

This is a request under the Freedom of Information Act

Re: Police Custody - Medical/healthcare Services Contracts / Sexual Assault Referral Centre Contracts

Please can you provide the following information:

1. Which company(s) hold the contract to supply your current police custody medical/healthcare services?

Under section 21 of the Act, we are not required to provide information in response to a request if it is already reasonably accessible to you. The information you requested for questions 1 and 2 is available on the following website:

<https://www.blpd.gov.uk/foi/foicontractview.aspx?contractid=34450>

2. Which company(s) hold the contract to supply your sexual assault referral centre (SARC) services?

Paediatric SARC – Birmingham Community Healthcare NHS Foundation
Adult SARC – G4S
Both services commissioned through NHS England

3. Please state the full name of your Authority.

West Midlands Police

4. Please state if these service were procured through a framework agreement with other Public Authorities (if so please provide the names of the other Authorities). If yes, please also state which Authority holds the contract.

See Q1

5. Please state the contract start date and end date of your current contract.

As above

6. What is the current annual value of each of the contracts?

As above

7. Are there provisions for contract extensions (including how many years and the extension terms)? If yes, please state if the contract extension been awarded.

As above

8. What was the volume of healthcare calls in the last 12 months under the police custody medical/healthcare contract?

830 calls to call centre

10. What are the current agreed Key Performance Indicators (KPIs)?

Reponse Times (FMEs/external visits i.e. hospital attendance) above 90% within agreed timescales

Monitored Quality Performance:

Number of Clinical Assessments

Call Centre Data

Hospital Attendance overview

Referral Request Type

Recruitment and Retention Monitoring

Update in Drug and Alcohol Referrals

Referrals to A&E – Below 3%

Number of Complaints

11. What was the last 12 months performance against response time KPIs?

All KPIs are currently met and remain at a consistently high performance standard

12. What are the current agreed response times?

Embedded Service Provision, but response times for external services (hospital attendance etc) 95% within 90 minutes

13. What was the last 12 months rota coverage percentages?

Formal KPIs only commenced in Feb 18 following mobilisation

Feb 18: 109.91%

Mar 18: 108.48%

Apr 18: 107.73%

May 18: 107.12%

Jun 18: 107.41%

Jul 18: 100.50%

Aug 18: 100.64%

Sep 18: 103.23%

Oct 18: 101.23%

Nov 18: 99.22%

Dec 18: 100.82%

Jan 18: Not yet reported

14. What are the current termination clauses within each of your contracts?

Healthcare in Custody:

DEFAULT, DISRUPTION AND TERMINATION

52 Termination on insolvency and change of control and due to procurement issues

52.1 The Authority may terminate the Contract with immediate effect by giving notice in writing where the Contractor is a body corporate (whether a limited company, a limited liability partnership or otherwise) and in respect of the Contractor:

- (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
- (b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed or any other step is taken with a view to it being determined that it be wound-up (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
- (c) a petition is presented for its winding up (which is not dismissed within 10 Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to the Insolvency Act 1986; or
- (d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
- (e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
- (f) it is or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
- (g) being a "small company" within the meaning of section 382 of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- (h) it is for any reason dissolved or struck-off the register of companies; or
- (i) any event similar to those listed in 52.1(a)-(h) occurs under the law of any jurisdiction.

52.2 The Authority may terminate the Contract with immediate effect by giving notice in writing where the Contractor is an individual and:

- (a) an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Contractor's creditors; or
- (b) a petition is presented and not dismissed within 14 days or an order is made for the Contractor's bankruptcy; or
- (c) a receiver, or similar officer is appointed over the whole or any part of the Contractor's assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets; or
- (d) the Contractor is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986; or
- (e) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Contractor's assets and such attachment or process is not discharged within 10 Working Days; or
- (f) he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Capacity Act 2005; or
- (g) he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business.

52.3 The Authority may terminate the Contract with immediate effect by giving notice in writing where the Contractor is a partnership and in respect of the Contractor:-

- (a) a proposal is made for a voluntary arrangement within Article 4 of the Insolvent Partnerships Order 1994 or a proposal is made for any other composition, scheme, arrangement with, or assignment for the benefit of, its creditors;
- (b) it is for any reason dissolved;

- (c) a petition is presented for its winding-up or for the making of any administration order, or an application is made for the appointment of a provisional liquidator;
- (d) a receiver, or similar officer, is appointed over the whole or any part of its assets;
- (e) the partnership is deemed unable to pay its debts within the meaning of section 222 or 223 of the Insolvency Act 1986 as applied and modified by the Insolvent Partnerships Order 1994;
- (f) any of the following occurs in relation to any of its partners:-
 - (i) an application for an interim order is made pursuant to Section 252-253 of the Insolvency Act 1986 or a proposal is made for any composition, scheme or arrangement with, or assignment for the benefit of, his creditors;
 - (ii) a petition is presented for his bankruptcy;
 - (iii) a receiver, or similar officer is appointed over the whole or any part of his assets.

