Force Logo(Change)

Specification (SOR)
Service Definition Document (SDD)
Technical & Quality

For the Provision of

Streamlined Forensic Reporting Medical Service

(SFR Medical Services)

Table of Content

1. Introduction

Outlined within this document is the Specification comprising of the Statement of Requirements (SOR) and Service Level Agreement (SLA), Technical and Quality Standards, which support the delivery of Streamlined Forensic Reporting of Medical Services, to be used by Contracting Authorities. This specification has been developed in conjunction with national consultation of requirements proposed by Contracting Authorities following national guidance around Streamline Forensic Reporting.

1.0 Legal Changes

Over the life of any Call-Off Contract the Specification, (SOR) Service Level Agreement (SLA), Technical and Quality Standards required for Streamlined Forensic Reporting of Medical Services may be expanded or changed by the Home Office or Forensic Regulators Office in response to any changes by Government Policy and Legislation.

Where there are any changes in Legislation and or Government Policy that is related to Streamlined Forensic Reporting of Medical Services, these changes will apply and will be updated into this Specification, (SOR) Service Level Agreement, Technical and Quality Standards, during the life of any Call-Off Contract.

1.1 Key Documents to Read

The National SFR Board has SFR Templates and guidance available on the FCN portal.

- SFR Forms | FCN
- Streamlined Forensic Reporting (SFR) | FCN
- NPCC Third Party Material Request Form

2. The Service

2.0 Introduction

2.0.1 Streamlined Forensic Reporting (SFR) has been designed to enable investigators, scientists, prosecutors, and the defence to comply with the Criminal Procedure Rules (CrimPR) in the interests of justice.

2.0.2 SFR is a revised case management procedure for producing forensic evidence at court, which seeks to reduce unnecessary costs and delay in the Criminal Justice System (CJS). The process takes a proportionate approach to forensic evidence through the early preparation of a short report that details the key forensic evidence upon which the prosecution intends to rely.

2.0.3 FCN oversees the National SFR process & templates on behalf of policing and the criminal justice system. The national guidance document and suite of Report Templates (forms) were created through a period of extensive consultation with stakeholders including Contracting Authorities, CPS, Forensic Service Providers (FSPs), and the defence.

2.0.4 The National SFR Report templates give a consistent approach to reporting forensic outcomes, allowing investigations and prosecutions to be progressed fairly and effectively using relevant forensic science.

2.1 In Scope

2.1.1 The Medical SFR Service facilitates the transfer of medical reports relating to the injuries sustained by victims of crime from healthcare professionals ("Medical Reports"), which are commissioned by and Contracting Authority for use with their investigations in return for a fee (the "Services").

2.1.2 Integration with all potential sources of medical evidence in the Contract Authority's catchment area and potentially across boarders as required in each circumstances. For example, but not limited to, NHS hospitals, GP practices, private health institutions, and NHS Ambulance Services, or third-Party Ambulances Services.

2.1.3 The Medical SFR Service is to retrieve medical records from Healthcare Institutions (HI) (Medical Institutions (MI) for a specific time and period of event, in order to transcribe the relevant medical notes onto one of the relevant National SFR Report Templates, SFR1 (also referred to as MG22B), SFR2 (also referred to as MG22C or D), MG11 Report and Full Expert Witness Report as required and return/disclose all relevant material to the Contracting Authority, ensuring communications are secure and following appropriate legislation.

2.1.4 Service undertaken by a Supplier (Processor) will be on the direct authorisation of the Contracting Authority (Controller) using the NPCC Third Party Material Request Form.

2.2 National Streamlined Forensic Report

2.2.1 SFR1 (MG22B) Medical Report. This report describes the injuries sustained and treatment received by a patient (Data Subject). The report includes information from the medical notes of all the medical and surgical specialties that cared for the during the 's attendance at the hospital.

2.2.2 The SFR1 is used to transcribe and explain medical events in a clear and concise, chronological sequence and addresses the need for information to make a charging decision.

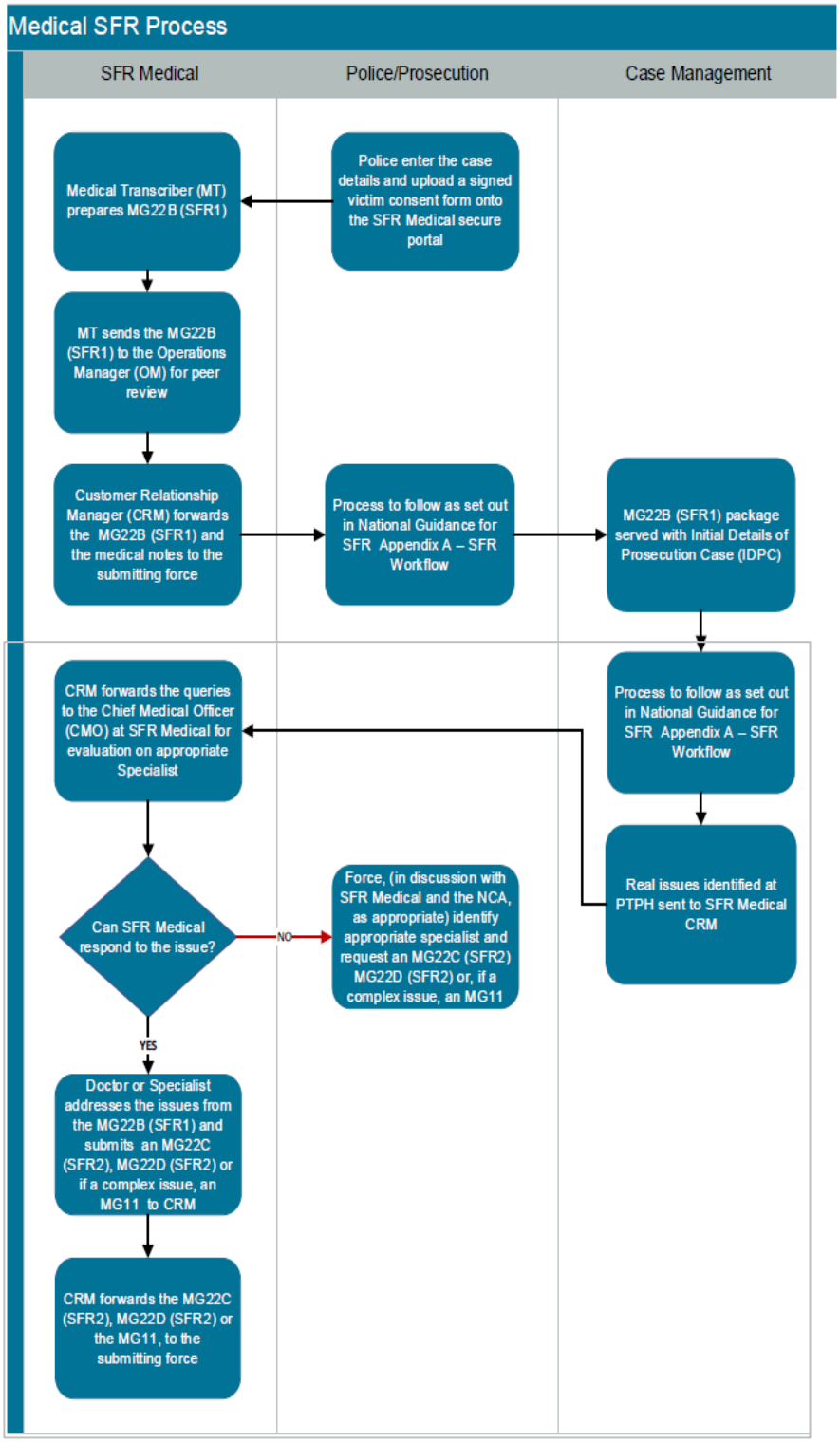
2.2.3 SFR2 (MG22C)) The Expert Report addresses specific questions that are raised by the defence or court after reviewing an SFR1.

2.2.4 MG22D (SFR2) The Professional Response is for non-expert factual information such as continuity of production of photographs.

2.2.5 MG11 Report is used where the evidence is complex and/or where there are multiple disciplinary issues involved.

2.2.6 MG22A Out of scope for Medical SFRs, therefore not applicable to this element of SFR reporting.

2.3 Medical SFR Process Workflow



2.4 Medical Speciality

2.4.1 The principle aims of the SFR Reports are to:

2.4.1.1 Provide practical advice with all information in one place.
2.4.1.2 Removes duplication, move away from justification to practical advice.
2.4.1.3 Be more inclusive, less dictatorial.
2.4.1.4 Reflect Criminal Procedure Rules and Criminal Practice Directions
2.4.1.5 Comply with FSR Codes of Practice and Conduct (accreditation status)
2.4.1.6 Comply with FSR Technical Statement Guidance (expert) & (non-expert)

2.4.2 Medical speciality that may be required within an MG22B should be such that they that have reasonable involvement and pertinence to the case in question, such as but not limited to:

2.4.2.1 Emergency Medicine Including x-rays (A&E)
2.4.2.2 Radiology
2.4.2.3 Maxillo-facial surgery
2.4.2.4 Trauma Surgery
2.4.2.5 Orthopaedics
2.4.2.6 Plastic Surgery
2.4.2.7 Critical Care
2.4.2.8 Paediatrics
2.4.2.9 Paediatric ICU
2.4.2.10 Neurosurgery
2.4.2.11 Psychiatry

2.4.3 Reasonable involvement would be a specialty that made a significant contribution to the care of the victim in a way that the information may be material to the police, CPS, or court.

