Evans

**Complaints and Customer Service Manager**

 Telephone **101 or 03000 111**



Data Handling  
Schedule Category 4 :

Appendix 5

**From:** Evans Emily [REDACTED]  
**Sent:** 11 December 2019 10:34  
**To:** [REDACTED]  
**Subject:** FW: Complaint Reviews

Hi [REDACTED]

I was wondering if you have given any consideration to how reviews will be submitted by members of the public?

Currently our force use SOH so I am assuming there is an option there to re-badge the form and direct it to the OPFCC via SOH.

Or we could design a form on our website, which seems like the most sensible option given that we are trying to create greater independence from the force etc.

Please can you let me know your thoughts?

Kind regards

Emily

**From:** [REDACTED]@lincs.pnn.police.uk>

**Sent:** 11 December 2019 16:18

**To:** Evans Emily [REDACTED]

**Subject:** RE: Complaint Reviews

Hi Emily,

I raised this with our HoPSD very recently and agreed to come-up with a form of words for inclusion in the outcome letters that will be sent to complainants by PSD post February explaining the process for submitting reviews to the OPCC. This will include standard routes such as by post and email (we may set up a separate email account specifically for reviews) and, if we can get the technology to work, by completing a web form on the PCC's web site. If we can't get the technology to work then we will provide a form that can be downloaded, completed and emailed to us. I will also send out hard copies of the form on request. The forms will obviously be helpful in ensuring that we capture all relevant information, however I don't think we can be prescriptive about this. In terms of how the form is constructed, you may be aware that the IOPC recently designed a single more simplified form (see attached). In February, the IOPC will update the form so that it also refers to reviews. For consistency, our local web form will be based on the IOPC form.

Any update on the draft contract? Let me know if there is anything I can do to help/support.

With regards to your new complaints caseworker, is it envisaged that will support the review process going forward?

Kind regards,

[REDACTED]

[REDACTED]

Corporate Administration Officer

**Office of the Police and Crime Commissioner for Lincolnshire**

Deepdale Lane, Nettleham, Lincolnshire LN2 2LT

[REDACTED]

[www.lincolnshire-pcc.gov.uk](http://www.lincolnshire-pcc.gov.uk)

**From:** [REDACTED]@sancussolutions.co.uk>

**Sent:** 17 December 2019 11:59

**To:** Evans Emily [REDACTED]

**Subject:** Re: Sancus review service

Good afternoon Emily

Thank you for the update. I cannot foresee any problems with the revisions you have suggested. I have amended the SLA to reflect these changes and attached a V2 for you.

There will certainly be no problem in arranging a visit or meeting once we are up and running.

Regards

[REDACTED]  
Director  
Sancus Solutions Ltd

[REDACTED]  
[www.sancussolutions.co.uk](http://www.sancussolutions.co.uk)

**From:** [REDACTED]@sancussolutions.co.uk>  
**Sent:** 16 December 2019 12:43  
**To:** Evans Emily [REDACTED]  
**Subject:** Sancus review service

Good afternoon Ms Evans

I am following up on conversations you have had with my colleague Ian Kennedy regarding Sancus carrying out reviews on your behalf when the new police regulations come into force early next year.

I have attached a letter which sets out the progress so far, a draft Service Level Agreement and, for information only, a process map suggested by your colleagues in Nottinghamshire.

Please do not hesitate to get back t me to discuss further

Regards

[REDACTED]  
Director  
Sancus Solutions Ltd

[REDACTED]  
[www.sancussolutions.co.uk](http://www.sancussolutions.co.uk)



Sancus PCC  
Northants 16.12.19.pc



SLA Northants  
PCC.pdf



PCC Process Map.pdf

**Appendices 6, 7 & 8**

**From:** Evans Emily

**Sent:** 16 December 2019 13:46

**To:** Fell Paul [REDACTED]

**Cc:** Strachan Joanna [REDACTED]

**Subject:** FW: Sancus review service

Paul

We have received the attached from Sancus – it looks like they have struggled to reach an agreement on Centurion and have been unable to obtain their own licenses. They offer to travel to our premises at our expense or to send documents via secure email. Can we discuss?

Kind regards

Emily

**From:** Evans Emily  
**Sent:** 16 December 2019 16:37  
**To:** [REDACTED]@sancussolutions.co.uk>  
**Subject:** RE: Sancus review service

Hi [REDACTED]

Thank you for your email and for the update.

Below are my thoughts:

- We are happy to proceed using secure email rather than Centurion to send Sancus the relevant papers and documents. I will speak to our information security officer to see if we need anything further in place security wise.
- Paragraph 1 of the Service Level Agreement has the wrong address for us – it should read The Police, Fire and Crime Commissioner for Northamptonshire, East House, Wootton Hall, Northampton, NN4 0JQ
- Paragraph 4 of the Service Level Agreement – We would rather it was worded to reflect the fact that Sancus are making recommendations to the Commissioner for consideration and that the final determination will remain with the Commissioner.
- Paragraph 5 – This is the same issue as above, it should be worded to reflect that Sancus are carrying out the review and making recommendations to the Commissioner.
- Paragraph 10 – Is it possible to include an SLA for providing a timescale for enhanced and complex reviews? Eg a timescale will be provided in writing within 14 days of receipt. We aim to provide timescales and regular updates to the appellants.
- We would like Sancus to demonstrate that those carrying out reviews or with access to the information are vetted to the appropriate level.
- If possible it would also be helpful to visit to see a review being undertaken and to properly understand what is involved. This is important in ensuring the Commissioner knows that his responsibilities are being properly discharged.

I hope this all makes sense, let me know if you would like to discuss further.

Kind regards

Emily

Emily Evans

**Complaints and Customer Service Manager**

**From:** [REDACTED]@sancussolutions.co.uk>  
**Sent:** 17 December 2019 11:59  
**To:** Evans Emily [REDACTED]  
**Subject:** Re: Sancus review service

Good afternoon Emily

Thank you for the update. I cannot foresee any problems with the revisions you have suggested. I have amended the SLA to reflect these changes and attached a V2 for you.

There will certainly be no problem in arranging a visit or meeting once we are up and running.

Regards

[REDACTED]  
Director  
Sancus Solutions Ltd  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[www.sancussolutions.co.uk](http://www.sancussolutions.co.uk)

**From:** Evans Emily  
**Sent:** 17 December 2019 12:01  
**To:** [REDACTED]@northants.pnn.police.uk>  
**Subject:** Sancus review service

Hi [REDACTED]

As you may be aware the PFCC will become responsible for hearing complaint reviews on February 1<sup>st</sup> 2020. The PFCC has opted to commission a service (Sancus Solutions). Initially it was our intention to provide Sancus with the relevant documents via Centurion Workflow, however the costs of obtaining additional licenses has become prohibitive for them. Therefore they have suggested that all documents should be sent to them via their secure email system (CJSM). All reviewers are being vetted by the national vetting unit.

I would appreciate your thoughts on the above and anything else I might need to consider.

Kind regards

Emily

Emily Evans

**Complaints and Customer Service Manager**

☎ Telephone **101 or 03000 111 222 (if out of county)**

[REDACTED]

📍 Address **East House, Police HQ, Wootton Hall, Northampton, NN4 0JQ**

[REDACTED]

🌐 Web [www.northantspcc.org.uk](http://www.northantspcc.org.uk)

🐦 Twitter **@northantsopcc**

**From:** Evans Emily

**Sent:** 17 December 2019 12:02

**To:** [REDACTED]@sancussolutions.co.uk>

**Subject:** RE: Sancus review service

Thank you [REDACTED], should I wait to hear from you further?

Kind regards

Emily

**From:** Evans Emily

**Sent:** 17 December 2019 13:57

**To:** [REDACTED]@northants.pnn.police.ukf

**Subject:** FW: Sancus review service

Hi [REDACTED]

Attached is the agreement that Sancus Solutions have sent us in relation to carrying out reviews. It will be a draw down service of an estimated value of [REDACTED] per year. I know we spoke previously and you advised me to fill in the award form, which I have done, just haven't progressed it any further yet, does that still apply to a draw down service?

Hope this makes sense, let me know if not and I will try to explain it better!

Kind regards

Emily

**From:** Evans Emily  
**Sent:** 17 December 2019 14:21  
**To:** [REDACTED]@lincs.pnn.police.uk>  
**Subject:** RE: Complaint Reviews

Hi [REDACTED]

Apologies for the delay in getting back to you – its been very busy here, as im sure it has been for you too!

We have now received a letter from Sancus, have you received one too? I can send you copies if not, but it was quite interesting – they have not been able to get their own Centurion licenses as the cost is prohibitive and therefore have offered two solutions. I have written back to them with my thoughts but it would good to share with you.

Yes, the new caseworkers will be responsible for supporting the admin functions of the review process.

Kind regards

Emily

**From:** [REDACTED]@northants.pnn.police.uk>

**Sent:** 24 December 2019 12:38

**To:** Evans Emily [REDACTED]

**Subject:** RE: Sancus review service

Hi Emily,

This probably needs a broader discussion to understand the intricacies and the data ownership/flow. However, here are a few items for consideration in advance of us being able to chat it through.

OPFCC are a separate data controller from Northants Police. If it is only OPFCC data that is being processed via this service, it may not be anything I need to be involved in. (I recognise that you don't have a dedicated ISO or DPO and such Trina and I can provide advice informally if we have capacity to do so)

However, OPFCC use Northants Police network for their IT, and my role is very much concerned with protecting our information and our network, so where and how is this service being hosted? If it is being hosted or used via our network, I do need to have some assurance about the security of the solution. To be clear this is the security of it to be linked to our network, and not for the processing of your data. The main question for me is whether there is a risk of accidental or intentional leaking of Northants Police data via any links to/from Sancus.

If the documents being sent are (or will be) exclusively OPFCC owned documents, I don't need to be involved, but can offer advice.

If the data available to the supplier/service is (or will be) exclusively OPFCC owned data, I don't need to be involved, but can offer advice.

There is a timing issue in that the information may currently (before 1<sup>st</sup> Feb) be Northants Police data, and will become OPFCC data when the legislation changes. In this case, none of the data can be shared before the effective date without the express permission of the current information owner (likely to be the Head of PSD).

I hope this helps. I'm back from 2<sup>nd</sup> Jan for a call, or 3<sup>rd</sup> Jan for a meeting in person if needed. It may also be useful to involve [REDACTED] as our Data Protection Officer.

Regards

[REDACTED]

**Protecting the Confidentiality, Integrity and Availability of all our information**

Professional Standards Department

Northamptonshire Police

[REDACTED]

**From:** [REDACTED]@lincs.pnn.police.uk>

**Sent:** 06 January 2020 16:15

**To:** Evans Emily [REDACTED]

**Subject:** RE: Complaint Reviews

Hi Emily,

Apologies for the delay in coming back to you but have just returned from a lengthy break over the Christmas/New Year period.

Yes, I have received the letter and we will be opting for model 2, at least initially. The Force has some reservations about allowing Sancus direct access to the Centurion case management system, so this is the path of least resistance. It will be my role to forward the review bundle to Sancus. I believe they need to know by the end of this week which of the two options we are going for. Out of interest, have you asked for anything additional to be included in the SLA?

Kind regards,

[REDACTED]

[REDACTED]

Corporate Administration Officer

**Office of the Police and Crime Commissioner for Lincolnshire**

Deepdale Lane, Nettleham, Lincolnshire LN2 2LT

[REDACTED]

[www.lincolnshire-pcc.gov.uk](http://www.lincolnshire-pcc.gov.uk)

**From:** Evans Emily

**Sent:** 09 January 2020 11:23

**To:** [REDACTED]@northants.pnn.police.uk>

**Subject:** RE: Sancus review service

Hi [REDACTED]

Thanks for getting back to me.

The documents would being reviewed by Sancus Solutions would include the full complaint file collated by PSD. I'm not sure what implications this would have but it might be helpful to meet if you are available?

Kind regards

Emily

**From:** Evans Emily

**Sent:** 09 January 2020 13:26

**To:** [REDACTED]@sancussolutions.co.uk>

**Subject:** RE: Sancus review service

Hi [REDACTED]

I understand that the regulations are being laid tomorrow. Has there been any progress with this at all?

Kind regards

Emily

**From:** [REDACTED]@sancussolutions.co.uk>

**Sent:** 09 January 2020 15:50

**To:** Evans Emily [REDACTED]

**Cc:** Ian Kennedy [REDACTED]

**Subject:** Re: Sancus review service

Good afternoon Emily

Yes, we hear that the inception will be from the beginning of February.

We have identified a number of people to carry out reviews on our behalf and they are gathering for a training day in the next couple of weeks . They are also all attending the IOPC days which are taking place (I went to the first one yesterday)

We will also be in touch very soon to discuss lines of communication and any other logistical issues however if there is anything specific you wish to address please do not hesitate to get back to me

Regards

[REDACTED]  
Director  
Sancus Solutions Ltd  
[REDACTED]  
[REDACTED]

**From:** Evans Emily

**Sent:** 09 January 2020 16:02

**To:** [REDACTED]@sancussolutions.co.uk>

**Subject:** RE: Sancus review service

Thanks [REDACTED], will wait to hear from you.

Kind regards

Emily

**From:** Evans Emily  
**Sent:** 09 January 2020 16:01  
**To:** [REDACTED]@lincs.pnn.police.uk>  
**Subject:** RE: Complaint Reviews

Hi [REDACTED]

Good to hear from you, I hope you had a good Christmas and New Year!

Below is my response to Sancus and the requests that we have made:

- We are happy to proceed using secure email rather than Centurion to send Sancus the relevant papers and documents. I will speak to our information security officer to see if we need anything further in place security wise.
- Paragraph 1 of the Service Level Agreement has the wrong address for us – it should read The Police, Fire and Crime Commissioner for Northamptonshire, East House, Wootton Hall, Northampton, NN4 0JQ
- Paragraph 4 of the Service Level Agreement – We would rather it was worded to reflect the fact that Sancus are making recommendations to the Commissioner for consideration and that the final determination will remain with the Commissioner.
- Paragraph 5 – This is the same issue as above, it should be worded to reflect that Sancus are carrying out the review and making recommendations to the Commissioner.
- Paragraph 10 – Is it possible to include an SLA for providing a timescale for enhanced and complex reviews? Eg a timescale will be provided in writing within 14 days of receipt. We aim to provide timescales and regular updates to the appellants.
- We would like Sancus to demonstrate that those carrying out reviews or with access to the information are vetted to the appropriate level.
- If possible it would also be helpful to visit to see a review being undertaken and to properly understand what is involved. This is important in ensuring the Commissioner knows that his responsibilities are being properly discharged.

Hope this helps.

Do you have everything in place now for Feb 1<sup>st</sup>? Have you had any thoughts about LQCs? I believe that OPCCs will be responsible for their selection for hearings going forward.

Kind regards

Emily

**From:** Evans Emily

**Sent:** 29 January 2020 09:44

**To:** [REDACTED]@sancussolutions.co.uk>

**Subject:** Reviews

Hi [REDACTED]

I have been in discussion with our PSD and they have asked me to raise the below with you:

- How will information be stored and how long will it be retained for? What controls are in place? And what standards have been achieved? (ISO 27001, CyberEssentials, PASF)? Are you able to sign an information sharing agreement?
- How will you determine what is reasonable and proportionate and what parameters will you use when looking at reviews?

Also is it possible to arrange to visit? It would be helpful to observe a review being conducted at some point, although this may be some weeks away yet.

Kind regards

Emily

Emily Evans

**Customer Service Manager**

☎ Telephone **101 or 03000 111 222 (if out of county)**

☎ Mobile [REDACTED]

📍 Address **East House, Police HQ, Wootton Hall, Northampton, NN4 0JQ**

✉ Email [REDACTED]

🌐 Web [www.northantspcc.org.uk](http://www.northantspcc.org.uk)

**From:** Evans Emily  
**Sent:** 30 January 2020 14:35  
**To:** [REDACTED]@northants.pnn.police.uk>  
**Subject:** Sancus Solutions

Hi [REDACTED]

Sancus have suggested that I conduct a PASF visit to ensure that our security requirements are met.

Please can I have your advice on whether you think that this would be sensible approach and how I go about doing it?

Kind regards

Emily

Emily Evans

**Customer Service Manager**

☎ Telephone **101 or 03000 111 222 (if out of county)**

☎ Mobile [REDACTED]

📍 Address **East House, Police HQ, Wootton Hall, Northampton, NN4 0JQ**

✉ Email [REDACTED]

**From:** [REDACTED]@sancussolutions.co.uk>  
**Sent:** 30 January 2020 13:18  
**To:** Evans Emily [REDACTED]  
**Subject:** Re: Reviews

Hi Emily

Sorry for the delay in responding.

Any personal information will be sent to us via secure e-mail - CJSM or whichever system you normally use. It will be stored on Office 365 which is a Microsoft secure system. We will delete all information at the earliest opportunity. I would suggest one month after the review is completed - to allow some time for any queries. However happy to discuss whatever time period is seen to be reasonable.

With regard to account maintenance I would suggest that each case is given an anonymous unique reference number which we can use for invoicing etc.

We are having a PASF visit by Lincolnshire on 20 February 2020. You are, of course welcome to do your own, but I wonder if Lincoln may share the result with you to save expense?

Our CyberEssentails application is ongoing and will be through before the service starts.

We are more than happy to facilitate a visit either way. And we can discuss when we are up and running

I hope that answers all your questions? If not please get back to me

Regards

[REDACTED]  
Director  
Sancus Solutions Ltd  
[REDACTED]  
[REDACTED]  
[www.sancussolutions.co.uk](http://www.sancussolutions.co.uk)

**From:** Evans Emily

**Sent:** 30 January 2020 14:37

**To:** [REDACTED]@sancussolutions.co.uk>

**Subject:** RE: Reviews

Hi [REDACTED]

Thanks for getting back to me.

I still have some questions about how you will determine what is reasonable and proportionate when it comes to conducting reviews.

Do you have a template agreement that you are using for your service at all? I am keen to get a documented agreement that includes security information, SLAs etc.

Kind regards

Emily

**From:** Evans Emily

**Sent:** 11 February 2020 11:42

**To:** [REDACTED]@sancussolutions.co.uk>

**Subject:** FW: Reviews

Hi [REDACTED]

I am keen to get an agreement in place before we receive our first application for review.

Please can you advise as per the below?

Kind regards

Emily

**From:** [REDACTED]@sancussolutions.co.uk>

**Sent:** 11 February 2020 11:51

**To:** Evans Emily [REDACTED]

**Subject:** Re: Reviews

Morning Emily

my apologies for the delay.

Here is what we have drafted so far on defining 'Reasonable and Proportionate' -

Our reviewers will decide the review on whether the outcome and handling were reasonable and proportionate. We expect that complaints handlers will have explained why what they have done is reasonable and proportionate. If their 'reasonable and proportionate' has been reached fairly and with a view to resolving the complaint to the complainant's satisfaction, it is unlikely a review will be upheld. This will be the case even if the reviewer has a different opinion on what would have been their own 'reasonable and proportionate'.

If the complaints handler fails to set out clearly what their 'reasonable and proportionate' is, the reviewer will have to apply their own and as a result may uphold the review.

