



Ministry of
JUSTICE

OFFICIAL SENSITIVE

Contract for the Provision of Learning and Skills at HMP Berwyn

SCHEDULE 12 – GOVERNANCE



Contract for the Provision of Learning and Skills at HMP Berwyn

1. DEFINITIONS AND INTERPRETATION

1.1 For the purpose of this Schedule 12 unless the context otherwise requires:

“Contract Review Group” means the Governance Group as detailed in paragraph 6 of this Schedule 12.

“Financial Indicator Report” means the Contractor’s financial report as provided in accordance with paragraph 13 of Schedule 2 (Payment Mechanism).

“Governance Groups” means the Contract Review Group, the Operational Management Group, Reinvestment Pot Working Group and the Security Working Group.

“Group Members” means the members in respect of each Governance Group as set out in Annex 1.

“Information Sharing Agreement” means the protocol(s) that supports appropriate, timely and legal information sharing between members and member organisations of the Local Partnership Agreement in relation to the care and well-being of Prisoners and produced in accordance with the National Partnership Agreement (as amended from time to time) and such other information sharing as may be required by the Parties.

“Local Partnership Agreement” means a partnership agreement entered into between the Contractor and other organisations involved in the delivery of health and social care to Prisoners. This local agreement shall mirror the ambitions of, and be produced in accordance with the National Partnership Agreement.

“Operational Management Group” means the Governance Group as detailed in paragraph 7 of this Schedule 12.

“National Partnership Agreement” means the 'Partnership Agreement for Prisons Health in Wales' which sets out the Prison Health Partnership agreed priorities to drive improvements in the health & wellbeing of those held in Welsh Prisons, and is accessible at: <https://phw.nhs.wales/topics/prison-health-in-wales/partnership-agreement-english/>.

“Prison Governor” means a senior leader responsible and accountable for running a prison providing staff management, risk management, leadership and strategic direction.

“Prison Industries” means the work undertaken by Prisoners in workshops within the Prison to provide goods and services.



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"Prison Library Services" means the prison library services delivered within the Prison which is commissioned by the Prison and delivered by Wrexham County Borough Council

"Reinvestment Pot Working Group" means the Governance Group as detailed in paragraph 9 of this Schedule 12.

"Security Working Group" means the Governance Group as detailed in paragraph 8 of this Schedule 12.

2. INTRODUCTION AND PURPOSE

2.1 This Schedule describes the approach to governance arrangements to be adopted by the Parties in meeting the requirements of the Contract.

2.2 The governance approach includes:

- (a) how the Parties will manage the relationship between them; and
- (b) the specific governing structures under which the Parties will operate.

3. ANNUAL SERVICE DELIVERY PLAN

3.1 The Contractor shall, during the Mobilisation and Transition Phase, agree with the Authority a date prior to the Service Commencement Date for the submission of the first Annual Service Delivery Plan for approval by the Authority.

3.2 The Contractor agrees and acknowledges that in preparing the Annual Service Delivery Plan for Contract Years 1, 2, and 3 in accordance with paragraph 3.1 above, and paragraphs 3.3 to 3.8 below and (subject to paragraph 3.10 below), it shall not reduce the number of Allocated Prisoners or deviate from the profit or other element of the tendered FRT for Contract Years 1, 2 and 3, as set out in Appendix 2 of Schedule 2.

3.3 Not less than three (3) months before the second anniversary of the Service Commencement Date (and the subsequent anniversary of the Services Commencement Date during the Term), the Contractor shall provide to the



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Authority's Representative the Annual Service Delivery Plan for approval by the Authority at the Contract Review Group meeting.

- 3.4 The Contractor shall provide any information in relation to the Annual Service Delivery Plan that the Authority reasonably requests.
- 3.5 The Contractor shall ensure that the Annual Service Delivery Plan shall meet the requirements for the Services contained in the Specification and shall contain:
- (a) a strategic business plan for the delivery of Services for the next Contract Year across the Prison and the roles and responsibilities of the Contractor, the Authority and the Prison (such roles and responsibilities of the Prison must be agreed with the Prison Governor prior to submission);
 - (b) a focus on supporting Allocated Prisoners into employment on release based on labour market information;
 - (c) subject to paragraph 3.2 for Contract Years 2 and 3, an Updated FRT along with a detailed description of the reasons for any changes (and provided that any Updated FRT meets the requirements of the Updated FRT Principles as specified in Appendix 2 of Schedule 2 (Payment Mechanism));
 - (d) responses to new or emerging trends, research, policy or inspection outcomes;
 - (e) needs analysis;
 - (f) an overarching statement on the number of activity places that the Contractor will provide on a monthly basis
 - (g) a detailed curriculum that lists all the courses to be delivered, a corresponding timetable for the next Contract Year and the number of learning places to be provided (provided that such number of learning places shall not be lower than the Minimum Allocated Prisoner Commitment);
 - (h) a stakeholder engagement plan;
 - (i) staffing and resourcing plans, including learning and development and digital;
 - (j) investment plans including benefits analysis;



