**Partnership Agreement**

**for prison based services (2018 version)**

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| ***Name of Service / Project:*** |

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| **Third Sector Partner Details** |
| **Name of lead third sector organisation:** |
| **Contact person for third sector partner:** |
| **Contact details (e-mail address and telephone number):** |
| **Charity number (if applicable):** |
| **Registered Office Address:** |

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| **Prison Details** |
| **Name of prison:** |
| **SPS Contact Person (Head of Offender Outcomes):** |
| **Direct Line Telephone number:** |
| **Contact E-mail address:** |

 

**Introduction to the Partnership Agreement**

***What is the purpose of the Partnership Agreements?***

The purpose of the Partnership Agreement is to:

* provide a structured set of questions to prompt discussion about potential new services
* capture the agreed actions from both SPS and the external partner in relation to what is required to deliver the service successfully (having this in place can be particularly important when staff move on to new roles)
* improve data collection to inform the design and delivery of services across the prison estate
* give funders confidence to fund services where there is an identified need for the service.

***When should the Partnership Agreements be used?***

This Partnership Agreement applies to third sector organisations that are seeking to deliver services in prisons which are independently funded (i.e. are not funded by the SPS or other statutory bodies). The Partnership Agreement needs to be fully completed where a third sector organisation has secured funding to deliver services for those in and leaving SPS’s care.

The Partnership Agreements do not apply to:

* Services that are procured by SPS
* Services that are procured by other statutory bodies
* Prison Visitor Centres (Third Sector organisations that are located within Prison Visitor Centres and delivering services across the secure line should complete a Partnership Agreement)
* Services that are not delivered by third sector organisations.

These services are commonly funded by the delivery organisation or by independent trusts and foundations. The funding landscape is complex and may require different approaches, depending on individual funder’s requirements. Governors should follow the guidance provided in the SPS Financial Policy and Guidance manual. Funding may therefore not have been secured prior to the outline proposal being submitted but should be in place before the service commences.

***Who should complete the Partnership Agreements?***

The Partnership Agreements should be completed with inputs from both the third sector organisation and the Head of Offender Outcomes for the relevant prison. The following colour coding is used throughout the Partnership Agreement to clarify which organisations should be involved with completing each stage.

Both parties to contribute to the task

Task to be completed by the third sector organisation

Task to be completed by the prison

If a service is to be delivered in multiple prisons, then a separate Partnership Agreement should be signed off for each prison, with any relevant changes to arrangements made for each individual establishment.

**STAGE 1: Outline Proposal**

***(To be completed by the lead third sector organisation, ahead of funding being***

***secured)***

*Before starting to complete this Partnership Agreement, it is suggested an informal discussion takes place between the Head of Offender Outcomes in the relevant prison and the third sector organisation, to see if the type of service being proposed is likely to fit with the prison’s current needs.*

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| 1. What service are you proposing to deliver in the prison? What activities will you deliver? |
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| 2. Have you discussed this proposal with any staff members at this prison? If so, please specify e.g. Chaplains, Link Centre Staff, Head of Operations etc. |
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| 3. Who do you expect to use your service? Are there any criteria that an individual must meet in order to be referred to the service? | |
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| * 4. What difference do you expect this service to make to the people who access it (intended outcomes)? |
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| 5. What evidence is there that your proposed approach is likely to work? (This could include evidence from evaluations, academic research, literature reviews, statements from (potential) service users etc.) |
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| 6a. Will people be able to access your service when they leave prison? | | | |
| Yes |  | No |  |
| 6b. If ‘Yes’, in which local authority area(s) will the service be available? | | | |
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| **7. Provision of evidence of due diligence** | **Included with Stage 1 proposal - Yes/ No** |
| Please also indicate whether you have provided evidence of the following along with your stage 1 proposal: |  |
| 1. Track record of delivery, including any references (from, for example, prisons you have worked in previously; funders/organisations you have completed work for)? |  |
| 1. A likely source of funding for the proposed delivery period? |  |
| 1. Evidence of awareness of GDPR (General Data Protection Regulations) requirements and the Data Protection Act 2018? |  |
| 1. Any good practice measures are in place in relation to cyber-security?  * For example, is the organisation accredited to Cyber Essentials or Cyber-Essentials Plus standard? * If not, do you intend to do so? * If not, what measures exist to protect the organisation’s IT system and electronic records relating to the services from cyber-attack? |  |