The reviewers will of course take account of the guidance the IOPC has issued on reasonable and proportionate. This includes the status of the victim.

The reviewer will in all cases support their recommendation by giving reasons.

Obviously this is a relatively new area and as we are providing the service to six forces (this may rise to nine) we will also develop learning and good practice.

I have attached a draft SLA which we can discuss and amend as required

[REDACTED]  
Director  
Sancus Solutions Ltd  
[REDACTED]

**From:** Evans Emily  
**Sent:** 12 February 2020 10:05  
**To:** [REDACTED]@sancussolutions.co.uk>  
**Subject:** RE: Reviews

Hi [REDACTED]

This hasn't been updated as per my previous comments some time ago:

- Paragraph 1 of the Service Level Agreement has the wrong address for us – it should read The Police, Fire and Crime Commissioner for Northamptonshire, East House, Wootton Hall, Northampton, NN4 0JQ
- Paragraph 4 of the Service Level Agreement – We would rather it was worded to reflect the fact that Sancus are making recommendations to the Commissioner for consideration and that the final determination will remain with the Commissioner.
- Paragraph 5 – This is the same issue as above, it should be worded to reflect that Sancus are carrying out the review and making recommendations to the Commissioner.
- Paragraph 10 – Is it possible to include an SLA for providing a timescale for enhanced and complex reviews? Eg a timescale will be provided in writing within 14 days of receipt. We aim to provide timescales and regular updates to the appellants.

Please can you also add the below:

- Paragraph 14 – please can we add a clause to state that Sancus Solutions will only retain information for up to 28 days after a review has been finalised. Information will be permanently deleted from your server after this date.

Please can you also let me know how you intend to invoice us? Will it be on a case by case basis?

Like I said, I'm keen to get a finalised agreement in place before we receive our first request for review.

Kind regards

Emily

**From:** [REDACTED]@sancussolutions.co.uk>  
**Sent:** 19 February 2020 10:16  
**To:** Evans Emily [REDACTED]  
**Subject:** Re: Reviews

Good morning Emily

Apologies I have now attached an updated document for your information.

You asked in an earlier e-mail about Cyberessentials. We have now achieved that status. Let me know if you would like sight of our certificate.

Regarding invoicing can I suggest that we invoice monthly? We will itemise the cases using the URN so that you can reconcile them.

If you could advise if any form of purchase order is required and the correct destination for the invoice I would be grateful.

Our reviewers are having a training day today and I will be back in touch very soon with further details

Regards

[REDACTED]  
Director  
Sancus Solutions Ltd  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[www.sancussolutions.co.uk](http://www.sancussolutions.co.uk)

**From:** Evans Emily

**Sent:** 20 February 2020 11:39

**To:** [REDACTED]

**Cc:** [REDACTED]

**Subject:** Sancus Solutions - ISA

All

I have added the relevant information about Sancus Solutions to our ISA, highlighted in yellow. I have also drafted an ISA which I will request Sancus sign.

Please can I have your thoughts on both of the attached?

Kind regards

Emily

Emily Evans

**Customer Service Manager**

☎ Telephone **101 or 03000 111 222 (if out of county)**

☎ Customer Service **01604 888881**

☎ Mobile [REDACTED]

■ Address **East House, Police HQ, Wootton Hall, Northampton, NN4 0JQ**



Information Sharing Agreement V1.docx



OPFCC - Sancus ISA.docx

Appendix 9 & 10

**From:** Evans Emily  
**Sent:** 26 February 2020 11:39  
**To:** [REDACTED]@emscu.pnn.police.uk>  
**Subject:** FW: Sancus review service

Hi Claire

Please can you advise as per the below?

Kind regards

Emily

**From:** Evans Emily  
**Sent:** 17 December 2019 13:58  
**To:** [REDACTED]  
**Subject:** FW: Sancus review service

Hi Claire

*Attached is the agreement that Sancus Solutions have sent us in relation to carrying out reviews. It will be a draw down service of an estimated value of [REDACTED] per year. I know we spoke previously and you advised me to fill in the award form, which I have done, just haven't progressed it any further yet, does that still apply to a draw down service?*

*Hope this makes sense, let me know if not and I will try to explain it better!*

Kind regards

Emily

**From:** [REDACTED]@sancussolutions.co.uk>  
**Sent:** 16 December 2019 12:43  
**To:** Evans Emily [REDACTED]  
**Subject:** Sancus review service

Good afternoon Ms Evans

*I am following up on conversations you have had with my colleague [REDACTED] regarding Sancus carrying out reviews on your behalf when the new police regulations come into force early next year.*

*I have attached a letter which sets out the progress so far, a draft Service Level Agreement and, for information only, a process map suggested by your colleagues in Nottinghamshire.*

*Please do not hesitate to get back t me to discuss further*

Regards

[REDACTED]  
Director  
Sancus Solutions Ltd

**From:** Evans Emily

**Sent:** 26 February 2020 14:21

**To:** [REDACTED]@sancussolutions.co.uk>

**Subject:** RE: Reviews

Hi [REDACTED]

In your email below you allude to further details becoming available. Is there any update?

Kind regards

Emily

**From:** [REDACTED]  
**Sent:** 01 March 2020 12:34  
**To:** Evans Emily [REDACTED]  
**Subject:** Reviews on behalf of Northamptonshire PFCCO

Dear Emily,

[REDACTED] from Sancus Solutions has sent me your e-mail address link and asked that I make contact with you.

He has informed me that I will be completing the reviews on behalf of Northamptonshire Police, Fire and Crime Commissioner, once the new legislation begins to take effect.

I would very much like to come up and meet you if possible, and the Head of Northants police PSD, to better understand any concerns and requirements you may have.

I am away on holiday next week, but will be back and able to come up to meet you from the 12th March onward.

Please let me know what date would be convenient for you. If you could help facilitate the meeting with the Head of PSD that would be most helpful too.

I look forward to hearing from you and working with you in the future.

Kind Regards [REDACTED]

[REDACTED]

**From:** Evans Emily

**Sent:** 02 March 2020 14:09

**To:** [REDACTED]northants.pnn.police.uk>

**Subject:** FW: Reviews on behalf of Northamptonshire PFCCO

Hi [REDACTED]

Please can you help arrange a meeting for [REDACTED] and I to meet with the SPOC from Sancus Solutions?

I can be fairly flexible but would be good to have it arranged for as soon as possible after the 12<sup>th</sup> March.

Kind regards

Emily

**From:** Evans Emily

**Sent:** 02 March 2020 14:10

**To:** [REDACTED]

**Subject:** RE: Reviews on behalf of Northamptonshire PFCCO

Dear [REDACTED]

Good to hear from you. It would be great to meet with you. I have asked PSD for some dates and will get back to you as soon as possible.

Kind regards

Emily

## **Options for Reviews**

### **Introduction**

The Policing and Crime Act 2017 gives new responsibilities for Police and Crime Commissioners, some of which are mandatory. The legislation aims to increase transparency and public confidence in the complaints system by increasing independence and accountability.

One of the mandatory responsibilities is that Police and Crime Commissioners will become the relevant review body for complaints where the allegation, if proven, would not amount to misconduct.

We are expecting that the legislation will go live in early February 2020 and will need to begin to make the necessary preparations in the coming weeks. Based on current projections, we expect to receive around 76 applications for review per year, which equates to approximately 228 hours of additional work per year.

There are two parts to the review process. Part one will include ensuring that the correct processes, as detailed in regulations and statutory guidance, have been followed throughout the complaint process. This will require a good knowledge of the regulations, legislation and statutory guidance. Part two will require a determination about whether the outcome of the complaint is reasonable and proportionate.

Should the person carrying out the review determine that the outcome was not reasonable or proportionate, the PFCC can make recommendations to the Chief Constable. These recommendations include:

- A recommendation that the complainant receives an apology
- A recommendation that seized property is returned
- A recommendation that the matter is referred to be dealt with under the reflective practice review process
- A recommendation that compensation is paid

The PFCC will then write to the Chief Constable and the appellant informing them of his recommendations. The Chief Constable will need to respond to both the PFCC and the appellant informing them either:

- That he accepts the recommendations and what he intends to do next
- That he does not accept the recommendations and an explanation

The review will then be considered closed and will be filed by the Complaints and Customer Service Team. There is no further right to review and the appellant should seek judicial review if they remain dissatisfied with the outcome.

With all the suggested options below, the Complaints and Customer Service Team will pick up all admin tasks associated with reviews. They will be responsible for logging and acknowledging appeals, preparing the file and for maintaining accurate records and updating progress.

### **Option 1 – Commissioning a Service**

Having sought advice from Procurement, there are two commissioning routes available to us. Either we can request quotes from 3 different suppliers, or the PFCC can award the tender to his supplier of choice. At this time, we are only aware of one supplier who offers this service, Sancus Solutions.

Sancus Solutions Ltd is primarily a training company, offering investigative skills training sessions and courses to a range of professions, including healthcare and policing. They currently run PSD training sessions for 42 Forces in the country and have recently been contracted by the College of Policing to provide training to OPCCs in relation to the new legislation. Sancus are also able to offer other services such as Domestic Homicide Reviews and NHS England Homicide and Serious Incident Investigations.

Last month Sancus Solutions wrote to all the PCCs firstly promoting their College of Policing training courses and secondly informing us of their services in relation to reviews.

Sancus are able to provide two levels of support to PCCs. Firstly, they can provide a contracted service undertaking all of our reviews and preparing the necessary paperwork. This will include an assessment of whether the investigation was reasonable and proportionate and any recommendations for further response.

Alternatively, if we do plan to recruit a member of staff to fulfil the review function, Sancus can provide short term cover to manage any absences due to leave or illness. This offers us some resilience and mitigates some of the risks around employing a person to carry out the reviews.

Sancus has secure IT systems to ensure security of data. They also carry professional indemnity and public liability insurance at levels commensurate with public sector procurement requirements. They are also able to put the reviewer allocated through a local vetting process if required.

Reviewers engaged through Sancus to complete Complaint Reviews on behalf of PCCs are all experienced senior managers from a police professional standards background. They have been trained in the implementation of the new regulations to ensure consistency of service. To ensure quality standards are maintained each will adhere to the Sancus Quality Management policy meaning that each will be vetted to the required level and carry out continuing professional development. There are sufficient numbers of trained reviewers to ensure continuity of service whatever external factors may come into play.

Sancus Solutions offer three standards of review:

**STRAIGHTFORWARD** - Sancus believe this will cover more than 90% of cases to be reviewed.

**ENHANCED** - To cover more complex situations where the reviewer needs to seek a significant amount of further information from the PCC's office. These will be relatively rare and will be identified at an early stage.

**COMPLEX** - A very rare situation which will be identified either by the OPCC or by Sancus before any work is commenced.

Where Sancus are contracted to carry out all reviews for a period of more than one month the cost per case will be:

**Volume** [redacted]  
Up to 100 cases\* [redacted]

More than 100 cases\* [redacted]

\*In any twelve-month period

Where Sancus are contracted to carry out all reviews for an ad hoc period of up to one month the cost per case will be:

[REDACTED]

Based on current projection of [REDACTED] reviews per year, [REDACTED] reviews would fall in to the straightforward category, costing [REDACTED], [REDACTED] reviews would fall in to the enhanced category costing [REDACTED] and [REDACTED] reviews would fall in to the complex category costing approx. [REDACTED]. The total estimated cost for this service would be [REDACTED] per annum. This is subject to change depending on the number of reviews that we actually receive. There is some speculation that it will increase and that there will be an initial spike in review application.

### **Option 2 - Full Time Employee**

As there is no one currently employed within the OPFCC that has the appropriate skills and capacity to take on the reviews, an option is to employ a person to do them. This person could be someone who holds a professional qualification that would hold some credibility with members of the public, increasing public confidence in the complaints process.

With our current projection of [REDACTED] applications for appeal per year, we estimate that this would generate [REDACTED] hours of work per week based upon a calculation of [REDACTED] hours per review. There is no continuity in relation to when the reviews are received, meaning that we could receive none for several weeks in a row, followed by 5 over the course of one week. This could potentially create periods of time when the post holder may not have any reviews to consider, followed by periods of time where there was a delay in processing them due to a backlog. It is also difficult to estimate hours required if the post was part time.

There would also be a requirement to provide initial and ongoing training to the post holder to ensure that their knowledge is up to date and accurate.

We have a job description (see appendix 1) which has been informally graded by HR at SO2, meaning that the maximum salary is [REDACTED], or [REDACTED] including on-costs. We are currently waiting on a formal grading decision from HR, however their initial indication is that this post is unlikely to be more than SO2.

There is also the option for Sancus Solutions to provide support during periods of peak demand, annual leave or sickness, providing an element of resilience. For this service, Sancus Solutions charge [REDACTED] per standard review when used on an ad hoc basis.

### **Option 3 - Casual Contracts**

In order to effectively manage the risk regarding the unknown volume of reviews and the lack of ability to predict workload, one option would be to employ a person or pool of people on a zero hours contract. This would mean that upon receipt of a review, the Complaints and Customer Service Team would be able to offer the review to the pool of people and the person with capacity would be able to accept the review.

These people could already be professionals in a different field who are taking on additional work or are retired. For example, Wiltshire OPCC already have an Independent Review Officer in post and the

post holder is also a Professor at a University. This would give the person carrying out the review a degree of professional credibility which would help to increase public confidence in the complaints system. This option allows for a greater degree of independence and separation from Northamptonshire Police.

I have written to all OPCC complaints leads regionally, plus Staffordshire OPCC asking whether any of them would be interested in a shared resource. Lincolnshire OPCC have confirmed their interest in sharing a pool of suitably qualified individuals who can deal with reviews.

Based on an SO2 salary, this option would cost ██████ per hour or ██████ per review, plus minimal on-costs. Based on a projection of ██████ applications for review per year, this option would cost ██████ plus some on costs, bringing that total to approx ██████

We would need to ensure that the people carrying out reviews were provided with relevant and ongoing training to ensure that their knowledge and skills remain up to date.

There are some issues with ensuring that these people are recruited and provided with relevant training in time to meet the go live date of the 1<sup>st</sup> of February.

**Pros and Cons**

Option	Pros	Cons
Commissioning a Service (Sancus Solutions)	Minimal risk	More expensive
	More independent	Difficult to estimate cost
	Consistent decision making	
	Resilience managed by Sancus	
Employee	No additional training costs	
	More oversight and control of the review process	More expensive – most expensive option
		Training costs
		Limited resilience
Casual Contracts		Not cost effective
	Cost effective – cheapest option	Training costs
	Resilience created by having a pool of available people	Difficult to estimate cost
	Greater Independence from Northamptonshire Police	

**Costs**

Option	Cost per annum
Commissioning a Service (Sancus Solutions)	██████
Full Time Employee	██████
Zero Hours Contract	██████

## **Conclusion**

To conclude, I recommend that initially we commission a service for a trial period of 12 months. Without being able to estimate resource requirements, commissioning a service will ensure that there are processes in place to ensure that reviews are dealt with in a timely and consistent manner from the go live date of the 1<sup>st</sup> of February.

Although this option is significantly more expensive than employing people on casual contracts it does have some benefits in mitigating the initial risks, particularly while we develop effective processes for the responsibilities described under model 2

We will then have time to establish what the resource requirement would be so that we could then move to having a pool of people on casual contracts. This would also give us time to ensure that we recruit the right people with professional credibility to increase public confidence and give them relevant training.

## Appendix 1



### OFFICE OF THE POLICE AND CRIME COMMISSIONER

#### JOB DESCRIPTION

**JOB TITLE:** Independent Complaints Review Officer

**SCALE:** TBC

**SUPERVISION AND CONTROL:** TBC

**PLACE OF WORK:** TBC

**HOURS OF WORK:** 0

#### PURPOSE OF THE ROLE:

To act as an Independent Review Officer for reviews of complaints from members of the public where the Police, Fire and Crime Commissioner (PFCC) is the relevant appeal body.

To undertake reviews of investigations into complaints against the police, which may include considering or examining evidence. The role will also determine whether investigations and outcomes are reasonable and proportionate, make recommendations where necessary, highlight best practice for the effective operation of the complaints system as a whole and prepare high quality, accurate and timely reports.

### **KEY RESPONSIBILITIES:**

1. To review and consider files subject to review in order to determine whether investigations have been conducted fully in accordance with all relevant legislation, guidelines and regulations.
2. To review and consider files subject to review in order to determine whether investigations and outcomes are judged to have been reasonable and proportionate.
3. Where appropriate, contact complainants and witnesses (both police and public) and identify any new potential lines of enquiry.
4. Where necessary review and examine exhibits associated with investigations subject to review in such a manner as to maintain their evidential credibility and continuity.
5. At the conclusion of a review, prepare a high quality, accurate and timely report for consideration by the PFCC with recommendations as appropriate.
6. To draft on behalf of the PFCC, formal letters of response to both the Appellant and the Chief Constable following the conclusion of the appeal.
7. Develop, manage and maintain effective relationships with all persons and parties involved in the Police complaints system, locally, regionally and nationally.
8. Attend and actively participate in training courses, seminars, regional meetings as required and where appropriate, disseminate good practice to the organisation.

### **PERSON SPECIFICATION**

#### **ROLE SPECIFIC ESSENTIAL CRITERIA**

1. Educated to degree level or equivalent qualification or possess significant experience commensurate with the role;
2. A good working understanding of equality and diversity issues appropriate to the role.

3. Experience of dealing with a direct service to the public where contentious and difficult issues have to be dealt with in a confidential and sensitive manner.

4. Evidence of a well-developed capacity to conduct enquiries, obtain information and the use of sound judgment to reach conclusions.

5. The ability to deal with large volumes of complex information to reach a conclusion based on evidence and sound judgment, whilst demonstrating application of analysis, critical thinking, distillation and assessment of a large volume of information.

6. Strong communication skills and an ability to build strong and positive relationships with a variety of organisations and stakeholders.

7. Good knowledge of relevant Acts, Regulations and procedures or a facility to understand the requirements in a very short time-scale.