2.4.4 Expectation to have "initial visit" fully accounted for in the MG22B example A&E and ongoing Xray as one disciple or SARC and ongoing visit to A&E, to be charged at the initial rate.

2.4.5 Any additional specialities and or specific questions may warrant additional charges as agreed with the Contracting Authority and Supplier.

2.5 Medical Notes Only (MNO)

2.5.1 The Contracting Authority may request the supplier to collate & provide the medical Notes Only (MNO) over the secure portal for the attention of the Officer requesting.

2.5.2 There is no SFR Report generated.

2.6 Third Party Material (TPM) + Extended Periods and HI

2.6.1 The TPM Service which covers multiple Healthcare Institutions and over a multiple number of years, can be requested where the Contracting Authority has given authorisation to be included within their Call-Off Contract and appropriate NPCC Third Party Material Request Form has been completed to ensure the Contracting Authority, are explicit on the information being requested.

2.6.2 The Contracting Authority should ensure prior to raising a TPM request that the following steps are undertaken:

2.6.2.1 Establishing a Reasonable Line of Inquiry
2.6.2.2 Establishing Relevance
2.6.2.3 Balancing Rights

2.6.3 All the Principles under PART 3 Data Protection Principles – Law Enforcement Purposes MUST be adhered to.

2.6.4 The Supplier will reject any NPCC Third Party Material Request Form that does not comply. This should be raised with the Contracting Authority Information Governance subject matter expert (SME).

2.7 Visual 3D Injury Reconstruction

2.7.1 Where requested and authorised by the Contracting Authority the Supplier can be commissioned to include visual 3D Injury Reconstruction and CT Scan images of wounds. The images can be included in MB22B/C/D Reports.

2.7.2 The source data of the CT scans or x-rays can be provided to the Contracting Authority by the Supplier either electronically or by DISC. The route will be determined during onboarding and implementation.

2.7.3 The Supplier will ensure there is continuous innovation in the field of evidence delivery with integration of images of wounds using Visual 3D Injury Reconstruction and CT Scan images of wounds.

2.8 Occupational Health Report

2.8.1 It is a report writing service offered to help ascertain the occupational health of an individual. As a part of this SFR Medical will liaise with the GP of the individual (which at present is a police officer in a police force) to access their health records and on the basis of it prepare a medical report and provide it to the police force for them to take further course of action. The report complies with AMRA legislation and is separated from the core management reporting.

2.9 Expert Witness Reports and Court Attendance

2.9.1 Expert witness reports are written by qualified experts in their field and made available on bespoke expert witness templates in compliance with court requirements.

2.9.2 In addition to preparing expert witness reports, SFR Medical can, where required, facilitate the attendance of the reporting expert at court through its coordination services. This includes liaising with the instructing authority (Police Force) and the expert to support timely court attendance in accordance with judicial and procedural requirements.

3. Delivery of the Service

3.0 The Supplier will provide a single point of contact (the Client Relationship Manager (CRM)) for all requests for the SFR Reports and medical evidence from police officers.

3.1 The SFR Reports produced should use clear, succinct language that enables the parties to understand the significance of the findings.

3.2 The Supplier will deliver the Service in a flexible way that reflects value for money to the Contracting Authority.

3.3 The Supplier acknowledges that the Contracting Authority relies on the skill and judgement of the Supplier in the supply of the Services and the performance of its obligations under the Call-Off Contract.

4. Implementation of Service

4.0 Implementation

4.0.1 The Supplier to facilitate the implementation between the Contracting Authority, CPS representatives and the Healthcare Institutions in the catchment area where the Service is required.

4.0.2 The implementation team should consist of the Contracting Authorities Information Governance SME and IT Security SME alongside Operational SME and Procurement SME. (Subject Matter Experts)

4.0.3 The Supplier will provide an implementation plan and check list which covers all the tasks required to complete a successful implementation.

4.1 Training & Support

4.1.1 The Supplier will provide training to operators (users) of the on-line portal software and/or the smart phone APP supporting the delivery of the service.

4.1.2 Training sessions can be over a video call service decided by the Contracting Authority, such as TEAMS, or delivered on request as workshops for train the trainers on police premises. Such training events to be at sites across the UK as agreed with both parties.

4.1.3 The Supplier to provide FOC Training Manuals & User Guides (Electronic or Paper) for their on-line portal software and/or smart phone APP as required.

4.1.4 Software Training Manuals and Software User Guides should be available in English and Welsh language.

4.1.5 Training for police on the completion of Medical SFR Templates MG22B/C/D should refer to the FCN National Guidance for Streamlined Forensic Reporting.

4.1.6 These national guidelines will be updated from time to time with the latest guidelines around good practice to be followed by any supplier at all times.

4.2 Management of Healthcare Institutions

4.2.1 Healthcare Institutions (HI) or Medical Institutions (MI) are essential and critical component to ensure the delivery of the Service.

4.2.2 The Supplier will engage with the Healthcare Institutions for example but not limited to, NHS hospitals, GP practices, private health institutions, and NHS Ambulance services, or third-Party Ambulances Services.

4.2.3 This will include the onboarding and integration of HIs in any given Contract Authority catchment area but also with HI's cross boarder catchment areas as patients may be required to receive the specialist care required for their injuries.

4.2.4 The Supplier will proactively manage the HIs to ensure there is a swift response to the delivery of the medical records/notes and the completion of the SFR Reports to the Contracting Authority.

4.2.5 The Supplier will maintain a register of the HI's that are working in partnership with the Supplier to deliver the Service.

4.2.6 The HI Register to be made available for review as requested by either the Contracting Authority, FCN or Chair of the Medical SFR National User Group.

4.2.7 It is the responsibility of the Supplier to ensure they follow all HI procedures and requirements concerning security and access to medical records.

5. Customer Service & Technical Support

5.0 In Hours Service

5.0.1 The Supplier must provide Customer Service Support between the hours of 9am and 5pm Monday to Friday. This can be over the secure portal or by email and/or phone and ensure all calls/emails are acknowledged within 24 hours of the call/email being made resolved within 3 working days of the original enquiry.

5.0.2 The Supplier will provide Technical Support for their on-line portal, between the hours of 9am and 5pm Monday to Friday. The expectation is to ensure Technical Support calls are acknowledged within the hour and where possible over phone or email are solved within 24 hours to allow continuation of operational services. With more complex technical issues resolved within 5 working days

5.1 Urgent Out of Hours Service (Time Critical)

5.1.1 There is a requirement to operate the Service outside office hours to support policing 24/7/365 with an out of hours contact team that can manage URGENT requests of an evening or over weekends and holiday periods.

5.1.2 This is critical to support potential in Custody charges that follow legislative time constraints where Police have up to 24 hours to charge a detainee, where there is sufficient evidence to proceed.

5.1.3 Where the Suppliers on-line portal was to "fail" out of normal hours, the Contracting Authority will escalate the issue via the Urgent Out of Hours Contacts as a matter of urgency.

5.2 Corrections and Amendments

5.2.1 The Contracting Authority must report to the Supplier any problem with quality or content with the SFR Reports they have received, promptly where time is of the essence OR at monthly contract meetings.

5.2.2 Supplier will acknowledge receipt of the issue raised within 24 hours.

5.2.3 The Supplier will resolve the problem within 2 working days Inform the Contracting Authority of the timescales required to resolve the problem in a reasonable timescale agreeable to both parties.

6. Medical Transcribers & Expert Witness

6.0 Sub-Contracting

6.0.1 With the acceptance of Expert Witnesses and Medical Transcribers as required, there is no expectation that the provision of the Medical SFR Service warrants any wholesale sub-contractors of the medical transcription Service.

6.0.2 Where there are Expert Witnesses and or Medical Transcribers that are sub-contractors, the Supplier will be responsible in the management of those relations directly and all such terms and conditions between the Contracting Authority and the Supplier shall default to contract between the Supplier and the Expert Witnesses and Medical Transcribers contract arrangements.

6.0.3 The Supplier has the responsibility to ensure they have undertaken due diligence of any Expert Witnesses and or Medical Transcribers that are commissioned for any part of the delivery of the Service, to ensure the suitability of credentials, security and professional standing, confidentiality, and compliance with UK GDPR Data Protection.

6.0.4 All invoices and payments are between the Supplier and the Contracting Authority. Payment of Sub-Contractors will be the sole responsibility of the Supplier to ensure sub-contractors are paid within 30 days from receipt of invoice.

