

DMPC Decision – PCD 734

Title: Digital Public Contact Programme Transfer of Contracting Authority to MOPAC

Executive Summary:

This paper sets out the case for MOPAC to act in the role of Host Authority for the Home Office funded Digital Public Contact (DPC) Programme.

This paper seeks approval for MOPAC to:

- be a signatory party to the Home Office Grant Agreement;
- act as employer to the Fixed Term Contract (FTC) staff across the programme and enter into secondment agreements for seconded staff across the programme both via the MPS; and
- enter into a short term Memorandum of Agreement (MOA) with the Police ICT Company for the use of the supplier contracts required to deliver the programme pending future novation to MOPAC (MPS).
- note that there are no funding implications for MOPAC or the MPS in this request. The approved MPS contribution to Single On Line Home (SOH) of £1.4m per annum approved in the original business case is a capped value fully funded in the Digital Policing (DP) approved budget.

Recommendation:

The Deputy Mayor for Policing and Crime is recommended to:

1. Approve the role of MOPAC as Contracting Authority for the Home Office funded DPC Programme, which involves:
 - Being a signatory party to the Home Office Grant Agreement;
 - Act as employer through the MPS for the FTC staff across the programme;
 - Enter into new secondment agreements through the MPS for the seconded staff across the programme;
 - Enter into an MOA with the Police ICT Company for the associated supplier contracts pending formal novation to MOPAC.
2. Approve future novation of supplier contracts to MOPAC (MPS) from Police ICT Company. The intention is for this activity to complete by end June 2020. MPS Commercial to progress due diligence activities to support this. (NOTE: The supplier contracts will be available for other national programmes as detailed in this paper)
3. Approve acceptance of Home Office funding of £12.61m to fund the DPC Programme with the Home Office Grant Agreement to be signed to formalise this agreement for 2020/21;

4. Approve acceptance of up to circa £800k from British Transport Police (BTP) to cover the development of SOH functionality for BTP and onboard them to the platform (as a non-Home Office force, BTP must provide a PTF equivalent contribution)
5. Enter into new employment contracts for the FTC and seconded staff required to deliver the programme by no later than 01 June 2020. Note there are no funding implications for MOPAC or the MPS in this request. The approved MPS contribution to Single Online Home (SOH) of £1.4m per annum approved in the original business case is a capped value fully funded in the DP approved budget.

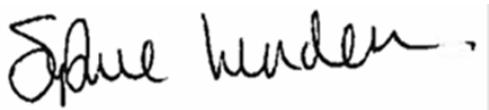
Deputy Mayor for Policing and Crime

I confirm I have considered whether or not I have any personal or prejudicial interest in this matter and take the proposed decision in compliance with the Code of Conduct. Any such interests are recorded below.

The above request has my approval.

Signature

Date 30/3/20



PART I - NON-CONFIDENTIAL FACTS AND ADVICE TO THE DMPC

1. Introduction and background

- 1.1. The NPCC Digital Public Contact Programme, one of the programmes within the Digital Policing Portfolio, is currently hosted by Sussex PCC under the direction of CC Giles York as Portfolio SRO, with CC Simon Cole as the DPC SRO. Sussex PCC has made the decision that it does not wish to act as Contracting Authority for DPP beyond 31st May 2020. The DPP and Home Office have therefore, engaged with the MPS and MOPAC to assess the option for MOPAC to act as Contracting Authority for the period 1 April 2020 until 31 March 2021. Home Office are drafting a Grant Agreement covering £12.61m detailing the Contracting Authority terms and conditions which would come into existence on 1 April 2020.

2. Issues for consideration

Role of Contracting Authority

Grant Agreement

- 2.1. The role of Contracting Authority for the DPC Programme will require MOPAC to be a signatory on the Grant Agreement with the Home Office to agree the funding for the programme. The Grant Agreement includes a series of standard terms and conditions and also outlines the criteria that DPC must adhere to in order for the funding to be released. The programme team are familiar with the process for the release of funding and are experienced in the monthly reporting cycle that monitors progress against the milestones and manages any programme changes encountered during delivery.
- 2.2. It should be noted that during the lifetime of the DPP, LETU (Law Enforcement Transformation Unit) have never withheld payment against the Grant Agreement. The change process for managing changes in scope or delays to delivery is well embedded and understood across the portfolio. DPC will take on this change process at programme level in 2020/21.
- 2.3. A signed Grant Agreement is required for the release of any funds to support the DPC Programme. MOPAC and the MPS will not enter into any contractual agreements including novations unless the substance of the grant agreement has been approved by all parties.

Employer for Programme staff

- 2.4. The role of Contracting Authority will also require MOPAC to act as Employer for the DPC Programme team via the MPS. There are a number of Fixed Term Contract staff and secondees across the programme. The existing contracts of employment / secondment agreements have recently been extended with Sussex and will come to an end 31st May 2020. The reason for this extension was to provide sufficient time for HR processes to be conducted and completed following the delayed funding announcement in February 2020. As a result, for the first two months of 2020/21 a recharge will need to be established with Sussex PCC to cover the staff salaries and on costs. The process for such recharge is well understood by Sussex as the programme has utilised the recharge for staff across the lifetime of the grant to date.