8. An understanding of confidentiality and Data Protection/Freedom of Information issues.

Publication Scheme:	N
Title and Version:	Standard Terms and Conditions for Services Low V7
Purpose:	Standard terms and conditions for the Purchase of Services where the value and risk is considered to be "low"
Relevant to:	All Police Staff and suppliers
Summary:	Purchase of Services Low Value/Risk
Author:	East Midlands Police Legal Services
Date:	15 June 2018
Review Date	31 May 2019

### VERSION CONTROL

Version No.	Date	Author	Post	Reason for Issue
1.0	1 <sup>st</sup> August 2014	[REDACTED]	Solicitor (EMPLS)	First draft
1.1	28 <sup>th</sup> August 2014	[REDACTED]	Solicitor (EMPLS)	Updated to correct typos and reflect feedback from Graeme Unwin (procurement)
2.0	11 <sup>th</sup> May 2015	[REDACTED]	Solicitor (EMPLS)	Correcting minor typos and bringing up to date re: government guidance on payment terms
3.0	10 <sup>th</sup> November 2015	[REDACTED]	Solicitor (EMPLS)	Updated following annual review
4.0	12 <sup>th</sup> May 2016	[REDACTED]	Solicitor (EMPLS)	Updated definition of Customer to include both PCC & Chief Constable
5.0	5 <sup>th</sup> June 2017	[REDACTED]	Solicitor (EMPLS)	Updated following annual review
6.0	9 <sup>th</sup> August 2017	[REDACTED]	Solicitor (EMPLS)	Updated to reflect that statutory rate of interest to apply
7.0	15 <sup>th</sup> June 2018	[REDACTED]	Solicitor (EMPLS)	Updated following annual review

**General Conditions of Contract for the Provision of Services**

**INDEX OF CONDITIONS**

1. GENERAL
2. PERFORMANCE, QUALITY AND DEFECTS
3. CONFIDENTIALITY
4. FREEDOM OF INFORMATION AND DATA PROTECTION
5. PRICE AND PAYMENT
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19. COMMUNICATIONS
20. LAW AND JURISDICTION

**1. GENERAL**

1.1 In these Conditions:

1.1.1 "Contract" means the Order and the Supplier's acceptance of the Order;

1.1.2 "Customer" means the Chief Constable and the Police and Crime Commissioner of the police force(s)/police area(s) identified in the Order;

1.1.3 "Data Protection Law" means:

(a) the General Data Protection Regulation (Regulation (EU) 2016/679), the Law Enforcement Directive (Directive (EU) 2016/680) and any applicable laws implementing the Directives into UK law, all as amended from time to time;

(b) the Data Protection Act 2018 to the extent that it relates to the processing of personal data and privacy; and

(c) all other applicable law about the processing of personal data and privacy;

1.1.4 "Deliverables" means all documents, products and materials developed by the Supplier or its Personnel as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts);

1.1.5 "Intellectual Property Rights" means any and all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, semi-conductor topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

1.1.6 "Losses" means losses (including any direct, indirect or consequential losses, loss of profit and loss of reputation), claims, damages, liabilities, fines, interest, penalties, costs, charges, expenses, demands and legal and other professional costs (calculated on a full indemnity basis);

1.1.7 "Order" means the Customer's written instruction, incorporating these Conditions, requesting the Supplier to perform the Services;

1.1.8 "Personnel" means any and all of the Supplier's employees, agents, representatives or sub-contractors;

- 1.1.9 "Services" means the consultancy, design or other work, agreed in the Contract to be purchased by the Customer from the Supplier (including any part or parts of them);
- 1.1.10 "Supplier" means the person, firm or company who receives and accepts the Order from the Customer for the supply of the Services.
- 1.2 In these Conditions, references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.
- 1.3 In these Conditions, references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires.
- 1.4 In these Conditions, the headings will not affect the construction of these Conditions.
- 1.5 The Customer shall only be bound by an Order placed by the Customer on the Customer's order form signed by a duly authorised representative of the Customer and subject to these Conditions.
- 1.6 These Conditions are the only conditions upon which the Customer is prepared to deal with the Supplier and they shall govern the Contract to the entire exclusion of all other terms and conditions.
- 1.7 No terms or conditions endorsed upon, delivered with or contained in the Supplier's quotation, acknowledgement or acceptance of order, specification or other document will form part of the Contract and the Supplier waives any right which it otherwise might have to rely on such terms and conditions.
- 1.8 Subject to Condition 1.5, each Order for Services by the Customer to the Supplier shall be deemed to be an offer by the Customer to purchase the Services subject to these Conditions and no Order shall be accepted until the Supplier either expressly by giving notice of acceptance, or impliedly by fulfilling the Order, in whole or part accepts the offer.
- 1.9 The Customer may, without liability and without prejudice to its other rights under these Conditions or at law, withdraw any offer or Order for Services at any time prior to any acceptance by the Supplier in accordance with Condition 1.8.
- 1.10 No variation, cancellation or waiver of these Conditions or the Contract shall be valid unless made in writing and signed by a duly authorised representative of the Customer.
- 1.11 Nothing in the Contract nor in these Conditions shall operate so as to create or imply any restriction or prohibition that might prevent the Customer from:
- 1.11.1 procuring the Services or any of them from third parties or providing them itself; or
- 1.11.2 dealing with the Supplier's competitors or any other third party which provides services similar to or competing with the Services.
- 1.12 The Contract does not constitute, establish or imply any partnership, joint venture, agency, employment or fiduciary relationship between the parties. The Supplier shall not have, nor represent that it has, any authority to make or enter into any commitments on the Customer's behalf or otherwise bind the Customer in any way.
- 1.13 The rights and remedies provided under these Conditions are in addition to, and not exclusive of, any rights or remedies provided by law. Any right or remedy expressly included in any provision of these Conditions (or the exercise thereof) shall not be considered as limiting the Customer's rights or remedies under any other provision of these Conditions (or the exercise thereof).
- 1.14 If any provision, or part of a provision, of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable (a "void provision") such invalidity, illegality or unenforceability shall not affect the other provisions of the Contract, which shall remain in full force and effect. If a void provision would be valid, legal and enforceable if some part of it were deleted, that void provision shall apply with such modification as may be necessary to make it valid, legal and enforceable and if it cannot be made valid, legal and enforceable it shall be deemed to be deleted.
- 1.15 No provision of the Contract shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to the Contract.

## **2. PERFORMANCE, QUALITY AND DEFECTS**

- 2.1 The Supplier warrants (without prejudice to any rights which the Customer may have under the Contract or at law) that:
- 2.1.1 the Supplier shall provide (at its own expense) all staff, equipment, tools, appliances, materials, items and other facilities necessary for the proper performance by it of the Services;
  - 2.1.2 the Services shall be provided with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade and any specification and/or performance standards specified in the Order;
  - 2.1.3 the Supplier shall (and shall ensure that the Personnel shall) comply with all relevant legislation, regulations, codes of practice, guidance notes and other requirements of any relevant government or governmental agency, safety and security services and guidelines issued by the Customer from time to time (including the Customer's requirements in relation to security and background checks) applicable to the supply of the Services;
  - 2.1.4 the performance and/or receipt of the Services shall not infringe the Intellectual Property Rights of any third party.
- 2.2 The Supplier shall:
- 2.2.1 meet any performance dates for the Services specified in the Order or notified to the Supplier by the Customer;
  - 2.2.2 cooperate with the Customer in all matters relating to the Services and comply with all instructions from the Customer;
  - 2.2.3 use personnel who are suitably skilled and experienced to perform tasks assigned to them and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
  - 2.2.4 ensure that the Services and Deliverables will conform with all descriptions and specifications set out or referred to in the Order and that the Deliverables shall be fit for any purpose held out by the Supplier or made known to the Supplier by the Customer, expressly or by implication;
  - 2.2.5 use the best quality goods, materials, standards, designs and techniques and ensure that the Deliverables and all goods and materials supplied and used in the Services or transferred to the Customer will be free from defects in workmanship, installation and design;
  - 2.2.6 not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its operations;
  - 2.2.7 cooperate fully with any other service suppliers appointed by the Customer in connection with the performance of other services at the Customer's premises.
- 2.3 The Supplier shall, at the reasonable request of the Customer, immediately (and without any compensation being payable by the Customer) remove or replace any of its Personnel from the performance of the Services provided that any replacement is of equivalent status, knowledge and experience as the Personnel removed and is approved by the Customer.
- 2.4 The Supplier shall at all times have and maintain all licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract and shall comply with all applicable laws and regulations in the performance of the Contract.
- 2.5 The Supplier acknowledges that asbestos may be present in the area in which it may be required to undertake the Services. It is the Supplier's responsibility to establish, prior to commencement of any work, the likelihood of asbestos presence in or around the area of work. In making any assessment, the Supplier should assume that any suspicious substance or material is asbestos. As soon as asbestos is suspected, the Supplier shall immediately cease work and contact the Customer's Estates Department.
- 2.6 The Supplier shall immediately notify the Customer of any:
- 2.6.1 delay or likely delay in the performance or completion of the Services;
  - 2.6.2 breach or anticipated breach of its obligations in the Contract; and/or

- 2.6.3 changes in its organisation or method of doing business, which might affect the performance of its duties under the Contract.
- 2.7 If any of the Services fail to comply with any of the provisions in this Condition 2, the Customer shall have available to it the remedies listed in Condition 9, any one or more of which it may exercise in its entire discretion and whether or not the Customer has already accepted the Services.
- 2.8 The Supplier shall provide applicable hazard information such as material safety data sheets and shall inform the Customer of all regulations, guidance and significant risk (statutory or otherwise) which the Supplier knows or believes to be associated with the Services and/or any combination of the Services with another product/service.
- 2.9 In the event of any release or spillage of substances hazardous to the environment, the Supplier will notify the Customer and the appropriate statutory bodies immediately and ensure that all necessary remedial action is taken to protect the environment.

### **3. CONFIDENTIALITY**

- 3.1 During the term of the Contract and after termination or expiry of the Contract for any reason, neither party shall:
- 3.1.1 disclose any information concerning or relating to the other party, which a reasonable person would regard as confidential, to any other person other than with the prior written consent of the other party or in accordance with Condition 3.2 or Condition 3.3; or
- 3.1.2 use any of the other party's confidential information for any purpose other than to perform its obligations and/or exercise its rights under the Contract.
- 3.2 A party ("Receiving Party") may disclose confidential information belonging to the other party to its employees, agents, representatives, sub-contractors and advisers to the extent that it is necessary to enable the Receiving Party to perform its obligations and/or exercise its rights under the Contract provided that the Receiving Party shall ensure that each recipient:
- 3.2.1 only uses the information for that purpose;
- 3.2.2 understands that the information is confidential;
- 3.2.3 is made aware of and complies with all the obligations of confidentiality set out in the Contract. The Receiving Party shall be responsible for any failure by any of its recipients to observe the obligations of confidentiality in the Contract as though it were a breach committed by the Receiving Party.
- 3.3 The obligations contained in this Condition 3 shall not apply to any confidential information which:
- 3.3.1 is, at the date of the Order, in or, at any time after the date of the Order, comes into the public domain other than through breach of the Contract;
- 3.3.2 can be shown by the Receiving Party to the reasonable satisfaction of the other party to have been known by, or available (on a basis that did not require it to be maintained as confidential) to the Receiving Party before it was provided to it by the other party;
- 3.3.3 subsequently comes lawfully into the possession of the Receiving Party from a third party (who has not derived it directly or indirectly from the other party), who is rightfully in possession of such confidential information and who is not bound as to its use or disclosure by an obligation of confidence or secrecy to the other party; or
- 3.3.4 without prejudice to Condition 4, is required, by law, court order or any governmental or regulatory authority, to be disclosed.

### **4. FREEDOM OF INFORMATION AND DATA PROTECTION**

- 4.1 The Supplier acknowledges that the Customer is subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") and shall assist and cooperate with the Customer (at the Supplier's expense) to enable the Customer to comply with the requirements of the FOIA and EIR, including but not limited to transferring (or procuring the transfer) to the Customer any request for information pursuant to the FOIA or EIR received by the Supplier (or its Personnel) as soon as practicable following receipt and in any event within 3 days of receipt.
- 4.2 In no event shall the Supplier respond to a request for information under the FOIA or EIR without the prior written consent of the Customer.

- 4.3 The Supplier acknowledges that the Customer may be obliged under the FOIA or the EIR to disclose information:
- 4.3.1 without consulting with the Supplier; or
  - 4.3.2 following consultation with the Supplier and having taken its views into account;
- provided always that where Condition 4.3.1 applies the Customer shall, in accordance with the recommendations of the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of a public authorities' functions under Part 1 of FOIA, take reasonable steps, where appropriate and without putting itself in breach of any applicable law, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
- 4.4 The Supplier shall ensure that all information (as defined by the FOIA) produced in the course of the Contract or relating to the Contract is retained for disclosure and shall permit the Customer to inspect such records as requested from time to time.
- 4.5 The Supplier acknowledges that the Customer is subject to certain transparency and disclosure obligations set out in the Elected Local Policing Bodies Specified Information Order 2011 ("Transparency Obligations").
- 4.6 The Supplier gives consent to the Customer to publish the contents of the Contract, the contents of the Supplier's tender response (if any), information regarding any tender process for the Contract and information on the amounts paid to the Supplier under the Contract to enable it to comply with its Transparency Obligations.
- 4.7 The Supplier acknowledges that:
- 4.7.1 the Customer shall be responsible for determining, at its absolute discretion, whether any information is exempt from disclosure or should be disclosed pursuant to the FOIA, EIR and/or the Transparency Obligations and to what extent it may or shall redact any information disclosed; and
  - 4.7.2 any lists or schedules provided by it outlining confidential information are of an indicative value only and that the Customer may be obliged to disclose confidential information in accordance with Condition 4.3 and/or Condition 4.5.
- 4.8 The Supplier shall comply with Data Protection Law. Each party agrees to use all reasonable efforts to assist the other party to comply with Data Protection Law to the extent applicable to the performance of the Contract.
- 4.9 The provisions of this Condition 4 shall survive termination or expiry of the Contract.

## **5. PRICE AND PAYMENT**

- 5.1 The price for the Services ("Price") shall be stated in the Order (or, if no price is stated in the Order, the price set out in the Supplier's published price list applicable on the date the Order is deemed accepted under Condition 1.8) and, unless otherwise agreed in writing by the Customer, shall be exclusive of value added tax (which shall be payable by the Customer subject to receipt of a valid VAT invoice) but inclusive of all other charges.
- 5.2 Neither variation in the Price nor extra charges will be applicable at any time without express acceptance in writing by a duly authorised representative of the Customer.
- 5.3 Unless otherwise stated in the Order, the Supplier shall invoice the Customer on completion of the Services or, where the parties have agreed to performance in instalments, following completion of the agreed element of the Services.
- 5.4 Unless otherwise agreed in writing by the Customer, each invoice shall include the following information:
- 5.4.1 the purchase order number (if any) of the Order to which it relates or, in the absence of a purchase order number, the name of the Customer's contact who placed the Order;
  - 5.4.2 an invoice number;
  - 5.4.3 a detailed description of the Services;
  - 5.4.4 the location, date or time period of performance of the Services;
  - 5.4.5 the Supplier's VAT number;
  - 5.4.6 the amount due exclusive of VAT, other duty or early settlement discount;

- 5.4.7 the VAT rate and VAT amount;
  - 5.4.8 the amount of any other duty or early settlement discount;
  - 5.4.9 the amount due inclusive of VAT and any other duty or early settlement discount;
  - 5.4.10 details of the Supplier's BACS details or other method of payment;
  - 5.4.11 the Supplier's contact details;
  - 5.4.12 the date of the invoice,
- and shall be supported by such other information as is required by the Customer to verify the accuracy of the invoice.
- 5.5 Customer shall pay the Price within 30 days from the date of receipt by the Customer of a correctly submitted valid and undisputed invoice from the Supplier, or, if later, after acceptance of the Services by the Customer, but time for payment shall not be of the essence of the Contract.
  - 5.6 Without prejudice to any other rights or remedies it may have, the Customer shall be entitled to set off any amount owing at any time from the Supplier to the Customer against any amount payable by the Customer to the Supplier under the Contract.
  - 5.7 Payment for the Services by the Customer shall not be deemed to be a waiver of any rights which the Customer might have against the Supplier to reject the Services or to claim damages in respect of the performance of the Services.
  - 5.8 Interest shall be payable on the late payment of any undisputed invoices for Services at the statutory rate specified by the Late Payment of Commercial Debts (Interest) Act 1998.
  - 5.9 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services and shall allow the Customer to inspect such records at all reasonable times on request.
  - 5.10 The Customer shall be entitled to conduct an audit of the Supplier's operations, facilities and policies to ensure they comply with all quality, health and safety, employment and environmental legislation at any reasonable time at the Supplier's premises or the premises of any of the Supplier's sub-contractors or assignees.
  - 5.11 Where the Supplier enters into a sub-contract with a supplier or contractor (the "Sub-contractor") for the purpose of performing any of its obligations under the Contract, it shall ensure that provisions are included in such a sub-contract which requires:
    - 5.11.1 payment to be made of all sums due by the Supplier to the Sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice; and
    - 5.11.2 the Supplier to consider and verify invoices and to raise queries on any disputed invoices in terms equivalent to those imposed on the Customer as set out in Conditions 5.12 and 5.13; and
    - 5.11.3 the Sub-contractor to include, in any sub-contract which it in turn awards, suitable provisions to impose, as between the parties to that sub-contract, requirements to the same effect as those required by this Condition 5.11.
  - 5.12 The Customer shall consider and verify any invoices submitted for payment by the Supplier in a timely fashion and, subject to Condition 5.13, the Customer acknowledges and agrees that any undue delay by it in considering or verifying any invoices pursuant to this Condition 5.12 shall not be sufficient justification for regarding an invoice as invalid and/or disputed.
  - 5.13 If the Customer receives an invoice which it reasonably believes includes a sum which is not valid and properly due or any other inaccuracy which renders the invoice invalid (a "disputed invoice"):
    - 5.13.1 the Customer shall notify the Supplier in writing as soon as reasonably practicable;
    - 5.13.2 the Customer's failure to pay the disputed invoice shall not be deemed to be a breach of the Contract;
    - 5.13.3 to the extent such element is readily identifiable, the Customer shall pay any element of the disputed invoice which is not in dispute by its due date;
    - 5.13.4 once the dispute has been resolved, where either Party is required to make a balancing payment, it shall do so within 7 days and, where the Supplier is required to issue a credit note and/or fresh invoice, it shall do so within 7 days.

## **6. DELIVERY**

- 6.1 The date for performance of the Services shall be specified in the Order and/or if no such date is specified then performance shall take place within 21 days of the date of the Order.
- 6.2 Time for performance of the Services shall be of the essence of the Contract.
- 6.3 The Services shall be performed at the location specified in the Order or at such other place of performance as is specified or agreed by the Customer in writing prior to commencement of the Services.
- 6.4 The Supplier shall supply the Customer with any instructions or other information relating to the performance of the Services in a format, medium and at times specified by the Customer.
- 6.5 Unless otherwise stipulated by the Customer in the Order, performance shall only be accepted by the Customer within its usual office hours.
- 6.6 The Supplier shall not perform by instalments unless the Customer so agrees in writing, in which case the Contract will be construed as a single contract in respect of each instalment. Nevertheless failure by the Supplier to perform any one instalment shall entitle the Customer at its option to treat the whole Contract as repudiated and to the remedies set out in Condition 9.