**Stage 2. Service Demand and Due Diligence**

***(To be completed by the Head of Offender Outcomes)***

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| Once you have completed this section, you should send this Partnership Agreement to the Head of Offender Outcomes (HOO) in the relevant prison. |

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| 1a. Does this service meet an identified need within your prison population? | | | |
| *N.B. SPS is not in a position to formally endorse individual funding applications to charitable and other funders, as technically that would constitute ‘endorsement by Scottish Ministers’. Nevertheless, SPS can provide funders with commentary on whether there is demand in the system for the type of service being proposed by the individual Third Sector Organisation.* | | | |
| Yes |  | No |  |
| |  |  |  |  | | --- | --- | --- | --- | | 2a. Are there other third sector providers who are providing similar services in your prison? | | | | | Yes |  | No |  | |  |  | | | | 2b. If ‘Yes’, (i) please provide details. | | | | |  | | | |   3. Have you completed the following due diligence on the applicant organisation and are you satisfied that they are appropriately experienced to deliver the proposed service?   |  |  |  |  | | --- | --- | --- | --- | | Yes |  | No |  |  |  |  | | --- | --- | | **Due diligence checklist** | **Yes/ No** | | Does the information available from the Third Sector Organisation provide evidence of: |  | | 1. Track record of delivery, including any references (from, for example, prisons they have worked in previously; funders/organisations they have completed work for)? |  | | 1. A likely source of funding for the proposed delivery period? |  | | 1. Evidence of awareness of GDPR (General Data Protection Regulations) requirements and the Data Protection Act 2018? |  | | 1. Are good practice measures are in place in relation to cyber-security?  * For example, is the organisation accredited to Cyber Essentials or Cyber-Essentials Plus standard? * If not, do they intend to do so? * If not, what measures exist to protect the organisation’s IT system and electronic records relating to the services from cyber-attack? |  |   4. Do you support the introduction/development of this type of service in your establishment?   |  |  |  |  | | --- | --- | --- | --- | | Yes |  | No |  | | | | |
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| 4b. On the basis of what evidence have you made this decision? (Please reference sources) | | | |
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| *Once you have completed this section, you should return it to the relevant third sector organisation explaining whether or not the proposed service fits with your prison’s needs.*  *If it does fit with your prison’s needs, a meeting should be arranged to further discuss the proposed service and complete the next section of the Partnership Agreement.* |

**STAGE 3: Agreeing Project Details**

***(To be jointly completed by the Head of Offender Outcomes and the third sector organisation representative after funding has been confirmed).***

If, in Stage 2, the prison has indicated an interest in entering into further dialogue about the proposal, then a meeting (or series of meetings) should be arranged between the Head of Offender Outcomes and the third sector organisation representative to further discuss the proposed service in more depth.

The purpose of meeting is:

* to establish whether the prison’s needs and expectations and the third sector’s proposed services are well matched
* to discuss the practicalities of what will be required to deliver the service effectively within a secure environment.
* to have an open and frank discussion about the proposed service, to work through any differences, agree on the detail, and record specific information about the proposed project.

If, following the meeting(s), either party feels that the proposed services and the needs of the prison are not aligned, you are under no obligation to proceed with the partnership. If you do not wish to continue, you should let the other party know your reasons for this decision as soon as possible.

If funding has been confirmed but not yet received, then some specific details (e.g. exact start date, names of staff etc) may not yet be available. In these instances, relevant questions may be left blank, and partners can update the Partnership Agreement at a later date, as soon as the specific details have been confirmed.