- 2.5. MPS HR and Sussex HR have held a kick off session to discuss the existing staff arrangements and establish whether TUPE is applicable. MPS HR, have indicated the intention will be to mirror TUPE to achieve a lift and shift of the existing staff. This is critical for in-flight programme delivery and to avoid any loss of knowledge at the end of the existing FTC arrangements. MPS HR have advised there is precedent for this from other NPCC hosting arrangements.
- 2.6. DPC Programme staff salary and on costs are included in the DPC Programme budget for 2020/21. In addition, a sum of £80k is included in the programme budget to cover any redundancy costs incurred at the end of the programme which represents the best estimate of liability.

Supplier Contracts

- 2.7. It has been established that the supplier contracts that support the delivery of the Digital Public Contact programme will be novated to the Police ICT Company at the end of March 2020 in line with the agreed decommissioning plan for the DPP. MPS Commercial and Digital Policing have stated that this must be an interim measure to meet the need to have the contracts novated away from Sussex PCC by 1st April 2020. The Home Office has agreed that efforts should be made to complete a second transition to MOPAC (MPS) by 30 June 2020. The driver behind this double novation is to bring the contracts into the control of MPS Commercial. It must be noted that the supplier contracts are utilised by all four programmes within DPP. As the programmes move to separate Contracting Authorities in 2020/21, they will each have ongoing requirements against these supplier contracts. There is a recognition within MPS Commercial that other National Programmes will want to access the contracts when novated to MOPAC, and this will be achieved in a commercial manner with appropriate procedures in place to balance the needs of the many with suitable commercial controls to ensure the total contract value is not breached. With this in mind, any action to conduct a further novation of the contracts from Police ICT Company to MOPAC will ensure that the contracts will be made available to the other national programmes and MPS Commercial will ensure appropriate contract management arrangements and invoicing is in place to facilitate this.
- 2.8. Under the initial arrangement with supplier contracts sitting with the Police ICT Company, the DPC Programme Lead and SRO will agree individual Statements of Work (SoWs) against each supplier contract for delivery of services in line with the agreed DPC programme scope and budget for 2020/21. Subject to allowing sufficient flexibility to vary the delivery mechanism for those elements that will be an MPS delivery responsibility as set out below.
- 2.9. MPS Digital Policing will deliver the technology elements of the DPC programme including specification, design and delivery and assurance and of the technical solutions. The options and cost implications of a move from the current service delivery model and scope of supplier services are to be presented by MPS Digital Policing to the DPC Programme Board for consideration. Governance will be through the DPC Programme Board with the DPC SRO as the ultimate decision maker for the programme funded elements of the service

Finance

- 2.10. MPS finance will manage finance processes and responsibilities under the Grant Agreement after the handover from DPP. MPS Finance will also manage the cash flow

arrangements for payment of Grant Agreement monies balanced with payment of DPC programme costs and expenses (staff salaries, supplier invoices etc.). The Grant Agreement standard terms and conditions have also been shared with the MPS for review and to provide an understanding of the reporting required to facilitate the release of grant monies. Grant funds are released quarterly in arrears. Details of the finance implications are included in the Financial Comments section below.

Programme Scope

2.11. The scope for the DPC Programme in 2020/21 has been agreed through the DPC Programme Board and the DPC SRO as:

- Completion of the on-boarding of the four Welsh forces;
- Complete on-boarding of an additional three forces by March 2021;
- Delivery of the strategic integration hub procurement;
- Implementation of the strategic integration hub platform;
- Development of 5-10 nationalised services on SOH.

2.12. It must be noted that the funding for the Strategic Integration Hub (£3.2m of the £12.61m Home Office funding) is currently based on estimates. The work to deliver the Strategic Integration Hub will require the completion of a procurement exercise. It is not until the conclusion of the procurement exercise that the true final cost will be known. In line with the Single Online Home platform procurement in September 2018, it is proposed that the Supplier contract for the Integration Hub will not be signed and awarded until a further governance paper has been through the Home Office and the PIB and IAM decision making Boards. Ensuring ongoing financial sustainability of the platform ahead of its implementation will be crucial. An assessment of the affordability for forces will be required because forces will need to cover the run costs through their charging model contribution. Both LETU and the MPS have discussed in detail the potential that these costs may evolve during the financial year, and it is well-understood that a reappraisal of the costs will be required during the year and an additional in-year funding request may be required or the work will be put on hold to avoid exposure of MOPAC to unfunded expenditure.

2.13. In response to the current COVID-19 operational pressures, the programme and National Digital Team have highlighted to the Home Office that it is difficult to plan for more than a quarter in advance, noting that there may be a need to alter scope to best support onboarded forces through these unprecedented times. The teams are currently assessing the need from forces (SOH and non) for urgent deployment of services through Single Online Home and/or Police.UK to support at risk force contact centre teams. The focus of prioritised services and on-boarding schedule may, therefore, be subject to further changes. Q1 scope has been agreed as best possible in the current operational climate, the scope of subsequent quarters will be defined and agreed with the Home Office through the stage gate process at the end of each quarter.