## **7. INTELLECTUAL PROPERTY RIGHTS**

- 7.1 The Supplier warrants that it has full, clear and unencumbered title to any goods that are transferred to the Customer as part of the Services, including the Deliverables or any part of them, and that at the date of delivery of such items it will have full and unrestricted rights to sell and transfer all such items to the Customer.
- 7.2 Unless otherwise agreed in writing between the parties, all Intellectual Property Rights in any work which is developed in the course of the performance of the Services, including the Deliverables or any part of them, shall be vested with the Customer and the Supplier shall do all things and render all such assistance as may be reasonably required by the Customer in order to assign such rights to the Customer, with full title guarantee and free from all third party rights.
- 7.3 Any plans, drawings, documents, handbooks, codes of practise, materials, equipment, tools, drawings, specifications or other information provided by the Customer to the Supplier (or its Personnel) pursuant to an Order or the Contract ("Customer Material") and all Intellectual Property Rights in the Customer Material shall at all times remain the property of the Customer (or its licensors) and the Supplier shall not use, reproduce, disseminate, adapt, transmit in any form or by any means such documents or any part thereof or permit the same to be so used, reproduced, disseminated, adapted, transmitted or published other than in the proper performance of its obligations under the Contract.
- 7.4 The Supplier not be entitled to exercise any lien over any Customer Material in its possession but shall hold all such Customer Material in safe custody at its own risk and shall maintain the Customer Material in good condition until returned to the Customer (which the Supplier shall do immediately following a request to do so from the Customer) and shall not dispose of or use the Customer Material other than in accordance with the Customer's written instructions or authorisation.
- 7.5 The Supplier hereby grants to the Customer an irrevocable, non-exclusive, royalty-free licence to use for any purpose in connection with the Services all the Supplier's Intellectual Property Rights which the Supplier has used or supplied in connection with the Service.
- 7.6 The Supplier shall obtain waivers of all moral rights in any goods that are transferred to the Customer as part of the Services, including the Deliverables or any part of them, to which any person is now or may at any future time be entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
- 7.7 The Supplier shall not and shall ensure that its Personnel shall not include in any published material the name, logo or style of the Customer or its police force; any Intellectual Property Rights associated therewith; nor any photograph or drawing depicting any officer of the Customer's police force without the prior written consent of the Customer.

## **8. TERMINATION**

- 8.1 The Customer may, at any time without liability and for any reason, terminate the Contract (in whole or in part) by giving the Supplier not less than one month's written notice, whereupon all work on the Contract shall be discontinued and the Customer shall pay to the Supplier fair and

reasonable compensation for work-in-progress at the time of termination but such compensation shall not include loss of anticipated profits or any consequential loss.

- 8.2 The Customer may, without prejudice to any other rights or remedies it may have including under Condition 8.1, terminate the Contract (in whole or in part) without liability to the Supplier with immediate effect by notice in writing to the Supplier on or at any time after the occurrence of any of the following events:
- 8.2.1 a breach by the Supplier of any of its obligations in the Contract which (if the breach is capable of remedy) the Supplier has failed to remedy within 28 days after the receipt of notice in writing from the Customer giving particulars of the breach and the action required of the Supplier to remedy such breach;
  - 8.2.2 the Supplier commits a material or a persistent breach of the Contract;
  - 8.2.3 the Supplier is insolvent or unable or (being an individual) is deemed to have no reasonable prospect of being able (or admits its inability) to pay its debts as they fall due or stops or suspends payment of any of its debts or (being a partnership) has any partner to whom any of the foregoing apply;
  - 8.2.4 any of the Supplier's obligations to pay or repay money (whether present or future, actual or contingent, joint or sole) is not paid in full when due or becomes due (or could be declared due) before its stated maturity because of default;
  - 8.2.5 any expropriation, attachment, sequestration, distress, execution, enforcement of security or other legal process is levied, enforced or sued out on or against, or affects, any of the Supplier's assets and is not discharged or stayed within 21 days;
  - 8.2.6 the Supplier begins negotiations, or enters into, or gives notice of any intention to enter into, any composition or arrangement, with one or more of its creditors in order to reschedule any of its indebtedness because of actual or anticipated financial difficulties including, but not limited to, giving notice of a meeting of creditors for the purpose of considering a proposal for a company voluntary arrangement or (being an individual) an individual voluntary arrangement;
  - 8.2.7 a moratorium is declared, or in any event comes into existence, over any of the Supplier's obligations to pay or repay money;
  - 8.2.8 any petition is presented, application made, resolution proposed, notice of meeting given or other action, proceedings, procedure or step taken together by the Supplier or any third party for, or which may lead to:
    - (a) the suspension of payments, winding up, dissolution, administration, receivership (whether administrative or otherwise) or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise) of the Supplier;
    - (b) the appointment of a liquidator (both provisional and following a winding up), receiver (including a fixed charge receiver), administrative receiver, administrator, nominee supervisor, compulsory manager or other similar officer in respect of the Supplier or any of its assets; or
    - (c) (where the Supplier is an individual), bankruptcy, an individual voluntary arrangement or debt relief order;
  - 8.2.9 any event similar to any of those set out in Conditions 8.2.3 to 8.2.8 occurs in relation to the Supplier (including in any jurisdiction to which it is subject);
  - 8.2.10 the Supplier suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business;
  - 8.2.11 the Supplier (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation; or
  - 8.2.12 in the reasonable opinion of the Customer the capability of the Supplier adequately to fulfil its obligations under the Contract has been placed in jeopardy whether as a result of a change in the organisation or control of the Supplier or the financial position of the Supplier. For the purposes of this Condition 8.2.12, "control" means the ability to direct the affairs of another whether by virtue of contract, ownership of shares or otherwise.
- 8.3 On termination or expiry of the Contract or any part of it for any reason, the Supplier shall immediately deliver to the Customer all Deliverables, whether or not then complete, and return

all Customer Materials. If the Supplier fails to do so the Customer may (without limiting any other rights or remedies it may have) enter the Supplier's premises and take possession of them. Until they have been returned, delivered or repossessed, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

- 8.4 The termination or expiry of the Contract for any reason shall not affect the accrued rights, remedies, obligations or liabilities of the Supplier and the Customer existing at termination or on expiry.
- 8.5 All rights and obligations of the parties shall cease to have effect immediately upon termination or expiry of the Contract except that such of these Conditions which expressly or by implication are intended to come into or remain in force on or after the termination or expiry of the Contract shall remain in full force and effect.

## **9. REMEDIES**

- 9.1 Without prejudice to any other rights or remedies the Customer may have, if any Services are not supplied or performed in accordance with, or the Supplier fails to comply with, any of the provisions of Condition 2, or if the right to terminate the Contract has arisen under Condition 8.2 or Condition 17.3, the Customer shall (without prejudice to any other rights or remedies it may have) be entitled to any one or more of the following remedies at its discretion, whether or not any part of the Services has been accepted by the Customer:
- 9.1.1 to terminate the Contract, without liability to the Supplier;
  - 9.1.2 where the Customer has paid in advance for Services that have not been provided (or paid for any Services which the Customer is now rejecting), to have such sums refunded by the Supplier;
  - 9.1.3 at the Customer's option, to give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the Services and/or to re-perform the Services and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
  - 9.1.4 to refuse to accept any further performance of the Services which the Supplier attempts to make;
  - 9.1.5 to carry out at the Supplier's expense any work necessary to make the Services comply with the Contract;
  - 9.1.6 to recover from the Supplier such Losses as may have been sustained in consequence of the Supplier's breaches of the Contract including any costs reasonably incurred by the Customer in performance of the Services in substitution from another supplier; and
  - 9.1.7 to recover from the Supplier damages for any Losses incurred or to be incurred by the Customer which are in any way attributable to the Supplier's failure.
- 9.2 The provisions of Condition 9.1 shall extend to and apply in respect of any substituted or re-performed services provided by the Supplier.

## **10. INDEMNITY**

- 10.1 The Supplier shall indemnify and keep indemnified the Customer in full and hold it harmless on demand from and against any Losses suffered or incurred by the Customer or for which the Customer may become liable arising directly or indirectly out of or in connection with:
- 10.1.1 any defective design, workmanship, quality, materials or any other defect in the Services (including any claim made against the Customer for death, personal injury or damage to property arising out of, or in connection with, the receipt and/or performance of the Services) to the extent that the defect is attributable to the acts or omissions of the Supplier and/or its Personnel;
  - 10.1.2 any claim made against the Customer in respect of the release of any waste, hazardous substance or other pollutant to the extent that such claim arises out of the act or omission of the Supplier and/or its Personnel;
  - 10.1.3 any claim made against the Customer for any infringement or alleged infringement of any Intellectual Property Rights arising out of, or in connection with the supply, receipt or use of the Services or the Deliverables; and
  - 10.1.4 any claim made against the Customer arising out of, or in connection with, the receipt and/or performance of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier and/or its Personnel.

10.2 This Condition 10 shall survive termination or expiry of the Contract.

## **11. INSURANCE**

11.1 For the duration of the Contract and for a period of six (6) years thereafter, the Supplier shall, at its own expense, have and maintain (and shall ensure that any sub-contractor has and maintains) in force with a reputable insurance company:

11.1.1 professional indemnity insurance to cover the liabilities that may arise under or in connection with the Contract;

11.1.2 employer's liability insurance in line with any legal requirement for the time being in force; and

11.1.3 public liability insurance for an amount and range of cover as the Supplier considers appropriate but not less than £2,000,000 for any one incident unless otherwise agreed by the Customer in writing.

11.2 The Supplier shall ensure that its third party public and products liability insurance contains an indemnity to principals clause under which the Customer shall be indemnified in respect of claims made against the Customer arising from death or bodily injury or third party property damage and for which the insured is legally liable in the performance of the Services or in connection with the Contract.

11.3 The Supplier shall not (and shall ensure that its Personnel shall not) do anything that may void or invalidate any insurance held and shall, on demand, produce evidence to the Customer in the form of certificates, policies and/or cover notes to show the insurances mentioned in Condition 11.1 are properly effected and in force at all times during the Contract.

## **12. ASSIGNMENT AND SUB-CONTRACTING**

12.1 The Customer may assign, or deal in any other manner with, the Contract or any part of it, including sub-contracting any of its obligations under the Contract to any third party or agent.

12.2 The Supplier shall not be entitled to transfer, assign or deal in any other manner with, the Contract or any part of it, without the prior written permission of the Customer. The Supplier shall not be entitled to sub-contract any of its obligations under the Contract (other than that which may be customary in the trade concerned) unless the written consent of the Customer is first obtained.

12.3 If the Supplier enters into a sub-contract (whether or not approved by the Customer) in respect of the performance of any of its obligations under the Contract the Supplier shall not be relieved from its obligations to the Customer in respect of the subject matter of the sub-contract and shall remain responsible to the Customer for the performance of its obligations under the Contract.

## **13. WAIVER**

13.1 A failure by the Customer to exercise, or delay in exercising a right, power or remedy provided to the Customer by the Contract or by law shall not be a waiver of that, or any other, right, power or remedy and shall not (and nor shall any single or partial exercise of any such right, power or remedy) preclude the further exercise of that, or any other, right, power or remedy.

13.2 Any waiver by the Customer of any breach of, or any default under, any provision of the Contract by the Supplier will only be effective if in writing and will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

## **14. FORCE MAJEURE**

14.1 If either party is delayed or prevented in the performance of any of its obligations under the Contract by an event, circumstance or cause beyond its reasonable control which by its nature could not have been foreseen or, if foreseeable, was unavoidable (save any that merely increases the cost of performing such obligations and excluding any strikes, lock-outs or other industrial disputes involving its own workforce or that of any of its agents or sub-contractors), that party shall not be liable for such delay or non-performance and the time for performance of the affected obligation shall be extended by such period as is reasonable to enable that party, using all reasonable endeavours, to perform that obligation.

14.2 The Customer may, without liability to the Supplier, terminate the Contract (in whole or part) at any time if the Customer's operations are (or, in the Customer's reasonable opinion, could be) affected adversely as a result of the Supplier's inability to perform or delay in the performance of any of the Supplier's obligations under the Contract whether as a result of any event as described in Condition 14.1 or due to any strike, lock-out or other labour disputes.

## **15. EQUAL OPPORTUNITIES**

- 15.1 The Supplier shall not unlawfully discriminate (either directly or indirectly) on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing, the Supplier shall not unlawfully discriminate within the meaning and scope of the Human Rights Act 1998, the Disability Discrimination Act 2005, the Equality Act 2010 or any other relevant legislation or regulation relating to discrimination in employment.
- 15.2 The Supplier shall take all reasonable steps to secure the observance of the provisions of Condition 15.1 by all Personnel engaged in the execution of the Contract.

## **16. VARIATIONS**

- 16.1 Without prejudice to Conditions 1.10 and 5.2 and subject to the following provisions of this Condition 16, the Customer may at any time require the Supplier to undertake a variation to the Services. A variation pursuant to this Condition 16 is one which will result in additional Services being provided which:
- 16.1.1 are not included in (or ancillary to) the original Services provided;
  - 16.1.2 are required other than as a result of any negligent or wrongful act or omission on the part of the Supplier; and
  - 16.1.3 involve additional expense to the Supplier.
- 16.2 The Supplier shall within 7 days of receipt of the Customer's request for a variation (or such other period as may be agreed by the parties) detail in writing the effect the variation will have on the ability of the Supplier to comply with its obligations in the Contract and what adjustment (if any) will be required to the Price otherwise payable for the Services. Any adjustment to the Price shall be in accordance with the rates (if any) set out in the Order and shall be such amount as is reasonable in the circumstances.
- 16.3 The Supplier shall not undertake any variation unless agreed to in writing by the Customer and signed by a duly authorised representative of the Customer.
- 16.4 All correspondence from the Supplier pursuant to this Condition 16 shall be addressed to the Customer at the address set out in the Order.

## **17. BRIBERY AND OTHER CORRUPTION**

- 17.1 The Supplier agrees with the Customer that it shall, and that it shall procure that its Personnel and any other person who performs services for the Supplier in relation to the Contract shall:
- 17.1.1 comply with all applicable laws, statutes, regulations and codes relating to bribery and other corruption ("Anti-Corruption Requirements") including the Bribery Act 2010;
  - 17.1.2 not take or knowingly permit any action to be taken that would or might cause or lead the Customer to be in violation of any Anti-Corruption Requirements;
  - 17.1.3 not bribe or attempt to bribe (which shall include any offer or form of payment, gift or other inducement, reward or advantage, whether of money or anything of value) the Customer or any of the Customer's employees, officers, agents, representatives, affiliates or persons acting on the Customer's behalf; and
  - 17.1.4 at the Customer's request and cost, provide the Customer with any reasonable assistance to enable it to perform any activity required by any relevant government or agency for the purpose of complying with Anti-Corruption Requirements.
- 17.2 The Supplier represents and warrants to the Customer that neither it nor any person described in Condition 17.1 has bribed or attempted to bribe any person in order to obtain and/or retain any business, or advantage in the conduct of business, from the Customer and nor has it bribed or attempted to bribe any person described in Condition 17.1.3.
- 17.3 The Supplier agrees that in addition to the Customer's termination rights set out elsewhere in these Conditions, the Customer may (without prejudice to any other right available to it) immediately terminate the Contract in the event of any breach of this Condition 17 by the Supplier in which case the Supplier shall not be entitled to any compensation or to any further payments or remuneration.
- 17.4 The Customer shall not be required to make any payment to the Supplier that might otherwise be due from the Customer in respect of the Contract if the Supplier has breached this Condition 17.

17.5 The Supplier shall indemnify and keep indemnified the Customer in full and hold it harmless on demand from and against any Losses suffered or incurred by the Customer or for which the Customer may become liable arising out of or in connection with any breach of this Condition 17, whether or not the Contract has been terminated.

## **18. ENVIRONMENTAL & ETHICAL REQUIREMENTS**

18.1 The Customer is committed to ensuring that workers employed or engaged in its supply chains throughout the world are treated fairly, humanely and equitably and to this end the Supplier shall:

18.1.1 comply, and shall ensure that its sub-contractors comply, in relation to all workers employed or engaged by it directly or indirectly in connection with the performance of the Services, with the Modern Slavery Act 2015; and

18.1.2 ensure that any Personnel who work, or ordinarily work, in the UK are paid at least the national minimum wage in accordance with the National Minimum Wage Act 1998.

18.2 The Supplier shall perform its obligations under the Contract in accordance with the spirit and objectives of the Customer's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

## **19. COMMUNICATIONS**

19.1 Any communication between the parties about the Contract shall be in writing, in English, and delivered personally, sent by pre-paid registered post or recorded delivery to the address shown on the Order or such changed address as shall be notified to the other party in writing.

19.2 Communications shall be deemed to have been received:

19.2.1 if delivered personally, at the time of delivery to the addressee;

19.2.2 if sent by pre-paid registered post or recorded delivery, 48 hours after posting.

## **20. LAW AND JURISDICTION**

20.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes and claims) shall be governed by and construed in accordance with the law of England and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any such matter.

## East Midlands Strategic Commercial Unit



# SERVICE REQUEST

**STATEMENT OF REQUIREMENT**

**AND/OR**

**SINGLE TENDER APPROVAL REQUEST**

**Exception to contract procedure rules (WAIVER)**

**SOR No.:** For EMSCU use

**STA No.:** For EMSCU use

<b>PROJECT TITLE</b>	OPFCC Review Service	<b>REF</b>	
<b>BUSINESS CASE</b>	<i>Attach if completed</i>	<b>REF</b>	

ORIGINATING FORCE ORGANISATION	Northamptonshire Police
BUDGET HOLDER, INCL. CONTACT DETAILS	[REDACTED]
DEPARTMENT	Northamptonshire Police, Fire and Crime Commissioners Office
ORIGINATOR, INCL. CONTACT DETAILS (if different from above)	[REDACTED]
BUDGET CODE	
PROCUREMENT ENGAGEMENT PARTNER	[REDACTED]
TYPE OF REQUIREMENT (Incl. current CN # if applicable)	New
DATE SUBMITTED	24/10/2019
PROPOSED CONTRACT START DATE	01/02/2019
PROPOSED CONTRACT END DATE	31/01/2020

	Capital					Revenue				
	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5
BUDGET	[REDACTED]					£0				

*The above to be completed in all instances*

**Note:** The Originator must provide evidence of Finance or authorising personnel having validated the above budget figures. A copy of the correspondence between the Budget Holder and the Finance lead/authorising personnel must be appended to this document.

**KEY STAKEHOLDERS, INCLUDING: POTENTIAL TENDER EVALUATION PANELLISTS, IMPACT ON OTHER DEPARTMENTS & WHERE SUPPORT WILL BE REQUIRED FROM. NOTE ANY COLLABORATION OPPORTUNITIES HERE.**

It is important to identify the key stakeholders for the requirement so that they can inform the specification and potentially sit on the Tender Evaluation Panel

Please provide: Stakeholder names and full contact details details regarding potential impact upon involved departments what support will be required by each department/stakeholder details of any collaboration & wider benefits of this procurement	To be completed in all instances
Support will be required from the OPFCC Complaints and Customer Service Team who will carry out an initial assessment on all review requests to ensure that they are eligible. The Complaints and Customer Service Team will then collate relevant material and documents and send to the commissioned service via Centurion Workflow.	

Having spoken with colleagues regionally, Nottinghamshire OPFCC are also interested in Commissioning a service. There is an option to bring down the cost of reviews by providing the commissioned service with a larger volume. No firm decisions have been made but we have agreed to keep in touch to identify any opportunities to collaborate.

## MARKET RESEARCH/BACKGROUND INFORMATION

A summary of the results of any market research undertaken by either the ORIGINATOR or EMSCU's Supplier Services team should be provided. Please attach any quotes/proposals

Please provide: As this a new responsibility for PCCs, we have attended both regional and national meetings and asked colleagues if they know of any other suppliers that offer these services. We have not been able to find any other suppliers.

