

SCHEDULE B: SERVICE SPECIFICATION**General Terms used in this Service Specification**

In this Schedule, unless the context otherwise requires, any definitions of capitalised terms are in Schedule A (Definitions) of this Contract.

For the avoidance of doubt, all references to applicable laws and regulations, policies, guidelines, codes of practices and notes in this Specification shall, in each case, include any amendments made from time to time.

1 Definition of Service

- 1.1 The Provider will deliver Employment Positions to those Prisoners who are allocated to take up Employment Positions in Workshops within HMP Berwyn. This is part of a wider programme of Purposeful Activity which contributes to the process of rehabilitating Prisoners.
- 1.2 In commercially operated Workshops with working conditions similar to those outside the custodial environment, the Provider shall support the development of Prisoners' Employability Skills. The development of Employability Skills will help Prisoners on release to resettle in their communities as they will be better prepared to enter Employment. Employment is a fundamental part of an individual's position within society and Prisoners who are able to find Employment build ties within the community, rediscover their self-esteem and are less likely to reoffend.

2 Service Requirement**2.1 Provision of Employment Positions**

- 2.1.1 The Provider shall deliver Employment Positions to Workers within commercially operated Workshops. Employment Positions are jobs within the Workshops that meet the Public Acceptability Test, provide Purposeful Activity and serve as a basis for the Provider to facilitate the development of Employability Skills.
- 2.1.2 The Provider shall deliver Employment Positions that are reflective of positive working environments operating outside the custodial environment.
- 2.1.3 The Provider shall deliver:
 - 2.1.3.1 on each Core Day with the Transition Period, the number of Available Employment Positions in the relevant week set out in the Authority's Ramp-up Plan at Appendix 2 of Schedule Q (Mobilisation and Transition) as the number of required Employment Positions increases as Workshops become operational; and
 - 2.1.3.2 520 Available Employment Positions on each Core Day once the Transition Period has concluded.

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- 2.1.4 The Provider shall work collaboratively with other providers and HMP Berwyn teams with a view to securing positive Employment or training outcomes for Workers on release.
- 2.1.5 The Provider shall maintain quality management systems (including all relevant quality plans and any quality manuals and procedures) appropriate to the operations within each Workshop.

2.2 Employment Positions Profile

- 2.2.1 From the Service Commencement Date, the indicative Employment Positions per Workshop to be provided on each Core Day are as follows:
- Workshop 4: (including mezzanine floor): 160 Employment Positions
 - Workshop 5: (including mezzanine floor): 160 Employment Positions
 - Workshop 10: 100 Employment Positions
 - Workshop 11: 100 Employment Positions
- 2.2.2 The Provider shall be permitted to alter the split of Employment Positions for each Workshop to suit the nature of the proposed work, in accordance with the following ranges:
- Workshop 4: between 150-170 Employment Positions
 - Workshop 5: between 150-170 Employment Positions
 - Workshop 10: between 90-110 Employment Positions
 - Workshop 11: between 90-110 Employment Positions
- 2.2.3 Subject to paragraph 2.2 of Schedule Q (Mobilisation and Transition), the Provider shall ensure that the proposed split of Employment Positions always totals 520 on each Core Day.
- 2.2.4 The Provider shall ensure there is sufficient work throughout the Contract Period to enable Workers to fulfil their job descriptions and to prevent any reduction in the number of Available Employment Positions.
- 2.2.5 The Provider shall obtain prior Approval from the Authority if a change to the industry or type or nature of work delivered in any of the Workshops is required.
- 2.2.6 The Provider shall record the attendance or non-attendance (using P-NOMIS or another application provided by the Authority) of every one of their registered Workers at the end of each Workshop Session forming part of the Core Day.
- 2.2.7 The Authority approves the absence of a Worker for any of the unavoidable reasons set out in Annex A to this Service Specification, which shall be recorded by the Provider as an Authorised Absence and reported as such in accordance with Schedule F (Performance and Monitoring Mechanism) of this Contract.

2.3 Core Day

- 2.3.1 The Available Employment Positions shall be delivered on each Core Day within the hours set out below. The Provider shall take into account that, due to HMP Berwyn's staff training requirement, the number of operational hours available for Employment Positions are different on alternate weeks as follows:

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- Week 1
- Monday to Thursday 6.25 hours (i.e. 6 hours 15 minutes) per day
- Friday AM 3.25 hours (i.e. 3 hours 15 minutes)
- Total 28.25 hours (i.e. 18 hours 15 minutes)

- Week 2
- Monday to Thursday 6.25 hours (i.e. 6 hours 15 minutes) per day
- Friday No Work
- Total 25 hours
- Total for two week period 53.25 hours (i.e. 53 hours 15 minutes)

2.3.2 Prisoner orderlies shall be permitted to attend the Workshops when Provider Personnel are present to support the Provider with logistics, cleaning and other general duties during the Core Day until the 5pm meal time.

