

# GUIDANCE FOR THE OUTSOURCING OF SAFETY CAMERA OFFENCE PROCESSING AND OPERATIONAL FUNCTIONS

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CHIEF POLICE OFFICERS**



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## FOREWORD



Police Forces throughout England and Wales have traditionally processed all offences internally within their individual fixed penalty or back office facilities. In our changing economic climate this is an area that needs closer examination to ensure efficiencies are maximised.

This document provides guidance to managers on how efficiencies may be achieved either through collaboration with other police forces or privatisation. I asked for it to be produced by a committee led by Trevor Hall, the National Road Safety Partnerships' coordinator on behalf of the Association of Chief Police Officers (ACPO). I am aware that the committee has consulted widely and had presentations from numerous private organisations that have a vast experience in outsourcing. The document also has the support, in relation to legal guidance, of the Crown Prosecution Service (CPS) through its policy directorate.

There will be challenging times ahead for all and it is imperative that we make all parts of our processing and enforcement activity fit for purpose with maximised efficiency. Trevor Hall will be available to provide guidance on this document and may be able to provide some assistance if you decide to implement any part of it. The document remains neutral as you are best placed to decide the most appropriate local solution for your police force area.

I passionately believe that safety camera enforcement activity has played a vital role in achieving major reductions in casualties.

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**ACPO Lead on Speed Enforcement**

## 1 INTRODUCTION

This document has been produced in consultation and agreement with the Crown Prosecution Service to provide guidance to police when considering options to outsource enforcement activity and back office functions related to the use of safety cameras. It is not intended to be prescriptive and highlights a number of considerations, including legal, for any Chief Officer to take into account before agreeing to implement any such scheme.

During the process, additional consultation has taken place with Her Majesty's Courts Service, all private organisations with an interest in outsourcing and authorities, such as police and government in other countries who operate outsourced arrangements.

Casualty reduction and road safety should remain the primary objectives of any outsourced operation.

The decision to outsource the safety camera operation, however, remains with the Chief Constable and police authority.

## 2 LEGISLATIVE CONSIDERATIONS

### 2.1 Legislative Constraints

The principal road traffic legislation, which comprises the Road Traffic Act 1988 (RTA) and the Road Traffic Offenders Act 1988 (RTOA), contains a number of provisions as to who may perform certain functions. The purpose of this section is to explore how far these requirements can be met within the context of an outsourcing arrangement and to suggest what oversight needs to be retained to preserve evidential integrity should an offence have to end in prosecution. Before dealing with those sections, however, the starting point must be to look at what functions are suitable for outsourcing.

### 2.2 Functions Suitable for Outsourcing

The legislation was not drafted to give the police a monopoly on who may detect speeding or red traffic light offences or who may perform the administrative functions which follow that detection. The starting point is, therefore, that all functions currently performed within a safety camera office are suitable for outsourcing, except where legislation precludes this.

Section 89(2) of the Road Traffic Regulation Act 1984 refers only to “witnesses” and imposes a requirement for some sort of corroboration. It neither says that the witness must be a constable nor does it say that the person must be authorised by a senior officer. A witness can be a member of the public and the corroboration can be provided by any method of which the accuracy can be assessed by the courts, including another eye witness rather than a Type Approved device.

However, the decision to accept that evidence and to allow it to be followed by automated administrative processes, which may ultimately lead to prosecution, means that whoever is to make that decision must be able to assess the reliability of that evidence.

With the entire process in house, that meant reliance upon colleagues in the same force. But in an outsourced arrangement, confidence will have to be placed in other people’s staff (whether those of another force or employees of the outsourcing contractor).

## 2 LEGISLATIVE CONSIDERATIONS

There may also come a time when a person determined to prevent the identification of the driver will commit acts tending to pervert justice, requiring full police investigatory powers, including arrest and interview, to be deployed. Any outsourcing agreement must, therefore, provide not only the mechanism to pass processes out of the hands of police employees, but also clear guidance on when the matter must be returned to direct police control.

### 2.3 Notice of Intended Prosecution

Section 1 of the RTOA lays down the requirement for some warning to be given of possible prosecution in circumstances where a person may have been detected committing an offence but did not have their attention drawn to it at the time, subject to the requirement being excused by section 2.