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- (k) plans for use of space within the establishment, including any changes in year;
 - (l) subject to paragraph 3.2 for contract years 2 and 3, the number of Allocated Prisoners to be supported (provided that the number of Allocated Prisoners supported shall not fall below the Minimum Allocated Prisoner Requirement);
 - (m) an estimate of any anticipated need for replacement Equipment; and
 - (n) any Third-Party Funding and details of any proposed Third Party Funded Initiatives.
- 3.6 Unless otherwise agreed, the Contractor shall provide to the Authority's Representative a draft Annual Service Delivery Plan at least three Months before the due date for the Annual Service Delivery Plan as specified paragraph 3.2. The Parties shall review and discuss the draft Annual Service Delivery Plan at the next Operational Management Group meeting and the Contractor shall make any agreed changes to the draft Annual Service Delivery Plan in advance of submitting the Annual Service Delivery Plan for final approval by Authority through the Contract Review Group.
- 3.7 In the event that the Parties are unable to agree the Annual Service Delivery Plan within 14 days of its delivery in accordance with paragraph 3.6, the Parties will follow the dispute resolution procedure under clause 11 (Dispute Resolution).
- 3.8 Notwithstanding paragraph 3.7, in the event that the Parties are unable to agree the Annual Service Delivery Plan in advance of the next Contract Year, the Authority will, acting reasonably, determine an interim plan, which will come into force until the Annual Service Delivery Plan can be agreed.
- 3.9 The Annual Service Delivery Plan shall be reviewed by the Contract Review Group on a quarterly basis and the Contractor shall provide updates of its performance against such Annual Service Delivery Plan at these meetings. Notwithstanding this review, the parties agree that the Annual Service Delivery Plan shall be fixed for the relevant Contract Year and no change is permitted on any review subject to paragraph 3.10 below and save for where otherwise agreed between the parties.
- 3.10 Where the Authority increases the Maximum Funding Available in accordance with paragraph 4.2 of Schedule 2 (Payment Mechanism), the Contractor shall promptly (and in any case within ten (10) Working Days of the Authority notifying the Contractor of its intention to make such increase,



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prepare an adjusted Annual Service Delivery Plan meeting the requirements of paragraph 3.5 above, reflecting any changes to the Services to be delivered. The parties shall work in good faith to agree any such update the Annual Service Delivery Plan.

4. REPRESENTATIVES

4.1 Authority's Representative

- (a) The Authority shall appoint an individual to exercise the Authority's Representative role pursuant to this paragraph 4.1.
- (b) The Authority's Representative shall exercise the functions and powers of the Authority in relation to this Contract which are identified in this Contract as functions or powers to be carried out by the Authority's Representative. The Authority's Representative shall also exercise such other functions and powers of the Authority under this Contract as may be notified to the Contractor from time to time.
- (c) The Authority's Representative shall be entitled at any time, by notice to the Contractor, to authorise any other person to exercise the functions and powers of the Authority delegated to him/her pursuant to this paragraph 4.1, either generally or specifically. Any act of any such person shall, for the purposes of this Contract, constitute an act of the Authority's Representative and all references to the "Authority's Representative" in this Contract (apart from this paragraph (c)) shall be taken as references to such person so far as they concern matters within the scope of such person's authority.
- (d) The Authority may by notice to the Contractor change the Authority's Representative. Such change shall have effect on the date specified in the written notice (which date shall, other than in the case of emergency, be such date as will not cause material inconvenience to the Contractor in the execution of its obligations under this Contract).
- (e) During any period when no Authority's Representative has been appointed (or when the Authority's Representative is unable through illness, incapacity or any other reason whatsoever to carry out or exercise his or her functions under this Contract) the Authority shall carry out the functions which would otherwise be performed by the Authority's Representative.
- (f) Except where notified in writing by the Authority before such act or instruction, the Contractor and Contractor's Representative shall be entitled to treat any act or instruction of the Authority's



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Representative which is authorised by this Contract as being expressly authorised by the Authority and the Contractor and the Contractor's Representative shall not be required to determine whether authority has in fact been given.