Risks

Risk	RAG	Mitigation	Controlled RAG
Governance to approve MOPAC role as Contracting Authority may not have completed by end of March preventing signature ahead of 1 April 2020. No grant		Approval of this governance paper should allow formal approval for MOPAC to act as Contracting Authority. In addition, the standard Grant Agreement terms and conditions have been circulated for timely review. The DPC Programme	

monies can be released until a signed Grant Agreement is returned to the Home Office.		specific schedule will be signed off by MPS before submission to LETU. LETU have already provided MOPAC with a Grant Award letter to confirm the Grant Agreement amount, confirming that the money has been held for DPC.	
The Grant Award funding is insufficient to cover the cost of delivering the DPC Programme in FY20/21.		The Programme scope and budget request has been produced by the DPC Programme team to ensure expenditure and delivery scope are in line with the budget envelope. Furthermore, the DPC Programme are well adept at managing the budget throughout the year and have experience of responding to in-year Home Office savings requests. They are well versed in managing the budget accordingly.	
There are insufficient timescales to complete the transfer of staff from the existing employer (Sussex PCC) to the MPS by 1st June 2020.		MPS HR and Sussex HR are engaged and working together to develop the detailed plan of activities. A Met Change HR Lead is to be assigned 9/3/20 to drive activity on the MPS side.	
There may be additional cost through SSCL processing incurred as a result of the transfer of staff.		Met HR Change Lead will commission SSCL to produce an early indication of timescales and potential costs for consideration.	
Delays to staff transfer arrangements may lead to a loss of existing programme resources, which would lead to a loss of knowledge.		Met HR and the DPC Programme team are working closely together to understand the activities and timescales invoiced in the transfer and to enable timely communication with staff. As this detailed plan is developed, the risk of knowledge loss will be mitigated through thorough capture of documentation and communications to enable a robust handover if required.	
Delays to staff transfer arrangements may lead to a loss of existing programme resources, which would lead to an impact on in-flight delivery timescales.		Met HR and the DPC Programme team are working closely together to understand the activities and timescales involved in the transfer and to enable timely communication with staff. As this detailed plan is developed, the risk of staff leaving and delays to programme delivery will be managed accordingly.	
The Grant Award provides insufficient funding for the Integration Hub element of the programme in FY20/21.		It is well understood that the Integration Hub funding envelope is based on estimates and requires further confirmation. It has been agreed that a further governance paper will be required to confirm the cost to deliver and run the Integration Hub platform. MOPAC will not be asked to sign the Integration Hub platform supplier contract until the full funding has been agreed and secured with LETU.	
The ongoing cost to run the Integration Hub is unaffordable for forces on the SOH platform.		The Integration Hub supplier contract will not be awarded until a further governance paper has been approved through MOPAC and Home Office governance. This paper will need to demonstrate financial sustainability of the Integration Platform.	
Programme delivery is delayed against the agreed milestones and stage gates in the Grant Agreement, delaying payment.		The DPC Programme has robust reporting and change control processes in place. In addition, open dialogue with LETU is well established to identify delays early and mitigate any impact on cost or grant payment.	

3. Financial Comments

- 3.1. The funding to be received through the Home Office grant for DPC in 2020/21 amounts to £12.61m.

- 3.2. The maintenance of the SOH platform and deployment to an additional 7 forces plus British Transport Police (BTP), is forecast to cost £17.317m in 2020/21 funded from Home Office Police Transformation Funding (PTF) and force contributions.
- 3.3. The table below demonstrates the outgoings to be covered by MOPAC in their role as Contracting Authority offset against the funding received from the Home Office and on-boarded force contributions.
- 3.4. The maintenance of the SOH platform, delivery of Strategic Integration Hub and deployment to an additional 7 forces plus BTP is forecast to cost £36.2m up to 2024/25 funded from Home Office funding and force contributions.

DPC Programme Cost		FY20/21	FY21/22	FY22/23	FY23/24	FY24/25	Total
Money In	HO Grant Agreement Funding	12,610,000					12,610,000
	BTP Funding	242,052					242,052
	Income From Forces	4,465,647	4,577,288	4,691,720	4,809,013	4,809,013	23,352,681
	Total	17,317,699	4,577,288	4,691,720	4,809,013	4,809,013	36,204,733
Money Out	Programme Team (FTC)	1,209,073					1,209,073
	Programme Support	2,974,201					2,974,201
	NDT Team & CDS Platform Costs	4,465,647	4,577,288	4,691,720	4,809,013	4,809,013	23,352,681
	Additional NDT & CDS (incl. onboarding)	3,117,000					3,117,000
	Deployment & Transition	1,921,964					1,921,964
	Accommodation, IT, HR, Legal & Comms	338,846					338,846
	Integration Hub	3,290,968					3,290,968
	Total	17,317,699	4,577,288	4,691,720	4,809,013	4,809,013	36,204,733

MPS Finance Case

- 3.5. There is no funding impact on MPS from this request as the Home Office, DPC and MPS have agreed that the MPS will not contribute to SOH more than the current £1.4m (capped) MPS annual budget.

