

Public Social Partnerships

How to Guide – Appendices





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Section 1

Stakeholder Engagement and Communication Strategy template

Ready for Business have developed the following template that can be used to develop a strategy for PSP stakeholder engagement and communication.

1.1 Background

- What is the background to the PSP?
- What is the case for change?
- What work has been done to date?

1.2 PSP goals and stakeholder/communication objectives

- What is the PSP seeking to achieve i.e. what is its vision?
- How will this be achieved?
- What are the objectives for stakeholder engagement and communication in relation to this?

1.3 Guiding principles

What are the guiding principles for the stakeholder and communications strategy?

1.4 Key messages and themes

E.g. Timescales, expected outcomes, user involvement

1.5 Identify key stakeholders

Identify the key stakeholders that may have a role or interest in the completion of the PSP e.g. users, carers, staff, future funders, Scottish Government etc. and note any sector that they may belong to.

Stakeholder group	Sector

1.6 Stakeholders – project involvement

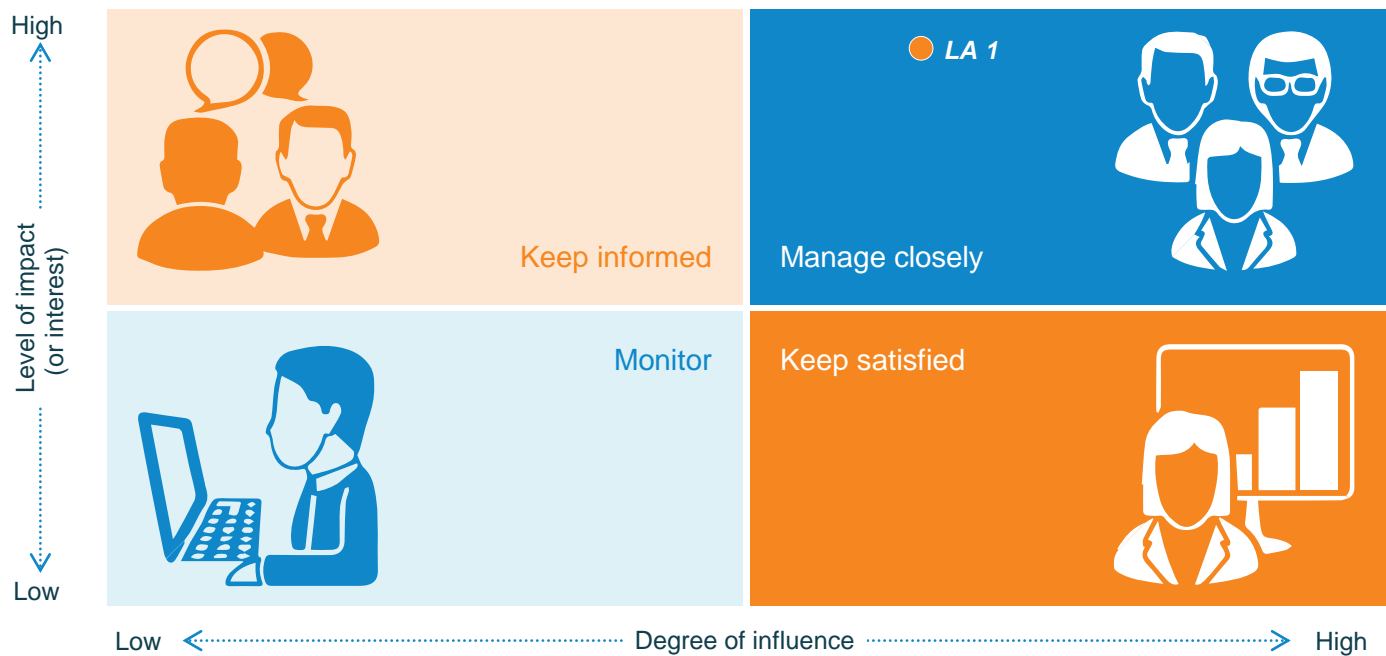
The following table assesses the identified stakeholder groups and provides a high level overview of the involvement they may have within the project:

Stakeholder group	<i>Involvement:</i> What is the stakeholder groups involvement with the project
Users	Will be consulted throughout the PSP to determine their service needs and ensure that their expectations are central to the design of the service.
Staff	Will be consulted on service improvement ideas and service design. Will be involved in pilot of service.

1.7 Stakeholder engagement mapping

Once the stakeholders and groups have been identified, these can then be assessed and positioned on the stakeholder engagement map below. This allows you to determine visually what general position the stakeholders have or should have in relation to the PSP and the general level of engagement that needs to be applied. The map will help form the basis of the agreed engagement approach for each stakeholder and/or group.

(The map shows the example of local authority, LA1 which is responsible for the procurement of the service being designed, having a high level of interest in and high degree of influence over the PSP – this stakeholder merits close management and communication).



Terminology			
Impact	How much will the project impact on the stakeholder?	High	The PSP / project has a significant impact on the stakeholder or is a key enabler / obstacle for them.
		Low	The PSP / project does not have a major impact on the stakeholder.
Influence	How much can this Stakeholder / Stakeholder group influence the outcome of the PSP/project?	High	The stakeholder is a senior person, a key decision maker or has significant power to influence the outcome.
		Low	The stakeholder does not have major influence.

1.8 Further stakeholder analysis

An example Excel spreadsheet is shown below which can be created as a useful tool to allow further recording of stakeholder information including, for example, what the stakeholder views as success criteria for the project and the key challenges in managing the stakeholders.

The tool also allows you to record the current support or commitment level of the stakeholder and provide an indication of the desired support level. If the desired level is different from the current level, you can use the tool to record any actions that need to be taken to help move from current to desired and allocate an owner to each action.

Stakeholder Analysis (example)

Scope: Stakeholder analysis aims to understand stakeholder issues, concerns and reactions to the change in order to identify and implement stakeholder activities to build support and commitment to the PSP

Workstream	Stakeholder group	Individual	Stakeholder success criteria	Position on stakeholder map	Key challenges in managing this	Comms' method	Current level of support	Desired level of support	Immediate actions	Primary relationship	Frequency of comms'	Comments/ notes

Stakeholder Analysis terminology

Workstream	This column can be used to indicate the workstream or project within the PSP that the stakeholder is aligned to and/or is impacted by.
Stakeholder group	This column should be populated with the groups of stakeholders or individual stakeholders identified in the stakeholder mapping exercise. Stakeholders may be internal or external to the PSP.
Individual	To be filled out with specific individuals to target within the stakeholder group.
Stakeholder success criteria	This column can be used to indicate what the stakeholder views as success criteria for the PSP.
Position on stakeholder map	Indicates the position of the stakeholder (or group) on the Stakeholder Map (from the Stakeholder Mapping Exercise) – Monitor; Keep Informed; Keep Satisfied or Manage Closely.
Key challenges in managing this	This column can be used to highlight any challenges that may be faced in managing this stakeholder and/or the stakeholder success criteria.
Communications method	How best to communicate with the stakeholder.
Current level of support	This column should be populated with the level of support for the PSP that the stakeholder is currently displaying e.g. Strong Support; Supports Change; Needs Improvement; Resistant to Change; Opposes Change.
Desired level of support	This column should be populated with the level that the stakeholder needs to be at in order to support the PSP and not prevent change progressing. Needs to be considered in conjunction with 'Stakeholder success criteria' and 'key challenges in managing this'.
Immediate actions	If there is a difference between current and desired level of stakeholder support, list any actions that need to be taken immediately to improve the level of support.
Primary relationship	To be filled out with the name of the person that owns the primary relationship with the stakeholder .
Frequency of communications	Use this column to indicate how often/when to communicate with the stakeholder.

1.9 Communications plan

Using the information gathered through the stakeholder mapping and analysis exercises, a detailed communication plan can be constructed which aims to ensure that stakeholder expectations are managed effectively using a controlled and consistent approach.

An example Excel spreadsheet is shown below with suggested columns for the communication plan.

Communications Plan (example)

Scope: The Communications Plan aims to ensure that stakeholder expectations are managed effectively using a controlled and consistent approach

ID#	Event	Key message	Audience	Media	Responsible	Accountable	Timing/ Frequency	Sender	Send/ Attendance date	Comments

Communication Plan terminology

ID#	An identifying number used to refer to this specific communication
Event	This column should be populated with the type of communication event (i.e. town hall meeting, conference call, PSP provider workshop etc.).
Key message	Indicate here the key message to be communicated at the event.
Audience	This column should be populated with the target audience for which the communication is intended.
Media	Use this column to indicate the form of media to be used for the communication event (i.e. electronic, in-person, etc.).
Responsible	This column should be populated with the name of the person responsible for executing the communication event.
Accountable	This column should be populated with the name of the person held accountable for the communication event.
Timing/Frequency	Indicate the date the communication event is due or how frequently the communication event will occur (i.e. weekly, monthly, etc.).
Sender	This column should be populated with the name of the person that is responsible for sending out the communication-- depending on the communication media used.
Sent date	Date the communication is actually sent-- depending on the communication media used.
Comments	This column should be populated with any comments that give additional context/insight regarding the planning/execution of the communication event.

1.9 Communications plan cont.

The table below provides an example strategy for aligning the stakeholder mapping 'boxes' with possible communication methods.

