

**CONTRACT FOR PRISONER AND NON-PRISONER FOOD SUPPLY**

**SCHEDULE 21**

**GOVERNANCE**

## **Governance**

### **1. DEFINITIONS**

1.1 In this Schedule, the following definitions shall apply:

<b>“Annual Contract Review Meeting (ACR)”</b>	shall have the meaning provided in Paragraph 8.1;
<b>“Board Member”</b>	the initial persons appointed by the Authority and Supplier to the Boards as set out in Annex 1 and any replacements from time to time agreed by the Parties in accordance with Paragraph 3.1(c);
<b>“Boards”</b>	the Performance Board, the QCRM Board, and the Commodity Appraisal Panel, and <b>“Board”</b> shall mean any of them;
<b>“Commodity Appraisal Panel”</b>	the body described in Paragraph 6 and Annex 1 of this Schedule 21 ( <i>Governance</i> );
<b>“Commodity Appraisal Panel Meeting”</b>	the meeting of the Commodity Appraisal Panel, as described in Paragraph 6 and Annex 1 of this Schedule 21 ( <i>Governance</i> );
<b>“Holiday Food Sampling Event”</b>	an event during which the Authority (via a team representing multiple Sites) are invited to a venue, hosted by the Supplier, to test products to be considered for temporary addition to the Catalogue during a holiday period (including, for example, Christmas);
<b>“Meet the Buyer Event”</b>	an event during which the Authority (via a team representing multiple Sites) are invited to a venue, hosted by the Supplier, to test products to be considered for temporary or permanent addition to the Catalogue;
<b>“Mini CAP Process”</b>	the process set out in Paragraph 6.6 of this Schedule 21 ( <i>Governance</i> );
<b>“Performance Board”</b>	the body described in Paragraph 4 and Annex 1 of this Schedule 21 ( <i>Governance</i> );
<b>“Performance Management Meeting”</b>	the meeting of the Performance Board, as described in Paragraph 4 and Annex 1 of this Schedule 21 ( <i>Governance</i> );
<b>“QCRM Board”</b>	the body described in Paragraph 5 and Annex 1 of this Schedule 21 ( <i>Governance</i> );
<b>“Quarterly Contract Review Meeting” or “QCRM”</b>	the meeting of the QCRM Board, as described in Paragraph 5 and Annex 1 of this Schedule 21 ( <i>Governance</i> ).

### **2. MANAGEMENT OF THE AGREEMENT**

2.1 The Supplier and the Authority shall each appoint an Operational Contract Manager for the purposes of this Agreement through whom the delivery of the Products and Services shall be managed at a day-to-day. The Supplier’s initial Operational Contract Manager shall be agreed in writing between the Parties at the Effective Date. Any change to the Supplier’s Operational Contract Manager shall be agreed between the Parties in writing (acting reasonably).

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

### **3. BOARDS**

#### **3.1 Establishment and structure of the Boards**

- (a) The Boards shall be established by the Authority for the purposes of this Agreement on which both the Supplier and the Authority shall be represented.
- (b) In relation to each Board, the:
  - (i) Authority Board Members;
  - (ii) Supplier Board Members;
  - (iii) frequency that the Board shall meet (unless otherwise agreed between the Parties);
  - (iv) location of the Board's meetings; and
  - (v) planned start date by which the Board shall be established,shall be as set out in Annex 1.
- (c) In the event that either Party wishes to replace any of its appointed Board Members, that Party shall notify the other in writing of the proposed change for agreement by the other Party (such agreement not to be unreasonably withheld or delayed). Notwithstanding the foregoing, it is intended that each Authority Board Member has at all times a counterpart Supplier Board Member of equivalent seniority and expertise.