2.3.3 Provider Personnel shall be permitted to be present in the Workshops from 6:30am until 7pm on any day including weekends and public holidays and when present after 6pm shall notify the Custodial Operator.

2.3.4 The Provider shall not be required to make Employment Positions available on Weekends, public holidays or during the Festive Period.

2.4 Allocation of Workers

2.4.1 The process of allocating Workers to Employment Positions (including their allocation to the Provider or one of their Operators or Third Party Operators and their allocation to a Workshop) is managed through an Activity Allocation Board which is managed by the Custodial Operator. The Provider shall ensure the appropriate member of the Provider's Personnel attends the Activity Allocation Board.

2.4.2 The Provider's representative who attends the Activity Allocation Board shall be required to discuss and confirm allocation across all four Workshops.

2.4.3 Providers shall comply with the Equality Act 2010 including making proportionate reasonable adjustments for Prisoners with physical and/or learning disabilities allocated to an Employment Position.

2.5 Embedded Learning

2.5.1 The Provider shall facilitate the Learning and Skills Provider to deliver Embedded Learning which consists of accredited training for Workers within a partitioned learning area situated in each Workshop.

2.5.2 It shall be the responsibility of the Provider to ensure that the required Workers are made available to attend the Embedded Learning sessions.

2.5.3 The number of Workers required for the Embedded Learning will be capped at 12 per Workshop at any one time.



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- 2.5.4 The Provider shall work with the Learning and Skills Provider to identify accredited learning opportunities for Workers that complement the nature of the work provided in the Workshops.

2.6 Worker Induction

- 2.6.1 The Provider shall deliver a Workshop Induction for all Workers within the Workshops before the Workers commence work in their Employment Positions. The Worker Induction shall commence on the first day a Worker arrives in the Workshops and include (but shall not be limited to) a tour of the Workshops with an explanation of what happens in the different areas within it and:

- 2.6.1.1 a formal induction to the Provider's Personnel with whom the Worker will be working directly;
- 2.6.1.2 an explanation of the Provider's business including what the Provider delivers inside and outside of HMP Berwyn;
- 2.6.1.3 a Health and Safety briefing to include how the Worker can prevent accidents and how to report to report them;
- 2.6.1.4 a Fire Safety briefing to include where the fire exits within the Workshops are and to confirm that keeping them clear is a safety priority;
- 2.6.1.5 an explanation of the importance of relationships in the Workshops. The Workers shall also be made aware of expectations regarding relationship building within the Workshops;
- 2.6.1.6 a description of the Worker's working days including the hours of work and when breaks can be taken. The Worker induction shall also include an explanation of the productivity required from Workers;
- 2.6.1.7 an explanation to the Worker of how they can progress into different Employment Positions;
- 2.6.1.8 an explanation of the Worker's job and how they should do it;
- 2.6.1.9 an explanation of the Workplace Portfolio and Appraisal Record and what the Worker should expect from it;
- 2.6.1.10 an explanation of the use of Personal Protective Equipment (PPE) generally and how PPE should be used in specific roles;
- 2.6.1.11 an explanation of the principle and opportunity of Embedded Learning within the Workshops; and
- 2.6.1.12 an explanation as to any qualifications that may be obtained within the Workshop.



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2.7 Provider Personnel Work Dress

- 2.7.1 The Provider's Personnel shall be provided with appropriate work wear by the Provider in order to differentiate the Provider's Personnel from Prison Staff.
- 2.7.2 Uniforms provided shall not be similar to that of a prison officer.

2.8 Regulatory standards and complaints

- 2.8.1 The Provider shall:
 - 2.8.1.1 manage work in the Prison in compliance with all relevant regulatory standards;
 - 2.8.1.2 provide information as required to answer complaints and appeals made by Workers through the Prison's complaints and appeals process; and
 - 2.8.1.3 ensure that any issues that are raised by external parties about how the Workshops are operated are addressed in co-operation with the Authority.

2.9 Employability Skills

- 2.9.1 The Provider shall actively support the development of Employability Skills and coordinate with other providers and prison teams in order to enhance the Prisoners' prospects of securing Employment on release.
- 2.9.2 The Provider shall implement a Worker Portfolio and Appraisal system designed to support the Worker's development of Employability Skills.
- 2.9.3 The Provider shall be informed of each Worker's Employability Skills needs from an Employability Skills Assessment which shall be completed by the Learning and Skills Provider.
- 2.9.4 The Provider shall ensure each Worker understands their role within the Workshops and is provided with a job description upon the completion of the Worker Induction.
- 2.9.5 The Provider shall engage with each Worker and produce and maintain a Worker Portfolio and Appraisal Record which shall include (but shall not be limited to) the following:
 - 2.9.5.1 confirmation that a Worker Induction has been completed;
 - 2.9.5.2 the Worker's personal skill development objectives;
 - 2.9.5.3 the type and nature of the work the Worker has completed;
 - 2.9.5.4 a record of all the training delivered within the Workshops;
 - 2.9.5.5 evidence of progress made since the Worker's arrival into the Workshops, including evidence showing the Employability Skills that have been developed;
 - 2.9.5.6 details of the Worker's achievements; and