Stakeholder Communication Strategy				
<i>Scope: These stakeholder strategies define how stakeholders could be communicated with, when they should be contacted and the purpose of the engagement. These strategies can be aligned to each stakeholder based on their positioning in the stakeholder map.</i>				
Strategy	Designed for	Aim	Communication method	Frequency
Monitor	Stakeholders where the PSP has a low impact on them and they have a low degree of influence on the PSP	Ensure that stakeholders in this category are kept abreast of what is happening in the PSP and aim to ensure that the stakeholders are supportive of change	Newsletters, Social Media Updates, Community Events	Once every three months/as needed
Keep Informed	Stakeholders where the PSP has a high impact on them (or they have a high level of interest) but they have a low degree of influence on the PSP	Attempt to maintain the level of interest in the PSP to ensure these stakeholders are supportive of the PSP	Newsletters, Social Media Updates, Community Events, Networking Events	Once a month/As needed
Keep Satisfied	Stakeholders where the PSP has a low impact on them but they have a high level of potential influence	Maintain stakeholder interest to ensure they are ambassadors of the PSP	Newsletters, Social Media Updates, Meetings, Emails, Telephone, Networking Events	Fortnightly/As needed
Manage Closely	Stakeholders where the PSP has a high impact on them (or they have a high level of interest) and they have a high level of potential influence	Critical to maintain stakeholders as Key Players and Positive Influencers for the PSP and ensure their level of interest is maintained	Regular face to face meetings, Emails, Telephone. May sit on Governance Group	Weekly/Fortnightly

Section 2

Data sharing protocols

The PSP model requires different partner organisations to come together and participate in joint working. As a result many PSPs will be required to share data, which can be of a confidential nature, with other organisations. Given this it is important that there is an agreement in place between members of the PSP as to how data will be securely shared and stored.

The Information Commissioners Office (ICO) is the UK's independent authority set to protect data privacy for individuals and organisations, which is based on the requirements of the UK Data Protection Act. It has produced a checklist which will allow PSPs to identify whether personal data can be shared and what to do should you decide to share data. This checklist can be found [here](#) (right click to open hyperlink).

Depending on the nature of the data which will be shared this agreement can be included as a sub section of the PSP's Memorandum of Understanding. However if data is confidential in nature a formal data sharing protocol between partners should be agreed.

The Scottish Government has developed the 'Scottish Accord on the Sharing of Personal Information' (SAPSI) which specifies data sharing best practice. A SAPSI itself does not provide legal indemnity from action under the Data Protection Act (DPA) or other law. However, the document will allow you to justify your data sharing procedures and demonstrate that you have been mindful of, and have documented, the relevant compliance issues. This will be taken into account should the ICO receive a complaint about your data sharing.



A SAPSI template, along with other relevant information can be found [here](#) (right click to open hyperlink).

Ready for Business have developed an Information Sharing Protocol Template (ISP) that PSPs may find useful. The template is provided in the next section.

Section 3

ISP template: Information Sharing Protocol

3.1. Introduction

This template is designed to be an outline structure and template for an Information Sharing Protocol. Many sections will require addition, deletion or amendments to suit your particular needs. Where possible we have given examples which you may choose to include but this list is not exhaustive.

Many areas will require negotiation with both the other parties in the PSP and with Local Authorities /other public sector bodies. There are many situations where an ISP will not be necessary, therefore it is important that other tools for

information sharing are fully considered as alternatives.

Caveat: This document is an example only - all PSPs must review and shape each section in detail in line with their partnership's needs.

It is important to ensure that any data sharing arrangements are detailed in the MOU. An example MOU template is provided in section 5.

3.2. Purpose of information sharing

This ISP details the specific purposes for sharing information as well as detailing the type of information being shared, the required operational procedures, consent processes and legal justification.

The aims of the PSP agreement are as follows:

- [List Aims and outcomes of the project];
- To protect confidentiality; and
- To comply with the law and good practice on information sharing.

This information may also be shared to support the effective administration, audit, monitoring, inspection of services and reporting requirements. Partners may only use the information disclosed to them under this agreement for the specific purpose(s) set out in this document.

This protocol is an agreement between the following parties:

- [Insert parties]

In addition to the named Parties, staff and service users should be aware that all Parties from time to time exchange information with, or disclose, information to, other organisations and agencies who are not a Party to this Protocol. Where this is considered necessary, information exchanges will be considered on their own merit and on a

strictly need to know basis. Such exchanges will also be governed by the appropriate legislation.

Where it is considered necessary to formally add new Parties to the Protocol, new signatory Parties will be added, and be subject to the agreed provisions, in terms of any review and update of the Protocol in accordance with the provisions outlined below.

The Data Protection policies and notifications of each Party to this Protocol should be referred to for more information on such disclosures and exchanges.

On behalf of our respective organisations, we accept and endorse this agreement.

Signature:

Date:

Name

Role, Organisation

Signature:

Date:

Name

Role, Organisation

3.3. Functions this ISP will support

The functions which this ISP is seeking to support involve:

[List project functions where information sharing is required]

Example:

- Identifying and engaging families who meet the eligibility criteria of the project
- Supporting families to access services they need
- Managing risk

Please list all functions where information sharing will be necessary

Example:

- Next steps planning and aftercare
- Delivery of specialist support services
- Attribution of achievements
- Providing service delivery and Performance Monitoring information

Personal information shared for purposes other than those detailed above is not supported by this agreement.

3.4. Benefits

The benefits to the partners of having an ISP include:

Compliance with the Data Protection Act	Supports collaborative and partnership working	Supports integrated assessment and service planning
Supports comprehensive information sharing	Ensures information held about service users is accurate	Informs families about the information that decisions, re the services available to them, have been based on

3.5. Legal basis / powers

This protocol does not attempt to re-state legal obligations, but recognises that Parties must comply with the requirements of the following laws and legislation:

Examples include (please tailor to your PSP):

Data Protection Act 1998	Freedom of Information (Scotland) Act 2002	Police (Scotland) Act 1967
Human Rights Act 1998, Article 8	Children (Scotland) Act 1995	Housing (Scotland) Act 2001
Local Government (Scotland) Act 2003	Equality Act 2010	Common Law
Social Work (Scotland) Act 1968	[Insert any other legislation relevant to the project or parties involved]	

All Parties should be aware of breach of confidence in Scots Law, which exists where there is a duty, implied or otherwise, of confidentiality. All Parties accept that the duty to protect data subsists after death.

3.6. Data sharing

3.6.1. Overview

Example text:

Only the minimum necessary personal information will be shared on an individual request basis and if it supports purposes and functions set out in this agreement. Personal information will only be collected using the approved collection methods, ensuring the required information is complete and up-to-date.

All reasonable steps must be taken to ensure that any data users are informed of any relevant changes and if any inaccuracies are found the necessary amendments will be made. Decisions about service users should never be made by referring to inaccurate, incomplete or out-of-date information.

Information provided by partner organisations will not be released to any third party without the permission of the owning partner organisation.

Staff should also follow their own organisation’s procedures relating to the handling of personal information.

Please note:

Staff should not hesitate to share relevant information in order to prevent abuse or serious harm, in an emergency or in life-or-death situations. If there are concerns relating to capacity, support or protection or issues relating to age or gender, the relevant organisational procedures must be followed. All this should be supported by appropriate escalation.

3.6.2. Data sharing processes

Information will be shared between the partners through a number of different processes:

Data transferred electronically	Use of courier service	Use of Royal Mail	Sharing information at meetings
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3.6.3. Information asset owners

The partners will each appoint an Information Asset Owner (IAO). This will normally be the senior representative at the PSP Governance level. IAOs are senior individuals involved in running the relevant business. Their role is to understand what information is held, what is added and what is removed, how information is shared and who has access and why. As a result they are able to understand and address risks to the information, and ensure that information is fully used within the law for the public good, and provide written input to their organisation's Senior Information Risk Owner (SIRO) annually on the security and use of the information.

The role of an IAO is to:

Lead and foster a culture that values, protects and uses information for the public good	Know what information their organisation holds and what enters and leaves it and why	Know who has access and why and ensure their use of it is monitored
Understand and address risks to it and provide assurance to the SIRO	Ensure the information is fully and only used for the public good, including responding to requests for access from others	

IAOs are responsible for data protection, security and confidentiality, and compliance with all relevant legislation within their organisation. Each partner will ensure that its IAO is fully conversant with the provisions of this agreement and the Human Rights and Data Protection principles

Information asset owners		
Partner organisation	Title	Contact details

The specific responsibilities of the IAO are to:

Make sure that their organisation abides by the agreement	Ensure that all staff within their organisation are fully aware of their responsibilities	Authorise each individual within their organisation's involvement in the data sharing process
Ensure that within their organisation access to the data is limited to those persons who are authorised to see and use the data, and that it is used solely for the purpose it was provided	Take the final decision as to whether their organisation should share sensitive data	Ensure the data being shared by their organisation is accurate
Ensure that any data received by their organisation is kept in a secure environment befitting the level of confidentiality attached to the data	Ensure personal data is processed by their organisation in accordance with the Data Protection Act 1998	

The IAOs have overall responsibility within their own organisations for this ISP, and must therefore ensure the protocol is disseminated, understood and acted upon by relevant staff within their organisation.

3.6.4. Operational Managers

The partners directly involved in data sharing will each appoint an Operational Manager who:

Will have a co-ordinating role	Will be responsible on a day-to-day basis for the data sharing	Will liaise with the operational contacts of the partner organisations
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Operational Managers – Points of contact:		
Partner organisation	Title	Contact details

3.6.5. Staff access to data

Each partner's Operational Manager will ensure that all staff implementing this agreement are made aware:

Of the contents of the ISP and the requirements to keep information secure	That access to the information is on a need to know basis only	That the disclosure of personal data must only occur where allowed under relevant legislation. Staff must always seek further guidance from their line manager/ Data Protection Officer if they are unsure whether or not to share data.
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Partner organisations will ensure that all individuals involved in the project understand what is required of them in relation to processing of personal information in accordance with the Data Protection Act 1998 and they will only access the information after receiving appropriate training in the application of this agreement and the requirements of good information handling.

Partner organisations will have processes in place to ensure

that all access is authorised by a suitably qualified person and is time bound i.e. is related to the period in which there is a relationship. Staff will adhere to their professional codes of conduct and/ or practice in respect of information given in confidence. However, compliance with any relevant professional code does not authorise the sharing of information where such sharing is not also permitted by law.

3.6.6. Data quality

Shared information is only of value if it is accurate and up to date. Each partner is responsible for ensuring that the personal information it creates is accurate and complete. Partners must ensure that the data they provide to other partners is complete and accurate and that it is compatible so that data is recorded in the same way, for example that dates of birth are written in a consistent form.