Given that the service of a Notice of Intended Prosecution (NIP) requires no action by the recipient, it has never been a requirement that a NIP must be issued by an identifiable person nor that it be authorised or signed. It only needs to be served once, either on the registered keeper or the driver, if known, and must be served within 14 days of the offence. This contrasts sharply with the requirement to identify the driver with which it is often combined into one document.

Failure to serve a NIP where one is required, failure to serve it in time, or service of a NIP which does not correctly and adequately identify the offence, its date and location, can bar subsequent prosecution when a driver had been identified. Speed and accuracy of processing are crucial but the identity of the sender is not.

### 2.4 Section 172 Road Traffic Act 1988

Responsibility for the primary offence rests with the driver who needs to be identified before a prosecution can follow. Section 172 imposes a requirement upon the recipient to do something by way of response and it is an offence to provide an inadequate response or not to respond at all.

## 2 LEGISLATIVE CONSIDERATIONS

Because of that potential criminal offence, the requirement can only be made “by or on behalf of a chief officer of police” – section 172(2).

The underlying purpose must be to ensure that the public are not put at risk of prosecution for failure to comply, without there being some reason to ask them the question. But the courts have been careful not to imply into the section any requirement that the sender must first demonstrate evidentially that the recipient necessarily has the answer – see *Grant v DPP* [2003].

The section does not say in terms that the sender must be an employee of the Chief officer of Police, nor does it impose a requirement of “authorisation” found elsewhere. Delegation in the form of outsourcing is, therefore, not specifically precluded. However, there is no definitive legal authority for asserting that a Chief Constable can authorise persons not employed by him or her, and delegation in the form of outsourcing is not precluded.

To prevent objections based upon lack of authority, the outsourcing agreement should provide that the Chief Constable authorises the outsourcing contractor to send requests on his or her behalf and in his or her name. It must be possible to evidence, whether from the outsourcing agreement itself or elsewhere, that the sender was indeed asking on behalf of the chief officer and the request must formally state that this is so. A signature is not required and unsigned forms have been upheld - (*Arnold v DPP* [1997]) – but the sender must be identifiable by name.

Courts have not demanded strict proof of that authority where the sender is directly employed by the police force making the request, accepting that the authority is implied by position – *Nelms v Roe* (1970). It is likely that if the sender was not an employee of the force, and their authority stemmed instead from the terms of the outsourcing agreement, proof of the contract as a business document might be required. There has never been a prescribed form of words, but the requirement must be within the ambit of section 172. For example, the identification of the driver or, if that is not possible, the provision of any information in the recipient’s power.

## 2 LEGISLATIVE CONSIDERATIONS

The section also requires that the “alleged offence” which the driver is accused of committing must be identified. Primarily this will be the speeding or red light offence detected, but the photograph may also lead to the identification of other offences, such as failure to wear a seatbelt or use of a mobile phone. If these are not identified until after the Section 172 request has been sent, it could be argued that the reply is only admissible evidence for the offence identified on the request. A policy steer will also need to be given to the outsourcing contractor as to whether such additional offences should be included.

### 2.5 Section 75 Road Traffic Offenders Act 1988

The conditional offer of a fixed penalty can only be made where “a constable has reason to believe that a fixed penalty offence has been committed” – section 75(1)(a). This function cannot be delegated out of police control and consideration will need to be given as to where the constable is to be situated and the degree of control that he or she must retain.

Current ACPO guidance states that it is not necessary for the constable to view and decide upon each and every offer. It is enough if oversight is retained, in the form of laying down procedures which ensure that dip sampling is maintained and predetermined criteria lead to the referral of certain cases. The system must prevent the issue of offers fitting those criteria when the constable is absent and to ensure that these are held back. Cover for holidays and sickness must be available. None of this prevents the gathering, consideration and assessment of evidence by administrative staff working under the supervision of the constable.

The decision to make the offer is capable of judicial review and an adequate audit trail must, therefore, be available. The offer does not imply that police enquiries to identify the driver are concluded, only that the recipient is an “alleged offender” which can mean either that they are the registered keeper or that they have been nominated as the driver. This means that a conditional offer can lawfully be combined with the NIP and section 172 request.