To be completed in all instances

Sancus Solutions are a reputable company that currently provide training services to PSD's across the country. They also carry out domestic homicide reviews. The staff employed to carry out reviews are predominantly previous PSD employees and therefore are well qualified to carry out this work.

## SPECIFICATION / REQUIREMENT

This will vary according to the requirement/project, but should be as outcome-based as possible. The Engagement Partner (EP) should act as 'critical friend' in supporting the originator to develop as full a specification as possible.

Note: The sample template at Appendix A identifies the types of information required in a specification. A guidance note ('Sustainable Procurement') explaining how to build wider community benefits into specifications/contracts is available on EMSCU's section of its member forces' intranet sites

Please provide: A full specification of what you require (attaching any documents necessary for explanation)

To be completed in all instances

A where a valid request for review is submitted to the commissioned service, they will be required to deal with it in line with relevant legislation, regulations and Guidance. This specifically includes:  
Independent Office for Police Conduct Guidance 2019  
The Police (Complaints and Misconduct) Regulations 2019  
Home Office Conduct, Efficiency and Effectiveness Statutory Guidance 2019  
The Policing and Crime Act 2017

All review requests and responses will be submitted via Centurion Workflow. We would expect each standard review to equate to ■■■ hours of work.

The commissioned service will be required to provide recommendations in relation to reviews for the consideration of the PFCC as set out in Statutory Guidance.

There are two parts to the review process. Part one will include ensuring that the correct processes, as detailed in regulations and statutory guidance, have been followed throughout the complaint process. This will require a good knowledge of the regulations, legislation and statutory guidance. Part two will require a determination about whether the outcome of the complaint is reasonable and proportionate.

Should the person carrying out the review determine that the outcome was not reasonable or proportionate, the PFCC can make recommendations to the Chief Constable. These recommendations include:

- A recommendation that the complainant receives an apology
- A recommendation that seized property is returned
- A recommendation that the matter is referred to be dealt with under the reflective practice review process
- A recommendation that compensation is paid

The commissioned service is to deal with reviews in a timely manner and as per agreed SLAs.

Reviews to be dealt with in line with pricing structure set out below:

**STRAIGHTFORWARD** - Sancus believe this will cover more than 90% of cases to be reviewed.

**ENHANCED** - To cover more complex situations where the reviewer needs to seek a significant amount of further information from the PCC's office. These will be relatively rare and will be identified at an early stage.

**COMPLEX** - A very rare situation which will be identified either by the OPCC or by Sancus before any work is commenced.

Where Sancus are contracted to carry out all reviews for a period of more than one month the cost per case will be:

**Volume**

Up to 100 cases\*

[REDACTED]

More than 100 cases\*

\*In any twelve-month period

[REDACTED]

Where Sancus are contracted to carry out all reviews for an ad hoc period of up to one month the cost per case will be:

[REDACTED]

Based on current projection of [REDACTED] reviews per year, [REDACTED] reviews would fall in to the straightforward category, costing [REDACTED] reviews would fall in to the [REDACTED] category costing [REDACTED] and [REDACTED] reviews would fall in to the [REDACTED] category costing approx. [REDACTED]. The total estimated cost for this service would be [REDACTED] per annum. This is subject to change depending on the number of reviews that we actually receive. There is some speculation that it will increase and that there will be an initial spike in review application.

**RISK ASSESSMENTS** - *To be completed in all instances*

The following risk areas are to be rated (placing an 'x' in the appropriate box), using the assessment tools at appendices B-G. Note: Guidance notes relating to these risk areas are available on EMSCU's section of its member forces' intranet sites

**Business Continuity**

High Impact  Medium Impact  Low Impact

**Information Assurance**

Category 1  Category 2  Category 3  Category 4  GDPR 'box'  Other 'box'

**Health and Safety**

High Impact  Medium Impact  Low Impact

**Vetting**

Yes  No  DBS check box  NPPV 1  NPPV 2  NPPV 3

**Equality**

High Impact  Medium Impact  Low Impact

**Intellectual Property Rights**

Yes  No

**Covert Ops (Police only)**

Yes  No  IL3  IL4  IL5  IL6

**TUPE**

Yes  No

Is the procurement SME friendly? Yes  No

If you are happy with the detail provided above, and that your request will go through a tendering/competition exercise, please submit this form to your Engagement Partner. There is no requirement to fill in anything further.

If you wish to award a contract to one supplier, without any competition, you will require a waiver from the procurement rules and MUST fill in Boxes 1, 2 and 4 before submitting to your Engagement Partner.

**BOX 1**

Name of Contractor	Sancus Solutions	
Is this a direct award without competition?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Is this an extension to an existing contract where no option is provided for in the contract?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
If the answer to the above question is "Yes", please list all previous contract numbers and values.		

**BOX 2**

<b>Approval is requested on the grounds of :</b>		
<b>Urgency reasons</b> <input type="checkbox"/> YES <input type="checkbox"/> NO  If it is a matter of extreme urgency and this is due to circumstances <b>outside</b> the control of the originator. This does <b>not</b> include circumstances brought about by lack of internal planning.	<b>Product reasons</b> <input type="checkbox"/> YES <input type="checkbox"/> NO  If there are strong <b>compatibility</b> issues relating to goods or services already used and it would be uneconomic to replace.	<b>Limited Supplier</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO  If there is only one supplier of a particular product or service. This may arise, for example, if ownership of the relevant Intellectual Property Rights excludes all other potential suppliers.
<b>Utilise the below box for supporting information, including an explanation of the rationale behind the above reason selected and why you cannot go out to competition for this requirement. Include any associated risks.</b>		
<p>The Policing and Crime Act 2017 brings about a number of complaint reforms that are due to come in to effect on 01/02/2020. One of these reforms requires that Police and Crime Commissioner become the relevant review body for what are currently complaint appeals heard by the Force. In order to discharge his responsibilities, the Commissioner has considered several different options for discharging his responsibilities, including employing a member of staff, adding to existing workload and commissioning a service. Due to the uncertainty of the volume of work that this responsibility will create the Commissioner has decided that the lowest risk and most cost effective option is to commission a service. This mitigates the risks represented by an uncertain workload and is lower cost than employing a FTE member of staff.</p> <p>Having spoken to colleagues both regionally and nationally, we are not aware of any other companies, apart from Sancus Solutions, who offer these services. As this is a new responsibility there is a limited market at the moment and, as we require a service to be in place by February 2020, we have decided to go ahead and commission Sancus Solutions.</p> <p>There is a reputational risk for the Commissioner if we do not have a process in place for dealing with reviews as complainants should receive a response to their request for review in a timely manner.</p> <p>This is a one year contract and it is the Commissioners intention to explore other options internally and regionally once we can establish what workload this responsibility represents.</p>		

**BOX 3**

<b>Procurement Services Sign Off</b>		
Date Received :		Document Ref No:

<b>Procurement comments</b>			
<i>For EMSCU to complete for waiver only</i>			
<b>STA supported by Procurement</b>		<input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>Signature</b>		<b>Date</b>	

**BOX 4**

<b>Head of Department / Budget Holder comments (to confirm have the budget)</b>			
<i>For EMSCU to complete for waiver only</i>			
<b>STA supported by Head of Department</b>		<input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>Signature</b>		<b>Date</b>	

**BOX 5**

<b>Director of Finance/ OPFCC CFO Decision and comments</b> (please consult current OPFCC Financial Regulations for relevant Authorisation levels and Scheme of Delegation )			
<i>For EMSCU to obtain signatures if required for waiver only</i>			
<b>STA supported by Director of Finance / OPFCC CFO</b>		<input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>Signature</b>		<b>Date</b>	

**BOX 6**

<b>The Police and Crime Commissioner Decision and comments</b> (please consult current OPFCC Financial Regulations for relevant Authorisation levels and Scheme of Delegation)			
<i>For EMSCU to obtain signatures if required for waiver only</i>			
<b>STA supported by Police and Crime Commissioner</b>		<input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>Signature</b>		<b>Date</b>	

**DOCUMENT CONTROL (EMSCU COMPLETED)**

Document Title	Combined SOR/STA
Owner	[REDACTED]
Status	Final
Version	V1
Date	July 2019
Last revision	New Combined Form
Review Date	July 2020



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Dear Police and Crime Commissioner

### **Police Complaints Review Support**

The 2019 Police Regulations and associated primary legislation bring new challenges for the Office of Police and Crime Commissioner (OPCC). There will be the statutory oversight of the police complaints system for your force and also, a requirement to conduct reviews of police complaints. These changes are expected to be implemented in the early months of next year.

Sancus are able to provide support in two ways. In respect of the oversight we have already been providing training to staff from OPCCs in different regions to allow better understanding of the police complaints and misconduct regimes. We are well placed to provide this insight because of our experience of training Professional Standards staff from all police forces in England and Wales, (other than the Metropolitan Police) over the last seven years. Feedback from these courses has always been very good and has helped to equip those attending to carry out some of their new oversight obligations.

Once the Home Office gives the six-month notice period for the implementation date, details will be published of one-day training events around the country that Sancus will be delivering on behalf of the College of Policing. The training will be funded by the College. Provision has been made for these sessions to be open to OPCCs.

In respect of the second new statutory responsibility, conducting reviews of police complaints, we know that OPCCs are considering how to best manage this. The new obligation brings challenges including managing unpredictable demand, having experienced and trained reviewers and maintaining service during periods of staff absence. Sancus are able to provide two levels of support. We can provide a contracted service undertaking all your reviews and preparing the necessary paperwork. This will include an assessment of whether the investigation was reasonable and proportionate and any recommendations for further response. Alternatively, if you plan to recruit a member of staff to fulfil the review function we can provide short term cover to manage any absences due to leave or illness.

Sancus have established a reputation for carrying out thorough and independent review processes on behalf of Government bodies. We have completed, or are currently engaged in, thirty Domestic Homicide reviews commissioned by Community Safety Partnerships throughout the country and reporting to the Home Office. Sancus are also contracted by NHS England to carry out reviews of homicides where the offender was under NHS psychiatric care. We have completed, or are currently undertaking, nine of these major investigations. Both processes involve comprehensive reviews, preparation of reports and making recommendations. An integral part of the review is working with the families of the deceased to maintain, where possible, confidence in the system.

Sancus has secure IT systems to ensure security of data. We carry professional indemnity and public liability insurance at levels commensurate with public sector procurement requirements

Reviewers engaged to complete Complaint Reviews on behalf of Police and Crime Commissioners are all experienced senior managers from a police professional standards background. They have been trained in the implementation of the new regulations to ensure consistency of service. To ensure quality standards are maintained each will adhere to the Sancus Quality Management policy meaning that each will be vetted to the required level and carry out continuing professional development. There are sufficient numbers of trained reviewers to ensure continuity of service whatever external factors may come into play.

The benefits of making use of the new service to Police and Crime Commissioners are considerable;

- Independence of decision making which will maintain public confidence in the review process
- Cost effectiveness. There will be no need to create new staff posts to deal with the service. The cost will be predictable and entirely linked to the level of demand.
- Consistency of decision making both locally and nationally. We will seek to ensure the same reviewer deals with all of the cases from an individual PCC
- Quality management will be ongoing to again, maintain confidence in the process
- Resilience. Sancus will ensure that reviews are delivered within the time scales laid down by the regulations irrespective of levels of demand or external factors such as staff absences

The important question is how much will this service cost? We have a structure which will ensure a value for money service delivering a high level of quality and expertise. There will also be savings for larger volumes of cases.

For ease of reference we have three standards of review;

**STRAIGHTFORWARD.** We believe this will cover more than 90% of cases to be reviewed.

**ENHANCED.** To cover more complex situations where the reviewer needs to seek a significant amount of further information from the PCC's office. These will be relatively rare and will be identified at an early stage.

**COMPLEX.** A very rare situation which will be identified either by the OPCC or by Sancus before any work is commenced.

Where Sancus are contracted to carry out all reviews for a period of more than one month the cost per case will be

Volume	Straightforward	Enhanced	
Up to 100 cases*	████	████	
More than 100 cases*	████	████	*In any twelve-month period

Where Sancus are contracted to carry out all reviews for an ad hoc period of up to one month the cost per case will be

Straightforward	Enhanced
████	████

*All costs will be subject to the addition of VAT.*

**If we can assist further or you would be interested in discussing the new service please do not hesitate to contact our lead on Professional Standards, Ian Kennedy at**

████████████████████

Yours Faithfully

████████████████

████████████████

Director Sancus Solutions Ltd

## DATA HANDLING SCHEDULE

## CATEGORY 4 SUPPLIERS

Publication Scheme:	Y
Title and Version:	Data Handling Schedule Category 3 Suppliers v4
Purpose:	Data Handling Schedule for contracts with Category 4 Suppliers – who supply the Force with goods or services or have access to unclassified Police data
Relevant to:	All Police Staff and suppliers
Summary:	Data Handling Schedule for contracts with Category 4 Suppliers – who supply the Force with goods or services or have access to unclassified Police data  <b>NB its use should always be approved by the Information Management Team and Information Security Team</b>
Author:	East Midlands Police Legal Services
Date:	3 April 2018
Review Date	30 May 2019

## VERSION CONTROL

Version No.	Date	Author	Post	Reason for Issue
V1.0	11 May 2015	[REDACTED]	Solicitor (EMPLS)	
V2.0	30 Oct. 17	[REDACTED]	Solicitor (EMPLS)	Amended to reflect feedback from Leicestershire and Derbyshire information management teams
V3.0	2 March 2018	[REDACTED]	Solicitor (EMPLS)	Amended to align to Crown Commercial Services PPN 03/17
V4.0	3 April 2018	[REDACTED]	Solicitor (EMPLS)	Amended to reflect feedback from Leicestershire and Lincolnshire information management

				teams
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**Data and Systems Handling and Security (Category 4 Suppliers - who supply the Force with goods or services or have access to unclassified Police data)**

**1. Definitions**

**1.1** Where used in this Schedule:

1.1.1 the term **"Force"** means [Northamptonshire Police / Nottinghamshire Police and includes the Customer and the Chief Constable of Northamptonshire Police / Nottinghamshire Police;

1.1.2 the term **"Contractor"** will include the term **"Provider"**, **"Supplier"** or **"Consultant"**, where this term is used elsewhere in the Contract to describe the Party contracting with the Force; and

1.1.3 the term **"Contract"** means the agreement between the Force and the Contractor of which this Schedule forms part.

**1.2** For the purpose of this Schedule the following expressions will have the meanings ascribed to them:

1.2.1 **"Breach of Security"** means the occurrence of unlawful or unauthorised access to or unauthorised use of Force Premises, the Sites, the Services or any ICT or data (including Police Data) used by the Force or the Contractor in connection with the Contract.

1.2.2 **"Business Day"** means any day other than a Saturday or Sunday or a public or bank holiday in England.

1.2.3 **"Commercially Sensitive Information"** means information notified to the Force in writing (prior to the commencement of the Contract) which has been clearly marked as Commercially Sensitive Information comprised of information which

1.2.3.1 was provided by the Contractor to the Force in confidence for the period set out in that notification; and/or

1.2.3.2 constitutes a trade secret.

1.2.4 **"Confidential Information"** means all information in respect of the business and activities of a Party including, without prejudice to the generality of the foregoing, any ideas; business methods; finance; prices, business, financial, marketing, development or manpower plans; customer (including programme participants) lists or details; computer systems and software; products or services, including but not limited to know-how or other matters connected with the products or services manufactured, marketed, provided or obtained by such Party, and information concerning such Party's relationships with actual or potential clients, customers or suppliers and the needs and requirements of such Party and of such persons and any other information which, if disclosed, will be liable to cause harm to such Party or which is of a confidential or proprietary nature (including information imparted orally).

1.2.5 **"Contracting Authority"** means any contracting authority as defined in Regulation 2(1) of the Public Contracts Regulations 2015 other than the Force.

1.2.6 **"Contractor Confidential Information"** means Confidential Information proprietary to the Contractor.

- 1.2.7 **“Contractor Personnel”** means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any sub-contractor of the Contractor engaged in the performance of its obligations under the Contract.
- 1.2.8 **“Crown Body”** means any department, office or agency of the Crown.
- 1.2.9 **“EIR”** means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issues by the Information Commissioner or relevant Crown Body or Regulatory Body in relation to such regulations.
- 1.2.10 **“FOIA”** means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Crown Body or Regulatory Body in relation to such legislation.
- 1.2.11 **“Force Premises”** means premises owned, controlled or occupied by the Force and made available for use by the Contractor or its sub-contractors for the provision of the Services on the terms set out in the Contract or any separate agreement or licence.
- 1.2.12 **“Force System”** means any computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by or on behalf of the Force, or any of its employees, agents, consultants and contractors, or the Contractor in connection with the Contract and which is owned by, or licensed by a third party to, the Force, or any of its employees, agents, consultants and contractors, and which is used by, or on behalf of, the Force to receive the Services.
- 1.2.13 **“Good Industry Practice”** means the exercise by the Contractor of that degree of skill, diligence, prudence, foresight and operating practice which, at the relevant time, would reasonably and ordinarily be expected from a skilled and experienced person engaged in the same or a similar business as the Contractor, seeking in good faith to comply with its contractual and other obligations.
- 1.2.14 **“ICT”** means information and communications technology.
- 1.2.15 **“Information”** has the meaning given under section 84 of the Freedom of Information Act 2000.
- 1.2.16 **“Law”** means any applicable law, statute, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law or directives or requirements of any Regulatory Body, delegated or subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978 or enforceable right within the meaning of section 2 of the European Communities Act 1972 or notice of any Regulatory Body.
- 1.2.17 **“Police Data”** means any data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which:
- 1.2.17.1 is provided to the Contractor by or on behalf of the Force in connection with the Contract; or
- 1.2.17.2 the Contractor is required to generate, process, store or transmit for or on behalf of the Force pursuant to the Contract.
- 1.2.18 **“Regulatory Bodies”** means those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate,

investigate, or influence the matters dealt with in the Contract or any other affairs of the Force and “**Regulatory Body**” shall be construed accordingly.

- 1.2.19 “**Request for Information**” means a request for information or an apparent request for information under the Code of Practice on Access to Force Information, the FOIA or the Environment Information Regulations.
  - 1.2.20 “**Services**” means the services to be provided by the Contractor to the Force pursuant to the Contract, including without limitation the supply of goods or products to the Force.
  - 1.2.21 “**Sites**” means any premises from which the Services are provided or from which the Contractor manages, organises or otherwise directs the provision or the use of the Services or where any physical interface with the Force System takes place.
- 1.3 In this Schedule, a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or replaced by any subsequent enactment, modification, order, regulation or instrument.
- 1.4 Unless the context otherwise requires or set out above, expressions defined in the Contract and used in this Schedule shall have the meaning set out in the Contract.
- 1.5 Headings are for convenience only and shall not affect the interpretation of this Schedule.

