

Youth Justice Board
Bwrdd Cyfiawnder Ieuencid

YJB and HMIP Service Level Agreement

**For the provision of services by Her Majesty's
Inspectorate of Prisons to the Youth Justice
Board for England and Wales**

2016-2017

Version: 1.0

April 2016

Contents

- 1 Vision and outcomes for young people 3**
- 2 Terms of the Agreement 4**
- 3 Change and finance management 5**
- 4 Suspension or termination of the agreement 6**
- 5 Declaration 7**

Schedules that apply to the Service Level Agreement

Schedule F- Finance

Schedule G- Governance

Schedule S- Services to be provided

1. Vision and outcomes for young people

Vision

- 1.1 The Youth Justice Board's vision is for a well run and well regulated secure estate.
- 1.2 Through Her Majesty's Inspectorate of Prisons' independent and impartial views and their expertise and knowledge, the Youth Justice Board will determine alongside their own contract management and monitoring processes whether the NOMS young people's under 18 YOI estate:
 - Addresses children and young people's resettlement needs;
 - Provides a safe and secure environment;
 - Treats children and young people decently with respect;
 - Offers young people appropriate purposeful activity which is likely to benefit them.
- 1.3 The Youth Justice Board intend to learn of the views and experiences of young people whilst in custody.

Outcomes

- 1.4 To determine the level of care provided to children and young people and to determine how effectively they are managed within the under 18 NOMS YOI estate through:
 - The children and young people's annual surveys;
 - Announced and unannounced inspections;
 - Thematic inspections.

2. Terms of the Agreement

Parties to the agreement

- 2.1 The Parties to this agreement are the Youth Justice Board for England and Wales (hereafter referred to as the YJB) and Her Majesty's Inspectorate of Prisons (hereafter referred to as HMIP).

Price of the Agreement

- 2.2 The maximum price to be paid under the terms of the agreement is **£107, 882** per annum. Schedule F of this agreement provides further details in relation to the costs of commissioning specific services.

Agreement

- 2.3 This Service Level Agreement (SLA) sets out the services to be provided by HMIP to the YJB, and the framework within which they will be delivered.
- 2.4 HMIP will continue to conduct inspections at YOI's with beds commissioned by the YJB, and the frequency of these inspections will not be affected by the introduction of the services set out in this SLA.
- 2.5 This SLA covers the provision of additional independent inspection reports on YOI's with beds commissioned by the YJB which will contribute to the YJB's management of performance and continuous improvement arrangements across the estate.

Duration of the Agreement

- 2.6 This agreement will commence on the 1st April 2016, and shall remain valid until 31st March 2017.

3. Change and finance management

Finance management

- 3.1 The total cost of the services delivered under this SLA will be **£107, 882** per annum. This will cover the cost of:
- The children and young people in custody survey and annual children and young people in custody report (YOIs);
 - The children and young people in custody survey and annual children and young people in custody report (STCs);
 - Completion of the on-going thematic (*Distance from Home*);
 - A new thematic inspection.

Schedule F provides details in relation to the costs of the specific services outlined in paragraph 3.1 and further details on invoicing arrangements

- 3.2 HMIP will invoice the YJB quarterly in arrears.
- 3.3 The YJB will settle invoices within 30 working days of receipt of the invoice.
- 3.4 That any unspent monies will be returned by HMIP to the YJB each year.
- 3.5 Any annual uplifts will be negotiated as part of the SLA annual review process and will be no greater than the Consumer Price Index (CPI) for the previous month.

Change management

- 3.6 Changes to the SLA will normally be negotiated through the annual review process, however, either party can request changes to this Agreement at any stage and a discussion will take place to agree a way forward.
- 3.7 Any changes to the Agreement will be signed off by the signatories to this agreement (see Section 5).

4. Suspension or termination of the agreement

Suspension

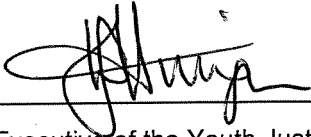
- 4.1 This agreement may be suspended by the YJB if HMIP are unable to deliver the requirements of this Agreement.
- 4.2 Where such concerns have been recognised and not been resolved through discussions with HMIP, the YJB Deputy Chief Executive of Secure Accommodation will issue written notification to HMIP's Deputy Chief Inspector.
- 4.3 The notification will outline:
 - 4.3.1 The reason(s) for the notification;
 - 4.3.2 The immediate actions that will be taken by the YJB;
 - 4.3.3 When the suspension will take effect.
- 4.4 HMIP may submit a written challenge against the need for an immediate suspension.
- 4.5 If this agreement is suspended the suspension shall continue until the YJB is satisfied that the requirements of this Agreement will be delivered.
- 4.6 Unless agreed by both parties, any suspension to this agreement shall not exceed 3 months from the date of commencement stated in the notification.
- 4.7 Where this agreement is suspended the YJB will cease to be responsible for funding services which will not be delivered.
- 4.8 If, at the end of the period of suspension, the concerns identified have not been fully resolved, resolution will be in line with the process for Escalation and Disputes outlined in schedule G of this Agreement.


Termination

- 4.9 This agreement may be terminated by either the YJB or HMIP, giving at least six months notice to the termination date – unless otherwise agreed by both Parties.
- 4.10 Where termination of this agreement is sought, written notification countersigned by both the signatories to this SLA (see Section 5) will be presented to the Chief Executive of the YJB.
- 4.11 The YJB and HMIP agree to work together to formulate a plan to address all issues raised by such termination before asking the Chief Executive of the YJB to formally dissolve this Agreement.

5. Declaration

- 5.1 This Service Level Agreement is between the Youth Justice Board for England and Wales and HM Inspectorate of Prisons, who will act in accordance with this agreement.

Sign  Date 30/6/16
Chief Executive of the Youth Justice Board for England and Wales (Lin Hinnigan)

Sign  Date 5th July 2016
HM Chief Inspector of Prisons (Peter Clarke)