Impact on Capital

- 3.6. There is no impact on capital with the SOH, DPC capital fully funded from Home Office funding and onboard force contributions.

Capital Expenditure	19/20 £k	20/21 £k	21/22 £k	22/23 £k	23/24 £k	Total £k
Home Office Capital Receipts	2,563	4,847	867	867	867	10,011
MPS Contribution to SOH	2,563	4,847	867	867	867	10,011
Total Planned Spend	2,563	4,847	867	867	867	10,011
Variance To Plan	0	0	0	0	0	0

Impact on revenue

- 3.7. There is no impact on revenue with the MPS SOH contribute capped at £1.4m.

Revenue	19/20 £k	20/21 £k	21/22 £k	22/23 £k	23/24 £k	Total £k
DP / DMC Budget	1,400	1,400	1,400	1,400	1,400	7,000
MPS Contribution to SOH	1,400	1,400	1,400	1,400	1,400	7,000
Total Planned Spend	1,400	1,400	1,400	1,400	1,400	7,000
Variance To Budget	0	0	0	0	0	0

4. Legal Comments

- 4.1. Paragraph 4.8 of the MOPAC Scheme of Consent and Delegation provides the Deputy Mayor for Policing and Crime reserves the right to approve bids for grant funding made.
- 4.2. MOPAC shall conduct due diligence in respect to the Supplier contracts to ensure the terms of the Supplier contracts are acceptable to MOPAC and that the contracts are capable of novation.
- 4.3. Prior to the novation MPS shall ensure legal advice is obtained to ensure the relevant provisions are contained in the Supplier contracts to ensure the novation is compliant with the Public Contracts Regulations 2015.
- 4.4. Changing the parties to the contract may be considered a material change unless expressly permitted in accordance with Regulation 72(1)(a), where the change is expressly permitted in the contract. MPS have to date not have sight of the Supplier Contracts but understand that the Supplier contracts have been entered into via the CCS G-Cloud Framework Agreement and are upon G-Cloud Call-Off contract term, provided this is the case G-Cloud terms do allow for contracts to be novated other bodies (public or private) performing the functions of the original contracting body.

5. Commercial Issues

- 5.1. This paper does not require the procurement of any goods or services. Use of existing supplier contracts will be managed, at least initially, through an MOA with Police ICT Company.

6. GDPR and Data Privacy

- 6.1. The MPS is subject to the requirements and conditions placed on it as a 'State' body to comply with the European Convention of Human Rights and the Data Protection Act (DPA) 2018. Both legislative requirements place an obligation on the MPS to process personal data fairly and lawfully in order to safeguard the rights and freedoms of individuals.
- 6.2. Under Article 35 of the General Data Protection Regulation (GDPR) and Section 57 of the DPA 2018, Data Protection Impact Assessments (DPIA) become mandatory for

organisations with technologies and processes that are likely to result in a high risk to the rights of the data subjects.

- 6.3. A DPIA has been completed for this project and will remain a live document until implementation is complete. The project will ensure a privacy by design approach, which will support finding and fixing problems at the early stages of any project, ensuring compliance with GDPR. DPIAs support the accountability principle, as they will ensure the MPS complies with the requirements of GDPR and they demonstrate that appropriate measures have been taken to ensure compliance.

7. Equality Comments

- 7.1. Equality assessments were carried out when the MPS took on responsibility and became the Host Organisation for SOH and the National Digital Team. Nothing has changed since this assessment was conducted.

8. Background/supporting papers

- 8.1. Report

Public access to information

Information in this form (Part 1) is subject to the Freedom of Information Act 2000 (FOIA) and will be made available on the MOPAC website following approval.

If immediate publication risks compromising the implementation of the decision it can be deferred until a specific date. Deferral periods should be kept to the shortest length strictly necessary.

Part 1 Deferral:

Is the publication of Part 1 of this approval to be deferred? NO

If yes, for what reason:

Until what date: [Insert date]

Part 2 Confidentiality: Only the facts or advice considered as likely to be exempt from disclosure under the FOIA should be in the separate Part 2 form, together with the legal rationale for non-publication.

Is there a **Part 2** form –NO

ORIGINATING OFFICER DECLARATION

Tick to confirm statement (✓)

Financial Advice:

The Strategic Finance and Resource Management Team has been consulted on this proposal.

✓

Legal Advice:

The MPS legal team has been consulted on the proposal.

✓

Equalities Advice:

Equality and diversity issues are covered in the body of the report.

✓

Commercial Issues

Contracts are in keeping with the responsible procurement principles.

✓

GDPR/Data Privacy

- GDPR compliance issues are covered in the body of the report.
- A DPIA has been completed for Single Online Home.

✓

Director/Head of Service:

The Interim Chief Finance Officer has reviewed the request and is satisfied it is correct and consistent with the MOPAC's plans and priorities.

✓

Interim Chief Executive Officer

I have been consulted about the proposal and confirm that financial, legal and equalities advice has been taken into account in the preparation of this report. I am satisfied that this is an appropriate request to be submitted to the Deputy Mayor for Policing and Crime.

