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**CONTRACT**

**FOR**

**LEARNING & SKILLS (L&S) SERVICES (PRISONERS)**

**FOR THE**

**SCOTTISH PRISON SERVICE (SPS)**

**CONTRACT REFERENCE: 01313**

**Official**

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**FORM OF AGREEMENT**

**CONTRACT NO. 01313**

This Contract is entered in to between:

**The Scottish Ministers, referred to in the Scotland Act 1998, represented by the Scottish Prison Service** at the following address:

Calton House,

5 Redheughs Rigg,

EDINBURGH,

EH12 9HW

(hereinafter called “Purchaser” or the “SPS”) OF THE FIRST PART

And

**Fife College** *(Scottish Charity Number: SC021203)*

whose registered office is:

Pittsburgh Road

DUNFERMLINE

Fife

KY11 8DY

(hereinafter called the “Service Provider”) OF THE SECOND PART

The Purchaser hereby appoints the Service Provider and the Service Provider hereby agrees to provide for the Purchaser, the Services (as hereinafter defined) on the Terms and Conditions set out in this Contract. The Purchaser agrees to pay to the Service Provider the relevant sums specified in Schedule C and due in terms of the Contract, in consideration of the due and proper performance by the Service Provider of its obligations under the Contract. The Service Provider agrees to look only to the Purchaser for the due performance of the Contract and the Purchaser will be entitled to enforce this Contract on behalf of the Scottish Ministers.

The Contract shall consist of this Form of Agreement and the following documents attached hereto which shall be deemed to form and to be read and to be construed as part of the Contract. In the event of conflicts between the documents forming the Contract, the documents shall take precedence in the order listed:

|  |  |
| --- | --- |
| **(i)** | **Form of Agreement** |
| **(ii)** | **Schedule A comprising Part 1 Conditions of the Contract; and** **Part 2, Data Processing Agreement**  |
| **(iii)** | **Schedule B comprising Part 1, Specification of Services; and**  **Part 2, Performance Management****Appendix 1 List of Prisons****Appendix 2 Vision of the SPS****Appendix 3 Establishment Profiles****Appendix 4 Outcome Measures** |
| **(iv)** | **Schedule C Price Document** |
| **(v)** | **Schedule D Service Provider’s Proposal (Final Tender) dated 1 March 2016 comprising Part 1 and Part 2** |

In the event of any ambiguity, discrepancy or conflict within the Contract that remains after the documents have been taken in order of the above precedence, then such ambiguity, discrepancy or conflict shall be referred to the Purchaser for resolution.

The Contract shall constitute the entire agreement between the parties as to the Services to be provided in accordance with the Contract and shall supersede and take the place of all documents, minutes of meetings, letters or notes, which may be in existence at the date hereof and all statements, representations and warranties which may have been made by or on behalf of the parties hereto. The Service Provider recognises and agrees that notwithstanding the foregoing nothing in this Contract shall be construed as affecting any liability in law upon the Service Provider for any misrepresentation made to the Purchaser, which may have induced the Purchaser to award and enter into this Contract.

The contractual representative acting for the Scottish Ministers on all matters in relation to the Contract shall be the **Purchaser’s Contract Manager** who shall be the Service Provider’s principal point of contact on matters pertaining to the Contract. This Contract may only be amended by a clear statement in writing signed by a duly authorised representative of each of the parties hereto.

This Contract shall commence on the Commencement Date for a period of five years (60 months) unless terminated earlier in accordance with the provisions of Clause 34 of Schedule A (Conditions of Contract) or extended by an Extension Period(s) in accordance with Clause 3.2.

**IN WITNESS** WHEREOF these presents typewritten on this and the preceding page together with Schedules A to D annexed hereto (including the Parts thereof within each Schedule) are executed as follows:

|  |
| --- |
| **At ………………………………….** |
| **On ……………... of …………………….. 2017** |
| **SIGNED** for and on behalf of **The Scottish Ministers** |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |

|  |
| --- |
| **At ………………………………….** |
| **On ………………. of ………………………. 2017** |
| **SIGNED** for and on behalf of **Fife College**  |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |

**This is Schedule A of Contract 01313 between Fife College**

**and the Scottish Ministers**

**Part 1 of Schedule A: Conditions of Contract**

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| --- | --- |
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| 6 | Service Provider’s Personnel |
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| 44 | Governing Law |
| 45 | Compliance with the Law |

1. DEFINITIONS

In these Conditions of Contract unless the context otherwise requires the following terms shall have the meanings given to them below:

* **“Audit Period”** is 5 years;
* **“Baseline Personnel Security Standard”** means the pre-employment controls issued by HM Government for all civil servants, members of the Armed Forces, temporary staff, and government contractors generally;
* **“Commencement Date”** means 1st August 2017;
* **“Contract”** means the Contract between the Purchaser and the Service Provider consisting of these terms and conditions and Schedules B to D and any other documents (or parts thereof) specified as forming part of the Contract;
* **“Contract Term”** means 5 years or such later date to which the Contract is extended in accordance with Clause 3.2;
* **“Control”** has the meaning given in section 450 of the Corporation Tax Act 2010;
* **“Crown”** means the government of the United Kingdom (including the Northern Ireland Executive, the Scottish Ministers and the Welsh Assembly Government), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
* **“Default”** means:

(a) any breach of the obligations of the Service Provider under this Contract (including, but not limited to, any material breach of this Contract or breach of a material term of this Contract and to any breach of any undertaking or warranty given under or in terms of this Contract);

(b) any failure to perform, or the negligent performance of, any obligation under this Contract;

(c) any breach of any legislation relating to this Contract;

(d) any negligence or negligent or fraudulent mis-statement relating to this Contract; or

(e) a material failure or a series of consistent or persistent failures to meet the Service Levels detailed in the Contract.

* **“Disclosure Level”** is Enhanced for staff permitted unescorted access within prisons. Those entering prisons regularly *(on an escorted basis)* will require Disclosure Scotland at Basic level.
* **“Disclosure Scotland”** means the body through which persons employed by the Service Provider including sub-contractors are vetted and shall be deemed to include any successor to such body or any other person, firm, governmental department, body, agency, institution, authority or corporate body from time to time having jurisdiction in relation to security matters at the Establishments;
* **“Dispute Resolution Period”** is 14 days;
* **“Excusable Failure”** means an incidence of failure on the part of the Service Provider to perform any element or part of the Services in accordance with the Contract where the failure is, in the sole and reasonable opinion of the Purchaser wholly or mainly attributable to some event or series of related events which are outside of the reasonable control of the Service Provider and/or are wholly exceptional or catastrophic which would affect all providers of services similar to the Services in the geographical area in which the failure arose. The limit of time of the effect of such failure is at the sole and reasonable discretion of the Purchaser;
* **“E-portfolio”** means the electronic system to be provided and rolled out within Establishments by the Service Provider which enables the Service Provider to record all relevant information about the Learner and their progression or achievements (level of engagement with learning activities, qualifications, certifications, or badges achieved, etc), and to produce relevant outcome and management information reporting. For the avoidance of doubt, whilst the e-portfolio system may ultimately develop to reach a position where the system mirrors the information captured and held within a Personal Development Plan (PDP) or which is currently required to be input by the Service Provider into the Prisoner Records System (PR2), the Service Provider retains an obligation to undertake both the PDP and PR2 activities;
* **“Equipment”** means the IT or other equipment supplied by the Service Provider to facilitate the Services listed in the Specification of Services or Schedule C, Pricing and which is to be maintained, repaired or replaced as required by the Service Provider;
* **“Establishment”** means the Purchaser’s prison Establishments listed in Appendix 1 of Schedule B of this Contract where the Services may be provided and performed as specified in the Contract;
* “**Exit Management**” means the obligations and rights of the Parties to ensure a smooth transition of the Contract from the Service Provider to the Purchaser or any Replacement Service Provider as set out in Clause 42 (Exit Management) and Schedule B, section 5.
* “**Exit Plan**” means the exit management plan developed by the Service Provider and approved by the Purchaser in accordance with Clause 42 (Exit Management).
* “**Exit Management Date**” means each of the following:

(a) the date of a Termination Notice; and

(b) if no Termination Notice has been served in relation to this Contract except for any Partial Termination, the expiry of the later of the Initial Term and any extension of the Contract agreed in writing.

* **“Expiry Date”** means a date five (5) years after the Commencement Date or such later date to which the Contract is extended in accordance with Clause 3.2 or on completion of the Services as agreed with the Purchaser representative or PM;
* **“Extension Period”** is up to twenty-four (24) months commencing on the Expiry Date;
* “**FOISA**” means the Freedom of Information (Scotland) Act 2002;
* **“Governor”** means the Governor of the Establishment;
* **“HQ Learning and Skills Team”** means the Purchaser staff (the Head of Learning & Skills and a Learning & Skills Policy Manager) based at SPS headquarters who have oversight responsibility of the Learning & Skills Strategy and will liaise with the Service Provider in relation to the review and sign-off of the ALPs, oversight of management information and outcome reporting, and other matters pertaining to the strategic and operational delivery of the Services;
* **“Improvement Notice”** means any notice served by the Purchaser in the circumstances specified in Schedule A, Clause 33.1;
* **“Incoming Employees**” means individuals whose employment transfers to the Service Provider on the commencement of the provision of the Services by operation of TUPE
* **“Intellectual Property Rights”** means patents, inventions, trade-marks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off;
* **“Learner”** means individuals / prisoners held in custody or on remand in Establishments who have been Screened or self-registered an interest with the Service Provider's Staff in pursuing some form of learning & skills activity whilst in custody;
* **“Lock Indemnity Amount”** is £10,000;
* “**Outgoing Employees**” means individuals whose employment transfers from the Service Provider on the ceasing of the provision of the Services by the Service Provider by operation of TUPE.
* **“Personal Development Plan” or “PDP”** is a person centred plan *(developed by the Service Provider in conjunction with the prisoner)* which builds upon the Screening activity to articulate the short, medium and longer terms goals and the consequent learning & skills pathway for the individual. The nature of the PDP (brief or detailed) is partly determined by sentence length. Each PDP is subject to periodic review and update by the Service Provider to reflect progression and any revised goals;
* The **“Price”** or **“Prices”** is the Price or the Prices for the provision of Services specified in Schedule C to this Contract or as varied in accordance with this Contract;
* The **“Public Liability Amount”** is £10,000,000;
* **“Purchaser”** means the Scottish Ministers acting through the Scottish Prison Service;
* **“Purchaser’s Contract Manager”** means the person or persons appointed by the Purchaser to perform a contract management or monitoring role and to regularly liaise with the Service Provider in terms of ensuring compliance with the various requirements of the Contract. For avoidance of doubt, there will be a number of Purchaser staff engaged in contract management roles interalia: the Head of Learning & Skills *(oversight of the overall Learning & Skills arrangements against the SPS Learning & Skills Strategy and* review and sign-off of the ALPs*);* a Learning & Skills Policy Manager (engagement with the Service Provider in terms of oversight of the Contract, ALP reviews, contract management information and outcome reporting); a Contract Manager from Operations Directorate (liaison with prisons and the Service Provider); and a representative from Procurement Policy & Services (commercial and contractual issues);
* **“Purchaser Failure”** means an incidence of failure on the part of the Purchaser to discharge a specific duty or responsibility which is within its control and which is clearly and unequivocally a Purchaser duty or responsibility which has a consequent impact on the ability of the Service Provider to fully perform some or all its contractual obligations. An example of Purchaser Failure would include temporary closure of the prison learning centre due to the Purchaser being unable to provide security staff coverage;
* “**Relevant Transfer**” has the meaning given in regulation 2(1) of TUPE;
* “**Request for Information**” means a request for information within the meaning of section 8 of FOISA or the Environmental Information Regulations and any attempted or apparent such request;
* **“Screening”** means the process whereby the Service Provider engages with prisoners (on an individual or collective basis) to employ the tools (determined and/or agreed by the SPS) to gather specific information regarding the Literacy, Numeracy and Employability / Skills level for the individual, and to re-assess progression. Screening shall also include Learning Difficulty and/or Disability (LDD) either using the Service Provider’s professional judgement and relevant tools held by the Service Provider, or any LDD tool prescribed by the Purchaser as part of a pilot or following a pilot.
* **“Services”** means the services as specified in Schedule B to this Contract to be provided by the Service Provider to the Purchaser;
* **“Service Credits”** means the service credits as specified in Part 2 of Schedule B to this Contract;
* **“Service Levels”** means the service levels as specified in Part 2 of Schedule B to this Contract;
* **“Service Provider”** means Fife College, Pittsburgh Road, DUNFERMLINE, Fife, KY11 8DY who are registered as a Scottish Charity Number: SC021203;
* **“Service Provider Failure”** means an incidence of failure which is wholly or mainly attributable to failure on the part of the Service Provider to perform any element or part of the services in accordance with the relevant Performance Measures and which is not an Purchaser Failure or an Excusable Failure;
* **“Specification of Services”** or **“Specification”** means the document included as Schedule B (including the Parts thereof) to this Contract;
* **“Staff”** means all persons employed or engaged by the Service Provider to perform its obligations under the Contract including the Service Provider’s own personnel, sub-contractors, any agency or temporary staff, servants, agents, and suppliers used in the direct performance of its obligations under the Contract;
* **“Termination Notice Period**” is 30 days;
* “**TUPE**” means the Transfer of Undertakings (Protection of Employment) Regulations 2006; and
* **“Working Day”** means a day other than a Saturday, Sunday or bank holiday in Scotland, within the meaning of the Banking and Financial Dealings Act 1971.
1. INTERPRETATION

2.1 In this Contract unless otherwise provided:

(a) words in the singular include the plural, the masculine includes the feminine and the neuter and vice versa;

(b) references to any Act, statute, enactment, order, regulation, statutory instrument or other similar instrument shall be construed as references to the Act, statute, enactment, order, regulation, statutory instrument or other instrument as amended from time to time;

(c) references to Clauses shall be construed as references to clauses in these Conditions of Contract;

(d) references to any person shall include natural persons and partnerships, firms and incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assignees or transferees; and

(e) headings are included in this Contract for ease of reference only and shall not affect the interpretation or construction of this Contract.

1. PERIOD OF CONTRACT

3.1 The Contract will commence on the Commencement Date and will continue for the Contract Term unless extended or terminated in accordance with this Contract. Notwithstanding the Commencement Date, the Service Provider shall produce an Implementation Plan which addresses the period from the date of award of the Contract up to the Commencement Date and the period (not less than 3 months) following this date.

The Implementation Plan shall outline the various mobilisation and other start-up activities that the Service Provider shall undertake and manage (including engaging with the incumbent service provider regarding any Transfer of Undertaking provisions, ordering and installing the IT equipment, establishing the systems for performance and outcome reporting, etc) which is consistent with the Service Provider making ready and undertaking a managed mobilisation against a specific implementation plan to enable Services to start from the Commencement Date. The Implementation Plan will also identify any associated actions that the Purchaser may need to undertake to supportive or enable the implementation.

3.2 This Contract may be extended at the sole discretion of the Purchaser in any number of periods up to the term of Extension Period, provided a notice of extension has been served on the Service Provider no later than one month prior to the Expiry Date. The provisions of the Contract will apply throughout any such period of extension subject to any variation of Price pursuant to this Contract.

1. THE SERVICES

4.1 The Service Provider shall supply the Services to the Purchaser in accordance with the Contract on time and to the satisfaction of the Purchaser.

4.2 The Service Provider shall perform the Services in accordance with the Contract with the reasonable skill, care and diligence of a properly qualified and competent Service Provider experienced in executing such Services on projects of a similar size, scope, time scale and complexity as this Contract and in a workmanlike manner and to the satisfaction in all respects of the Purchaser.

5. MANNER OF CARRYING OUT THE SERVICES

5.1 The Service Provider shall make no delivery of Equipment or other things nor commence any work in the Establishments without obtaining the Purchaser's prior consent which shall not be unreasonably withheld.

5.2 Access to the Establishments shall not be exclusive to the Service Provider but only such as shall enable it to carry out the Services concurrently with the execution of work by others. The Service Provider shall co-operate with such others as the Purchaser may reasonably require by notice.

5.3 All Equipment or materials brought into the Establishments shall be at the risk of the Service Provider and the Purchaser shall have no liability for loss of or damage to any Equipment or materials unless the Service Provider is able to demonstrate that such loss or damage was caused by the negligence of the Purchaser.

5.4 On completion of the Services the Service Provider shall remove its Equipment and unused materials and shall clear away from the Establishments all rubbish arising out of the Services and leave the Establishment in a neat and tidy condition.

5.5 The Service Provider shall obtain the Purchaser’s prior approval before introducing new methods or systems in providing the Services.

6 SERVICE PROVIDER'S PERSONNEL

6.1 The Service Provider and its Staff shall comply with the rules, regulations, policies, procedures and requirements in force at the Establishment including those rules of which the Service Provider has been notified, or should have known through signage or other publically displayed notices in the Establishments, or through general practices and standards applicable to all parties working within prison Establishments.

6.2 The Service Provider warrants and represents that all Staff assigned to the performance of the Services shall possess and exercise such qualifications, skill and experience as are necessary for the proper performance of the Services.

6.3 The Purchaser may require the Service Provider to produce such documentary or other evidence as may be required to establish that management, supervisory and other Staff used by the Service Provider are qualified and fully competent to perform duties under the Contract.

6.4 The Service Provider shall ensure that it has a suitable number of Staff or personnel available to it with valid Disclosure Scotland certification at the Disclosure Level indicated in this Contract at any given time to ensure continuity of Services and to enable the Service Provider to perform its obligations under the Contract. If and when instructed to do so by the Purchaser, the Service Provider shall give to the Purchaser a list of names of all persons who are or may be at any time concerned with the performance of the Service Provider’s obligations under the Contract, specifying the capacities in which they are so concerned, and giving such other particulars and evidence of identity and other supporting evidence as the Purchaser may reasonably require.

6.5 The Service Provider shall be responsible for paying its Staff and, where appropriate, for the deduction and payment of National Insurance contributions and PAYE Income Tax applicable to its Staff.

7 SECURITY

7.1 The Purchaser is responsible for security and maintaining good order within the Establishment(s) in general including the locations where the Service Provider Staff perform the Services. This includes early response to any incident which, in the Purchaser’s opinion, may result in risk to the Service Provider, its Staff or Equipment. The security provisions and risk mitigation for parties working within prisons include the provisions indicated in this clause 7.

7.1.1 The Service Provider shall adhere to the security requirements included in this Contract. Prison security requirements reflect that **a range of items are prohibited within prisons**, that it is a criminal offence to introduce or to attempt to introduce such items to a prison *(or to remove them from a prison),* **and that any such items in your possession or in a vehicle seeking entry in to the secure perimeter of prison Establishments should be declared to a member of the SPS security staff.**

7.1.2 The Service Provider **acknowledges that prohibited items include: Personal communication devices** (PCDs) including PDAs, Laptops, tablets, mobile phones (including any part of a mobile phone such as a charger), and any other device that allows connection to the Internet or phone networks; **Memory devices** (such as USB devices or mobile phone SIM card); **Offensive weapons** such as knives and blades, firearms or explosives, or any item which is sharply pointed; **Smoking materials** such as tobacco, cigarettes, e-cigarettes, lighters and matches; **Drugs** including prescribed medication; **Cameras** and devices capable of video or audio recording; **E-Book Readers**; and **Alcohol.**

7.1.3 **Vehicle on-board cameras** should also be declared and either disabled, or where these cannot be disabled, covered up so that images are not captured within the secure perimeter of a prison. Satellite navigation devices are not in themselves prohibited but may contain a removable memory card which is an article that should be declared.

7.2 The Purchaser recognises that certain activities may legitimately require controlled use of items (such as a laptop or computer) or tools which are reflected in Clause 7.1.1 to undertake performance of the Contract. Controlled use may be authorised by the Purchaser on a case by case basis with the Service Provider then responsible for the security and controlled use of the items whilst in prison Establishments.

7.3 The Service Provider shall ensure that all persons or personnel engaged by it to provide services under this Contract at the Establishments are in possession of a current, valid Disclosure Scotland certificate at the Disclosure Level indicated in this Contract and/or are subject to checks equivalent to the Baseline Personnel Security Standard (BPSS) (as enacted in Scotland). The Service Provider shall be responsible for obtaining Disclosure Scotland certificates, and providing sufficient information to enable any BPSS checks to be completed. The Service Provider will ensure that such Disclosure certification or BPSS verification is undertaken in advance of any individual person requiring access to the Establishments.

7.4 The Service Provider will ensure that any event which may affect the validity of any Disclosure certification held by the persons or personnel providing services under this Contract is reported to the Purchaser immediately the Service Provider becomes aware of such an event. The Service Provider shall ensure that the person does not provide Services under the Contract until the Purchaser has provided approval.

7.5 The Purchaser may issue security passes for members of the Service Provider’s Staff or representatives whose names are provided by the Service Provider for the purposes of admission to the Establishments. Individuals shall not be admitted to the Establishments unless the said security pass or a valid form of identification (e.g. photo card driving licence, passport or similar) is produced *(where requested)* by the member of the Service Provider’s Staff or representative to security or other staff employed by the Purchaser. Security passes (where issued) shall remain the property of the Purchaser and shall be surrendered on demand or following termination or expiry of the Contract.

7.6 If the Purchaser gives the Service Provider notice that any person is not to be admitted or is to be removed from the Establishments or is not to become involved in or is to be removed from involvement in the Service, the Service Provider shall take all reasonable steps to comply with such notice. The Service Provider shall, if required by the Purchaser, replace any person removed under this Clause with another suitably qualified person and procure that any security pass issued to the person is surrendered. The giving of such notice by the Purchaser to the Service Provider as aforesaid shall not entitle the Service Provider to suspend, terminate or withhold the performance of any of its obligations in full.

7.7 The decision of the Purchaser as to whether any person is to be admitted to or is to be removed from the Establishments or is not to become involved in or is to be removed from involvement in the performance of the Contract and as to whether the Service Provider has furnished the information or taken the steps required of him by this Clause shall be final and conclusive.

7.8 The Purchaser reserves the right to audit the processes of the Service Provider in achieving the Baseline Personnel Security Standard either remotely or via a site visit to the Service Provider’s premises. The Service Provider will be provided with one week’s notice of any such audit.

7.9 The Service Provider shall bear the cost of obtaining any certificates or other security approvals and for any notice, instruction or decision of the Purchaser under this Clause.

8 CONFLICTS OF INTEREST

8.1 The Service Provider shall take appropriate steps to ensure that neither the Service Provider nor any Staff is placed in a position where, in the opinion of the Purchaser, there is or may be an actual or potential conflict between the pecuniary or personal interests of the Service Provider and the duties owed to the Purchaser under the provisions of the Contract. The Service Provider will immediately disclose in writing to the Purchaser full particulars of any such conflict of interest which may arise or has arisen.

8.2 The Purchaser reserves the right to terminate the Contract immediately by notice in writing and/or to take such other steps it deems necessary where, in the opinion of the Purchaser, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Service Provider and the duties owed to the Purchaser under this Contract. The actions of the Purchaser pursuant to this Clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Purchaser.

9 CHANGE OF CONTROL

9.1 The Service Provider must notify the Purchaser:

 9.1.1 whenever it proposes to undergo a change of Control, or a change of control is likely to occur; and

 9.1.2 immediately following a change of Control that has occurred.

10 QUALITY MANAGEMENT SYSTEM

10.1 The Service Provider shall operate a quality management system for providing the Services where this is required by the Specification of Services or later by the Purchaser to support, monitor, enhance efficiency and improve delivery of these Services.

10.1.1 The quality management system shall comply with the requirements in the Contract including, but not limited to, the Service Provider:

* Monitoring the quality of the Services and standards of delivery by Staff against the applicable standards or operating procedures;
* Monitoring the level and types of prisoner or Purchaser complaints regarding the Services and proposing any necessary remedial activity;
* Developing a plan (in consultation with the Purchaser) to address the report findings from HM Inspectorate of Prisons for Scotland (HMIPS) or other competent inspection bodies in respect recommendations pertaining to the Services or the performance of the Services; and
* Identifying and maintaining defined Contract and Performance Measurement roles and responsibilities (including points of contact) to support monitoring, quality and any agreed or required Service improvement actions.

10.1.2 The Service improvement planning will reflect the principle of the parties identifying and developing specific processes or practices which positively affect and improve the Services, efficiency or the Learning & Skills opportunities within the Services. This may include but not be limited to:

* Systems and IT driven efficiency such as developing the capability or capacity for e-enabled learning for vocational skills or accreditations; or
* Working collaboratively to promote and develop prisoner uptake, attendance and use of the available Learning & Skills facilities; and
* Processes to ensure standards and levels of Service are maintained and enhanced over the term of the Contract.

10.1.3 Adherence to the quality management system and completion of specific actions identified by the Service Provider in any Service improvement plans will be managed within the contract compliance -and performance monitoring processes for the Contract. Any failure to comply with the quality management system or to undertake agreed actions (excepting any failure demonstrably attributable to either a Purchaser Failure, or an Excusable Failure) will be considered a potential Default.

10.2 The Purchaser will carry out spot checks and full assessment visits periodically for the purposes of monitoring the Service Provider's adherence to the quality management system and the Service Provider’s compliance with the relevant standards, policies and regulations pertaining to the Services and the performance of the Contract.

10.2.1 Notice of full assessment visits will be given at least one Working Day before the visit. Spot checks may take place at any time. During such assessment visits or spot checks all documentation reasonably required by the Purchaser shall be made available to it. The Purchaser will provide a written report to the Service Provider following such assessment visits or spot checks. The report will comment on standards, adherence to the quality management system and will note any improvements required. The Service Provider shall be obliged to implement such improvements within such period as shall be specified in the report.

11 RETURN OF DOCUMENTS

11.1 The Service Provider shall return all documentation and information, and shall ensure that all electronic copies of the information are removed from all computer systems, which it holds in relation to the Contract, whenever requested to do so by the Purchaser.

12 INSTRUCTIONS

12.1 The Purchaser may instruct the Service Provider on any aspect of the Services to be provided to the Purchaser including altering or adding items to the Specification of Services.

13 CHANGE TO CONTRACT REQUIREMENTS

13.1 The Purchaser may from time to time by written notice to the Service Provider order any variation or addition to any part of the Services.

13.2 The Service Provider shall, in so far as it is able, accommodate instructions to vary the Services without changes to the Prices. In the event that the change cannot be managed within the existing Prices then the Service Provider may request an amendment to the Prices and the Service Provider shall provide to the Purchaser a clear statement with satisfactory evidence explaining why the Prices should be amended.

13.3 The Purchaser shall notify the Service Provider of its decision to accept or reject the Prices amendment request as soon as it is reasonably practical. Whenever possible the Service Provider shall carry out the change request with immediate effect with no changes to the Prices, irrespective of the fact that the Purchaser has not made a decision.

13.4 In the event that the Purchaser accepts the Prices amendment the Contract will be amended accordingly and the Service Provider shall carry out the variation and be bound by the same provisions so far as is applicable as though such variation was stated in the Contract.

13.5 In the event that the Purchaser rejects the Prices amendment, then the change request shall be disregarded and the parties shall continue to perform their obligations under the Contract without the variation.

14 SERVICE LEVELS AND SERVICE CREDITS

14.1 The Service Provider shall meet the Service Levels specified in this Contract when performing the Services.

14.2 In the event that the specified Service Levels are not met (excepting any failure caused by the actions of the Purchaser *(a Purchaser Failure)* the Service Provider shall credit and accrue the appropriate value of Service Credits specified in Part 2 of Schedule B which the Purchaser can then elect to draw upon.

14.3 In addition to the Service Credits specified above, the Purchaser shall be entitled to require the Service Provider to take all necessary action to ensure that the Contract is performed in such a way that the minimum Service Levels are achieved within 30 days from the date the Purchaser becomes aware of the Service Level failure(s).

14.4 In addition to payment of any Service Credits specified in Part 2 of Schedule B, the Service Provider shall take all necessary action to ensure that the Contract and specific Services are performed in such a way that the required Service Levels are achieved, and:

* If so required by the Purchaser, within a timescale as defined by the Purchaser, remedy such failure (in so far as possible) or ensure full performance of any part of the Services, which does not conform to the Contract at no additional charge to the Purchaser; and
* Re-deploy or arrange all such additional resources or Staff backfill as necessary to enable the Service Provider to ensure consistent performance of the Services in accordance with the Contract as soon as practicable after the failure at no additional charge to the Purchaser.

14.4 If the Service Provider does not achieve the Service Levels and the Service Credits do not adequately compensate the Purchaser for any costs, expenses or losses suffered as a result, then the Purchaser may obtain such other remedies as may be available to it at law, including recovering from the Service Provider the whole amount of the costs, expenses and losses which the Purchaser has suffered in connection with the failure.

14.5 The Service Provider shall provide the Purchaser with a monthly report on Service Levels within 5 days after the end of each calendar month. The Service Provider shall detail its performance against each Service Level and shall include the accumulated Service Credits the Purchaser shall be entitled to receive.

14.6 The Purchaser shall review the Service Provider Service Credit calculations and shall notify the Service Provider of any variance between Purchaser records and the incidents of Service failure reported for that monthly period by the Service Provider.