#### **3.2 Board meetings**

- (a) Each Party shall ensure that its Board Members shall make all reasonable efforts to attend Board meetings at which that Board Member's attendance is required. If any Board Member is not able to attend a Board meeting, that person shall use all reasonable endeavours to ensure that:
  - (i) a delegate attends the relevant Board meeting in his/her place who (wherever possible) is properly briefed and prepared; and
  - (ii) that they are debriefed by such delegate after the Board meeting.
- (b) A chairperson shall be appointed by the Authority for each Board as identified in Annex 1. The chairperson shall be responsible for:
  - (i) scheduling Board meetings;
  - (ii) setting the agenda for Board meetings and circulating to all attendees in advance of such meeting;
  - (iii) chairing the Board meetings;
  - (iv) monitoring the progress of any follow up tasks and activities agreed to be carried out following Board meetings;
  - (v) ensuring that minutes for Board meetings are recorded and disseminated electronically to the appropriate persons and to all Board meeting participants within seven (7) Working Days after the Board meeting; and
  - (vi) facilitating the process or procedure by which any decision agreed at any Board meeting is given effect in the appropriate manner.
- (c) Unless otherwise determined below, Board meetings shall be quorate as long as at least two (2) representatives from each Party are present.

- (d) The Parties shall ensure, as far as reasonably practicable, that all Boards shall as soon as reasonably practicable resolve the issues and achieve the objectives placed before them. Each Party shall endeavour to ensure that Board Members are empowered to make relevant decisions or have access to empowered individuals for decisions to be made to achieve this.

#### **4. ROLE OF THE PERFORMANCE BOARD**

- 4.1 The Performance Board monitors the performance of the Agreement against the requirements set out therein, including those within Schedule 1 (*Specification*) and Schedule 3 (*Performance Levels*), in respect of issues related to delivery of the Products and performance of the Services.
- 4.2 The Performance Board will identify gaps and issues relating to current performance against agreed measures and recommend appropriate solutions for resolution.
- 4.3 The purpose and remit of the Performance Board is as follows:
  - (a) to monitor and review relevant reporting information and Management Information as provided to measure performance under this Agreement as set out in Schedule 24 (*Reports and Records Provisions*);
  - (b) to monitor performance of the Agreement ensuring that all requirements relevant to operational and technical performance of the Agreement are reviewed on a monthly basis;
  - (c) to ensure compliance with the relevant Standards;
  - (d) to advise the Authority of any Service Downtime for Permitted Maintenance and Updates for the coming month which will affect the Online Ordering System in accordance with Paragraph 1.2(p) of Part B of Schedule 3 (*Performance Levels*), and to provide full details of such maintenance including the steps being taken to mitigate the unavailability of the system;
  - (e) to ensure and agree that the operational requirements between the Authority and the Supplier are clearly understood and managed appropriately;
  - (f) to review the operational aspects of all Change Requests issued in accordance with Schedule 22 (*Change Control Procedure*) and specifically consider whether the proposed Change Request:
    - (i) has an impact on other areas or aspects of the Agreement and / or documentation incorporated herein;
    - (ii) has an impact on the ability of the Authority to meet its agreed business needs;
    - (iii) will raise any risks or issues;
    - (iv) is supported by an Impact Assessment prepared in accordance with Schedule 22 (*Change Control Procedure*);
  - (g) to communicate any Changes to the Agreement to relevant stakeholders;
  - (h) to liaise and share information with the Commodity Appraisal Panel and to provide recommendations for the testing of both existing and proposed new Products to the Commodity Appraisal Panel as required, review the test results and ensure provision of compliant Products;
  - (i) to review the performance of the Supplier in meeting the Performance Indicators, in accordance with Paragraphs 1.3 and 1.4 of Part B of Schedule 3 (*Performance Levels*);