## 2. **Police Data**

2.1 The Contractor will:

- 2.1.1 not delete or remove any proprietary notices contained within or relating to Police Data;
  - 2.1.2 not in any circumstances store, copy or disclose Police Data, without the Force’s express prior written authorisation;
  - 2.1.3 not use Police Data except as necessary for the performance of its obligations under the Contract or as otherwise expressly authorised in writing by the Force; and
  - 2.1.4 be responsible for preserving the integrity, security and confidentiality of Police Data in its possession or control, or which it uses, and preventing corruption, unauthorised disclosure or loss of the same.
- 2.2 If at any time the Contractor suspects or has reason to suspect that Police Data has or may become disclosed in error, corrupted, lost or sufficiently degraded in any way for any reason, then it will notify the Force immediately.

## 3. **Confidentiality**

3.1 Except to the extent set out in this paragraph 3 or where disclosure is expressly permitted elsewhere in the Contract, each Party shall:

- 3.1.1 treat the other Party's Confidential Information as confidential in accordance with Good Industry Practice;
- 3.1.2 not disclose the other Party's Confidential Information to any other person without the other Party's prior written consent; and
- 3.1.3 not use the other Party’s Confidential Information to procure or seek to procure commercial gain or advantage over either the other Party or a third party or to help or assist others to procure a commercial advantage over the other Party or a third party.

- 3.2 Paragraph 3.1 will not apply to the extent that:
- 3.2.1 such disclosure is a requirement of Law placed upon the Party making the disclosure, including without limitation any requirements for disclosure under the FOIA, Code of Practice on Access to Force Information or the EIR;
  - 3.2.2 such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the other Party;
  - 3.2.3 such information was obtained from a third party without obligation of confidentiality;
  - 3.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of the Contract; or
  - 3.2.5 it is independently developed without access to the other Party's Confidential Information.
- 3.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Contract is not Confidential Information. The Force shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.
- 3.4 Notwithstanding any other term of the Contract, the Contractor hereby gives its consent for the Force to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.
- 3.5 Subject to paragraph 3.6, the Contractor may only disclose Confidential Information to Contractor Personnel directly involved in the provision of the Services and who need to know the information, and will ensure that such Contractor Personnel are aware of and comply with these obligations as to confidentiality.
- 3.6 The Contractor shall not disclose Confidential Information to any sub-contractor without the prior written consent of the Force.
- 3.7 The Contractor will not, and will procure that the Contractor Personnel do not, use Confidential Information received otherwise than for the purposes of the Contract.
- 3.8 Either Party may disclose the other Party's Confidential Information to its legal advisors to the extent necessary for the purpose of providing advice regarding or relating to the Contract and/or the Services.
- 3.9 Nothing in the Contract will prevent the Force from disclosing Contractor Confidential Information:
- 3.9.1 to any Crown Body or other Contracting Authority, and all Crown Bodies or Contracting Authorities receiving such Contractor Confidential Information will be entitled to further disclose the Contractor Confidential Information to other Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Authority;
  - 3.9.2 to any consultant, contractor or other person engaged by the Force or any person conducting an Home Office or Cabinet Office review; or
  - 3.9.3 for the purpose of the examination and certification of the Force's accounts.
- 3.10 The Force will use all reasonable endeavours to ensure that any Regulatory Body, Crown Body, Contracting Authority, employee, third party or sub-contractor to whom Contractor

Confidential Information is disclosed pursuant to paragraph 3.9 is made aware of the Force's obligations of confidentiality.

- 3.11 Nothing in this paragraph 3 will prevent either Party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other Party's Confidential Information or an infringement of intellectual property rights.
- 3.12 This paragraph 3 survives termination of the Contract and will continue in full force and effect.

#### 4. **Freedom of Information**

4.1 The Contractor acknowledges that the Force is subject to the requirements of the Code of Practice on Force Information, the FOIA and the EIR and will assist and cooperate with the Force to enable the Force to comply with its Information disclosure obligations.

4.2 The Contractor will and will procure that its sub-contractors will:

- 4.2.1 transfer to the Force all Requests for Information that it receives as soon as practicable and in any event within two Business Days of receiving a Request for Information;
- 4.2.2 provide the Force with a copy of all Information in its possession, or power in the form that the Force (acting reasonably) requires within five Business Days (or such other period as the Force may specify) of the Force's request; and
- 4.2.3 provide all necessary assistance as reasonably requested by the Force to enable the Force to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.

4.3 Notwithstanding any other provision in the Contract or any other agreement between the Parties, the Contractor acknowledges and agrees that the Force is responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the Code of Practice on Force Information, the FOIA or the EIR.

4.4 The Contractor will not respond directly to a Request for Information unless expressly authorised to do so by the Force.

4.5 The Contractor acknowledges that (notwithstanding the provisions of paragraph 3) the Force may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000, be obliged under the FOIA, or the EIR to disclose information concerning the Contractor or the Services:

- 4.5.1 in certain circumstances without consulting the Contractor; or
- 4.5.2 following consultation with the Contractor and having taken the Contractor's views into account;

provided always that where paragraph 4.5.1 applies the Force shall, in accordance with any recommendations of the Code referred to above, take reasonable steps, where appropriate and without putting itself in breach of any applicable Law, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.

4.6 The Contractor will ensure that all Information is retained for disclosure as required by Law and will permit the Force to inspect such records as requested from time to time.

4.7 This paragraph 4 will survive termination of the Contract and continue in full force and effect.

5. **Audit**

5.1 Without prejudice to any other right of audit or access granted to the Force pursuant to the Contract, the Force may at any time conduct an audit for the purpose of assessing the Contractor's compliance with its obligations under this Schedule. The Force shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Services. Subject to the Force's obligations of confidentiality, the Contractor shall (and shall procure that the Contractor Personnel shall) on demand provide the Force (and/or its agents or representatives) with all reasonable cooperation and assistance in relation to each audit, including without limitation all information requested by the Force within the permitted scope of the audit, reasonable access to any Sites and access to Contractor Personnel.

5.2 Where any audit performed pursuant to paragraph 5.1 reveals any actual or potential security failure or weaknesses, or any other breach by the Contractor of its obligations under this Schedule, the Contractor shall promptly notify the Force of the remedial action which the Contractor proposes in order to remedy such breach. Subject to the Force's written approval, the Contractor shall implement such remedial action in accordance with the timetable agreed with the Force or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where remedial action is to address a non-compliance with obligations under this Schedule, the remedial action shall be at no additional cost to the Force.

6. **General**

6.1 The Contractor shall notify the Force immediately upon becoming aware of any Breach of Security including, but not limited to, an actual, potential or attempted breach and, as soon as reasonably practicable, provide to the Force full details thereof (using such reporting mechanism as may be specified by the Force from time to time).

6.2 The Contractor shall ensure that all Contractor Personnel who have access to Force Premises will comply with all visitor requirements and standard policies, rules and regulations relating to such Force Premises as the Force shall require from time to time.

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16 December 2019

Dear Ms Evans

I am writing to clarify some more of the details of our working relationship carrying out your complaint reviews, once the new legislation is implemented next year. Thank you for deciding to use our service, We are very much looking forward to working together.

Since I last wrote we have been busy preparing to provide the review service for PCC offices. Firstly, we have been selecting suitably experienced and qualified reviewers. They will all attend the IOPC OPCC Briefing Days and we are organising a bespoke internal training package for them. There will be, in time, I'm sure, some local familiarisation which force PCC's offices may wish to give them.

To ensure the reviewers' integrity and satisfy force standards they will all also be undergoing national police vetting, via the Vetting Unit at Warwickshire Police. The vetting will be to a level that allows them all the clearance they will require to handle OPCC reviews.

We have also been in negotiation with FIS, the Centurion providers. This was to establish whether we could obtain our own User Licences to access your Centurion database remotely. Unfortunately, we have not been able to come to a satisfactory agreement with them. They are applying a costing formula which we consider prohibitive and certainly far more than we would be comfortable passing on to any public body. We are disappointed

by their stance and do not wish to get drawn into unnecessary and expensive working practices that you may need to pay for.

Consequently, we have re-considered the best approach for dealing with OPCC reviews and have two options which will be effective and meet your requirements. They are based on conversations which we have had with a number of force PCC staff. They will each meet your information security requirements.

The options are-

- i) The first model would entail a Centurion user licence being purchased by a PCC's office, to be added to your existing force quota. The reviewer would then carry out their role at your premises. I have attached a suggested process map (kindly suggested by the PCC's office in Nottinghamshire) The user licence would be for a named individual who will be your main reviewer. To allow them to take the usual breaks from work, we would plan to work to a 21 day turnaround of reviews. Reasonable travel expenses may need to be covered to allow our reviewers to attend your workplace.
- ii) The second model has been requested by some forces. This would entail us being sent the relevant bundle of review material via our secure CJSM e-mail system. As with the other model, we would conduct the reviews, prepare the letters for relevant parties and identify any learning. If needs be, the reviewer will consult with the Appropriate Authority in-force. The resulting documents would then be sent by secure e.mail back to the PCC's office. No materials would be stored by us. This model would not need a specific user licence to be purchased and no travelling expenses would be required. The same turnaround time would be worked to. Whilst we would want you to have the consistency of a single primary reviewer, we could have a stand in. This would make it

easier to cover leave and other commitments as we would not be tied to a specific single user licence.

In both models we would invoice, mid-month for all the preceding month's reviews.

I am writing now to clarify how you wish us to progress. As the date for inception of the new regulations may well be 1 February 2020 it would be useful for us to be in a position to confirm arrangements by the first week in January.

Can you please confirm which model you would prefer to adopt and we will then prepare the necessary service level agreements. We want to make sure that the service we provide is what is best for your specific requirements so please raise any issues now that you would like to be an agreed feature of our joint working.

Yours Faithfully



Director  
Sancus Solutions Ltd

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# Service Level Agreement

1. This is a Service Level Agreement between Sancus Solutions Ltd (Company Registration number 06993496) of Unit 8B Lockside Office Park, Lockside Road Preston PR2 2 YS and the Police and Crime Commissioner for Northamptonshire The Guildhall, St Giles' Square, Northampton NN1 1DE.
2. The nature of the service to be supplied is to provide Police Complaints Review Support in respect of appeals made by members of the public against decisions made in respect of allegations of police misconduct.
3. The Police and Crime Commissioner (The Commissioner) will supply to Sancus Solutions Ltd (Sancus) documentation in respect of the complaint, the steps taken and the rationale for the decision.
4. Sancus will review the supplied documentation and determine whether the complaint has been investigated reasonably and proportionately. Sancus will respond to The Commissioner in writing giving the decision together with reasons. In the event of the complaint being upheld Sancus will also supply recommendations for further steps to be taken to ensure the complaint is investigated appropriately.
5. The objective of the service provision will be to provide an independent, reasoned and high quality decision making process to enable the Commissioner to respond to the appellant.
6. The appeals will be graded into one of three levels - Straightforward, Enhanced or Complex
7. Straightforward cases are expected to encompass the vast majority of appeals. A desktop review will take place on the papers supplied by The Commissioner.
8. An appeal will fall within the Enhanced category if the reviewer needs to seek significant amount of further information from The Commissioner.

This will be a relatively rare situation and such cases will be identified at an early stage in the process.

9. Complex cases will be where the amount of information supplied is significant, there may be requests for further information and the required review goes beyond desktop capability. Again these will be rare instances and identified at an early stage.
10. Reviews in Straightforward cases will be completed by Sancus and a decision supplied to The Commissioner within 21 days of receipt by Sancus.
11. Reviewers engaged by Sancus will be vetted to the level required by the Commissioner. They will have significant experience in Police Professional Standards . All reviewers will be trained at the outset and they will be required to carry out annual continuing professional development. Sancus carries Professional Indemnity and Public Liability insurance covering liability of up to ten million pounds
12. Sancus will have processes in place to quality assure decisions made by its reviewers.
13. In the event of a dispute regarding a decision or any other issues arising from the service delivery the matter will be immediately escalated to the Sancus Project Lead, [REDACTED]
14. Information security will be a key issue during service provision. Details of appeals will be supplied to Sancus via secure e-mail. The information will be secured on the Sancus Microsoft Office 365 Server. Sancus will supply the Commissioner with current company policies in relation to information security. All reviewers and individuals engaged in service delivery will receive appropriate and regular training. Sancus is registered as a data controller with the Information Commissioner.
15. The cost of carrying out each review will be as follows:

Where Sancus are contracted to carry out all reviews for a period of more than one month the cost per case will be

**Volume**

Up to 100 cases

[REDACTED]

[REDACTED]

More Than 100 cases



All prices will be subject to the addition of VAT

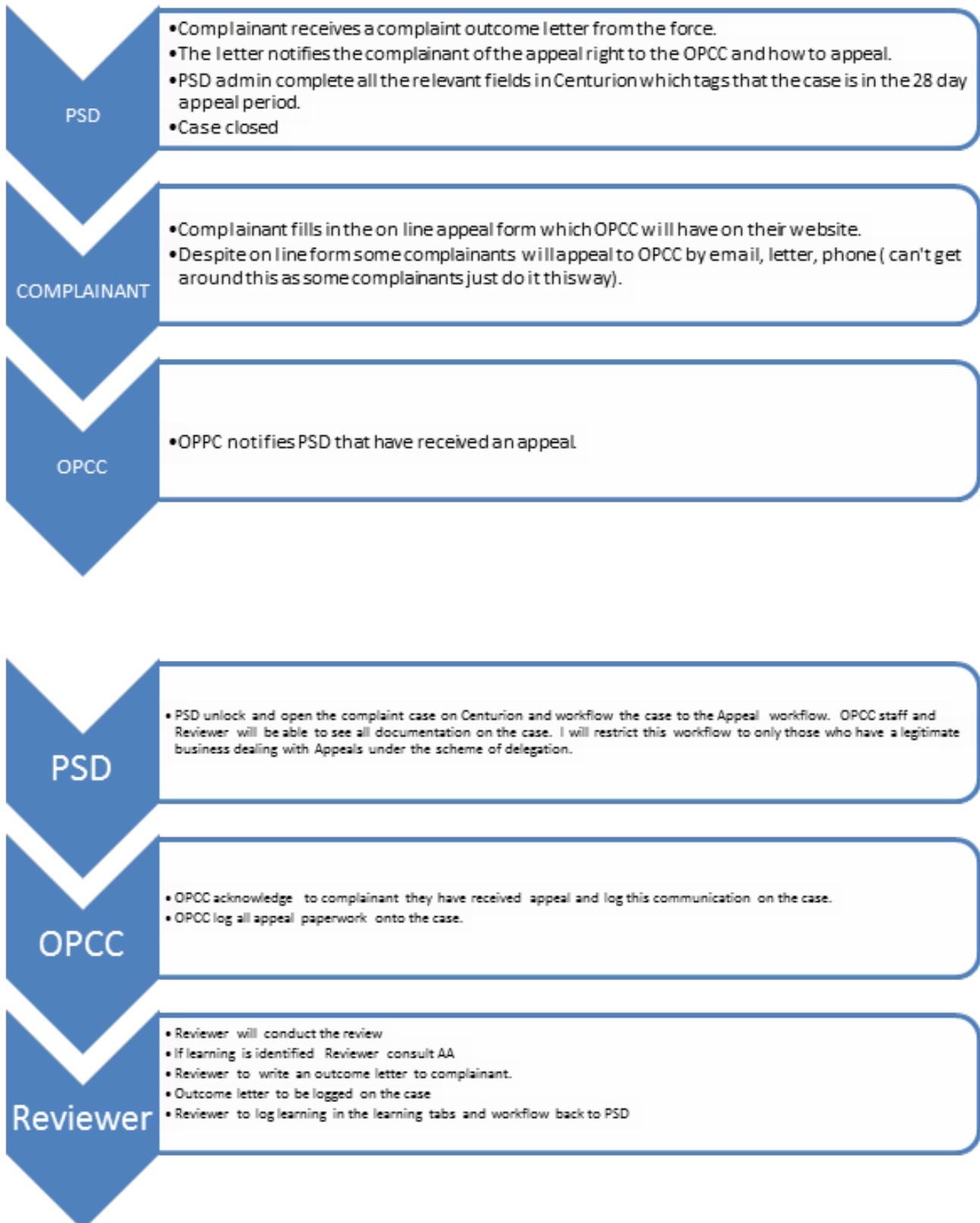
16. Any cost associated with obtaining Centurion licences will be met by The Commissioner



Director  
Sancus Solutions Ltd

16 December 2019

# PCC Process Map



PSD

- Action owner allocated to address the learning. May be a policy holder, training school, line manager for example

PSD

- PSD track the learning is complete, update the learning tab and close the case.
- If appropriate the learning is shared across the force through appropriate comms channel.

PSD

- Report on learning quarterly to the organisational risk and Learning Board.

# **Information Sharing Agreement**

**Between:**

**The Chief Constable of Northamptonshire Police**

**And**

**The Police, Fire and Crime Commissioner for Northamptonshire**

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**CONTENT:**

- 1. INTRODUCTION**
- 2. PURPOSE**
- 3. PARTNER (S)**
- 4. POWER (S)**
- 5. TERMS OF AGREEMENT & AMENDMENTS**
- 6. PROCESS**
- 7. CONSTRAINTS ON USE**
- 8. ROLES & RESPONSIBILITIES**
- 9. DATA QUALITY**
- 10. SECURITY**
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- 12. SUBJECT ACCESS**
- 13. FREEDOM OF INFORMATION**
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## 1. **INTRODUCTION**

The Chief Constable of Northamptonshire Police (The Chief Constable) is committed to partnership working and is continually looking for opportunities to enhance professional working practices.

This agreement outlines the need for the Parties to work together to share information in line with the **The Elected Local Policing Bodies (Specified Information) (Amendment) Order 2012** **which sets out:**

“2A. In relation to—

(a) **the duty of the chief officer of the police force maintained by the elected local policing body to provide assistance to the body under section 2(5) or 4(5) of the 2011 Act; and**

**And the Police Reform and Social Responsibility Act 2011 which sets out that :**

**(5) A chief constable must exercise the power of direction and control conferred by subsection (3) in such a way as is reasonable to assist the relevant police and crime commissioner to exercise the commissioner’s functions.**

1.1 The nominated holder of this Agreement is The Chief Constable.

## 2. **PURPOSE**

2.1 The purpose of this document is to enable routine and effective information sharing between the Parties. It will incorporate measures aimed at:

- Facilitating a coordinated approach to effectively deal with expressions of dissatisfaction received from members of the public
- Facilitating the collection and exchange of relevant information between the Chief Constable and the Police, Fire and Crime Commissioner
- Ensuring that information is shared in line with relevant legislation

2.2 It also seeks to increase the confidence of members of the public, by providing a more independent complaints system.

2.3 The Agreement will be used to assist in ensuring that:

- Information is shared in a secure, confidential manner with the point of contact assigned to attend the meetings.
- Information is shared only on a ‘need to know’ basis.
- There are clear procedures to be followed with regard to information sharing.
- Information will only be used for the reason(s) it has been obtained.

3. **PARTIES**

All parties to this agreement are Data Controllers in their own right in relation to the data shared by them under this agreement until the point when the information is shared when data controller responsibility transfers to the recipient if the data.