6.1 Medical Transcribers

6.1.1 The Medical Transcriber is an experienced medical professional who undertake the review of the Medical Notes received from the Healthcare Institution and transcribe the Dr's notes onto the SFR1 (MG22B) from the data subjects' medical records.

6.1.2 The Supplier awarded any call-off contract, must ensure any Medical Transcriber used has undergone sufficient review as to their qualifications and vetting to give Contracting Authorities the assurances of their field of expertise.

6.1.3 The Supplier must ensure the Medical Transcriber has:

6.1.3.1 Qualifications verified, relevant and up to date.
6.1.3.2 Medical Register (GMC) Status is obtained.
6.1.3.3 DBS Checks are relevant and up to date.
6.1.3.4 NPCC National Vetting is completed.
6.1.3.5 a CV outlining their experience.
6.1.3.6 Supplier obtains references and those are verified.
6.1.3.7 Indemnity Insurance
6.1.3.8 Supplier & Medical Transcriber have a subcontract.

6.2 Expert Witness

6.2.1 An Expert Witness (Expert) is an experienced doctor or experts in the related medical field who are asked to provide further interpretation and subjective conclusions of the medical evidence provided on the SFR1(MG22B) any other form of evidence and/or the data subjects medical records.

6.2.2 The Expert Witness addresses specific questions raised by the prosecution after reviewing an SFR1 and completes the SFR 2 template or their own template.

6.2.3 An SFR2 MG22C (or their own template) is used by an Expert to answer any questions raised by the defence or court. This is s9 evidence and contains subjective conclusions that are written by experienced doctors, experts in the related medical field.

6.2.4 Any Expert Witness that is instructed to be used in the production of criminal evidence for the Criminal Justice System (CJS) are appointed in line with the requirements set out by the National Crime Agency (NCA) Forensic Medical Advice Team (FMAT).

6.3 The Approval of Expert Witness

6.3.1 The Supplier awarded any call-off contract, must ensure any Expert Witness used has undergone sufficient review as to their qualifications and vetting to give Contracting Authorities the assurances of their field of expertise.

6.3.2 The Supplier must ensure the Expert Witness has:

6.3.2.1 Qualifications verified, relevant and up to date.
6.3.2.2 Medical Register (GMC) Status is obtained.
6.3.2.3 DBS Checks are relevant and up to date.
6.3.2.4 NPCC National Vetting is completed.
6.3.2.5 The Expert provides a CV outlining their experience.
6.3.2.6 Supplier obtains references and those are verified.
6.3.2.7 Experience in presenting evidence in criminal court
6.3.2.8 Experience of providing witness statements and reports
6.3.2.9 Published Research

6.3.2.10 Indemnity Insurance
6.3.2.11 Supplier enters a sub-contract with the Expert Witness.

6.3.3 In addition, the Supplier will ensure that all Experts are aware of their legal obligations and requirements as an expert witness including using the latest approved declarations for their reports, signposting them to the current guidance documents from CPS on disclosure and unused material as well as the Forensic Science Regulator's Codes of Practice and Conduct where appropriate.

6.3.4 The Expert must comply with all legal obligations such as but not limited to.
6.3.4.1 the Criminal Justice Act 1967,
6.3.4.2 the Magistrates Courts Act 1980 and
6.3.4.3 the Criminal Procedure Rules.

6.3.5 The Expert must comply with Crown Prosecution Services (CPS) Guidance.
6.3.5.1 Expert Witnesses Booklet,
6.3.5.2 Experts on Disclosure, Unused Material and Case Management.

6.3.6 The Expert must also assist the prosecution in meeting its obligations under the Criminal Procedure and Investigations Act 1996.

6.3.7 Expert must comply with the Forensic Regulator's Codes of Practice and Conduct and Forensic Regulators Act 2021 when published in relation to the Expert Witness and subsequent SFR Report writing.

6.3.8 Expert must comply with the Faculty of Forensic & Legal Medicine (FFLM) Code of Practice on Expert Evidence updated Jan 2022; review date Jan 2025
The Code of Practice on Expert Evidence - FFLM

6.3.9 The Contracting Authorities will deal directly with the Supplier awarded under any Call-Off Contract. The Supplier shall be responsible for the management all Experts.

6.3.10 In addition, Supplier shall accept full responsibility for all Services to be provided under the Call-Off Contract.

6.3.11 The Suppliers management of Experts to be auditable by Contracting Authority and/or their appointment "Auditors."

6.4 Forensic Medical Advice Team (FMAT)

6.4.1 Where it is necessary for evidence to be referred to a medical expert, the Contracting Authority, in discussion with the Supplier, can refer their request to the Forensic Medical Advice Team (FMAT) at the National Crime Agency (NCA).

6.4.2 Any Call-Off Contract with a Supplier for SFR Report Services, does not preclude the Contracting Authority from seeking experts from the FMAT team.

6.4.3 The FMAT main service provision is to act as the national gateway to independent medical experts who can provide evidential opinions for court.
6.4.4 The FMAT team have access to over 300 medical experts both in pathology and clinical practice for adults and children.

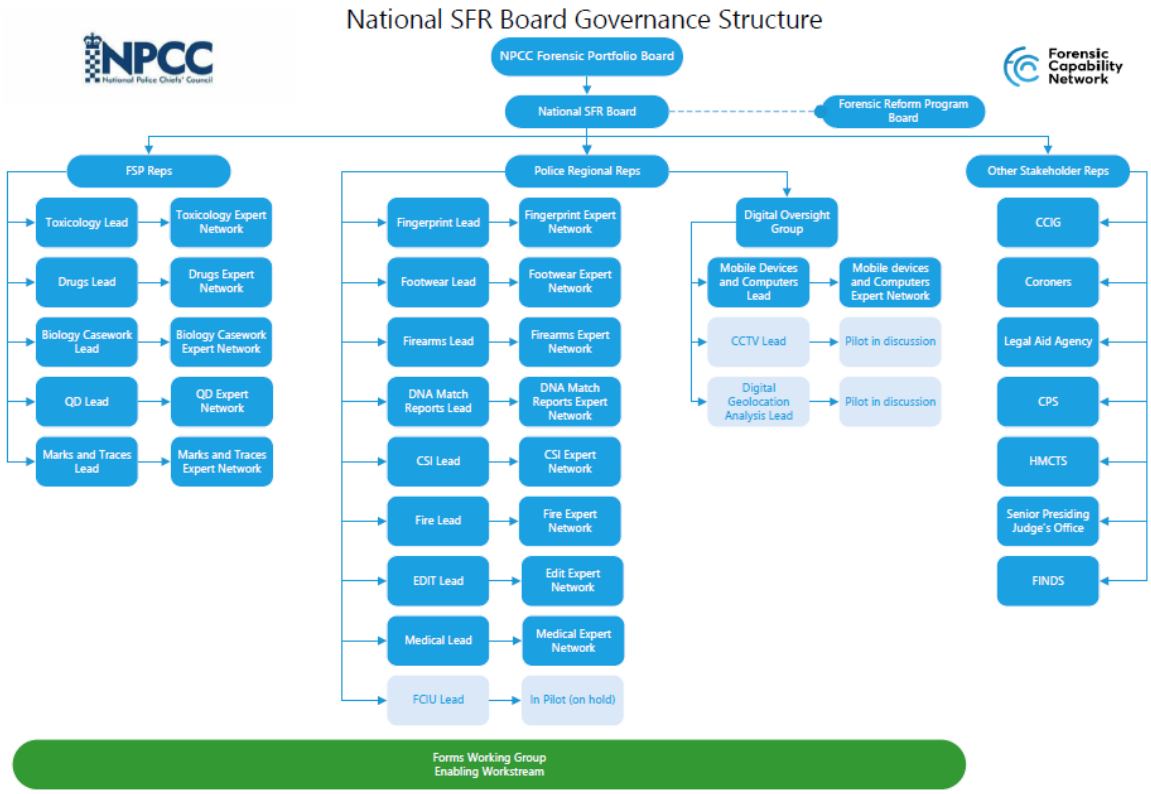
7. Technical & Quality Standards

7.0 Governance National SFR Board

7.0.1 The National SFR Board was established to implement Streamlined Forensic Reporting SFR in England & Wales. The Board continues to provide a steer for national issues and consistency, and the development of SFR into new business areas and evidence types.

7.0.2 The Board has cross-agency input and support from the Crown Prosecution Service (CPS) Operations Directorate and the Office of the Senior Presiding Judge. Included are forensic representatives from various Contracting Authorities and Forensic Service Providers (FSPs).

7.0.3 Outlined below is the National SFR Board Governance Structure surrounding the delivery of National Streamlined Forensic Reporting.



7.1 National Streamlined Forensic Reporting Templates

7.1.1 The National SFR Board has created National SFR Report templates and National SFR Guidance.

7.1.2 Suppliers engaged in the delivery of the Service producing the Medical SFR Reports are required to use the National SFR templates & National SFR Guidance.