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- 2.9.5.7 recommendations for future Employment Positions for the Worker.
- 2.9.6 The Provider shall ensure that
- 2.9.6.1 the Worker Portfolio and Appraisal Record is set up within 10 days of each Worker first arriving in the Workshops; and
 - 2.9.6.2 appraisals are completed at least every three (3) months and recorded in the Worker Portfolio and Appraisal Record.
- 2.9.7 The Provider shall disclose the Worker Portfolio and Appraisal Record to representatives of the Authority on request for purposes such as sentence planning and contract management.
- 2.9.8 The Provider shall provide the Workers with the relevant information from the Worker Portfolio and Appraisal Record to support the preparation of their CV.
- 2.9.9 The Provider shall provide the Worker Portfolio and Appraisal Record to the appropriate CRC for the Worker's resettlement area during their Resettlement Window.
- 2.9.10 Worker Portfolios and Appraisal Records shall be maintained by the Provider and relevant documents appropriately transferred to receiving prisons or CRCs to support and promote continuity of learning when Prisoners leave HMP Berwyn.
- 2.9.11 It shall be the Provider's responsibility to ensure that the Provider's Personnel are trained in the development of Employability Skills and in the processes required, including the appraisal process, and that the Worker Portfolio and Appraisal Record is completed to the required quality.
- 2.9.12 The information from the Worker Portfolio and Appraisal Record (as set out at paragraph 2.9.5) shall be used by the Provider in providing Contract Delivery Indicator data which shall be supplemented by the Prison's contract managers examining samples of records and through discussions with Workers and the Provider's Personnel.
- 2.9.13 The Provider shall carry out an annual stakeholder survey to inform delivery and planning. Such stakeholders shall include (but shall not be limited to) the following:
- 2.9.13.1 the Learning and Skills Provider;
 - 2.9.13.2 the HMP Berwyn senior management team;
 - 2.9.13.3 relevant CRCs;
 - 2.9.13.4 health providers; and
 - 2.9.13.5 the Authority's Personnel.



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- 2.9.14 The Provider shall carry out an annual anonymous Worker survey as part of giving a voice to Workers and in addition to any other methods of Worker engagement such as peer based schemes.

3 Safety and Security

3.1 Safe and Secure Environment

- 3.1.1 The Provider shall ensure they are aware of the restrictions and priorities of working within the custodial environment.
- 3.1.2 The Provider shall demonstrate its ability to control the risks which shall be present whilst operating a Workshop within a custodial environment.

3.2 Duty of Care

- 3.2.1 Once the Workers enter the Workshop the duty of care to the Workers is transferred to the Provider and the Provider's Personnel until any such time as the duty is transferred back to the Authority via a Prison Officer or authorised member of Prison Staff.
- 3.2.2 During the Embedded Learning sessions the duty of care to the Workers shall transfer to the Learning and Skills Provider.

3.3 Workshop Safety Requirements

- 3.3.1 The Provider's Personnel shall be responsible for the supervision of Workers in each Workshop and continually monitor the number of Workers they have under their supervision.
- 3.3.2 The Provider's Personnel shall be aware at all times of where the Workers for whom they are responsible are and what tasks they are completing within the Workshops.
- 3.3.3 The Provider shall carry out risk assessments for all work areas, machinery in use and any other risk areas within the Workshops in line with prevailing Health and Safety legislation.
- 3.3.4 The Provider shall be responsible for ensuring compliance with Health and Safety in the Workshops
- 3.3.5 The Custodial Operator shall appoint a Health and Safety advisor who acts on behalf of the Governor and is responsible for Health and Safety policy and compliance within HMP Berwyn. The Health and Safety advisor shall produce an overarching Health and Safety Policy document that shall capture the arrangements for Prison Staff, the Provider's Personnel, Workers and visitors.
- 3.3.6 The Health and Safety advisor shall work closely with the Provider Health and Safety representative to ensure that the Provider's policies, risk assessments and Safe Systems of Work for the performance of the obligations in this Service Specification are in place, of an acceptable quality and reviewed to take account of any changes affecting the Workshops.
- 3.3.7 The Prison Health and Safety advisor shall make routine visits to the Workshops to ensure that the Provider is delivering a safe working environment. The Prison Health and Safety adviser shall have the authority to challenge the Provider if acceptable levels are not being met.