52.4 The Contractor shall notify the Authority immediately if the Contractor undergoes a change of control, where "control" shall mean in relation to a body corporate the power of a person (or persons acting in concert with him) to secure directly or indirectly that the affairs of that body are conducted in accordance with the wishes of that person (and any persons acting in concert with him), whether by means of the exercise of voting power or any other contractual right, or otherwise. The Authority may terminate the Contract with immediate effect by giving notice in writing within six months of:

- (a) (a) being notified that a change of control has occurred; or
 - (b) (b) where no notification has been made, the date that the Authority becomes aware of the change of control,
- but shall not be permitted to terminate where an Approval was granted prior to the change of control.

52.5 The Authority reserves the right to terminate the Contract with immediate effect by giving written notice to the Contractor if:

52.5.1 the Contract has been subject to a substantial modification which would have required a new procurement procedure in accordance with regulation 72(9) of the Public Contracts Regulations 2015;

52.5.2 the Contractor has, at the time of the time of the award of this Contract, been in one of the situations referred to in regulation 57(1) of the Public Contracts Regulations 2015 including as a result of the application of regulation 57(2) of the Public Contracts Regulations 2015, and should therefore have been excluded from the procurement procedure for this Contract; or

52.5.3 the Contract should not have been awarded to the Contractor in view of a serious infringement of the obligations under the Treaty on the European Union, the Treaty on the Functioning of the European Union and/or the Public Contracts Directive (Directive 2014/24/EU of the European Parliament and Council) that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the Treaty on the Functioning of the European Union.

53 Termination on Default

53.1 The Authority may terminate the Contract with immediate effect by giving written notice to the Contractor if the Contractor commits a Default and if:

- (a) the Contractor has not remedied the Default to the reasonable satisfaction of the Authority within 10 Working Days, or such other period as may be specified by the Authority, after issue of a written notice specifying the Default and requesting it to be remedied; or
- (b) the Default is not, in the reasonable opinion of the Authority, capable of remedy; or

- (c) the Default is a material breach of the Contract; or
 (d) the Default relates to a failure to meet and/or rectify performance in respect of particular service levels or key performance indicators and the failure in question is of a severity that permits the Authority by reference to other provisions in the Contract (whether in a Schedule or otherwise) to terminate the Contract.

53.2 In the event that through any Default of the Contractor, data transmitted or processed in connection with the Contract is either lost or sufficiently degraded as to be unusable, the Contractor shall be liable for the cost of reconstitution of that data and shall reimburse the Authority in respect of any charge levied for its transmission and any other costs charged in connection with such Default.

53.3 If the Authority fails to pay the Contractor undisputed sums of money when due, the Contractor shall notify the Authority in writing of such failure to pay. If the Authority fails to pay such undisputed sums within 90 Working Days of the date of such written notice, the Contractor may terminate the Contract in writing with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the Authority exercising its rights under clause 21 (Recovery of Sums Due).

15. What is the current service delivery model within each of the contracts?

Healthcare in Custody:

As below, support by 2 x Mobile FME's

LOCATION	REQUIREMENT	COMMENTS
Oldbury (Superblock)	2 x Fully Embedded HCP's (24 x 7)	Between Monday 07:01 and Thursday 18:59, support for Wolverhampton will be provided by the embedded HCP's from this site. *Please note one HCP MUST remain on site at any one time*
Perry Barr (Superblock)	2 x Fully Embedded HCP's (24 x 7)	Between Monday 07:01 and Thursday 18:59, support for Bourneville Lane will be provided by the embedded HCP's from this site. *Please note one HCP MUST remain on site at any one time*
Coventry	1 x Fully Embedded HCP (24 x 7)	Support to Solihull will be provided by this HCP when required.
Wolverhampton	1 x Fully Embedded HCP from Thursday 19:00 through to Monday 07:00	Between Monday 07:01 and Thursday 18:59, support will be provided by the embedded HCP's from Oldbury.
PILOT CLOSURE Bourneville Lane	1 x Fully Embedded HCP from Thursday 19:00 through to Monday 07:00	Between Monday 07:01 and Thursday 18:59, support will be provided by the embedded HCP's from Perry Barr.
PILOT CLOSURE Solihull	Supported by Embedded HCP from Coventry	

16. How many patients were seen in Police custody over the last 12 months?

c.36,000