

SCHEDULE H: GOVERNANCE

1. INTRODUCTION AND PURPOSE

- 1.1 This Schedule describes the approach to governance arrangements to be adopted by the Parties in meeting the requirements of the Contract.
- 1.2 The governance approach includes:
- 1.2.1 how the Parties will manage the relationship between them; and
 - 1.2.2 the specific governing structures under which the Parties will operate.

2. REPRESENTATIVES

2.1 Authority's Representative

- 2.1.1 The Authority shall appoint an individual to exercise the Authority's Representative role pursuant to this paragraph 2.1.
- 2.1.2 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 Provider from time to time.
- 2.1.3 The Authority's Representative shall be entitled at any time, by notice to the Provider, to authorise any other person to exercise the functions and powers of the Authority delegated to him pursuant to this paragraph 2.1, 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 2.1.3) shall be taken as references to such person so far as they concern matters within the scope of such person's authority.
- 2.1.4 The Authority may by notice to the Provider 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 Provider in the execution of its obligations under this Contract).
- 2.1.5 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 functions under this

CONTRACT FOR PROVISION OF EMPLOYMENT POSITIONS FOR PRISONERS AT HMP BERWYN

Contract) the Authority shall carry out the functions which would otherwise be performed by the Authority's Representative.

2.1.6 Except where notified in writing by the Authority before such act or instruction, the Provider and Provider's Representative shall be entitled to treat any act or instruction of the Authority's Representative which is authorised by this Contract as being expressly authorised by the Authority and the Provider and the Provider's Representative shall not be required to determine whether authority has in fact been given.

2.1.7 Except where notified in writing by the Authority before such act or instruction, the Provider and Provider'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.

2.2 Provider's Representative

2.2.1 The Provider shall appoint an individual to exercise the Provider's Representative role pursuant to this paragraph **Error! Reference source not found.**

2.2.2 The Provider's Representative shall have full authority to act on behalf of the Provider for all purposes of this Contract. Except as previously notified in writing before such act by the Provider to the Authority, the Authority and the Authority's Representative shall be entitled to treat any act of the Provider's Representative in connection with this Contract as being expressly authorised by the Provider and the Authority and the Authority's Representative shall not be required to determine whether any express authority has in fact been given.

2.2.3 The Provider may by notice to the Authority, change the Provider's Representative. Where the Provider 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).

2.3 Appointment of Representatives

At any time the Authority may appoint more than one Authority's Representative and the Provider may appoint more than one Provider's Representative provided in each case the appointer provides written confirmation to the Provider or Authority as appropriate of the extent of its representative's authority. It is intended that each

CONTRACT FOR PROVISION OF EMPLOYMENT POSITIONS FOR PRISONERS AT HMP BERWYN

Authority Group Member has at all times a counterpart Provider Group Member of equivalent seniority and expertise.

2.4 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.

3. GOVERNANCE GROUPS

Establishment and structure of the Governance Groups

3.1 The Governance Groups shall be established by the Authority for the purposes of this Contract on which both the Provider and the Authority shall be represented.

3.2 In relation to each of the Groups, the:

3.2.1 Authority Group Members;

3.2.2 Provider Group Members;

3.2.3 frequency that the Group shall meet (unless otherwise agreed between the Parties);

3.2.4 location of the Group's Meetings; and

3.2.5 planned start date by which the Group shall be established,

shall be as set out in Annex 1.

3.3 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).

3.4 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.

3.5 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.

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

Group Meetings

- 3.7 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:
- 3.7.1 a delegate attends the relevant Group Meeting in his/her place who (wherever possible) is properly briefed and prepared; and
 - 3.7.2 that he/she is debriefed by such delegate after the Group Meeting.
- 3.8 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:
- 3.8.1 scheduling Group Meetings;
 - 3.8.2 setting the agenda for Group Meetings and circulating this and any relevant papers to all attendees five (5) Working Days in advance of such meetings;
 - 3.8.3 chairing the Group Meetings;
 - 3.8.4 monitoring the progress of any follow up tasks and activities agreed to be carried out following Group Meetings;
 - 3.8.5 ensuring that minutes for Group meetings are recorded and disseminated electronically to the appropriate persons and to all Group meeting participants within five(5) Working Days after the Group meeting, or prior to the next Group Meeting, whichever comes first; and
 - 3.8.6 facilitating the process or procedure by which any decision agreed at any Group meeting is given effect in the appropriate manner.
- 3.9 Group meetings shall be quorate as long as at least two (2) representatives from each Party are present.
- 3.10 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.

CONTRACT FOR PROVISION OF EMPLOYMENT POSITIONS FOR PRISONERS AT HMP BERWYN

3.11 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 requires a Change to be made to the Contract, such Change shall be dealt with in accordance with Schedule I of the Contract (Change Mechanism).