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- 3.3.8 If the Provider becomes aware of anything which endangers the health, safety or security of any person at the Prison, it shall:
- 3.3.8.1 immediately take steps to warn others and to alleviate the danger; and
 - 3.3.8.2 promptly notify the Authority of that danger and the steps taken under paragraph 3.3.8.1.
- 3.3.9 In the event of an accident or incident within the Workshops, the Prison Health and Safety advisor shall be fully informed by the Provider of the details of their investigation. If the incident is serious or has resulted in hospitalisation, the Prison Health and Safety advisor shall also complete an investigation of the incident, shall review the circumstances of the incident and shall make recommendations to the Provider as to the actions to take to ensure the likelihood of similar incidents occurring is minimised in the future.
- 3.3.10 The Provider shall ensure full compliance with Health and Safety at work legislation and ensure that Safe Systems of Work are in place for all identified risks.
- 3.3.11 Contingency plans shall be provided for each Workshop by the Authority and the Provider shall understand their role and responsibility in executing them.
- 3.3.12 The Provider shall investigate all incidents and accidents within the Workshops, identify trends and invest in rectifying common incidents and share these with the Authority within 28 days of the incident or accident occurring.
- 3.3.13 The Provider shall report any security concerns whether physical, procedural or dynamic using the Intelligence Reporting (IR) system on NOMIS. The security concerns shall also be recorded in the Workshop Observation Book.
- 3.3.14 The Provider shall provide appropriate Personal Protective Equipment (PPE) for each Worker where the job requires it.
- 3.3.15 The Provider shall ensure that there is appropriate equipment available to transport goods and materials around the Workshops.
- 3.3.16 The Provider shall ensure any Large items or Large volumes of Waste or specialist waste is removed from the Prison within three (3) working days or sooner if the waste is hazardous.
- 3.3.17 The Provider shall comply with section 22 of the Offender Management Act 2007 and the Prison Service Instruction 10/2013 Conveyance and Possession of Prohibited Items and Other Related Offences and any other Prison Service Instructions that come into force.

3.4 Tools and Equipment

- 3.4.1 The Provider shall ensure that any Tools or Assets used in the Workshops shall be properly catalogued, stored and accounted for at the beginning and end of each Workshop Session, in line with local security instructions.

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- 3.4.2 The Provider's Personnel shall sign to confirm that all Tools and Assets have been accounted for before any Worker can enter the Workshop at the beginning of a Session or leave the Workshop at the end of a Session

3.5 Raising the Alarm

- 3.5.1 The Provider's Personnel shall operate the general alarm provided by the Authority throughout the Workshops in the event of a fight or threatening situation or any circumstance where Prison Officer support is needed urgently.

3.6 Worker Specific Issues

- 3.6.1 The Provider shall address Worker specific issues as recorded in the Assessment, Care in Custody & Teamwork (ACCT) document on a continuing basis.
- 3.6.2 The Provider shall ensure that the Provider's Personnel are aware of each Worker's specific issues as detailed in the ACCT document.
- 3.6.3 The Provider shall understand each Worker's care pathway, recording interaction in the Worker's support document and attending reviews of the Worker's progress if required.

3.7 Maintaining a Roll

- 3.7.1 The Provider shall be responsible for knowing which Workers they have in their Workshops and where the Workers are.
- 3.7.2 When Workers arrive at the Workshops the Provider shall maintain a register of those Workers who attend by name. The number of Workers who attend shall then be added together and the total is the Roll.
- 3.7.3 Should a Worker leave the Workshop the register shall be updated by the Provider.

3.8 Local Security Instructions

- 3.8.1 The Provider shall adhere to the list of Local Security Instructions which will be provided by HMP Berwyn.

3.9 Fire Safety

- 3.9.1 The Provider shall ensure that fire safety measures are commensurate with the type and nature of the work in each Workshop as determined by the Prison Fire, Health and Safety Advisor .

3.10 Deliveries

- 3.10.1 The Provider shall ensure that deliveries are routinely planned within the Monday – Friday hours 09.00 – 16.00, and are normally limited to five vehicle deliveries in the morning and five in the afternoon. Any vehicle deliveries required outside these hours will need the Approval of an operational manager (Band 7 or above) or a designated person



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- 3.10.2 Deliveries outside these hours (Monday – Friday 09.00 – 16.00) may be approved in the event of an urgent or non-routine delivery and may be supervised by trained members of the Provider's Personnel.

4 Staffing

4.1 Staff Resources

- 4.1.1 The number of Provider's Personnel shall be sufficient to ensure the Services set out in this Service Specification for the delivery of Employment Positions for Prisoners at HMP Berwyn are delivered to the Prisoners allocated to Employment Positions.

4.2 Staff Requirements

- 4.2.1 The Provider shall ensure that its staffing structure incorporates a balance of roles, experience and expertise sufficient to provide the Services, including a senior leadership team, middle managers, workshop instructors, workshop assistants and non-workshop staff to deliver and support the delivery of Employment Positions.
- 4.2.2 The Provider shall ensure that its staffing resource is sufficient to enable the Provider to:
- 4.2.2.1 provide the Services;
 - 4.2.2.2 ensure compliance with the Welsh Language Scheme requirements at paragraph 4.6 of this Service Specification;
 - 4.2.2.3 provide a ratio of no less than 1:30 Provider's Personnel to Worker ratio (one operational supervisory staff member to thirty Workers). This ratio assumes each Workshop remaining as one work area and no obstacles to visibility;
 - 4.2.2.4 maintain adequate supervision of the Workers; and
 - 4.2.2.5 maintain the relevant interface with the Custodial Operator regarding Workers and the Services provided; including partnership working and contract management.
- 4.2.3 The Provider shall ensure that the staff resource available for Workshop instruction is clearly identified and is fully deployed.
- 4.2.4 The Provider shall be responsible for recruiting and retaining members of the Provider's Personnel with the expertise, qualifications and resilience needed in supervising, instructing and helping

Workers allocated to Employment Positions develop their Employability Skills and to support improvement of their prospects for Employment from their arrival at the Prison through to their release or movement to another prison.