It is important that the data recorded is accurate as this will be the primary source of information for evidence based analysis of PSP success. The better the quality of the data, the better conclusions that can be drawn to evidence the positive impact of the PSP. This will allow potential funders

to clearly see impact and improve likelihood of investment. This will result in a more sustainable partnership.

If it is discovered that information held is inaccurate, partner organisations must ensure that their records and systems are corrected or updated accordingly. Should changes be made to a record, all reasonable efforts must be taken to ensure that anyone who has received a copy of the record is alerted to the change.

3.6.7. Key identifying information

The key identifying information for (target group) is:

Example

Name: Surname; forename	Address/postcode	Age	Location
Needs assessments and referral information	KPI's such as distance travelled	Add in relevant information	

3.7. Managing the agreement

3.7.1. Management structure

The agreement will be managed by the PSP Governance Group. This group will consist of a nominated contact from each of the partners who will meet to review progress and discuss issues that have arisen. The member of the Governance Group need not be the nominated Operational Manager.

3.7.2. Dispute resolution

If circumstances arise in which one partner has concerns in relation to the operation of this agreement every effort

should be made to resolve this so that data exchange is not disrupted. This should be done by the Operational Managers.

Any partner may suspend this agreement for up to 30 days, if their view is that security has been seriously breached. This should only be considered as a last resort and on the undertaking that the 30 day period (for example) will be used to resolve the issue.

Serious operational concerns should be escalated to the Governance Group.

3.7.3. Review

The ISP will continue until it is superseded by another ISP at a later date or if all parties agree to terminate. Any party may withdraw on giving six months’ notice in writing of their intention to do so. The ISP will be reviewed by the Governance Group one year after implementation and within three years thereafter or sooner if the Governance Group consider it appropriate or legislation dictates. The ISP will be subject to document control and approval procedures agreed by the partners. The first review will take place at the first Governance Group meeting.

3.7.4. Breaches

The partners will each ensure that the other partners are promptly notified of any security breaches or significant security risks, affecting shared information. Where the

breach is considered significant, the Information Commissioner’s Office will also be notified. If personal data is lost as a result of a breach, the organisations involved will consider on a case by case basis whether to notify the affected individuals of that breach.

Disclosure of data to persons/agencies outside the terms of this agreement (for instance, the forwarding of e-mails containing data marked “RESTRICTED” to any individual or organisation which is not a signatory to this agreement) will be deemed to constitute a breach of the agreement, unless a clear, legal justification and evidence can be provided to support the disclosure.

Where such data exchanges are necessary, consideration must be given as to whether the relevant person/organisation needs to sign up.

3.8. Information security

For partner organisations bound by the Cabinet Office Security Policy Framework, the mandatory minimum measures contained within “CESG Infosec Standard 6: Protecting Personal Data and Managing Information Risk” MUST be met. The minimum information security requirements are as follows:

Access to data should be restricted to users who have the authority to see such data.	Sensitive data on computer screens or in hard-copy format must not be accessible by non-authorized individuals.	Documents or emails containing sensitive personal information should be protectively marked.	Documents or removable electronic media (e.g. memory sticks) containing sensitive or personal data must be stored in lockable, secure containers when not in use.
The use of removable media to store personal sensitive information should be discouraged but if it has to be used the storage media must be encrypted.	When posting documents containing personal or sensitive data they should be: <ul style="list-style-type: none"> • Double enveloped and addressed in accordance with agreed procedures; and • Carried either by trusted hand or courier. 	Emails marked RESTRICTED must only be sent to and from email addresses containing: *.x.gsi.gov.uk, *.gsi.gov.uk, *.gsx.gov.uk, *.gse.gov.uk, *.gcsx.gov.uk, *.police.uk, *.pnn.police.uk, *.pnn.gov.uk, *.cjsm.net, *.nhs.net or *.scn.gov.uk [PLEASE DELETE OR ADD TO THIS LIST AS APPROPRIATE]	
In general fax machines should not be used for sending protectively marked information.	Data taken from premises must be kept secure at all times, must not be made available to individuals who are not authorised to see it and must only be used for the purposes specified within the agreement.	Once a paper document is no longer required, it must be destroyed in a paper shredder or disposed of using a suitable confidential waste procedure.	Electronic media must be securely disposed of when no longer required.

Breaches of security, confidentiality and other violations of this agreement will be reported in line with each partner organisations’ incident reporting procedures.

3.8.1. Protective marking

Sensitive personal data as defined in the Data Protection Act 1998 is personal data consisting of information as to:

Racial or ethnic origin of the data subject	Political opinions	Religious beliefs or other beliefs of a similar nature	Member of a trade union
Physical or mental health or condition	Sexual life	Any offence that may have been committed	

All partners will use the Government Protective Marking Scheme (GPMS) and will mark sensitive personal data as **RESTRICTED**.

Protectively marked information will be provided on the understanding that it will be stored, transferred and destroyed in accordance with the information security requirements described below.

3.8.2. Document marking

The protective markings that are appropriate for this ISA are:

<p>Not protectively marked Unrestricted.</p>	<p>Protect Would breach proper undertakings to maintain the confidence of information provided by third parties; breach statutory restrictions on disclosure of information; and would cause distress to individuals.</p>	<p>Restricted Would breach proper undertakings to maintain the confidence of information provided by third parties; breach statutory restrictions on disclosure of information; and would cause substantial distress to individuals.</p>
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Documents must be clearly marked with the appropriate protective marking. Each page must be marked at both the header and the footer using bolded capital letters – for example **RESTRICTED**. File covers must be similarly marked.

3.8.3. Storage

Protectively marked documents must be stored in a locked cabinet in a secure building.

3.8.4. Mail

Protectively marked documents that are being mailed internally or externally should be double enveloped. The inside envelope should have the name and address of the intended recipient and the protective marking – for example **RESTRICTED**. The outside envelope should have the name and address of the intended recipient and a return address in the event that the delivery cannot be made. The outer cover should not show the protective marking but should be marked **ADDRESSEE ONLY**.

Sensitive personal data sent externally should be carried by trusted hand or sent using a courier.

3.8.5. Email

All emails should have the appropriate protective marking. Those which do not contain any restricted information should be headed: **NOT PROTECTIVELY MARKED**.

Emails containing personal information should be protectively marked **PROTECT** or **RESTRICTED** (depending on the sensitivity of the information):

In the subject box at the beginning or end of the title using capital letters; and	In the message text at the start or top of the e-mail using bolded capital letters.
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Personal or sensitive data may only be exchanged by e-mail if both the sender and the recipient’s e-mail addresses indicate that they are on email networks that are accredited to carry emails at that level of sensitivity.

Data marked RESTRICTED may only be sent from and to email addresses containing:

*.x.gsi.gov.uk, *.gsi.gov.uk, *.gsx.gov.uk, *.gse.gov.uk, *.gcsx.gov.uk	*.police.uk, *.pnn.police.uk, *.pnn.gov.uk	*.cjsm.net	*.nhs.net	*.scn.gov.uk	[Please add or delete items as appropriate]
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The sender should ensure that recipients are aware of how protectively marked information should be handled and, ideally, obtain confirmation that the intended recipient agrees to the handling conditions prior to sending.

3.8.6. Fax

In general fax machines should not be used for sending protectively marked information and should only be used if absolutely necessary.

If it is considered essential to send protectively marked information by fax then the following procedures should be followed:

Store the fax number of the recipient in the fax machine and then only use the number stored in the machine to send the fax	Ensure a trusted recipient is present at the receiving fax machine to accept the fax	Send the cover sheet first and wait for confirmation that it has arrived	Send the remainder of the fax and wait for confirmation that it has been received
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3.8.7. Telephone

Sensitive personal information should not be discussed over a public telephone system, but if absolutely necessary should be done with extreme care.

3.8.8. Outside of the office

Sensitive personal information removed from the office for meetings or approved home working must be carried securely, preferably in a briefcase, box or pouch. The information must remain in the possession of the individual at all times unless it can be stored in an approved security container.

Sensitive personal information must not be worked on anywhere where the contents might be overlooked or otherwise noticed and they must not be left unattended in any public place, such as a restaurant, hotel, taxi or public transport vehicle. They must not be entrusted to the custody of a member of the public or left locked in an unattended vehicle.

Anonymity is usually desirable but to guard against accidental loss it is advisable to attach a discreet label to the briefcase or other container, bearing wording to the effect that anyone finding it should telephone the appropriate contact or hand it in to the nearest police station.

3.8.9. Retention and destruction

All participating organisations will have a policy document which will make clear their approach to retention, storage and disposal of records, in line with the Public Records (Scotland) Act 2011, principle 5 of the Data Protection Act and other relevant rules/legislation, including the minimum retention schedules.

The partners will ensure that their retention procedures (particularly relating to the shared information) will be subject to periodic review to ensure that the information is kept no longer than is legitimately required.

The partners have established mechanisms for archiving information which they must retain for a period but which is not required for normal operational use. Such archiving helps comply with respect for the privacy of service users by significantly reducing the number of individuals with potential or actual access to the information.

Once documents containing sensitive or personal data are no longer required they must be shredded or disposed of using a suitable confidential waste procedure. Electronic data that is no longer required must be deleted and electronic media (e.g. CDs or memory sticks) must be securely disposed of.

3.9. Public information requests

3.9.1. Data Protection Act – subject access requests

Under the Data Protection Act 1998 a data subject (or authorised individuals acting on their behalf) has the right to make a Subject Access Request and to receive a copy of the personal data relating to them which is processed by an organisation. Dealing with such requests is the responsibility of each individual data controller.

If a partner receives a Subject Access Request and the personal data is identified as belonging to another partner, it will be the responsibility of the recipient to advise the data subject that they do not hold the data and provide the identity of the partner who does advising that the data subject should refer their request to them. Communication must take place quickly to ensure the request is processed within the statutory 40 calendar day time period.

3.9.2. Freedom of Information (Scotland) Act – information requests

The partners are all Scottish Public Authorities for the purposes of the Freedom of Information (Scotland) Act 2002 (FOISA) and therefore obliged to respond within 20 working days to any request for information submitted to them in a permanent form e.g. a letter or email. All partners are required to produce and maintain a Publication Scheme that

it is proactively published in accordance with the terms of FOISA. This will include publication of this agreement on their websites.