Signature

Date 27/3/20





MOPAC

MAYOR OF LONDON
OFFICE FOR POLICING AND CRIME

Digital Public Contact Programme Business Justification Paper

MOPAC Investment Advisory Meeting

Report by Angus McCallum on behalf of the Deputy Commissioner

Part 1 – This section of the report will be published by MOPAC. It is classified as OFFICIAL – PUBLIC

EXECUTIVE SUMMARY

This paper sets out the case for MOPAC to act in the role of Host Authority for the Home Office funded Digital Public Contact (DPC) Programme.

This paper seeks approval for MOPAC to:

- be a signatory party to the Home Office Grant Agreement;
- act as employer to the Fixed Term Contract (FTC) staff across the programme and enter into secondment agreements for seconded staff across the programme both via the MPS; and
- enter into a short term Memorandum of Agreement (MOA) with the Police ICT Company for the use of the supplier contracts required to deliver the programme pending future novation to MOPAC (MPS).
- note that there is no funding implications for MOPAC or the MPS in this request. The approved MPS contribution to Single On Line Home (SOH) of £1.4m per annum approved in the original business case is a capped value fully funded in the DP approved budget.

Recommendations

The Deputy Mayor for Policing and Crime and MPS Portfolio Investment Board (PIB) is asked to:

1. Approve the role of MOPAC as Contracting Authority for the Home Office funded DPC Programme, which involves:
 - Being a signatory party to the Home Office Grant Agreement;
 - Act as employer through the MPS for the FTC staff across the programme;
 - Enter into new secondment agreements through the MPS for the seconded staff across the programme;
 - Enter into an MOA with the Police ICT Company for the associated supplier contracts pending formal novation to MOPAC.

2. Approve future novation of supplier contracts to MOPAC (MPS) from Police ICT Company. The intention is for this activity to complete by end June 2020. MPS Commercial to progress due diligence activities to support this. (NOTE: The supplier contracts will be available for other national programmes as detailed in this paper)
3. Approve acceptance of Home Office funding of £12.61m to fund the DPC Programme with the Home Office Grant Agreement to be signed to formalise this agreement for 2020/21;
4. Approve acceptance of up to circa £800k from British Transport Police (BTP) to cover the development of SOH functionality for BTP and onboard them to the platform (as a non-Home Office force, BTP must provide a PTF equivalent contribution)
5. Enter into new employment contracts for the FTC and seconded staff required to deliver the programme by no later than 01 June 2020. Note there is no funding implications for MOPAC or the MPS in this request. The approved MPS contribution to SOH of £1.4m per annum approved in the original business case is a capped value fully funded in the DP approved budget.

Time sensitivity

Sussex PCC have indicated that they are not prepared to continue in the role of contracting authority beyond 31st March so a decision is required from the Deputy Mayor by 27th March 2020. This will enable Home Office Grant Agreements for 2020/21 to be in place by 1 April 2020. In addition, the MOA with the Police ICT Company for use of the supplier contracts would need to be signed by the 30 March 2020 to enable novation by the 31st March.

Non-confidential facts and advice to the Deputy Mayor for Policing and Crime

Introduction and background

1. The NPCC Digital Public Contact Programme, one of the programmes within the Digital Policing Portfolio, is currently hosted by Sussex PCC under the direction of CC Giles York as Portfolio SRO, with CC Simon Cole as the DPC SRO. Sussex PCC has made the decision that it does not wish to act as Contracting Authority for DPP beyond 31st May 2020. The DPP and Home Office have therefore, engaged with the MPS and MOPAC to assess the option for MOPAC to act as Contracting Authority for the period 1 April 2020 until 31 March 2021. Home Office are drafting a Grant Agreement covering £12.61m detailing the Contracting Authority terms and conditions which would come into existence on 1 April 2020.

Issues for consideration

Role of Contracting Authority

Grant Agreement

2. The role of Contracting Authority for the DPC Programme will require MOPAC to be a signatory on the Grant Agreement with the Home Office to agree the funding for the programme. The Grant Agreement includes a series of standard terms and conditions and also outlines the criteria that DPC must adhere to in order for the funding to be released. The programme team are familiar with the process for the release of funding and are experienced in the monthly reporting cycle that monitors progress against the milestones and manages any programme changes encountered during delivery.
3. It should be noted that during the lifetime of the DPP, LETU (Law Enforcement Transformation Unit) have never withheld payment against the Grant Agreement. The change process for managing changes in scope or delays to delivery is well embedded and understood across the portfolio. DPC will take on this change process at programme level in 2020/21.
4. A signed Grant Agreement is required for the release of any funds to support the DPC Programme. MOPAC and the MPS will not enter into any contractual agreements including novations unless the substance of the grant agreement has been approved by all parties.