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- 4.2.5 The Provider shall plan and deliver selection, training, supervision, progression and performance management procedures for each of their defined staffing roles (such as managers, workshop instructors, workshop assistants and administrative and business support staff).

4.3 Minimising Risk of Service Disruption

- 4.3.1 The Provider shall plan sufficient resource to deliver the required staff to worker ratios within the Workshops and employ robust measures to manage potential service disruption including staff sickness, leave or vacancies.
- 4.3.2 The Provider shall put in place appropriate cover arrangements to ensure continuity of the Services, in the event of sickness, leave or vacancies.
- 4.3.3 Where the Provider's on-site Senior Person is to be recruited or replaced, the Provider shall write to the Authority to gain the Authority's prior Approval to appoint their preferred candidate, demonstrating that the preferred candidate's skills and competencies meet the Authority's requirements.
- 4.3.4 The Provider shall ensure that the Provider's Personnel involved in the delivery of the Services hold the required qualifications for the role they are undertaking and have suitable experience and aptitude to work with Prisoners at HMP Berwyn. The Provider shall maintain the knowledge and experience levels of the Provider's Personnel to ensure that Service delivery responds to changes during the duration of the Contract.
- 4.3.5 The Provider shall ensure that all members of the Provider's Personnel complete an enhanced Disclosure and Barring Service check and the required vetting as set out in PSI 07/2014 prior to taking up their role. The Provider shall be responsible for any costs associated with these checks.

4.4 Provider Personnel Induction

- 4.4.1 The Provider shall ensure new members of the Provider's Personnel attend the two (2) week induction process arranged by HMP Berwyn, which familiarises them with their role and the working environment of the Prison prior to starting their role. The induction shall be in addition to any induction delivered by the Provider to members of the Provider's Personnel and shall include:



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- 4.4.1.1 a full tour of HMP Berwyn;
- 4.4.1.2 an opportunity to meet the Governor and activities managers;
- 4.4.1.3 training on the values and rehabilitative culture of HMP Berwyn;
- 4.4.1.4 training on professional standards;
- 4.4.1.5 key training;
- 4.4.1.6 prison radio training;
- 4.4.1.7 training on maintaining a roll;
- 4.4.1.8 NOMIS training;
- 4.4.1.9 training on the management of tools in prison;
- 4.4.1.10 training on breakaway techniques;
- 4.4.1.11 training on incidents and raising the alarm;
- 4.4.1.12 legitimate authority/FMI training;
- 4.4.1.13 ACCT training;
- 4.4.1.14 security talk including IRs;
- 4.4.1.15 mental health awareness; and
- 4.4.1.16 first on scene training;
- 4.4.2 This Induction is mandatory and all members of the Provider's Personnel shall complete this before they are permitted to perform their duties within the Workshops.
- 4.4.3 The Provider shall ensure that any training required by the Authority for working in a custodial environment is provided to all of the Provider's Personnel.
- 4.4.4 The Provider shall note that the Provider's Personnel will not be able to move unaccompanied within the Prison or work unsupervised with Prisoners until they have completed this mandatory training.
- 4.4.5 The Provider shall ensure that all Provider's Personnel contracts allow for sufficient non-contact time and access to relevant professional development. The Provider shall ensure appropriate arrangements are in place to ensure continuity of the Services during such times
- 4.4.6 The Provider shall implement appropriate communications processes to allow the Provider's Personnel to be provided with information relevant to the delivery of the Services and ensure that the Provider is able to share information about the Services with the Custodial Operator to further raise staff awareness on specific aspects of the Services.

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- 4.4.7 The Provider shall ensure that all Services are delivered within the relevant legislative framework for operating in the custodial environment for Prisoners resident at HMP Berwyn.

4.5 Ethical/Professional Behaviour

- 4.5.1 The Provider shall ensure that the Provider's Personnel comply with the PSO/PSIs relating to appropriate conduct and behaviour within the custodial establishment.

- 4.5.2 The Provider shall have in place a system to manage Personnel performance, including (but not limited to):

4.5.2.1 rewards and incentives for achievements and proposals for improvement and innovation; and

4.5.2.2 disciplinary and disincentives for under-performance, inappropriate behaviour including breaches of the NOMS code of conduct and discipline and behaviour out of line with the Vision and Values of HMP Berwyn.

- 4.5.3 The Provider shall ensure that the Provider's Personnel demonstrate behaviour in line with the Vision and Values of HMP Berwyn.