Any request for information submitted to any partner will be processed under the organisations existing FOISA handling procedures, passing up through the organisations internal review process where appropriate.

Where any FOI requests are received which affect more than one partner or which are potential mixed Data Protection and Freedom of Information Act requests, the partners will liaise to ensure a consistent approach, particularly regarding any exemptions which may need to be applied and the justifications for them (e.g. concerning data which might have commercial implications or which may have been provided in confidence). The partners will ensure that any personal data exchanged between them in such situations continues to be on a strict 'need to know' basis.

3.9.3. Complaints

Any concerns or complaints received from service users relating to the processing or sharing of their personal information will be dealt with promptly and in accordance with the internal complaints procedures of organisations.

Section 4

Dispute resolution

The PSP model relies on a partnership being formed between organisations who may not have prior experience of working with one another. An unfortunate consequence of this is the potential for disputes to arise between organisations. In order to protect the interests of the individual partner organisations and the PSP itself it is necessary to ensure that there is agreement between partners on an approach to dispute resolution.

Where partners fail to agree with one another or with the PSP on any issue related to the partnership then the process detailed below may be followed:

<p>1</p> <p>The partners of the PSP will meet to resolve the issue</p>	<p>2</p> <p>If unresolved the Partners effected will each agree to prepare a written note of their position on the issue and exchange it with others for consideration within 10 working days</p>	<p>3</p> <p>If the issue remains unresolved the effected parties will meet with the Governance Group who will be the final arbitrator</p>	<p>4</p> <p>In the worst case scenario where the issue cannot be resolved through the Governance Group there will be a requirement for an independent arbitrator to facilitate a resolution</p>
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The above approach is for guidance only. Individual PSPs may need to adapt this depending on their circumstances.

Section 5

Memorandum of Understanding template

The template below provides an example of a Memorandum of Understanding with some wording included in each section for guidance purposes only. The template should be used as a starting point and altered to suit the specific requirements of the PSP and its partner organisations.

5.1 Purpose and scope

This Memorandum of Understanding (“the MoU”) forms the basis of a Public Social Partnership (“the PSP”) between the third sector supplier(s) and XXX commissioner(s), established to demonstrate the parties’ commitment to collaboration and innovation in the delivery of public services. The MoU defines and formalises the relationship between the parties and sets out their roles and responsibilities within the partnership.

The MoU covers the services agreed by the parties, to be designed and delivered within the PSP. The agreed service to be delivered is:

“Name of service design or re-design”

The MoU is not a contractual document and does not impose any legal obligation on any party. The overall relationship described by the MoU is a voluntary arrangement. The MoU is independent of any other agreements signed by or between the organisations concerned.

5.2 Lead organisations

The PSP is a multi-agency partnership. While this MoU will extend to all partners, third sector suppliers and XXX commissioners, the MoU will also highlight the “Lead” partner organisations. All partners contributing will however be asked to commit to the MoU. (Section 14 of this template will record the full range of partners of the PSP).

1. Organisation 1 is an innovative (organisation), responsible for delivering all local health and social care services (*for example*) to XXX people in an integrated way. *Description of organisation here.*

We will be the **lead** agency and will be referred to hereafter as the **XXX**. (NB: the lead agency is likely to be the lead commissioning organisation and be responsible for leading and representing the interests of the public sector agencies involved in the PSP).

2. Organisation 2 is a 3rd sector organisation responsible for providing supported living services to XXX Description of organisation here.

We will be the **lead** provider and will be referred to hereafter as the **XXX**. (NB: the lead provider will be responsible for leading and representing the interests of the third sector parties involved in the PSP and is likely to take on the project management of the PSP)

3. The below listed 3rd sector organisations will be known collectively and be referred to hereafter as the Provider(s):

- a. Organisation 2....
- b. Organisation 3....

5.3 Objectives of the partnership

The aim of the PSP in general terms is to improve the design and delivery of public services, by working in partnership, to maximise the benefits to the community.

The specific aim of this PSP is to develop a genuine and lasting partnership to support the remodelling of XXX services. The PSP partners will develop a ‘route map’ for the redesign with clear options for how best to deliver personalised support (*taking into consideration self-directed support legislation*).

5.4 Roles and responsibilities

The Provider(s) will be responsible for:

Working with XXX to develop services	Supplying the agreed support to the agreed timescales and specifications	Communicating any constraints clearly to the XXX	Supplying financial information and information relevant to the design process in relation to subcontracts
Providing service delivery and performance information	Providing constructive feedback on the partnership experience	Working towards making the service sustainable	

In addition to the above the Lead Provider will be responsible for:

Coordinating the third sector partners in the development and delivery of services	Overcoming barriers to service delivery through working with and supporting the third sector partners	Acting as a conduit for issues raised by third sector parties and ensuring resolution of issues raised
Assimilating information in relation to service delivery and performance progress	Establishing and maintaining good governance regimes	Ensuring communication and dialogue is maintained across the PSP

The public sector organisation(s) will be responsible for:

Working with the Provider(s) to develop services	Identifying services for delivery and performance expectations	Assessing the level of need within the target population	Ensuring services fit with the XXX stated aims and objectives
Communicating requirements clearly to the Provider(s)	Providing constructive feedback on the partnership experience	Overcoming barriers to delivery through supporting the partnership	

In addition to the above the Lead public sector agency will be responsible for:

Coordinating the requirements of the public sector bodies involved in the PSP	Ensuring service development and delivery aligns to expectations and is on track as per agreed timescales	Supporting the governance of the PSP
-------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------	--------------------------------------

Further detail should be included on specific roles within the PSP e.g. project manager, communications lead, workstream lead etc. In addition, the amount of time allocated by partner organisations to each role should be indicated to ensure clarity in terms of time commitment from partners.

5.5 Governance

Governance refers to the structures and processes that will ensure the PSP is managed in a controlled way. It includes the delegation of accountability to the correct level and provides a framework for decision making in appropriate forums with authority to ensure decisions are implemented.

5.5.1 Governance group

Effective governance will be key to ensuring the success of the PSP and is the ultimate responsibility of the Governance Group which consists of senior partner members of the PSP.

The Governance Group comprises:

List the members of the Governance Group and their specific role

The Governance Group will act to ensure commitment to the PSP is maintained through clear stakeholder communication and awareness-raising of PSP objectives, progress and benefits achievement.

The Governance Group will provide direction and decision-making support for the PSP and will be responsible for:

Reviewing and approving the PSP plan, management processes, governance controls and ongoing documentation	Authorising commitment of PSP resources and exercising functional and financial authority to support the PSP	Receiving reports from the project manager and monitoring progress and ensuring appropriate management of any slippages in timescales
Reviewing risks, issues and any deviations from project plans and determining appropriate course of action based on recommendations from the project manager	Resolving issues related to priorities, requirements and/or procedures	Approving and prioritising, or deferring, significant change requests arising during the PSP
Ensuring suitable quality controls are in place and enforced	Ensuring potential PSP benefits are realised	Authorising PSP closure

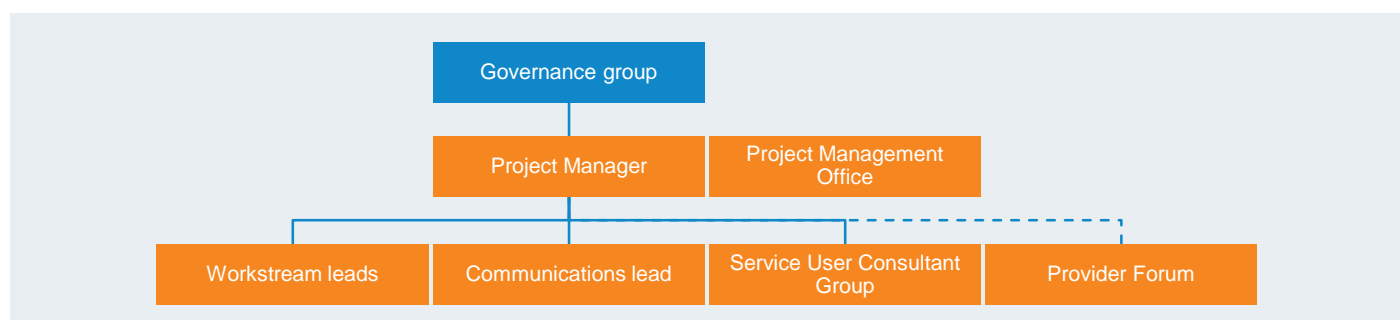
Governance processes and controls will be developed alongside the project management structure and processes and signed off at the Governance Group meeting on XXX.

The Governance Group will meet on a monthly basis, commencing XXX.

The Governance reporting regime will develop as the PSP progresses but will be based primarily on the progress reports provided by the project manager and will be reviewed alongside the risk log, financial plan and benefits realisation plan.

5.5.2 PSP governance structure

The proposed governance structure of the PSP is shown below:



The project manager will be the main point of contact for the Governance Group in relation to the operational activities of the PSP.

The project manager is responsible for the day to day organisation of the work of the PSP and regular meetings with the various leads.

The above structure is for illustration and should be adjusted to meet the specific requirements of the PSP.

5.6 Accountability

It is the responsibility for all partners involved in the PSP to share, inform and secure agreement within their own organisational governance arrangements for the PSP and its full delivery. It will be each PSP partner's obligation to

highlight any discrepancy between their own governance arrangements and the PSP model and delivery, as and when any discrepancy arises, so that any issues can be assessed and acted upon in a timely manner.

5.7 Duration of the MoU

The MoU is designed to cover the period during which the PSP is operating and is effective from the date of signing up to the point of tender and contract award. Further detailed documentation will be agreed in relation to any planned pilot process.

services covered by the MoU, under normal procurement rules, contingent upon the pilot demonstrating its success. The final specification and terms of this procurement process will be discussed between and agreed by the authorities who will bear responsibility for funding the service.