Employer for Programme staff

5. The role of Contracting Authority will also require MOPAC to act as Employer for the DPC Programme team via the MPS. There are a number of Fixed Term Contract staff and secondees across the programme. The existing contracts of employment / secondment agreements have recently been extended with Sussex and will come to an end 31st May 2020. The reason for this extension was to provide sufficient time for HR processes to be conducted and completed following the delayed funding announcement in February 2020. As a result, for the first two months of 2020/21 a recharge will need to be established with Sussex PCC to cover the staff salaries and on costs. The process for such recharge is well understood by Sussex as the programme has utilised the recharge for staff across the lifetime of the grant to date.
6. MPS HR and Sussex HR have held a kick off session to discuss the existing staff arrangements and establish whether TUPE is applicable. MPS HR, have indicated the intention will be to mirror TUPE to achieve a lift and shift of the existing staff. This is critical for in-flight programme delivery and to avoid any loss of knowledge at the end of the existing FTC arrangements. MPS HR have advised there is precedent for this from other NPCC hosting arrangements.
7. DPC Programme staff salary and on costs are included in the DPC Programme budget for 2020/21. In addition, a sum of £80k is included in the programme budget to cover any redundancy costs incurred at the end of the programme which represents the best estimate of liability.

Supplier Contracts

8. It has been established that the supplier contracts that support the delivery of the Digital Public Contact programme will be novated to the Police ICT Company at the end of March 2020 in line with the agreed decommissioning plan for the DPP. MPS Commercial and Digital Policing have stated that this must be an interim measure to meet the need to have the contracts novated away from Sussex PCC by 1st April 2020. The Home Office has agreed that efforts should be made to complete a second transition to MOPAC (MPS) by 30 June 2020. The driver behind this double novation is to bring the contracts into the control of MPS Commercial. It must be noted that the supplier contracts are utilised by all four programmes within DPP. As the programmes move to separate Contracting Authorities in 2020/21, they will each have ongoing requirements against these supplier contracts. There is a recognition within MPS Commercial that other National Programmes will want to access the contracts when novated to MOPAC, and this will be achieved in a commercial manner with appropriate procedures in place to balance the needs of the many with suitable commercial controls to ensure the total contract value is not breached. With this in mind, any action to conduct a further novation of the contracts from Police ICT Company to MOPAC will ensure that the contracts will be made available to the other national programmes and MPS Commercial will ensure appropriate contract management arrangements and invoicing is in place to facilitate this.
9. Under the initial arrangement with supplier contracts sitting with the Police ICT Company, the DPC Programme Lead and SRO will agree individual Statements of Work (SoWs) against each supplier contract for delivery of services in line with the agreed DPC programme scope and budget for 2020/21. Subject to allowing sufficient flexibility to vary the delivery mechanism for those elements that will be an MPS delivery responsibility as set out below.
10. MPS Digital Policing will deliver the technology elements of the DPC programme including specification, design and delivery and assurance and of the technical solutions. The options and cost implications of a move from the current service delivery model and scope of supplier services are to be presented by MPS Digital Policing to the DPC Programme Board for consideration. Governance will be through the DPC Programme Board with the DPC SRO as the ultimate decision maker for the programme funded elements of the service

Finance

11. MPS finance will manage finance processes and responsibilities under the Grant Agreement after the handover from DPP. MPS Finance will also manage the cash flow arrangements for payment of Grant Agreement monies balanced with payment of DPC programme costs and expenses (staff salaries, supplier invoices etc.). The Grant Agreement standard terms and conditions have also been shared with the MPS for review and to provide an understanding of the reporting required to facilitate the release of grant monies. Grant funds are released quarterly in arrears. Details of the finance implications are included in the Finance Summary section below.

Programme Scope

12. The scope for the DPC Programme in 2020/21 has been agreed through the DPC Programme Board and the DPC SRO as:

- Completion of the on-boarding of the four Welsh forces;
- Complete on-boarding of an additional three forces by March 2021;
- Delivery of the strategic integration hub procurement;
- Implementation of the strategic integration hub platform;
- Development of 5-10 nationalised services on SOH.

13. It must be noted that the funding for the Strategic Integration Hub (£3.2m of the £12.61m Home Office funding) is currently based on estimates. The work to deliver the Strategic Integration Hub will require the completion of a procurement exercise. It is not until the conclusion of the procurement exercise that the true final cost will be known. In line with the Single Online Home platform procurement in September 2018, it is proposed that the Supplier contract for the Integration Hub will not be signed and awarded until a further governance paper has been through the Home Office and the PIB and IAM decision making Boards. Ensuring ongoing financial sustainability of the platform ahead of its implementation will be crucial. An assessment of the affordability for forces will be required because forces will need to cover the run costs through their charging model contribution. Both LETU and the MPS have discussed in detail the potential that these costs may evolve during the financial year, and it is well-understood that a reappraisal of the costs will be required during the year and an additional in-year funding request may be required or the work will be put on hold to avoid exposure of MOPAC to unfunded expenditure.

14. In response to the current COVID-19 operational pressures, the programme and National Digital Team have highlighted to the Home Office that it is difficult to plan for more than a quarter in advance, noting that there may be a need to alter scope to best support onboarded forces through these unprecedented times. The teams are currently assessing the need from forces (SOH and non) for urgent deployment of services through Single Online Home and/or Police.UK to support at risk force contact centre teams. The focus of prioritised services and on-boarding schedule may, therefore, be subject to further changes. Q1 scope has been agreed as best possible in the current operational climate, the scope of subsequent quarters will be defined and agreed with the Home Office through the stage gate process at the end of each quarter.