4. **POWER (S)**

4.1 This Agreement has been prepared with the obligations of the relevant legislation in mind; namely:

**The Elected Local Policing Bodies (Specified Information) (Amendment) Order 2012**

*Amendments to the Elected Local Policing Bodies (Specified Information) Order 2011*

2. The Schedule to the Elected Local Policing Bodies (Specified Information) Order 2011(2) is amended as follows.

3. after paragraph 2 insert—

“2A. in relation to—

**(a) the duty of the chief officer of the police force maintained by the elected local policing body to provide assistance to the body under section 2(5) or 4(5) of the 2011 Act; and**

**(b) the power of a local authority to provide administrative, professional or technical services to the elected local policing body under section 1(1) of the Local Authorities (Goods and Services) Act 1970(3),**

And

**The Police Reform and Social Responsibility Act 2011**

2 *Chief constables*

(1) Each police force is to have a chief constable.

(2) The chief constable of a police force is to be appointed, and hold office, in accordance with—

(a) section 38, and

(b) the terms and conditions of the appointment.

(2) A police force, and the civilian staff of a police force, are under the direction and control of the chief constable of the force.

(4) A chief constable has the other functions conferred by this Act and by other enactments.

**(5) A chief constable must exercise the power of direction and control conferred by subsection (3) in such a way as is reasonable to assist the relevant police and crime commissioner to exercise the commissioner's functions.**

(6) Subsection (3) is subject to any provision included in a collaboration agreement (see section 22A of the Police Act 1996).

(7) Schedule 2 (chief constables) has effect.

(8) In this section "police force" means the police force for a police area listed in Schedule 1 to the Police Act 1996 (see section 2 of that Act).

4.2 **Part 3 Processing:** Any Information sharing under this agreement for the law enforcement purpose will comply the six Data Protection Principles set out in DPA 2018 Sections 34 to 40 namely:

The first data protection principle:

*S35 (1) The first data protection principle is that the processing of personal data for any of the law enforcement purposes must be lawful and fair.*

*S35 (2) The processing of personal data for any of the law enforcement purposes is lawful only if and to the extent that it is based on law and either—*

*(a) the data subject has given consent to the processing for that purpose, or*

*(b) The processing is necessary for the performance of a task carried out for that purpose by a competent authority.*

The second data protection principle:

*S36 (1) (a) the law enforcement purpose for which personal data is collected on any occasion must be specified, explicit and legitimate, and*

*(b) personal data so collected must not be processed in a manner that is incompatible with the purpose for which it was collected.*

The third data protection principle:

*S37 - personal data processed for any of the law enforcement purposes must be adequate, relevant and not excessive in relation to the purpose for which it is processed.*

The fourth data protection principle:

*S38 (1)(a) personal data processed for any of the law enforcement purposes must be accurate and, where necessary, kept up to date, and*

*(b) every reasonable step must be taken to ensure that personal data that is inaccurate, having regard to the law enforcement purpose for which it is processed, is erased or rectified without delay.*

The fifth data protection principle:

*S39 (1) personal data processed for any of the law enforcement purposes must be kept for no longer than is necessary for the purpose for which it is processed.*

*(2) Appropriate time limits must be established for the periodic review of the need for the continued storage of personal data for any of the law enforcement purposes.*

The sixth data protection principle:

*S40 - personal data processed for any of the law enforcement purposes must be so processed in a manner that ensures appropriate security of the personal data, using appropriate technical or organisational measures (and, in this principle, "appropriate security" includes protection against unauthorised or unlawful processing and against accidental loss, destruction or damage).*

Special Category Personal Data shall be processed only in two cases:

The first case is where—

- (a) the data subject has given consent to the processing for the law enforcement purpose as mentioned in subsection (2)(a), and
- (b) at the time when the processing is carried out, the controller has an appropriate policy document in place (see section 42).

The second case is where—

- (a) the processing is strictly necessary for the law enforcement purpose,
- (b) the processing meets at least one of the conditions in Schedule 8, and
- (c) at the time when the processing is carried out, the controller has an appropriate policy document in place (see section 42).

The data shall be collected for a specified, explicit and legitimate Law Enforcement purpose, and the new processing will not be incompatible with the purpose for which it was originally collected.

4.3 **Part 2 Processing:** Any Information sharing under this agreement will comply with the six principles set out in Article 5 of the GDPR 2018 (DPA 2018 Section 2) namely – "Personal data shall be:-

- a) processed lawfully, fairly and in a transparent manner in relation to individuals;
- b) collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall not be considered to be incompatible with the initial purposes;
- c) adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;

d) accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay;

e) kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes subject to implementation of the appropriate technical and organisational measures required by the GDPR in order to safeguard the rights and freedoms of individuals; and

f) processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.”

Personal data shall be processed fairly, in a transparent manner and lawfully and, in particular, shall not be processed unless at least one of the lawful basis for processing exists under Article 6 of the GDPR.

Special Category Personal Data shall be processed fairly, in a transparent manner and lawfully, and, in particular, shall not be processed unless at least one of the lawful basis for processing exists under Article 6 of the GDPR and a separate condition for processing special category data under Article 9 is met.

Personal data relating to criminal convictions and offences or related security measures shall be processed fairly, in a transparent manner and lawfully, and, in particular, shall not be processed unless at least one of the lawful basis for processing exists under Article 6 and a separate condition for processing special category data under Article 9 is met and shall comply with Article 10 and only be carried out only under the control of official authority.

4.4 **Transferring sensitive personal data from Part 3 to Part 2:** Personal data, including Special Category Personal Data collected under DPA 2018 Sections 29-31 for the law enforcement purpose will only be transferred from DPA 2018 Part 3 into DPA 2018 Part 2 processing as special category personal data where a condition in DPA 2018 Schedule 8 is met. The data will then be processed as special category data where the requirements and conditions are met as set out above in paragraph 4.4.

4.5 All Information Sharing Agreements will be compliant with the European Convention of Human Rights and the Human Rights Act 1998, in particular Article 8 which states that:

Everyone has the right to respect for his private and family life, his home and his correspondence.

There shall be no interference by a public authority with the exercise of this right

except such as is in accordance with the law and is necessary in a democratic society in the interests of national security, public safety or the economic well-being of the country, for the prevention of disorder or crime, for the protection of health or morals, or for the protection of the rights and freedoms of others.

- 4.6 This Information Sharing Agreement takes into account the Common Law duty of confidentiality which applies where information has a necessary quality of confidence or where information is imparted in circumstances giving rise to an obligation of confidence that is either explicit or implied. Where the duty applies, disclosure will be justified through consent, legal duty, and the public interest or for the safeguarding of one or more people.

## 5. **TERM OF THE AGREEMENT AND AMENDMENTS**

- 5.1 This agreement will be reviewed by all parties after 6 months of implementation and then at 12 monthly intervals thereafter.
- 5.2 All parties named in this document may terminate the agreement at any time. They must inform all the single points of contact, who in turn will inform their relevant Information Governance Manager
- 5.3 Any party may make suggestions for amendments to the agreement at any time.
- 5.4 To enable parties to exchange views prior to changes being made it is suggested that such changes be discussed at the appropriate forum. No changes can be made unless each is agreed.

## 6. **PROCESS**

- 6.1 This Agreement has been formulated to facilitate the exchange of information, including personal data and/or special category personal data between parties for the purpose set out at section 2 above. It is, however, incumbent on all parties to recognise that any information shared must be justified on the merits of each case and processed through the appropriate legal gateway.

Under the provisions of GDPR and the Data Protection Act 2018 this information covers the sharing of “personal data” and “special category personal data” including “criminal conviction and offence data” where personal data is shared by the parties systematically and routinely and where the same data sets are shared between the same organisations for an established purpose.

- 6.2 **Section viii of Appendix 1** sets out the process for sharing to ensure that both the information and the rights of the data subjects are safeguarded. Particular regard has been given to ensuring that:

- Information is shared on the merits of each case
- Only the specific information as defined in **section iv of Appendix 1** is shared
- Sharing takes place in a secure manner

## 7. **CONSTRAINTS ON THE USE OF THE INFORMATION**

- 7.1 All parties must be fully aware of their obligations under the GDPR and DPA 2018 and must have the appropriate structures in place to ensure compliance.
- 7.2 If any information shared under this agreement is intended for disclosure to any third party outside this agreement the partner making the intended disclosure will consult the originating partner prior to the disclosure being made.

## 8. **ROLES & RESPONSIBILITIES UNDER THIS AGREEMENT**

- 8.1 Each party must identify a single point of contact (“SPOC”) who will be responsible for the development of this agreement on behalf of the relevant business area. The “SPOC” will also be responsible for any reviews or amendments to the agreement. The “SPOC” for each partner should also be notified of any breach or dispute and will be responsible for obtaining authorisation to disclose any information to a third party. The name and contact details of the SPOC can be found on the signature page of the attached **Appendix 1**.
- 8.2 SPOC’s should maintain regular contact with each other and ensure that appropriate audit trails of sharing are retained and made available when required. Any changes in SPOC will be notified in writing as soon as practicable and in any event within 5 working days after such a change has occurred.
- 8.3 Any dispute between the parties should be resolved through negotiations between SPOC’s or Chief Constable and a Chief Executive or nominated officers with a view to early resolution
- 8.3 It will be the responsibility of all parties to ensure that:
- Realistic expectations prevail from the outset
  - Ethical standards are maintained
  - A mechanism exists by which the flow of information can be controlled
  - A mechanism exists by which the integrity of the data is upheld
  - Appropriate training with regard to both this agreement and the DPA 2018 in general is given to all relevant staff
  - Adequate arrangements exist to test adherence to the Agreement
  - The sharing is covered under each parties privacy information notice
- 8.4 Parties to this Agreement are aware that the deliberate or reckless disclosure of personal data (obtained under this Agreement) to other organisations or persons may amount to a criminal offence under the Data Protection Act 2018.
- 8.5 Each Party to this Agreement agrees to indemnify the other parties against any costs, damages and expenses it incurs in connection with, and arising from, legal claims (of whatever nature) for which the party is liable due to failure to adhere to data protection legislation, for example, misuse of the information or wrongful disclosure by the Party, or breach of confidentiality. This is to include, but not limited to, claims arising from an alleged breach of this agreement, misuse of the information or wrongful disclosure by the party and breach of confidentiality save

where the claim arises directly and solely because of the negligence of the other party.

## 9. **DATA QUALITY**

It is the responsibility of all parties to ensure that the information is of sufficient quality for its intended purpose, bearing in mind accuracy, validity, reliability, timeliness, relevance and completeness

- 9.1 The Chief Constable will take every reasonable step to ensure that personal data that is inaccurate, having regard to the law enforcement purpose for which it is processed, is erased or rectified without delay and will notify the Parties to this agreement of the erasure or rectification. Where a Party rectifies personal data, it must notify any Competent Authority or Party from which the inaccurate personal data originated, and should notify any other data controller of the correction, unless a compelling reasons for not doing so exists.

## **SECURITY**

- 10.1 All data controllers must liaise with their Information Management Department who will assume responsibility for data protection, security and confidentiality and compliance with legislation on behalf of the Data Controllers.
- 10.2 It is expected that partners of this agreement will have in place baseline security measures compliant with or be equivalent to BS17799: 2005 and ISO/IEC 27001:2013 and HMG standards in relation to information security. Partners are at liberty to request copies of each other's:
- Information Security Policy
  - Records Management Policy
  - Data Protection Policy

## 11. **COMPLAINTS AND BREACHES**

- 11.1. Complaints from data subjects, or their representatives, regarding information held by any of the parties to this agreement will be investigated first by the organisation receiving the complaint. Each data controller will consult with other parties where appropriate.
- 11.2 Should information shared under this agreement be disclosed outside of this agreement, lost or stolen, then it will be responsibility of the respective data controller to report this immediately and to follow their security incident reporting procedures.
- 11.3 All security incidents and breaches involving Police data shared under this agreement must be reported immediately to: [trina.kightley-jones@northants.pnn.police.uk](mailto:trina.kightley-jones@northants.pnn.police.uk)

## 12. **DATA SUBJECT RIGHTS**

- 12.1 All data subject rights requests received by the parties involving Police data shared under this agreement must be notified within 2 working days to: [trina.kightley-jones@northants.pnn.police.uk](mailto:trina.kightley-jones@northants.pnn.police.uk)

Right to access: When parties receive a subject access request and personal data is identified as originating from another agency, it will be the responsibility of the receiving agency to contact the data provider within 2 working days to consult on the application of potential exemptions under the provisions of the Data Protection Act 2018.

Right to erasure, rectification, restrict processing, object to processing: Where a party has received a request to erase, rectify, restrict, object and makes a decision to erase, rectify, restrict, stop processing personal data it will be the responsibility of the receiving party to contact all parties that have received the relevant personal data under this agreement within 2 working days to inform them of the erasure, rectification, restriction objection to processing, unless it is impossible to do so or involves disproportionate effort, and to inform the individuals about the recipient of the relevant personal data.

## 13. **FREEDOM OF INFORMATION ACT 2000**

- 13.1 Where a signatory to this agreement is subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") all parties shall assist and co-operate with the other to enable the other party to comply with its obligations under FOIA and the EIR. This is in line with the requirements laid out in the Lord Chancellor's Code of Practice issued under section 45 of FOIA

- 13.2 Where a party receives a request for Information in relation to information which it received from another Party, it shall (and shall procure that its sub-contractors shall):-

(a) Contact the other party within 2 working days after receipt and in any event within two Working Days of receiving a Request for Information;

(b) The originating authority will provide all necessary assistance as reasonably requested by the party to enable the other party to respond to a request for Information within the time for compliance set out in Section 10 of the FOIA or Regulation 5 of the Environmental Information Regulations.

- 13.3 In the interests of transparency, and to assist in meeting the fairness principle parties may publish this agreement on their website. Where this is not felt appropriate the rationale and any exemptions being claimed should be listed in further information, **section 12** of the attached **Appendix 1**.

## 14. **NON-ASSIGNMENT**

- 14.1 The parties shall not assign, sub-contract or transfer its rights or obligations under this Agreement in whole or part to any third party without prior written consent of the other parties.
- 14.2 This Agreement constitutes the entire agreement and understanding between the parties in respect of information passed under this Agreement and supersedes all previous agreements, understandings and undertakings in such respect.

**15. DISPUTES**

- 15.1 In the event of any dispute or difference arising between the Parties out of this agreement, the Designated Police and Partner Single Points of Contact shall meet in an effort to resolve the dispute or difference in good faith.

## APPENDIX 1

### The Chief Constable of Northamptonshire Police

and

### The Police, Fire and Crime Commissioner for Northamptonshire

This Information Sharing Agreement (ISA) defines the arrangements for the regular or volume sharing of personal information between the Parties, ensuring that sharing is justified, lawful and secure.

Appendix 1 has been completed by the Police and the Parties as a record of the Data Impact Assessment conducted in accordance with the requirements of the GDPR 2018 and DPA 2018.

- i. **PARTIES TO THE AGREEMENT:** Full name and address of the organisations/businesses and **Data Controller Registration number**

The Chief Constable of Northamptonshire Police Wootton Hall Northampton NN4 0JQ <u>ICO Registration: Z4894366</u>	The Police, Fire and Crime Commissioner for Northamptonshire Wootton Hall Northampton NN4 0JQ
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- ii. **PURPOSE AND NECESSITY OF THE PROCESSING**

- The Police, Fire and Crime Commissioner (PFCC) has opted to adopt additional responsibilities introduced by the Policing and Crime Act 2017. These additional responsibilities relate to the police complaints system and include:
  - recording all expressions of dissatisfaction about Northamptonshire Police;
  - the informal resolution of complaints falling outside of schedule 3 of the Police Reform Act 2002;
  - increased oversight of the police complaints system
  - and the PFCC will become the relevant review body for certain types of complaints.
- In order to effectively discharge these responsibilities, the PFCC has established a Complaints and Customer Service Team (CCST) consisting of 3 staff members.
- The CCST will be responsible for receiving all complaints dealt with outside of the Force Control Room.
- Each complaint will be assessed to determine whether it is suitable for informal resolution.
- If a complaint is deemed suitable for informal resolution, a CCST member will attempt to resolve the complaint by offering an explanation, apology or by identifying learning.

- In order to properly understand each complaint and understand the best way to resolve it, it is essential that the CCST are able to access to additional information.
- Due to the projected volume of complaints (2500-3000 per year), there would be a significant resource requirement should the Force provide the information on an ad hoc basis rather than access to the relevant systems. Dedicating resources for the provision of information to the CCST does not represent good value for money for the residents of Northamptonshire. Any delays in the provision of information could result in the likelihood of a complaint being informally resolved decreasing and therefore requiring further resources to resolve.
- Therefore access is required to:
  - Centurion
  - NICHE
  - Webstorm
- The purpose of sharing this data is to ensure that complaints are resolved at the earliest opportunity to the satisfaction of the complainant by providing the complainant with relevant updates or information.
- This will benefits complainants as access to information required to give an update, explanation or apology will be readily available via both NICHE and Webstorm. This means that complaints can be resolved quickly and to the satisfaction of the complainant, increasing public confidence in the complaints system.

### iii. NATURE AND SCOPE OF THE PROCESSING

- Personal Data, Special category Personal Data, Criminal Offence Data will be shared between the two organisations using the systems specified.
- Centurion – records will be created on Centurion by OPFCC staff, in line with Independent Office for Police Conduct Statutory Guidance and minimum data capture requirements.
- Records relating to a complaint that has been recorded will be transferred to PSD via the workflow. The same process will be applicable for the transfer of records from PSD to the OPFCC in relation to review requests.
- Webstorm – The CCST will not be able to edit or delete existing logs but will be required to add a log to confirm why that record has been accessed and who by.
- NICHE – The CCST will have read only access and will not be able to edit any records. NICHE will only be used where the information cannot be accessed elsewhere such as Webstorm.
- OPFCC staff members will collect data about individuals making a complaint against Northamptonshire Police.
- The OPFCC expect to receive between 2500 and 3000 expressions of dissatisfaction per year which will require that data is captured about the individual making the complaint.
- Only data necessary in establishing the best resolution for a complaint will be processed by OPFCC staff members.

- Sancus Solutions have been commissioned by the PFCC to carry out complaint reviews on his behalf. Information will be shared with Sancus Solutions by the CCST only where it is necessary to consider a complaint review.
- Sancus will carry Professional Indemnity and Public Liability insurance covering liability of up to ten million pounds
- Sancus Solutions have completed CyberEssentials accreditation and have applied for PASF status.
- The OPFCC and Sancus Solutions will sign an additional ISA.
- Reviewers engaged by Sancus will be vetted to the level required by the Commissioner. Evidence of the successful completion of vetting will be supplied by Sancus. They will have significant experience in Police Professional Standards . All reviewers will be trained at the outset and they will be required to carry out annual continuing professional development.

#### iv. CONTEXT OF THE PROCESSING

- The CCST will not be able to edit or delete any records on Webstorm or NICHE. Access will be read only.
- The CCST will only be able to edit records that they have created on Centurion and that remain in their workflow. Records transferred to PSD will no longer be accessible.
- There are OPFCC and Force Fair Processing Statements in place that include data sharing between the two organisations.