It is understood by all parties to the PSP that, at the end of any agreed pilot, the XXX will competitively tender the

5.8 Partnership values

The PSP relationship will be based on:

Equality	Mutual respect and trust	Open and transparent communications	Co-operation and consultation
A commitment to being positive and constructive	A willingness to work with and learn from others	A shared commitment to providing excellent services to the community	A desire to make the best use of resources

5.9 Communications

The Parties within the PSP commit to communicating openly and constructively and to sharing good practice. The sharing of good practice can extend beyond the partnership, but where specific information is shared, this should be communicated through the Governance Group.

community. This co-operation will include the sharing of appropriate information and maintaining effective communication, where this will inform and improve the delivery of services and enhance the learning. The parties also commit, so far as is reasonably possible, to communicating relevant information regarding progress to the wider set of stakeholders and interested parties.

The Parties agree that they will consult and co-operate together in order to achieve the maximum benefits for the

5.10 Confidentiality and Data Protection

The Parties to the PSP agree to share information with each other, in particular information relating to the target population	The Parties to the PSP may at times acquire information that has not yet been made public and/or is confidential. The Parties must not disclose confidential information for commercial advantage or to disadvantage or discredit other parties to the PSP or anyone else	Any personal data obtained or used by any of the Parties in the course of the project shall be processed in accordance with the Data Protection Act 1998. The only personal data held by any party will be data which is relevant to the care needs of the individual
Information will be shared to support a safe and effective transition from community to prison, and more critically from prison to the community amongst the beneficiaries	There is an expectation that personalised data, reflecting individuals' need, will be collected with informed consent from the outset. Informed consent will normally include a signed consent form	

5.11 Funding and business arrangements

All partners agree to progress the agreed model for the duration of the MoU. The Provider(s) will provide the agreed services to the XXX at the agreed price and will be responsible for securing the resources required to provide the services. The XXX will ensure that the resources are in place to pay the Provider(s) for the services supplied, within the agreed payment timescales, and governed by appropriate procurement and state aid legislation.

These arrangements will exist for the duration of the MoU.

5.12 Amendments and dispute resolution

Once agreed, the MoU may only be amended by mutual agreement, signed by the authorised signatories of all parties to the PSP. Once approved, amendments should be attached as annexes to the original MoU	The MoU will be reviewed annually by the Governance Group or earlier if required. Any changes will be mutually agreed and signed by the Parties	Any issues or disputes which cannot be immediately resolved to both parties' satisfaction should be escalated to the PSP Governance Group
The Governance Group will include a fair representation from each of the Parties	The Governance Group will act as final arbiter in all disputes	The MoU is not intended to be legally binding, nor to give rise to any liability of any kind whatsoever. The Parties will therefore be individually liable for any costs arising from amendments to the MoU

5.13 Termination

If any of the Parties wish to disengage from the partnership, a minimum of three months' notice must be given in writing to the other Parties, with reasons for the termination.

5.14 Key organisation contacts

The key contacts for the PSP are as follows:

XXX:

Provider(s):

5.15 Acceptance

We the undersigned, as authorised signatories of the Parties to the PSP, have read and accepted the terms of the Memorandum of Understanding between the identified Provider(s) and the XXX Partners and accept these.

Providers		
Organisations	Contact name and roles	Signature/date

Section 6

Project Plan template

Ready for Business has developed a project plan template to assist you with the project planning process. The template example is shown below.

PSP project plan (example template)																
Workstream	Task ID	Activity description	Owner	Start	End	Status	9 Jan-17	10 Jan-17	11 Jan-17	12 Jan-17	13 Jan-17	16 Jan-17	17 Jan-17	18 Jan-17	19 Jan-17	20 Jan-17
		Communications														
		Engage with Comms Team														
		Hold Communications Strategy w/shop														
		Agree internal approach														
		Finalise communications plan and socialise with providers														
		PSP partners to define internal communications approaches														
		Progress updates to 'keep informed' group of providers														
		User engagement events														
		Regular comms review to identify key targets for engagement														
		Governance														
		Agreed Memorandum of Understanding (MOU)														
		Support requirements for providers delivered by project resource agreed														
		Roles and responsibilities allocated against tasks defined in project plan														
		Project Board Meetings:														
		Monthly update report														
		Identify and monitor risks and issues														
		Issue minutes to PSP partners														
		Providers Meetings														
		Engage with procurement team														
		Service Baseline														
		Detailed baseline - stakeholder interview and data analysis														
		Map current services being delivered														
		No of providers/hourly rate														
		No of users/geographic location/user need														
		Define and document current processes for accessing & delivering service														
		Identify current systems in use														
		As-Is Process Mapping workshop														
		Finalise process map with s/holders and agree opportunities for change														
		Service user engagement - opportunity identification														

PSP project plan (example template) cont.

Workstream	Task ID	Activity description	Owner	Start	End	Status	9 Jan-17	10 Jan-17	11 Jan-17	12 Jan-17	13 Jan-17	16 Jan-17	17 Jan-17	18 Jan-17	19 Jan-17	20 Jan-17
		Outline Business Case														
		Define level of provision required (future modelling) w/ providers and users														
		Define options for future service which meet need w/ providers and users														
		Define business case for identified options (costs/benefits)														
		Socialise business case with key stakeholders														
		Business case signed off by Project Board and Transformation Board														
		Detailed Service Design & Implementation														
		Review and amend eligibility criteria/service access policy														
		Detailed to-be design of services to be available to users														
		Define to-be process for accessing and receiving service e.g. brokerage etc.														
		Define support services / advocacy services for service users														
		Performance management process - define KPIs														
		Create role descriptions														
		Workforce development - training needs analysis														
		HR and recruitment implications														
		Future Systems Requirements - e.g. resource allocation system														
		Business requirements														
		Pilot Implementation planning														
		Costs defined														
		Timescales & Milestones agreed														
		Pilot boundaries - no of providers / users / geographies agreed														

PSP project plan (example template) cont.

Workstream	Task ID	Activity description	Owner	Start	End	Status	9 Jan-17	10 Jan-17	11 Jan-17	12 Jan-17	13 Jan-17	16 Jan-17	17 Jan-17	18 Jan-17	19 Jan-17	20 Jan-17
		Pilot Stage														
		Define post pilot governance structure, including appropriate Terms of Reference for any groups and all roles and responsibilities														
		Refresh the MoU in collaboration with partners														
		Clearly define the pilot funding approach and budget structure (how and when funding will be received, distributed to partners and subsequently spent)														
		Define a monthly reporting structure for all partners to contribute to which produces a consolidated and regular view of the PSP. It should feature; planned and completed activities, current budget position, risks and issues (new and updated)														
		Create the detailed plan for pilot roll out (should feature timescales and resources)														
		Define the tool or processes for collecting and monitoring both KPIs and outcomes														
		Create sustainability strategy and plan which articulates the organisations to target, who will approach them the messages to convey in order to sustain the service post pilot. Commence in a 'light touch' approach from the start of the pilot period														
		Commence pilot roll-out														
		Hold regular governance meetings														
		Monitor KPI's and outcomes														
		Service review workshops - Hold quarterly with staff and service users to discuss strengths and weaknesses. Refine the delivery model accordingly														
		Through an evidence based approach, firm up original sustainability agreements with potential funder(s). The in-principle agreement from funders should be transformed into agreed funding allocations for the post-pilot period														
		Procurement Stage														
		Engage with the relevant procurement team of host organisation with sufficient lead time														
		Begin drafting of service specification, in line with lead time from host organisation														
		Develop a strategic plan for the procurement process, encapsulating vision and aims for the post pilot service														
		Capture the baseline for the post-pilot service. This should include service cost and will indicate what procurement threshold legislation it may have to follow e.g. OJEU														
		Conduct a short options appraisal on which method of procurement is best, if a choice is available (e.g. restricted tender, open tender, negotiated tender, competitive dialogue)														
		Agree timeline for the procurement process														
		Understand and address implications for procurement e.g. TUPE														
		Finalise and sign-off service specification														
		Respond to advertisement of the contract in line with applicable regulations														
		Register interest and complete PQQ														
		Compose final bid and submit														

Section 7

Progress Report template

Report subject:			
Period covered	•	Issue date	•
Project Status	• R/A/G		

Activity this month	Activity next month
•	•
Key risks	Key issues
•	•

Immediate actions required from Governance Group

•

Key milestones	Completion date			Reason for variances
	Planned	Expected	Actual	
<i>Can be drawn from project plan</i>				

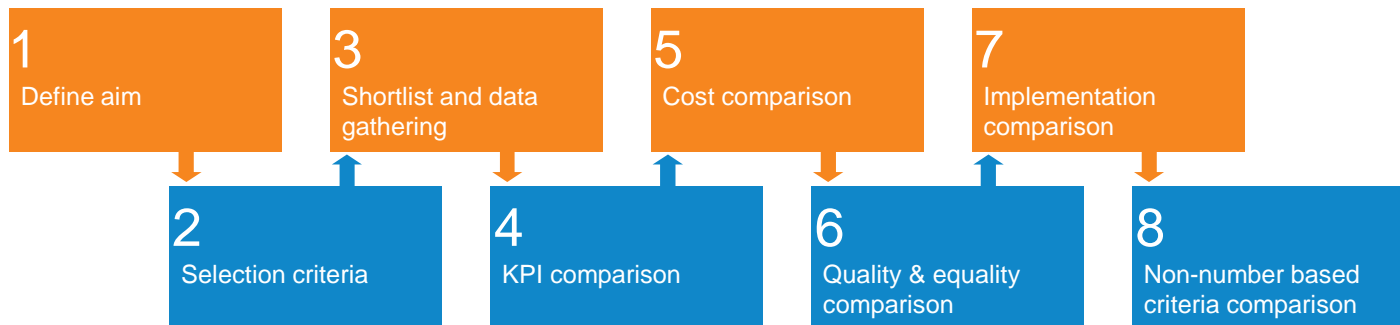
Section 8

Options Appraisal

8.1. Introduction

Purpose - This section aims to provide an outline of an options appraisal process for service design options and act as a guide for walking through each of the stages. It is given that the content of all options appraisals are different and the template provided here should be used as a toolkit which can shape to the challenges faced by the PSP.