7.1.3 Any changes to the National SFR templates can be escalated to the SFR National Board for review and consideration prior to any amendments being made and any changes being adopted on a national basis. This is to ensure there is a nationally coordinated and consistent approach.

7.1.4 The National SFR Templates may change from time to time due to changes in government policy and or legislation; the Supplier is expected and must adopt any such changes that are deployed.

7.1.5 Due time will be permitted for the Supplier to adopt and adapt any such changes to the National SFR Templates and an agreed date between, FCN, Contracting Authorities, CPS, and the Supplier.

7.2 The FSR, Codes of Practice and Conduct Act 2021.

7.2.1 The Supplier and their staff shall adopt in principle, The Forensic Science Regulator; Codes of Practice and Conduct (FSR CoPC) for forensic science providers and practitioners in the Criminal Justice System; where appropriate in the delivery of the service.

7.2.2 The (FSR CoPC) for forensic science providers and practitioners in the Criminal Justice System; also covers cyber security requirements to be met for assurances and mitigation of risks.

7.3 Disclosure

7.3.1 In 2022, the Attorney General's Guidelines on Disclosure, the Criminal Procedure, and Investigations Act 1996 (CPIA), Code of Practice, Director's Guidance on Charging and the National File Standard were updated. No changes were required to the Medical SFR process and/or templates.

7.3.2 The disclosure of the medical records relied on by the medical transcriber will made on "the Status of Medical Exhibits" section' of the MG22B report template.

7.3.3 Further guidance on Disclosure is available in: CPS-Guidance for Experts-on-Disclosure-Unused-Material-and-Case-Management-2019

7.4 Hearsay Evidence

7.4.1 The provision of medial SFR reports is based upon medical notes (including imagery) made by medical practitioners within medical facilities. The notes are transcribed by Medical Transcribers for MG22B's (SFR1), and Medical Experts will normally respond to prosecution issues with additional MG22B's and defence issues with MG22C's or MG22D's (SFR2).

7.4.2 The content of these reports is admissible under s.117 of the Criminal Justice Act (CJA) 2003. The provisions of the CJA 2003 s.117 (1) and (2) is relevant to medical evidence and means doctors can provide evidence from other doctors' notes and make the MG22B/C/D evidence admissible in court.

7.5 Victim's Code of Practice

7.5.1 SFR Medical acknowledges the importance of the Victims' Code of Practice (the Victims' Code) and is committed to supporting Contracting Authorities in meeting their statutory obligations to victims of crime. In delivering Medical SFR Services, SFR Medical ensures that victims are treated with respect, dignity, sensitivity, and professionalism at all times. Processes are designed to minimise delay, avoid unnecessary repeat requests for information, and reduce the risk of re-traumatisation.

7.5.2 SFR Medical operates strictly under the authority and instruction of the Contracting Authority and processes victim data lawfully, securely, and proportionately, in accordance with UK GDPR and relevant criminal justice legislation.

7.5.3 Where medical evidence is requested, handled, or processed, SFR Medical supports timely progression of investigations to help ensure victims receive updates and outcomes within reasonable timescales, in line with the principles of the Victims' Code.

7.5.4 SFR Medical will comply with the Victim's Code as applicable and required by law, including statutory referral to any agency, support network or advisory service.

7.6 Service Delivery Optimisation – The PLO (Police Liaison Officer) Hub

7.6.1 To support timely and efficient delivery of medical evidence, SFR Medical operates a dedicated PLO Hub, a secure web-based platform designed to streamline the submission of medical notes by NHS Medical Institutions.

7.6.2 The PLO Hub provides a centralised mechanism for authorised medical institutions to upload medical notes directly, reducing reliance on email-based exchanges and minimising delays and errors. This improves communication between NHS Medical Institutions and SFR Medical teams and supports faster turnaround of Medical SFRs.

7.6.3 The use of the PLO Hub contributes to reduced processing times, improved data quality, and enhanced customer service, supporting quicker progression of criminal proceedings while reducing the administrative burden on police officers and SFR Medical staff.

8. IT & Information Security

8.0 Security of Police Data

8.0.1 The Supplier shall use as a minimum Good Industry Practice in the day-to-day operation of any system holding, transferring, or processing Contracting Authority's Data and any system that could directly or indirectly have an impact on that information, and shall ensure that Contracting Authorities Data remains under the effective control of the Supplier at all times.

8.0.2 The security of police data, either sensitive or non-sensitive but which still could identify police colleagues, names, titles, place of work etc is critical to keep secure.

8.0.3 The Supplier shall ensure the up-to-date maintenance of a security policy relating to the operation of its own organisation and systems and on request shall supply this document as soon as practicable to the Contracting Authority.

8.0.4 The GOV.UK cloud security principles are designed to help ensure Police Data is secure and should be applied for any Call-Off Contract. The cloud security principles - NCSC.GOV.UK

8.0.4.1 Principle 1: Data in transit protection
8.0.4.2 Principle 2: Asset protection and resilience
8.0.4.3 Principle 3: Separation between customers
8.0.4.4 Principle 4: Governance framework
8.0.4.5 Principle 5: Operational security
8.0.4.6 Principle 7: Secure development
8.0.4.7 Principle 9. Secure user management
8.0.4.8 Principle 10: Identity and authentication
8.0.4.9 Principle 11: External interface protection
8.0.4.10 Principle 12: Secure service administration
8.0.4.11 Principle 13: Audit information and alerting for customers.
8.0.4.12 Principle 14: Secure use of the service

8.1 Cyber Essentials Certificate

8.1.1 The protection of police IT systems and cloud security is essential to ensure there is no threat of virus, hacking, or extraction of any Police Data.

8.1.2 The Supplier to ensure they follow the 10 Steps to Cyber Security
10 Steps to Cyber Security - NCSC.GOV.UK

8.1.3 The Supplier to have or to achieve Cyber Essentials Certificate in place for any Call-Off Contract.

8.1.4 The Supplier to have or to obtain Cyber and Data Insurance Cover

8.2 Information Security Management Systems (ISMS)

8.2.1 To have or achieve ISO/IEC 27001: 2022 Information Security Management System (ISMS) within first 12 months of a Call-off Contract commencing. This best-practice approach helps organisations manage their data protection requirements and security of assets such as financial information, intellectual property, employee details or information entrusted by third parties.

8.2.2 This is to ensure the right level and standards of information security is established and supports best practice in the management of the security of information by addressing people, processes, and technology.

8.2.3 The Supplier is expected to establish, implement, operate, monitor, review, maintain and continually improve on their ISMS giving assurances that Police data is kept secure at all times.

8.3 Obligation on Access to Supplier Portal

8.3.1 It is the obligation of the Contracting Authority to ensure they inform the Supplier where a member of staff/Officer no longer has access to police systems and therefore access to the supplier's portal should be terminated for that member of staff/officer.

8.3.2 The Supplier will ensure there is the security of two factor authentication via staff/officer email or phone to support approval of and access to the Suppliers portal and police data. Therefore, where an Officer or member of staff no longer has access to their emails and phone, they will not be able to authenticate their access to the Suppliers portal.

8.3.3 The SFR Service must include a secure Portal for police officers to request reports, check the progress of their reports and receive their SFR reports and medical files.

8.3.4 The portal to be available 24/7/365 to the police officers.

8.3.5 Any planned maintenance which requires the Portal to become unavailable should be co-ordinated with sufficient communication of the interruption to the Service and should take place at the quieter time of use in order to minimise any disruption to Service.

9. NPPV Vetting & Security

9.0 NPVV Vetting

9.0.1 The Supplier shall ensure all their Staff & Expert Witnesses and Sub-contracted Medical Transcribers used in the delivery of the Service shall undergo appropriate Vetting by Warwickshire Police, the Metropolitan Police or Humberside Police, who provide Non-Police Personnel Vetting (NPPV) service on behalf of all Contracting Authorities in England, Wales, Scotland, and Northern Ireland for all non-police Suppliers, including annual reviews.

9.0.2 The Suppliers will ensure all staff have an appropriate Contract of Employment and all such qualifications and references are reviewed, validated and

9.0.3 The contracting Authority will confirm the NPPV level required as appropriate to their security requirements for either Suppliers Staff, Sub-contracted Medical Transcribers and Expert Witnesses.

9.0.4 All Suppliers Staff, Medical Transcribers and Expert Witnesses must be working within the UK and access any police data within the UK.

9.1 Supplier On Police Premises

9.1.1 The Supplier shall comply with all reasonable Health & Safety and Security requirements of the Contracting Authority while on the Contracting Authority's premises and shall ensure that all their staff and sub-contracted staff comply with such requirements.

10. UK GDPR Data Protection

10.0 UK GDPR

10.0.1 The primary UK legal data protection framework is now the UK General Data Protection Regulation (UK GDPR). UK GDPR is similar to EU GDPR, but it has been amended to remove references to European organisations and laws. The Data Protection Act 2018 contains clarifications and exemptions to UK GDPR, and both pieces of legislation need to be read alongside each other.