4.6 Welsh Language Scheme

- 4.6.1 The Provider shall (and shall procure that any Sub-contractors shall) as far as is reasonably practicable, apply the principle of equality for the Welsh and English languages in delivering the Services, including:

4.6.1.1 providing bilingual Personnel to deliver and support the Employment Positions provided to Workers whose preferred language is Welsh as far as reasonable and possible;

4.6.1.2 ensuring that all signage within HMP Berwyn Workshops is displayed in the Welsh and English languages and that both languages are given equal prominence in terms of format, size, quality and legibility; and

4.6.1.3 ensuring that important literature that is readily available to Workers, such as Induction material, is made available in the Welsh and English languages.

5 Mobilisation and Transition

5.1 Mobilisation and Transition Plan

- 5.1.1 The Provider shall have a detailed Mobilisation and Transition Plan which includes (but shall not be limited to):

5.1.1.1 installation of fixtures, fittings and equipment; the Planned Service Commencement Date; Transition to delivery of all required Employment Positions in all Workshops;

5.1.1.2 HR strategy for recruitment, training and retention of Personnel in line with the Vision and Values of HMP Berwyn which details how the Provider will ensure all vetting procedures



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for the Provider Personnel's required for each stage of Mobilisation and operation are completed and which takes into account the time required (12 weeks) for the Provider's Personnel to obtain security clearance through the Authority's vetting procedures; and

5.1.1.3 details of how the Provider will work in partnership with the Learning and Skills Provider.

5.2 Business Plan

5.2.1 The Provider shall submit a Business Plan to the Authority for Approval two (2) months before the Planned Service Commencement Date covering the commercial aspects of the Services.

5.2.2 The Provider's Business Plan shall be finalised during the Mobilisation Period and included in this Contract at Appendix 1 of Schedule C (Service Solution). In subsequent years, the Provider's Business Plan shall be updated annually for approval by the Authority 7th June each year.

5.2.3 The Business Plan shall include (but shall not be limited to):

5.2.3.1 descriptions of the business activities including the commercial market opportunities;

5.2.3.2 consideration of key market risks that could have an impact on the commercial operations and appropriate mitigation action to be taken;

5.2.3.3 financial projections, including a five (5) year profit and loss projection; and

5.2.3.4 a description of the Provider's organisation and commercial ownership structure.

5.3 The Provider's Annual Service Delivery Plan

5.3.1 The Provider shall be required to submit to the Authority an Annual Service Delivery Plan covering the Services delivered to Workers which will be aligned with the Annual Service Delivery Plan of the Learning and Skills Provider.

5.3.2 The Provider's Annual Service Delivery Plan shall be provided for Approval by the Authority two (2) months before the Planned Service Commencement Date, finalised during the Mobilisation Period and included in this Contract at Appendix 2 of Schedule C (Service Solution). In subsequent years, the Provider's Annual Service Delivery Plan shall be updated and provided to the Authority in February for Approval by the end of March.

5.3.3 The Provider's Annual Service Delivery Plan shall include (but shall not be limited to):

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5.3.3.1 objectives;

5.3.3.2 context including (but not limited to):

5.3.3.2.1 the type and nature of work to be delivered and how this supports the resettlement needs of Prisoners from North Wales and the wider employment needs for the labour market;

5.3.3.2.2 Employment and training outcomes;

5.3.3.2.3 stakeholder and Worker views; and

5.3.3.2.4 risks and issues;

5.3.3.2.5 Mobilisation and Transition planning for new work operations, if applicable; and

5.3.3.2.6 transport, logistics, storage and delivery for new work operations if applicable.

5.3.3.3 delivery of the Services including a description of the co-operation actions with the Learning and Skills Provider to include (but not limited to):

5.3.3.3.1 Workers' Employability Skills development;

5.3.3.3.2 enabling Embedded Learning delivery;

5.3.3.3.3 skills assessment in setting objectives for Employability Skills development; and

5.3.3.3.4 support for Workers to gain accredited qualifications.

5.3.3.4 Management Information and Contract Delivery Indicators requiring an interface with the Learning and Skills Provider; and

5.3.3.5 continuous improvement and Change management.

5.4 Facilities Management

5.4.1 During Mobilisation the Provider and the Facilities Management Provider shall seek to formally agree their respective roles and responsibilities for the maintenance of the Workshops and Assets. In the event that they are unable to do so, the Authority shall allocate such roles and responsibilities and its decision in this regard shall be final and binding on the Provider.

5.5 Contract End or Termination

5.5.1 The Provider shall maintain as part of an Exit Plan details and processes of how it would manage handover of all or part of the Services and the Workshops and/or related contracts to the Authority and/or a New Provider.



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- 5.5.2 The Provider shall maintain the Asset Register (Schedule L of this Contract) to include all Assets required to deliver 520 Available Employment Positions in the Workshops.
- 5.5.2.1 Assets owned by the Authority shall be handed back to the Authority or New Provider at the end of the Contract Period or upon termination of the Contract. The Assets shall have been properly maintained.
- 5.5.2.2 Assets owned by the Provider shall be removed from the Workshops by the Provider, at a time to be agreed with the Authority, at the end of the Contract Period or termination of the Contract.