The diagram below gives a description of the 8 key steps to follow in an options appraisal. This document follows the structure of each of the steps but it is recommended you read the whole section through first before attempting to populate.



8.2. Step 1: Define aim

Provide a detailed description of the aim of the options appraisal.

8.3. Step 2: Selection criteria

The next step is to determine what selection criteria will be used to arrive at a preferred option for service design. The criteria should reflect the aim and objectives of the PSP, perhaps considering questions such as:

Will the improvement option address all issues currently faced by the service?	Will the option deliver the required performance?	How long will it take to implement the option and what challenges will need to be overcome?
What will be the cost of implementing and running the option?	Will the option meet all service user needs?	Will the option deliver all of the benefits and outcomes agreed?

The criteria must be agreed by all key stakeholders of the PSP to ensure key stakeholder requirements are being met and to maintain transparency in the process. The criteria could be drawn up by the project team in advance and circulated to stakeholders or discussed and agreed at a stakeholder event.

We have listed in the following sections sample criteria and scoring mechanisms by way of example. The criteria cover the areas of:

KPIs	Cost	Quality and equality	Implementation	Non-number based criteria
------	------	----------------------	----------------	---------------------------

8.4. Step 3: Shortlist and data gathering

In the event that there are a number of potential options that could be taken forward into detailed design as a service solution for the PSP, it is recommended that the initial longlist of options is first reduced to a shortlist of the best 3 options. (NB: although 3 is a leading practice recommended number, the actual number on the short list may be higher if the subject matter dictates). This allows resource to concentrate on a reduced number of options when undertaking more detailed data collection and analysis for the second stage of option selection.

The initial reduction of the long list can be done through desktop analysis of the longlisted options, followed by interviews and/or an event with key stakeholders to prioritise the longlist using the agreed criteria.

The exercise will be fairly high level at this initial stage. The key is to note the logic and reasons as to how the shortlist is arrived at and ensure that the stakeholders are comfortable with the process and the options being taken forward for further assessment. Use the table below to capture output:

Option name	Option descriptions	Included on shortlist?	Reason

Following finalisation of the shortlist, work needs to be done to gather more detailed information on each of the shortlisted options in relation to the selection criteria that will be used for scoring.

Once the detail has been prepared, a workshop involving key stakeholders should be undertaken to apply selection criteria against the shortlisted options. It may be advantageous to share as much information on the shortlisted options prior to the event as possible.

The following steps consider examples of typical selection criteria used.

8.5. Step 4: KPI comparison

The table below is used to compare the KPIs identified during selection criteria. List the indicators down the left hand side then use them to build up a comparative picture of the options side by side.

To make the comparison manageable, a points system has been employed to normalise the scoring and allow a like for like comparison. The best score is to be assigned a score of 3 and worst a score of 1. This will allow a cumulative build of points over the other comparisons. As some KPIs may be more important than others, we have added a multiplier column, which allows the score for certain KPIs to be incremented in line with their priority.

KPI	Option 1	Option 2	Option 3	Points ranking (best = 3 / worst = 1)			Multiplier
				Option 1	Option 2	Option 3	
List the KPI's in this column that the Options are to be assessed against							
Total							

Footnotes to add texture or capture exceptions to the comparison table should be added here.

8.6. Step 5: Cost comparison

The table below is used to compare costs identified. List the cost factors down the left hand side then use them to build up a comparative picture of the options side by side. To make the comparison manageable, a points system has been employed to normalise the scoring and allow a like for like comparison. The best score is to be assigned a score of 3 and worst a score of 1. This will allow a cumulative build of points over the other comparisons. As some KPIs may be more important than others, we have added a multiplier column, which allows the score for certain KPIs to be incremented in line with their priority.

Either the points system or a total cost can be used to draw the comparison, the choice will depend on whether or not cost weightings are applied (e.g. staffing costs may already be incumbent unavoidable costs, but the investment in infrastructure is additional investment beyond budget hence that may be given a greater weighting).

Cost factors All cost associated factors should be listed in the table below	Option 1	Option 2	Option 3	Points ranking (best = 3 / worst = 1)			Multiplier
				Option 1	Option 2	Option 3	
Staffing costs							
Implementation costs							
Infrastructure costs							
Ability to make recurrent savings							
Pay back periods							
Disposal proceeds							
Total							

8.7. Step 6: Quality and equality impact comparison

The table below describes the comparison for Quality & Equality impact comparison.

This is by no means a replacement to the existing process for managing impacts, but it is a mechanism to compare and contrast the impacts in order to ensure the scoring of options take in a 360 degree approach to assessment. Just to reiterate; the information contained in the table below is purely illustrative.

E.g. clinical impacts All clinical associated factors should be listed in the table below	Option 1	Option 2	Option 3	Points ranking (best = 3 / worst = 1)			Multiplier
				Option 1	Option 2	Option 3	
Accessibility to service (average additional distance for service users, staff and carers to travel, accessibility to local services)							
Impact on service user experience and access to onsite resources							
Impact on user safety							
Impact on car parking							
Impact on Professionals impact							
Transport accessibility							
Does it meet the service specification							
Support from other services or stand alone?							
Total							

8.8. Step 7: Implementation comparison

The likelihood of implementation success of any option should not be overlooked. This table provides a comparison of considerations regarding implementation which may influence decisions made regarding options. The typical factors which should be considered here are those which would aid or hinder the implementation process (e.g. consultations, planning applications).

Implementation factors All implementation associated factors should be listed in the table below	Option 1	Option 2	Option 3	Points ranking (best = 3 / worst = 1)			Multiplier
				Option 1	Option 2	Option 3	
Timescales from conception to completion (months)							
Risks and barriers to completion (number of)							
Possible rejection of consultation process (yes or no)							
Estates works/timescales							
Authorisation committees agreement							
HR Consultation/issues (relocation)							
Total							

8.9. Step 8: Non-number based criteria

This table provides the opportunity to include a comparison of factors which may influence the decision making process behind options. The criteria here are those which are scored by human judgements or interpretations. If including these criteria, it is strongly recommended this is carried out in a group setting to ensure fairness. A popular method is for everyone to write down the score they think applies to particular criteria, then take turns exploring that score and justifying the reasons or factors which support that score to the group. The final average score of the group can be moderated up or down depending on the justifications given.

Non-number based criteria List the non-number based criteria in this column that the Options are to be assessed against.	Option 1	Option 2	Option 3	Points ranking (best = 3 / worst = 1)			Multiplier
				Option 1	Option 2	Option 3	
	<i>Give the applicable data in these boxes</i>			<i>Rank each option in these columns</i>			
Total							

8.10. Comparison summary

In the following table include the appraisal's findings for each of the options by summarising key strengths and weaknesses for each option.

Option 1	Option 2	Option 3
<ul style="list-style-type: none"> Total cost Total score 	<ul style="list-style-type: none"> Total cost Total score 	<ul style="list-style-type: none"> Total cost Total score
<ul style="list-style-type: none"> Key benefits summary . . 	<ul style="list-style-type: none"> Key benefits summary . . 	<ul style="list-style-type: none"> Key benefits summary . .
<ul style="list-style-type: none"> Key risk summary . . 	<ul style="list-style-type: none"> Key risk summary . . 	<ul style="list-style-type: none"> Key risk summary . .

8.11. Final recommendation

A final recommendation is proposed based on the data and scoring from the options appraisal process.

Section 9

Risk management

9.1. RAG status description

An example scale and description of each of the RAG (red, amber, green) status can be found below:

Cumulative Risk score (Probability score + Impact score)	RAG Status	Description	Action
1	Green	The risk/issue is unlikely to effect the overall deliverability of the programme and can be managed effectively by the PSP partners	Tracked within the Risk, Action, Issue and Dependency (RAID) log.
2			
3			
4	Amber	The risk/issue has a negative effect on the performance of the project but it can be dealt with by the PSP partners.	Governance Group should be notified using the project status report.
5			
6		There is a risk that it will have an effect on time, cost or scope however it is within the tolerances set by the Governance Group.	
7			
8	Red	The risk/issue poses a significant threat to the project and corrective action is needed.	Should be escalated to the sponsor and Governance Group immediately.
9			
10		The effect it will have on time, cost or scope exceeds the tolerances set by the Governance Group.	

9.2. RAID log template

Ready for Business has developed a Risks, Assumptions, Issues and Dependencies (RAID) log template, which is can be set up in Excel. The relevant worksheets are shown below:

RAID template												
Risks (example)												
No#	Date	Risk	Impact (1-3)	Probability (1-5)	Score	Mitigating actions	Latest update	Date of latest update	Completion date	Status	Owner	Category
1	20-Jan	Start of pilot delayed due to external demands on project manager	1	5	6	Angela to speak to Bernard to free up more time	Meeting scheduled with Bernard for 25/1/17	21/01/2017		Open	Angela	Resource

RAID template

Assumptions (example)

No#	Date	Assumption	Action to validate	Impact if assumption incorrect	Status	Workstream	Owner
1	20-Jan	Pilot funding will be made available in March			Open	Governance	Amanda

RAID template

Issues (example)

No#	Date	Issue	Consequence	RAG Status	Target resolution date	Mitigating actions	Latest update	Date of latest update	Status	Accountable	Category
1	20-Jan	Equipment is significantly more expensive to procure than assumed in our business case	This cost will use most of the contingency reserves in our budget	Green	25 Jan-17	Monitor prices, look into loan	Prices remain high	21 Jan-17	Open	Tom	Pilot Delivery

RAID template

Dependencies (example)

No#	Date	Dependency	Dependent on..	Potential Impact	RAG status	Mitigating actions	Target resolution date	Latest update	Date of latest update	Status	Owner	Workstream
1	20-Jan	Sustainability - continued funding of PSP after pilot phase ends	Funding secured from targets x, y and z	Service ceases	Amber	Secure funds early	15 Mar-17	Criteria received. Business case being drafted, pending further pilot results	21 Jan-17	Open	Robert	Sustainability

Section 10

Knowledge Transfer strategy

10.1. Introduction

This document sets out the tools and techniques to establish a knowledge transfer strategy. This will assist in forming a knowledge transfer plan and how this can be implemented to maximise knowledge sharing. It also provides a tracker to enable knowledge transfer to be monitored throughout the PSP or project life and beyond.