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| 1. **Brief description of the agreed project/service**   *(Please record any changes made to the original proposal in section 1 after discussions with SPS and funders).* |
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| **2. Agreed timeframes for the full project** | |
| *Project start date* |  |
| *Expected project end date* |  |
| *What days/ hours will the service be available?* |  |

**3. Participation**

*(Who will use our service? What criteria must an individual meet in order to be referred to the service? How many people do you expect to work with?)*

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**3b. Service promotion and sign up**

1. How will the service be promoted to (a) prison staff (b) potential service users?
2. How will people sign up to the service?

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**4. Agreed outcomes**

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| Question | Comments |
| What difference do you expect this service to make in the short term? (i.e. what outcomes can this service directly influence?) |  |
| What difference do you expect this service to make in the longer term (i.e. What other outcomes is this service expected to contribute to in the medium/longer term?) |  |

**5. Resources for delivering the service**

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| 5a. Funding for the project   |  |  | | --- | --- | | **Question** | **Response** | | 1. How is the project financed? |  | | 1. How long is the project funded for? |  | | 1. What is the budget for this project? |  | |

5b. Supporting service delivery

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|  | **Comments** |
| Within the prison establishment, where will the service be delivered? |  |
| What support will SPS need to provide to third sector staff (e.g. escort staff, referrals, promotion of service, photocopying) to enable the service to be delivered? Please provide details. |  |

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| *5c. IT and information sharing*  *Any information sharing agreements will need to be compliant with the General Data Protection Regulation (GDPR) and the Data Protection Act 2018.*  *A signed Information Sharing Agreement must be in place prior to any Personal Data or Sensitive Personal Data being shared with the partner organisation.*   |  |  |  |  |  | | --- | --- | --- | --- | --- | |  | | | **Comments** | | | 1. Will third sector staff have access to PR2 (the Prisoner Records System) | | |  | | | 1. What other IT and information systems (if any) are required to deliver this service in the establishment? | | |  | | | 1. Has an Information Sharing Agreement been completed? Third Sector Organisations should ensure they complete an Information Sharing Agreement (available from SPS Sharepoint site). | | |  | | | 1. Is there a standard consent form that will be used? If not, third sector organisations will need to complete a Consent form, regarding the sharing of information with each individual that they are working with. The form must be signed by each individual (prisoner or service user) prior to engagement. | | |  | | | 1. Who will own and have responsibility for the records generated during the service? Both IT and any physical files. | | |  | | | 1. What do the parties intend for the records at the end of the service delivery period, particularly where these contain Personal Data about prisoners, or service users? Consider retention periods, who retains, and the record destruction process. If the service is being continued by another party, consider whether the transfer of ‘live’ records is appropriate. | | |  | | | *5d. Security / Prohibited Item in Prisons* | | | | | | *Has the Third Sector organisation been made aware of the prison security / searching provisions including the range of items prohibited in prisons?* | | | | | | *Yes* |  | *No* | |  | | *Has Third Sector organisation communicated this information to the prospective staff group?* | | | | | | *Yes* |  | *No* | |  | |

5ei. Staffing for the service

*If this is a new service, and staff have not yet been recruited for it, please provide as much information as is currently available (e.g. Number of staff, proposed roles etc).*

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| Staff name | Job title | Organisation | Role and responsibilities | Telephone number | E-mail address | Do they have appropriate and up-to-date level of security clearance (Standard/ Enhanced disclosure or PVG Scheme membership)\* |
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| *5eii. Are there any health & welfare issues known to the Third Sector organisation which may:*   * *Suggest ‘reasonable adjustments’ may be required in the workplace;* * *Where an individual may have a health condition that may affect their ability to complete breakaway / personal protection training.*   *Discuss generally in terms of new existing or new staff.* | | | | | | |

*\*If appropriate and up-to-date security clearance is not in place, then it needs to be obtained before the service commences.*