- (g) Except where notified in writing by the Authority before such act or instruction, the Contractor and Contractor's Representative shall not be entitled to treat any act or instruction of the Authority's Representative or any other officer, employee or other person engaged by the Authority which is not authorised by this Contract as being authorised by the Authority and shall be required to determine by notice to the Authority whether an express authority has in fact been given.

4.2 Contractor's Representative

- (a) The Contractor shall appoint an individual to exercise the Contractor's Representative role pursuant to this paragraph 4.2.
- (b) The Contractor's Representative shall have full authority to act on behalf of the Contractor for all purposes of this Contract. Except as previously notified in writing before such act by the Contractor to the Authority, the Authority and the Authority's Representative shall be entitled to treat any act of the Contractor's Representative in connection with this Contract as being expressly authorised by the Contractor and the Authority and the Authority's Representative shall not be required to determine whether any express authority has in fact been given. All references to the "Contractor's Representative" in this Contract shall be taken as references to such person so far as they concern matters within the scope of such person's authority.
- (c) The Contractor may by notice to the Authority, change the Contractor's Representative. Where the Contractor wishes to do so it shall, by written notice to the Authority, propose a substitute representative, taking account of the need for liaison and continuity in respect of the Contract. Such appointment shall be subject to the Approval of the Authority (not to be unreasonably withheld or delayed).

4.3 Appointment of Representatives

At any time, the Authority may appoint more than one Authority's Representative and the Contractor may appoint more than one Contractor's Representative provided in each case the appointer provides written confirmation to the Contractor or Authority as appropriate of the extent of its



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representative's authority. It is intended that each Authority Group Member has at all times a counterpart Contractor Group Member of equivalent seniority and expertise.

4.4 **Management of the Services**

Both Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives, and specific provisions of this Contract can be fully realised.

5. **GOVERNANCE GROUPS**

Establishment and structure of the Governance Groups

5.1 The Governance Groups set out at paragraphs 6, 7, 8 and 9 (together 'the **Groups**' and each 'the **Group**') shall be established by the Authority for the purposes of this Contract on which both the Contractor and the Authority shall be represented.

5.2 In relation to each of the Groups, the:

- (a) Authority Group Members;
- (b) Contractor Group Members;
- (c) frequency that the Group shall meet (unless otherwise agreed between the Parties);
- (d) location of the Group's meetings; and
- (e) planned start date by which the Group shall be established,

as set out in Annex 1.

5.3 In the event that either Party wishes to replace any of its appointed Group Members, that Party shall notify the other Party in writing of the proposed change for agreement by the other Party (such agreement not to be unreasonably withheld or delayed).

5.4 For the avoidance of doubt, the Authority shall not be prevented from making decisions or reaching agreement by processes and means provided for elsewhere in the Contract, as a result of the governance arrangements set out in this Schedule.



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5.5 The Parties agree that the implementation of the governance structures and processes set out in this Schedule (and any changes to these governance structures and processes agreed between the Parties) will not result in any increase in the charges payable under the Contract.

5.6 In addition to the Groups, working groups may be set up to enable specific issues to be resolved and brought the Groups for decision making/implementation.

Group meetings

5.7 Each Party shall ensure that its Group Members shall make all reasonable efforts to attend meetings of the Groups (the “**Group Meetings**”) at which that Group Member's attendance is required. If any Group Member is not able to attend a Group Meeting, that person shall ensure that:

- (a) a delegate attends the relevant Group Meeting in his/her place who (wherever possible) is properly briefed and prepared; and
- (b) that he/she is debriefed by such delegate after the Group Meeting.

5.8 A chairperson and vice chairperson shall be appointed by the Authority for each Group as identified in Annex 1. The chairperson and the vice chairperson shall be responsible for:

- (a) scheduling Group Meetings;
- (b) setting the agenda for Group Meetings and circulating this and any relevant papers to all attendees 5 Working Days in advance of such meetings;
- (c) chairing the Group Meetings;
- (d) monitoring the progress of any follow up tasks and activities agreed to be carried out following Group Meetings;
- (e) ensuring that minutes for Group meetings are recorded and disseminated electronically to the appropriate persons and to all Group meeting participants within 5 Working Days after the Group meeting, or prior to the next Group Meeting, whichever comes first; and
- (f) facilitating the process or procedure by which any decision agreed at any Group meeting is given effect in the appropriate manner.