## 2 LEGISLATIVE CONSIDERATIONS

### 2.6 Section 20 Road Traffic Offenders Act 1988

Once proceedings commence the record or measurement made by a Type Approved device can be introduced by a certificate made under section 20. The certificate must be made by “a constable or by a person authorised by or on behalf of the chief officer of police for the area in which the offence has been committed” – section 20(1)(b).

In the case of average speed systems crossing force boundaries this will potentially require the authorisation of one person by the chief officers of two adjoining forces. The certificate can also cover compliance with the conditions of Type Approval (if any) and the circumstances in which the record or measurement was made, which can include the location of the offence, the type of device used and compliance with the relevant secondary check. The maker will sign to the effect that they either are a constable or that they are duly authorised, but if questioned will need to be able to evidence that authority by production of a paper record.

There is no provision that the person so authorised must be employed by the police, but they must be in a position where the information they are certifying is within their knowledge and control. Section 20(8) gives an accused the right to require that the person signing the certificate attends court to answer questions about what was certified. Therefore, if the supply and maintenance of the camera equipment has been outsourced, it is logical that the certificate should be made by an employee of the company who can access records relating to the device and relate the record to the offence from the data block.

### 2.7 Maintaining Evidential Integrity

Any outsourcing arrangement must ensure that if a prosecution results that prosecution (based upon the paperwork already generated) will not fail because the integrity of the evidence has been compromised. The majority of defence tactics currently deployed amount to attacks on the paperwork trail to assert either that it cannot be proved that NIP /172 requests were served or that no reply was received.

## 2 LEGISLATIVE CONSIDERATIONS

A robust system must be in place to ensure there can be no doubt that what records show happened did in fact take place. The gathering of the evidence that an offence has occurred will begin even before the device is triggered with the laying in of sites and their commissioning. Signage must be checked regularly to prevent assertions that it was inadequate, missing or damaged at the time of the offence. The maintenance of these records will be a matter for the outsourcing agreement, but it is essential that those who make the record become those who maintain them so as to avoid issues of hearsay being created when information is passed from one body to another.

Business records can be introduced into evidence either by the maker or, to avoid a multiplicity of witnesses, by a single person who can explain how they were created and the checks and balances that are in place to ensure their accuracy. Those records must have been made or received in the course of that person’s business. If it can then be asserted that the original maker is unlikely, due to the passage of time and the quantity of identical material processed, to remember the original transaction, then section 117(5)(b) of the Criminal Justice Act 2003 is satisfied and the maker need not be called. Care must, however, be taken when records are passed from one organisation to another to ensure that the single witness is competent to explain and produce that record.

The assertion that something was posted can be made either by the person who posted it (and who may, therefore, sign a certificate of posting) or by a witness who did not post it but can describe a system within which the item was created. This leads inevitably to what was created being posted on the date shown whether by the production of business records or otherwise. Similarly, the assertion that no reply was received can be made by a witness who is competent to describe the processes for ensuring that what does come in is filed within the electronic filing system relating to this offence and this defendant. Only if the system is sufficiently robust can the witness then assert that the absence of a record of a reply means there was no reply.

## 2 LEGISLATIVE CONSIDERATIONS

All telephone contact with persons purporting to be the eventual defendant needs to be either recorded or summarised into the system with identification of who took the call.

### 2.8 Control of the Prosecution Processes

If conditional offers of fixed penalties are not accepted, other diversionary routes are not taken up, or enquiries are blocked by a failure to identify the driver, then the decision to institute proceedings lies with the police. Protocols must, therefore, be included to ensure the outsourcing contractor knows when and in what form to refer cases back. This will include the supply of witness statements from staff with appropriate exhibits, plus schedules of unused material and the material itself to enable disclosure to be properly dealt with.

Thought needs to be given and agreement reached on how and by whom these staff are to be remunerated if later called to court as witnesses. It remains the responsibility of the police, in taking the decision to commence proceedings, to apply the Code for Crown Prosecutors and to take proper account of any mitigation raised in previous correspondence.

### 2.9 Referral for Further Investigation

The offences of speeding and red light violation rest on driver identification. A number of models seen during the preparation of this guidance were based upon systems of enforcement where registered keeper or registered owner responsibility applied and, therefore, involved no driver identification process.