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| 5f Head of Offender Outcomes (Main contact) | |
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| *Name* |  |
| *Role and responsibilities within the project* |  |
| *Contingency contact (if HOO is unavailable, who should the third sector partner contact for queries in relation to this service? (Please provide contact details)* |  |

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| **6. Minimum standards of policies and procedures** | | |
| *The third sector organisation must have appropriate policies and procedures in place, covering the following areas. Copies of these must be provided if requested by Head of Offender Outcomes. Responsibility for the quality and content of these policies lies with the third sector organisation, but it is advisable for the prison to be aware of the content and ensure that it is relevant to a secure environment.* | | |
| ***Policy / Procedure*** | ***Does the third sector org. have this policy in place?*** | ***Have staff been trained about this policy?*** |
| * *Child Protection and Protection of Vulnerable Adults* |  |  |
| * *Complaints Procedure* |  |  |
| * *Data Protection policy and practices which support compliance* |  |  |
| * *Cyber Resilience procedures or accreditation* |  |  |
| * *Equality and Diversity policy and training which support compliance* |  |  |
| * *Health and Safety (including Risk Assessment)* |  |  |
| * *Other(s) – please specify* |  |  |
| ***Insurance Policies***  *The third sector organisation must confirm that they have or will commit to obtain prior to the commencement of the Agreement, the following levels of Insurance Cover. HOOs should validate if the insurance is in place.* | | |
| * *Employer’s Liability Insurance in accordance with any legal requirements for the time being in force.* |  | |
| * *Public liability insurance for such sum and range of cover as the third sector organisation deems to be appropriate but, at minimum, covering the death of or bodily injury to any person or loss, or damage to property resulting from an action or failure to take action by the third sector organisation to the level of £1million in respect of each claim, without limit to the number of claims* |  | |

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| **7. Risk assessment and risk management**  *\*\* Organisations that will be escorted whilst they are in the prison do not need to complete this question\*\** | |
| The SPS Risk Assessment and Management Process should be used to identify potential hazards and to manage these. This process will be undertaken by the local prison. The risk assessment will be shared with the third sector organisation. It will consider:   * Access and egress arrangements * Supervision and the Health & Safety of workers within the prison * The necessary training required by workers (e.g. Personal Protection Training) | |
| 1. *Has a risk assessment been conducted?* |  |
| *ii. Has a risk mitigation strategy been agreed?* |  |

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| **8. Monitoring, review and continual improvement**  *Please see Annex A for further information about the review process for the Partnership Agreements.* | | |
| a. What monitoring data will be collected for this service by (i) the third sector partner (ii) SPS staff (This could include, for example, feedback from SPS colleagues about the service that the HOO will provide to the third sector partner)? | | |
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| b. How often will progress review meetings between the partners occur? | |  |
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| **9. Exit Strategy** | | |
| 1. When (if at all) would the third sector organisation expect to apply for and obtain confirmation of funding continuity, or the rejection thereof? |  | |
| 1. If funding is not sustained or continued, how much prior notice are staff likely to have to phase down the service? |  | |
| 1. How will people using the services be advised that the project is coming to a close and any alternative arrangements that may be put in place? |  | |
| **Agreeing an exit strategy for the service**  If funding is not renewed and/or the decision is taken to stop delivering the service, an exit strategy will need to be agreed between SPS and the third sector organisation and put in place, based on the above. | | |

**STAGE 4: Partnership Agreement Sign Off**

**Stage 3 (Project Details) of this document sets out the agreed terms of service delivery.**

**Once the Project Details in Stage 3 have been agreed, this Partnership Agreement should be signed off by the Governor in Charge (or an SPS Director) and the Third Sector Partner.**

Copies of the agreed Partnership Agreement will be held by the Head of Offender Outcomes (HOO) and the Chief Executive of the third sector organisation. The HOO should upload a copy to the appropriate SPS SharePoint site.