10.1 PART 3 Processing of Personal data law enforcement Directive (LED)

10.1.1 The Data Protection Act 2018 includes, at Part 3, the legal framework for the processing of personal data for law enforcement purposes, and at Part 4, the legal framework for the processing of personal data by the intelligence agencies.

10.2 Controller & Data Processor

10.2.1 A Controller is a legal person or organisation which determines the purposes and means of processing personal data. A Controller is the organisation in control of the processing of personal data, who makes the key decisions, and is usually the organisation that decides to collect the personal data in the first place. It will also typically determine the specific personal data to be collected, held, or used, and the appropriate legal basis of the processing, as well as how long the data will be processed, and who the data shall be shared with.

10.2.2 a Processor is a legal person or organisation which processes personal data on behalf of a Controller. A Processor will not be responsible for making the key decisions about the personal data and will only be processing the data under the direct, or implied, instructions of the Controller. Therefore, the Processor will not be processing any of the Controller's data for any of its own purposes and has no direct interest in the data itself. The Processor may be providing its expertise to the Controller in respect of technical or other matters and may have scope to make some decisions about the manner in which personal data is processed, but only to the extent that the contract with the Controller allows.

10.2.3 Different legal obligations apply depending on the nature of the relationship with the Supplier. Where the Supplier is a Processor, there is a legal obligation under Article 28 UK GDPR to have a contract with the Processor and for it to contain specific data protection clauses. Terms & Conditions outlining the clauses required by law in a Controller-Processor relationship. Schedule 7.

10.2.4 Without doubt for this Call-Off Contract the Data Controller is the Contracting Authority, and the Data Processor is the Supplier.

10.3 Data Subject

10.3.1 The Data Subject is the person/individual pertaining to the data being collected, reviewed, archived & stored, retained, or destroyed.

10.4 Compliance with GDPR & Archive Housekeeping

10.4.1 It is a breach of the data processing principles, which Controllers are responsible for compliance with, where police data is stored longer than necessary under the Retention and Archive guidance.

10.4.2 Steps must immediately be taken to ensure that any data which is no longer necessary to process (including storage) is returned to the Controller and deleted/destroyed.

10.5 The Supplier

The Supplier must undertake the following.

10.5.1 The Supplier to have ICO (Information Commissioner Office) Data Protection Registration Certificate, Registration number and expiry date.

10.5.2 The only processing that the Supplier is authorised to do is by the Contracting Authority following their NPCC Third Party Material Request Form and may not be determined by the Supplier.

10.5.3 All and any police data, physical and digital, must be processed, stored, and archived within the UK and not offshored outside of the UK.

10.5.4 The Supplier shall notify the Contracting Authority at once if it considers that any of the Contracting Authority's instructions infringe and are in breach of the UK GDPR and/or the Data Protection Act 2018

11. Retention of Police Data & Materials

11.0 Definition of Police Data

11.0.1 Definition of Forensic Unit in this context is: the Supplier undertaking the Medical SFR Service.

11.0.2 Definition of Police Data Materials in this context is: This is with relation to all Police Data, digital files, source data of CT scans, X Rays or MRI Scans, Medical Files, created as part of evidence on behalf of the police as “forensic medical evidence.”

11.0.3 Definition of Police Data Case files in this context is: the MG22B/C/D Reports ‘A collection of records which record the examinations undertaken and support the conclusions drawn such that a second competent person could evaluate what had been performed and draw their own conclusions’.

11.1 Legislation & Guidance

11.1.1 The Police manage the Police Data under the Management of Police Information (MoPI) and physical evidence, which is principally managed under Criminal Procedures and Investigations Act 1996 (CPIA) and the Police and Criminal Evidence Act 1984 (PACE). The Retention, Archiving and Destruction, should be in compliance with Criminal Procedures and Investigations Act 1996 (CPIA).

11.1.2 The Supplier's data retention period is defined by the contract agreed with the relevant police force. As a minimum, data is retained for two years, with some police forces opting to extend the retention period in line with their operational and statutory requirements.

11.2 Police & Supplier Duty

11.2.1 The Supplier does not have a direct duty under CPIA; however, it is crucial and an understanding of any contracting going forward that the Supplier will comply with the CPIA principles and where the Supplier retains police data, case files and materials digital and paper format as part of the service to the Contracting Authority, that they do so in a manner to assist the Contracting Authority to fulfil their duty under CPIA.

11.3 Retention & Archiving Periods

11.3.1 At the end of the Call-Off Contract, the Supplier and the Contracting Authority will agree, in accordance with the retention and disposal arrangements agreed with the relevant police force, the police data that is either to be:

11.3.1.1 Destroyed
11.3.1.2 Returned to the Contracting Authority or
11.3.1.3 Retained by the Supplier for archiving for a further specific period.

12. Social Value, Environmental and Sustainability

12.0 Modern Slavery Act 2015

12.0.1 The Transparency in Supply Chains Provision (TISC, s.54) of the Modern Slavery Act (MSA) requires commercial entities with an annual turnover of £36m or more to report annually on their actions to identify, prevent and mitigate modern slavery in their supply chain.

12.0.2 The adoption of Modern Slavery Act 2015, either where thresholds are met or in principle where the Supplier(s) are below the turnover threshold of £36m there is an expectation on Supplier(s) to maintain vigilance over the supply chain and raise concern to any incidents of poor practices which fall under the Modern Slavery Act 2015.

12.1 Social Value Act 2012

12.1.1 The Public Services (Social Value) Act 2012, which came into force on 31 January 2013, requires public sector commissioners in England (and some in Wales) to consider how public sector procurements and the Suppliers awarded contracts could improve the economic, environmental, and social wellbeing of their local area through their procurement activities.

12.1.2 Social Value refers to the wider financial and nonfinancial value created by an organisation through its day-to-day activities in terms of the wellbeing of individuals and communities, social capital created and the environment. Contracting Authorities understand the importance and benefits of considering the principles of

the Social Value Act 2012 and support such best practice from Suppliers as appropriate to the scope of the contract.

12.1.2.1 Local Workforce employed keeping the green pound in the community.
12.1.2.2 Training and Continuing Development Opportunities
12.1.2.3 create opportunities to grow, supporting further economic growth and business creation.
12.1.2.4 Apprenticeships
12.1.2.5 Living Wage
12.1.2.6 Staff Welfare support faced with the material and images under review.

12.1.3 The social value model outlined in GOV.UK Procurement Policy Note PPN 06/20 principles should be applied to all new procurements from 1 January 2021.

12.2 Supporting the Victims' Code through Service Delivery

12.2.1 SFR Medical supports Contracting Authorities in meeting the principles of the Victims' Code by delivering a victim-centered, efficient, and respectful medical evidence service. By reducing delays in obtaining medical evidence and minimising repeat requests for information, the service helps reduce stress and potential re-traumatisation for victims of crime.

12.2.2 Secure digital workflows and clear communication processes support timely progression of investigations, helping police forces provide victims with updates and outcomes within reasonable timescales. SFR Medical's approach prioritises dignity, confidentiality, and sensitivity when handling victim-related information, contributing to improved experiences and outcomes for victims.

12.3 Environmental and Sustainability

12.3.1 The Contracting Authorities understand the importance of Environmental Strategies which includes the promotion of environmentally sensitive procurement arrangements within their contracts. The purchase (and disposal) of all goods and acquired by the Contracting Authorities shall therefore be fit for purpose and the manufacture, transport, use and disposal shall have minimal impact on the environment, wherever possible.

12.3.2 The Suppliers should consider how their products/services and their supply chain meet environmental aims and particular reference should be given but not limited to the following:

12.3.2.1 reduction in the consumption of resources such as energy and water
12.3.2.2 reduction in the level of harmful emissions into the atmosphere
12.3.2.3 products that the Supplier will recycle at the end of their useful life.
12.3.2.4 the ability to recycle as much waste packaging material as possible.
12.3.2.5 continuous review of service with a view to sustainability
12.3.2.6 the lifetime cost of ownership.

13. Business Continuity Disaster Recovery (BCDR)

13.0 The Suppliers Obligations:

13.0.1 The Supplier must have a detailed BCDR Plan setting out the contingency arrangements to provide a seamless and continuous service.

13.0.2 The plans should include, but not be limited to, fire or flood, pandemic, failure of power supplies, failure of portal, corruption of data, cyber-attack.

13.0.3 Insolvency Continuity Plan, Catastrophic failure should also be addressed.

13.0.4 The BCDR plan should be reviewed and updated on an annual basis.

13.0.5 The Suppliers should ensure their internal staff members are fully aware of their role within the BCDR plan, should an incident occur.

13.0.6 Where the Service delivery depends on the use of another facility, that facility must comply demonstrably and fully with all aspects of a Business Continuity Disaster Recovery Plan.