We are all aware of the industry that has developed in this country in seeking to delay or avoid either identifying the driver or admitting that the keeper was also in fact the driver. A completed section 172 reply from the keeper nominating another person will normally lead to a further section 172 request being sent to the nominee. If that nominee denies being the driver and nominates a third person a decision has to be made whether the chain of nominations is pursued or whether to revert to the keeper for investigation of why they nominated someone who denies being the driver, or indeed to do both.

## 2 LEGISLATIVE CONSIDERATIONS

The outsourcing agreement must contain guidance on what events trigger what further enquiries, by whom those enquiries should be carried out and whose decision it is as to when the enquiry must become a formal investigation into offences such as perverting justice or section 5 Perjury Act.

It must be born in mind that the service provider will have a vested interest in processing the straightforward cases where an admission to being the driver has been received and returning to police as early as possible those which are becoming more complex and time consuming. A balance has to be struck between making it the responsibility of the service provider to pursue a specified level of correspondence and enquiry and ensuring that cases which require police investigatory powers are returned before the offences themselves have become time barred.

### 2.10 Cross Border Agreements

Average speed detection devices detect speeding offences over a distance which could be several miles long. It will not be known where exactly the speeding offence occurred, only that it was somewhere between the start and end points. These points may cross force boundaries and span different court areas. If one force has outsourced its back office functions and the other has not, agreement will need to be reached as to which force is to process the resulting offences and through which court.

There is no longer any issue over petty session boundaries; these having been removed by section 2 of the Magistrates Courts Act 1980 and section 7 of the Courts Act 2003, which turns the whole of England and Wales into one commission for the peace and gives all magistrates courts the right to hear summary offences wherever they were committed.

Bear in mind, however, the requirement in section 20 Road Traffic Offenders Act 1980 (see 5.6) as to which Chief Constable must authorise the maker of the certificate. Since the exact location of the offence cannot be known, the issue can be solved by the Chief Constable of both adjoining forces authorising the same person, regardless of who actually employs them.

## 2 LEGISLATIVE CONSIDERATIONS

### 2.11 Mitigation

Correspondence will, from time to time, be received from persons who, although admitting being the driver of a vehicle detected committing an offence, wish to put forward “mitigating circumstances”. The objective of the writer is to persuade the recipient that either no action should be taken against them or that the action proposed should be reduced; that potential prosecution should be reduced to a fixed penalty or a fixed penalty should be reduced to a speed awareness course or no action. The person exercising this discretion is potentially open to Judicial Review of the decision they make and a blanket policy of not taking mitigation into account or leaving it to the court to decide on the value of mitigation could not be defended.

The decision to issue a summons is a function delegated to the police, who are required to apply the Code for Crown Prosecutors on behalf of the CPS, who may ultimately review that decision if no guilty plea is received. The Code is available on the CPS website.

Paragraph 1.2 of the Code makes clear that the police have a duty to apply the Code when deciding to lay a charge. Paragraph 3.1 confirms that the same two-part test of evidential sufficiency and public interest must be applied by the police as by the CPS. The Code contains a detailed explanation of the public interest test with examples and those making the decisions need to be familiar with the provisions.

In the context of an outsourced back office process, there must be procedures in place to ensure that the discretion to mitigate the outcome has not been delegated away but remains under police control. Guidance must be in place to ensure that mitigation is drawn to the attention of the person who is to authorise the issue of process, so that if appropriate a fixed penalty can be offered instead. The decision cannot be automated.

## 3 CONTRACTUAL OUTSOURCING ARRANGEMENTS

### 3.1 Business Continuity

Forces considering outsourcing should identify those functions suitable to be carried out by a contractor on the basis of a detailed examination of the business benefits which may accrue – see 4 below. Once functions to be outsourced have been confirmed an Equality Impact Assessment should be carried out to identify the impact of outsourcing arrangements for the force, public and stakeholders, and to create a communications strategy. The outcomes should be fed into the overall project plan.

It is essential that guidance regarding detailed contractual arrangements is sought from the force or police authority contract management departments. However, as a pre cursor, process mapping will be vital to identify all operational tasks and who takes responsibility for them before and after the commencement of an outsourcing contract.