If, following receipt of the Service Provider's monthly report, the Purchaser does not agree that a Service Level has been achieved, then the Service Provider shall provide the Purchaser with evidence of performance within 5 days after the Purchaser's notification. If satisfactory evidence is not provided (and the Purchaser’s decision in this regard is final) the appropriate number of Service Credits will be applied.

14.7 The Purchaser may within 5 Working Days of receipt of the monthly report dispute the reported data or the category to which a failure has been allocated by the Service Provider. Where the Purchaser disputes the reported data or the categorisation of specific failures allocated by the Service Provider, the Service Provider shall provide the Purchaser with reasonable evidence to verify the data or support the grounds for such allocation. This shall be provided within 5 Working Days of receipt of a notice from the Purchaser. If having received such evidence and having considered it in good faith the Purchaser does not accept the data or failure allocation then his decision shall be final, and the appropriate adjustment to the Service Credits will be made.

14.8 The Purchaser shall also undertake periodic reviews and reports of Services provided under the Contract. Where such reviews or reports disclose failure(s) to perform the Services in accordance with the Contract which have not been reported in the relevant monthly period by the Service Provider and which give rise to an entitlement to a Service Credit the Purchaser may claim such Service Credits retrospectively.

15 SERVICE PROVIDER'S STATUS

15.1 In carrying out the Services the Service Provider shall be an independent service provider and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Purchaser and the Service Provider and accordingly neither party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other party save as expressly permitted by the terms of the Contract and the Service Provider shall not (and shall procure that its Staff do not) say or do anything that might lead any other person to believe that the Service Provider is acting as the agent of the Purchaser.

16 HEALTH AND SAFETY

16.1 The Service Provider shall adhere to health and safety and fire safety legislation including any Prison specific rules of which the Service Provider has been notified, or should have known through signage or other publically displayed notices in the Establishment, or through general practices and standards applicable to all parties working within prison Establishments.

16.2 The Service Provider must immediately inform the Purchaser in the event of any incident occurring in the performance of its obligations under the Contract on the Purchaser’s Establishments where that incident causes any personal injury or damage to property which could give rise to personal injury. The Service Provider must then promptly notify the Purchaser of that fact.

16.3 The Purchaser undertakes to notify the Service Provider of any health and safety hazards or fire safety which may exist or arise at the Purchaser’s Establishments and which may affect the Service Provider in the performance of its obligations under the Contract.

16.4 The Service Provider must promptly make available its statutory health and safety policy statement to the Purchaser on request.

17 WARRANTY AND REPRESENTATIONS

17.1 The Service Provider warrants and represents that:

(a) the Service Provider has the full capacity and authority and all necessary consents (including but not limited to, where its procedures so require, the consent of its parent company) to enter into and perform the Contract and that the Contract is executed by a duly authorised representative of the Service Provider;

(b) in entering the Contract it has not committed any offence under the Bribery Act 2010 or of fraud or uttering at common law or any other kind referred to in the Public Contracts (Scotland) Regulations 2015;

(c) it has not committed any breach of the Employment Relations 1999 Act (Blacklists) Regulations 2010 or section 137 of the Trade Union and Labour Relations (Consolidation) Act 1992, or committed any breach of the Data Protection Act 1998 by unlawfully processing personal data in connection with any blacklisting activities;

(d) as at the Commencement Date, all information contained in the ESPD and bidder’s tender remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Purchaser prior to execution of the Contract;

(e) no claim is being asserted and no litigation, alternative dispute resolution procedure or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;

(f) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;

(g) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Service Provider or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Service Provider’s assets or revenue;

(h) it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;

(i) in the 3 years prior to the Commencement Date:

* it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
* it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established;

(j) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract;

(k) it has made appropriate inquiries (for example as regards the Purchaser’s premises) so as to be satisfied in relation to all matters connected with the performance of its obligations under the Contract;

(l) it is familiar with the Purchaser’s policies concerning Disclosure Scotland, Baseline Personnel Security Standard clearance and health and safety and fire as they apply at the Commencement Date;

(m) it has in place appropriate technical and organisational measures to safeguard any Purchaser Protected Information provided by the Purchaser; and

(n) there are no actual or potential conflicts between the interests of the Service Provider and the duties owed to the Purchaser under the Contract, save as may have been specifically disclosed in writing to the Purchaser prior to execution of the Contract.

18 DISCRIMINATION

18.1 The Service Provider shall not unlawfully discriminate either directly or indirectly on grounds of the nine protected characteristics *(age; disability; gender reassignment; marriage and civil partnership; pregnancy and maternity; race; religion or belief; sex; and sexual orientation)* and prohibited conducts indicated in the Equality Act 2010, and without prejudice to the generality of the foregoing the Service Provider shall not unlawfully discriminate within the meaning and scope of any equivalent law, enactment, order or regulation in its activities relating to the Contract or any other contract with the Purchaser.

19 PRICE

19.1 The Price for the Services shall be as specified in Schedule C to this Contract including the variation of Price provisions.

19.2 Where requested by the Purchaser and prior to the Expiry Date, the Service Provider shall provide the Purchaser with a Prices variation proposal for an extension period to the Contract. The Service Provider’s proposal shall be in accordance with the conditions included in Schedule C. The Service Provider and the Purchaser shall enter into good faith negotiations with a view to reaching mutual agreement relating to the Prices for the period of any extension.

19.3 If the parties reach a mutual agreement and the Contract is to be extended the Purchaser shall issue the Service Provider with a contract amendment and the revised Prices will take effect from the first day of any period of extension and shall apply during that period.

19.4 If the parties are unable to agree a variation in the Prices for an Extension Period, the Contract shall terminate at the Expiry Date.

20 PAYMENT AND TAX ARRANGEMENTS

20.1 The Purchaser will pay the Service Provider the Prices for the provision of Services supplied in accordance with the Contract subject to the satisfactory provision of the Services and in accordance with the Service Levels.

20.2 Unless otherwise stated in the Contract, payment will be made within 30 days of receipt and agreement of invoices, submitted monthly in arrears, for Services completed to the satisfaction of the Purchaser.

20.3 Value Added Tax, where applicable, shall be shown separately on all invoices as a strictly net extra charge.

20.4 Where the Service Provider is liable to be taxed in the UK in respect of consideration received under this Contract, it shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.

20.5 Where the Service Provider is liable to National Insurance Contributions (NICs) in respect of consideration received under this Contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.

20.6 The Purchaser may, at any time during the term of this Contract, request the Service Provider to provide information which demonstrates how the Service Provider complies with sub-clauses 20.4 and 20.5 above or why those clauses do not apply to it.

20.7 A request under sub-clause 20.6 above may specify the information which the Service Provider must provide and the period within which that information must be provided.

20.8 The Purchaser may supply any information which it receives under clause 20.4 to 20.6 to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.

20.9 The Service Provider shall take all reasonable steps to ensure the observance of the provisions of Clause 20.4 to 20.6 by all of their servants, employees, agents, consultants and sub-contractors.

20.10 Where the Service Provider enters into any sub-contract with any of its servants, employees, agents, consultants and/or sub-contractors, the Service Provider must ensure that a provision is included which is in the same terms as this clause 20.4 to 20.6 subject only to modification to refer to the correct designation of the equivalent party as the Service Provider.

21 RECOVERY OF SUMS DUE

21.1 Wherever under this Contract any sum of money is recoverable from or payable by the Service Provider, that sum may be deducted from any sum then due, or which at any later time may become due, to the Service Provider under this Contract or under any other agreement or contract with the Purchaser.

22 AUDIT

22.1 The Service Provider shall keep and maintain full and accurate records of the Contract including all financial transactions made in connection with the Contract and records of the Service Credits incurred while the Contract remains in force, and for a minimum of the Audit Period after it has expired or been terminated.

22.1.1 The Service Provider shall declare all Price components including profit, overheads, the cost of Staff, materials, and Equipment with all and any relevant books of account, correspondence, agreements, receipts, records and statistics relating to the Service and Service Provider performance, and other relevant documents available for inspection.

22.1.2 The Service Provider shall, on request, cooperate with and provide the Purchaser or its representatives, Audit Scotland, HM Inspectorate of Prisons for Scotland (HMIPS) and such other persons, regulatory or audit organisations as the Purchaser may reasonably specify from time to time, access to these records or provide such support or information regarding the Services as such parties may reasonably require to enable them to complete their audit / inspection.

22.2 The Purchaser reserves the right to audit the Service Provider processes and compliance with the background and Disclosure Level verification checks of Staff and representatives of the Service Provider detailed in Clause 6 and 7. The Purchaser will endeavor to provide one week’s notice of any such audit.

22.3 The Service Provider will allow the Purchaser immediate access to any premises and facilities where Personal Data or Confidential Information is held, located or processed to verify the data handling and security provisions and to review, assure or audit the arrangement(s) for the management and control to establish compliance with the Service Provider’s obligations under this Contract.

23 OFFENCES

23.1 The Service Provider shall not, and shall procure that its Staff shall not, offer or give or agree to give any person any gift or consideration of any kind as an inducement or reward in relation to this or any other contract and warrants that it has not given or agreed to give any person any such gift or consideration.

23.2 The Service Provider must not commit or attempt to commit any offence in its activities relating to the Contract or any other contract with the Purchaser:

(a) under the Bribery Act 2010 (or equivalent Act); or

(b) of fraud, uttering or embezzlement at common law; or

(c) of any other kind referred to in regulations 58(1) of the Public Contracts (Scotland) Regulations 2015.

23.3 Breach of this Clause 23 is a material breach for the purposes of Clause 34.1.3, Termination.

24 SEVERABILITY

24.1 If any provision of the Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Contract shall continue in full force and effect.

25 WAIVER

25.1 The failure of either Party to insist upon strict performance of any provision of this Contract, or the failure of either Party to exercise, or any delay in exercising, any right of remedy to which it is entitled shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by this Contract.

25.2 Accordingly, no waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing in accordance with Clause 37 (Notices).

25.3 A waiver of any Improvement Notice or Default is not a waiver of any subsequent Improvement Notice or Default.

26.4 A waiver of any right or remedy arising from a breach of this Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of this Contract.

26 PATENTS, INFORMATION AND COPYRIGHT

26.1 All Intellectual Property Rights in any guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material:

(a) furnished to or made available to the Service Provider by or on behalf of the Purchaser shall remain the property of the Crown;

(b) prepared by or for the Service Provider for use, or intended use, in relation to the performance of the Contract shall belong to the Crown and the Service Provider shall not, and shall procure that its Staff shall not, (except when necessary for the implementation of the Contract) without prior approval, use or disclose any such Intellectual Property Rights.

26.2 The Service Provider shall obtain approval before using any material, in relation to the performance of the Contract which is or may be subject to any third party Intellectual Property Rights. The Service Provider shall procure that the owner of the rights grants to the Purchaser a licence, or if itself a licensee of those rights, shall grant to the Purchaser an authorised sub-licence, to use, reproduce, and maintain the material. Such licence or sub-licence shall be non-exclusive, perpetual, royalty-free and irrevocable and shall include the right for the Purchaser to sub-license, transfer, novate or assign to other members of the Crown, any replacement Service Provider or to any other third party providing services to the Purchaser, and shall be granted at no cost to the Purchaser.

26.3 The Service Provider shall not infringe any Intellectual Property Rights of any third party and the Service Provider shall indemnify and keep indemnified the Purchaser against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Purchaser may suffer or incur as a result of or in connection with any breach of this Clause, except where any such claim relates to: (a) items or materials based upon designs supplied by the Purchaser; and (b) the use of data supplied by the Purchaser which is not required to be verified by the Service Provider under any provision of the Contract.

26.4 The Purchaser shall notify the Service Provider in writing of any claim or demand brought against the Purchaser for infringement or alleged infringement of any Intellectual Property Right in materials supplied or licensed by the Service Provider.

26.5 The Service Provider shall at its own expense conduct all negotiations and any litigation arising in connection with any claim for breach of Intellectual Property Rights in materials supplied or licensed by the Service Provider, provided always that the Service Provider:

(a) shall consult the Purchaser on all substantive issues which arise during the conduct of such litigation and negotiations;

(b) shall take due and proper account of the interests of the Purchaser; and

(c) shall not settle or compromise any claim without the Purchaser’s prior written consent (not to be unreasonably withheld or delayed).

26.6 The Purchaser shall at the request of the Service Provider afford to the Service Provider all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the Purchaser or the Service Provider for infringement or alleged infringement of any Intellectual Property Right in connection with the performance of the Contract and shall indemnify the Purchaser for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so.

26.7 The Purchaser and/or Service Provider shall not make any admissions which may be prejudicial to the defence or settlement of any claim, demand or action for infringement or alleged infringement of any Intellectual Property Right by the Purchaser or the Service Provider in connection with the performance of the Contract.

26.8 If a claim, demand or action for infringement or alleged infringement of any Intellectual Property Right is made in connection with the Contract or in the reasonable opinion of the Service Provider is likely to be made, the Service Provider may at its own expense and subject to the consent of the Purchaser (not to be unreasonably withheld or delayed) either:

(a) modify any or all of its performance under this Contract without reducing the performance or functionality of the same, or substitute alternative performance under this Contract of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the terms herein shall apply with any necessary changes to such modified Contract or to the substitute performance under this Contract; or

(b) procure a licence to use and provide the Services, which are the subject of the alleged infringement, on terms which are acceptable to the Purchaser whose interests may be affected.

26.9 At the termination of the Contract the Service Provider shall at the request of the Purchaser immediately return to the Purchaser all materials, work or records held, including any back-up media.

26.10 The provisions of this Clause shall apply during the continuance of the Contract and indefinitely after its expiry or termination.

27 INDEMNITY AND INSURANCE

27.1 Without prejudice to any other rights or remedies of the Purchaser, the Service Provider shall indemnify the Purchaser against all actions, suits, claims, demands, losses, charges, costs and expenses which the Purchaser may suffer or incur as a result of or in connection with any loss or damage which may result directly or indirectly from any negligent or wrongful act or omission of the Service Provider in carrying out the Services for the Purchaser under this Contract.

The Service Provider shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Purchaser, by the Purchaser’s breach of its obligations in respect of security and good order (Clause 7.1), or by breach by the Purchaser of its obligations under the Contract.

Notwithstanding the above, and for the avoidance of doubt, the Service Provider remains responsible for its Equipment and the risk therein in terms of damage. In the event that the Service Provider’s Equipment were damaged due to a failure of the Purchaser to maintain security and good order, the Purchaser would expect the Service Provider to raise this with SPS by way of a claim citing clause 27.1. In such circumstances, the Purchaser’s maximum liability for loss or damage shall be limited to the depreciated value of the affected Equipment.

27.2 The Service Provider shall have in force and shall require any subcontractor to have in force:

(a) Employer’s liability insurance in accordance with any legal requirements for the time being in force; and

(b) Public liability insurance against liability in the sum of not less than the Public Liability Amount for any one incident and unlimited in total, unless otherwise agreed by the Purchaser in writing; and

(c) Lock indemnity shall reflect indemnity for the actual costs that the Purchaser incurs up to a maximum of the Lock Indemnity Amount for each and every occurrence where the Purchaser requires to replace or repair any affected lock(s), suite of locks and keys and to re-issue replacement keys to relevant personnel or Staff for any part of the Establishments which the Purchaser, in its sole discretion, considers requires to be replaced for security reasons in consequence of either:

### A “key compromise” namely where a member of the Service Provider Staff given key(s) to any Establishment: (i) parts with possession of such key(s) for any period of time, (ii) removes the key(s) from the Establishment without authorisation, or (iii) does or fails to do anything which allows or permits, or may allow or permit, a copy of any such key to be made; or

* Locks are broken or otherwise rendered useless by any negligent act or error on the part of any Service Provider Staff; or
* Any member of Staff fails in any respect to comply with any provision of any standing orders or rules notified by the Purchaser or controller of the Establishment which apply to the management, use, and control of keys and locks in secure Establishments and prisons; and
* The Purchaser acknowledges that, whilst this lock indemnity may be insured, the Service Provider may indemnify the Purchaser against the costs and claims under this Clause 27.2(d) from its own funds.

27.3 If requested, the Service Provider shall provide the Purchaser with evidence that all required insurance policies are in place and are current.

27.4 If the Service Provider fails to give effect to and maintain the insurances required by this Contract the Purchaser may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Service Provider.

27.5 The terms of any insurance or the amount of cover shall not relieve the Service Provider of any liabilities under the Contract.

27.6 Where the Service Provider comprises more than one person, the obligations and liabilities of the Service Provider under this Contract shall be the joint and several obligations of those persons.

28 CONFIDENTIALITY & FOISA

28.1 The Service Provider shall comply with, and shall ensure that its Staff comply with, the Official Secrets Acts 1911 to 1989.

28.2 The Service Provider is responsible for the acts and omissions of all Service Provider Staff and representatives relating to the Contract as though such acts and omissions are the Service Provider’s own.

 The Service Provider shall keep secret and not disclose and shall procure that its Staff keep secret and do not disclose any information of a confidential nature obtained by reason of this Contract except information which is in the public domain otherwise than by reason of a breach of this provision.

**Freedom of Information (Scotland) Act 2002 (FOISA)**

28.3 The Service Provider acknowledges that the Purchaser is subject to the requirements of the Freedom of Information (Scotland) Act 2002 (FOISA) and shall facilitate the Purchaser’s compliance with the information disclosure requirements pursuant to the same.The Purchaser may disclose information in compliance with that Act or those Regulations, any other law, or as a consequence of judicial order, or order by any court or tribunal with the authority to order disclosure. Further the Purchaser may also disclose all information received to the Scottish or United Kingdom Parliament or any other department, office or agency of Her Majesty’s Government in Scotland, in right of the Scottish Administration or the United Kingdom, and their servants or agents. Such disclosures shall not be treated as a breach of this Contract.

28.4 If the Service Provider receives a Request for Information the Service Provider must promptly respond to the applicant. Where the Request for Information appears to be directed to information held by the Purchaser, the Service Provider must promptly inform the applicant in writing that the Request for Information can be directed to the Purchaser.

28.5 Where the Purchaser receives a Request for Information concerning the Contract, the Purchaser is responsible for determining at its absolute discretion whether information requested is to be disclosed to the applicant or whether the information requested is exempt from disclosure in accordance with FOISA or the Environmental Information Regulations.

28.6 The Service Provider acknowledges that the Purchaser may, acting in accordance with the Purchaser’s Code of Practice on the Discharge of Functions of Public Authorities issued under section 60 of FOISA (as may be issued and revised from time to time), be obliged under FOISA or the Environmental Information Regulations to disclose information requested concerning the Service Provider or the Contract:

(a) in certain circumstances without consulting the Service Provider, or

(b) following consultation with the Service Provider and having taken its views into account.

28.7 Where clause 28.6.(a) applies the Purchaser must take reasonable steps, where practicable, to give the Service Provider advance notice of the fact of disclosure or, failing that, draw the fact of disclosure to the attention of the Service Provider after such disclosure.

28.8 The provisions of this Clause shall apply during the continuance of the Contract and indefinitely after its expiry or termination.

29 PUBLICITY

29.1 The Service Provider shall not make any statement relating to the Contract or publicise the terms of the Contract in any way without the prior written consent of the Purchaser’s Corporate Affairs team. Such consent shall not be unreasonably withheld for material or publicity which serves to positively demonstrate the Services, the work with those in custody, and the outcomes being achieved.

29.2 The provisions of this Clause shall apply during the continuance of the Contract and indefinitely after its expiry or termination.

30 DATA PROTECTION ACT

30.1 The Service Provider’s attention is hereby drawn to the Data Protection Act 1998 (“the Act”) and the specific obligations indicated in Part 2 of this Schedule A.

30.2 The Service Provider undertakes to comply in all respects with the provisions of the Act and any equivalent or associated legislation in relation to all personal data collected and/or processed by the Service Provider in the provision of the Services and shall not do anything or permit anything to be done which might lead to a breach of that Act or the equivalent or associated legislation.

30.3 Without prejudice to the foregoing, the Service Provider undertakes:-

(a) to use all personal data referred to above strictly for the purposes of providing the Services in accordance with the terms of this Contract and shall not use such personal data for any other purpose whatsoever;

(b) to have in place appropriate technical and organisational measures to ensure the security of the personal data (and to guard against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data);

(c) not to delete, destroy or remove any of the data without the prior written consent of the Purchaser;

(d) provide the Purchaser with such information as is reasonably required to ensure that the Service Provider is complying with its obligations under the Act;

(e) ensure that it does nothing knowingly or negligently which places the Purchaser in breach of their obligations under the Act.

30.4 The provisions of this Clause shall apply during the continuance of the Contract and indefinitely after its expiry or termination.

30.5 The Service Provider acknowledges and accepts that, in the event that the United Kingdom and/or Scotland adopt the new General Data Protection Regulations (GDPR) provisions from 2018 to replace the Data Protection Act, the Service Provider shall take and enact reasonable steps to ensure compliance with the GDPR including any general and specific duties to protect and maintain the confidentiality of Purchaser Protected Information, Personal Data or Sensitive Personal Data as currently defined under the Data Protection Act 1998. The obligation to comply with the GDPR (as enacted) shall also apply and be bound into Part 2 of Schedule A, Data Processing Agreement.

31 INDUSTRIAL ACTION

31.1 The Service Provider shall immediately inform the Purchaser of any actual or potential industrial action whether such action be by their own Staff or others which affects or might affect its ability at any time to perform its obligations under this Contract.

31.2 In the event of industrial action the Service Provider shall remain responsible for all of its obligations under this Contract.

31.3 In the event that the Service Provider fails to meet any or all of its obligations under this Contract due to industrial action, then the Purchaser shall deduct from the Prices any additional costs it incurs in having to provide or ensure the continuity of the provision of Services.

32 REMEDIES CUMULATIVE

32.1 Except as otherwise expressly provided by the Contract, all remedies available to the Purchaser for breach of this Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

33 IMPROVEMENT AND DEFAULT NOTICES

33.1 If the Service Provider fails to provide the Services or any part of the Services in accordance with the Contract or fails to comply with any other obligation under the Contract (including the Service Provider’s achievement of readiness in accordance with the Implementation Programme), the Purchaser may serve an Improvement Notice on the Service Provider, specifying the failure and requiring it to:

* Immediately undertake remedial measures to the satisfaction of the Purchaser within 14 calendar days or such other period as may be specified by the Purchaser; or
* To submit a time-bound action plan to inform the Purchaser of the measures which will be taken by the Service Provider and the management supervision arrangements to address the issue(s) indicated in the Improvement Notice, correct any failure and to prevent or avoid its recurrence. The parties shall monitor progress against the action plan in terms of addressing the issue indicated in the Improvement Notice.

33.2 If the Service Provider fails to comply with the requirements of an Improvement Notice or is otherwise in Default of any obligation under the Contract or Implementation Programme, the Purchaser may serve a Default Notice on the Service Provider stating that the Service Provider is in Default of its obligations under the Contract or Implementation Programme. The Default Notice shall specify the Default and require it to be remedied to the satisfaction of the Purchaser within 14 calendar days or such other period as may be specified by the Purchaser. Notwithstanding this provision the Purchaser may, in exceptional circumstances, where effective security, care, prisoner or public safety are potentially at risk, serve a Default Notice requiring immediate corrective action by the Service Provider to address specific issue(s) of concern.

Where the required remedy has not been completed within the time period stipulated by the Purchaser, the Purchaser may undertake the Service itself, or engage a third party to do so and recover the full costs of such action from the Service Provider, and/or issue a termination notice in accordance with the provisions of this Contract.

33.3 Clause 33.1 shall not prevent the Purchaser serving a Default Notice under Clause 33.2 without first serving an Improvement Notice in any circumstances where the Service Provider is in Default of any obligation under the Contract.

34 TERMINATION RIGHTS

34.1 The Purchaser may terminate the Contract by notice to the Service Provider with immediate effect if the Service Provider commits a Default and:

34.1.1 the Service Provider has not remedied the Default to the satisfaction of the Purchaser within 14 Working Days, or such other period as may be specified by the Purchaser, after issue of a notice specifying the Default and requesting it to be remedied;

34.1.2 the Default is not in the opinion of the Purchaser, capable of remedy; or

34.1.3 the Default is a material breach of the Contract.

34.2 The Purchaser may terminate the Contract in the event that:

(a) the Contract has been subject to substantial modification which would have required a new procurement procedure in accordance with regulation 72(9) (modification of contracts during their term) of The Public Contracts (Scotland) Regulations 2015;

(b) the Service Provider has, at the time of contract award, been in one of the situations referred to in regulation 58(1) (exclusion grounds) of The Public Contracts (Scotland) Regulations 2015, including as a result of the Application of regulation 58(2) of those regulations, and should therefore have been excluded from the procurement procedure; or

(c ) the Contract should not have been awarded to the Service Provider in view of a serious infringement of the obligations under the Treaties and the Directive 2014/24/EU that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the Treaty on the Functioning of the European Union.

 In this Condition, ‘the Treaties’ has the meaning given in the European Communities Act 1972.

34.3 The Purchaser may also terminate the Contract in the event of a failure by the Service Provider to comply in the performance of the Services with legal obligations in the fields of environmental, social or employment law.

**Termination on Insolvency or Change of Control**

34.4 The Service Provider shall notify in writing immediately, and the Purchaser may terminate the Contract with immediate effect by notice, where in respect of the Service Provider:

34.4.1 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignation for the benefit of, its creditors;

34.4.2 a shareholders’ meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation);

34.4.3 a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors’ meeting is convened pursuant to section 98 of the Insolvency Act 1986;

34.4.4 a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets;

34.4.5 an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given;

34.4.6 it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986;

34.4.7 being a “small company” within the meaning of section 382 of the Companies Act 2006, a moratorium comes into force pursuant to schedule A1 to the Insolvency Act 1986;

34.4.8 a debt relief order is entered into; or

34.4.9 any event similar to those listed above occurs under the law of any other jurisdiction.

34.5 The Purchaser may terminate the Contract by notice with immediate effect within 6 months of:

34.5.1 being notified that a change of Control has occurred in accordance with clause 9 (Change of Control); or

34.5.3 where no such notification has been given, the date that the Purchaser becomes aware of the change of control.

34.6 But the Purchaser may not terminate the Contract under Clause 34.5 where approval of the Change of Control has been granted by notice by the Purchaser (and following submission of evidence by the Service Provider and satisfactory completion of any due diligence checks required to satisfy the Purchaser that the provisions of the Regulations and Treaties indicated in Clause 34.2 (a) to (c) have been satisfied by the party intending to, or who has, assumed Control).

34.7 Where the Purchaser terminates the Contract in accordance with this Clause 34 (except Clause 34.8), the Purchaser may recover from the Service Provider the amount of any loss suffered by the Purchaser resulting from termination, including the administrative, management, tendering process and operational costs reasonably incurred by the Purchaser in making other (temporary or substantive) arrangements for the provision of the Services.

34.8 Without prejudice to the Purchaser’s other rights of termination under this Contract, the Purchaser may also terminate the Contract at any time by giving a minimum of the Termination Notice Period.

34.9 Termination in accordance with this Clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either the Service Provider or the Purchaser.

35 ASSIGNATION AND SUB‑CONTRACTING

35.1 The Service Provider shall not assign or sub-contract or otherwise transfer by any means whatsoever any rights or other interest or obligations which it may have in or under the Contract without the prior written consent of the Purchaser.

35.2 No assignation, sub-contracting or other disposal or transfer of any right or interest or obligation which it may have in or under the Contract by the Service Provider shall have the effect of relieving it of the responsibility to perform any duty, function, liability, obligation or responsibility owed to the Purchaser in terms of the Contract, notwithstanding that the Purchaser has agreed to such assignation, sub-contracting or other disposal or transfer. The Service Provider shall remain at all times bound to fully implement the terms of the Contract and shall be liable for the acts and omissions of its assignees and sub-contractors as if they were acts and omissions of the Service Provider.

35.3 The Service Provider shall provide the Purchaser with a copy of any deed or agreement formally recording any assignation, sub-contracting or other disposal or transfer of any right or interest or obligation which it may have in or under the Contract if requested to do so in writing.

35.4 Where the Service Provider enters into any sub-contract in respect of the performance of the Services, it shall cause a term to be included in such sub-contract which requires payment to be made to the sub-contractor by the Service Provider of all sums due by the Service Provider in terms of such sub-contract within a specified period not exceeding 30 days from receipt by the Service Provider of a valid invoice in respect thereof from the sub-contractor.

36 TRANSFER OF UNDERTAKINGS

36.1 The Parties agree that the commencement of the provision of the Services by the Service Provider may constitute a Relevant Transfer in respect of the Incoming Employees.

36.2 The Service Provider is responsible for all emoluments and outgoings in respect of the Incoming Employees (including, without limitation, all wages, bonuses, commission, premiums, subscriptions, pay as you earn and national insurance contributions and pension contributions) which are attributable in whole or in part to the period from the date of the Relevant Transfer, including bonuses or commission which are payable on or before the date of the Relevant Transfer but attributable in whole or in part to the period from the date of the Relevant Transfer.

36.3 The Service Provider indemnifies the transferor against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and any other liabilities which the transferor may incur in respect of the emoluments and outgoings referred to in clause 36.2.

**Information about Service Provider Employees**

36.4 The Purchaser may by notice require the Service Provider to disclose such information as the Purchaser may require relating to those of the Service Provider’s employees and Staff carrying out activities under or connected with the Contract.