- (j) to review the implementation of any Rectification Plans by the Supplier;
  - (k) to ensure that reporting and corrective actions are agreed and reported where Performance Indicators are not being met;
  - (l) to identify specific performance issues and ensure appropriate action plans are instigated to address gaps in performance;
  - (m) to review the obligations tracker and request any outstanding contractual obligations;
  - (n) to continually review the performance of the Agreement and make recommendations relating to changes in activity which may result in Contact Changes;
  - (o) to review the Key Personnel and Key Roles; and
  - (p) to escalate any issues that cannot be resolved to the Quarterly Contract Review Meeting.
- 4.4 The Performance Board will meet monthly following the Commencement Date in the Performance Management Meetings.
- 4.5 The Supplier will provide a monthly performance pack, the contents of which will be agreed by the Authority at the commencement of the Agreement.
- 4.6 Papers for the Performance Management Meeting will be circulated five (5) Working Days in advance by the Authority.
- 4.7 A performance pack, the contents of which will be agreed in advance with the Supplier and the Operational Contract Manager, is to be supplied no later than five (5) Working Days prior to the Performance Management Meeting
- 4.8 The Performance Management Meetings will be attended by the persons listed in Annex 1 of this Schedule 21 and any other persons considered by the Authority necessary for the meeting
- 4.9 Performance Management Meetings will be considered quorate when a minimum of (3) representatives from each Party is in attendance.
- 4.10 The meetings will be held via MS Teams, there may be occasions when a face-to-face meeting is arranged, this will be in agreement between the Authority and the Supplier and at a venue suitable for both Parties.
- 4.11 Working groups may be set up to enable specific issues to be resolved and brought to the Performance Board for decision making/implementation.

## **5. ROLE OF THE QCRM BOARD**

- 5.1 In the Quarterly Contract Review Meeting, the QCRM Board will make decisions on the appropriate resolution of issues before it, including those escalated from the monthly Performance Board.
- 5.2 The purpose and remit of the QCRM Board is as follows:
- (a) to take responsibility for the strategic overview of the contractual relationship between the Authority and the Supplier, including assessing the general performance of the Agreement;
  - (b) to ensure that the Agreement is operated throughout the Term in a manner which optimises the value for money and operational benefit derived by the Authority while recognising the Supplier's imperative to derive a commercial benefit from the Agreement;

- (c) to ensure appropriate Rectification Plans are instigated to address delivery and performance issues;
  - (d) to instigate and approve utilisation of appropriate resources, identify key issues, remedial action groups and other task-based activities to address any escalated contractual issues requiring attention;
  - (e) to note and provide strategic direction and take decisions in relation to policies around the future strategic direction of Authority in relation to the Products and Services;
  - (f) to consider any recommendations made by governance bodies which may impact the end-to-end delivery model; and
  - (g) not used.
- 5.3 The Quarterly Contract Review Meeting will meet Quarterly following the Commencement Date.
- 5.4 Papers for the meetings will be circulated five (5) working days in advance by the chairperson (or, if unavailable, the vice chairperson).
- 5.5 The Quarterly Contract Review Meeting will be attended by the persons listed in Annex 1 of this Schedule 21 and any other persons considered by the Authority necessary for the meeting.
- 5.6 Meetings will be considered quorate when a minimum of (3) three representatives from each party is in attendance.
- 5.7 The meetings will take place via MS Teams, there may be occasions where a face-to-face meeting is arranged, this will be at a venue that is suitable for both the Authority and the Supplier.
- 5.8 Working groups may be set up to enable specific issues to be resolved and brought to the QCRM Board for decision making/implementation.
- 6. ROLE OF THE COMMODITY APPRAISAL PANEL**
- 6.1 The Commodity Appraisal Panel Meeting brings together operational, commercial and contract management colleagues with Supplier staff and prisoners, as identified in Annex 1, to form a Commodity Appraisal Panel (CAP).
- 6.2 The main objective of the Commodity Appraisal Panel is to determine the acceptability and affordability of the Products in accordance with the Agreement, including any new products requested in a Catalogue Change Request in accordance with Paragraph 10 of Schedule 22 (*Change Control Procedure*).
- 6.3 In all cases, subject to Paragraph 6.5, new products proposed for inclusion in the Catalogue (whether or not proposed as replacements for existing Products) shall be subject to approval by the Commodity Appraisal Panel under the process set out in this Paragraph 6 and Paragraph 10 of Schedule 22 (*Change Control Procedure*) prior to being included in the Catalogue.
- 6.4 The primary purpose and remit of the Commodity Appraisal Panel is as follows:
- (a) to test, and, where appropriate, approve the suitability of Products offered under the Agreement to ensure that they meet the relevant quality standards, meet and continue to meet the Specification over the life of the Agreement, including the Technical Specification;
  - (b) all CAP testing will be undertaken in accordance with the methodology set out in Annex 2 of this Schedule 21 (*Commodity Appraisal Panel Process*);