Business continuity plans should be created for both the police and the contractor to ensure that:

- i) *service is maintained during the transition from in-house to outsourced provision*
- ii) *for transition back to the Police Authority at the end of the contract, and*
- iii) *continued service is provided should outsourced functions be interrupted or cease for any reason.*

The resource implication of requirements ii) and iii) are likely to present a challenge and should be considered as a risk when examining the business benefits of an outsourced solution.

## 3 CONTRACTUAL OUTSOURCING ARRANGEMENTS

In assessing transitional arrangements the following should be considered:

- What are the police authorities' staff responsibilities (for the transition and after the transition eg TUPE)?
- What are the contractors' responsibilities (for the transition and after the transition)?
- What role do stakeholders have (during the transition and after the transition)?
- What are the actions that need to take place to transfer equipment, knowledge, etc?
- Who is on the police authority management team?
- What are the lines of communication between the contractor and the police authority?
- What reporting process is in place?
- What are the specific tasks that need to be done?
- What is the priority of each task?
- What is the time frame for the transition, and where are the milestones in each time line?
- What dependencies exist between tasks?
- What assets and licenses will need to be obtained?
- What assets and licenses will need to be transferred?
- What assets have been produced and who owns them (e.g documentation, code, planning documents)?

### 3.2 Diversion Scheme Referrals

Where diversion schemes are in place, forces should ensure that detailed local operating arrangements reflect force policy and that the contractor is required to discharge this aspect in a manner identical to that previously operated by the force concerned. Where appropriate, ACPO guidance for diversion schemes should be adopted.

## 3 CONTRACTUAL OUTSOURCING ARRANGEMENTS

### 3.3 Fine Revenue Management

Where fixed penalty payments or diversion scheme charges are sent to a contractor in error, an auditable method of fine handling needs to be in place. This should include arrangements for opening of post within a secure environment under supervision and in accordance with force or police authority audit requirements.

## 4 COSTING MODELS & PERFORMANCE MEASUREMENT

### 4.1 Costing Models

A number of costing models were proposed and considered during consultation with prospective outsource contractors. Some were based purely upon payment by quantity of offences, some on an agreed fee for every piece of work done within each offence. Others, where enforcement and ownership of the cameras was outsourced, were based upon hours of enforcement rather than the number of offences detected and processed.

Whatever costing model is chosen, care must be taken to ensure that the contractor (whether another force or civilian) cannot simply increase revenue by generating more offences or more work within each offence. Control of enforcement policy and thresholds should always remain with the police to maintain public confidence that the objectives of speed enforcement are not being sacrificed to increase profit margins.

### 4.2 Specific Cost-Benefit Criteria

It is not possible to provide a simple criteria template for an outsourcing versus in-house cost-benefit analysis. Each force must determine the criteria, priorities, and weights for each project depending on individual circumstances.

The total cost remains one of the primary drivers for management interest in outsourcing. Cost savings are not always seen in outsourcing arrangements depending on the reasons behind the outsourcing and the type of outsourcing used. For example, data centre consolidation via outsourcing has provided some cost savings, but applications development and systems integration projects tend to rely more heavily on the need for expertise and resources. It can be just as expensive, if not more so, than the use of internal resources.

When comparing the costs of using external or internal resources, there must be police management costs in both cases. Even if a contractor will be the 'project manager', police resources must still be involved to ensure that the outsourced project meets the needs of the force and that communication is occurring between the contractor and the police. It is never possible to outsource responsibility for any project or activity.

## 4 COSTING MODELS & PERFORMANCE MEASUREMENT

### 4.3 Establishing the Contract Measurements

In any case an outsourcing project will be difficult to justify or support if the project lacks specific, measurable goals and consistent, reliable information about the real costs and benefits of the project.

It is important to understand what is being measured to ensure that the appropriate business needs of the force are being met and that analysis can be performed on the measurements and data gathered. For example, tracking total costs does not allow for a breakdown of why costs increased. It will be important to know whether an increase was due to non-performance or to an increase in functionality that improved operating efficiency.