36.4.1 The Service Provider shall fully and accurately disclose to the Purchaser, prospective service provider or to any person nominated by the Purchaser information relating to employees engaged in providing the Services in relation to the Contract in particular, but not necessarily restricted to, the following:

(a) the total number of personnel whose employment with the Service Provider is liable to be terminated at the expiry of this Contract but for any operation of law; and

(b) for each person, age and gender, details of their salary, date of commencement of continuous employment and pay settlements covering that person which relate to future dates but which have already been agreed and their redundancy entitlements (the names of individual members of Staff do not have to be given); and

(c) information about the other terms and conditions on which the affected Staff are employed, or about where that information can be found; and

(d) details of pensions entitlements, if any.

36.5 The Service Provider must disclose by notice all such information as is required by the Purchaser under this clause 36, within such reasonable period specified by the Purchaser. The Service Provider acknowledges that the Data Protection Act 1998 does not prevent the disclosure of anonymised data that is not personal data within the meaning of that Act.

36.7 The Service Provider consents to the disclosure by the Purchaser of all information provided by the Service Provider under Clause 36.4 to other service providers that the Purchaser may invite to tender, by the Purchaser itself, or those appointed by the Purchaser for services to be provided in substitution for the Services. The Service Provider will co-operate with the re-tendering of the contract or transfer or Outgoing Employees by allowing the transferee to communicate with and meet the affected employees and/or their representatives.

**Staff transfer on expiry or termination**

36.8 The Parties agree that the ceasing of the provision of the Services by the Service Provider may constitute a Relevant Transfer in respect of the Outgoing Employees.

36.9 The Service Provider indemnifies the Purchaser and any replacement service provider against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Purchaser or any replacement service provider may suffer as a result of or in connection with:

36.9.1 the provision of information pursuant to clause 36.4 to 36.7;

36.9.2 any claim or demand by any Outgoing Employee (whether in contract, delict, under statute or otherwise) arising directly or indirectly from any act, fault or omission of the Service Provider in respect of any Outgoing Employee on or before the date of the Relevant Transfer;

36.9.3 any failure by the Service Provider to comply with its obligations under regulations 13 or 14 of TUPE or any award of compensation under regulation 15 of TUPE save where such failure arises from the failure of the Purchaser or any replacement service provider to comply with its obligations under regulation 13 of TUPE; and

36.9.4 any claim (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing any Outgoing Employees arising from or connected with any failure by the Purchaser to comply with any legal obligation to such trade union, body or person.

36.10 The Service Provider is responsible for all emoluments and outgoings in respect of the Outgoing Employees (including, without limitation, all wages, bonuses, commission, premiums, subscriptions, pay as you earn and national insurance contributions and pension contributions) which are attributable in whole or in part to the period up to and including the date of the Relevant Transfer (including bonuses or commission which are payable after the date of the Relevant Transfer but attributable in whole or in part to the period on or before the date of the Relevant Transfer).

36.11 The Service Provider indemnifies the Purchaser and any replacement service provider against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and any other liabilities which the Purchaser or replacement service provider may incur in respect of the emoluments and outgoings referred to in clause 36.10.

36.12 In the event that the information provided by the Service Provider in accordance with this Clause becomes inaccurate, whether due to changes to the employment and personnel details of the affected employees made subsequent to the original provision of such information or by reason of the Service Provider becoming aware that the information originally given was inaccurate, the Service Provider shall notify the Purchaser of the inaccuracies and provide the amended information. The Service Provider shall be liable for any increase in costs the Purchaser may incur as a result of the inaccurate or late production of data.

36.13 The provisions of this Clause shall apply during the continuance of the Contract and for a period of up to five years after its expiry or termination.

37 NOTICES

37.1 Except as otherwise expressly provided within the Contract, any notice given under or pursuant to the Contract must be in writing.

37.2 Any notice issued in terms of this Contract shall be sent by hand, post, recorded delivery or electronic communication (as defined by the Electronic Communications Act 2000). Such notices shall be addressed to the other party in the manner shown in this Contract or to such other address as the party may by notice to the other have substituted. Notice shall be deemed to be given on the day when in the ordinary course of the means of transmission it would have been received by the addressee in normal business hours.

38 DISPUTE RESOLUTION

38.1 Where there are any differences or questions between the Purchaser and Service Provider with respect to any matter or thing arising out of or relating to the Contract, other than a matter or thing as to which the decision of the Purchaser is under the Contract to be final and conclusive, the parties shall in good faith attempt to resolve any dispute between them arising out of or in connection with the Contract through discussion within a period of no more than the Dispute Resolution Period. The parties may choose to alter the time required.

38.2 Any dispute or difference arising out of or in connection with the Contract, including any question regarding its  existence, validity or termination which cannot be resolved in good faith, shall be determined by the appointment of a single arbitrator to be agreed between the parties, and failing agreement within 14 days after either party has given to the other a written request to concur in the appointment of an arbitrator, by an arbitrator to be appointed by the Scottish Arbitration Centre on the written application of either party.  The seat of the arbitration shall be in Scotland.  The language used in the arbitral proceedings shall be English.

38.3 Any arbitration under Clause 38.2 is subject to the Arbitration (Scotland) Act 2010.

38.4 The Service Provider shall ensure that it continues to meet all of its contractual obligations during any ongoing dispute.

39 INSPECTION OF PREMISES AND NATURE OF SERVICES

39.1 The Service Provider is deemed to have inspected the Establishments before tendering so as to have understood the nature of the requirements in relation to the Services and/or any associated Equipment to be supplied and satisfied himself in relation to all matters connected with the Establishments including means of communication and access. No claim by the Service Provider for additional payment will be allowed on the grounds of any misunderstanding or misinterpretation in respect of any such matter. Nor shall the Service Provider be released from any risks or obligations imposed on him or undertaken by him under the Contract on any such grounds; or on the grounds that he did not, or could not, foresee any matter which might affect, or have affected, the provision of the Services.

40 NON-EXCLUSIVITY

40.1 Nothing in this Contract shall be construed as creating an exclusive arrangement with the Service Provider for the provision of Services as specified in this Contract and the Purchaser specifically reserves the right to enter into any other agreement for the provision of those Services.

41 NON-SOLICITATION

41.1 The Service Provider shall not, without approval, either during the Contract or within one year of its expiry or termination howsoever arising either:

(a) solicit the employment of any of the staff of the Purchaser; or

(b) offer to engage or employ any member of the staff of the Purchaser with whom the Service Provider shall have had dealings in connection with this Contract.

41.2 No breach of Clause 41.1 shall be deemed to have occurred where an individual becomes an employee of the Service Provider as a result of a response by that individual to an advertisement placed by, or on behalf of, the Service Provider where it is apparent that the principle purpose of the advertisement was not the solicitation or recruitment of members of the Purchaser’s staff and the advertisement was equally likely to attract applications from individuals who were not members of the Purchaser’s staff.

42 EXIT MANAGEMENT

42.1 The Service Provider shall perform its relevant Exit Management obligations as part of the Contract whether applicable on either the expiry or early termination of this Contract.

42.2 The Service Provider agrees that if it breaches (or attempts or threatens to breach) its obligation to provide Exit Management, the Purchaser and their respective customers and stakeholders shall be irreparably harmed. In such circumstance, the Service Provider agrees that the Purchaser may proceed directly to court notwithstanding anything to the contrary in the dispute resolution procedure outlined in Clause 38 (Dispute Resolution). If a court of competent jurisdiction finds that the Service Provider has breached (or attempted or threatened to breach) any such obligation, the Service Provider agrees that without any additional findings of irreparable injury, or other conditions to interdict, the Service Provider shall not oppose the entry of an appropriate order compelling performance by the Service Provider and restraining the Service Provider from any further breaches or attempted or threatened breaches of its obligations in relation to Exit Management.

42.3 A draft of the Exit Plan shall be produced by the Service Provider and supplied to the Purchaser within three (3) months after the Commencement Date and shall include or address the matters specified in Clause 42.4. The Purchaser shall provide to the Service Provider the Purchaser’s comments on the plan within one (1) month of the Purchaser’s receipt of the plan. The Service Provider shall take into account the comments and suggestions of the Purchaser and shall issue the final version of the Exit Plan to the Purchaser within ten (10) Working Days of receipt of the Purchaser’s comments.

42.4 The Service Provider shall throughout the period of the Contract review, maintain and continuously update the Exit Plan which shall include:

42.4.1 the activities required to enable the Purchaser to re-tender the Purchaser Requirements and/or the provision of the Services;

42.4.2 the activities necessary to support any Replacement Service Provider or the Purchaser in carrying out any necessary due diligence relating to all or part of the Services;

42.4.3 details of the Exit Management to be provided by the Service Provider prior to the Exit Management Date;

42.4.4 support for the Replacement Service Provider or the Purchaser during their preparation of any relevant plan for the transition of the System to the Replacement Service Provider or Purchaser, including prior to and during such transition period;

42.4.5 the maintenance of a ‘business as usual’ environment for the Purchaser during the period when Exit Management obligations are applicable;

42.4.6 arrangements for the transfer of records including data relating to the performance and activity within the Services, any Personal Data and/or Sensitive Personal Data as defined within the Data Protection 1998, and any specific provisions of the Data Processing Agreement in Part 2 of this Schedule A; and

42.4.7 all other necessary activities to support the preparation for, and execution of, a smooth and orderly Exit Management and transfer of all or part of the Services to either a Replacement Service Provider or the Purchaser.

42.5 No amendment of the Exit Plan shall be made without prior written consent of the Purchaser.

43 BLACKLISTING

43.1 The Service Provider must not commit any breach of the Employment Relations Act 1999 (Blacklists) Regulations 2010 or section 137 of the Trade Union and Labour Relations (Consolidation) Act 1992, or commit any breach of the Data Protection Act 1998 by unlawfully processing personal data in connection with any blacklisting activities. Breach of this clause is a material default which shall entitle the Purchaser to terminate the Contract.

44 GOVERNING LAW

44.1 This Contract shall be governed by and construed in accordance with Scots law and the Service Provider hereby irrevocably submits to the jurisdiction of the Scottish courts. The submission to such jurisdiction shall not (and shall not be construed so as to) limit the right of the Purchaser to take proceedings against the Service Provider in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

45 COMPLIANCE WITH THE LAW

45.1 The Service Provider shall, in supplying the Services and all other obligations incumbent upon it in terms of this Contract, comply in all respects with, and shall ensure its Staff comply with, all relevant legislation (including statutory instruments, orders, rules and regulations) and all relevant byelaws, regulations, rules or orders made by any appropriate local or regulatory authority or body as may from time to time be applicable.

45.2 If the cost to the Service Provider of the performance of this Contract shall be increased by reason of the making after the date of this Contract of any relevant law or any relevant order, regulation or bye-law having the force of law that shall be applicable to this Contract the amount of such increase shall be borne by the Service Provider except where the relevant law, order, regulation or bye-law having the force of law is specific to the Purchaser and/or the provision of the Services in which case the terms of Clause 13 shall apply.

**This is Part 2 of Schedule A of Contract 01313 between Fife College and the Scottish Ministers**

**Data Processing Agreement**

**Data Processing Agreement to assist compliance with obligations imposed by Article 17 of the EU Data Protection Directive 95/46/EC and the seventh principle of the UK Data Protection Act 1998.**

THIS DATA PROCESSING AGREEMENT is made between:

**(1) The Scottish Ministers**, referred to in the Scotland Act 1998, represented by the Scottish Prison Service at Calton House, 5 Redheughs Rigg, Edinburgh EH12 9HW (the “Purchaser”); and

**(2)** Fife College, (incorporated in, or existing and established under the laws of the United Kingdom) whose registered office is at Pittsburgh Road, DUNFERMLINE, Fife, KY11 8DY (the “Service Provider”).

**BACKGROUND**

The parties acknowledge that the Learning & Skills Services indicated in the Contract require that the Service Provider engage with prisoners and, in doing so, that individual learning plans and other information pertaining to the prisoners engagement with the Services will be generated and held by the Service Provider to support tracking and monitoring of personal progression and reporting thereof. The Service Provider will also receive referrals to Learning from the Purchaser or directly from prisoners. Learning records (including the outcome of Screening activities) will be held on databases managed and controlled by the Service Provider. The Contract also requires that the Service Provider will update elements of the Prisoner Records System (PR2) with relevant information about prisoners.

The Purchaser and the Service Provider acknowledge that for the purposes of the DPA, the Purchaser is the Data Controller and the Service Provider is both a Data Processor and Data Controller in respect of any Personal Data or Sensitive Personal Data (as defined by the DPA) received from the Purchaser or which the Service Provider generates and may hold as a result of performing the Services.

The Service Provider undertakes to the Purchaser that it will fully comply with the provisions of the DPA and only processes personal data received in connection with the provision of the Services in order to fulfil its obligations under this Agreement (whether such personal data is received from the Purchaser, an employee of the Purchaser, prisoner, or any other person). Accordingly:

**(A)** The Purchaser wishes to engage the services of the Service Provider to process personal data on its behalf;

**(B)** Article 17(2) of the Data Protection Directive 95/46/EC and Schedule 1 Part II Section 11 of the Data Protection Act 1998 (both hereinafter defined) provide that, where Processing Personal Data is carried out by a processor on behalf of the Purchaser the controller must choose a processor providing sufficient guarantees in respect of the technical security measures and organisational measures governing the processing to be carried out, and must ensure compliance with those measures;

**(C)** Articles 17(3) and 17(4) of the Data Protection Directive require that where processing is carried out by a processor on behalf of a controller such processing shall be governed by a contract or legal act binding the processor to the controller stipulating, in particular, that the processor shall comply with the technical and organisational measures required under the appropriate national law to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access and against all other unlawful forms of processing;

**(D)** Under Paragraph 12 of Schedule 1 Part II of the Data Protection Act, Processing of Personal Data carried out by a Service Provider on behalf of a Purchaser is only regarded as complying with the seventh principle of the Data Protection Act if the processing is carried out under a contract which is made or evidenced in writing and under which the Service Provider is to act only on instructions from the Purchaser;

**(E)** In compliance with the above-mentioned provisions of Article 17 of the Data Protection Directive and the seventh principle of the Data Protection Act the Purchaser and Service Provider wish to enter into this Data Processing Agreement.

**THE PARTIES HEREBY MUTUALLY AGREE AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

In this Data Processing Agreement the following words and phrases shall have the following meanings, unless inconsistent with the context or as otherwise specified:

“**Data Protection Act**” shall mean the Data Protection Act 1998 c. 29 for the regulation of the processing of information relating to individuals, including the obtaining, holding, use or disclosure of such information.

“**Data Protection Directive**” shall mean Directive 95/46/EC of the European Parliament and Council of 24th October 1995 on the protection of individuals with regard to Processing Personal Data and on the free movement of such data;

**“Personal Data**” means any data relating to an identified or identifiable natural person ('data subject'); an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic cultural or social identity;

**“Sensitive Personal Data”** means Personal Data consisting of information as to the racial or ethnic origin of the data subject; his/her political opinions; his/her religious beliefs or other beliefs of a similar nature; whether he/she is a member of a trade union; his/her physical or mental health or condition; his/her sexual life; the commission or alleged commission by him/her of any offence; or any proceedings for any offence committed or alleged to have been committed by him/her, the disposal of such proceedings or the sentence of any court in such proceedings.

**“Processing Personal Data**” means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alternation, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction;

**“Sub-Contract” and “Sub-Contracting**” means the process by which either party arranges for a third party to carry out its obligations under this Data Processing Agreement and “Sub Contractor” shall mean the party to whom the obligations are subcontracted; and

**“Technical and Organisational Security Measures”** means measures to protect Personal Data against accidental or unlawful destruction or accidental loss, alternation, unauthorised disclosure or access and against all other unlawful forms of processing.

**2. CONSIDERATION**

2.1 In consideration of the Purchaser engaging the Service Provider to provide the Services, the Service Provider shall create and hold learning plans and records which contain Personal Data. The Service Provider shall comply with the security, confidentiality and other obligations imposed on it under this Data Processing Agreement and by the Data Protection Act.

**3. SECURITY OBLIGATIONS OF THE SERVICE PROVIDER**

3.1 The Service Provider shall only carry out those actions in respect of the Personal Data processed on behalf of the Purchaser as are required under the Contract and expressly authorised by the Purchaser.

3.2 The Service Provider shall take such Technical and Organisational Security Measures as are required under the laws of the United Kingdom to protect Personal Data processed by the Service Provider on behalf of the Purchaser against unlawful forms of processing. Such Technical and Organisational measures shall include, as a minimum standard of protection, compliance with the legal and practical security requirements set out in this Appendix 1 to Part 2 of Schedule A (Data Processing Agreement).

**4. CONFIDENTIALITY**

4.1 The Service Provider agrees that it shall maintain the Personal Data processed by the Service Provider on behalf of the Purchaser in confidence. In particular, the Service Provider agrees that, save with the prior written consent of the Purchaser, it shall not disclose any Personal Data supplied to the Service Provider by, for, or on behalf of, the Purchaser to any third party.

4.2 The Service Provider shall not make any use of any Personal Data supplied to it by the Purchaser otherwise than in connection with the provision of services to the Purchaser.

4.3 Nothing in this Data Processing Agreement shall prevent either party from complying with any legal obligation imposed by a regulator or court. Both parties shall however, where possible, discuss together the appropriate response to any request from a regulator or court for disclosure of information.

4.4 Notwithstanding the provisions of Clause 6.1 hereof, the provisions of this Clause 4 shall survive termination of this Data Processing Agreement by 5 years or such period as the parties may agree in writing.

**5. SUB-CONTRACTING**

5.1 The Service Provider shall not sub-contract any of its rights or obligations under this Agreement without the prior written consent of the Purchaser.

5.2 Where the Service Provider, with the consent of the Purchaser, Sub-Contracts its obligations under this Data Processing Agreement it shall do so only by way of a written agreement with the sub-contractor which imposes the same obligations in relation to Processing Personal Data and the security onto the sub-contractor as are imposed on the Service Provider under this Agreement.

5.3For the avoidance of doubt, where the sub-contractor fails to fulfil its obligations under any sub-processing agreement, the Service Provider shall remain fully liable to the Purchaser for the fulfilment of its obligations under this Data Processing Agreement.

**6. TERM AND TERMINATION**

6.1 This Data Processing Agreement shall continue in full force and effect for so long as the Service Provider is Processing Personal Data on behalf of the Purchaser.

6.2 Within 60 days following termination of this Data Processing Agreement the Service Provider shall, at the direction of the Purchaser, (a) comply with any other agreement made between the parties concerning the return or destruction of data, or (b) return all Personal Data passed to the Service Provider by the Purchaser for processing, or (c) on receipt of instructions from the Purchaser, destroy all such data unless prohibited from doing so by any applicable law. This shall include ensuring a managed transfer of all prisoner learning records, management information and outcome measurement data relating to the performance of the Services that is held by the Service Provider *(whether in paper or electronic format and in a format agreed with the Purchaser)* to the Purchaser, or to a party nominated by the Purchaser (i.e. an incoming service provider) for the purposes of continuing the Services.

**7. ARBITRATION**

7.1 All disputes, differences or questions between the parties to this Data Processing Agreement with respect to any matter or thing arising out of or relating to the Data Processing Agreement, other than a matter or thing as to which the decision of the Purchaser is under the Data Processing Agreement to be final and conclusive, shall be referred to a sole arbiter mutually chosen by the parties or, failing agreement (within 28 days of either party requesting the other to do so), nominated by the President of the Law Society of Scotland for the time being on the application of either party. The arbitration shall be seated in Scotland and the Arbitration (Scotland) Act 2010 shall apply.

**8. GOVERNING LAW**

8.1This Data Processing Agreement shall be governed by and construed in accordance with the laws of Scotland.

**IN WITNESS WHEREOF** this Data Processing Agreement has been signed on behalf of each of the parties by its duly authorised representative as follows:

**SIGNED for and on behalf of the Purchaser (The Scottish Ministers)**

(by)…………………………………………...........................................................................................................................

(position)………………………………………………………………………….................................................................................

(Print name and title)……………………………………….....................................……....................................................…

(Witness)……………………………………………………..………………………….........................................................................

(Witness’ full name and address)……………………………………………………………………………..................…...................

…………………………..........................….....................................................................................................................

Date…………………………………………………………………………………………………………………………………………………………..…

Place (town)………………………………………………………………………....................................................................…………

**SIGNED for and on behalf of the Service Provider (Fife College)**

(by)…………………………………………........................................................................................................................

(Position)…………………………………………………………………...………………………………………………………………………………

(Print name and title)………………………………………………………................................................................…………...

(Witness)…………………………………………………......................………………………………………………………………………………

(Witness’ full name and address)……………………………….............................……………………………………………….…….

…………………………………………………………………........................................................................................................

Date………………………………………………………………………………………………………………………………………………………………

Place (town) ………………………………………………………………………………………………………………………………………………….

**APPENDIX 1 TO PART 2 OF SCHEDULE A, DATA PROCESSING AGREEMENT**

**1. LEGAL REQUIREMENTS**

The Service Provider shall, in respect of Processing Personal Data on behalf of the Purchaser, identify and comply with any specific security provisions imposed by the laws of the United Kingdom.

**2. PRACTICAL SECURITY MEASURES**

**2.1 Information Security**

The Service Provider shall, as a minimum requirement, give due consideration to the following types of security measures when Processing Personal Data or Sensitive Personal Data on behalf of the Purchaser:

* Access to data and Personal Data shall be restricted to users who have the authority to see such data.
* In particular, Sensitive Personal Data (see section 2 of the Data Protection Act 1998) in any format must be accessed only by authorised individuals.
* Documents or e-mails containing Sensitive Personal Data must be protectively marked at least as **“OFFICIAL - SENSITIVE”** using the Government Security Classifications (GSC).
* Documents or removable electronic media containing Sensitive Personal Data or Personal Data must be stored in lockable, secure containers when not in use.
* The use of removable media to store Personal Data or Sensitive Personal Data should be discouraged but if it has to be used the storage media must be encrypted.
* When posting documents containing Sensitive Personal Data they should be double enveloped and carried either by trusted hand or courier.
* Emails marked “**OFFICIAL-SENSITIVE”** must only be sent to and from e-mail addresses containing \*.x.gsi.gov.uk, \*.gsi.gov.uk, \*.gsx.gov.uk, \*.gse.gov.uk, \*.gcsx.gov.uk, \*.police.uk, \*.pnn.police.uk, \*.pnn.gov.uk, \*.cjsm.net, \*.nhs.net or \*.scn.gov.uk.
* In general fax machines should not be used for sending protectively marked information.
* Data taken from Establishments must be kept secure at all times, must not be made available to individuals who are not authorised to see it and must only be used for the purposes specified within the Agreement.
* Once a paper document containing **“OFFICIAL - SENSITIVE”** information is no longer required, it must be destroyed in a paper shredder unless the Purchaser has specified otherwise.
* Electronic media must be securely disposed of when no longer required.
* Breaches of security, confidentiality and other violations of this Agreement must be reported immediately to the Purchaser.

**2.2 Protective Marking**

Both the Purchaser and the Service Provider will use the Government Security Classifications.

Sensitive documents including any containing sensitive personal data must be clearly marked with the appropriate protective marking (typically, “**OFFICIAL: SENSITIVE**”, although it is possible to add an additional descriptor such as “**OFFICIAL: SENSITIVE: PERSONAL” or “OFFICIAL: SENSITIVE: COMMERCIAL**”) – this is for information only. Each page must be marked at both the header and the footer using bolded capital letters. File covers must be similarly marked.

E-mails containing sensitive information such as sensitive personal data should have the appropriate protective marking in the subject box using capital letters and in the message text at the start or top of the e-mail using bolded capital letters.

Protectively marked information will be provided by the Purchaser on the understanding that the Service Provider will store, transfer and destroy the information in accordance with the information security requirements described below.

**2.3 Storage**

Protectively marked documentsmust be stored in a locked cabinet in a secure building.

**2.4 Mail**

Protectively marked documents that are being mailed internally or externally must be double enveloped. The inside envelope should have the name and address of the intended recipient and the protective marking. The outside envelope should have the name and address of the intended recipient and a return address in the event that the delivery cannot be made. The outer cover should not show the protective marking but should be marked **ADDRESSEE ONLY**. Sensitive Personal Data sent externally should be carried by trusted hand or sent using a courier.

**2.5 E-Mail**

Sensitive Personal Data may only be exchanged by e-mail if both the sender and the recipient’s e-mail addresses indicate that they are on e-mail networks that are accredited to carry emails at that level of sensitivity. Data marked **OFFICIAL-SENSITIVE** may only be sent from and to e-mail addresses containing:

* \*.x.gsi.gov.uk, \*.gsi.gov.uk, \*.gsx.gov.uk, \*.gse.gov.uk, \*.gcsx.gov.uk;
* \*.police.uk, \*.pnn.police.uk, \*.pnn.gov.uk; and
* \*.cjsm.net, \*.nhs.net, or \*.scn.gov.uk.

**2.6 Facsimile**

In general facsimile machines should not be used for sending protectively marked information and should only be used if absolutely necessary and if agreed with the Purchaser.

If it is considered essential to send protectively marked information by fax then the following procedures should be followed:

* Store the fax number of the recipient in the fax machine and then only use the number stored in the machine to send the fax;
* Ensure a trusted recipient is present at the receiving facsimile machine to accept the fax;
* Send the cover sheet first and wait for confirmation that it has arrived; and
* Send the remainder of the fax and wait for confirmation that it has been received.

**2.7 Telephone**

Sensitive Personal Data / information should not be discussed over a public telephone system, but if absolutely necessary should be done with extreme care.

**2.8 Outside of the Office**

Sensitive Personal data /information removed from the office must be carried securely, preferably in a briefcase, box or pouch. The information must remain in the possession of the individual at all times unless it can be stored in an approved security container.

Sensitive Personal Data / information must not be worked on anywhere where the contents might be overlooked or otherwise noticed and they must not be left unattended in any public place, such as a restaurant, hotel, taxi or public transport vehicle. They must not be entrusted to the custody of a member of the public or left locked in an unattended vehicle.

Anonymity is usually desirable but to guard against accidental loss it is advisable to attach a discreet label to the briefcase or other container, bearing wording to the effect that anyone finding it should telephone the appropriate contact or hand it in to the nearest police station.

**2.9 Retention and Destruction**

Once documents containing Personal Data or Sensitive Personal Data are no longer required they must be destroyed unless the Purchaser has specified a need to return the material or another form of processing. The act of destruction must be recorded and it must be achieved by shredding or otherwise disposing of information using a suitable confidential waste procedure. Electronic data that is no longer required must be deleted and electronic media must be disposed of securely.

**2.10 Physical Security**

Where information relating to this Data Processing Agreement is stored or kept:

* Fit appropriate locks or other physical controls to the doors and windows of rooms;
* Physically secure unattended lap tops (for example, by locking them in a secure drawer or cupboard);
* Ensure that all removable electronic media, such as removable hard-drives or CDs are controlled and secure;
* Destroy or remove all business-critical information from electronic media or the hard drives of computers before disposing of them; and
* Store back-ups of business-critical information either off-site or in a fire and water-proof container.

**2.11 Access Controls**

* Use unique passwords that are not obviousand change them regularly;
* Use passwords that contain letters in both upper and lower cases, numbers and special keys, and are six or more characters in length; and
* Ensure that employees don’t write down or share passwords.

**2.12 Security and Privacy Technologies**

* Ensure that all computers used have anti-virus software installed, and the virus definitions are updated at least once a week*.* All incoming and outgoing traffic must be scanned for viruses, as should any disk or CD that is used, even if it is from a ‘trusted’ source. At least once a month, computers must be scanned for viruses; and
* Where computers are connected to the Internet (especially if you use a broadband connection) deploy a software firewall.

**2.13 Awareness, training and security checks in relation to personnel**

* Perform integrity checks on all new employees in line with the Government’s Baseline Personnel Security Standard to ensure that they have provided the correct information about their background, experience or qualifications.
* Give all new employees a simple introduction to information security, and ensure that they read and understand your information security policy. Ensure employees know where to find details of the information security standards and procedures relevant to their role and responsibilities.
* Ensure that employees have access only to the information assets they need to do their jobs. If employees change jobs, ensure that they do not retain access to the assets they needed for their old job. When employees leave the organisation, ensure that they do not take with them any business-critical information.
* Ensure that no ex-employees have access rights to your systems.
* Ensure employees know about the common methods that can be used to compromise your system.

**2.14 Incident Response Management**

* Ensure that employees understand what is meant by a security incident. A security incident is any event that can damage or compromise the confidentiality, integrity or availability of sensitive information or any business-critical information or systems and where the loss or mistaken destruction of information could potentially prejudice individuals or the organisation.
* Ensure that employees are trained to recognise the signs of security incidents.
* Ensure that employees receive training on the need to notify anything which may be a sign of a security incident.
* Ensure that if a security incident occurs, employees know who to contact and how.
* Ensure that any breaches of security, confidentiality and other violations of this Agreement are reported **immediately** (within 24 hours of becoming known) to the Purchaser even if you are still gathering all of the facts, initial notification must occur as soon as possible.

**2.15 Business Continuity**

* Have in place a Business Recovery Plan to assure business continuity in the event of a serious security incident. The plan should specify:
	+ Designated people involved in the response;
	+ External contacts, including law enforcement, fire and possibly technical experts; and
	+ Contingency plans for foreseeable incidents.
* Ensure that your Business Recovery Plan is issued to all employees and is tested at least once a year, regardless of whether there has been a security incident.
* After every incident when the plan is used, and after every test, re-examine and update the Business Recovery Plan as necessary using the lessons learned.