Risks

Risk	RAG	Mitigation	Controlled RAG
Governance to approve MOPAC role as Contracting Authority may not have completed by end of March preventing signature ahead of 1 April 2020. No grant monies can be released until a signed Grant Agreement is returned to the Home Office.		Approval of this governance paper should allow formal approval for MOPAC to act as Contracting Authority. In addition, the standard Grant Agreement terms and conditions have been circulated for timely review. The DPC Programme specific schedule will be signed off by MPS before submission to LETU. LETU have already provided MOPAC with a Grant Award letter to confirm the Grant Agreement amount, confirming that the money has been held for DPC.	

OFFICIAL - PUBLIC

The Grant Award funding is insufficient to cover the cost of delivering the DPC Programme in FY20/21.		The Programme scope and budget request has been produced by the DPC Programme team to ensure expenditure and delivery scope are in line with the budget envelope. Furthermore, the DPC Programme are well adept at managing the budget throughout the year and have experience of responding to in-year Home Office savings requests. They are well versed in managing the budget accordingly.	
There are insufficient timescales to complete the transfer of staff from the existing employer (Sussex PCC) to the MPS by 1st June 2020.		MPS HR and Sussex HR are engaged and working together to develop the detailed plan of activities. A Met Change HR Lead is to be assigned 9/3/20 to drive activity on the MPS side.	
There may be additional cost through SSCL processing incurred as a result of the transfer of staff.		Met HR Change Lead will commission SSCL to produce an early indication of timescales and potential costs for consideration.	
Delays to staff transfer arrangements may lead to a loss of existing programme resources, which would lead to a loss of knowledge.		Met HR and the DPC Programme team are working closely together to understand the activities and timescales invoiced in the transfer and to enable timely communication with staff. As this detailed plan is developed, the risk of knowledge loss will be mitigated through thorough capture of documentation and communications to enable a robust handover if required.	
Delays to staff transfer arrangements may lead to a loss of existing programme resources, which would lead to an impact on in-flight delivery timescales.		Met HR and the DPC Programme team are working closely together to understand the activities and timescales involved in the transfer and to enable timely communication with staff. As this detailed plan is developed, the risk of staff leaving and delays to programme delivery will be managed accordingly.	
The Grant Award provides insufficient funding for the Integration Hub element of the programme in FY20/21.		It is well understood that the Integration Hub funding envelope is based on estimates and requires further confirmation. It has been agreed that a further governance paper will be required to confirm the cost to deliver and run the Integration Hub platform. MOPAC will not be asked to sign the Integration Hub platform supplier contract until the full funding has been agreed and secured with LETU.	
The ongoing cost to run the Integration Hub is unaffordable for forces on the SOH platform.		The Integration Hub supplier contract will not be awarded until a further governance paper has been approved through MOPAC and Home Office governance. This paper will need to demonstrate financial sustainability of the Integration Platform.	
Programme delivery is delayed against the agreed milestones and stage gates in the Grant Agreement, delaying payment.		The DPC Programme has robust reporting and change control processes in place. In addition, open dialogue with LETU is well established to identify delays early and mitigate any impact on cost or grant payment.	

DPC /SOH Programme Financial, Commercial and Procurement Comments

15. The funding to be received through the Home Office grant for DPC in 2020/21 amounts to £12.61m.

16. The maintenance of the SOH platform and deployment to an additional 7 forces plus British Transport Police (BTP), is forecast to cost £17.317m in 2020/21

funded from Home Office Police Transformation Funding (PTF) and force contributions.

17. The table below demonstrates the outgoings to be covered by MOPAC in their role as Contracting Authority offset against the funding received from the Home Office and on-boarded force contributions.
18. The maintenance of the SOH platform, delivery of Strategic Integration Hub and deployment to an additional 7 forces plus BTP is forecast to cost £36.2m up to 2024/25 funded from Home Office funding and force contributions.
19. This paper does not require the procurement of any goods or services. Use of existing supplier contracts will be managed, at least initially, through an MOA with Police ICT Company.

DPC Programme Cost		FY20/21	FY21/22	FY22/23	FY23/24	FY24/25	Total
Money In	HO Grant Agreement Funding	12,610,000					12,610,000
	BTP Funding	242,052					242,052
	Income From Forces	4,465,647	4,577,288	4,691,720	4,809,013	4,809,013	23,352,681
	Total	17,317,699	4,577,288	4,691,720	4,809,013	4,809,013	36,204,733
Money Out	Programme Team (FTC)	1,209,073					1,209,073
	Programme Support	2,974,201					2,974,201
	NDT Team & CDS Platform Costs	4,465,647	4,577,288	4,691,720	4,809,013	4,809,013	23,352,681
	Additional NDT & CDS (incl. onboarding)	3,117,000					3,117,000
	Deployment & Transition	1,921,964					1,921,964
	Accommodation, IT, HR, Legal & Comms	338,846					338,846
	Integration Hub	3,290,968					3,290,968
Total	17,317,699	4,577,288	4,691,720	4,809,013	4,809,013	36,204,733	

MPS Finance Case

20. There is no funding impact on MPS from this request as the Home Office, DPC and MPS have agreed that the MPS will not contribute to SOH more than the current £1.4m (capped) MPS annual budget.