Knowledge transfer is a structured 2 way process to transfer knowledge and skills between at least (but not restricted to) two parties. Knowledge transfer can be used for many different features from governance learning to risk management.

The strategy is usually implemented at a team lead level and is designed to incorporate designated team members and other representatives for deployment as appropriate.

Knowledge transfer is important for a number of reasons:

It ensures that knowledge is retained within the organisation (or PSP) so that if an individual leaves the project, they do not take all the knowledge with them	It creates a path for new team members to gain knowledge from existing team members	It identifies and enables knowledge gaps that might arise as a result of team members transitioning from one team to another	It ensures team members gain knowledge of the project to provide the best outcomes and best practice. This may enable the project to be replicated
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10.2. About the PSP

This section provides details of the PSP to give context. This need only be a couple of paragraphs.

The aim and objectives of the PSP	What work has been done to date?	What is the case for change?	What is the degree of change required?
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10.3. Aims and objectives of the Knowledge Transfer strategy

E.g. Improve partnership working or increase likelihood of sustainability

10.4. Knowledge Transfer stakeholder map

The following table provides an overview of the stakeholders that have been identified as having a role or interest in the completion of the PSP e.g. users, staff, sponsors, leaders, suppliers. The table also assesses the level of involvement and engagement with the knowledge transfer strategy and will allow the PSP to identify key organisations and/or individuals who could contribute information or knowledge.

Stakeholder	Role	Contributor or recipient	Knowledge requirements	Level of priority (1-4)
e.g. A N Other	Project manager	Recipient	Project plan template	3

Priority level (indicative only)

<p>1</p> <p>Top priority, individual/organisation requires this knowledge in order to ensure PSP success</p>	<p>2</p> <p>High priority, individual/organisation requires this knowledge to significantly improve performance or delivery</p>	<p>3</p> <p>Medium priority, individual/organisation would have an advantage if they acquired this knowledge but will not impact overall PSP performance or delivery</p>	<p>4</p> <p>Low priority, individual seeks to develop their own skills that are not in scope for the PSP</p>
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10.5. Roles and responsibilities

This section outlines the roles and responsibilities that are required to implement and plan a structured and sustainable knowledge transfer strategy.

Role	Responsibilities	Name	Position
Knowledge Transfer sponsor	<ul style="list-style-type: none"> • Endorses and promotes knowledge transfer process at governance level • Approves resource and budget to enable strategy implementation • Raises issues to Governance Group for decisions 		
Team Lead for core PSP team	<ul style="list-style-type: none"> • Ensures knowledge transfer process is executed within team • Verify team member roles and responsibilities and partnering of team members • Work with team members to ensure that knowledge transfer goals have long term focus • Keep track of knowledge transfer status and reports regularly through the year (2 monthly or bi annually) • Adapt strategy to issues which may occur 		
Team lead for supporting PSP organisations / team members	<ul style="list-style-type: none"> • Work with primary team lead to identify learning goals that are SMART (specific, measurable, assignable, realistic and time bound) • Perform tasks to achieve learning goals • Self-evaluate against goals • Report knowledge transfer progress to team leads • Provide feedback on knowledge transfer process • Receive knowledge transfer from other team members 		

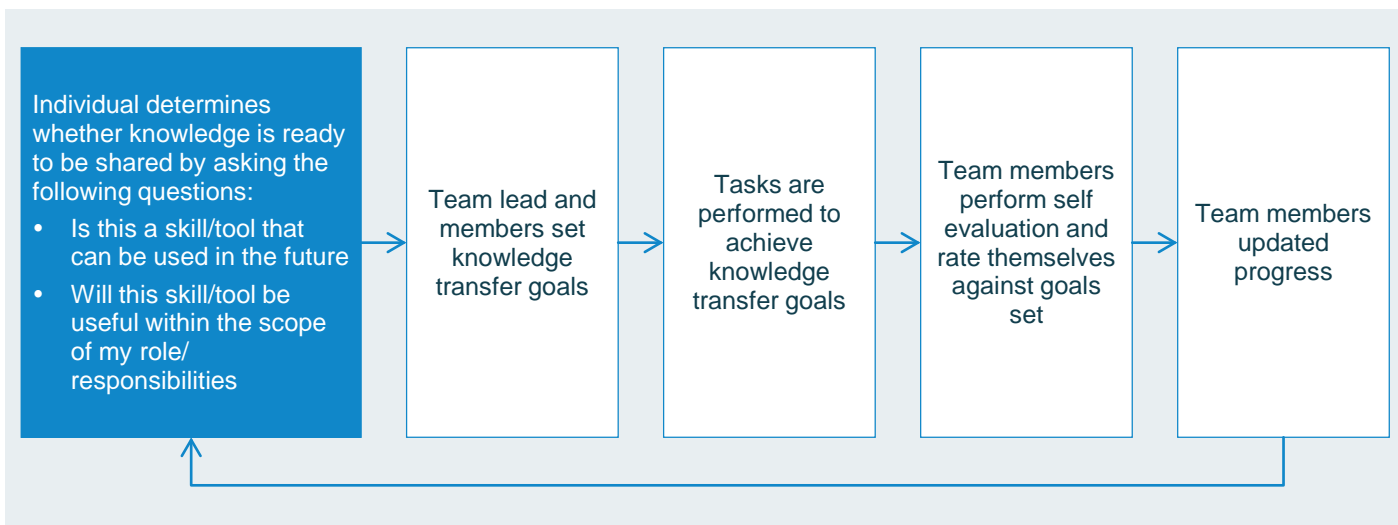
10.6. Information to be shared using knowledge management strategy

Knowledge management can be used to share knowledge and experience across a number of different functions which include, but are not limited to the following (the information to be shared should flow directly from the aims and objectives outlined earlier in this document):

<p>Project management</p> <p>It will be important to share best practice for project management documentation and processes such as reporting, RAID logs, meeting management, communication and project planning</p>	<p>PSP governance</p> <p>Ensuring best practice for conducting governance meetings, decision making processes and stakeholder management will ensure robust governance which will stand up to external challenge</p>	<p>Processes</p> <p>It will be important to share learning on processes such as service user consultation and evaluation tendering to ensure that the best outcomes are achieved in the most efficient manner</p>	<p>Technology solutions</p> <p>Sharing information about technology may help create efficiencies, relieve issues between different technologies and help improve technology across the partnership</p>
<p>Security and controls</p> <p>Sharing experiences with information sharing may help reduce issues arising from confidentiality, intellectual property and data protection</p>	<p>Risk management</p> <p>It can be useful to share risks, issues and mitigating actions to ensure that the most appropriate actions can be put in place to reduce impact</p>	<p>People management</p> <p>It is useful to share management techniques across a range of levels to ensure best practice is captured and rolled out across the team</p>	<p>Service Delivery</p> <p>It is useful to share information on different approaches to service delivery within a specific setting (e.g. within a prison, health, social care setting) to ensure best practice is embedded</p>

10.7. Knowledge Transfer process

This is one example of a knowledge transfer process but should be adapted if it does not meet the needs of the PSP.



This process helps ensure that the knowledge that is being transferred within the partnership is relevant to the project and has assigned owners who tie their own individual progress into the success of the programme. This should increase the success of the project whilst simultaneously improving the skills and knowledge of the team members.

10.8. Methods, tools and techniques

There are a range of methods, tools and techniques which can be used to maximise the value of knowledge transfer. We have detailed these below, but it will be at the discretion of the project lead to decide which the best fit for their team and project are. The table below can be used to plan out which tools to use for the transfer of specific knowledge.

<p>Team co-location and a “one-team” approach</p> <p>This involves getting different members from each team to work in one location and prioritises day-to-day informal skills and approaches to working in a partnership</p>	<p>Formal training</p> <p>Shared technical training, workshops, active simulations and problem solving sessions help create partnership solutions and one way of working across the partnership</p>	<p>Creating learning environments</p> <p>Create practice/specialist groups who are able to share their ideas and experiences to increase innovation and collaboration</p>	<p>Use an external facilitator</p> <p>Using an external consultant or person not involved in the project to facilitate a session to draw out key documentation, learning, case studies, contacts, methodologies, deliverables and any proposition documents</p>
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In order to maximise long term knowledge sharing, the following solutions can be implemented to ensure that learning is retained post project:

<p>Use standard tools, techniques and management systems</p> <p>By introducing one set of reporting documentation and standardising processes, it will help retain best practice in the workplace</p>	<p>Motivating staff</p> <p>Use the incentive of application of new skills, learning new skills and joining new networks and build this into goal and target setting. Ensure that these are SMART</p>	<p>Second staff into partner organisations</p> <p>This will allow seconded employees to fully immerse themselves in a new working culture and will increase understanding and partner working and relations</p>	<p>Communication</p> <p>Ensure that a tracker of progress is recorded to act as a motivator, ensure accountability and progress, and highlight and escalate key issues</p>
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Knowledge objective	Specific knowledge to be transferred	Transfer method to be used	Frequency of revision
<i>Better project management</i>	<i>Project planning guidance</i>	<i>Training and standardised documentation</i>	<i>One off event</i>

10.9. Knowledge Transfer checklist

This table will allow you to capture all knowledge that is transferred within the partnership and track activity against that planned above.

No.	Project phase	Objective addressed	Transfer date	Transfer method	Knowledge transferred	Frequency of revision	Benefit	From	To
1	<i>Initiate</i>	<i>Better project management</i>	<i>12 Feb-14</i>	<i>Training and standardised documents</i>	<i>Excel project plan template</i>	<i>One off event</i>	<i>Good practice applied and an active plan is created which can be shared throughout project team</i>	<i>CB</i>	<i>JH</i>

Section 11

Procurement Considerations

11. Procurement considerations

In this section:

“procurement rules” is used to refer to the set of legislative provisions and regulations which include:

“EU procurement rules” under EU Directive 2014 / 24 / EU and national implementing regulations in Scotland (the new implementing regulations “the Public Contracts (Scotland) Regulations 2015” to replace the Public Contracts (Scotland) Regulations 2012 were laid before the Scottish Parliament on 18th December 2015 and come into force on 18th April 2016.