**2.16 Audit Controls**

* Ensure that you have in place appropriate security audit arrangements including:
* Auditing of who has access to its system (in general and in relation to particular types of information);
* Logging of such access to the system; and
* Auditing of compliance with security procedures.
* Some audit controls may be necessary for legal or regulatory purposes. Good record keeping will clearly demonstrate compliance with obligations. Audits must ensure that the procedures in place are effective and relevant.

**2.17 Records Management**

* + Ensure that you have in place appropriate records management arrangements including:
	+ Structured filing system to enable records to be stored, retrieved and destroyed;
	+ Retention policy to ensure that records are kept only as long as necessary and are then destroyed securely; and
	+ Processes to ensure that records are kept accurate and up to date and are adequate, relevant and not excessive.

**End of Part 2 of Schedule A**

**This is Schedule B of Contract 01313 between Fife College and the Scottish Ministers**

**Part 1 of Schedule B: Specification of Services**

**Section 1: Introduction & Background**

1. **Introduction to the Scottish Prison Service**

The Scottish Prison Service (SPS) is an Agency of the Scottish Government Justice Department, and is responsible for the management of Her Majesty’s Prisons and Young Offenders Institutions (YOIs) in Scotland.

The following Specification of Services relates to the provision of Learning and Skills (L&S) services for these 13 directly managed public sector prisons / Young Offender Institutions in Scotland; the addresses and locations are provided at Appendix 1 of Schedule B.

It is anticipated that the prison estate in Scotland will continue to evolve during the term of the Contract (replacement of HMP Inverness, a replacement for HMP & YOI Cornton Vale and the potential addition of a number of new, circa 20 place, community based facilities for women in custody). Provision of L&S services for these community facilities is not within the scope of this current tender and will be subject to separate negotiation once the extent of any required Services has been identified.

The privately run prisons (HMP Kilmarnock and HMP Addiewell) make their own arrangement for Learning & Skills services and are not within the scope of this Contract.

**Vision**

Requirements for the Contract have been informed by the SPS Organisational Review (2014), the SPS Learning and Skills Strategy, and Scotland’s National Performance framework. More details can be found at the following links:

* [SPS Organisational Review](http://www.sps.gov.uk/Corporate/Publications/Corporate9.aspx)
* [SPS Learning & Skills Strategy 2016-2021](http://www.sps.gov.uk/Corporate/Publications/Publication-4017.aspx)
* [National Performance Framework](http://www.gov.scot/About/Performance/purposestratobjs)

The SPS Organisational Review resulted in a revised Vision, Mission and Values for the organisation that is central to a new direction. The aim has been to build on the already strong foundations of SPS to develop an improved focus upon and investment in rehabilitation and reintegration services that assist offenders towards responsible citizenship. The SPS’s Vision, Mission, Operating Task and Values is provided at Appendix 2 of Schedule B.

The Vision and Mission of SPS are now driving decisions, resource allocations, actions and priorities. As a result, the SPS is engaging in a major programme of change including cultural change, professionalisation, and changes to a number of policies and practices. Some of these current developments are relevant to this Contract (see later).

In summary, the vision of the SPS Learning and Skills Strategy 2016-21 is to ensure that:

*“Everyone in our care has the opportunity to engage in creative, flexible learning that unlocks potential, inspires change and builds individual strength”.*

The Learning and Skills contract is a key plank of these ambitions with the Service Provider being seen as a key partner in the change process, an enabler, and an active contributors to achieving the SPS’s ambitions.

**Prison Population**

Scottish prisons typically admit approximately 20,000+ prisoners per annum and maintain an average daily population of 6,530 *(both figures exclude the privately operated prisons HMPs Addiewell & HMP Kilmarnock).*

Establishments such as HMP Barlinnie and HMP Edinburgh admit prisoners directly from court *(and consequently experience the highest level of prisoner turnover)* whereas others such as HMP Shotts and HMP Castle Huntly manage longer term prisoners and those nearing the end of their sentences. Young (Male) Offenders (21 years old and under) are predominantly held in HM & YOI Polmont. Female prisoners are held in HMP & YOI Cornton Vale, HMP Edinburgh, HMP YOI Grampian, and also HM & YOI Polmont. The above serves to reflect that the regime and consequent learning requirements in specific prisons will need to cater for a variety of prisoner types, not all of whom can access Services at the same time.

Prisoner numbers will inevitably change throughout the Contract Term and SPS will consequently make operational decisions about the prison estate. This will include numbers and category of prisoners located in each Establishment (e.g. when the Purchaser opens or closes an accommodation unit, moves prisoners or changes the population mix).

**Appendix 3 of Schedule B (Establishment Profiles)** provides a summary of each Establishment, the facilities / accommodation available for learning activities including capacities, the type of Learners, the Prisoner Learning Hours and SQA certifications historically delivered. The facilities, etc may change during the term of the Contract with relevant variations being addressed as part of the Annual Learning Plans (or as revisions thereof).

The Service Provider’s operating and staffing model will be flexible and capable of coping with the population and other learning needs driven changes within the prison estate including the consequent need to occasionally realign Staff resources and learning activities between prisons during the term of Contract.

1. **LEARNING within the SPS: BACKGROUND AND INTRODUCTION**

As an agency of the Scottish Government, the SPS works closely with Justice Service colleagues; Education Scotland; Creative Scotland; Scottish Qualifications Authority; Scottish Credit and Qualifications Framework (SCQF) and Scotland's College Network to ensure a strategic approach to SPS’s educational ambitions for those in custody. The SPS seek to consistently work towards the realisation of the Scottish Government strategic ambitions as detailed within key documents such as Adult Learners Statement of Ambition, Adult Literacy and Numeracy in Scotland 2020 and Curriculum for Excellence.

A full list of documents relevant to the delivery of prison-based learning and skills is provided within the Learning and Skills Strategy ([SPS Learning & Skills Strategy 2016-2021](http://www.sps.gov.uk/Corporate/Publications/Publication-4017.aspx)). The key objectives of these Scottish Government Policies have also been incorporated within the vision of the SPS Learning & Skills Strategy and its five strategic themes. The SPS’s approach is also consistent with the Council of Europe recommendations that prison education seeks to address the needs of the whole person.

The SPS Learning & Skills Strategy is a 5 year programme (2016-21) illustrating the SPS vision for custodial education and detailing key issues and outcomes. The Service Provider’s delivery of the Services will play a significant role in assisting SPS achieving the aims and objectives of the strategy.

1. **Aims and Objectives of the Contract**

**3.1 Philosophy and Objectives**

The overall philosophy of the Service is to ensure “*that everyone in our care has the opportunity to engage in creative and flexible learning that unlocks potential, inspires change and builds individual strength*” *(Source: SPS learning and Skills Strategy).*

Whilst SPS will maintain priority access for those with an identified literacy and numeracy need or who require additional support for learning, the Services shall provide a comprehensive learning service that meets the combined needs of the entire prisoner population. This will include an expansion of project themed learning that is accredited at mid to higher range SCQF levels 4, 5 and 6. The Services will also include access to distance learning or bespoke Intranet provision in a wide-range of higher learning at levels 7 and above. Support for Learners undertaking degree modules will also be provided at a number of Establishments. Such requirements will include facilitation of access to higher education opportunities through the SPS Higher Education Access Scheme (HEAS) and ensuring access to learning services and support for those undertaking such study.

The Services will seek to further enhance the provision of embedded learning activities, Life-skills, Family Learning and the expansion of Peer learning

The objectives of the Learning and Skills Contract include being able to evidence individual and collective progress of Learners in achieving the designated outcomes of the SPS Learning and Skills Strategy. These include:

**Engaging Learners**

* Improved levels of engagement in learning;
* Cultural change in the perceived status of learning;
* Improved integration and coordination of learning services to maximise resources;
* Improved delivery of services and outcomes through more embedded learning;
* Improved process to determine need and inform services for those requiring additional support.

**Strengthening Partnerships**

* Improved planning, evaluation and governance and better use of resources;
* Improved local accountability and coordination through Quarterly Planning Reviews;
* Shared understanding of local contribution to national strategies and improved service to meet the needs of specific populations;
* Improved governance and identification of indicators of success.

**Ensuring High Quality Learning Opportunities**

* Enabling the development of skills required for 21st century learning, life and work;
* Provision of an innovative and interesting curriculum to harness the creative potential of Learners;
* Better integration of the range of life skills with basic literacy and numeracy interventions;
* Better integration and coordination of learning activities to support employment.

**Improving Our Capacity to Respond**

* Expansion and better integration of learning other activities and services;
* Better planning, identification of learning need and addressing strategic ambitions;
* Equality of remuneration for learning engagement;
* Better planning, integration and evaluation of activities to ensure ‘supply led’ services are consistent with our overall aims and strategic direction for learning.

**Evidencing Success**

* Clarity on responsibility and accountability for data collection and reporting on progress;
* Better understanding of the Learner’s journey and how they are able to reach their learning achievements.

Delivery of the above Aims and Objective within the context of providing the Services in a prison operational setting, developing the Services to flexibly address evolving needs, and doing so within the available financial envelope (providing value for money) is challenging, and will require a joint approach between the Service Provider and the Purchaser.

**3.2 Wider Scottish Government Policy and Related Objectives**

In performing the Contract, the Service Provider has indicated and made specific undertakings and commitments which will directly and indirectly address a number of strands of broader SPS and Scottish Government policies. These include:

**3.2.1 Workforce Matters (including Scottish Living Wage)**

The Purchaser has attained accreditation as a Living Wage Employer. This means that the Purchaser remunerates its own staff at or above the Scottish Living Wage rate, and also that the Purchaser has committed to promoting / encouraging fair terms and conditions of employment amongst Service Providers where such organisations have staff regularly working in Purchaser premises.

The Service Provider has confirmed that, in pricing the bid and this Contract, all its Staff utilised for the provision of the Services within the Establishments will be remunerated at, or above, the Scottish Living Wage. The Service Provider has further indicated that it undertakes to maintain payment of the Scottish Living Wage for the Staff group throughout the term of the Contract. The Service Provider has also confirmed that there is no inappropriate use of Zero Hours contracts for persons engaged by the Service Provider to provide L&S services within Scottish prisons.

**3.2.2 Community Benefits**

The Procurement Reform (Scotland) Act indicates that contracts of this value and duration consider Community Benefit provisions i.e. activities which improve the economic, social or environmental wellbeing of the authority's area in a way additional to the main purpose of the contract in which the requirement is included.

The Service Provider’s proposal reflects a community benefit proposition that is intended to support persons in, or leaving, custody to continue or develop within a learning & skills context. The Service Provider’s specific Community Benefit proposition is reflected within Schedule D, Part 2, section 4.1.6 Adam Smith Scholarship and in Part 2, section 11, Community Benefit of the Service Provider’s proposal. The proposition reflects activities being delivered in the following seven areas:

1. Annual Adam Smith Scholarships *(a minimum of two off).*
2. Training & Development:
* Use of the 2,000 training credits per annum1;
* Construction Academy programme;
* E-learning - Health & Safety;
1. Employer engagement (which supports a person in, or leaving custody, to secure an interview or make a link to potential employers);
2. Modern Apprenticeships;
3. Learning Nexus – training some prisoners to become learning technologists;
4. Charities and Community Events – engagement of prisoners by Fife College in such activities; and
5. Community Initiatives - engagement with Local Councils to engage prisoners into programmes or activities.

The Service Provider undertakes to monitor and report its progress (in writing and at least bi-annually) in delivering and achieving *(outcomes including case studies, and out-turn numbers)* against each of the Community Benefit outcomes indicated above.

The Service Provider reporting shall be provided to the SPS Head of Learning & Skills and the Head of Procurement to enable the Purchaser to include and report such activities within its Annual Procurement Report (in accordance with the Procurement Reform (Scotland) Act).

The parties acknowledge that, notwithstanding the specific Community Benefit provisions indicated in the Service Providers proposal, the Service Provider can offer and undertake new or additional community benefits during the term of this Contract which support persons in, or leaving, custody or their families through a variety of learning styles and methods. Where new, additional or substitute community benefit outcomes are introduced the Service Provider provide outcome including case studies, and out-turn numbers to the Purchaser against each.

**1 Note:** Decisions around the deployment of the training credit based learning can be considered as part of the Annual Learning Plan process and in dialogue with the Head of Learning & Skills. The Head of Learning & Skills intends to develop and expand the existing Higher Education Access Scheme (HEAS) and the associated governance arrangements to support decisions around the allocation of the credits and Distance Learning across prisons and amongst prisoners). The Service Provider will engage with, and support the revised arrangements and HEAS meetings *(as relevant and required by the Purchaser).*

**Section 2: Specification of Services**

1. **COMPONENTS OF the core Learning SERVICE**

**1.1 Service Overview.**

The SPS Strategic Framework for Learning and Skills has been structured under five principal themes:

1. Engaging Learners;
2. Strengthening Partnerships;
3. Ensuring High Quality Learning Opportunities;
4. Improving Our Capacity to Respond and
5. Evidencing Success.

It is essential that the learning Services provided within Establishments are needs led, effective and attractive to potential Learners, who can often feel disaffected and lacking motivation to engage. The Services will be a significant contributor in achieving the key outcomes identified under the five principle themes. As such, the Service Provider will be expected to work in partnership with other agencies and organisations as specified by the Purchaser to evidence the expected outcomes under each of the five principal themes.

Learning services are to be provided 50 weeks per annum (excludes Christmas and New Year period) in each Establishment with a typical learning day being 6 hours (although this varies locally) *(See Appendix 3 of Schedule B, Establishment Profiles)*.

**1.2 Annual Learning Plans (ALP).**

The Service Provider shall contribute to the development of an Annual Learning Plan (ALP) for each individual Establishment and deliver the resulting Learning & Skills element through the performance of the Services. The process of developing the ALPs will include relevant consultation between the SPS Headquarters Learning and Skills team, representatives of each Establishment. The Annual Learning Plan is intended to better coordinate and integrate all aspects of learning within each Establishment (e.g. vocational training, physical education, employability, life-skills and family learning) and to support the Purchaser taking forward-looking strategic decisions in conjunction with the Service Provider regarding the range of learning and skills to be undertaken in aggregate across the prison estate and within specific Establishments. The specific requirements of the ALP are described in Service Requirement 2, section 2.2 of this Schedule B.

In accordance with the “Adult Learning in Scotland Statement of Ambition”**[[1]](#footnote-2)**, the ALPs and Services provided will seek to provide learning that is lifelong, life-wide and person-centred for those in custody. In the case of Young Offender Learners (i.e. persons aged up to 21 located in prisons which accommodate Young Offenders), the Service Provider will provide Services which are based on the principles of Curriculum for Excellence, developing successful Learners, confident individuals, responsible citizens and effective contributors.

The Service Provider shall also ensure that the processes of developing each ALP provides both a local focus and reflect how prisons contribute towards national strategic objectives e.g. as detailed within Scottish Government policies such as Adult Learners Statement of Ambition and Adult Literacies 2020.

**1.2.1 Annual ALP Planning Cycle.**

In year 1 of the Services, commencing (Aug 2017) the Purchaser has developed outline ALPs in conjunction with the Establishments and though dialogue with the existing service providers. The Service Provider shall, prior to the Commencement Date, further develop, finalise and agree the ALP for each Establishment and with the Purchaser.

In each subsequent year, commencing late 2017 / early 2018, the Service Provider shall work with HQ Learning Skills Team and individual Establishments to develop, conclude and agree an ALP for each Establishment ahead of the start of each Purchaser’s financial year (April); the plan then being delivered and progress monitored in the period from April to the following March. With this in mind, the planning and engagement with Purchaser should be conducted no later than the first Quarter of each calendar year.

ALP activities which envisage any significant changes *(e.g. changes in Purchaser staffing, the regime, or the learning centre)* should be signalled and discussed earlier in the year such that the management team in the Establishment concerned can consider the potential impact within its wider business planning activities *(which typically commence from October).*

**1.2.2 Prisoner Learning Hours (PLH).**

The Contract reflects the Purchaser’s objectives and intent to progress towards outcome based measures, tracking progression and reporting as part of this Contract. However, the parties recognise that Prisoner Learning Hours remain a corporate Key Performance Indicator (KPI) for the Purchaser.

* Appendix 3 of Schedule B (Establishment Profiles) provides the achieved out-turns for each Establishment over the three years 2013-14 to 2015-16[[2]](#footnote-3). The aggregate 3 year average for the period 2013-14 to 2015-16 is 390,327 Prisoner Learning Hours per annum.
* The Purchaser’s expectation is that in aggregate, the Annual Learning Plans developed by the Service Provider shall continue to provide an ‘equivalent volume’ of Prisoner Learning Hours per annum subject to the following:
	+ The Purchaser acknowledges that PLH figures within Annual Learning Plans can vary across individual Establishments from the historic norms for reasons which include operational changes in the prisoner population or numbers held in specific Establishments;
	+ Any material local variation to PLH’s *(per Establishment and in aggregate)* should be subject to agreement as part of the annual ALP development at an SPS corporate level through the Head of Learning & Skills; and
	+ Ceteris paribus, the Service Provider is reasonably expected to self-report an annual aggregate figure which is equivalent *(equivalent being not less than -5% (unless otherwise agreed with the Purchaser through the ALP process) or higher).*
* For the avoidance of doubt, prisoner learning hours (PLH) are considered to reflect e.g. 6 students in a class with a lecturer / teaching assistant for 2 hours would equate to 12 PLHs. 1:1 support from Service Provider staff can also be recorded as PLHs. Learning time spent engaged in activity on the MOODLE, or engaged in embedded/contextualised learning (i.e. where a learning activity is provided by the Service Provider in the work-shed) can also counted. Prisoner time with a peer supporter shall not be counted as a PLH by the Service Provider.

The Service Provider shall ensure that there is a consistent methodology for the ongoing monthly collection and collation of PLH and qualifications achieved figures per Establishment and in aggregate during the term of the Contract and report these (monthly) to the HQ Learning & Skills Team as part of the Management Information requirements (section 3.3 of Schedule B) provided to the Purchaser.

The Service Provider’s monthly reporting and ongoing tracking shall include a narrative which explains any variance in the expected volume of PLH activity particularly any factors that may lead to the Service Provider out-turning *(in aggregate)* below the equivalent or figure agreed through the annual ALP process, or factors which are contributing to increased attainment in some (or all) Establishments.

**1.3 Screening Prisoners.**

The Scottish definition of literacies recognises the complex capabilities that extend beyond purely functional skills of encoding or decoding text and which includes the ability to form ideas, express opinions and make decisions in different contexts. Given that the rates of those lacking functional literacies skills are higher within prisons than those within the general population, the Service Provider shall undertake the Screening interventions (as detailed in Service Requirement 1 of this Schedule B) as a priority for educational access and progression.

Experience indicates that the current *(literacy & numeracy)* Screening takes around thirty minutes to complete per prisoner. If the process takes much longer than this the Service Provider can reasonably assume that the prisoner has a literacy and/or numeracy need. In addition the Screening takes around, 5 minutes to mark and 5 minutes to log on the SPS Prisoner Records (Second Generation) system *(known as PR2)* per prisoner. All Establishments are able to facilitate Screening in a classroom environment with multiple Learners per Screening session.

**1.4 Personal Development Plans / E-Portfolio System.**

The Service Provider shall support and facilitate an objective of one person, one plan model whereby there is a holistic Personal Development Plan (PDP) which fits with, and complements, the SPS’s case management model. This will reflect the transition from Individual Learning Plans (ILPs) towards an individualised Personal Development Plan *(prepared by Service Provider Staff)* which recognises the identified Screened needs of each prisoner; that embraces the wider learning and employability needs and aspirations of the individual within the PDP; and where progression is then reviewed and tracked, and progression outcomes established. The requirements of a Personal Development Plan are further described in Service Requirement 1, section 2.1.5.

**1.5 E-Learning (including e-portfolio system and “Badge” System).**

The Service provider has undertaken as part of the Services to introduce an electronic e-portfolio system and replicate the existing “Badge” system used in the wider Fife College within the prison learning environment.

The electronic solution (e-portfolio) will enable relevant information about the Learner and their progression or achievements (qualifications, certification, badges, etc) to be recorded electronically by the Service Provider. The requirements to support and undertake Information Technology and Developments in e-learning including e-portfolio are described in section 4.2 of this Schedule B.

**1.6 Ensuring High Quality Learning Opportunities.**

The Service Provider shall support the Purchaser in developing opportunities for learning and contextualised learning throughout the Establishments.

The Service Provider will deliver a broad, engaging range of learning activities in creative and flexible ways, to achieve the highest possible involvement of Learners in activities that will address their needs, risks and strengths and enable them to contribute. Given the changing and evolving needs of the prison population and in recognition of the Purchaser’s ‘whole prison approach’ to learning and skills, the Service Provider shall undertake delivery of the learning Services and core skills activities in a number of locations within each Establishment including, where appropriate, in vocational training workshops, or residential halls. The Service Provider will also embed and undertake delivery of core skills activities to support life-skills; family learning; libraries and physical education services. Specific details of the whole prison approach will be agreed within each Establishment’s Annual Learning Plan (ALP).

**1.7 Developing Embedded Learning into other Activities.**

The Purchaser requires that the learning and training provided in some areas of work better aligns with industry norms, employer needs and/or is accredited; thereby supporting prisoners towards potential employability outcomes.

The Service Provider will support this by providing embedded learning opportunities across the range of Establishment activities and as agreed in Establishments ALP’s. In addition, beyond the core mix of work required to support prison operations (cleaning catering, laundry, etc.), the mix of work based activities may vary and we will seek vocational support for this.

The Service Provider shall therefore provide a flexible Service in terms of the range, and availability of, learning opportunities that may be introduced at each Establishment, in accordance with the detail agreed within each Establishment’s Annual Learning Plan (ALP).

**1.8 Recording and Reporting.**

1.8.1 The Service Provider shall ensure that relevant information about the prisoner and their engagement with Learning & Skills activities whilst in custody *(as determined through the Service Provider’s Screening assessment processes, the professional engagement with Learners in terms of a Personal Development Plan or learning activities, etc)* and information about the degree to which an individual has progressed (literacies and numeracy, skills and employability, etc) is available captured and recorded (*through PR2 reporting or briefing),* and also through the individualised Personal Development Plan, and within the e-portfolio system.

 The Service Provider shall ensure that the information captured is accessible and readily available to the Purchaser to support informing SPS Risk Management Team and can be reflected into the Purchaser’s Community Integration Plan (CIP) process prior to individuals being liberated.

1.8.2 The Service Provider shall submit a report including **Management Information** **(MI)** on a monthly basis as indicated in Schedule B, section 3.3.

1.8.3 The purpose of the **Outcomes Measures framework** is to identify, measure and evidence distance travelled through qualitative reviews. The outcome measures anticipated by the Purchaser are outlined in Appendix 4 to this Schedule B.

1.8.4 The Purchaser intends to consult with the Service Provider to ensure agreed range of MI and Outcomes Measures framework achieves the best possible fit and quality of data to support effective management, monitoring and reporting of the Services.

The Service Provider shall work with the Purchaser to determine the content and detail of the monthly Management Information (MI) submissions. As such, a monthly report template (including agreed MI and Outcome Measures) will be finalised with the Service Provider prior to the Commencement Date and reporting commence from the first month following the Commencement Date.

The parties acknowledge that the nature of where data is held and drawn from may alter during the term of the Contract as the body of prisoner information develops within the e-portfolio system. Notwithstanding this, the specific content, production and reporting against the outcome measures and MI requirements shall be undertaken by Service Provider.

**1.9 Specialist or One-Off Initiatives.**

The Purchaser recognises that, from time to time, the Service Provider and learning Staff may be asked to, or need to, support specialist or one-off learning activities e.g. the Purchaser or Service Provider attracting third parties to provide a short course or author visit; or a third party approaching the Purchaser or the Service Provider to deliver an externally funded arts or theatre project in an Establishment where there may be contextualised learning opportunities.

Where the Service Provider seeks to attract additional activity, this should be requested based on an identified learning need to complement existing Services and include appropriate resources for implementation. This includes any arrangements with universities, students or arts organisations to provide additional or support services to complement the specified Services agreed including those in the Annual Learning Plan.

The Purchaser recognises the value of such activities however this must be tempered with Purchaser’s desire to ensure that the core learning activities in the agreed ALP are not unduly affected and that the Purchaser continues to derive full value under the Contract for agreed contractual services. The Service Provider and Establishment concerned should determine the potential impact of such activities upon the agreed ALP, and what learning outcomes the specialist or one-off activity would provide.

The Service Provider shall not make any amendments *(particularly in terms of ceasing or extending the term of an activity)* to the range or availability of specialist or one-off learning opportunities and activities provided within the Establishment’s ALP without the prior approval of the HQ Learning and Skills Team.

The Service Provider should note that there will be no additional (Purchaser) financial resources for such specialist or one-off activities *(see Schedule C, paragraph 1.8).*

**1.10 Flexibility of Resources.**

The Service Provider will ensure appropriate and relevant Staff are provided and available to deliver the agreed curriculum within the agreed core learning hours in each Establishment. Whilst the majority of learning takes place during the working day there will be a requirement for the provision of Services during the evening and at weekends depending on the Establishment’s needs. Such flexibility, where required, will be agreed within the Establishment’s Annual Learning Plan.

The Service Provider will ensure and provide a flexible team structure which enables relevant and qualified team members to substitute for one another particularly where an individual’s absence becomes protracted for any reason, or to support delivery of specific training (such as vocational training courses; employability initiatives), etc.

Operational flexibility through use of peripatetic Staff to deliver curriculum across several Establishments, or to respond to specific needs for specialist subjects, is encouraged. Creative and flexible use Staff resources (e.g. use of Programme Tutor or Learning Assistant roles) relative to the subject and nature of the learning to be delivered is also encouraged

All Service Provider Staff absences must be backfilled to maintain continuity of service provision. These backfill arrangements will not, however, reflect the Learning Centre Manager substituting for another team member to provide cover unless in exceptional circumstances and for a period of no more than 48 hours unless agreed by the Purchaser’s nominated representative at the Establishment concerned.

The Service Provider’s flexible team structure shall allow for a changes to the Staff mix and complement as changes arise within the nature of the Establishment population or as the parties agree to alter the focus or way the Services are delivered or to rebalance between Establishments. Examples include, but are not restricted to:

* Accommodating special learning support for those requiring additional support for learning difficulties and/or disabilities;
* A significant change to the programme of learning as a result of needs identified through the annual Learning and Skills Review or quarterly Annual Learning Plan reviews; or
* A change in population demographics or prisoner mix.

All of the above reflects general and specific links through organisational and Scottish Government policy, towards addressing National Outcomes detailed within the National Performance framework.

**1.11 Core Service Deliverables.**

The core deliverables of the Service are summarised below:

* The Service Provider will develop, implement and deliver Annual Learning Plans (ALP’s) for each Establishment using relevant and competent Staff *(see paragraph 1.2 above and Service Requirement 4).*

* The Service Provider shall work with each Establishment to facilitate and manage literacy, numeracy and skills / employability Screening for all convicted prisoners sentenced to over 6 months and all convicted young offenders. The Service Provider shall use the Screening tools identified by the Purchaser *(see paragraph 2.1).*
* The Service Provider shall record detail of results of the literacy, numeracy and skills / employability Screening timeously on PR2 *(see paragraph 2.1.3 and Service Requirement 3).*
* The Service Provider shall facilitate and enable delivery of the agreed learning outcomes for all those eligible for a Personal Development Plan (PDP) through the provision of an engaging flexible curriculum and embedded core skills which seeks to address the needs of all Learners (see *Service Requirement 2, paragraph 2.1.5)*.
* The Service Provider will maintain a record of each Learner’s achievement and progress and will routinely report and make available this information to the Purchaser *(see Service Requirement 3).*
* The Service Provider shall ensure and provide the Purchaser with Management Information and Outcome Measures on a monthly basis (reporting supplemented by a written report detailing the context, achievements and any issues arising from Service delivery) (see *Service Requirement 3)*.
* The Service Provider shall supply, install and maintain suitable IT Equipment, the associated network and provide e-enabled learning materials consistent with supporting delivery of the Services, the specific curriculum, and the embedded or vocational learning as may be stated in the Annual Learning Plans *(see paragraph 4.2, Information Technology).*
1. **SPECIFIC REQUIREMENTS OF THE SERVICE**

The Service Provider shall utilise a person-centred approach to learning and teaching, providing resources that are commensurate with the Learner’s need and the generality of the requirements indicated in the Annual Learning Plans. Approaches to learning shall be consistent with Curriculum for Excellence and a Social practice approach to Literacies development. In essence, the Service Provider shall construct learning around the needs and aspirations of the Learner including project themed learning utilising contemporary topics (the latter has proved particularly successful in engaging and stimulating reluctant Learners).

* 1. **SERVICE REQUIREMENT 1**

 **ENGAGEMENT, SCREENING AND PERSONAL PLANNING**

Initial Screening is viewed as a positive process providing it is administered in a fair and supportive way. The Purchaser places high importance on the role of effective initial Screening in identifying and recording prisoners’ needs. Therefore, it is imperative that the Service Provider Staff involved in administering and marking the Screenings have relevant experience and capability in undertaking such activity.