13.0.7 For the Supplier to have or to work towards ISO 22301 Business Continuity Management Systems.

13.1 BCDR Event

13.1.1 To inform the Contracting Authority immediately of any issues that may impact the delivery of the Service.

13.1.2 To escalate to the Chair of Medical SFR National User Group, immediately where any disruption to service is catastrophic and will affect any or all Contract Authorities

13.1.3 To inform the contingency plans being invoked and timescales when the service will resume.

14. Contract Management (Contracting Authority)

14.0 Contract Management Meetings

14.0.1 The Contracting Authority can appoint an internal Contract Manager to support the Operational Departments as the owner of the service.

14.0.2 The Operational Departments can where required appoint an Operational Contract Manager to support the oversight of the day-to-day management of the Call-Off Contract and escalate any issues or concerns to the internal Contract Manager.

14.0.3 The Supplier shall provide a dedicated Contract Manager that will act as an interface between the Contracting Authority and the Supplier.

14.0.4 The Suppliers Contract Manager will support with any issues around the services, deal with any complaints or concerns and ensure the Contracting Authority has the MI required regarding their contract performance.

14.0.5 Named contacts will be available between 9am – 5pm Monday to Friday and for outside of these hours an answering service and/or email address will be made available. Cover is to be provided for the liaison person's absence from work.

14.0.6 The Supplier to attend local Contract Management meetings to support the Contracting Authority with a review of performance and deliverables along with any issues or complaints. Meetings can be electronically over TEAMS or other such mode, or at a place of business, as agreed by all parties.

14.0.7 Both parties will confirm the frequency of the Contract Management meetings that is required. This may change during the Call-Off Contract as both parties agree from time to time.

14.1 Medical SFR National User Group

14.1.1 A Medical SFR National User Group has been established with regular meetings during the year with representatives from across the Contracting Authorities using or about to start using the Medical SFR services.

14.1.2 The Supplier will be an invited guest as requested, to join the Medical SFR National User Group (TEAMS) meetings, to update the Contracting Authority's in attendance and support any questions or queries raised.

14.1.3 In addition, the Supplier will attend Strategic Governance meetings with the Chair of the Medical SFR National User Group, over TEAMS or other such mode as agreed by both parties.

14.1.4 The Strategic Governance meetings shall review as a minimum, the following at a national level:

14.1.4.1 Implementation of Contracting Authorities progress
14.1.4.2 Contracting Authority satisfaction
14.1.4.3 delivery performance
14.1.4.4 volume & value of sales (MI Report)
14.1.4.5 quality of reports, quality of training
14.1.4.6 opportunities for improved efficiencies. (Continuous Improvement)
14.1.4.7 any escalation of any issues or complaints arising

14.1.5 The Supplier will submit to the Chair of the Medical SFR National User Group a Monthly Management (MI) Excel Report within 5 working days of the end of each Month.

14.1.6 These Reports shall contain, but will not be limited to, the following information for each Contracting Authority:

14.1.6.1 Quantity of each SFR Report complete.
14.1.6.2 Date sent to Hospital and Date Returned to Supplier
14.1.6.3 Date ordered by Contracting Authority (CA) and date delivered to
14.1.6.4 Unit price of the reports ordered and line total value.
14.1.6.5 No of medical specialities or disciplines per report
14.1.6.6 No of complaints & date resolved within timescales.

14.1.7 These reports shall also show cumulative annual data showing volumes of items ordered and total costs within each contracted year against each Contracting Authority.

14.2 Management Information (MI)

14.2.1 Management information shall be supplied to the Contracting Authority which specifies the performance of the Service and measures the KPIs achieved.

14.2.2 The following are examples of MI Reports to be available both at a National level for the Medical SFR National User Group and at a Local Level by the Contracting Authority and or their region or consortium as requested.

REF	Title	Description	Format options to be available
MI-001	Spend & Quantity	Spend and Quantity of products, issued date and delivered date, to the Contracting Authority(s). (National) (Local)	excel
MI-002	KPI Status Report	MI reports on the status of the KPI relating to the performance of the Supplier. (National) (Local)	excel/word/ppt
MI-003	Implementation	MI Reports on the Implementation Process – check list to indicate the actions completed or pending.	excel/word/ppt
MI-004	GDPR Housekeeping	MI Report on all police data retained in storage and archive with the expiry date identified	Excel/word
MI-005	Risks & Issue Report	Supply Chain & Quality Risks and Issues with mitigation MI Reports and Updates.	excel
MI-006	Action or Rectification Plans	Action Plan or Rectification Plan Reports and Updates	excel

14.2.3 The frequency of such MI reports to be agreed, with the general expectation to be monthly, quarterly and some on an annual basis. (National) (Local)

14.2.4 MI report formats to be available in excel and word and PDF as requested by the Authority or Contracting Authority (National) (Local)

14.2.5 And any other MI as agreed with the Authority, Contracting Authority and Supplier during any Call-Off Contracts

15. Key Performance Indicators (KPI)

15.0 Introduction to KPI

15.0.1 Suppliers awarded a Call-Off Contract will take part in performance monitoring of the Service following Key Performance Indicators (KPI) outlined in the table below.

15.0.2 These KPIs may be amended from time to time at National Strategic meetings with agreement of the Supplier.

15.0.3 The Contracting Authority in conjunction with the Supplier may add specific KPIs for their respective Call-Off Contracts to enable focus where required during the life of any Call-Off Contracts.

15.0.4 All KPIs will be reported to the Contracting Authority as required with a national report issued to the Chair of the Medical SFR National User Group, on a quarterly basis.

15.1 Turn Around Times (TAT)

15.1.1 The Turn Around Times (TAT) as part of the Service Level Agreement are outlined in the Table of KPIs within this document.

15.2 Table of Turn Around Times (TAT)

KEY PERFORMANCE INDICATORS				
Ref	**Key Performance Indicator**	**Criteria**	**Performance Measured**	**Performance Method**
1	Performance Management	Medical SFR receipt of request to issue to Medical Institution (MI) (TAT)	≤ 2 working days (95%)	MI Report
2	Performance Management	Receipt of medical notes from Medical Institution (MI) (TAT) (Standard) Compliant with GDPR	≤ 40 working days (95%)	MI Report
3	Contract Delivery	Standard MG22B and Standard MG22D requests: Turn-around time (from receipt of valid request to sending the report to Contracting Authority	≤ 10 working days* (95% average of all reports completed in any given calendar month)	MI Report
4	Performance Management	Urgent MG22B and Urgent MG22D requests which involve a suspect in custody awaiting a charging decision: Turn-around time (from receipt of valid request to sending the report to Contracting Authority)	≤ 24 hours* compliance rate ≥ 80% in any given month	MI Report
5	Performance Management	Urgent MG22B and Urgent MG22D requests which either involve a Trial in the next seven working days or have been approved by the Contracting Authority under the 'Other' criteria: Turn-around time (from receipt of valid	≤ 7 working days* Compliance rate ≥ 80% in any given month	MI Report

		request to sending the report to Contracting Authority).		
6	Contract Delivery	MG22C (written by an Expert Witness)	≤ 20 working days*	MI Report
7	Contract Delivery	Visual Injury Reconstruction using CT or MRI Scan data	≤ 20 working days* (Excluding time, it takes for the hospital to provide the scans)	MI Report
8	Quality	Number of SFR Reports sent to Contracting Authority with no need for amendments due to Medical Transcriber errors.	95%	MI Report
9	Respect for People (Social)	Courtesy, Politeness, Respect, and consideration of others	Positive & Negative feedback. Number of justified formal complaints received about the Service	Feedback Received – customers, data subjects
10	Economic	Cost, VFM, Performance; Reliability & Competence. Invoices & Invoice MI	95%	MI Report & Aged Debt Report, Feedback Received – Customers
11	Suppliers Satisfaction with Client	Client Communication; Decision Making; Payments	No delay in decisions; No late payments	Feedback from Supplier. MI Aged debts

***Excluding the time, it takes for the healthcare institution to provide the medical records.**

16. Insurance

16.0 Insurance Categories

Insurance Certificate
Employer Liability Insurance coverage of not less than 5 million pounds sterling (£5,000,000) for anyone (1), or a series of claims that may arise
Public Liability Insurance coverage of not less than 1 million pounds sterling (£1,000,000) for anyone (1), or a series of claims that may arise
Professional Indemnity Insurance coverage of not less than 5 million pounds sterling (£5,000,000) for any one (1), or a series of claims that may arise

Cyber and Data Insurance coverage of not less than 5 hundred thousand pounds sterling (£500,000) for any one (1), or a series of claims that may arise

16.0.1 Suppliers must have as a minimum the following Insurance in place prior to an award of any Call-Off Contract.

16.0.2 Insurance cover should be retained for up to 6 years beyond the end of any Call-Off Contract with the Contracting Authority.

17. Supplier Audits

17.0 The Auditor

17.0.1 Forensic Capability Network (FCN) in conjunction with representatives from "Contracting Authorities" and or their appointed quality or technical advisors, will from time to time form an Audit Team ("Auditor") to conduct Audits of the Supplier during the life of any Call-Off Contract in a reasonable and proportionate manner.