Measurements are the primary means to determine the success or failure of the outsourcing process. Measurements ensure that the contractor is held accountable, and they determine the success of the outsourcing effort. If good measurements are not in place when the programme begins, the contract cannot be managed effectively:

- Define expectations in the contract. Measurements establish what is expected and what happens if expectations are not met and may include financial penalties for poor performance. Use measurements that support business goals. If cost-effectiveness is a major decision driver, include contract provisions to encourage the contractor to reduce costs for the agency. Contracts can also use incentives to encourage contractors to surpass performance requirements. Cost increases due to the addition of other services from the contractor are avoided if expectations are defined so the scope of work is clear.
- Define the measurements and pricing structures explicitly in the contract. Anything not specifically addressed in the signed contract is simply not in the contract. Later changes can be construed as a revision to the agreement, with a corresponding expense charge.
- Determine how the contractor will be evaluated. Does the agency want a time-and-materials contract or a deliverables-based contract? There are important issues to consider on each side. A time and materials contract can lead to scope creep and a lack of contractor accountability for the final ability of the project to deliver the needed service. A deliverables-based contract requires that the agency has criteria to evaluate the deliverables on how well they meet defined expectations.

## 4 COSTING MODELS & PERFORMANCE MEASUREMENT

Research has established the need for clear contract management practices:

- The recruitment of experienced contract administrators
- Development of policies and procedures for all aspects of contract management
- The introduction of performance criteria in all contracts; and
- A formal system of delegations

Case studies researched demonstrate the importance of good governance and due process for contracting out of services and how significant the consequences of poor management and control of an outsourcing project can be. For example, failure to achieve overall cost savings and reductions in quality of service. As previously indicated, this shows a clear need for management to retain control of any outsourcing project.

## 5 INFORMATION SYSTEMS

### 5.1 Control of Source Intelligence

Any data or information held by the third party will remain the property of the local police force. Access to the data for intelligence purposes must be considered in any data processing agreement. Force intelligence officers may require out-of-hours access to data, such as photographic evidence. IT systems should, therefore, be capable of providing such access.

### 5.2 Freedom of Information

Forces must have an agreement for access to data for provision of information under the Freedom of Information (FOI) Act and access must comply with the 20 day requirement for provision of information.

### 5.3 Data Protection Registration

Any police force considering any form of outsourcing, where the transfer of personal offender data is necessary, must comply with the ACPO Data Protection Manual of Guidance Part 1 – Standards, and complete the data processing agreement at Appendix C of the ACPO document.

### 5.4 Access to National IT Systems

Forces considering outsourcing must be prepared to authorise and allow access to systems such as those below if complete outsourcing is to take place:

- PNC/PND
- PNLD
- PentiP

This list however is not exhaustive.

### 5.5 Disaster Recovery Requirements

Contractors must have a disaster recovery plan and it must be regularly reviewed. Local police force IT personnel should have access to and initiate pre-planned exercises to test these plans. Plans should include the following subjects:

- Offsite storage of database backup
- Offsite data archiving
- Duplication of systems
- Regular testing of recovery plans

## 6 SECURITY CONSIDERATIONS

Security of the information is paramount and is covered more comprehensively in Appendix D to the ACPO Data Protection Manual of Guidance Part 1 – Standards. Extracts are included within this document under the following headings.

### 6.1 Data

Responsibility for information security should be allocated to an individual within the organisation. That individual should be operating within a management framework that initiates and controls the implementation of information security.

#### 6.1.1 Data Retention Periods

The retention of records and destruction of data should be in line with local and ACPO data retention policies.

#### 6.1.2 Destruction of Time Expired Data

The contractor will have in place a secure facility for the physical destruction of paper records and a policy for removing data from the databases in line with local and national data retention periods.

### 6.2 Premises

Appropriate measures should be in place to prevent unauthorised access or unlawful processing, accidental loss, destruction or damage.

#### 6.2.1 Access rights

The contractor will have in place an entry system and will control the access to restricted areas for non-essential staff and contractors etc.

#### 6.2.2 Physical Security

Premises will be alarmed when not occupied and the local force will carry out security audits on a regular basis to ensure adequate physical security measures are in place.