* + 1. **Promotion to Increase Engagement in Screening and Engagement.**

Participation in the Screening process is not mandatory, however the Service Provider will be expected to work with Establishments to pro-actively maximise engagement with its services through various forms of media such as prisoner induction, posters, prison radio adverts, themed events and where possible Family Learning events. Prisoners can, at any time, elect to self-refer to participate in learning activity, which should be encouraged. Every effort should be made to promote the benefits of participation in the Screening process and encourage engagement.

**2.1.2 Screening (Literacy, Numeracy and Employability Screening).**

**2.1.2.1 Types of Screening.**

The Service Provider will, in accordance with section 2.1.2.1 below, offer and undertake the following Screening activities of prisoners either as part of the SPS prisoner induction process but no later than within one month of admission to each Establishment:

* The Service Provider will manage and conduct **initial Screening** (literacy / numeracy) of prisoners to identify any specific individual learning needs. In particular, the Purchaser wishes to target Service interventions at individuals Screening at or below Scottish Credit and Qualifications Framework (SCQF) Level 3. The Service Provider will be expected to work with each Establishment to maximise Screening and uptake of the learning elements of the Services for those Screening at or below Level 3; and
* The Service Provider will engage with persons for whom English (ESOL)**[[3]](#footnote-4)** is a second language to determine any specific or additional learning support that may be required. Individuals for whom ESOL may be identified by the Service Provider as part of other Screening activities, referred by SPS staff or others, or self-refer to the Services.
* The Service Provider will, where required as indicated in the ALP, manage and conduct **employability / skills Screening** with prisoners / Learners. The scheduling and timing of this activity will be agreed at Establishment level and monitoring of this process will be carried out through the ALP’s.

The Screening results will form the starting point for individual planning purposes which are likely to vary subject to learning need and sentence length, and to also inform the Purchaser’s Case Management Processes.

**2.1.2.2 Eligibility for Screening.**

The Service Provider shall ensure that **all** prisoners are offered the opportunity to engage in the Screening processes indicated above in section 2.1.2.1 however, as a minimum, the following category of prisoners **must** be offered the opportunity to undertake the Screening process:

* All convicted adult prisoners, sentenced to 6 months or more;
* All convicted young offenders (those aged 21 and under); and
* Any prisoner wishing to engage in learning activity.

There will be no requirement to offer literacies Screening to individuals where there is evidence to support that there is no learning need (e.g. previous record of Screening or attainment at or above SCQF level 4) or where literacies Screening has been undertaken in the last 12 calendar months (in this case, the previous Screening outcome may be accepted).

* The Service Provider will undertake literacies Screening utilising the Screening tool approved by the Purchaser on a 1:1, group, or in an environment with multiple Learners per Screening session.
* The Service Provider will be allocated time slot(s) during induction to inform prisoners of the range of learning Services available and to carry out the initial Screening process if required *(subject to agreement with the local Establishment).*
* The Service Provider will undertake skills / employability Screening**[[4]](#footnote-5)**, as detailed within the establishment’s ALP. Eligibility for this Screening shall reflect the nature of the prisoner population in the Establishment and sentence length (e.g. prisoners with long term sentences may reasonably undertake employability / skills Screening at a later, appropriate point of their sentence, whereas the expectation is that short term prisoners particularly those whose sentence length provides a reasonable period to engage in Learning or developing skills would typically be screened within 1 month of admission to an Establishment).

Given the Purchaser’s desire to build baseline data in this area, employability Screening shall be offered and available to all prisoners. The Service Provider will be expected to engage with DWP in terms of referrals and also to share, where appropriate, information obtained through undertaking skills / employability Screening and any reassessment of the prisoner’s personal / employability progression. Such information will be shared and available to DWP on request in the period prior to liberation to support a handover to services in the community.

The Service Provider shall record when each prisoner was offered the different types of Screening and record any opt-out / disclaimer as per section 2.1.2.3 below.

**2.1.2.3 Screening – Non-participation / Disclaimers.**

Prisoners offered Screening have the option to refuse to participate / undertake Screening activity. As a Screening will be available to all eligible prisoners, detail of findings and any refusals should be recorded with appropriate disclaimers.

The Service Provider shall note refusal by asking the prisoner to sign a 'disclaimer' that the Screening (*Literacy, Numeracy and Employability / Skills Screening)* was offered and declined.

* Where a prisoner refuses to sign a disclaimer, the member of Service Provider Staff undertaking the assessment should record this; the refusal to sign should then being countersigned by a second person such as the Learning Centre Manager or member of SPS staff.

The Service Provider shall ensure that the results from the Screening processes (both literacy / numeracy and employability / skills) are recorded timeously in PR2 in the LSE domain *(within 5 Working Days of the activity being undertaken*), and on a Service Provider master database as detailed in paragraph 2.1.4. Those scoring at and above Level 4 should also be recorded on PR2 as having no literacy and/or numeracy need.

The Service Provider shall ensure that it enacts and maintains processes to re-engage with prisoners who may have initially disclaimed, not been subject to Screening activity or otherwise engaged with the Learning Centre. This may include interalia, Service Provider Staff visiting residential halls or other areas in the Establishment to engage with prisoners, undertaking promotional or other engagement events, and show-casing the opportunities available in terms of learning and skills.

**2.1.2.4 Screening – Prisoners nearing the end of sentence.**

HMP Castle Huntly provides less secure conditions for prisoners nearing the end of their sentence who have been assessed as suitable for community access. Therefore, it is unlikely that a prisoner will need to undergo a new literacy and numeracy Screening or **employability / skills Screening** when they move to HMP Castle Huntly however PR2 records should be checked following transfer to ensure that this is indeed the case, and Screening actions taken where necessary.

Where necessary an Employability / Skill Screening should be undertaken or this section of a pre-existing PDP reviewed as part of seeking to provide continuity of any learning or activities that may have been commenced by the individual or which would otherwise support the individual develop in the latter part of their sentence.

* + 1. **Recording of the Screening Outcomes.**

The Service Provider shall record the outcome of all Screenings carried out on the Purchaser’s Prisoner Records management information system (PR2)**[[5]](#footnote-6)** within 5 Working Days of it being administered.

The Service Provider shall create and maintain a system (separate to PR2) and database to record and monitor engagement of those identified as having a literacy/numeracy level at or below Scottish Credit and Qualifications Framework (SCQF) Level 3. This system shall be able to calculate the aggregate need for both literacy and numeracy at the different levels. It shall detail, as a minimum:

* The Learner’s name and number;
* Literacy and/or numeracy level and the employability / skills levelbased on Screening or existing PR2 record;
* Analysis and comparisons of literacies data and associated trends over time;
* Date liberated from custody; and
* Any refusals to be screened / opt-out / disclaimers to participate in Screening shall be noted via prisoner disclaimer as per section 2.1.2.3.

The system shall be accessible to the Purchaser for review from time to time and the information held shall be made available to the Purchaser as required (e.g. for prisoner case discussions).

The Service Provider shall monitor trends in the overall Screening process and provide a short report on the overall literacies and/or numeracy level and the employability / skills levels of distinct groups. This trend and activity reporting will be provided as part of the MI on a 6 monthly or annual basis as agreed with the Purchaser.

On an annual basis, the Service Provider shall provide a report with more detailed analysis of literacy and/or numeracy levels and the employability / skills levelsand trends of distinct population groups for example young males; short term males; young females; mainstream females; long-term prisoners; sex-offenders etc. Over time the annual literacies report should contain comparisons with the previous year’s data and identification of any particular trends.

* + 1. **The Screening Outcome.**

Prisoners Screened as having a literacy and/or numeracy need - those Screened as being at SCQF Level 3 Communication and/or Numeracy or below – shall receive:

* An individual learning feedback and planning meeting from the Service Provider and an offer of a place on a programme of learning within 14 days of identifying the need.
* If that place is accepted the Service Provider shall ensure that the prisoner commences the programme within 28 days and that this is documented within the PDP.

The Service Provider shall work with each Establishment to follow up on any high need literacy Learners (SCQF level 3 and below) to ensure engagement and sequencing of plans to ensure the attainment of pre-requisite skills prior to the individual undertaking any work based activities or accredited offender behaviour programme, e.g. Sex Offender Treatment Programme. The Service Provider shall work with each Establishment to establish appropriate processes and sequencing of activities; any refusal to participate shall be logged on PR2.

**2.1.5 Personal Development Plans (PDP).**

The Service Provider shall complete and ensure that Learner goals, progress and attainment is recorded and monitored through a Personal Development Plan (PDP)**[[6]](#footnote-7)**.

The completion date of a PDP (and review date of a PDP) along with summary of the agreed outcomes will be recorded in the Prisoner Record system (PR2) within 5 Working Days of the PDP activity being undertaken. The Service Provider will undertake a review of each PDP in accordance with intended review date (which shall be no less than at six-monthly intervals, or more frequently in accordance with prisoner progression).

The educational element of PDP’s will be consistent for all Learners in terms of their format, content and expected outcomes. The Purchaser also expect that **distance travelled by Learners is consistently measured** *(although there will often be obvious distinctions in what can be accomplished by short-term and long-term Learners).* As such the level of detail required and provided for short and long term Learners through the Service Provider engagement with the Learner will vary significantly.

* For Learners who are sentenced to under 2 years (those with less than 1 year to serve) a brief PDP (*e.g. a short, sharp update with summary outcomes in bullet point form)* will be required.

* For those individuals sentenced to 2 years and over (those with more than 1 year to serve) a detailed PDP will be required.
* Detailed PDP’s may be utilised in place of brief PDP’s where it is deemed appropriate to do so by either the Service Provider or at the request of the Establishment (e.g. where an individual is, in the professional judgement of the Service Provider, suspected of having a Learning Difficulty and/or Disability (LDD)**[[7]](#footnote-8)**, has been identified or assessed as such and requires additional learning support).
* Where an individual with a PDP transfers between Establishments, the Service Provider Staff at the outgoing Establishment will transfer the relevant learning records / PDP within 5 Working Days. The Service Provider Staff at the incoming Establishment will review and update the PDP within 5 days of receipt from the receiving Establishment. The Service Provider shall ensure appropriate processes to enable identification of transferees, timeous records transfer, and review by Service Provider Staff at the receiving Establishment.

Whilst the Service Provider should conduct the initial Screening processes at the individual’s admitting / receiving Establishment, detailed Personal Development Plans, where required, should be prepared when the individual has arrived at their permanent Establishment - or when it is anticipated that they will remain at their receiving Establishment for at least 12 months. In order to allow individuals to engage in learning activity while they await transfer to their permanent Establishment a brief PDP will be drafted as an interim measure.

The Purchaser shall work with the Service Provider to agree the final format, timescales and review periods for these PDP’s. For the avoidance of doubt the Purchaser shall make the final decision of the format of PDP’s as these will be required to integrate with current and future Purchaser case management systems.

The Purchaser encourages the use of an electronic solution for those who require detailed PDP’s which gives ownership of aspects of the plan to the Learner and promotes personal responsibility.

**2.1.6 Other Requirements.**

The Service Provider shall be the central point of reference on the literacy and numeracy status and progress of the Prison population and provide management information based on the above.

**2.2 SERVICE REQUIREMENT 2:**

 **PLAN, DESIGN, AND DELIVER A LEARNING OPPORTUNITIES PROGRAMME THAT MEETS THE NEEDS OF ALL LEARNERS IN ESTABLISHMENTS.**

**2.2.1 Annual Learning Plan** **(ALP).**

The Service Provider shall work with HQ Learning and Skills Team and each individual Establishment to plan, design and deliver a balanced curriculum, programme of learning and timetabling within an Annual Learning Plan. The plan should reflect the range of learning opportunities available and meet the identified needs of all Learners’ in each Establishment.

The Annual Learning Plan process will, at minimum, address the points indicated in this section 2.2.1 through a structured process of specific liaison engagement with the designated Purchaser representative at each Establishment and the Purchaser HQ based Learning and Skills team:

The Service Provider shall ensure that all the learning activities ascribed to them within each Establishment’s ALP are delivered and recorded as per the detail of the plan. The ALP will:

* Provide a clear articulation of each Establishment’s provision of learning and skills incorporating an agreed curriculum content including arts programmes, and rolling monthly timetable for each population group;
* Clearly set-out the range of supported learning services required within each Establishment to support wider activities such as vocational training courses; employability initiatives; Peer Tutor management; physical education activities; peripatetic service delivery where required; Information Advice and Guidance (IAG) and to support Throughcare referrals for post-liberation continuity of learning;
* Set-out areas out-with the Learning Centre designated for Service delivery;
* Set-out details of any key dependencies and issues *(including responsibility and any specific actions flowing from the ALP);*
* Holistically review trends, any recurring themes and issues with a view to determining any actions which would assist addressing barriers / inhibitors to prisoners’ attendance, or non-attendance or towards engaging with learning; this may include regime or other factors within the remit of the Establishment.
* Set-out any revision / change(s) of Service Provider resources required to enable effective delivery of the ALP (Staffing, IT equipment, learning materials, etc) with clear indications when these resources would be available;
* Set-out any agreed (or proposed) partnership working which will be provided or developed by the Service Provider with others to support or deliver elements of the ALP. This should include clear outcomes and timescales of any partnership arrangement for learning Service delivery and
* Set-out any actions which the Purchaser has agreed to undertake to support the ALP.

In contributing to the ALP the Service Provider shall ensure that:

* The curriculum and timetable shall reflect each outcome of Annual Learning Plans and balance the identified needs and learning / skills / employability aspirations of the prisoner population (*e.g. long-term, short-term, male, female or young people etc*.). This should include groups or individuals with any identified needs (learning disability, age – learning relevant to older prisoners, disability, English as a second language, etc).

* A key strategic priority concerns engaging those Learners with an underlying literacy and numeracy need. The Service Provider’s planning and Service delivery actions will work with individual Establishments to provide dedicated support for such individuals where required in terms of 1:1 or small group work. The Service Provider will also, whenever required, provide relevant information and/or make referrals to other support services such as the NHS. The learning services would primarily support Learners with issues of dyslexia, dyscalculia, dysgraphia etc.

**2.2.1.1 ALP Sign-Off.**

The ALP process reflects three way governance sign-off i.e. the Service Provider, the Establishment *(nominally the Governor or the Head of Offender Outcomes),* and SPS Headquarters Learning and Skills team *(nominally the Head of Learning & Skills or the designated deputy).*

Where there is a disagreement or dispute about the development, content or concluding agreement of an Annual Learning Plan this shall be referred to the Head of Learning & Skills for consideration and determination.

**2.2.2 Promotion of Learning Opportunities.**

The Service Provider shall promote and, through a range of approaches, raise awareness and interest amongst prisoners as to what learning opportunities are available to them. The range of approaches may include, but not be restricted to:

* direct face-to-face engagement,
* the provision of taster sessions,
* visual material including posters, and
* other marketing material.

Such promotion can take place, for example, during induction sessions, open days / family days, and certificate award ceremonies. These events should be recorded and promoted as evidence of pro-active engagement and successes celebrated to encourage participation in the various learning routes available in prisons.

**2.2.3 Programme of Learning Opportunities.**

The Service Provider shall develop and deliver a flexible and innovative programme of learning opportunities that encourages and stimulates learning. A scheduled daily curriculum of classes, supplemented by a programme of events and activities across the Establishments (which includes the areas highlighted in this section 2.2.3) will be agreed with the Purchaser as part of the ALP process and delivered by the Service Provider.

The Service Provider shall work with the Purchaser to further improve the co-ordination and integration of learning services within each Establishment. This would include working closely with staff throughout the Establishment to embed core skills in prison industries, vocational training, life skills and employability initiatives as part of the overall programme of learning & skills.

**2.2.3.1 Flexible and Innovative Programme of Learning.**

The Service Provider’s programme of learning shall address the disparate needs of each group of Learners held within the prison estate (e.g. young people, women, those with learning difficulties, older people etc.). This should recognise the different levels of ability and prior attainment; and shall be reflected in an up-to-date teaching timetable / programme. The range of learning opportunities should be published locally within each Establishment *(i.e. the Purchaser, engaged Learners and other prisoners should have visibility of the curriculum and what activities are available and being provided by the Service Provider in the coming four week (month) ahead).*

The development of the programme and scheduling of activities will include liaison with the HQ Learning and Skills Team and representative of each individual Establishment to discuss and agree any key areas, themes to be addressed, or supportive role for the Purchaser or others.

The Service Provider shall seek to optimise prisoner / Learner attendance through scheduled learning activities, and daily liaison with relevant SPS staff.

**2.2.3.2 Project Themed Learning.**

The programme of learning opportunities shall recognise and seek to further expand the use of Project Themed Learning utilising the interests and aspirations of Learners to construct learning around specific subject areas. This includes subject areas such as health and well-being; arts and humanities; social science; Scots Language and cultural studies.

**2.2.3.3 Embedding Core Skills.**

The Service Provider shall ensure capacity and capability to deliver embedded core skills within a range of vocational, recreational and life skills settings (i.e. Physical Training (PT), and vocational training workshops/ activities, etc) as agreed in the ALP. Any programme of activity shall be designed to meet the needs of each Establishments’ particular population.

The Purchaser has various supportive arrangements in place with a wide variety of partner organisations e.g. Scottish Fire & Rescue (fire safety awareness provided at HMP & YOI Polmont and HMP Cornton Vale); some Local Authority providers deliver good tenant activities; Police Scotland (deliver community safety and anti-knife crime activities); Shelter and Job Centre+ (housing and benefits life skills); Citizens Advice, etc (Note: not all of these partners provide life skills in all prisons). The Service Provider shall, as appropriate, engage with such partners to support, reinforce, or embed the key messaging within embedded or contextual learning activities delivered by the Service Provider in the Learning Centres and/or through access to e-learning, and where specific basic qualifications recognise achievement. The Service Provider has flexibility *(subject to condition 1.8 of this Schedule B)* to access to parties / networks who can facilitate other Life Skills activities.

**2.2.3.4 Employability Skills.**

The programme of learning opportunities shall also address how relevant prisoners develop their ‘employability skills’and the skills necessary to apply for and obtain employment, undertake volunteering, or undertake further training following liberation (e.g. completing an application form, writing a good business letter, C.V preparation, interview skills etc.).

The Service Provider will be expected to liaise with other agencies (such as DWP) and any local Purchaser initiatives specifically dealing with this area, and to tailor any contextualised learning relating to the differing needs of the prisoner groups especially, Top-End, or those in the Open Estate (HMP Castle Huntly) who are at a stage of their sentence where they have been assessed as suitable for community access or are progressing towards a liberation date.

**2.2.3.5 Family Learning Events.**

Where relevant in ALP, the Service Provider will support, develop and deliver activities such as Family Learning events. This will help promote engagement with Learners and their families.

**2.2.3.6 Programme of Events.**

The programme of learning opportunities shall be agreed with the HQ Learning and Skills Team and the relevant representative of each Establishment as a core aspect of the Annual Learning Plan. For the avoidance of doubt, the final decision on the content of the programme of learning rests with the Purchaser.

Any planned changes to the timetable (e.g. change of lecturer or subject) shall be agreed in advance between the Service Provider, the Establishment and the HQ Learning & Skills Team as a revision to the ALP. The quarterly reviews of the Annual Learning Plan will be the principal vehicle for monitoring progress and negotiating any proposals for change. Any changes required prior to the quarterly ALP reviews will be agreed in writing between the Service Provider, Establishment and HQ Learning & Skills Team.

**2.2.3.7 Community Integration Plan.**

The Service Provider shall ensure that relevant information about the level of prisoner engagement with Learning & Skills activities whilst in custody and information about the degree to which an individual has progressed (literacies and numeracy, skills / employability, etc) is available (through PR2 reporting or briefing, through the PDP, or on-line through the e-portfolio) to the Purchaser. The timely sharing and access to relevant information by the Service Provider about the individual’s engagement with the Services and their progression will support a number of activities including decisions by the SPS Risk Management Team and for Personal Officers to be able to review relevant summary information about individuals as part of developing their Community Integration Plan prior to liberation.

**2.2.4 Delivery of the Programme of Learning.**

The Service Provider shall deliver the Services to:

* The target group of Learners identified through Service Requirement 1;
* Individuals or Learners demonstrating signs of having a barrier to learning including:
	+ those with a specific learning difficulty / disability (either determined by Screening or professional judgement);, and/or
	+ Individuals for whom English (ESOL) is a second language.

 For those individuals identified as having a barrier to learning, the Service Provider shall provide relevant support, specialist assistance and input where this is required. This includes, but is not limited to, the Service Provider undertaking (as appropriate):

* further assessment of need,
* 1:1 work or small group support, and
* The Service Provider undertaking reasonable adjustments and the supply of relevant Equipment or assistive technologies to facilitate Learner access to the Services (e.g. for persons with a visual impairment or motor skills difficulties).
* Learners who have exercised their right to self-refer to the Learning Centre, including those who may wish to study at a higher level. In particular, this includes any Learner who is approved through the Higher Education Access Board to undertake an Open University course.

**2.2.4.1 Peer Tutors.**

The Purchaser seeks to extend the role, qualifications and influence of Peer Tutors to complement core learning service provision in the Learning Centre. Where such peer services are undertaken in areas out-with the Learning Centre, the Service Provider will work with the Establishment to ensure appropriate risk assessment for pairings and provide mentoring support for the peer tutors. The Service Provider shall encourage and maintain a pool of peer tutors within each prison learning centre and, where appropriate, undertake delivery appropriate training and qualifications for peer tutors (subject to ability and sentence length).

**2.2.4.2 Individual Learning Accounts (ILA).**

The Service Provider shall seek to access and utilise the ILA funding which Learners can access to provide specific learning, courses or assessment to address specific needs. Where appropriate Service Provider Staff may assist and support a Learner’s application for an ILA. The access arrangements and criteria for distance learning will be agreed with the Service Provider.

**2.2.5 Provision of Qualifications**

The Service Provider shall provide a range of qualifications, including the new national literacy/numeracy qualifications at SCQF Level 4 and Level 5 introduced as part of the Curriculum for Excellence. The Service Provider shall generate the evidence for achievement of SQA core skill qualifications, especially those around communication and numeracy, from a range of settings throughout each Establishment.

The Service Provider shall offer certification in a range of other subjects to support the development of life skills and to provide secondary opportunities to enable a Learner to develop literacy and numeracy skills (e.g. any subject that has the capacity to contextualise the skills of literacy and numeracy). The range of subjects and where relevant, associated certification, will be agreed as part of the Annual Learning Plan for each Establishment including proposed expansion of mid-range (SCQF 5 and 6) qualifications. This may also include development of distance learning or access to a wider range of Intranet based courses.

The Service Provider shall be responsible for administering all course and examination arrangements and complete such documents as are necessary relating to the payment of course and examination fees. The Service Provider shall be responsible for awarding body course and examination fees and will make payment direct to the appropriate body.

Where a Learner has reached a milestone of achievement and no recognised awarding body certification e.g. SQA or City and Guilds is available, the Service Provider should issue a certificate of their own to recognise the Learner’s achievement. All awards and evidence of progress should be recorded within the individual Learners Personal Development Plan.

**2.2.6 Links to other Learning Providers in and out-with the Prison**

The Service Provider shall develop and ensure that it establishes and maintains appropriate relevant relationships and communication channels with other local learning providers, third sector organisations (who may provide links for prisoners to sustain learning through work or volunteering in the community), national organisation such as Skills Development Scotland or DWP Employment Benefit Advisors / Work Coaches within prisons, and Establishment based interventions (e.g. vocational training, employability, health and well-being) within each Establishment and across the estate. The intent is to:

* ensure a common and consistent approach to the delivery and development of the Services;
* support more consistent sign-posting of Learners towards supportive services;
* enable identification by the Service Provider of any additional resources which could be deployed into prisons to support learning and skills or which those leaving custody could access to support continued learning or skills development;
* to support horizon scanning of evolving trends, employment opportunities, and the associated types of learning outcomes or qualifications which those in custody could reasonably undertake with a view to improving their skill profile and life chances;
* that we collectively seek to ensure effective use of resources by addressing any obvious duplication in services, or identifying broken links which, if addressed, could positively affect those in or leaving custody improve their life chances; and
* that Learners have relevant access to e-learning for vocational skills and assessment that may be publically available, or available through partner / employer organisations whom the Service Provider or SPS may engage e.g. the Construction Skills Card (CSC).

This will include qualifications to meet the needs of individual Learners (especially those who may transfer between prisons). Detail of partnership working will be provided within the Annual Learning Plans as part of the Purchaser’s intention to better integrate and co-ordinate all forms of learning.

The Service Provider shall formulate links with community based learning and development providers including Further Education Colleges and Local Authority literacy and numeracy partnerships to facilitate a Learner’s continued progress both within the prison and on release from an Establishment. At minimum, the Service Provider shall ensure that the Purchaser and specifically Personal Officers and those arranging Community Integration Plans (CIP) are aware of any follow through actions which the Service Provider may have arranged / enacted on behalf of an individual, or more generally, that the Purchaser is aware of the range of community based learning and development providers that the Service Provider has linked with in terms of prisoners / Learners potentially being referred towards.

The Service Provider shall, where a prisoner / Learner has indicated a desire / intent to continue learning activities following liberation *(including where this has been identified as part of the SPS’s pre-liberation Community Integration Plan process),* seek to facilitate activities that support the individual progress towards their objective. This may include, assisting individuals to apply for a college place or further learning, providing a reference, supporting the referrals, etc.

In addition, the Purchaser is currently working with Scottish Universities to facilitate additional learning support for Higher Education students at a number of Establishments. As these partnerships further develop and the Universities wish to undertake research functions, or forms of learning support, the Service Provider shall facilitate such activities as required.

**2.3 SERVICE REQUIREMENT 3**

 **RECORD, MONITOR, EVALUATE AND REPORT ON THE DELIVERY OF LEARNING AND ON THE OUTCOMES OF LEARNING OPPORTUNITIES PROVIDED TO LEARNERS.**

The purpose of this requirement is to ensure the delivery of a quality service that places an individual’s learning needs at its centre. It is therefore, incumbent upon the Service Provider to ensure active participation in activities designed to achieve this, e.g. ensuring information on an individual Learner’s progress is accurate, up to date and available to the Purchaser’s staff.

The Service Provider will provide and make available a range Service and Performance Management Information (per Establishment and cumulatively) as agreed with SPS HQ on a monthly basis. This will include a monthly written report providing qualitative information and context to further inform achievements or issues arising from delivery or performance of the Services.

The Service Provider will work with the SPS Learning & Skills team to develop, implement and improve systems to measure and record the outcomes and progress under each of the five key strategic themes. These will be monitored through Quarterly and Annual reviews with the Service Provider as a key partner in this activity.

**Quality Assurance.** The Service Provider shall also ensure **continuous quality assurance (QA)** and improvement of the Services overall by using **self-evaluation processes and undertaking a programme of quality assurance activities.** At minimum, the Service Provider shall implement and ensure that it applies the Quality Assurance processes, self-evaluation, peer review, learner survey feedback, assurance reviews of Learner records & PDPs generated by the Service Provider within Establishments, and other assurance processes usually applied by the Service Provider within its own business in terms of the overall assurance of learning services and the qualitative elements of record keeping. The Service Provider undertake to provide and feedback all such assurance review activity to the Purchaser within 1 month of the completion of activity. The assurance activities shall form part of the scheduled Quarterly or Annual review held with the Purchaser. Any Service Provider action plans and tracking / monitoring of progress against specific issues highlighted through the assurance processes will be provided to the Purchaser as part of these meetings.

The Purchaser will separately undertake primary assurance of the Services through the Heads of Offender Outcomes within each Establishment with secondary assurance being provided by the HQ Learning & Skills Team. Any assurance issues identified though this work will be raised with the Service Provider and specific actions indicated or agreed that may be required by the Service Provider to achieve compliance.

* + 1. **Recording and Use of Information**

The Service Provider shall maintain and update PR2 on a daily basis with learning activities undertaken and progress made by the individual Learners.This includes recording individual attendance at the Learning Centre and updating the progress at key points relating to Personal Development Plans:

* The Service Provider shall ensure that all learning records (electronic and hard copies) are complete and up to date at all times, including PDP’s and any other relevant learning records (including any evidence generated towards a qualification) of all Learners engaging in the services.
* The Service Provider is required, on occasions, to attend meetings, which may include **Integrated** **Case Management (ICM)** meetings, to reflect the learning status of prisoners with regard to the progress made against identified learning needs. The Service Provider will be expected to report to the Purchaser on individual progress and milestone achievements and develop a system for such.

The Service Provider shall ensure processes exist with the Purchaser to enable early identification of Learners who have been transferred between prisons or are due to be liberated. Prisoners themselves can often self-declare where they are due to be transferred or liberated however, where this is not the case, information can be obtained from the relevant supervising prison officer(s) attached to the Learning Centre.

**2.3.1.1 Prisoner Transfers – Transfer of Learning Records**

Inter-prison transfers regularly occur on a planned (pre-scheduled) basis or on short-notice basis to support Establishment operations and good order.