17.1 Desk Top Audits

17.1.1 The Audit can be by Desktop where examples of SFR Reports MG22 B/C/D are requested by the Contracting Authority, or their appointed "Auditor" with a view to assess the Quality of the reports produced and that all elements of the Specification (SOR) Service Level Agreement Technical & Quality and National SFR Guidelines are being followed.

17.1.2 The "Auditor" will give sufficient notice period for the sampling of SFR Reports.

17.1.3 Reports requested will have subject matter identification redacted to ensure compliance with GDPR, in that all identifies are protected and not disclosed.

17.1.4 Any lessons learnt will be shared with the Supplier with a view to adopting continuous improvement of the Service.

17.2 Site Audits

17.2.1 The Audits could include the right to visit the Suppliers premises involved in the production of Medical SFR Reports and/or review the IT infrastructure relating to storage and security of Police Data, prior to an award of any Call-Off Contract, OR at any point in the life of a Call-Off Contract to give assurances during the life of the Call-Off Contract.

17.2.2 The "Audit Team" shall endeavour to (but is not obliged to) provide at least fifteen (15) Working Days' notice of its intention to visit the Suppliers business premises to conduct an audit.

17.2.3 The Parties agree that "Auditor" may always acting reasonably, have a requirement to conduct an audit urgently without notice of its intention to conduct an audit.

17.2.4 The Supplier will ensure safe access and will make available all documentary evidence concerned with the delivery of the Service at no extra cost to the "Auditor."

17.2.5 The Supplier to accept the conditions of access for the "Auditor" and that improvement(s) identified as a result of any visit will be discussed and where agreed implement without additional charge in so far as such amendments are concerned with maintaining the standards set out in this Specification (SOR) & Service Level Agreement and Technical and Quality Standards.

17.2.6 The Supplier shall offer to the "Auditor" all reasonable co-operation and assistance in relation to the audit including.

17.2.6.1 Promptly providing all information requested by the "Auditor."
17.2.6.2 Access to business sites used in the performance of the Services.
17.2.6.3 access auditable documents & policies for example but not limited to.
17.2.6.4 GDPR / IT security / Medical Quality / Certifications /Staff Training
17.2.6.5 Records Management Information and
17.2.6.6 Reports illustrating the quality standards applicable to the Services.

17.2.7 The "Auditor" shall use reasonable endeavours to ensure each audit does not unreasonably disrupt the Supplier or delay the provision of the Service.

17.2.8 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause (Audits), unless the audit identifies a material error by the Supplier in which case the Supplier shall reimburse the "Auditor" for all their reasonable costs incurred during the audit.

17.2.9 If an audit identifies that the Supplier has failed to perform its obligations under the Specification (SOR), Service Level Agreement Technical & Quality in any material manner, a Remedial Action Plan will be implemented with timelines for completing agreed with the Supplier. Where a Remedial Action Plan is in place, subsequent meetings, and site visits to progress the plans can be conducted by the "Auditor."

17.2.10 All Audits undertaken and, recommendations and remedial plans will be reported to the SFR National Board; SFR Medical National User Group.

17.2.11 Future frequency of Audits can be reviewed and as directed by the SFR National Board.

18. Complaints and Risks

18.0 Complaints Procedure

18.0.1 Where a complaint is received about the standard of the Services or any other matter connected with the performance of the Suppliers obligations under the Call-Off Contract, then the Contracting Authority shall take reasonable steps to investigate and resolve the complaint with the Supplier.

18.0.2 This may follow Action Plans and Rectification Plans

18.1 Action Plans

18.1.1 Where a Call-Off Contract Performance by the Supplier is not meeting the KPIs within this SLA; the Contracting Authority working with the Supplier can introduce an "Action Plan" to encourage and focus on the areas required to meet the contract obligations.

18.1.2 Both Parties will agree the timelines to complete the Action Plan and the continued monitoring at Local Contract Management Meetings between the Supplier and the Contracting Authority.

18.1.3 Either party can request the support of the Chair of the Medical SFR National User Group, to facilitate discussions and support both parties to reach a resolution.

18.2 Rectification Plans

18.2.1 Where a Supplier does not deliver on the agreed Action Plan, the Contracting Authority can escalate to a Rectification Plan to provide further opportunities for the Supplier to meet their contract obligations.

18.2.2 Where the Supplier continues to not meet the Rectification Plan and acknowledges they cannot meet their contractual obligations both Parties can then escalate the issues to the CCS Framework Agreement Contract Dispute Resolution Procedures, who will then act as independent facilitator to help reach and resolve the issues to the satisfaction of all parties.

19. Intellectual Property Rights

19.0.1 To note the Medical SFR National Template has been designed by FCN for use nationally with the aim to ensure the forensic reports entering the Criminal Justice System are standardised and easily recognised by Judiciary, magistrates, and legal representatives. FCN reserve the right to continue to use this designed Medical SFR Report as is and or with future changes as agreed with FCN, without any limitations or liabilities by the Supplier, now or in perpetuity. In addition: All Intellectual Property Rights in relation to the Medical SFR National Template provided to the Supplier by the Authority and/or Chief Constable if applicable shall remain the Authority's property absolutely.

19.0.2 The Contracting Authority acknowledges that all Intellectual Property Rights in the Software; any Maintenance Releases; and any software development or improvements including AI, belong and shall belong to the Supplier, and the Contracting Authority shall have no rights in or to the Software OR A1 other than the right to use it in accordance with the terms of any Call-Off Contract.

19.0.3 In relation to the scope of the access, the Supplier grants to the Authority a non-exclusive access to the software license for the use the Software as intended, to allow the Supplier to complete the Service (deliverables) required under the terms of any Call-Off Contract.

19.0.4 In so much as the "Deliverables" of the call-off contract belong to the Authority; such right to use the deliverables is also therefore granted by the Authority(s) to the Crown Prosecution Service (CPS) and other such Authorities to be used in conjunction with and solely for the investigation of criminal cases and the resulting prosecutions.

19.0.5 Intellectual Property pre-existing at the Commencement Date and owned by the Supplier shall be licensed to the Authority as far as it is necessary for the Authority to exercise its rights under the Call-Off Contract. Such a license shall be perpetual, irrevocable, and royalty-free based on this Call-Off Contract and national rate card.

19.0.6 The Contracting Authority and the Supplier shall not in whole or in part:

19.0.6.1 sub-license or assign the benefit or burden of this licence.
19.0.6.2 or novate the benefit or burden of this licence in
19.0.6.3 allow the Software to become the subject of any charge, lien, or encumbrance; and
19.0.6.4

19.0.7 deal in any other manner with any or all of its rights and obligations under this Call-Off Contract without the prior written consent of all parties the Contracting Authority & Supplier, such consent not to be unreasonably withheld or delayed.

20. Conflict of Interest & Publicity

20.0 Conflict of Interest & Reputation

20.0.1 In providing the Services, the Supplier and Suppliers staff shall not do any act or thing nor permit any situation to arise whereby a conflict, or a potential conflict arises or may arise between the interests of the Contracting Authority and the interests of the Supplier and/or bring the Contracting Authority into disrepute.

20.0.2 The Supplier shall notify the Contracting Authority in writing as soon as reasonably practicable, and in any event within 5 Working Days, of being aware of any such incident occurring.
The Supplier shall provide to the Contracting Authority details of:

a) the identity of any person.
b) the details of the Reputational Concern Event; and
c) regularly updates until the conclusion of the Reputational Concern Event.

20.0.3 The Supplier shall comply with any reasonable instructions from the Contracting Authority to end, avoid or mitigate the effect of any actual or potential conflict of interest.

21. Change Variation Specification

21.0 Agreement to Changes

21.0.1 There can be no changes to the SLA, Technical and Quality Standards unless agreed in writing by the Chair of Medical SFR National User Group and where necessary in conjunction with the FCN National SFR Board.

21.0.2 Due time will be permitted for the Supplier to adopt and adapt any such changes to the SLA, Technical and Quality Standards and an agreed date between the Contracting Authorities and the Supplier.
21.0.3 Change Variation Request - Specification Template Appendix 26.1

22. Dispute Resolution Procedure

22.0 First Steps

22.0.1 In the first instance, the Supplier and Contracting Authority should work together to resolve any contract disputes arising between the parties relating to the Call-Off Contract.

22.1 Levels of Resolution

Level	Contracting Authority	Suppliers Contact Details to be agreed at Call-Off
1	Internal Contract Manager	Supplier Contract Manager
2	Head of Procurement	
3	Director / Chief Inspector	

22.1.1 Where there is still no resolve, the issues can be escalated to the CCS Framework Agreement Contract Dispute Resolution Procedures, who will then act as independent facilitator to help reach and resolve the issues to the satisfaction of all parties.

22.1.2 Should this approach not result in a satisfactory outcome, the parties may conclude an agreed termination is the next step, with an agreed Exit Strategy put into place. (Appendix 26.4)

23. Termination

23.0 Termination

23.0.1 Where the Contracting Authority is "Terminating" a Call-Off Contract, Appendix 26.3 Termination Notice to be completed. This should also then ensure the Exit Management Plan is outlined in Appendix 26.4, which the Supplier and Contracting Authority must follow during the Term and/or in relation to any expiry or early termination of any Call-off Contract.