## 6 SECURITY CONSIDERATIONS

### 6.3 Staff

As the data controller, the Chief Constable will need to ensure the reliability of any persons having access to data.

#### 6.3.1 Vetting of Staff

The local police force will be responsible for the vetting of contractor staff and will retain the right to refuse access to data to a member of the company.

#### 6.3.2 Annual Reviews

The contractor will provide a list of staff with access to the local police force for annual reviews to take place. If it is found that the vetting status of an existing member of staff has changed the local police force will retain the right to remove the access rights to data for that individual. Contractors must be made aware of this requirement and the consequences for that member of staff.

#### 6.3.3 Notification of Recordable Offences

The contractor will have a responsibility to notify the local police of any member of staff who commits a recordable offence which will affect their ability to process the data. A list of offences will be provided to the contractor by the local police force. For example, Section 5 offences, possession of cannabis etc.

### 6.4 IT Systems

It is important to maintain appropriate protection of the computer and information assets used by the data processor.

#### 6.4.1 System Owner Identified

The contract will provide the name of an individual within the company who will be nominated as the system owner. The individual will be responsible for the overall security of the system and data held within.

#### 6.4.2 Access Rights

The system owner will be responsible for maintaining the access rights of members of staff. Administrator rights will be reserved for a limited number of staff who will be responsible for the day-to-day management of the system. No member of staff will have access to areas of the system that they do not require to carry out their role.

## 6 SECURITY CONSIDERATIONS

### 6.4.3 Database Security

Access to the database will be maintained by password access. Passwords will be commensurate to the level of data held, and the GMPS classification of the full database should be dependent upon the amount of data held. Consideration should also be given to encryption of data.

### 6.4.4 System Development and Maintenance

All information systems used as part of the data processing agreement should be designed from the outset with information security in mind to cover, as a minimum, the control measures contained in the ACPO Data Protection Manual of Guidance Part 1 – Standards document.

## 7 PROCESSES

### 7.1 Split Processes

Where the police decide to outsource elements of the operation to different contractors, for example loading of cameras and viewing of offences to one and the other processing functions to another, the police must ensure that there is a service level agreement between the contractors so that the actions of one does not adversely affect the operation of the other. Contractors engaged by the police should not be allowed to sub-contract elements of the operation to another company without permission of the police and any company engaged by the contractor should be constrained by the conditions imposed on the primary contractor.

### 7.2 Communications from and with the Public

#### 7.2.1 Local Call Centres

In certain disciplines it is considered cost effective to outsource call centre operations. Further outsourcing of call centre facilities by the contractor must be discouraged. Contractors must have a responsibility within the contract to provide call centre operators who have access to the offender records and can provide valid advice and information and, therefore, the call centre must be local to the UK. Additional considerations have to be that call centre operators may at some stage be called as a witness in subsequent court proceedings.

#### 7.2.2 Use of Premium Rate Numbers

Contractors should not be permitted to use premium rate telephone numbers when the public need to contact the office for advice or information. This will imply that there is a financial objective in encouraging the public to use this form of communication.

#### 7.2.3 Record of Calls

The contractor should maintain a record of telephone calls on the offence record.

## 7 PROCESSES

### 7.3 Complaint Arbitration

Contractors should be required to operate a misconduct and discipline procedure which is on a par with that required for police staff.

Complaints received about the behaviour of contracted staff or direction and control should be referred to the contractor. The contractor should be required to deal with the complaint and notify the complainant and the force or police authority of the outcome.

If a complaint is received directly by the contractor it should be recorded and made available to police when required.

In cases where a member of the public is dissatisfied with an outcome it may be necessary for the police to provide reassurance that correct procedures have been followed.

## 8 AUDIT ARRANGEMENTS

Robust audit arrangements need to be put in place for any outsourced contract as these processes are likely to attract a high level of public scrutiny.

## 9 ENFORCEMENT STRATEGY

The overriding principle of any enforcement strategy should be to improve driver behaviour and as a result support the police in achieving the DfT and local casualty reduction targets. The police should maintain control of all deployment of enforcement activity and setting of enforcement thresholds.

