



**Collaboration Agreement Summary  
East Midlands Collaborative Human Resources Service – Occupational Health Unit  
(EMCHRS-OHU)**

1. A Collaboration of the participating parties to deliver a regional occupational health unit serving the five East Midlands forces and specifically providing the following occupational health services:
  - a. Attendance Management / Fitness for Work
  - b. Health Screening and Health Surveillance
  - c. Occupational Vaccinations
  - d. Recruitment
  - e. Professional Support (Role Supervision)
  - f. Incident Support (Critical / Major)
  - g. Post-Accident Follow up
  - h. Re- Deployment /Ill Health retirement and Injury Award
  - i. Advice & Guidance
  - j. Health Promotion
  - k. Contract Management
  - l. Management Reporting
  - m. Internal OHU Administration
  - n. Counselling services and medical staff
2. In accordance with Section 23E of the Police Act 1996, this summary was prepared for publication on behalf of the Parties and contains summarised provisions in relation to scope and purpose, term, termination, direction and control, governance, funding and liabilities as deemed appropriate.
3. The Parties subject to this agreement are:
  - a. The Police and Crime Commissioner for Derbyshire
  - b. The Police and Crime Commissioner for Leicestershire
  - c. The Police and Crime Commissioner for Lincolnshire
  - d. The Police and Crime Commissioner for Northamptonshire
  - e. The Police and Crime Commissioner for Nottinghamshire
  - f. The Chief Constable of Derbyshire Constabulary
  - g. The Chief Constable of Leicestershire Police
  - h. The Chief Constable of Lincolnshire Police
  - i. The Chief Constable of Northamptonshire Police

- j. The Chief Constable of Nottinghamshire Police
4. This agreement replaces an earlier agreement for the same collaboration unit. This replacement agreement shall take effect from 6<sup>th</sup> December 2016 and shall continue in force until such time as it is terminated in accordance with its terms.
  5. The Chief Constable and Police and Crime Commissioner of a collaborating force may withdraw from this collaboration upon twelve months' written notice to the other Parties.
  6. The Police and Crime Commissioners for each force shall be responsible for the governance of this collaboration and for holding to account the relevant Chief Constable for the discharge of functions by anyone who is acting under the terms of this collaboration agreement.
  7. The Parties agree that there will be a Management Board consisting of a representative of each participating force of at least the rank of ACC and a senior finance representative supplied by the Lead Party (Finance). The Management Board will provide management and oversight of EMCHRS-OHU and will act in accordance with its agreed terms of reference.
  8. The Management Board will oversee the appointment of a Head of Unit who may, as necessary, authorise the purchase or lease of facilities, equipment or premises by the Lead Party (Strategic Estates) or the Lead Party (Procurement) for EMCHRS-OHU, up to the value of £20,000.00 per purchase or conveyance, provided the Management Board is notified by the Head of EMCHRS-OHU of any such purchase or conveyance at the next Board meeting.
  9. The Parties agree that EMCHRS-OHU will be funded by financial contributions from the collaborating Police and Crime Commissioners, such financial contributions being calculated in accordance with apportionment ratios based on each collaborating force's 'formula funding share' which is the proportion of central grant received by each collaborating force.
  10. All police staff involved in the establishment and maintenance of the EMCHRS-OHU will continue to be employed by the Police and Crime Commissioner for Leicestershire (which is the policing body of the Lead Party (Human Resources)). All salary and redundancy costs incurred by the Police and Crime Commissioner for Leicestershire in respect of EMCHRS-OHU staff will be reimbursed proportionately by the collaborating forces.
  11. The Chief Constables agree that pursuant to section 23(4) of the Police Act 1996 the Chief Constable of Leicestershire Police (as the chief officer of the Lead Party (Human Resources)) will exercise direction and control over all police staff within the EMCHRS-OHU.
  12. All medical staff providing services to EMCHRS-OHU will remain self-employed or employed by an external agency. Any new contractual arrangements in respect of the provision of medical staff or counselling services will be entered into by the Lead Party (Human Resources) on behalf of EMCHRS-OHU and the Lead Party (Human Resources) will use its best endeavours to ensure that any contract(s) which it enters into on behalf of and for the benefit of EMCHRS-OHU is/are capable of novation or assignment to enable the smooth transition of responsibility to a new Lead Party (Human Resources) or other Party should the need arise.
  13. The following forces will act as Lead Party in respect of the specified matters:
    - a. Finance Leicestershire
    - b. Insurance Leicestershire
    - c. IS Leicestershire
    - d. HR Leicestershire

- e. Strategic Estates      Leicestershire
  - f. Legal Services      East Midlands Police Legal Services
  - g. Property Storage      Leicestershire
  - h. Procurement      Leicestershire
  - i. Audits      Leicestershire
14. Each Party to this agreement agrees to comply with their respective obligations relating to information assurance, freedom of information, confidentiality, data protection, data security and risk management under any relevant regional agreement.
15. The provisions listed in paragraph 16 are contained within this agreement but their detailed publication is not deemed appropriate as either:
- a. they are merely standard boiler plate clauses and are not considered controversial in any way; or
  - b. they contain sensitive operational or commercial information which it is not considered in the public interest to disclose.
16. List of other provisions:
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| Introduction and Legal Context                            | Notices                                    |
| Definitions and Interpretations                           | Review and Variation of Agreement          |
| Management Board's Terms of Reference                     | Consequences of Withdrawal and Termination |
| Head of Unit's Responsibilities                           | Public Interest Disclosures                |
| Audit and Inspection                                      | Disputes and Arbitration                   |
| Publicity   | Assignment                                 |
| Common Policies and Procedures                            | Illegal/unenforceable provisions           |
| Procurement, Facilities, Services, Equipment and Premises | Waiver of rights                           |
| Insurance   | Entire Agreement                           |
| Liabilities   | Third Parties and Successors               |
| Support and provision of additional services              | Further Assurances                         |
| Information Assurance                                     | Counterparts                               |
|   | Governing Law                              |