6 Project Finance

6.1 Cost Allocation

- 6.1.1 Subject to the terms of this Contract, the Authority shall be responsible for the costs associated with the Workshops' basic infrastructure to include (but not limited to) basic heating, lighting, ICT, ventilation, power points and partitioning (as set out in Part 2 of Appendix A of Schedule L (Asset Register) to this Contract) and shall make available funding for fitting out the Workshops with Capital Equipment. The placement plan for the basic infrastructure and Capital Equipment shall be supplied by the Provider in its Mobilisation and Transition Plan.
- 6.1.2 The Authority shall provide at its sole discretion sufficient Prison Officers to ensure security in the Workshops at no cost to the Provider.
- 6.1.3 CCTV which is in place for the security of the Prison as a whole shall be the responsibility of the Authority but:
- 6.1.3.1 CCTV which the Provider requires to ensure the safety of their own goods, equipment, Assets and Personnel shall be the responsibility of the Provider; and
- 6.1.3.2 CCTV installed by the Provider shall not be monitored by Prison staff and any monitoring requirements shall be met by the Provider.
- 6.1.4 A contribution to prisoner pay, utilities, waste removal (including sewage) and telephony costs shall be charged back to the Provider by the Authority in accordance with Part C of Schedule E (Payment Mechanism and Profit Share).

7 Contract Management and Governance

7.1 Contract Management and Reporting

- 7.1.1 For an Employment Position to be deemed an Available Employment Position, the following shall have been complied with:

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- 7.1.1.1 each Employment Position has a unique identifier, brief title and job description;
 - 7.1.1.2 there is sufficient work available to enable each Worker to fulfil their job description;
 - 7.1.1.3 there are operational supervisory staff in place every day to meet the minimum staffing ratio; and
 - 7.1.1.4 there is an approved Business Plan for the economic operation associated with the Employment Position.
- 7.1.2 If the Provider or any of its Operators or any Third Party Operators have a contract/agreement with a third party for the sale of goods produced and/or services provided in the Workshop which expires and/or is terminated, the Provider shall:
- 7.1.2.1 notify the Authority that the contract/agreement has expired and/or been terminated and of the effect, if any, on the Employment Positions provided;
 - 7.1.2.2 provide the Authority with its proposals to continue to deliver the Employment Positions where these have been affected to enable the Workers to fulfil their job descriptions, including the provision of any interim work any new contract/agreement with a third party for the sale of goods produced and/or services provided in the Workshop;
 - 7.1.2.3 agree and update the Business Plan using the procedure for updating Contract Controlled Documents under the Change Mechanism in Schedule I; and
 - 7.1.2.4 provide the information as set out at items 2.o and 2.p of Schedule F (Performance and Monitoring Mechanism) in the Management Information Report at Appendix A.
- 7.1.3 The Provider shall supply to the Authority the Management Information and reports set out in Schedule F (Performance and Monitoring Mechanism).
- 7.1.4 The Provider shall report on the delivery of the Services and the associated Contract Delivery Indicators to the governance groups set out in Schedule H of this Contract, including (but not limited to) the Operational Management Group and Contract Review Group.
- 7.1.5 The Provider shall attend:
- 7.1.5.1 the weekly Activity Allocation Board meeting;

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- 7.1.5.2 the bi-weekly Custodial Operator's Executive Senior Management Team meeting;
- 7.1.5.3 the meetings of any other boards making decisions affecting Workers;
- 7.1.5.4 the monthly Operational Management Group meeting;
- 7.1.5.5 the quarterly Contract Review Group meeting; and
- 7.1.5.6 the monthly Service Integration Group meeting.
- 7.1.6 The Quarterly Contract Review Group meeting shall include the Provider reporting on performance and a forward look to the next quarter. The report shall also include any issues which need resolution in order to enable service delivery and service improvement.
- 7.1.7 If the Provider is a consortium a nominated Service Lead shall attend the above meetings.
- 7.1.8 Management Information and CDI performance information shall be supplied by the Provider in line with the Performance and Monitoring Mechanism (Schedule F to this Contract) and at the Authority's request.
- 7.1.9 Any performance issues shall be managed between the Authority and the Provider.
- 7.1.10 It shall for the Provider to determine how it intends to manage issues of supply chain performance with any Sub-contractors but this shall be underpinned by the use of evidence and fair management by the Provider.
- 7.1.11 The Provider shall ensure regular and prompt payment to its Sub-contractors.
- 7.1.12 The Provider shall explain how it will manage any supply chain performance issues.

8 Cleaning and Waste Removal**8.1 Cleaning**

- 8.1.1 Prisoners shall be employed to clean the Workshops and be referred to as orderlies. The positions undertaken by orderlies are in addition to the Employment Positions to be delivered by the Provider and are appointed by the Custodial Operator.
- 8.1.2 The Provider's office and the Provider's Personnel toilets shall be cleaned by the Facilities Management Provider.