23.0.2 Persistent failure by the Supplier to meet the agreed service levels as specified within the SLAs and KPIs may lead to the contract being ended or alternative Supplier(s) being appointed by the Contracting Authority to maintain levels of service.

23.0.3 Prior to early termination the complaints and escalation procedure should be followed to try to resolve any issue. Should a suitable resolution not be achieved, the Contracting Authority will be allowed to end the SLA immediately (Appendix 26.3) and outlined in their Exit Plan (Appendix 26.4).

23.0.4 All existing requests for SFR's issued prior to notice of termination shall be completed as if the Agreement were still in effect.

23.0.5 No new request for SFRs will be issued after service of notice of termination unless specifically agreed by between the parties.

24. Exit Strategy

24.0 Exit Strategy & Plan

24.0.1 Means the Contracting Authority and the Supplier's exit requirements, as outlined in Appendix 26.4 Exit Plan Template.

24.1 Ongoing Processing of Police Data (UK GDPR)

24.1.1 The Contracting Authority must include in their Exit Plan the requirement for any ongoing "processing" of police data, this includes the ongoing storage and archive, even when the contract to supply the Medical SFR Service has reached the natural completion date or early agreed termination date.

24.1.2 The Contracting Authority and Supplier can agree that all police data is returned to the Contracting Authority at the natural end of a contract or early termination of a contract.

24.1.3 OR where there is an agreement by both parties to keep the Services of the Supplier to retain the storage and archiving of police data an appropriate contract must be put in place to support the continuing responsibilities of both the Contracting Authority (Controller) and the Supplier (Processor)

25. Innovation and Research

25.0.1 The National SFR Board are interested in researching current and new approaches in developing the Service and would welcome working with the Supplier on innovation and research.

25.0.2 In addition, the Medical SFR National User Group are keen to work with Suppliers over the lifetime of the contracts to review any continuous improvement projects, streamline the process, remove any waste, and adopt LEAN approach where possible.

25.0.3 It is a requirement of any Call-Off Contract that Suppliers highlight any future product developments that would either reduce costs or improve the quality of the Services supplied.

25.0.4 The Supplier will continue to develop the software and Service available to the Contracting Authority. Any such developments can be offered under the contract for acceptance or to decline.

25.0.5 Any such developments must be approved by both the Medical SFR National User Group in the first instance and where necessary to be approved by the National SFR Board, prior to accepting and implementation.

25.0.6 If a change to this specification, a transition period would be expected to allow Supplier time to adapt and make necessary changes.

26. Appendix – Templates

26.0 Change Variation Specification

THE SUPPLIER ACKNOWLEDGES TO THE CONTRACTING AUTHORITY THAT REQUIREMENTS FOR THE SERVICES MAY CHANGE DURING THE TERM AND THE SUPPLIER SHALL NOT UNREASONABLY WITHHOLD OR DELAY ITS CONSENT TO ANY REASONABLE VARIATION OR ADDITION TO THE SPECIFICATION, AS MAY BE REQUESTED BY THE CONTRACTING AUTHORITY FROM TIME TO TIME.

IN ADDITION, THE SUPPLIER MAY OFFER REQUEST FOR CHANGE IN LINE WITH THE SPECIFICATION THAT IS OPEN FOR REVIEW BY THE CONTRACTING AUTHORITY.

THIS CHANGE REQUEST FORM SHOULD BE COMPLETED BY THE PARTY REQUESTING THE CHANGE AND APPROVED BY THE OTHER PARTY TO THE CONTRACT. THE COMPLETED CHANGE REQUEST FORM SHOULD BE HELD ON FILE AS AN AUDITABLE DOCUMENT.

CV NO:	TITLE/SUBJECT OF CHANGE:
PROJECT:	SUPPLIER NAME AND REFERENCE NO.:
DATE OF REQUEST:	CONTRACT CHANGE REQUIRED BY DATE:
REQUESTED BY (CONTRACTING AUTHORITY/SUPPLIER):	
AREA(S) IMPACTED (OPTIONAL FIELD):	
FULL DESCRIPTION OF REQUESTED CONTRACT CHANGE:	
REASONS FOR AND BENEFITS AND DISADVANTAGES OF REQUESTED CONTRACT CHANGE:	
COSTS OF PROPOSED CHANGE & AGREEMENT OF FINANCES:	
NAME OF REPRESENTATIVE (Requesting Change):	
SIGNATURE OF REPRESENTATIVE:	

DATE OF REQUEST:
NAME OF REPRESENTATIVE (Approving the change)
SIGNATURE OF REPRESENTATIVE: (Approving the change)
DATE CHANGE TO TAKE EFFECT FROM – TO:

26.1 Contract Dispute Resolution Notice

THE DISPUTE NOTICE FORM TO BE COMPLETED BY EITHER OF THE PARTIES TO THE CONTRACT TO OUTLINE THE DETAILS OF THE DISPUTE ARISING DURING THE LIFE OF THE CONTRACT. AND TO RECORD THE MEETINGS AND OUTCOME OF THE MEETINGS HELD.

IN THE FIRST INSTANCE, THE CONTRACTING AUTHORITY AND SUPPLIER SHOULD WORK TOGETHER AND TRY TO RESOLVE ANY ISSUES LOCALLY. WHERE NOT SUCCESSFUL IN RESOLVING THE DISPUTE THE ESCALATION PROCESS WILL BE IMPLEMENTED TO SEEK A SATISFACTORY OUTCOME ACCEPTABLE TO ALL PARTIES.

THE COMPLETED DISPUTE NOTICE FORM SHOULD BE HELD ON FILE BY THE CONTRACTING AUTHORITY AS AN AUDITABLE DOCUMENT.

Date Dispute Resolution Commenced	DATE & LEVEL
Meeting Requested by:	Name & Title of person and organisation
Meeting Attendees	Name & Title of the person and organisation
Date & Venue/Teams of Meeting	
Full Description of Issues and concerns:	
Areas Impacted:	

Solutions for Discussion:
SIGNATURE OF REPRESENTATIVE:
DATE OF REQUEST:

DISPUTE NOTICE Form Part 2

Meeting Attendees	Name & Title of the person and organisation of all those who attend meeting.
Date of Meeting & Venue of meeting	
Decisions 1.	
Actions 1.	
Next Steps 1.	
Date Issued to attendees:	

26.2 Notice of Termination

WHERE THE DISPUTE & RESOLUTION PROCEDURE HAS BEEN EXHAUSTED WITH BOTH PARTIES AGREEING TO AN EARLY TERMINATION THE FOLLOWING NOTICE OF TERMINATION IS SERVED

Date Notice Termination	DATE
Contracting Authority	Name & Title of person and organisation
Supplier	Name & Title of the person and organisation
Date Notice is to take effect	DATE
Full disclosure of reasons for early termination	
Mediation process undergone & Resolution.	
Actions Agreed: Agreement to progress to an early Exit Strategy (Appendix 26.4):	
Contracting Authority Signature and Printed name & Date	
Suppliers Acknowledgement: Signature, Printed name & Date	

26.3 Exit Plan

This EXIT PLAN TEMPLATE describes the process which parties shall agree an exit plan within 6 months of Calling-Off a contract for Medical SFR.

PARTIES	NAME	CONTACT

The purpose of the Exit Plan is to:

- To enable the transfer of knowledge
- To provide for the transfer between parties and
- To minimise any disruption to either parties during and as a result of the handover of the SLA and Service to either the Contracting Authority or a New Provider

The Exit Plan shall be in accordance with the following principles:

- The Supplier will continue to perform the SLA with the Contracting Authority for the period of the termination until the handover of the Service to the Contracting Authority or their nominated new provider.
- The Contracting Authority will pay the Supplier for the Services received during the termination period as set out in the SLA.
- Any assets used during the SLA will be returned to the owning Contracting Authority
- Each party shall at its own costs provide all reasonable assistance to the other in the preparation and the implementation and delivery of the Exit Plan.

The parties agree that the Exit Plan shall include but need not be limited to the following provisions.

1. The timetable for the handover of the Service to the Contracting Authority or to the new provider.
2. Procedures for the transfer of knowledge and confidential information between parties.
3. Arrangements for the migration of any data held by either party to be transferred to the owner.
4. Any arrangements in respect of any employees eligible under TUPE to be transferred to the Contracting Authority or new provider.
5. Arrangements and agreement of the calculation of final monies due to be paid to the Supplier that covers at cost any agreed and outstanding funds at the point of exit.
6. Finally, arrangements around any monies due to the Supplier or Refunds due to the Contracting Authority as settlement in full by 5pm on the exit day.

The Parties will review and if deemed necessary amend the Exit Plan on each anniversary of the initial commencement date. Both parties shall return and shall cease to use the other party's confidential information on termination of the SLA in accordance with the Exit Plan.