“national procurement rules” under the Procurement Reform (Scotland) Act 2014, including the Procurement (Scotland) Regulations 2016 (in force from 18th April 2016) and relevant national statutory guidance.

11.1 Introduction

As noted at the outset of this guidance document, a PSP is ‘a strategic partnering arrangement which involves the third sector earlier and more deeply in the design and commissioning of public services’.

A key point of emphasis flowing from the above and relevant to a successful understanding of PSP procurement and commissioning considerations is that the out-put of a PSP is a re-designed public service for the benefit of end-users and not a right (or guarantee) to perform that re-designed public service post piloting phase of the PSP

The way in which a PSP is: put together, funded (if funded), piloted and ultimately put into practice under longer-term commissioning / procurement will vary depending on sources of funding, contracting structure and levels of funding (and the objectives and considerations of the participating bodies) , all of which may vary as between PSPs and potentially during the life of a PSP.

It is not the intention of this section of guidance to provide a technical overview of complex procurement and commissioning rules, processes and laws, but rather to highlight the key procurement and commissioning considerations, from a practical perspective, that arise and require to be considered over the course of a PSP. PSPs will need specialist advice in these area

11.2 General Notes

At a general level, it is important to note:

- there is no straightforward “yes” or “no” answer to the question of whether or not participation at any stage of a PSP is subject to the procurement rules and / or may be viewed as requiring a competitive tender in order to demonstrate best value or compliance with European state aid law (see below);
- whether or not the EU procurement rules apply will depend on whether a “public contract” (for PSPs most likely a “public service contract” meeting the relevant threshold) is being awarded by a contracting authority as

part of the overall PSP arrangements. In most instances relevant to PSPs the participating public body is likely to be a contracting authority).

- Importantly, the relevant threshold for social and other specific services being subject to the EU procurement rules has risen substantially to £589,000;
- whether or not the national procurement rules (under the Procurement Reform (Scotland) Act 2014 as and when fully implemented) apply will also depend on whether a “regulated contract” meeting the *relevant threshold* (£50,000 for supplies/services contracts, £2 million for works contracts) is being awarded by a contracting authority as part of the PSP arrangements. Importantly, health and social care contracts are exempt from the requirement to seek offers by publicising a contract notice under the national procurement rules and separate guidance is in place for these contracts;
- if the procurement rules are engaged, more flexible “light touch” rules at both EU and national level to how the procurement process runs for certain contracts, including social and health care contracts;
- grants and contractual arrangements involving delivery of certain “*Services in the General Economic Interest*” , are not subject to a requirement to follow the EU procurement rules (See recital 4, European Directive 2014/24/EU) and in some instances, the contractual arrangements relevant to stages of a PSP will take one of these forms;
- public sector bodies involved in or making payments to PSP participants will also need to ensure: (i) that there is no unlawful *state aid* in such arrangements and that; (ii) the arrangements accord with specific legislative or internal procedural requirements applicable to them and result in *value for money / best value*.

11.3 Key general process tips

The key practical points to navigating procurement and commissioning considerations within PSPs processes are:

- have an early discussion between all third sector and public sector participants within a PSP, at the outset, to obtain clarity on the options and most likely approach to commissioning / procurement through the stages of the PSP. In particular, key points are likely to include:

- the benefits and drivers that may arise for the different PSP parties and users of services through competition considered against any difficulties in doing the same;
- options and / or requirements around demonstrating best value / value for money;
- whether the EU procurement rules or national procurement rules apply, including by reference to:
- values of any relevant payments for stages of the PSP;
- whether there is a “public service contract” or “regulated contract” relevant to any of the stages of the PSP;
- whether relevant exemptions or reservations under those rules apply;
- whether grant funding could be an option, including by reference to:
- whether relevant public bodies have power to grant funds;
- whether the relevant arrangement amounts to a “service contract” or “grant”;
- whether there would be an intention on the part of the public sector participant to run a competitive grant process or not;
- whether structuring as a “service in the general economic interest” is an option;
- if a competitive route is being followed, what process is envisaged;
- if (particularly from the public sector side’s perspective) the PSP develops such that the options and likely approach to commissioning / procurement vary from the approach discussed at the outset, participants should be updated so that expectations are realistic and the reasons for particular approaches are understood.

11.4 More detail on procurement / state aid considerations relevant to PSP phases

This guide has highlighted four distinct phases of a PSP, namely:

1. Identify and Create;
2. Service Design;
3. Pilot; and
4. Sustaining the Service (post pilot)

It is important that both public sector and third sector participants in a PSP understand the commissioning / procurement considerations that can attach to each stage.

(I)&(II) Identify and Create and Service Design:

The public sector participant(s) will need to consider:

- Whether and to what extent participants are to be remunerated for involvement in these stages?
- What the value of funding is and whether that is above relevant thresholds engaging the EU procurement rules or national procurement rules?
- Whether that funding takes the form of a “public service contract” or “regulated contract” or takes the form of grant funding or a service in the general economic interest?

In the majority of PSPs to date, this stage has been grant-funded (in whole or in part), either from a Scottish Government fund, external funders (e.g. Trusts / Foundations) or by another public body.

Some public bodies will, irrespective of the responses to the above questions, look to issue a prior information notice (PIN) on the Public Contracts Scotland website requesting that those interested apply to be involved in a PSP. This can provide some protection against future arguments that the public body: was not transparent or in some way sought to advantage particular providers who ended up participating in the PSP and / or fell short of achieving value for money / best value by failing to offer the opportunity to all.

(III) Pilot:

This stage generally involves some form of trial of the newly designed service. Again the public sector participant(s) will need to consider:

- Whether and to what extent participants are to be funded for involvement in these stages?
- What the value of funding is?
- Whether that funding takes the form of a “public service contract” or “regulated contract” or takes the form of grant funding or a service in the general economic interest?

The public sector body will also need to consider implications of the pilot potentially running alongside the ‘baseline’ service / activity that the PSP is re-designing.

In some PSPs to date, this stage has been grant-funded (in whole or in part), either from a Scottish Government fund or by another public body, in others the public body has established that the pilot constitutes a “public service contract”, but one falling beneath the relevant threshold for the EU procurement rules. There will be a need on the part of public sector bodies now also to consider the thresholds for an application of the national procurement rules going forward.

For phases (I)-(III), a public body will also wish to ensure that the prior involvement of participants in phases (I)-(III) does not give those participants an unlawful advantage in the event that phase (IV) is likely to involve the competitive tender of a public service contract under the EU or national procurement rules.

(IV) Sustaining the Service (post Pilot):

A number of the larger PSPs have gone through this final phase, in which the re-designed service is implemented on a long-term basis. The financial values are usually substantially higher for this phase AND there has not usually, within larger PSPs to date been a source of public funding specifically allocated to PSP sustainability. On some of the newer and / or smaller PSPs, there have been examples of public funds being available for this stage.

Again the public sector participant(s) will need to consider:

- Whether and to what extent participants are to be funded for involvement in these stages?
- What the value of funding is?
- Whether that funding takes the form of a “public service contract” or “regulated contract” or takes the form of grant funding or a service in the general economic interest?

The following are examples from actual PSPs of how these considerations have played out.

In one, the public body’s analysis was that the outcome arrangements constituted a “public service contract” above the relevant EU procurement rules threshold which required to go to competitive tender and so this led to a competitive tender process.

In another, the public body’s analysis was that the outcome arrangement was such that it constituted a grant with the public body having a clear legislative basis for funding by way of grant.

In another, the public body’s analysis was that the outcome arrangement fitted into the self-directed support mechanisms that had been developed by the public body, not requiring a competitive tender process or specific grant process.

There are a number of approaches that either sit within one of the above routes or that are evolving as innovations, including: use of “light touch” “innovation partnerships” under the new EU procurement rules; Alliance contracting, new forms of collaborative contracting and, indeed, initiatives to establish a new funding and contracting mechanism specifically aimed at this phase of PSP.

11.5 Some further comments on options where outcome arrangements do constitute a “public service contract” leading to competitive tender under the EU procurement rules or, looking forward, national procurement rules

It is worth noting that there a number of ways in which procurement processes can maximise the scope for social considerations to be taken into account and the ability of SMEs (and / or smaller third sector organisations) to be

involved. In the past few years, the focus on re-design of services through PSPs, alongside other drivers, has resulted in public bodies exploring innovative use of:

- A procured multi-provider framework of providers;
- The establishment of a multi-provider dynamic purchasing system for provision of services;
- Small lots exemptions under the EU procurement rules;
- Less prescribed processes for health and social care contracts under either EU procurement rules or national procurement rules;
- The reservation under the EU procurement rules for contracts performed by supported businesses / sheltered workshops; and
- Greater clarity on the extent to which social considerations / community benefits can be incorporated into procurement processes.

It is also worth noting that the national procurement rules place a greater emphasis on public sector bodies ensuring that procurement is: sustainable, delivers community needs, contributes to sustained economic growth and contributes to improvements in environmental performance.

11.6 Useful online references

EU Procurement Directives [link](#).

EU Procurement Directives & Scottish Regulations [link](#).

Public Procurement: A Consultation on Changes to the Public Procurement Rules in Scotland [link](#).

Procurement Reform (Scotland) Act 2014 [link](#).

Procurement Scotland Regulations 2016. [link](#)

Procurement Reform (Scotland) Act 2014 Statutory Guidance [link](#).

Scottish Government New Procurement Regulations Online (effective 18 Apr-16) [link](#).

Ready for Business – Community Benefit Clauses information [link](#).

Ready for Business – Library (includes further CBC information / presentations) [link](#).

Scottish Futures Trust – Community Benefits Toolkit for Construction [link](#).

SG Guide – grant funding and procured goods and services contracts [link](#).