- (c) to reference the relevant standards to ensure compliance is achieved under the terms of the Agreement for Products offered, including the relevant standards set out in Schedule 4 (*Standards*); and
  - (d) to undertake Product testing where required as a result of Complaints and/or issues of concern being raised by the Authority.
- 6.5 Where the Authority determines, acting reasonably, that product testing/approval is required at short notice (for example in the event of a Product line failure or where an immediate replacement of a current Catalogue item is required), the Authority may initiate a Mini CAP Process.
- 6.6 Mini CAP Process
- (a) For the purposes of Paragraph 6.5, the Mini CAP Process shall be as follows:
    - (i) the Supplier will arrange for Full Case Equivalent samples to be sent to a pre-determined site agreed between the Parties to enable the catering manager to perform testing of the proposed products using internal staff and prisoners;
    - (ii) the Supplier will provide a copy of the Supplier Product Specification for the current Product and the proposed new product along with a written explanation of the reason for changing the Products;
    - (iii) the Authority will, with reference to the samples and information supplied in accordance with Paragraphs (i) and (ii), determine whether the products pass or fail the Mini Cap Process;
    - (iv) products passed through the Mini CAP Process will be subject to testing under the full CAP testing process at the next scheduled Commodity Appraisal Panel Meeting.
- 6.7 Meet the Buyer Events and Holiday Food Sampling Events
- (a) The Supplier may, from time to time, invite the Authority (and the Authority may, from time to time, require the Supplier to invite the Authority to) Meet the Buyer Events and Holiday Food Sampling Events.
  - (b) For the avoidance of doubt, if the Authority wishes to add any products sampled during a Meet the Buyer Event or a Holiday Food Sampling Event to the Catalogue, such products must be approved by the Commodity Appraisal Panel in accordance with the Paragraphs 6.3 to 6.6.
  - (c) The Supplier shall ensure that any Holiday Food Sampling Events take place at appropriate times during the year, and in accordance with the Authority's reasonable requirements, such that the Authority has sufficient time to test the products in accordance with this Paragraph 6 and to account for ordering lead times.
- 6.8 The CAP will meet Quarterly as a minimum, with the understanding that where required further meetings can be arranged at short notice (referred to above as the Mini CAP Process).
- 6.9 Papers for the meetings will be circulated five (5) Working Days in advance by the chairperson (or, if unavailable, the vice chairperson).
- 6.10 The Commodity Appraisal Panel Meeting will be attended by the persons listed in Annex 1 of this Schedule 21 and any other persons considered by the Authority necessary for the meeting.
- 6.11 The location of the meetings will be at Supplier or Authority locations on an agreed basis.

- 6.12 Working groups may be set up to enable specific issues to be resolved and brought to the CAP for decision making/implementation.
- 6.13 All administration will be undertaken by Head of Catering or a delegated alternative.
- 6.14 The testing process of the Commodity Appraisal Panel is carried out in five (5) phases, more particularly described in Annex 2 of this Schedule 21, namely:
- (a) Product Range determined for review;
  - (b) Criteria compliance test;
  - (c) Organoleptic test undertaken;
  - (d) Reporting;
  - (e) Commercial arrangements.

## **7. WEEKLY OPERATIONAL MEETING**

- 7.1 The purpose of this meeting is for the Operational Contract Manager, Head of Catering, and Commercial Manager to meet with the Supplier to discuss any operational and contractual issues that have arisen in the last week that need highlighting to the Supplier management team that needs resolving. The frequency of this meeting is weekly but where there is an operational need this may be increased to daily if necessary.
- 7.2 This meeting shall be attended by:
- (a) Authority's Operational Contract Manager;
  - (b) Authority's Commercial Manager;
  - (c) Authority's Head of Catering;
  - (d) Supplier's Client Director;
  - (e) Supplier's National Account Manager;
  - (f) Supplier's Procurement Manager; and
  - (g) any other persons considered by the Authority necessary for the meeting.
- 7.3 This meeting is not minuted.