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- 5.9 Group meetings shall be quorate as long as at least 2 representatives from each Party are present.
- 5.10 The Parties shall ensure, as far as reasonably practicable, that the Groups shall resolve the issues and achieve the objectives placed before them. Each Party shall ensure that Group Members are empowered to make relevant decisions or have access to empowered individuals for decisions to be made to achieve this.
- 5.11 To the extent that decisions reached by each Group are within the remit of that Group and are properly taken in accordance with this Schedule, such decisions shall be binding on the Parties. To the extent that a decision taken by each Group required a Change to be made to the Contract, such Change shall be dealt with in accordance with clause F4 (Change).
- (h) Each Party shall pay its own costs and expenses in relation to attendance at Group Meetings.

6. THE CONTRACT REVIEW GROUP

- 6.1 The Contract Review Group shall be responsible for the executive management of the Services and shall hold meetings as set out in Annex 1 to:
- (a) review and approve the Annual Service Delivery Plan;
 - (b) discuss the Contractor's progress against the Mobilisation Plan and the Annual Service Delivery Plan as applicable at the relevant time;
 - (c) discuss the Contractor's delivery and performance of the Services, including compliance with the Key Performance Indicators and progress against any open Improvement Plan;
 - (d) review the Contractor's Management Information;
 - (e) review the Contractor's Financial Indicator Report in line with the requirements contained within Clause 13 of Schedule 2 Payment Mechanism
 - (f) consider the commercial aspects of Change requests in accordance with clause F4 and provide guidance and authorisation as required;
 - (g) consider and seek to resolve any differences between the Parties;



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- (h) ensure that this Contract is operated throughout its term in a manner which optimises the value for money and operational benefit derived by the Authority and the commercial benefit derived by the Contractor, including a review of any developments that offer potential for improvement;
- (i) provide senior level guidance, leadership and strategy for the overall delivery of the Services;
- (j) determine business strategy and provide guidance on policy matters which may impact on the implementation of the Services; be the point of escalation from the Operational Management Group;
- (k) receive and review any reports from the Operational Management Group on significant issues requiring decision and resolution;
- (l) take decisions on the appropriate resolution of issues referred by the Operational Management Group;
- (m) deal with the prioritisation of resources; and
- (n) discuss such other business relating to the Services as raised by either Party.

6.2 The Parties agree that the Contract Review Group should in all cases aim to reach decisions by consensus. Where the Parties fail to reach consensus on a particular matter following consideration by the Contract Review Group, they shall follow the procedure set out at clause I1 (Dispute Resolution).

7. OPERATIONAL MANAGEMENT GROUP

7.1 The Operational Management Group shall:

- (a) provide comprehensive oversight of the Services and for management of the operational relationship between the Parties;
- (b) hold meetings as set out in Annex 1 to, amongst other things:
 - (i) discuss the Contractor's progress against the Mobilisation Plan and the Annual Service Delivery Plan as applicable at the relevant time;
 - (ii) discuss the Contractor's delivery and performance of the Services, including compliance with the Key Performance Indicators and progress against any open Improvement Plan;



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- (iii) consider the Contractor's Management Information;
 - (iv) consider the operational aspects of Change requests in accordance with clause F4 (Change);
 - (v) discuss any other gaps and issues relating to performance against agreed milestones and measures and propose appropriate solutions for resolution;
 - (vi) review the Contractor's Financial Information; and
 - (vii) review the draft Annual Service Delivery Plan.
- (c) report to the Contract Review Group by providing an overview of performance and highlighting any significant issues requiring decision and resolution.

8. SECURITY WORKING GROUP

8.1 The Security Working Group shall:

- (a) provide a forum for the Authority to obtain assurance that the contracted providers are embedding information assurance throughout their operations and thus protecting Authority information assets appropriately discuss potential opportunities to improve the integration, efficiency and effectiveness of the services to meet the requirements of an integrated learning environment that increases their employment potential on release.
- (b) provide the forum in which all information assurance and IT security matters are discussed and policy formulated in support of the ongoing business and assurance activity. This will include the review of locally raised information assurance and IT security issues, oversight of the information assurance and IT security obligations detailed within the Contract and security operating procedures relevant to the Contract.
- (c) providing the Contract Review Group with an overview of the issues, opportunities and measures discussed at meetings of the Security Working Group and escalating any significant unresolved issues for the Contract Review Group to resolve.