* On notification or identification by the Service Provider of the planned (scheduled) or actual transfer of a Learner, the Service Provider shall inform the receiving prison’s Learning Centre of the move, highlighting whether the individual is a priority Learner. All learning records shall be forwarded to another Establishment within 5 days of a Learner transfer.
* Service Provider Staff at the receiving Establishment shall make contact with the Learner on arrival, but should ensure the literacy and numeracy Screening process is not duplicated if previously undertaken.
* Service Provider Staff should liaise with the Purchaser to identify any pre-scheduled transfer of Learners and proactively seek to transfer learning records and to contact the receiving Establishment as above to sustain continuity of learning.

**2.3.1.2 Information to Learners on Release.**

The Service Provider shall ensure that a pack providing evidence of each individual’s learning progression (including subject or activities) whilst in custody, and all certification achieved is provided to each prisoner Learner prior to liberation. This may include qualifications or training undertaken / completed within the Purchaser or partner led activities. The Service Provider shall liaise with prisoners concerned and the Purchaser regarding liberation dates and develop the processes at each Establishment to ensure Learners have the appropriate information at release, or where necessary can obtain / access such information following liberation.

A technology led solution facilitated by the Service Provider, such as on-line access to an e-portfolio, may be used providing there remains a means for individuals who are leaving custody or have left custody but have no or limited access to IT or the Internet to access their learning portfolio and to evidence their achievements.

* + 1. **Service Monitoring and Reviews**

The Service Provider shall work with the HQ Learning and Skills Team and the Establishment to prepare an Annual Learning Plan to evidence that the service continues to provide the ‘best fit’ with the needs of the Purchaser in their planning for delivery of learning services.

The Service Provider shall work with the HQ Learning and Skills Team and each Establishment to review and amend the programme of learning as required (e.g. change of subject, different location for learning to take place, change of staff etc). The HQ Learning and Skills Team and local Establishment shall approve any changes to the programme of learning prior to any amendments being implemented.

* The Service Provider shall meet with the Head of Offender Outcomes at each Establishment on a monthly basis to carry out service monitoring, verification of service delivery and approval of invoices.
* The Service Provider shall work with HQ Learning and Skills Team and each Establishment to manage and monitor progress through ALP review meetings (nominally on a quarterly frequency).
* The Service Provider will undertake quarterly reviews of the ALP with the HQ Learning & Skills Team. In addition, the Service Provider will engage and liaise with the HQ Learning & Skills Team when they undertake an annual review of Learning & Skills activities across all Establishments.

**2.4 SERVICE REQUIREMENT 4**

 **SERVICE DELIVERY STAFF WILL BE COMPETENT TO DELIVER THE SERVICES IN LINE WITH CURRENT PRINCIPLES OF THE CURRICULUM FOR EXCELLENCE, A SOCIAL PRACTICE APPROACH TO ADULT LITERACIES & IN USE THE OF E-ENABLED LEARNING TECHNOLOGY.**

The capability and skills of Service Provider Staff are key to the successful delivery of the Services. Learning is an evolving area and it is, therefore, imperative that all Staff undertake regular professional development to remain abreast of any changes that may take place in this area. This is especially important where Staff are not always full-time, or in regular contact with colleagues in other Learning Centres and with those operating in the community.

The Purchaser recognises that operational flexibility may be achieved through the use of various types Staff and that delivery of parts of the Services can reasonably and effectively be provided by Programme Tutors or Learning Assistants complementing lecturing or other teaching Staff or to provide short-term resilience for temporarily absent colleagues. The Purchaser would not expect material or regular substitution where subjects and the curriculum require a lecturer or subject matter expertise.

**2.4.1 Service Provider Staff Competency and Development.**

The Service Provider shall ensure that **all** Staff engaged in the delivery of learning services (whether directly employed or via a sub-contract or as part-time Staff) are *(and remain)* appropriately qualified for the specific tasks, subjects and other elements of the Services that they are employed to deliver. This will include holding a recognised teaching qualification (TQFE; GTC PgCert; Adult Learning MSc) for those delivering and developing materials for learning.

**2.4.1.1 Staff Competency Matrix.**

The Service Provider will maintain an overall and local (per Establishment) record to evidence Staff qualification status, competency / compliance with SPS Core Training, both initial and periodic refresher training *(see paragraph 2.4.2),* and Disclosure Scotland status for each person. This should be updated as required and not less than annually. A copy will be made available to the Purchaser in advance when setting the ALPs in each Establishment. The content and form of the competency reporting will be agreed with the Purchaser by the Commencement Date.

**2.4.1.2 Staff Capability – e-enabled learning activities.**

The Service Provider shall ensure that all Staff are competent in the delivery of e-learning and e-assessment and that Staff are trained in the use of such technology including the use of current and emerging technology.

**2.4.1.3 Continuous Professional Development (CPD).**

The Service Provider shall adhere to good practice with regards to the continuous improvement and the professional development of those individuals engaged by them to provide the Services. The Service Provider shall establish a programme, to be reviewed annually, to identify the development needs of their Staff and agree personal development plans *(including any Purchaser core or refresher training)* to address any identified needs informed by the scope of each Establishment’s ALP. This Programme should be shared with the HQ Learning and Skills Team. Delivery of CPD for Staff should be managed and conducted to **not** affect the delivery of routine services and programmed activity.

**2.4.1.4 Staff training and CPD Evaluation**

The Service Provider is entitled to 2 x 1 day closures per Establishment annually to assist with Staff training and CPD evaluation processes. The Service Provider shall agree the specific dates per annum with the SPS Head of Learning & Skills either as a schedule per Establishment, or as dates affecting regions, or all Establishments simultaneously

**2.4.1.5 Competency or Capability Issues.**

Where the Purchaser raises (or the Service Provider identifies) a concern about a particular member of the Service Provider’ Staff or their competency level of capability in delivering their part of the Services, the Service Provider shall investigate the concern and satisfy itself that the person continues to meet the Service Provider’s person specification and/or criteria for employment including the provisions related to civilians working in prisons (*Schedule B, section 4.5 and Schedule A, clause 7)* or whether specific targeted CPD actions are required.

The Service Provider shall timeously notify the Purchaser of the outcome of the investigation and any remedial or corrective actions to be taken and the time frame for this. Where a requirement for further development has been identified by the Service Provider, this shall be addressed immediately through the personal development plan and within a defined timescale, e.g. a timescale applicable to the remedial action to be taken.

**2.4.2 Staff Induction and Ongoing Training Requirements**

In order to operate safely and securely within an Establishment and to allow unescorted movement around the Establishment, Service Provider Staff must undertake and successfully complete a number of core mandatory training products prior to providing Services, and also maintain competency through Refresher training as indicated below.

The Purchaser shall arrange for the following core mandatory and refresher training to be delivered locally at each Establishment following request by the Service Provider. The Purchaser envisages that the training would be completed by the Service Provider’s Staff without disruption to, and whilst maintaining delivery of, the scheduled Services. SPS accept that there may be occasions, due to Purchaser scheduling of the PPT training dates / times, when completion of PPT may lead to disruption. However such cases would be managed by exception on a prison by prison basis and/or the college arrange for some staff to be PPT trained in another Establishment.

The Service Provider should note the requirements in section 4.5 of this Schedule B about Staff failing to maintain competency particularly in terms of Personal Protection Training.

The following table details core mandatory training and refresher requirements *(approx. 4 days to complete in the first instance. Thereafter, refresher training requires approx. 2 days per annum)*:

|  |  |  |  |
| --- | --- | --- | --- |
| **Training** | **Duration** | **Refresher Training** | **Refresher Duration** |
| Induction & Key Training | Half Day | N/A | N/A |
| Personal Protection Training (PPT) | 1 Day | Annual | Half Day |
| Talk to Me**[[8]](#footnote-9)** | Classroom – Full DayE-Learning – 2 hrs | Classroom – every 3 years E-learning – every 3 years | Half Day2 hrs |
| Health & Safety and Fire Awareness | Half Day | Annual | Half Day |
| Professional Boundaries | 1 day | N/A | N/A |
| PREVENT Training (E-Learning) | 1 hour | N/A | N/A |

In addition to the current suite of core training products Service Provider Staff may be required to undertake reasonable additional training as directed by the Purchaser during term of Contract. The Service Provider shall liaise with each Establishment to identify any on-going operational specific training needs.

The Service Provider will work with the local Establishments to minimise disruption to the Service and facilitate the mandatory training process.

1. **CONTRACT MANAGEMENT**

**3.1 Contract Manager Accessibility**

The Service Provider shall ensure that its Contract Manager is available to the Purchaser between the hours of 09:00 to 17:00, Monday to Friday. Where the Contract Manager is not immediately available and a message is left by the Purchaser the Service Provider shall ensure processes and arrangements which enable a return of call within 1 hour. An alternative point of contact shall be identified in the event that the Contract Manager is unavailable.

**3.2 Problem Resolution and Complaints Procedure**

The Services will be delivered within a complex organisational structure, with a wide spectrum of individuals (prisoners, the Purchaser and Service Provider Staff and other partner staff) and in parallel with other services. This mix, by its very nature can lead to problems, misunderstanding, conflicting priorities and complaints. Generally complaints are generated in one of three areas:

* A complaint by a prisoner about a member of Service Provider’s Staff or the Services provided; or
* A complaint by the Service Provider about a member of the Purchaser’s staff or the facilities provided by the Purchaser; or
* A complaint or issue raised by the Purchaser about a member of the Service Provider’s Staff.

There are established avenues within the Purchaser’s Prisoner Complaints Procedure for prisoners to raise complaints to the Purchaser and for these to be investigated.

The Service Provider shall co-operate fully in assisting the Purchaser’s staff to respond to prisoner complaints (in accordance with the timescales associated with the prisoner complaint process) when these relate to any of the Services supplied under this Contract.

 The Service Provider shall also fully co-operate in assisting the Purchaser’s staff to investigate any incidents affecting or involving prisoners or others that may be related to the Services or persons providing the Services. The Service Provider shall provide a written report detailing the circumstances that lead to any incident, identifying and explaining any procedural or product defects. The Service Provider shall liaise with and provide all investigation reports to the Purchaser. The Purchaser will have the right to make such investigation reports available to the affected prisoner(s), prisoner representatives, and any internal or external official enquiry.

The Service Provider shall draw all serious and urgent matters affecting prisoner care, welfare, behaviour or other relevant matter of concern to the attention of a supervising prison officer, and the relevant Head of Offender Outcomes at the Establishment concerned or any other person nominated by the Purchaser who has been notified to the Service Provider.

The Service Provider shall ensure that the SPS Learning & Skills Manager at HQ is also informed of any complaint or any serious or urgent matter which affects the Services. Service Provider management information reporting will record and enable national oversight monitoring of the above in terms the nature of any complaints, trends and actions taken.

**3.3 Management Information (MI)**

The Service Provider shall provide the reporting specified in this Schedule B and Schedule D to the Purchaser (the Governor of each prison or their nominated deputy at each Establishment) within five (5) Working Days of the end of each month to which the reports relate. The reports shall also be copied to the HQ Learning & Skills Team at SPS Headquarters within the same time period. The MI reporting shall include PLH figures, details of the SQA and other accredited qualifications attained per Establishment through the Services and in aggregate during the term of the Contract. Specific MI detail and reporting will be agreed prior to the Commencement Date.

In addition to the quantitative elements, the MI reporting will include a clear narrative on overall progress and identification of any pertinent issues or trends in terms of attendances, Screenings and progress towards achievement of outcomes as detailed in the Establishment’s ALP and the SPS Learning and Skills Strategy.

Additional reports shall be made available to the Purchaser following agreement between the Service Provider and Purchaser and as specified in section 2.3.2 of this Schedule B.

**3.4 Contract Monitoring**

The Purchaser will monitor the Services at each Establishment through the monthly management information reports, and through visits to the Establishment(s), as required. Monthly Contract monitoring meetings will be held at each Establishment, involving the Purchaser’s representative and the Service Provider.

In addition to Establishment monthly meetings, a quarterly contract management meeting will be held involving the Service Provider’s contract manager, the SPS national contract manager and the HQ Learning & Skills Team. ALP’s within each Establishment will also be reviewed quarterly by the Service Provider, SPS Learning & Skills Team and the Establishment management.

The Service Provider shall compile and provide monthly activity and performance reporting to the Purchaser to evidence progress and achievement of outcomes (See Appendix 4 of Schedule B) for each strategic priority indicated in the SPS Learning & Skills Strategy 2016-2021. Note: The specific reporting requirements will be finalised during the implementation phase in agreement with the Service Provider.

The agreed reporting shall be prepared by the Service Provider and sent to each of Establishment and the Purchaser’s headquarters. The Purchaser will nominate individuals who will address issues that may pertain to a technical or professional nature and issues that may pertain to a commercial nature.

The Service Provider shall also prepare and self-report the requirements indicated in Part 2 of Schedule B. This reporting shall be provided to SPS headquarters.

The parties shall discuss any action(s) required to be taken by the Service Provider or the Purchaser and a timeframe within which these shall be managed so that the performance and quality of the Services can be continually improved and developed. The Purchaser recognises that a degree of flexibility is required in the initial stages of the Contract and will endeavour to establish mechanisms to resolve issues speedily. The Service Provider shall be responsible for writing-up all meeting minutes and providing the project management oversight to ensure agreed actions are progressed, actions taken, and closed off when agreed.

1. **Specific Operational Requirements**

**4.1 Accommodation, Materials and Equipment**

The Purchaser shall provide relevant accommodation and facilities to enable the Service Provider to deliver the Services. This includes sufficient and appropriate furniture to equip the accommodation (e.g. tables, chairs and desks), and the maintenance of the fabric of the building including re-decoration and replacement of floor coverings from time to time and as necessary.

The Service Provider and its Staff have a duty to advise the Purchaser timeously of any issues or concerns relating to the facilities, accommodation, furniture provided by the Purchaser, and where relevant, the Service Provider shall remove any damaged items from use. The latter obligation also includes Service Provider supplied materials or Equipment. The Service Provider shall provide all teaching materials and learning resources including, but not limited to stationery, pens, pencils, rulers, books, calculators, DVDs, picture library etc. and equipment, **not** provided by the Purchaser (this includes all IT equipment in the Learning Centre), that are required to deliver the Services.

The Service Provider shall ensure and provide that sufficient administrative support is included in the delivery of the Services.

**4.2 Information Technology and Developments in e-learning**

**4.2.1** The Service Provider shall provide and ensure the consistent availability of a suitable IT based learning environment with sufficient, up to date Equipment and learning software / applications within the Establishments to address the identified learning needs indicated in the Annual Learning Plans.

 The Service Provider shall therefore undertake the provision, maintenance and any training in the use of IT / hardware and software (including licencing) necessary for the efficient delivery of the learning opportunities and Services within the Learning Centres or other parts of each Prison e.g. the library or a residential area, or a workshop area as mutually agreed. This will include:

* The Service Provider carrying out a full IT Equipment refresh on commencement of the Contract with the quantities and types of Equipment and the relevant licenced software and applications to operate this;

***Note:*** *The* Service Provider has indicated that *the IT Equipment will be refreshed at the Contract commencement, at minimum, on a 1:1 basis within each Establishment however the Service Provider has flexibility to provide additional Equipment, or to relocate Equipment within the prison estate where the Service needs support this.*

* The provision of a non-Internet platform of e-learning resources for use within individual Learning Centres via local servers to replace or develop the Moodle Offender Learning Environment (MOLE) platform. The Service Provider shall either integrate this platform into the development of IT and e-learning opportunities within the Learning Centres or provide a suitable equivalent alternative;

***Note:*** *The IT solution and Equipment should provide secure intranet access to a virtual learning environment and support an electronic solution to individual planning such as e-portfolio (which gives the Learner ownership of elements of their plan) and be ready to provide secure Internet access.*

* Setting-up a secure local education domain on a local area network within the Learning Centres;
* Designing and introducing an acceptable IT use policy and associated documentation to manage access to IT equipment by Learners;
* Providing Learners with access to learning opportunities via a username and password unique to them which is set up on the local Learning Centre server by local Service Provider Staff;
* Providing each Learner with access to IT facilities and agreed virtual learning environment, with an allocated learning space on the local Learning Centre server where work can be saved;
* Ensuring that all means to enable external communications has been disabled on the hardware brought into the Prison;
* Personal / Desktop Computers (PC’s) shall be password protected with locks to preclude individuals opening the devices;
* Undertaking regular security checks of the hardware and maintain records of such, regularly clean the hard drives and assure and ensure that the hardware is not being used for any purpose other than its intended use;
* Providing the learning representative at the prison with access to the hardware and software for security purposes as and when required;
* Providing back-up support to ensure the maintenance and smooth operation of the IT equipment (Note: The Purchaser's expectation is that IT and systems availability be consistently maintained at the agreed number of PCs per Establishment, and that there are no periods where availability or numbers materially reduces (or affects access to learning) through Equipment failure. A few days to swap-out / replace any failed IT would be generally acceptable; non-availability for weeks at a time is not);
* Maintaining an inventory of IT equipment provided under the Contract, undertake a fit for purpose assessment and provide as part of the annual plan consideration of any need to update / renew any IT Equipment or to undertake the movement of IT resources between prisons (as required to support delivery of the ALP); and
* Ensuring all electrical equipment is PAT tested and certified in accordance with best practice or any legal requirements.

**4.2.2** **E-Portfolio**

The Service provider has undertaken as part of the Services to introduce an electronic e-portfolio system and replicate the existing “Badge” system used in the wider Fife College within the prison learning environment.

The electronic solution (e-portfolio) will enable relevant information about the Learner and their progression or achievements (qualifications, certification, badges, etc) to be recorded electronically by the Service Provider.

The Service Provider shall ensure that the e-portfolio system is accessible *(on an password access controlled basis)* to the Purchaser to enable relevant staff subject to arrangement *(e.g. Personal Officer, vocational training instructors, etc)* to either input information about a prisoner / Learner, or for Purchaser staff to be able to access and review information regarding individual Learners to support Case Management processes, SPS labour & training allocations, etc. The e-portfolio system will be configured to produce relevant outcome and management information on a per Establishment and aggregate SPS-wide basis; such information being provided or available and accessible to the HQ Learning & Skills Team.

The e-portfolio system will be enabled to facilitate the Learner having ownership of elements of their plan and, at or following liberation, being able to retain and access details of the learning outcomes / certifications they achieved whilst in custody. The Service Provider shall ensure that access is provided through a range of options *(paper or electronic)* which recognises that a Learners may have varying access to IT and internet following liberation.

The Service Provider shall ensure that the e-portfolio records for individual learners are *(subject to the Data Protection Act)* retained following liberation, and that dormant e-portfolio records can be reactivated for persons who may return to custody.

**4.2.3 E-Enablement (Internet).**

 Whilst the Purchaser does not currently permit prisoner Learners to access the Internet, the Purchaser has committed to exploring the use of secure technologies during the lifetime of the Contract. Any system and any new IT Equipment provided should be capable of supporting secure & managed Internet access when required / available without changes to the IT Equipment.

In addition to the points at 4.2.1 and 4.2.2, if there is a move towards some form of data centre environment, any devices operated on Walled garden/PPN network would not be able to access the main SPS corporate network. Use of the devices shall be controlled and managed to ensure that only the material required / approved is accessible and that end users cannot adjust configuration on the devices. SPS would require disk encryption on the devices. The Service Provider’s acceptable IT use policy and associated documentation to manage access to IT equipment by Learners should be updated to reflect any revisions to the system architecture and accessibility.

The Service Provider is expected, however, to maximise the use of **e-learning and e-assessments** within the above constraints, utilising an internal intranet network system (provided by the Service Provider) for delivery of e-enabled learning within each Establishment. This system should be utilised to host a wider range of learning programmes and potentially be developed for Screening processes, learning records and shared folders.

The Service Provider shall facilitate prisoner access to e-learning for vocational skills and assessment through the intranet network system e.g. the Construction Skills Card (CSC).

**4.2.4** **Ensuring the IT Environment supports the ALP**

The Service Provider ensure the consistent availability of a suitable IT based learning environment with sufficient, up to date Equipment and relevant learning software / applications within each Establishment to address the identified and foreseeable learning needs indicated in the Annual Learning Plans up to the Expiry Date of the Contract. The Service Provider will, where necessary, undertake a light-touch IT Equipment and software refresh or move relevant resources to address the above (dates and scheduling of any material change or additions to be agreed with the Purchaser).

Notwithstanding the above, the Service Provider retains full responsibility to ensure high availability uptime of the IT based learning environment & Equipment consistent with addressing the learning needs and demand in each Establishment. For the avoidance of doubt, the Purchaser envisages that 90%+ of the allocated IT Equipment in each Establishment will be fully operational and available daily for Learner use.

**4.2.5** The Purchaser expects that the Service Provider will also work with the Purchaser and various partners in using IT and IT based materials to improve prisoners’ learning and outcomes.

**4.2.6** The Service Provider shall have compatible e-mail facilities and shall facilitate electronic communication between all parties involved in the Contract.

**4.2.7 Access to the Purchasers PR2 System**

**4.2.7.1** The Purchaser shall provide reasonable sufficient access to the SPIN (Scottish Prisons Information Network) and IT system to enable the Service Provider’s Staff to:

* Update relevant prisoner database / records on PR2 daily; and
* Enable communication via e-mail with staff that have an e-mail account on the Scottish Prisons Information Network (SPIN) system and with external organisations including the Service Provider’s own host organisation.

**4.2.7.2** All access to the SPS IT networks and PR2 database is provided in accordance with, and subject to, the relevant SPS IT / Internet use policies which include specific provisions about control of information and appropriate use / communications.

**4.2.8** **STIR Magazine (and other prison education publications)**

**4.2.8.1** The Service Provider shall provide a suitable technology platform (I-MACs, MacBooks and relevant software) to enable and support the continued production, editing and distribution of the STIR magazine (three editions per annum) *(currently produced at HMP Shotts).* The Service Provider shall be expected to maintain the current production and circulation.

**4.2.8.2** The Service Provider shall also design, edit, produce and circulate the following two e-publications to relevant stakeholders and partners *(distribution list TBA and periodically reviewed with the SPS):*

* European Prison Education Association periodical – two editions per annum *(currently produced at HMP Barlinnie)*, and the
* Education Newsletter - three editions per annum *(currently produced at the Open Estate).*

**4.2.8.3** Any revisions to the above publications (e.g. frequency or location of production, format, distribution list, etc) will be agreed with the SPS Head of Learning & Skills as part of the Annual Learning Planning cycle.

**4.3 Equality & Diversity**

**4.3.1** The Service Provider shall comply with the specific provisions of the Equality Act 2010, and the general public sector duty to promote equality. The Service Provider shall ensure that the Services provided are sensitive to, and respond to the needs of individuals in general and specifically within the nine protected characteristics (age; disability; gender reassignment; marriage and civil partnership; pregnancy and maternity; race; religion or belief; sex; and sexual orientation) as defined in the Equality Act 2010. This will include, but not be limited to ensuring that:

**4.3.1.1** The Service Provider Staff used for the Services shall be trained in, and aware of, the provisions of the Equality Act 2010; and

**4.3.1.2** The behaviours and Services provided shall reflect the ethos of the Equality Act in terms of non-discrimination, accessibility, and promotion of the key facets of the Public Sector Equality Duty (PSED). The PSED seeks to eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under the Equality Act; to advance equality of opportunity between persons who share a relevant protected characteristic and those who do not; and to foster good relations between persons who share a relevant protected characteristic and persons who do not share it.

**4.3.2** The Service Provider shall seek to directly and indirectly support activities which foster good relations between Staff, prisoners and persons who share a relevant protected characteristic and persons who do not share it either through the Service Provider engaging in activities which promote good relations per se, highlighting case studies which promote positive role models, engaging in targeted activity as part of the Services or as an organisation in its own right, or through supporting the Purchaser’s activities in this area e.g. the LGBT network, participation in community events such as PRIDE or Bi-Visibility, day, etc.

 Prison education publications *(Schedule B para 4.2.7)* and project themed learning may be utilised to support and promote good relations, relevant activities or events as part of project themed learning.

**Equality of Access - Learning Difficulty and/or Disability.**

**4.3.3** The Services provided shall support the specific and implied provisions of the Equality Act 2010 (e.g. in terms of accessibility and the Service Provider making and undertaking reasonable adjustments to reflect and seek to address the learning needs of individuals with a disability; sight impairment; individuals who may suffer from one or more Learning Difficulty and/or Disability (LDD) or condition such as dyslexia, or dyscalculia, dysgraphia etc; individuals suffering from Mental Health or Addictions issues; individuals for whom English may be a second language; and individuals with a history of poor engagement in learning or who have negative experiences of learning *(due to some of the above factors or other reasons).*

The Service Provider’s proposal (Schedule D, Part 1, section 3.1) reflects delivery of a curriculum and range of service activities intended to engage the variety of individuals in custody including screening tools, having information and systems (on-line) that facilitate access and being able to make reasonable adjustments.

**4.3.4** The Service Provider shall maintain systems to monitor and address any compliance issues relating to the Equality Act 2010 whether within its Staff group, or issues raised by Service users (Learners), or the Purchaser. The systems shall record response handling and any actions taken.

**4.4 Higher Education Access Scheme (HEAS) and distance learning provision**.

The Service Provider will facilitate and support the implementation and operation of the Higher Education Access Scheme (HEAS) and distance learning provision. This work will be developed in conjunction with the Purchaser’s HQ based Learning & Skills team and designated representatives from each Establishment.

The Service Provider’s specific operating responsibilities include assisting individuals to apply and progress access to higher education opportunities subject to agreed criteria (e.g. Higher Education Access Scheme Guidance. Access to a range of distance learning or Intranet based programmes at SCQF levels 5, 6, 7 and 8 should also be available).

**4.4 Risk Assessments.**

The Service Provider shall ensure that appropriate Health and Safety risk assessments are undertaken (a joint risk assessment and exchange of information with the Purchaser) to ensure compliance with its legal obligations for Service Provider personnel providing the Services at the Establishment. This shall include any specific risk assessments associated with medical conditions, maternity amongst Service Provider personnel or occasioned through the Disability Discrimination Act 1995, or where ‘reasonable adjustments’ within the workplace may be required and accommodated within the operational setting of a prison (see section 4.5 of this Schedule B).

Where the Service Provider is delivering the Services within vocational training or other shared activity areas, the Service Provider shall highlight any concerns regarding working practices or health and safety which may affect the Staff, prisoners or Purchaser personnel.

**4.5 Operational Realities of Working within a Prison Environment.**

This short overview highlights some of the limitations and complexities which need to be taken into account when planning a realistic and feasible programme of learning opportunities within a custodial environment.

**4.5.1 Regime Timetabling.**

All of the closed Prisons / YOI’s operate a timetable of daily events within which the Service Provider must operate. Most Establishments, with the exception of the Open Estate, operate daily regimes which means that prisoners are moved at specific times of the day from one location to another, in large groups from different locations and in a planned and systematic way under the supervision of Prison Officers.

In addition many Establishments house distinct prisoner population groups which must be kept separate for Operational reasons and / or individuals who must not come into contact with each other. This system of planned movement of prisoners and the necessity to keep certain categories of prisoner separate has considerable implications for the opening times of the Learning Centres.

The Service Provider will timetable Learners to attend learning opportunities at pre-set times and within agreed locations based around AM or PM sessions. This requires pre-planning and communication with the Purchaser staff responsible for supervising those Learners. The duration and timings of the learning opportunities and the ways in which different groups can have proportionate access to the delivery of the Services across the Establishment, will be agreed within each Establishment Annual Learning Plan (ALP).

The legal entitlement of prisoners and the consequent operational management issues largely dictate the daily timelines within each Establishment. As a result, most Establishments have a 2 hour period in the day where services are not delivered (usually from approx. 1200 – 1400 hrs). While it may be possible to conduct 1:1 or small group work during this time (subject to agreement with the local Establishment) the Purchaser expects these periods to be used productively for planning, developing teaching material and preparation of class time etc. and for administration, updating records / data management activities (e.g. updating PR2, PDP’s etc.).

**4.5.2 Security Supervision.**

Each Learning Centre has at least one Prison Officer who will be responsible for providing discipline/security cover and can act as an interface to other parts of the Prison e.g. to ensure Learners who don’t attend as timetabled are followed up with the Purchaser’s residential staff to find out why.

Operational requirements within a prison will take precedence. As such there may be occasions when prisoners are not made available to the Service Provider (this may be due to an operational incident or a planned large scale area search). There will likely be little or no notice of such activities and again the Purchaser would expect the Service Provider to utilise these periods productively for planning services, developing teaching material and preparation of class time etc. and for the administration, data management and maintenance of the service (e.g. updating the agreed record systems PR2, PDP’s etc).

**4.5.3 Obligations on Civilians Working in Prisons.**

As civilians working within prisons, Service Provider Staff may be trained and authorised to carry security keys which enables independent movement around the Prison to meet Learners out-with the Learning Centre e.g. to undertake planned learning sessions in the vocational training facility or in a residential area. It should be noted that access to security keys and unescorted movement within prisons is conditional on completing the training and maintaining training competence in the requirements set out in paragraph 2.4.2, Staff Induction and Ongoing Training Requirements.

The Service Provider should note that certain medical conditions such as persons taking drugs which thin the blood or conditions where individuals may have seizures or fits (epilepsy) may be considered to affect the individual’s capability to either undertake elements of the core training, to hold prison security keys, or to work in prisoner facing contact situations.