Impact on Capital

21. There is no impact on capital with the SOH, DPC capital fully funded from Home Office funding and onboard force contributions.

OFFICIAL - PUBLIC

	19/20 £k	20/21 £k	21/22 £k	22/23 £k	23/24 £k	Total £k
Capital Expenditure						
Home Office Capital Receipts	2,563	4,847	867	867	867	10,011
MPS Contribution to SOH	2,563	4,847	867	867	867	10,011
Total Planned Spend	2,563	4,847	867	867	867	10,011
Variance To Plan	0	0	0	0	0	0

Impact on revenue

22. There is no impact on revenue with the MPS SOH contribute capped at £1.4m.

	19/20 £k	20/21 £k	21/22 £k	22/23 £k	23/24 £k	Total £k
Revenue						
DP / DMC Budget	1,400	1,400	1,400	1,400	1,400	7,000
MPS Contribution to SOH	1,400	1,400	1,400	1,400	1,400	7,000
Total Planned Spend	1,400	1,400	1,400	1,400	1,400	7,000
Variance To Budget	0	0	0	0	0	0

Legal Comments

23. Paragraph 4.8 of the MOPAC Scheme of Consent and Delegation provides the Deputy Mayor for Policing and Crime reserves the right to approve bids for grant funding made.

24. MOPAC shall conduct due diligence in respect to the Supplier contracts to ensure the terms of the Supplier contracts are acceptable to MOPAC and that the contracts are capable of novation.

25. Prior to the novation MPS shall ensure legal advice is obtained to ensure the relevant provisions are contained in the Supplier contracts to ensure the novation is compliant with the Public Contracts Regulations 2015.

26. Changing the parties to the contract may be considered a material change unless expressly permitted in accordance with Regulation 72(1)(a), where the change is expressly permitted in the contract. MPS have to date not have sight of the Supplier Contracts but understand that the Supplier contracts have been entered into via the CCS G-Cloud Framework Agreement and are upon G-Cloud Call-Off contract term, provided this is the case G-Cloud terms do allow for contracts to be novated other bodies (public or private) performing the functions of the original contracting body.

Equality Comments

27. Equality assessments were carried out when the MPS took on responsibility and became the Host Organisation for SOH and the National Digital Team. Nothing has changed since this assessment was conducted.

Privacy Comments

28. The MPS is subject to the requirements and conditions placed on it as a 'State' body to comply with the European Convention of Human Rights and the Data Protection Act (DPA) 2018. Both legislative requirements place an obligation on the MPS to process personal data fairly and lawfully in order to safeguard the rights and freedoms of individuals.

29. Under Article 35 of the General Data Protection Regulation (GDPR) and Section 57 of the DPA 2018, Data Protection Impact Assessments (DPIA) become mandatory for organisations with technologies and processes that are likely to result in a high risk to the rights of the data subjects.

30. A DPIA has been completed for this project and will remain a live document until implementation is complete. The project will ensure a privacy by design approach, which will support finding and fixing problems at the early stages of any project, ensuring compliance with GDPR. DPIAs support the accountability principle, as they will ensure the MPS complies with the requirements of GDPR and they demonstrate that appropriate measures have been taken to ensure compliance.

Real Estate Implications

31. There are no Real Estate Implications to be considered in relation to this paper. The DPC Programme has secured its own accommodation in London with funding included in the Home Office Grant.

Environmental Implications

32. An assessment has been conducted, and it is not believed there will be any Environmental Implications as a result of this paper.

Background/supporting papers

33. There are no supporting papers to Part 1 MOPAC Publication.

Appendix A – 2020/21 Force Ongoing Charges

34. BTP has committed to the provision of £242k of funding for FY2020/21. A further £4.47m of income will be generated in FY2020/21 from those forces already onboarded to the SOH prior to April 2020. A breakdown of charges is outlined below. The Home Office, DPC and MPS have agreed that the MPS will not contribute to SOH more than the current £1.4m (capped) MPS annual budget.

Force	Annual Charge (2020/21)
MPS	£1,400,000
Thames Valley	£292,037
Hampshire	£235,175
Merseyside	£233,371
Surrey	£163,159
Sussex	£198,578
Leicestershire	£131,573
Northamptonshire	£94,885
Cheshire	£132,764
Cleveland	£93,751
Bedfordshire	£0
Hertfordshire	£0
Cambridgeshire	£0
City of London	£49,806
Cumbria	£0
Lincolnshire	£15,000
West Midland	£15,000
Derbyshire	£125,154
Greater Manchester	£417,183
West Mercia	£154,355
Warwickshire	£70,492
Staffordshire	£136,943
Kent	£216,448
Essex	£207,099
Gloucestershire	£82,873
Durham	£0
Total	£4,465,647

35. Those forces onboarded during 2020/21 will be charged from the month after go live in line with agreed charging model principles with such funds being held within a reserve pot.