The information from Partnership Agreements may be used by:

* the third sector organisation and the prison to agree the terms of service delivery and to monitor and review the service;
* SPS to monitor the range, quality and effectiveness of services delivered by third sector organisations within Scottish prisons;
* the Criminal Justice Voluntary Sector Forum (CJVSF) to collate evidence of the contribution that the third sector makes to delivering positive outcomes for people in prison and families affected by imprisonment;
* the third sector organisation and grant funder in terms of informing discussions around the achievements provided from the grant funded services or to support an application for payment by the grantee from the grant funder; and
* some independent funders as part the funding bid assessment process.

The parties acknowledge the general intent for this agreement and the [*insert the title of the services*] to operate for the term of the agreement. The grant funded period for these services is from [*insert date*] to [*insert end date*].

*As this is an externally grant funded service, the presumption is that the* third sector organisation and the *services provided will comply with the grant conditions, and that the services will end after the fixed term grant if there is no funding continuity or a relevant transfer of the services to another grantee.*

*SPS has no ongoing liability or obligation in terms of funding the service itself, nor for the employment of the third sector staff concerned or for any redundancy or reorganisation which may arise due to the expiry of the grant funding.*

*SPS also has no liability for the re-payment of any grant or sums to the Grantor arising from any default under the terms of the grant by the sector organisation.*

The third sector organisation shall ensure that in relation to the services and the project / programme subject to the grant, that they and anyone acting on their behalf shall comply with the relevant laws, for the time being in force in Scotland. In certain circumstances, it may be appropriate for case loads to be transferred to another provider. The third sector organisation shall not assign, sub-contract or otherwise transfer its rights or obligations under this agreement without the prior consent of the SPS.

**Ending the partnership before the stated partnership agreement end date**

If either party wishes to withdraw from the partnership before the stated partnership agreement end date, they are required to provide a minimum of 1 months’ notice of this in writing, stating their reason for withdrawing.

The SPS may also serve notice to end this agreement if the third sector organisation commits a material Default of this agreement, the services are not satisfactory, or the third sector organisation is in breach of the grant conditions and the Grantor suspends, withholds or terminates the grant. Similarly, the third sector organisation may service notice to end this agreement if the SPS commits a material Default of this agreement.

**Commitment to the agreed Partnership**

*his partnership agreI confirm that all sections of this Partnership Agreement have been completed and I have read and agreed to all of the conditions of service delivery set out in Stage 3 (Project details).*

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| **The Partnership Agreement must be signed off by:** | **Name** | **Signed** | **Date** |
| *Third Sector Chief Executive (or Director)* |  |  |  |
| *Organisation Name* |  | *Company / Charity Registration no:* |  |
| *Registered Office Address:* |  | | |
| *SPS Governor-in- Charge (or Director)* |  |  |  |
| *Prison Address:* |  | | |

**Annex A. The Partnership Development Process**

**Stage 1: Outline proposal** completed and submitted to Head of Offender Outcomes

The third sector organisation interested in delivering a service should complete the Outline Proposal section of the Partnership Agreement. They should then send the Agreement to the Head of Offender Outcomes (HOO) at the relevant prison. Name and contact details for the HOO can be obtained from the prison. Contact details for all Scottish prisons can be found on the SPS website: <http://www.sps.gov.uk/>

**Stage 2: Service Demand and Due Diligence** completed and sent to the third sector organisation

The HOO at the relevant prison should Stage 2 and return the Partnership Agreement to the third sector organisation, indicating whether the project is of interest.

*Timeframe: Within 1 month of receiving the outline proposal.*

Prison indicates that this type of service is required

Prison indicates that this type of service is NOT required

Partnership does not proceed. Process ends.

**Stage 3: Project details** are discussed and agreed between the prison and the third sector organisation

A meeting, or series of meetings, is held between the prison and the third sector organisation to work through the operational detail of the project and any differences or challenging issues.

**Stage 4: Partnership sign-off**

Can the partnership reach agreement about the operational details?

Yes

No

Partnership does not proceed. Process ends.