Failure to maintain **competence in core training** may result in Service Provider Staff being denied access to certain areas of the Establishment; denied access to keys, or refused entry to the Establishment until the training need is met *(subject to the Purchaser making the training available and notifying the Service Provider of the training dates e.g. there being no Purchaser Failure).*

Inability of individual Staff members to undertake, complete or refresh core training will likely lead to a requirement for the Service Provider to re-deploy the person concerned and provide substitute Staff to enable performance of the relevant parts of the Services. This would include where Staff notify the Service Provider of pregnancy; in such circumstances Purchaser practice is to deploy individuals into non-prisoner contact situations.

A criminal record *(apart from minor offences)* will generally disqualify individuals from working in prisons. All persons working in prisons are therefore subject to checks via Disclosure Scotland. The Service Provider shall ensure that it operates HR processes which enables the identification and notification to the Purchaser of any change in an individual’s **Disclosure Scotland** status; noting that some offences are likely to lead to persons being refused entry to work in an Establishment. Persons working in (or visiting) prisons should also note the specific rules and regulations regarding the range of **items which are prohibited within prisons** *(see Schedule A, clause 7).*  Persons introducing Prohibited Items into prisons may be referred to Police Scotland.

All access to the Purchaser’s IT network and PR2 database is provided in accordance with, and subject to, the relevant Purchaser IT / Internet use policies which include specific provisions about control of information and appropriate use / communications. Inappropriate use of the systems or information obtained from use of the systems is likely to result in the matter being referred to the Service Provider for investigation and potential action. Notwithstanding this, the Purchaser may take steps to protect information including placing immediate restrictions on the individual’s use of prison based IT systems.

Service Provider Staff can, subject to local arrangements, access the Purchaser’s staff facilities such as the staff muster room, or prison gym, or access relevant Purchaser networks such as the LGBT group, etc. Use of the prison video conference facilities would be subject to local agreement and pre-booking.

1. **Service Implementation AND EXIT**

**5.1 Migration of Services.**

During the implementation period following the award of the Contract up to the Commencement Date and in the period immediately following this date the Service Provider’s team shall work closely with the HQ Learning and Skills Team and each Establishment to ensure that they fully make–ready to deliver the Services within each individual prison. The Service Provider shall also liaise with the current service provider(s), and the affected staff group to ensure a smooth, managed integration of the new Service arrangements and the Commencement Date.

The Service Provider shall provide an implementation plan which shall address how the Service Provider plans to migrate and implement services within the specified timescales to ensure delivery from the Commencement Date. The implementation plan shall as a minimum, include and address:

* Producing a detailed project and activity milestone timelines (reflected within a GANNT chart / project plan) which includes the scheduling of the relevant key tasks including (where relevant) those indicated below:
* TUPE – communication and handling
* Recruitment of any new or additional Staff including obtaining Disclosure Scotland;
* Induction and mandatory Purchaser training of any new Staff or those due Refresher to maintain competency ;
* Drafting final versions of each Establishment’s Annual learning Plan which includes obtaining agreement with the learning representative from each Prison on the range of learning activities to be offered;
* Ensuring familiarity and operation of Service Provider Staff with the agreed literacies Screening tool;
* Establishment of lines of communication for all prison and SPS Headquarters including the national Contract Manager and the SPS Head of Learning & Skills;
* Development of any specific policies, procedures or reporting arrangements required to deliver the Contract;
* Mandatory training requirements for all Staff to ensure continued competence; and
* Managing the IT refresh and enablement of the e-portfolio system to minimise disruption to learning continuity.
* The Service Provider’s focus will be to ensure a new IT environment with the prison learning centres currently operated by New College Lanarkshire (NCL) within 1 month of the contract Commencement Date. The Service Provider shall maintain its current IT resources in the prison learning centres currently operated by the Service Provider, and fully complete the IT refresh within these learning centres within 2 months of contract Commencement Date. The Purchaser acknowledges that there may be a consequent short transitional period where some current NCL operated prison learning centres may be without full IT learning resources.
* The e-portfolio system will be installed on the IT equipment at the date of delivery to each establishment. The Service Provider will progressively train the staff in the use of the e-portfolio system such that it is fully operational and used across all Establishments by the end of January 2018.
* The Service Provider plan shall include details of any support required from the Purchaser or outgoing service Provider(s) to facilitate transition and introduction of the new Contract / Services.
* The Service Provider shall maintain a Risk and Issues log and exercise relevant project management of the implementation of the Services.

The Service Provider shall ensure that they complete all necessary enabling and start-up actions indicated in the implementation programme by the Contract Commencement Date, and then follow-up agreed actions and activities in accordance with any dates or programme agreed with the Purchaser.

**5.2 Service Exit Plan and Transition.**

The Service Provider shall provide all reasonable assistance, cooperation, and support to the Purchaser and any incoming service provider to ensure the continued provision of Services during any migration and transition of the Services. Cooperation shall include the Service Provider developing and managing the Exit Plan migration in the period up to and, where necessary, immediately following the Expiry Date of the Contract.

The Service Provider shall establish an Exit Plan in accordance with the terms of condition 42 of Schedule A. This will include maintaining delivery and continuity of agreed and timetabled Services up to the Exit Management Date whilst supporting a transition of services to another party. The transition element will include providing timeous and accurate information to enable, where appropriate, the Relevant Transfer of Staff.

The Service Provider’s Exit Plan shall reflect the managed transfer / migration of information held within the e-Portfolio system in such form and data content as the Purchaser may reasonably require to maintain visibility of the Learner records, achievements, Badges, etc, and to support such information being uploaded into any new system provider that may be utilised within the next generation of Services. At minimum all historical key information will be held on PR2 and all learner records held in the Service Provider’s e-portfolio / iportfolio format would be transferred to the incoming provider.

The Service Provider shall, as part of the Exit Plan, remove all IT Equipment and materials provided by the Service Provider at the end of the Contract Term (subject to the provisions of Schedule B, para 5.2.1 below). In the latter situation, the Service Provider shall arrange the secure disposal of used Equipment (IT) such that there is no risk of unanticipated access to information or any Personal Data or Sensitive Personal data held within the Equipment, hard drives or other memory devices.

**5.2.1 End of Contract IT Continuity.**

The Service Provider shall ensure that the Purchaser prison learning centres *(including any new service provider appointed by the Purchaser)* are able to continue use of the IT system & Equipment supplied by Fife College on an interim basis for period of up to 3 months following the expiry (or termination) of this Contract. This measure is intended to support practical management of any new service provider changing / refreshing the IT system whilst minimising disruption to the Establishments and prisoner learning.

The parties acknowledge that software licenses are held by Fife College, and that these will transfer during the contract transition in so far as possible. The parties acknowledge that, due to software licensing provisions, the new service provider may need to provide the IT learning materials and specific learning software packages to operate on the Equipment. The Service Provider hereby grants authority for any incoming provider to install software onto the legacy hardware and to use this to provide services. The monthly charge for this end of Contract IT flexibility in indicated in Schedule C, Pricing as the Note 2.1 to Table 4.

The Service Provider, or their appointed IT provider as notified to the SPS, retains responsibility for the decommissioning and removal of the IT Equipment at the end of the Contract, or on a planned step-out basis during any end of contract transition period.

Subject to Clause 27.1 (Indemnity & Insurance) of Schedule A, the SPS acknowledges that loss or damage to the IT Equipment that it is caused by the negligence or wilful misconduct of the Purchaser or by breach by the Purchaser of its obligations under the Contract during an end of contract transition (where the Service Provider is no longer contracted to work in the prisons) shall be the responsibility of the Purchaser. In such circumstances, the SPS’s maximum liability for loss or damage shall be limited to the depreciated value of the affected Equipment.

**This is Schedule B of Contract 01133 between Fife College**

**and the Scottish Ministers**

**Part 2 of Schedule B, performance Management**

**1.0 Principles of Performance Management.**

1.1 The Service Provider shall monitor and self-report its performance against the Contract to the Purchaser in accordance with the Management Information and Outcome Reporting provisions indicated in Schedule B; and against the specific Performance Measures indicated in this Part 2 of Schedule B.

1.2 In the event of the Service Provider failing to achieve the relevant requirements of a Performance Measure in a given month, the relevant Service Credit(s) will apply, and be credited to Purchaser by way of a Credit Note.

1.3 For all Performance Measures, a ‘£ value per incident’ scheme applies where each Performance Measure incident is recognised, recorded and applied. The £ value of each Service Credit is indicated in the Table at paragraph 3 of this Part 2 of Schedule B and this will be m*ultiplied by t*he number(s) of each Performance Measure incident(s) recorded in each month to determine the aggregate accrued Service Credit contribution for each month.

1.4 The Performance Measures shall become effective from the Commencement Date. The parties agree that any Credit Note for Service Credits may be a provided a calendar month in arrears relative to the monthly invoicing. This reflects that the Reporting *(section 2 below)* of performance and any resulting Service Credits is 5 working days after the end of a calendar month.

1.5 The calculation of all Performance Measures and Service Credit amounts shall exclude incidents which the Purchaser agrees to accept as either Purchaser Failure or Excusable Failure. The Service Provider’s reporting shall identify all such incidents.

1.6 Multiple or discrete concurrent Performance Measure incidents within individual Premises shall be recorded as separate incidents, with each incident then subject to the accrual of the relevant Service Credit. Performance Measure 1 which is a cumulative measure based on elapsed AM /PM periods where Services have not been provided.

1.7 The provisions of this Part 2 of Schedule B should be read in conjunction with the provisions of Schedule A, condition 14, Service Levels and Service Credits.

1.8 The payment of Service Credits and payment by the Service Provider of any amounts arising under this Part 2 of Schedule B shall not exclude the Purchaser from exercising any other remedies available in the Contract.

**2.0 Reporting against the Performance Measures.**

2.1 The Service Provider shall, in accordance with the provisions indicated in the Contract, monitor and self-report performance against the Performance Measures (Part 2 of Schedule B) on a monthly basis within 5 working days of the end of a calendar month. This data set shall include monthly reporting analysed by Establishment against all of the Performance Measures detailed in this Part 2 of Schedule B. This reporting is additional to the activity and outcome reporting indicated elsewhere in the Contract (e.g. *Appendix 4 of Schedule B).*

2.2 Multiple Performance Measure failures shall be recorded individually. When submitting such reports to the Purchaser, the Service Provider shall also detail the actions taken by the Service Provider to introduce effective remedies to bring performance up to the required contractual standards.

 The Service Provider shall also prepare and submit, where relevant, action plan(s) to the Purchaser identifying any on-going performance issues where Service Provider action is required to reduce the risk of potential and/or repetitive Service Provider Failures.

2.3 The Service Provider shall ensure that its data and records for Performance Measures are current and up to date at all times. The Service Provider’s data and records shall be made available for review and analysis by the Contract Manager upon request including occasions when these are required to support any investigation, clarification or arbitration of the Service Provider’s performance against the contractual standards.

**3.0 Performance Measures.**

3.1 The Performance Measures detailed in this Table relate to each incident where Service Provider Failure leads to a Performance Measurement incident:

|  |  |  |
| --- | --- | --- |
| **Performance Measure** | **Performance Measure description** | **£ Service Credit Value** |
| 1. Failure to deliver programmed activity. | Each incident where a scheduled L&S session *(AM or PM)* is not provided due to non-availability of a suitably qualified Service Provider Staff to deliver the scheduled classes / curriculum.The Performance Measure applies from the first incidence of a scheduled activity not being provided.  | £150 per day (*i.e. £75 per AM or PM)* for each un-filled L&S session of the first 5 days;£200 per day (*i.e. £100 per unfilled AM or PM session)* for any continued period thereafter.  |
| 2. Failure to undertake Screening *(Schedule B, paragraph 2.1.2).* | Each incident where the Service Provider fails to ensure that initial Screening is conducted for each eligible prisoner.  | £50 per incident |
| *Note: Any Screening and any refusals to be Screened or participate in Screening shall be noted via prisoner disclaimer and recorded in PR2 within 5 working days of the activity.* |
| 3. Failure to establish a PDP *(Schedule B, paragraph 2.1.5).* | Each incident where the Service Provider fails to ensure that each prisoner eligible for a PDP and who enrol at a learning centre receive a PDP within 14 days of enrolment in the learning centre.  | £50 per incident |
| 4. Failure to review a PDP*(Schedule B, paragraph 2.1.5).* | Each incident where the Service Provider fails to ensure that each prisoner receives a documented review of their PDP no less than at six-monthly intervals (or more frequently in accordance with prisoner progression) within +/-5 Working Days of the scheduled date for the review. | £50 per incident |
| 5. Accurate and timeous performance reporting as detailed within the contract. | Each incident where the Service Provider fails to monitor and accurately report its performance to the Purchaser as detailed within the Contract e.g. Incidence of inaccurate, incorrect, late or failure to report any performance measure to the Purchaser. Failure includes where the Purchaser has cause to query or reject a submitted report as inaccurate or incomplete. | £500 per failure incident |

**4.0 Service Credits.**

4.1 The Service Credit amount arising from each Performance Measure incident / Service Provider Failure shall be calculated monthly :

The agreed £ value per Point (as specified in paragraph 1.8 of this Schedule B);

*multiplied by*

The number(s) of each Performance Measure incident(s).

The Service Provider’s reporting *(see section 2.0, Reporting above)* of the Performance Measure incidents per Establishment and in aggregate across all prisons will note any instances where Purchaser Failure or Excusable Failure contributed to a failure to perform.

4.2 The sum arising from these calculations (para 4.1 above) will be paid/credited to each Establishment as the total monthly Service Credit amount (less any sum that the Purchaser accepts as due to Excusable Failure or which are attributable to Purchaser Failure). The value of Service Credits in any given month will be calculated and submitted to the Purchaser as a Credit Note or adjustment to the invoiced amount within 10 Calendar Days of the end of each reporting month.

4.3 Service Credit amounts arising from the application of Performance Measures (Part 2 of Schedule B) shall be either indicated a net deduction on the monthly sum invoiced to each Establishment *(in accordance with Schedule C, Price Document)* or subject to a separate Credit Note for the month concerned.

End of Part 2 of Schedule B

**This is Schedule B of Contract 01313 between Fife College**

**and the Scottish Ministers**

**Appendix 1 of Schedule B**

**List of Prisons**

The Services shall be provided and performed within the following Scottish prisons (1 to 13) below:

|  |  |  |
| --- | --- | --- |
|  | **Establishment**  | **Address** |
| **1** | **Barlinnie**  | HMP Barlinnie, Glasgow, G33 2QX |
| **2** | **Castle Huntly** | HMP Castle Huntly, Longforgan, Nr. Dundee, DD2 5HLThis Establishment is also referred to as the ‘Open Estate’ |
| **3** | **Cornton Vale** | HMP & YOI Cornton Vale & Institution, Cornton Road, Stirling, FK9 5NY |
| **4** | **Dumfries** | HMP Dumfries, Terregles Street, Dumfries, DG2 9AX |
| **5** | **Edinburgh**  | HMP Edinburgh, 33 Stenhouse Road, Edinburgh, EH11 3LN |
| **6** | **Glenochil**  | HMP Glenochil, King O’Muir Road, Tullibody, Clackmannanshire, FK10 3AD |
| **7** | **Grampian** | HMP & YOI Grampian, South Road, Peterhead, AB42 2YY |
| **8** | **Greenock** | HMP Greenock, Gateside, Greenock, PA16 9AH |
| **9** | **Inverness** | HMP Inverness, Porterfield, Inverness, IV2 3HH |
| **10** | **Low Moss** | HMP Low Moss, Crosshill Road, Bishopbriggs, Glasgow, G64 2PZ |
| **11** | **Perth**  | HMP Perth, 3 Edinburgh Road, Perth, PH2 8AT |
| **12** | **Polmont**  | HM & YOI Polmont, Brightons, Falkirk, Stirlingshire, FK2 0AB |
| **13** | **Shotts**  | HMP Shotts, Shotts, ML7 4LF |
| **In addition, the Purchaser operates from the following non-custodial premises:** |
|  | **Headquarters** | SPS, Calton House, 5 Redheughs Rigg, Edinburgh, EH12 9HW |
|  | **SPS College (SPSC)** | SPS College, Newlands Road, Brightons, Falkirk, FK2 0DE  |
|  | **SPS Fauldhouse** | Central Store, Main Street, Fauldhouse, West Lothian, EH47 9DJ |
| **Note:** The Contract specifically excludes the privately operated prisons at HMP Addiewell and HMP Kilmarnock. |

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**Appendix 2 OF SCHEDULE B**

**VISION OF THE SPS**

The revised Vision, Mission and Values are central to the SPS’s new direction. The aim has been to build on the already strong foundations of SPS to develop an improved focus and investment in rehabilitation and reintegration services that assist offenders towards responsible citizenship.

The **New Vision** sets the **New Direction** for the future which is:

**Helping to build a safer Scotland-Unlocking Potential-Transforming Lives**

The **New Mission** sets out how the new Vision will be delivered:

**Providing services that help to transform the lives of people in our care so they can fulfil their potential and become responsible citizens**.

The New Vision and Mission establishes SPS’s commitment to:

* View ourselves as part of the 'whole system';
* Develop a person-centred, asset-based approach;
* Promote individual agency and self-efficacy to realise potential;
* Strengthen links into communities and support through-care; and
* Professionalise and invest in SPS staff as effective change agents.

The **Operating Task** of SPS:

**Helping to protect the public and reducing reoffending through safe and secure custodial services that empower offenders to take responsibility and to fulfil their potential.**

SPS achieves this through:

**Custody**- Managing safe and secure custodial environments;

**Order**- Providing stability and order that helps offenders to transform their lives;

**Care**- Supporting wellbeing and treating with respect and humanity all in our care; and

**Opportunity**- Providing opportunities which develop the potential of staff, our partnerships and the people in our care.

The review also redefines the core Values of SPS. The need for clear guiding principles and values that orientate organisational behaviour are important and inescapable as a human service organisation that is committed to respecting human rights. Our values need to be consistent with the unique nature and responsibilities of our business.

Our Values are:

**Belief**- we believe that people can change.

**Respect**- we have proper regard for individuals, their needs and their human rights.

**Integrity**- we apply high ethical, moral and professional standards.

**Openness**- we work with others to achieve the best outcomes.

**Courage** - we have the courage to care regardless of circumstances.

**Humility**- we cannot do this on our own, we recognise we can learn from others.

The New Vision and Mission of SPS are a call to action which will drive our decisions, resource allocation, actions and priorities.

**Appendix 3 OF SCHEDULE B**

**ESTABLISHMENT PROFILES (FOR INFORMATION ONLY)**

The following pen portraits below provide an indicative overview (at September 2016) of the Learning & Skills provision within each Establishment and the Purchaser provided accommodation (Classrooms) which are likely to be available for use by the Service Provider. The accommodation indicated may, for various operational or other reasons, require to be varied during the term of the Contract and accordingly the Purchaser offers no guarantees, nor exclusive use of the accommodation. Prison route movements at the start and end of each AM or PM learning period are noted to take between 10 to 20 minutes (Establishment specific).

The Purchaser anticipates that any revisions to the prison infrastructure (including the learning environment provided by the Purchaser), prisoner numbers and associated revisions to the learning opportunities provided would be discussed and managed through the Annual Learning Plan. Any material adjustments and rebalancing of Service needs may however be subject to Contract amendment.

**Establishment Profile: HMP Barlinnie**

HMP Barlinnie receives all male prisoners from the courts in the West of Scotland. It holds adult remand prisoners and prisoners serving less than 4 years for the duration of their sentence. It allocates suitable prisoners from its convicted population to a range of lower security Prisons, and manages prisoners serving sentences of 4 years or more in the initial phases of their sentence, until places become available for them in the long term prisoner system or for specific management reasons. Barlinnie also has a facility that holds protection prisoners and sex offenders who are separate from the main population. Letham Hall serves as a National Top End for long term prisoners nearing the end of their sentence who have been approved for community access.

**Learners:** Males, remand and convicted, who are serving less than 4 years. Also, a National Top End for men who are approaching release and, as part of their preparation for open conditions, can have access to the community.

**Learning Centre Operational Hours:**

Mon-Fri 0800 – 1150; 1320 – 1600

**Prisoner Learning Hours delivered over the last 3 years:**

* 2013/14 – 48,406
* 2014/15 – 52,783
* 2015/16 – 57,833

**Total number of certifications of accredited courses over the last 3 years:**

* 2013/14 – 867 SQA + 90 other accredited courses
* 2014/15 – 808 SQA + 99 other accredited courses
* 2015/16 - 800 SQA + 216 other accredited courses

**Literacies Levels (of those undertaking Screening in the last 3 years)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Total Number of Learners Completing Literacy Screenings | Number of Literacy Learners at Level 4 and Below | Percentage of Literacy Learners at Level 4 and Below | Number of Literacy Learners at Levels 2 and 3 | Percentage of Literacy Learners at Levels 2 and 3 |
| 2013-14 | 1,202 | 820 | 68% | 508 | 42% |
| 2014-15 | 988 | 655 | 66% | 423 | 43% |
| 2015-16 | 1,081 | 754 | 70% | 469 | 43% |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Total Number of Learners Completing Numeracy Screenings | Number of Numeracy Learners at Level 4 and Below | Percentage of Numeracy Learners at Level 4 and Below | Number of Numeracy Learners at Levels 2 and 3 | Percentage of Numeracy Learners at Levels 2 and 3 |
| 2013-14 | 1,205 | 1009 | 84% | 526 | 44% |
| 2014-15 | 988 | 844 | 85% | 504 | 51% |
| 2015-16 | 1,073 | 977 | 91% | 567 | 53% |

**Classrooms:**

* 4 general purpose classrooms which holds up to 12 prisoners;
* 1 computer room which can hold up to 13 men
* 1 art/general room which holds up to 10 men
* IT resources include 19 personal computers and 3 printers;

**Library**

The library at HMP Barlinnie is well stocked and operates in the context of a partnership with Glasgow Life. It is managed by two SPS Officers and the learning centre works closely with the library on Live Literature events and other initiatives.

**Activities and Work that provide potential for contextualised Learning Opportunities:**

Painting and Decorating; Hairdressing; Roofing; Bricklaying; Plumbing; Joinery; Industrial Cleaners; Manual Handling; Food Hygiene; Food Nutrition; Forklift Truck Operation; Physical Education; Recycling centre; Timber Assembly; Metal Fabrication; Timber Products; Gardens; Catering and Laundry

**Specific Needs:**

As Barlinnie serves mainly a transient population, there is a need to tailor learning opportunities to men who are in prison for very short periods of time. There is also a requirement for provision of Learning for men in the Day Care Unit, which requires an understanding of mental health issues. In addition Distance and Higher Learning support are required for the long term population.

**Establishment Profile: HMP Castle Huntly**

HMP Castle Huntly, an open prison, focuses on providing core skill and life skill training and transitional/through-care for men working towards a structured reintegration into society. It holds low supervision adult males serving 18 months and over, including life sentence prisoners, who have been assessed as suitable to serve part of their sentence in open conditions. It also holds a small number of men convicted of sexual offences. The current population of Castle Huntly is 284, all men are eligible to access Learning.

**Learners:**  Adult males who are approaching release who have been assessed as being suitable for open conditions and, as such, have reached the highest level of progression in the Scottish Prison Service as they prepare for life in the community. Activity focuses on enhanced personal responsibility, job readiness and positive citizenship.

**Learning Centre Operational Hours:**

Mon – Fri 08.30 – 12.00; 13.00 – 16.00 & 19.00 – 20.30 Tuesday and Thursday.

**Prisoner Learning Hours delivered over the last 3 years:**

* 2013/14 – 20,106
* 2014/15 – 25,890
* 2015/16 – 22,950

**Total number of certifications of accredited courses over the last 3 years:**

* 2013/14 – 183 SQA + 44 other accredited courses
* 2014/15 – 264 SQA + 130 other accredited courses
* 2015/16 – 261 SQA + 548 other accredited courses

**Literacies Levels (of those undertaking Screening in the last 3 years)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Total Number of Learners Completing Literacy Screenings | Number of Literacy Learners at Level 4 and Below | Percentage of Literacy Learners at Level 4 and Below | Number of Literacy Learners at Levels 2 and 3 | Percentage of Literacy Learners at Levels 2 and 3 |
| 2013-14 | 273 | 136 | 50% | 57 | 21% |
| 2014-15 | 304 | 141 | 46% | 57 | 19% |
| 2015-16 | 249 | 142 | 57% | 54 | 22% |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Total Number of Learners Completing Numeracy Screenings | Number of Numeracy Learners at Level 4 and Below | Percentage of Numeracy Learners s at Level 4 and Below | Number of Numeracy Learners at Levels 2 and 3 | Percentage of Numeracy Learners at Levels 2 and 3 |
| 2013-14 | 272 | 165 | 61% | 38 | 14% |
| 2014-15 | 304 | 202 | 66% | 57 | 19% |
| 2015-16 | 246 | 135 | 55% | 34 | 14% |

**Classrooms:**

The Learning Centre is located within the Links Centre, which also contains the social work, and addiction services. The Learning Centre has two dedicated but flexible IT spaces which comprise of:

* 1 art/general room which holds up to 10 men
* 1 training kitchen which holds up to 6 men
* 1 IT suite with 12 PCs and 1 printer;
* A further classroom with 8 PCs (located in the open plan skills base and a Promethean Board.

There is a dedicated and additional rooms can be made available by the Purchaser as and when required. The staff base/office is a facility shared with other members of the learning and skills team – Jobcentre+.

**Library**

The library is now fully operational and is located in the Links Centre, forming an open plan design around the walls of the main reception area. The library service is facilitated in partnership with Culture Perth and Kinross. Prisoners can visit the library regularly and use the facilities for recreational reading and learning support.

**Activities and Work that provide potential for contextualised Learning Opportunities:**

Horticulture; Health and Safety; First Aid; Gym Instructor; Physical Education; Painting; Recycling; Laundry; Catering; Dementia Dogs; Chaplaincy; Barista and BICS Cleaning Certification. In addition HMP Castle Huntly operate an extensive community work placement scheme with 140 opportunities

**Specific Needs:**

The Learning Centre team operates as part of an integrated multi-function/organisation team. The aim is to assess need; aggregate this to inform the design of the delivery programme; deliver and assess progress against individual needs & individual development plans. This is key to the delivery of the preparation for release agenda within the Open Estate.

An extensive Life Skills programme has developed at Castle Huntly. The Service Provider shall support the development and delivery of this work in their Independent Living Unit (ILU).

**Establishment Profile: HMP & YOI Cornton Vale**

HMP & YOI Cornton Vale provides custodial facilities for remanded and sentenced women, including young women. The proposed changes to the prison estate in catering for the needs of women prisoners in the community-based units will have implications for the future provision of learning services. In the interim, the population at Cornton Vale will reduce to 90 women.

Women over the age of 16

**Learning Centre Operational Hours:**

Mon – Fri 09.00 – 11.55; and 13.40 – 16.35 (Friday route moves at 15.55).

Evening provision consists of a classes on a Tuesdays, Wednesdays and Thursdays

**Prisoner Learning Hours delivered over the last 3 years:**

* 2013/14 – 19,257
* 2014/15 – 17,294
* 2015/16 - 22,737

**Total number of certifications of accredited courses over the last 3 years:**

* 2013/14 – 275 SQA + 98 other accredited courses
* 2014/15 – 240 SQA + 101 other accredited courses
* 2015/16 – 115 SQA + 159 other accredited courses

**Literacies Levels (of those undertaking Screening in the last 3 years)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Total Number of Learners Completing Literacy Screenings | Number of Literacy Learners at Level 4 and Below | Percentage of Literacy Learners at Level 4 and Below | Number of Literacy Learners at Levels 2 and 3 | Percentage of Literacy Learners at Levels 2 and 3 |
| 2013-14 | 225 | 198 | 88% | 91 | 40% |
| 2014-15 | 205 | 186 | 91% | 81 | 40% |
| 2015-16 | 195 | 160 | 82% | 82 | 42% |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Total Number of Learners Completing Numeracy Screenings | Number of Numeracy Learners at Level 4 and Below | Percentage of Numeracy Learners at Level 4 and Below | Number of Numeracy Learners at Levels 2 and 3 | Percentage of Numeracy Learners at Levels 2 and 3 |
| 2013-14 | 220 | 210 | 95% | 189 | 86% |
| 2014-15 | 203 | 187 | 92% | 165 | 81% |
| 2015-16 | 192 | 178 | 93% | 144 | 75% |

**Classrooms:**

* Room 1 (central block) can accommodate 11 women and is used for IT and general teaching space, with an interactive smart board. Screening tests are run here.
* Room 2 (central block) can accommodate 12 women and is used as an art room and general teaching room.
* Room 4 (central block, library) can accommodate 10 women and is used for self-study, literacies etc. (There is currently an existing agreement with Stirling Library Service); It is also used for teaching English, History, Film Club, Music etc.
* Room 5 (central block - life skills) can accommodate 8 women and is used for Cookery
* Safe systems of work allows for a maximum of 30 students with 3 teachers.

**Library –** currently supported by Stirling Council. Currently under review, future arrangements to be confirmed.

**Activities and Work that provide potential for contextualised Learning Opportunities:**

Hairdressing; Recycling; Gardens; VT Cleaners; Citizenship; Horticulture; Physical Education; Laundry; Catering.