8.2 Waste Removal

- 8.2.1 Prisoners allocated to the Recycling Centre shall collect general waste and recycling each working day. The Prisoners are allocated to the Recycling Centre by the Custodial Operator and their positions are not included in the Employment Positions to be delivered by the Provider.



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- 8.2.2 In the event of Large items or Large volumes of Waste being produced or otherwise introduced to the Prison by the Provider including packing materials that cannot routinely be processed through the Recycling Centre, such waste shall be removed by the Provider at its expense.
- 8.2.3 In the event that the work being delivered in the Workshops produces any waste that is specialist or hazardous including but not limited to metal shavings and hazardous substances these shall be removed by the Provider at its expense.

9 Business Continuity and Disaster Recovery

- 9.1 The Provider shall submit a BCRD Plan to the Authority two (2) months before the Planned Service Commencement Date (which shall be included at Schedule R of this Contract) and shall maintain the BCDR Plan during the Contract Period.
- 9.2 At all times, the BCDR Plan shall provide as a minimum that:
- 9.2.1 If a Relevant Event occurs affecting the Provider's ability to deliver the Services, the Provider, and in particular the individuals comprising the Provider's BCDR response team, shall:
- 9.2.1.1 implement the BCDR Plan;
- 9.2.1.2 immediately notify the Authority of the full details of the Relevant Event and its anticipated impact on the Provider's ability to perform its obligations under the Contract;
- 9.2.1.3 agree with the Authority the steps that it will take to address and mitigate the consequences of a Relevant Event; and
- 9.2.1.4 consult with the Authority to ensure minimum disruption to delivery of the Services.
- 9.3 The Provider shall ensure that:
- 9.3.1 a variety of disaster response plans are set out in the BCDR Plan, which are appropriate to the occurrence of Relevant Events at a (i) Single Workshop, (ii) Multiple Workshops and (iii) overall Provider capability level;
- 9.3.2 the names of individuals comprising a BCDR response team are listed in the BCDR Plan, such individuals to consist of director and managerial level Personnel from within the Provider's business;
- 9.3.3 in the event of strike action by the Provider's Personnel, the Provider shall deploy resources from other sites to cover the shortfall provided that such Personnel have received training in the Prison's operation, including key training and breakaway techniques, and have the necessary security clearance required to work in the establishment; and
- 9.3.4 a copy of the BCDR Plan is held by the Contract manager.
- 9.4 The Provider shall test the BCDR Plan on a regular basis, with the scope and frequency of such testing to be agreed between the Parties. The Provider shall report the results of such testing to the Authority and the



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Parties shall discuss and agree any further testing and/or improvements to the BCDR Plan which may be needed as a result of such testing and confirm this through the Governance arrangements.

10 Public Relations, Publicity and Media

- 10.1 The Provider shall comply with the requirements regarding public relations, publicity and media as set out in Clause 36 (Public Relations, Publicity and Media) of this Contract and as set out paragraph 2.3 of Schedule F (Performance and Monitoring Mechanism).

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ANNEX A

Reason for Absence	Description
Courts	Any worker absent due to a scheduled court appearance either at court or via video link. If appearing via video link, the worker should only be absent for the duration of the appointment.
Legal and Official visits	Any worker absent due to a scheduled legal (Solicitor etc) or official (Offender Manager etc) visit taking place. The worker should only be absent for the duration of the appointment.
Medical Appointment and Treatment	Any worker absent due to a scheduled medical appointment taking place. The worker should only be absent for the duration of the appointment.
Illness	Any worker absent due to them being unwell. Their absence must be authorised by a nurse or doctor.
Searches	Any worker absent due to a search being undertaken in line with the published searching policy. The worker should only be absent for the duration of the search unless further action is required.
Incident Response	Any worker absent due to: <ul style="list-style-type: none"> • attending adjudication; • removal from the workshop by the supervising staff; • presenting a threat to self or others; • fighting or being involved in an assault; or • Full lockdown.
Discharge/Transfer	Any worker who is to be discharged or transferred that day only.
Case Management	Any worker absent due to a scheduled case management appointment taking place. The worker should only be absent for the duration of the appointment.

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Chapel Service	Any worker absent due to attendance at a religious service. The worker should only be absent for the duration of the service.
ROTL	Any worker absent due to attendance at a ROTL placement.
Mandatory Drug Testing (or "MDT")	Any worker absent due to MDT being undertaken in line with the published MDT policy. The worker should only be absent for the duration of the test.
ACCT review	Any worker absent due to a scheduled ACCT review taking place. The worker should only be absent for the duration of the appointment.
Family Days	Acceptable when organised, notified and delivered by the visits staff.
Late or non-delivery of workers to the workshops	Where the Custodial Operators is unable to deliver workers to workshops at the agreed times, for unforeseen circumstances.
Lack of utilities	Any worker absent due to a lack of utilities in the workshop which prevents the worker from being able to carry out their employment.