## **8. ANNUAL CONTRACT REVIEW MEETING (ACR)**

- 8.1 An annual review meeting shall be held throughout the Term on a date to be agreed between the Parties.
- 8.2 This meeting is to review and confirm receipt of Management Information, to review staff head count and vacancies, to review apprenticeships and to review training and skills development undertaken in relation to the contract.
- 8.3 This meeting is held once a year and is minuted.
- 8.4 This meeting shall be attended by:
- (a) Authority's Operational Contract Manager;
  - (b) Authority's Head of Catering;
  - (c) Authority's Commercial Manager;
  - (d) Supplier Client Director;

- (e) Supplier National Account Manager;
- (f) any other persons considered by the Authority necessary for the review.

## **9. CONTRACT MANAGEMENT MECHANISMS**

- 9.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Agreement.
- 9.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Authority, processes for:
  - (a) the identification and management of risks;
  - (b) the identification and management of issues; and
  - (c) monitoring and controlling project plans.

## **10. GOVERNANCE AND ESCALATION**

- 10.1 Where risks and issues cannot be resolved at the Performance Management Meetings, the Authority's Operational Contract Manager and Authority's Commercial Contract Manager are responsible for escalation to the Authority's Senior Contract Manager at the Quarterly Contract Review Meeting.
- 10.2 In the event of escalation in line with Paragraph 10.1 above, the Authority's Operational Contract Manager will also refer to the manner in which the current relevant policy defines the need and process for commissioning detailed performance review, quality assessments and/or root cause analysis in the event of:
  - (a) any performance issues identified;
  - (b) any improvement activity required; and
  - (c) analysis of best practice.

## Annex 1: Representation and Structure of Boards

### Performance Board

<b>Authority Members of Performance Board</b>	<p>Chairperson – Authority's Operational Contract Manager</p> <p>Authority's Commercial Manager</p> <p>Authority's Assistant Commercial Manager</p> <p>Authority's Finance Business Partner</p> <p>Authority's Head of Catering</p> <p>Authority's Regional Catering Managers</p> <p>Authority's Administrative Officer (Minute taker)</p>
<b>Supplier Members of Performance Board</b>	<p>Supplier Client Director (or equivalent)</p> <p>Supplier National Account Manager (or equivalent)</p> <p>Supplier Procurement Manager (or equivalent)</p> <p>Supplier Operations Manager (or equivalent)</p> <p>Supplier Technical Standards Officer (or equivalent)</p>
<b>Start Date for Performance Management Meetings</b>	<p>The second month following the Supply Commencement Date (to review the Supplier's performance during the first month following the Supply Commencement Date).</p> <p>At the Authority's request, a Performance Management Meeting shall also take place during the Implementation Period.</p>
<b>Frequency of Performance Management Meetings</b>	Monthly
<b>Location of Performance Management Meetings</b>	Virtually via Microsoft Teams or, if essential, in person

### QCRM Board

<b>Authority members of QCRM Board</b>	<p>Chairperson – Authority's Senior Contract Manager</p> <p>Authority's Operational Contract Manager</p> <p>Authority's Senior Commercial Manager</p> <p>Authority's Finance Business Partner</p> <p>Authority's Head of Catering</p> <p>Legal Representation (if required)</p>
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<b>Supplier members of QCRM Board</b>	<p>Supplier Client Director (or equivalent)</p> <p>Supplier National Account Manager (or equivalent)</p> <p>Supplier Sales Director (or equivalent)</p> <p>Any other senior Supplier personnel as determined by the Supplier</p> <p>Legal Representation (if required)</p>
<b>Start date for Quarterly Contract Review Meetings</b>	<p>Fourth month following the Supply Commencement Date (to review the first Quarter following the Supply Commencement Date).</p> <p>At the Authority's request, a Quarterly Contract Review Meeting shall also take place during the Implementation Period.</p>
<b>Frequency of Quarterly Contract Review Meetings</b>	Quarterly
<b>Location of Quarterly Contract Review Meetings</b>	Virtually via Microsoft Teams or, if essential, in person