The partnership agreement is signed off by both organisations. The HOO should add the signed off Partnership Agreement to the relevant section on SPS Sharepoint.

**Stage 5: Delivery and review**

Project is delivered and reviewed in line with the signed-off partnership agreement (Further details in Annex B)

**Annex B. The Review Process for Partnership Agreements**

The review process for Partnership Agreements is as follows:

**Reporting template completed ahead of the meeting**

The third sector organisation delivering a service should complete the agreed reporting template and send it to the Head of Offender Outcomes (HOO) at the relevant prison ahead of the review meeting.

The HOO and the third sector staff member responsible for service delivery should meet to discuss progress of the service and any emerging issues.

Any identified risks should be recorded in the risk logs and steps put in place to address these.

Any other actions identified during the review should be recorded in the Partnership Review Document.

**Review meeting with HOO and third sector organisation**

**Service delivery continues in line with any agreed changes and actions until the next review date/ end of the partnership**

All Packs should be reviewed at least annually by Heads of Offender Outcomes and the third sector partner.

The template for discussion at review meetings is available to download from the SPS website (<http://www.sps.gov.uk/AboutUs/PartnershipWorking.aspx>). This template should be completed ahead of each review meeting.

***Where can I get further copies of this Partnership Agreement template?***

Electronic copies of this Partnership Agreement template can be found at:

<http://www.sps.gov.uk/AboutUs/PartnershipWorking.aspx>

An example of a completed Partnership Agreement, and other resources to help with the completion of the Agreement, can be found on the Criminal Justice Voluntary Sector Forum’s website: <http://www.ccpscotland.org/cjvsf/hot-topics/partnership-working-prisons/>

**Annex C. Other helpful resources for supporting Partnership Working**

* ***Scottish Prison Service (SPS) Corporate Position on Working with the Third Sector***

*The SPS’s Corporate Position sets out the arrangements for:*

* + *SPS as a Grant Funder*
  + *SPS as a Buyer of Services*
  + *SPS as a partners with Third Sector Organisations that are funded by other funders to deliver prison services*
  + *SPS as a community justice partner.*

*This is available to download from* [*http://www.sps.gov.uk/AboutUs/PartnershipWorking.aspx*](http://www.sps.gov.uk/AboutUs/PartnershipWorking.aspx)

* ***Guidance for developing outcomes and monitoring indicators***

*You may find it helpful to use the* [*Scottish Government’s 5 Step Approach*](http://www.gov.scot/Resource/0047/00472843.pdf) *to assist you with designing your service and identifying what information you will need to collect to monitor your service. It is available to download from:* [*http://www.gov.scot/Resource/0047/00472843.pdf*](http://www.gov.scot/Resource/0047/00472843.pdf)

* ***Information Commissioner’s Office (2017): Preparing for the General Data Protection Regulation (GDPR): 12 steps to take now***

*The Information Commissioner’s Office has produced a checklist which highlights 12 steps you can take to prepare for the General Data Protection Regulation (GDPR) which came in to effect on 25th May 2018. This is available to download from:* [*https://ico.org.uk/media/1624219/preparing-for-the-gdpr-12-steps.pdf*](https://ico.org.uk/media/1624219/preparing-for-the-gdpr-12-steps.pdf)

* ***Serious Organised Crime Checklist***

S*erious Organised Crime (SOC) can cause significant harm to the wellbeing of individuals and families as well as causing problems for organisations themselves.  Third sector organisations have an important role to play in both helping to deter SOC and in reducing the harm it causes. This resource provides a starting point for managers, trustees and staff teams to discuss their organisation’s own exposure to the risks posed by SOC and  consider what can be done to address these risks.    A copy of the resource is available to download from:* [*http://www.ccpscotland.org/cjvsf/resources/cjvsf-resource-reducing-risks-posed-serious-organised-crime-checklists/*](http://www.ccpscotland.org/cjvsf/resources/cjvsf-resource-reducing-risks-posed-serious-organised-crime-checklists/)