#### v. LAWFUL BASIS FOR THE PROCESSING

##### **The Elected Local Policing Bodies (Specified Information) (Amendment) Order 2012**

*Amendments to the Elected Local Policing Bodies (Specified Information) Order 2011*

2. The Schedule to the Elected Local Policing Bodies (Specified Information) Order 2011(2) is amended as follows.

3. after paragraph 2 insert—

“2A. in relation to—

(a) **the duty of the chief officer of the police force maintained by the elected local policing body to provide assistance to the body under section 2(5) or 4(5) of the 2011 Act; and**

(b) the power of a local authority to provide administrative, professional or technical services to the elected local policing body under section 1(1) of the Local Authorities (Goods and Services) Act 1970(3),

And

**The Police Reform and Social Responsibility Act 2011**

*2 Chief constables*

(3) Each police force is to have a chief constable.

(2) The chief constable of a police force is to be appointed, and hold office, in accordance with—

(a) section 38, and

(b) the terms and conditions of the appointment.

(4) A police force, and the civilian staff of a police force, are under the direction and control of the chief constable of the force.

(4) A chief constable has the other functions conferred by this Act and by other enactments.

**(5) A chief constable must exercise the power of direction and control conferred by subsection (3) in such a way as is reasonable to assist the relevant police and crime commissioner to exercise the commissioner's functions.**

(6) Subsection (3) is subject to any provision included in a collaboration agreement (see section 22A of the Police Act 1996).

(7) Schedule 2 (chief constables) has effect.

(8) In this section "police force" means the police force for a police area listed in Schedule 1 to the Police Act 1996 (see section 2 of that Act).

vi. **FAIR PROCESSING**

- The usage of personal information to assist the CCST in informally resolving complaints is compatible with the original purpose of the data collected as it still fulfils a policing purpose.

vii. **TRANSFER/SHARING OF THE INFORMATION**

- The CCST will have access to Webstorm, Niche and Centurion. Information will be accessed on an ad hoc basis.
- Data will be transferred between the CCST and PSD via Centurion using workflow to ensure that relevant data is transferred securely between the two organisations.
- The CCST will ensure that these systems are only accessed from secure devices.
- Data will be transferred to Sancus Solutions in relation to reviews via secure CJSM email.

**viii. STORAGE OF THE INFORMATION**

- Only members of the CCST will have access to these systems:  
C0034 Emily Evans, Complaints and Customer Service Manager  
C0288 Lori Hinde, Complaints and Customer Service Caseworker  
C1444 Joanna Strachan, Complaints Customer Service Caseworker
- All parties will adhere to the standards set out in the Force's GSC Policy.
- Information shared with Sancus Solutions will be stored on their secure Microsoft Office 365 server.
- 

**ix. RETENTION AND DELETION**

- Information shared under this Agreement will be securely stored and disposed of when no longer required for the purpose for which it is provided, unless further retention is justified as lawful.
- Sancus Solutions will only retain data relating to the review for 28 days after completion. After this time the data will be permanently deleted from the company server.

**x. FURTHER INFORMATION**

**Data Reuse – PREVENTING CREEPAGE**

Information disclosed by any Party is protected against unlawful reuse by the second data protection principle, which prohibits data collected for one purpose being reused for another. If data disclosed is needed for another purpose, it will be reused only if the new purpose is lawful or a lawful exemption applies, and only data necessary and proportionate to that new purpose will be used.

Therefore, parties undertake to ensure that any use or reuse of the data disclosed is lawful, compliant with the data protection principles and processed using appropriate safeguards to the rights and freedoms of the data subject.

**Controller to Controller sharing**

- Once data is shared each controller owns the data in their own right

**Supporting Data Rights**

- Parties will provide Privacy Information and advice on their websites in relation to data subject rights

■ Parties must inform each other if they send or receive inaccurate data immediately. All security incidents and breaches involving Police data shared under this agreement must be reported immediately to: [REDACTED]

■ All data subject rights requests received by the parties involving Police data shared under this agreement must be notified within 2 working days to: [REDACTED]

- All Data Controllers must notify any changes to the data that they have disclosed to all relevant Parties within 2 working days; providing details of the erasure, rectification of restriction. All notifications sent to Police must be sent to: [REDACTED]

**Single Point of Contact (SPOC)**

Each signatory agency must appoint **at least one** SPOC representative.

Nominated Point of Contact (POC):

Signature: ..... Date: .....

Contact Details:

Nominated Point of Contact (POC):

Signature: ..... Date: .....

Contact Details:

Start date:

Initial Review date:

Annual review date:

**VERSION RECORD**

Version No.	Amendments Made	Authorisation

Signatures

**Originating organisations**

Name of organisation:

Name:

Position:

Signature: ..... Date: .....

Name of Partner organisation:

Name:

Position:

Signature: ..... Date: .....

## Information Sharing Agreement

**Between:**

**The Police, Fire and Crime Commissioner for Northamptonshire**

**And**

**Sancus Solutions LTD**

The Chief Constable of Address <u>ICO Registration: Z4894366</u>	Name of Partner Organisation Address <u>ICO Registration Number</u>
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**CONTENT:**

1. INTRODUCTION
  2. PURPOSE
  3. PARTNER (S)
  4. POWER (S)
  5. TERMS OF AGREEMENT & AMENDMENTS
  6. PROCESS
  7. CONSTRAINTS ON USE
  8. ROLES & RESPONSIBILITIES
  9. DATA QUALITY
  10. SECURITY
  11. COMPLAINTS & BREACHES
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  13. FREEDOM OF INFORMATION
  14. NON-ASSIGNMENT
  15. DISPUTES
- APPENDIX 1 – ISA Template and DPIA
- APPENDIX 2 – Record of actions taken on completion of ISA

1. **INTRODUCTION**

The Police, Fire and Crime Commissioner for Northamptonshire is committed to partnership working and is continually looking for opportunities to enhance professional working practices.

1.1 This agreement outlines the need for the Parties to work together to share information in line with the Policing Purposes as set out in the Management of Police Information Code of Practice. In line with section 39A of the Police Act 1996 Chief Officers are required to give “due regard” to this statutory code. The Policing Purposes are described as:

- Protecting life and property;
- Preserving order;
- Preventing the commission of offences;
- Bringing offender to justice, and
- Any duty or responsibility arising from common or statute law.

1.2 The nominated holder of this Agreement is The Police, Fire and Crime Commissioner.

2. **PURPOSE**

2.1 The purpose of this document is to enable routine and effective information sharing between the Parties. It will incorporate measures aimed at:

- Facilitating a coordinated approach
- Facilitating the collection and exchange of relevant information
- Ensuring that the sharing of information meets one or more of the policing purposes

2.2 It also seeks to increase the confidence of members of the public, while encouraging their support, to enable The Police, Fire and Crime Commissioner and the Parties to consider complaint reviews and make appropriate recommendations.

2.3 The Agreement will be used to assist in ensuring that:

- Information is shared in a secure, confidential manner with the point of contact assigned to attend the meetings.
- Information is shared only on a ‘need to know’ basis.
- There are clear procedures to be followed with regard to information sharing.
- Information will only be used for the reason(s) it has been obtained.

3. **PARTIES**

All parties to this agreement are Data Controllers in their own right in relation to the data shared by them under this agreement until the point when the information is shared when data controller responsibility transfers to the recipient if the data.

4. **POWER (S)**

4.1 This Agreement has been prepared with the obligations of the statutory guidance, the “Management of Police Information” (MoPI) in mind.

4.2 The specific powers relied upon for sharing Information between the Parties under this agreement are:

The Policing and Crime Act 2017 – designates Police and Crime Commissioners as the relevant review body for certain types of complaint reviews.

4.3 **Part 3 Processing:** Any Information sharing under this agreement for the law enforcement purpose will comply the six Data Protection Principles set out in DPA 2018 Sections 34 to 40.

Special Category Personal Data shall be processed only in two cases:

The first case is where—

- (a) the data subject has given consent to the processing for the law enforcement purpose as mentioned in subsection (2)(a), and
- (b) at the time when the processing is carried out, the controller has an appropriate policy document in place.

The second case is where—

- (a) the processing is strictly necessary for the law enforcement purpose,
- (b) the processing meets at least one of the conditions in Schedule 8, and
- (c) at the time when the processing is carried out, the controller has an appropriate policy document in place (see section 42).

The data shall be collected for a specified, explicit and legitimate Law Enforcement purpose, and the new processing will not be incompatible with the purpose for which it was originally collected.

4.4 **Part 2 Processing:** Any Information sharing under this agreement will comply with the six principles set out in Article 5 of the GDPR 2018 (DPA 2018 Section 2) namely – “Personal data shall be:-

- a) processed lawfully, fairly and in a transparent manner in relation to individuals;
- b) collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall not be considered to be incompatible with the initial purposes;
- c) adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;

- d) accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay;
- e) kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes subject to implementation of the appropriate technical and organisational measures required by the GDPR in order to safeguard the rights and freedoms of individuals; and
- f) processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.”

Personal data shall be processed fairly, in a transparent manner and lawfully and, in particular, shall not be processed unless at least one of the lawful basis for processing exists under Article 6 of the GDPR.

Special Category Personal Data shall be processed fairly, in a transparent manner and lawfully, and, in particular, shall not be processed unless at least one of the lawful basis for processing exists under Article 6 of the GDPR and a separate condition for processing special category data under Article 9 is met.

Personal data relating to criminal convictions and offences or related security measures shall be processed fairly, in a transparent manner and lawfully, and, in particular, shall not be processed unless at least one of the lawful basis for processing exists under Article 6 and a separate condition for processing special category data under Article 9 is met and shall comply with Article 10 and only be carried out only under the control of official authority.

- 4.5 **Transferring sensitive personal data from Part 3 to Part 2:** Personal data, including Special Category Personal Data collected under DPA 2018 Sections 29-31 for the law enforcement purpose will only be transferred from DPA 2018 Part 3 into DPA 2018 Part 2 processing as special category personal data where a condition in DPA 2018 Schedule 8 is met. The data will then be processed as special category data where the requirements and conditions are met as set out above in paragraph 4.4.

- 4.6 All Information Sharing Agreements will be compliant with the European Convention of Human Rights and the Human Rights Act 1998, in particular Article 8 which states that:

Everyone has the right to respect for his private and family life, his home and his correspondence.

## 5. **TERM OF THE AGREEMENT AND AMENDMENTS**

- 5.1 This agreement will be reviewed by all parties after 6 months of implementation and then at 12 monthly intervals thereafter.
- 5.2 All parties named in this document may terminate the agreement at any time. They must inform all the single points of contact, who in turn will inform their relevant Information Governance Manager
- 5.3 Any party may make suggestions for amendments to the agreement at any time.
- 5.4 To enable parties to exchange views prior to changes being made it is suggested that such changes be discussed at the appropriate forum. No changes can be made unless each is agreed.

## 6. **PROCESS**

- 6.1 This Agreement has been formulated to facilitate the exchange of information, including personal data and/or special category personal data between parties for the purpose set out at section 2 above. It is, however, incumbent on all parties to recognise that any information shared must be justified on the merits of each case and processed through the appropriate legal gateway.

Under the provisions of GDPR and the Data Protection Act 2018 this information covers the sharing of “personal data” and “special category personal data” including “criminal conviction and offence data” where personal data is shared by the parties systematically and routinely and where the same data sets are shared between the same organisations for an established purpose.

- 6.2 It is necessary for the Police, Fire and Crime Commissioner to share information relating to complaint appeals with Sancus Solutions Ltd. In order to facilitate this, all correspondence will be sent by secure CJSM email.

## 7. **CONSTRAINTS ON THE USE OF THE INFORMATION**

- 7.1 All parties must be fully aware of their obligations under the GDPR and DPA 2018 and must have the appropriate structures in place to ensure compliance.
- 7.2 If any information shared under this agreement is intended for disclosure to any third party outside this agreement the partner making the intended disclosure will consult the originating partner prior to the disclosure being made.

## 8. **ROLES & RESPONSIBILITIES UNDER THIS AGREEMENT**

- 8.1 Each party must identify a single point of contact (“SPOC”) who will be responsible for the development of this agreement on behalf of the relevant business area. The “SPOC” will also be responsible for any reviews or amendments to the agreement. The “SPOC” for each partner should also be notified of any breach or dispute and will be responsible for obtaining authorisation to disclose any information to a third party. The name and

contact details of the SPOC can be found on the signature page of this agreement.

- 8.2 SPOC's should maintain regular contact with each other and ensure that appropriate audit trails of sharing are retained and made available when required. Any changes in SPOC will be notified in writing as soon as practicable and in any event within 5 working days after such a change has occurred.
- 8.3 It will be the responsibility of all parties to ensure that:
- Realistic expectations prevail from the outset
  - Ethical standards are maintained
  - A mechanism exists by which the flow of information can be controlled
  - A mechanism exists by which the integrity of the data is upheld
  - Appropriate training with regard to both this agreement and the DPA 2018 in general is given to all relevant staff
  - Adequate arrangements exist to test adherence to the Agreement
  - The sharing is covered under each parties privacy information notice
- 8.3 Parties to this Agreement are aware that the deliberate or reckless disclosure of personal data (obtained under this Agreement) to other organisations or persons may amount to a criminal offence under the Data Protection Act 2018.
- 8.4 Each Party to this Agreement agrees to indemnify the other parties against any costs, damages and expenses it incurs in connection with, and arising from, legal claims (of whatever nature) for which the party is liable due to failure to adhere to data protection legislation, for example, misuse of the information or wrongful disclosure by the Party, or breach of confidentiality. This is to include, but not limited to, claims arising from an alleged breach of this agreement, misuse of the information or wrongful disclosure by the party and breach of confidentiality save where the claim arises directly and solely because of the negligence of the other party.
- 8.5 Reviewers engaged by Sancus Solutions Ltd will be vetted to the level required by the Commissioner. Evidence of the successful completion of vetting will be supplied by Sancus Solutions Ltd. They will have significant experience in Police Professional Standards. All reviewers will be trained at the outset and they will be required to carry out annual continuing professional development. Sancus Solutions Ltd carries Professional Indemnity and Public Liability insurance covering liability of up to ten million pounds.
- 8.6 Information security will be a key issue during service provision. Details of appeals will be supplied to Sancus Solutions Ltd via secure e-mail. The information will be secured on the Sancus Microsoft Office 365 Server. Sancus Solutions Ltd will supply the Commissioner with current company policies in relation to information security. All reviewers and individuals engaged in service delivery will receive appropriate and regular training. Sancus Solutions Ltd is registered as a data controller with the Information Commissioner.
- 8.7 Sancus Solutions Ltd will only retain data relating to the review for 28 days after completion. After this time the data will be permanently deleted from the company server.

9. **DATA QUALITY**

It is the responsibility of all parties to ensure that the information is of sufficient quality for its intended purpose, bearing in mind accuracy, validity, reliability, timeliness, relevance and completeness

- 9.1 The PFCC will take every reasonable step to ensure that personal data that is inaccurate, having regard to the law enforcement purpose for which it is processed, is erased or rectified without delay and will notify the Parties to this agreement of the erasure or rectification. Where a Party rectifies personal data, it must notify any Competent Authority or Party from which the inaccurate personal data originated, and should notify any other data controller of the correction, unless a compelling reasons for not doing so exists.
- 9.2 Sancus Solutions Ltd will have processes in place to quality assure decisions made by its reviewers.

**SECURITY**

- 10.1 All data controllers must liaise with their Information Management Department who will assume responsibility for data protection, security and confidentiality and compliance with legislation on behalf of the Data Controllers.
- 10.2 It is expected that partners of this agreement will have in place baseline security measures compliant with or be equivalent to BS17799: 2005 and ISO/IEC 27001:2013 and HMG standards in relation to information security. Partners are at liberty to request copies of each other's:
- Information Security Policy
  - Records Management Policy
  - Data Protection Policy

11. **COMPLAINTS AND BREACHES**

- 11.1. Complaints from data subjects, or their representatives, regarding information held by any of the parties to this agreement will be investigated first by the organisation receiving the complaint. Each data controller will consult with other parties where appropriate.
- 11.2 Should information shared under this agreement be disclosed outside of this agreement, lost or stolen, then it will be responsibility of the respective data controller to report this immediately and to follow their security incident reporting procedures.
- 11.3 All security incidents and breaches involving Police data shared under this agreement must be reported immediately to: [REDACTED]

**12. DATA SUBJECT RIGHTS**

- 12.1 All data subject rights requests received by the parties involving Police data shared under this agreement must be notified within 2 working days to:

**[REDACTED]**

Right to access: When parties receive a subject access request and personal data is identified as originating from another agency, it will be the responsibility of the receiving agency to contact the data provider within 2 working days to consult on the application of potential exemptions under the provisions of the Data Protection Act 2018.

Right to erasure, rectification, restrict processing, object to processing: Where a party has received a request to erase, rectify, restrict, object and makes a decision to erase, rectify, restrict, stop processing personal data it will be the responsibility of the receiving party to contact all parties that have received the relevant personal data under this agreement within 2 working days to inform them of the erasure, rectification, restriction objection to processing, unless it is impossible to do so or involves disproportionate effort, and to inform the individuals about the recipient of the relevant personal data.

**13. FREEDOM OF INFORMATION ACT 2000**

- 13.1 Where a signatory to this agreement is subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") all parties shall assist and co-operate with the other to enable the other party to comply with its obligations under FOIA and the EIR. This is in line with the requirements laid out in the Lord Chancellor's Code of Practice issued under section 45 of FOIA

- 13.2 Where a party receives a request for Information in relation to information which it received from another Party, it shall (and shall procure that its sub-contractors shall):-

(a) Contact the other party within 2 working days after receipt and in any event within two Working Days of receiving a Request for Information;

(b) The originating authority will provide all necessary assistance as reasonably requested by the party to enable the other party to respond to a request for Information within the time for compliance set out in Section 10 of the FOIA or Regulation 5 of the Environmental Information Regulations.

- 13.3 In the interests of transparency, and to assist in meeting the fairness principle parties may publish this agreement on their website.

**14. NON-ASSIGNMENT**

- 14.1 The parties shall not assign, sub-contract or transfer its rights or obligations under this Agreement in whole or part to any third party without prior written consent of the other parties.

- 14.2 This Agreement constitutes the entire agreement and understanding between the parties in respect of information passed under this Agreement and supersedes all previous agreements, understandings and undertakings in such respect.

**15. DISPUTES**

15.1 In the event of any dispute or difference arising between the Parties out of this agreement, the Designated Police and Partner Single Points of Contact shall meet in an effort to resolve the dispute or difference in good faith.

**Single Point of Contact (SPOC)**

Each signatory agency must appoint **at least one** SPOC representative.

Nominated Point of Contact (POC):

Signature: ..... Date: .....

Contact Details:

Nominated Point of Contact (POC):

Signature: ..... Date: .....

Contact Details:

Start date:

Initial Review date:

Annual review date:

**DECISION RECORD**

Version No.	Amendments Made	Authorisation

Signatures

**Originating organisations**

Name of organisation:

Name:

Position:

Signature: ..... Date: .....

Name of Partner organisation:

Name:

Position:

Signature: ..... Date: .....