#### **Commodity Appraisal Panel**

<b>Authority Members of the Commodity Appraisal Panel</b>	<p>Chairperson – Authority's Head of Catering or delegated other</p> <p>Authority's Commercial Manager</p> <p>Authority's Regional Catering Manager or Catering Manager</p> <p>Authority's Operational Contract Manager</p> <p>Authority's Catering Representative</p> <p>Authority's Prison Catering Manager and Prison staff which can include Chaplain, Prison Governor</p> <p>Prisoner representatives</p>
<b>Supplier Members of the Commodity Appraisal Panel</b>	<p>Supplier's Client Director (or equivalent)</p> <p>Supplier's National Account Manager (or equivalent)</p> <p>Supplier's Procurement Manager (or equivalent)</p> <p>Supplier's Technical Manager (or equivalent)</p>
<b>Start Date for the Commodity Appraisal Panel Meetings</b>	<p>Fourth month following the Supply Commencement Date</p> <p>At the Authority's request, a CAP Meeting shall also take place during the Implementation Period.</p>
<b>Frequency of the Commodity Appraisal Panel Meetings</b>	Quarterly

<b>Location of the Commodity Appraisal Panel Meetings</b>	In person at location to be agreed by all parties, usually a prison
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**Annual Contract Review Meeting**

<b>Authority Members of the Annual Contract Review Meeting</b>	Authority's Operational Contract Manager Authority's Head of Catering Authority's Commercial Manager
<b>Supplier Members of the Annual Contract Review Meeting</b>	Supplier's Client Director (or equivalent) Supplier's National Account Manager (or equivalent) Any other persons considered by the Authority necessary for the review
<b>Start Date for the Annual Contract Review Meeting</b>	12 months following the Effective Date.
<b>Frequency of the Annual Contract Review Meeting</b>	Annually
<b>Location of the Annual Contract Review Meeting</b>	Virtually via Microsoft Teams or, if essential, in person

## **ANNEX 2: COMMODITY APPRAISAL PANEL PROCESS**

### **1. PRODUCTS RANGE DETERMINED FOR REVIEW**

The Products chosen for review by the Authority will be primarily new Products and those Products that are representative of the high spend/ high volume lines and/or those that are of high risk and sensitivity.

### **2. CRITERIA COMPLIANCE TEST**

Prior to the commencement of the organoleptic test (phase 3), the Supplier shall supply a copy of the Supplier Product Specification in relation to each Product being tested and the NOMS Catering Services management team will assess the relevant Products against compliance with the Quality Standards, Technical Specification, and other relevant criteria.

### **3. ORGANOLEPTIC TEST UNDERTAKEN**

The relevant Products shall be subject to an organoleptic test carried out by the Commodity Appraisal Panel members. "Organoleptic" refers to any sensory properties of a Product, involving visual appearance, taste and texture, smell and feel. Organoleptic testing involves inspection through visual examination, smelling, feeling and tasting of Products. Products may be dismissed at this stage if found to be unsuitable or not fit for purpose by the assessors.

### **4. REPORTING**

Once the CAP assessors have completed the organoleptic test, the Product's scores will then be appraised by the Commodity Appraisal Panel and passed onto NOMS Catering Services management team (the Regional Catering Manager, Commercial and Contract Management Directorate (CCMD), Directorate of Operational Contracted Delivery) who will decide if the relevant Products reach the required standard for inclusion on the Catalogue. A summary will be produced of performance of the Products tested, to allow acceptable Products to progress through the process quickly. A full report of the Commodity Appraisal Panel Meeting will then be produced that gives full test results, an explanation of the compliance test at phase 2 and discussion of customer comments dealing with food quality in the reporting period.

### **5. COMMERCIAL ARRANGEMENTS**

All commercial arrangements relating to a given Product will be agreed only when the Commodity Appraisal Panel has agreed that such Product is suitable for inclusion in the Catalogue.