3.12 Each Party shall pay its own costs and expenses in relation to attendance at Group Meetings.

4. THE CONTRACT REVIEW GROUP

4.1 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:

4.1.1 discuss the Provider's progress against the Mobilisation and Transition Plan, Business Plan and the Annual Service Delivery Plan as applicable at the relevant time;

4.1.2 discuss the Provider's delivery and performance of the Services, including compliance with the Key Performance Indicators;

4.1.3 review the Provider's Management Information;

4.1.4 consider the commercial aspects of Change Requests and Impact Assessments in accordance with Schedule I (Change Mechanism) and provide guidance and authorisation as required;

4.1.5 consider and seek to resolve any differences between the Parties;

4.1.6 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 Provider, including a review of any developments that offer potential for improvement;

4.1.7 provide senior level guidance, leadership and strategy for the overall delivery of the Services;

4.1.8 determine business strategy and provide guidance on policy matters which may impact on the implementation of the Services;

4.1.9 be the point of escalation from the Operational Management Group;

4.1.10 receive and review any reports from the Operational Management Group on significant issues requiring decision and resolution;

4.1.11 take decisions on the appropriate resolution of issues referred by the Operational Management Group;

CONTRACT FOR PROVISION OF EMPLOYMENT POSITIONS FOR PRISONERS AT HMP BERWYN

4.1.12 deal with the prioritisation of resources; and

4.1.13 discuss such other business relating to the Services as raised by either Party.

4.2 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 67 (Dispute Resolution) of this Contract.

5. OPERATIONAL MANAGEMENT GROUP

5.1 The Operational Management Group shall:

5.1.1 provide comprehensive oversight of the Services and for management of the operational relationship between the Parties;

5.1.2 hold meetings as set out in Annex 1 to, amongst other things:

5.1.2.1 discuss the Provider's progress against the Mobilisation and Transition Plan, Business Plan and the Annual Service Delivery Plan as applicable at the relevant time;

5.1.2.2 discuss the Provider's delivery and performance of the Services, including compliance with the Contract Delivery Indicators;

5.1.2.3 consider the Provider's Management Information;

5.1.2.4 consider the operational aspects of Change Requests and Impact Assessments in accordance with Schedule I (Change Mechanism);

5.1.2.5 discuss any other gaps and issues relating to performance against agreed milestones and measures and propose appropriate solutions for resolution; and

5.1.3 report to the Contract Review Group by providing an overview of performance and highlighting any significant issues requiring decision and resolution.

6. SERVICE INTERGRATION GROUP

6.1 The Service Integration Group shall hold meetings as set out in Annex 1 to, amongst other things:

6.1.1 resolve any issues arising between the Provider, the Authority, the National Probation Service, the Wales the Wales Community Rehabilitation Company (CRC) and other organisations responsible for the provision of key services

CONTRACT FOR PROVISION OF EMPLOYMENT POSITIONS FOR PRISONERS AT HMP BERWYN

including the Reducing Reoffending team, the Learning and Skills Provider , Library Service and the Welsh Government;

- 6.1.2 discuss potential opportunities to improve the integration, efficiency and effectiveness of the Services to meet the requirements of an integrated learning environment that increases the Employment potential of Prisoners on release from custody;
- 6.1.3 identify and agree measures to address recurring or material problems with the integration of the Services; and
- 6.1.4 provide the Contract Review Group with an overview of the issues, opportunities and measures discussed at meetings of the Service Integration Group and escalate any significant unresolved issues for the Contract Review Group to resolve.

7. CONTRACT MANAGEMENT MECHANISMS

- 7.1 The Parties shall pro-actively manage risks attributed to them under the terms of this Contract.
- 7.2 The Provider shall develop, operate, maintain and amend, as agreed with the Authority, processes for:
 - 7.2.1 the identification and management of risks;
 - 7.2.2 the identification and management of issues; and
 - 7.2.3 monitoring and controlling project plans.

ANNEX 1

Contract Review Group Representation and Structure

<p>Authority Group Members of the Contract Review Group</p>	<p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>
<p>Provider Group Members of the Contract Review Group</p>	<p>[Redacted]</p>
<p>Start Date for the Contract Review Group meetings</p>	<p>Commencement Date</p>
<p>Frequency of the Contract Review Group Meetings</p>	<p>Quarterly</p>
<p>Location of the Contract Review Group Meetings</p>	<p>[Redacted]</p>

Operational Management Group Representation and Structure

<p>Authority Group Members of the Operational Management Group</p>	<p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>
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CONTRACT FOR PROVISION OF EMPLOYMENT POSITIONS FOR PRISONERS AT HMP BERWYN

	[REDACTED]
Provider Group Members of the Operational Management Group	[REDACTED]
Start date for the Operational Management Group Meetings	Commencement Date
Frequency of the Operational Management Group Meetings	Monthly
Location of the Operational Management Group Meetings	[REDACTED]

Service Integration Group Representation and Structure

Authority Members of the Service Integration Group	[REDACTED]
Provider Members of the Service Integration Group	[REDACTED]
Other members of the Service Integration Group	[REDACTED]



CONTRACT FOR PROVISION OF EMPLOYMENT POSITIONS FOR PRISONERS AT HMP BERWYN

	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
Start date for the Service Integration Group Meetings	Commencement Date
Frequency of the Service Integration Group Meetings	Monthly
Location of the Service Integration Group Meetings	[REDACTED]