## 10 MEDIA & COMMUNICATIONS STRATEGY

Full consultation should take place with local police press or media officers and media statements should be prepared in advance of any outsourcing scheme going live. It is advisable to inform the ACPO press office as national media enquiries are often focused through ACPO. The contractor should be discouraged from engaging with the media in respect of any part of the outsourced operation.

## 11 EXIT STRATEGY

Most outsourcing contracts will come to an end at some point, and the better prepared the authority is to talk to other vendors or to take the scheme back in-house, the better off the authority will be. The outsourcing contractor will also be involved in the authorities' operations at the end of the contract. Recognise where the contractor is involved and plan how to separate from the contractor as quickly and easily as possible. Planning for unscheduled contract termination is equally as important as managing the scheduled end of an outsourcing arrangement.

The authority should have an Unscheduled Termination Strategy which takes into account the following:

- Likelihood of finding another contractor in short-time
- In-house capacity to maintain or resume enforcement
- Resource issues - equipment, vehicles etc
- Fixed site access
- Mobile enforcement capability
- In-house offence processing capacity
- Continued enforcement of those offences still "live" in the contractor's system
- Communication strategy and press lines

## 12 ALTERNATIVE ARRANGEMENTS

While this document primarily deals with engaging with a private sector contractor, consideration should first be given to collaboration with neighbouring police forces to provide economies of scale and shared resources. In some cases regionalisation may be a preferred option where a police force with operating capacity can take on the operation of another police force.

## 13 KEY RECOMMENDATIONS

### 13.1 Legal Considerations

- The outsourcing agreement should contain clear guidance on when a case must be passed back for further police investigation – Paragraph 2.9
- Section 172 requests should be made in the name of a constable employed by the chief officer of the outsourcing force – Paragraph 2.4
- Conditional fixed penalty offers must be made under the supervision of a constable who should be based with the outsource contractor to retain credibility – Paragraph 2.5
- Do not allow the outsourcer to become a private prosecutor – Paragraph 2.8

## 14 GLOSSARY

### Global Outsourcing

Global outsourcing (meaning globally inclusive in nature) involves the wholesale turnover of business management to a contractor. All aspects of business are provided by contract services to the organisation and in-house resources remain only to oversee the contract and provide input on business and technology alignment.

### Sectional Outsourcing

Sectional outsourcing (or out-tasking), in contrast, involves the strategic outsourcing of certain aspects of business management (e.g disaster recovery services, applications development or data centre operations) as a result of determining that the business goals and objectives are not best served by providing these services in house.

### Transitional Outsourcing

Transitional outsourcing occurs when a contractor or another agency is hired to oversee or manage business change for an organisation. The contractor is brought in to provide needed expertise in technologies, project management, and knowledge transference. Once the transition has been accomplished, in-house resources manage the system.

### Insourcing

The term insourcing appeared after the initial outsourcing market had developed. As organisations became more experienced with IT and their business needs, some processes that were outsourced were moved back in-house, giving rise to the term “insourced.” Insourcing can also involve the use of contracted resources to work on a project managed and controlled internally. It is equivalent to an in-house project, but temporarily hired personnel are used rather than an in-house team.

## 14 GLOSSARY

### Core Competencies

Core competencies are areas of special expertise unique to the agency. They represent the “key skills, characteristics, and assets necessary to excel in current and future business activities,” and enable the agency to achieve its mission. Core competencies are critical to an agency’s success, and will change over time with the agency. Typically, such items as strategic planning and project management skills are considered to be core competencies, and are not outsourced.

### Business Value, Business Case

The terms business value and business case pertain to an agency’s analysis of various business options and how they impact the main mission and goals of an agency. A business case should demonstrate how the option chosen represents the best possible support of the agency. Financial, operational and strategic reasons will be explored and presented according to how each factor was weighed. Business value refers specifically to the benefits side of the business case.

### Soft Costs

Soft costs refer to costs that are not clearly broken out. These costs are not readily identifiable to a function, but support the function. Examples of soft costs are employee benefits, administrative support and equipment (e.g fax machines, copiers, and pagers), legal support, overhead, and facilities charges. These costs are either rolled into a contractor charge or are charges not always considered by the agency when establishing internal costs. Soft costs should be recognised on both the contractor and agency sides to ensure an equal comparison of costs.

## 15 NOTES