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9. REINVESTMENT POT WORKING GROUP

9.1 The Reinvestment Pot Working Group shall:

- (a) develop ideas/options for utilising the Reinvestment Pot (as described in Schedule 2), consider feasibility/costing etc and make recommendations to the Contract Review Group for approval;
- (b) operate in line with the relevant requirements of Schedule 2;
- (c) keep records of all meetings;
- (d) comply with the following requirements –
 - (i) all funds must be spent on Prisoner learning;
 - (ii) funds must not be used to duplicate (but may enhance) the Services;
 - (iii) any resulting ongoing costs for maintenance/licenses etc must be confirmed as acceptable within usual annual budget for the Services.
 - (iv) the Contractor's or Authority's (dependent on where funds are sited) normal procurement and finance rules to apply.

9.2 Reinvestment decisions are required to adhere to the same principals and high standards of transparency, accountability, objectivity and recording as apply to all public spending.

9.3 Whereas the fund cannot be used to facilitate an increase of contractual activity spaces beyond the contractually agreed amount, where investment has both the benefit of enhancing Contractor delivery and allowing the Prison to facilitate additional activity spaces this is considered appropriate.

9.4 All options should be supported by an overview of the anticipated benefits of the investment. It is expected that the realisation of these benefits will be monitored by the Contractor and the Authority's 'Contract Management' function and reported to the Contract Review Group.

10. SERVICE INTEGRATION GROUP

10.1 The Service Integration Group shall:



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- 10.1.1 resolve any issues arising between the Contractor, the Authority, the Probation Service and other key services including reducing reoffending team, library service and Welsh Government.
- 10.1.2 discuss potential opportunities to improve the integration, efficiency and effectiveness of the services to meet the requirements of an integrated learning environment that increases their employment potential on release
- 10.1.3 identifying and agreeing measures to address recurring or material problems with the integration of services;
- 10.1.4 providing the Contract Review Group with an overview of the issues, opportunities and measures discussed at meetings of the Service Integration Group and escalating any significant unresolved issues for the Contract Review Group to resolve.

1. **CONTRACT MANAGEMENT MECHANISMS**

- 1.1 The Parties shall pro-actively manage risks attributed to them under the terms of this Contract.
- 1.2 The Contractor shall develop, operate, maintain and amend, as agreed with the Authority, processes for
 - (a) the identification and management of issues; and
 - (b) monitoring and controlling project plans.



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ANNEX 1

Contract Review Group Representation and Structure

Authority Members of Contract Review Group	Senior Business Officer (Chairperson) Senior Contract & Assurance Manager (Vice Chairperson) Others: Commercial Contract Manager; Deputy Contract & Assurance Manager; Service Manager; Contract Assurance Officer.
Contractor Members of Contract Review Group	Director Novus Cambria Director of Operations Operations Lot Manager Head of Learning & Skills Finance Director
Additional members	HMP Berwyn representative
Start Date for Contract Review Group meetings	Commencement Date
Frequency of Contract Review Group meetings	Quarterly
Location of Contract Review Group meetings	TBA

Operational Management Group Representation and Structure

Authority members of Operational Management Group	Senior Contract & Assurance Manager (Vice Chairperson) Deputy Contract & Assurance Manager (Vice Chairperson) Commercial Contract Manager Contract Assurance Officer
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Contractor members of Operational Management Group	Lot Operations Manager Head of Learning and skills Data Analyst Hub Managers (by invitation)
Additional members	HMP Berwyn representative
Start date for Operational Management Group meetings	Commencement Date
Frequency of Operational Management Group meetings	Monthly
Location of Operational Management Group meetings	HMP Berwyn

Security Working Group

Authority members of Security Working Group	Senior Contract & Assurance Manager (Vice Chairperson) Deputy Contract & Assurance Manager (Vice Chairperson) Contract Assurance Officer HMPPS Information Assurance representative
Contractor members of Security Working Group	Enterprise Architect Head of Learning and Skills
Start date for Security Working Group meetings	Commencement Date



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Frequency of Security Working Group meetings	Monthly
Location of Security Working Group meetings	HMP Berwyn

Reinvestment Pot Working Group

Authority members of Reinvestment Pot Working Group	Senior Contract & Assurance Manager (Vice Chairperson) Deputy Contract & Assurance Manager (Vice Chairperson) Contract Assurance Officer HMPPS Finance representative Commercial Contract Manager
Contractor members of Reinvestment Pot Working Group	Operations Lot Manager Head of Learning and Skills Finance Director
Additional members	HMP Berwyn representative Welsh Government representative
Start date for Reinvestment Pot Working Group	As required
Frequency of Reinvestment Pot Working Group	Ad hoc
Location of Reinvestment Pot Working Group	HMP Berwyn