**Specific Needs:**

Provision of education by staff who are trauma aware. Courses that address gender specific needs of women in custody. All teachers are subject specific qualified. The Learning Centre offers a range of subjects: Art, Cookery, English, Creative Writing, Numeracy, IT skills, Music, Literacy support, Open University support. SQA certificates are available for all students. Partnership projects are also in place with the Royal Conservatoire of Scotland, Glasgow School of Art, and Artlink.

**Establishment Profile: HMP Dumfries**

HMP Dumfries provides custodial facilities for all male admissions from the South West of Scotland Courts. The prison also accommodates short and long term convicted men who require to be kept separate from the rest of the population due to their offence. The contract capacity of HMP Dumfries is 173 people. Long term places remain constant at approximately 100, and local male short term and remand places stay at around approximately 75

**Learners**: Males, remand and convicted

**Learning Centre Operational Hours:**

Mon – Fri 08.30 – 12.00; and 13.45 – 16.00.

**Prisoner Learning Hours delivered over the last 3 years:**

* 2013/14 – 18,942
* 2014/15 – 18,987
* 2015/16 – 18,532

**Total number of certifications of accredited courses over the last 3 years:**

* 2013/14 – 300 SQA + 3 other accredited courses
* 2014/15 – 259 SQA
* 2015/16 - 127 SQA + 9 other accredited courses

**Literacies Levels (of those undertaking Screening in the last 3 years)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Total Number of Learners Completing Literacy Screenings | Number of Literacy Learners at Level 4 and Below | Percentage of Literacy Learners at Level 4 and Below | Number of Literacy Learners at Levels 2 and 3 | Percentage of Literacy Learners at Levels 2 and 3 |
| 2013-14 | 130 | 105 | 81% | 54 | 42% |
| 2014-15 | 114 | 72 | 63% | 29 | 25% |
| 2015-16 | 84 | 69 | 82% | 43 | 51% |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Total Number of Learners Completing Numeracy Screenings | Number of Numeracy Learners at Level 4 and Below | Percentage of Numeracy Learners at Level 4 and Below | Number of Numeracy Learners at Levels 2 and 3 | Percentage of Numeracy Learners at Levels 2 and 3 |
| 2013-14 | 129 | 108 | 84% | 65 | 50% |
| 2014-15 | 112 | 78 | 70% | 35 | 31% |
| 2015-16 | 85 | 67 | 79% | 40 | 47% |

**Classrooms:**

* 2 general classrooms holding 8 prisoners each including 1PC and printer;
* 1 art/craft room holding 8 prisoners;
* 1 IT room which can hold 8 prisoners;
* IT resources include 8 networked personal computers and 1 networked printer. There is no Promethean Board.

**Library**

There are currently limited library facilities at HMP Dumfries. The Learning Centre holds a range of books to support leaning.

**Activities and Work that provide potential for contextualised Learning Opportunities:**

Industrial Cleaning; Joinery Construction; Life Skills (includes provision of Tenancy Award); REHIS; First Aid; Manual Handling; Catering; Waste Management; Physical Education; Industrial Cleaners; Laundry and Grounds & Gardens

**Specific Needs:**

Ability to meet the needs of two different population groups – focus on higher level learning and lifelong learning for long term population and on short term learning opportunities for the mainstream population.

**Establishment Profile: HMP Edinburgh**

HMP Edinburgh is classed as a local or community facing prison and receives men and women from the courts in Edinburgh. These are mainly individuals sentenced to a short-term (four years or less), and also those awaiting trial. The prison also provides a national facility for those serving sentences relating to sex offences and non-offence related protection offenders.

At present HMP Edinburgh’s service level agreement stipulates a design capacity of 872 with 50 additional prisoner places meaning an operating population of 922 (116 of these places are for women).

**Learners:** Men and Women, remand and convicted, short and long term.

**Learning Centre Operational Hours:**

Mon – Thu 08.45 – 11.30 and 13.45 – 16.45; and Fri 08.45 – 11.30 and 13.45 – 15.30

**Prisoner Learning Hours delivered over the last 3 years:**

* 2013/14 – 36,800
* 2014/15 – 43,217
* 2015/16 – 29,222

**Total number of certifications of accredited courses over the last 3 years:**

* 2013/14 – 193 SQA + 34 other accredited courses
* 2014/15 – 192 SQA + 47 other accredited courses
* 2015/16 – 155 SQA + 126 other accredited courses

**Literacies Levels (of those undertaking Screening in the last 3 years)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Total Number of Learners Completing Literacy Screenings | Number of Literacy Learners at Level 4 and Below | Percentage of Literacy Learners at Level 4 and Below | Number of Literacy Learners at Levels 2 and 3 | Percentage of Literacy Learners at Levels 2 and 3 |
| 2013-14 | 285 | 212 | 74% | 115 | 40% |
| 2014-15 | 221 | 158 | 71% | 104 | 47% |
| 2015-16 | 235 | 164 | 70% | 111 | 47% |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Total Number of Learners Completing Numeracy Screenings | Number of Numeracy Learners s at Level 4 and Below | Percentage of Numeracy Learners at Level 4 and Below | Number of Numeracy Learners at Levels 2 and 3 | Percentage of Numeracy Learners at Levels 2 and 3 |
| 2013-14 | 274 | 218 | 80% | 94 | 34% |
| 2014-15 | 189 | 160 | 85% | 81 | 43% |
| 2015-16 | 207 | 166 | 80% | 88 | 43% |

**Classrooms:**

* 1 x classroom
* 1 x music room
* 3 x IT suites
* 1 x Art room
* 1 x Multipurpose room
* 1 x Tutorial Room.
* 2 x classrooms Ratho Hall
* Life skills kitchen

**Library**

The prison library provides a range of books and media to support students in the Learning Centre. The library pass-men are offered Peer Tutor training to enable them to support literacy learners in partnership with the learning centre. The Library service is provided in partnership with Edinburgh City Libraries; the full time librarian works closely with the learning centre team to stage events and deliver extra-curricular opportunities for learning.

**Activities and Work that provide potential for contextualised Learning Opportunities:**

Painting and Decorating; Plumbing; Joinery; Hairdressing; Catering; Industrial Cleaning; Physical Education; Waste Management; Laundry; Portable Appliance Testing (P.A.T); Bricklaying; Radio Station; Horticulture; Poultry Husbandry; Seamless Transitions; Peers; Mentors; Community Placements; Restart; Bike Station; Hobbies & Crafts and Life Skills.

**Specific Needs:**

Ability to meet the needs of a number of different population groups with a wide variety of abilities – focus on higher level learning and lifelong learning for long term population and on short term learning opportunities for the mainstream population.

Provision of education by staff who are trauma aware. Courses that address gender specific needs of women in custody.

The complex mixed population provides limits opportunities to engage with educational services in the Learning Centre.

**Establishment Profile: HMP Glenochil**

HMP Glenochil holds long-term & short term adult males from the Forth Valley and Fife area and is also one of the major sites in Scotland for holding sex offenders and those with Order of Lifelong Restriction (OLR) sentences. The key emphasis in Glenochil is on managing the complex casework needed to manage long term offenders. It has a total capacity of 670 and does not receive prisoners directly from the courts.

Learners: Males, convicted, short and long term. This includes sex offenders and extended sentence offenders.

**Learning Centre Operational Hours:**

Mon-Fri 0830 – 12.00; 1400 – 16.30

**Prisoner Learning Hours delivered over the last 3 years:**

* 2013/14 – 42,209
* 2014/15 – 37,130
* 2015/16 – 40,384

**Total number of certifications of accredited courses over the last 3 years:**

* 2013/14 – 407 SQA + 92 other accredited courses
* 2014/15 – 423 SQA + 35 other accredited courses
* 2015/16 - 282 SQA + 50 other accredited courses

**Literacies Levels (of those undertaking Screening in the last 3 years)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Total Number of Learners Completing Literacy Screenings | Number of Literacy Learners at Level 4 and Below | Percentage of Literacy Learners at Level 4 and Below | Number of Literacy Learners at Levels 2 and 3 | Percentage of Literacy Learners at Levels 2 and 3 |
| 2013-14 | 182 | 126 | 69% | 36 | 20% |
| 2014-15 | 112 | 72 | 64% | 23 | 21% |
| 2015-16 | 161 | 105 | 65% | 31 | 19% |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Total Number of Learners Completing Numeracy Screenings | Number of Numeracy Learners at Level 4 and Below | Percentage of Numeracy Learners at Level 4 and Below | Number of Numeracy Learners at Levels 2 and 3 | Percentage of Numeracy Learners at Levels 2 and 3 |
| 2013-14 | 178 | 131 | 74% | 72 | 40% |
| 2014-15 | 112 | 75 | 67% | 40 | 36% |
| 2015-16 | 160 | 121 | 76% | 55 | 34% |

**Classrooms:**

The learning environment is modern and well equipped, contributing significantly to a positive atmosphere that enhances the learning opportunity.

There are 6 x rooms within the Education Centre within Glenochil and each can hold up to 10 prisoners at a time;

• 2 x Rooms are set up as IT rooms;

• Rooms are multi-purpose and have 4 computers in each.

• 1 x Room is used for the delivery of art.

**Library**

There are limited library facilities at HMP Glenochil.

**Activities and Work that provide potential for contextualised Learning Opportunities:**

Hairdressing; Painting and Decorating; Industrial Cleaning; Horticulture (currently supports a peer tutor group); Metal Fabrication workshop (currently supports a maths/numeracy class); Timber Assembly; Laminate Production; Recycling; Physical Education; Grounds and Garden; Laundry and Catering.

**Specific Needs:**

Due to the mixed population, a split routine is carried out for mainstream and protection prisoners. This means that the education department has to rotate between the populations groups (AM/PM).

A full range of educational service to prisoners with a range of mobility and health impairments is required also needs to put in place a curriculum which is accessible and relevant to prisoners over retirement age.

Within the mainstream population, there is a culture of lack of engagement in relation to participation in education. Therefore creative approaches need to be considered.

**Establishment Profile: HMP & YOI Grampian**

HMP & YOI Grampian is a purpose built "Community Facing" prison servicing Aberdeenshire and the Northern Isles courts.

It accommodates approx. 500 offenders comprising remand and convicted prisoners of all sentence lengths. The population is made up of circa 375 Adult males from Aberdeen City and Shire, plus 50 Females from the Northern CJA. The 3rd residential area originally designed to hold 75 young men is currently unoccupied. The maximum prisoner population of HMP&YOI Grampian is approximately 550.

**Learners**: Males and Females, remand and convicted, short and long term.

**Learning Centre Operational Hours:**

Mon - Fri 08:30 – 11:30; 12:45 – 13:45 and 14.00 – 16.15

**Prisoner Learning Hours delivered over the last 3 years:**

* 2013/14 – 6,706 *(first 5 months of operation)*
* 2014/15 – 24,043 *(operating under a reduced population)*
* 2015/16 - 25,435

**Total number of accredited certification of courses over the last 3 years:**

* 2013/14 – 42 SQA + 7 other accredited courses (first 5 months of operation)
* 2014/15 – 340 SQA + 92 other accredited courses (operation under a reduced population)
* 2015/16 - 496 SQA + 1191 other accredited courses

**Literacies Levels (of those undertaking Screening in the last 3 years)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Total Number of Learners Completing Literacy Screenings | Number of Literacy Learners at Level 4 and Below | Percentage of Literacy Learners at Level 4 and Below | Number of Literacy Learners s at Levels 2 and 3 | Percentage of Literacy Learners at Levels 2 and 3 |
| 2013-14 | 296 | 201 | 68% | 143 | 48% |
| 2014-15 | 541 | 362 | 67% | 226 | 42% |
| 2015-16 | 595 | 402 | 68% | 263 | 44% |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Total Number of Learners Completing Numeracy Screenings | Number of Numeracy Learners at Level 4 and Below | Percentage of Numeracy Learners at Level 4 and Below | Number of Numeracy Learners at Levels 2 and 3 | Percentage of Numeracy Learners at Levels 2 and 3 |
| 2013-14 | 285 | 252 | 88% | 152 | 53% |
| 2014-15 | 539 | 478 | 89% | 278 | 52% |
| 2015-16 | 586 | 527 | 90% | 314 | 54% |

**Classrooms:**

The Learning Centre can be subdivided into 2 separate areas to allow different prisoners types and genders access at the same time.

**Area 1**

* 2 traditional classrooms which support between 8 and 12 learners, depending on the activity.
* 1 IT dedicated room, which can be used for other purposes and can hold up to 12 learners engaged in computer class. This large room can be subdivided to provide two smaller IT or other classrooms.
* Small sound proof area for recording purposes.
* Tea break area and toilet facilities for learners

**Area 2**

* IT room as above
* Reading/Study Room
* Art Classroom
* 2 x traditional classrooms which hold between 8 and 12.
* Tea break area and toilet facilities for learners

All traditional classrooms have computer and projector, linked to Learning Centre Server. The IT area has access to a promethium board. The prison has a well-stocked library in the Links Centre, staffed by Aberdeenshire Council Library Service. This area has computers linked to the Learning Centre Server.

**Library**

The library provision with HMP & YOI Grampian is provided by Aberdeenshire Library services through an agreed SLA. The Library Service provides Support between 08:30 – 16:30 Monday to Friday. They work closely with the learning centre and NHS to coordinate and support specific events, activities and are a key provider in the delivery of the Prison learning plan.

**Activities and Work that provide potential for contextualised Learning Opportunities:**

Bicycle Repair and Restoration; Life skills; upcycling; Employability; Creative Media; Physical Education; Training Kitchen; Gardens; Gymnasium, electrical refurbishment, laundry, Industrial Cleaners, hall pass and Recycling.

**Specific Needs:**

Ability to meet the needs of a number of different population groups with a wide variety of abilities – focus on higher level learning and lifelong learning for long term population and on short term learning opportunities for the mainstream population.

Provision of education by staff who are trauma aware and courses that address gender specific needs of women in custody.

**Establishment Profile: HMP Greenock**

HMP Greenock serves designated courts in the west of Scotland by holding adult male prisoners on remand, and short-term convicted males and short-term and long-term convicted female adult prisoners from the west of Scotland. In addition Chrisswell House provides a national facility for selected male prisoners serving 12 years or over, affording them the opportunity for progression towards release. While Arran House and Bute House, our two Community Integration Units allow selected short-term prisoners the chance to prepare for release in a self-sufficient communal living environment. Greenock also accommodates a small number of prisoners for a range of management and operational reasons.

The current prisoner population in HMP Greenock is circa. 250 of which all are eligible to access learning.

**Learners**: Males and Females, remand and convicted, short and long term. Also, a top end facility for men.

**Learning Centre Operational Hours:**

Mon-Fri 09.00 – 10.30; 10.30 – 12.00; and 13.45 –15.00 and 15.00- 16.15.

**Prisoner Learning Hours delivered over the last 3 years:**

* 2013/14 – 20,524
* 2014/15 – 19,474
* 2015/16 – 18,668

**Total number of certifications of SQA courses over the last 3 years:**

* 2013/14 – 327 SQA + 4 other accredited courses
* 2014/15 – 336 SQA + 4 other accredited courses
* 2015/16 – 289 SQA + 7 other accredited courses

**Literacies Levels (of those undertaking Screening in the last 3 years)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Total Number of Learners Completing Literacy Screenings | Number of Literacy Learners at Level 4 and Below | Percentage of Literacy Learners at Level 4 and Below | Number of Literacy Learners at Levels 2 and 3 | Percentage of Literacy Learners at Levels 2 and 3 |
| 2013-14 | 317 | 283 | 89% | 171 | 54% |
| 2014-15 | 249 | 218 | 88% | 130 | 52% |
| 2015-16 | 238 | 223 | 94% | 108 | 45% |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Total Number of Learners Completing Numeracy Screenings | Number of Numeracy Learners at Level 4 and Below | Percentage of Numeracy Learners at Level 4 and Below | Number of Numeracy Learners at Levels 2 and 3 | Percentage of Numeracy Learners at Levels 2 and 3 |
| 2013-14 | 315 | 290 | 92% | 194 | 62% |
| 2014-15 | 248 | 219 | 88% | 154 | 62% |
| 2015-16 | 237 | 222 | 94% | 128 | 54% |

**Classrooms:**

* Manager’s office – 2 PC’s (1 NCL/ 1 SPS)
* Staff and Admin office -3 PC’s (2 SPS/ 1 NCL)
* Room 1: General purpose) – capacity of 6 max -2 student pcs (1 connected to ICT classroom server)
* Room 2: Art/craft - capacity of 6 max
* Room 3: Maths/radio (gen purpose)–capacity of 6 max –includes Promethean board -1 student pc connected to ICT classroom server
* Room 4: ICT/radio –capacity of 8 pcs -2 printers
* 3 Apple Mac computers, 1 for the Prison Radio and 2 for the Prison Magazine
* There is also a room next to Darroch Hall for cooking and music (guitar) classes.

In special circumstances, the art and maths room (2 &3) can be made into one large room for showing films/awards ceremonies/author workshops. Due to health and safety regulations, we are only allowed to hold 20 prisoners in the Learning Centre at any one time.

**Library**

There is a new library space being created within the Links Centre which could be an additional area for the Learning Centre to deliver in.

**Activities and Work that provide potential for contextualised Learning Opportunities:**

Fit Together class (gym); Joiners; Painters; Bricklayers; Industrial Cleaners; Hairdressers; Laundry; Physical Education and Environmental Work party

**Specific Needs:**

Ability to meet the needs of a number of different population groups with a wide variety of abilities – focus on higher level learning and lifelong learning for long term population and on short term learning opportunities for the mainstream population.

Provision of education by staff who are trauma aware and courses that address gender specific needs of women in custody. The LC offers 2 mixed classes (male and female) and supports mixed arts events.

**Establishment Profile: HMP Inverness**

HMP Inverness, currently the smallest male prison in Scotland, has a capacity of 103 but safely manages a population of 115. A maximum of 16 individuals are permitted in the Learning Centre at any one time.

**Learners**: HMP Inverness serves the courts of the Highlands, Western Isles, Orkney Isles and Moray. The majority of people in custody in HMP Inverness are adult men serving sentences less than four years although there can be a small number of adult and young men on remand, and a small number of sentenced women.

**Learning Centre Operational Hours:**

Mon-Fri 08.15 – 11.25 and 13.25-16.35.

**Prisoner Learning Hours delivered over the last 3 years:**

* 2013/14 – 10,250
* 2014/15 – 9,795
* 2015/16 – 8,969

**Total number of certifications of accredited courses over the last 3 years:**

* 2013/14 – 257 SQA
* 2014/15 – 134 SQA + 1 other accredited courses
* 2015/16 – 127 SQA + 53 other accredited courses

**Literacies Levels (of those undertaking Screening in the last 3 years)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Total Number of Learners Completing Literacy Screenings | Number of Literacy Learners at Level 4 and Below | Percentage of Literacy Learners at Level 4 and Below | Number of Literacy Learners at Levels 2 and 3 | Percentage of Literacy Learners at Levels 2 and 3 |
| 2013-14 | 258 | 169 | 66% | 128 | 50% |
| 2014-15 | 244 | 151 | 62% | 97 | 40% |
| 2015-16 | 172 | 108 | 63% | 74 | 43% |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Total Number of Learners Completing Numeracy Screenings | Number of Numeracy Learners at Level 4 and Below | Percentage of Numeracy Learners at Level 4 and Below | Number of Numeracy Learners at Levels 2 and 3 | Percentage of Numeracy Learners at Levels 2 and 3 |
| 2013-14 | 257 | 221 | 86% | 118 | 46% |
| 2014-15 | 243 | 207 | 85% | 112 | 46% |
| 2015-16 | 175 | 143 | 82% | 79 | 45% |

**Classrooms:**

* Room 1: Arts and crafts area (capacity of 6-10)
* Room 2: General purpose (capacity of 6-9)
* IT resource classroom (includes 10 personal computers and 1 printer. This room can also be used as a general purpose classroom, which can hold 10-12 people. There is an interactive whiteboard to support delivery of lessons.
* There is also a small library in the room, with a quiet reading area.

**Library**

HMP Inverness has secured the services of Highlands and Islands Library services (Highlife Highland). There is an agreement that a Librarian will work within the new Library for a total of five hours per week, operating hours are split over two days: Tuesday and Friday mornings to provide access on a weekly basis to all groups of individual’s within our care.

**Activities and Work that provide potential for contextualised Learning Opportunities:**

Life skills; Catering; BICS Cleaning; Gardening; Textiles; Bike disassembly; Physical Education; and Laundry.

**Specific Needs:**

Women do not have access to the Learning Centre but are tutored in their unit or given homework as required.

**Establishment Profile: HMP Low Moss**

HMP Low Moss is a purpose built community facing prison for North Strathclyde CJA area and has a capacity for 784 individuals. Currently, the prison accommodates other prisoners from adjacent areas such as Glasgow, Forth Valley and Lanarkshire. Operating in a safe and supportive arena The Learning Centre delivers a range of meaningful learning & employability opportunities that focus on the assets of offenders to build, strengthen and galvanise resilience, personal recovery, life skills and wellbeing which, together with critical post release support, leads to positive citizenship and reductions in reoffending.

**Learners**: The prison holds adult males, convicted and untried of all sentence types and security categories.

**Learning Centre Operational Hours:**

Mon-Fri 08.30 – 12.00 and 13.00 -16.30

**Prisoner Learning Hours delivered over the last 3 years:**

* 2013/14 – 53,912
* 2014/15 – 48,012
* 2015/16 – 48,082

**Total number of certifications of SQA courses over the last 3 years:**

* 2013/14 – 504 SQA
* 2014/15 – 377 SQA + 10 other accredited courses
* 2015/16 – 229 SQA + 6 other accredited courses

**Literacies Levels (of those undertaking Screening in the last 3 years)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Total Number of Learners Completing Literacy Screenings | Number of Literacy Learners at Level 4 and Below | Percentage of Literacy Learners at Level 4 and Below | Number of Literacy Learners at Levels 2 and 3 | Percentage of Literacy Learners at Levels 2 and 3 |
| 2013-14 | 449 | 395 | 88% | 176 | 39% |
| 2014-15 | 375 | 336 | 90% | 124 | 33% |
| 2015-16 | 413 | 348 | 84% | 133 | 32% |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Total Number of Learners Completing Numeracy Screenings | Number of Numeracy Learners at Level 4 and Below | Percentage of Numeracy Learners at Level 4 | Number of Numeracy Learners at Levels 2 and 3 | Percentage of Numeracy Learners at Levels 2 and 3 |
| 2013-14 | 443 | 405 | 91% | 290 | 65% |
| 2014-15 | 364 | 315 | 87% | 228 | 63% |
| 2015-16 | 413 | 354 | 86% | 265 | 64% |

**Classrooms:**

* 3 x multi-purpose classrooms designed for a maximum class size of 10 with capacity to provide e-learning opportunities
* 1 x art and craft room with a capacity for 12 individuals
* 1x room specifically designed for the delivery of IT with a capacity for 11 individuals.
* 1 x Quiet Room used for self-studying
* 2 x classrooms in the skills development complex to provide contextualised learning

**Library**

The library is a well-stocked and resourced facility accessible to all inmates. The librarian has initiated several practices designed to improve and enhance the library provision including overseeing significant investment in a new, professional cataloguing system which has enabled the library to function more efficiently (with support from SLIC). A library pass man has been trained to use the cataloguing system.

**Activities and Work that provide potential for contextualised Learning Opportunities:**

Hairdressing; Horticulture; Waste Management; Industrial Cleaning; VT Plumbers; VT Painting and Decorating;; VT Food Preparation and Cooking; Wood Machine; Wood Assembly Physical Education; and Laundry.

**Specific Needs:**

To meet the needs of a number of different population groups with a wide variety of abilities – focus on higher level learning and lifelong learning for long term population (OU support is coordinated by the LS Manager) and on short term learning opportunities including employability and positive destinations for the STPs. Small group literacy support is offered throughout the week during last sessions of the day.

Low Moss is a community facing prison and interacts with the local and wider community in a variety of different ways. To this end, the Learning Centre has led on many community based initiatives drawing the local community and the prison together in meaningful and powerful ways i.e. Holocaust Memorial Day with Bishopbriggs Academy, 16 Days of Action with East Dunbartonshire Council.

**Establishment Profile: HMP Perth**

HMP Perth has a design capacity of 633 individuals, of which approximately 480 are eligible to access learning. HMP Perth holds a wide range of prisoners from Angus, City of Dundee, Perth and Kinross and the northern part of Fife as well as others from out with these areas. The prison holds, short term, long term and remand prisoners with some sex offenders /vulnerable.

**Learners**: Learners s are adult males, including individuals who are serving sentences of short term up to life imprisonment, short and long term sex offenders/vulnerable prisoners as well as prisoners on Remand.

**Learning Centre Operational Hours:**

Mon-Fri 08.45 – 12.15 and 13.30 -16.45

**Prisoner Learning Hours delivered over the last 3 years:**

* 2013/14 – 27,158
* 2014/15 – 27,096
* 2015/16 – 21,586

**Total number of certifications of SQA courses over the last 3 years:**

* 2013/14 – 393 SQA
* 2014/15 – 358 SQA + 68 other accredited courses
* 2015/16 – 307 SQA + 715 other accredited courses

**Literacies Levels (of those undertaking Screening in the last 3 years)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Total Number of Learners Completing Literacy Screenings | Number of Literacy Learners at Level 4 and Below | Percentage of Literacy Learners at Level 4 and Below | Number of Literacy Learners at Levels 2 and 3 | Percentage of Literacy Learners at Levels 2 and 3 |
| 2013-14 | 458 | 264 | 58% | 146 | 32% |
| 2014-15 | 519 | 269 | 52% | 153 | 29% |
| 2015-16 | 384 | 198 | 52% | 106 | 27% |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Total Number of Learners Completing Numeracy Screenings | Number of Numeracy Learners at Level 4 and Below | Percentage of Numeracy Learners at Level 4 and Below | Number of Numeracy Learners at Levels 2 and 3 | Percentage of Numeracy Learners at Levels 2 and 3 |
| 2013-14 | 421 | 365 | 87% | 167 | 40% |
| 2014-15 | 458 | 409 | 89% | 184 | 40% |
| 2015-16 | 354 | 285 | 81% | 131 | 37% |

**Classrooms:**

* 4 x Classrooms
* ICT Room
* Art/Pottery Room
* Teaching Kitchen used to facilitate Life Skills, Introduction to Hospitality and Positive Futures

**Library**

The prison library provides a range of books and learning mediums to supportas far as practicable, library services commensurate with those available in the community. The Library service is facilitated in partnership with Culture Perth & Kinross who provide the Librarian and associated skills set. The Library works in partnership with learning services and is a recognisedresource and location for developing adult literacies provision.

**Activities and Work that provide potential for contextualised Learning Opportunities:**

Painting and Decorating; Industrial Cleaning; Grounds Maintenance; Hairdressing; VT Bricklaying; Physical Education; Bike Shed and Textiles. Joiners and Wood Machine were deemed unsuitable due to noise levels, however this may be reviewed if required. At present, catering training or REHIS certification is carried out in the teaching Kitchen as the Main Kitchen does not wish us to distract from food production.

**Specific Needs:**

Ability to meet the needs of a number of different population groups with a wide variety of abilities – focus on higher level learning and lifelong learning for long term population and on short term learning opportunities for the mainstream population.

|  |  |  |
| --- | --- | --- |
| **Prisoner Group** | **Numbers** | **Opportunities** |
| Convicted Men, plusProtection/Vulnerable | Each session is capped at 30 learners | There are 9 L/C sessions per week AM & PM Mon – Thursday and AM on Friday. There are occasions when Family Learning is facilitated on Fri Pm’s. Session will normally average 5 or 6 different learning activities. In-Hall sessions (normally 1-2-1) are delivered on Fri PM’s due to regime building closure. There is currently 1 session (of the 9) dedicated to Protection/Vulnerable prisoners, this is Wed PM, where access is given to all areas of the LC. |
| Vocational work parties |  | 3 - 4 L/C sessions per week Embedded literacy / numeracy opportunities are currently delivered in Bike Shed, Textiles (Protection), Painter & Decorators with VT Main Kitchen assistance provided for REHIS catering Hygiene and certification in our teaching kitchen. |

**Establishment Profile: HMP & YOI Polmont**

HMP & YOI Polmont is the national facility in Scotland for convicted and remand young men and women. In addition to this population the establishment also provides care to Adult women prisoners. The YOI provides accommodation for young men and women (aged 16-21 years) and women over 21 on remand and serving both short and long term sentences. HMP & YOI Polmont has a design capacity of 763 individuals, however the Operating Capacity has been reduced to 607. The recent average population has been in the region of 500 individuals.

**Learners:**

The approx. breakdown of this population mix is (as of Jan 2017):

* Main Stream Young Males (16-23) - 50%
* Protection Young Males (16- 23) - 10%
* Remand Young Men (16-23) - 20%
* Women (Inc. all Population types\*) - 20%

\*The population of young women (16-21) was in single figures.

The provision of learning within the establishment flows from the Vision for Young People in Custody which seeks to ‘use the time a young person spends in custody to enable them to prepare for a positive future’. Polmont’s ‘learning environment’ sees every part of a young person’s life and experience within the establishment as an opportunity to learn. This approach also support the strategy for women offenders.

**Learning Centre Operational Hours:**

Mon-Fri 08.15 – 11.45 and 13.30 -16.00

**Prisoner Learning Hours delivered over the last 3 years:**

* 2013/14 – 42,958
* 2014/15 – 36,868
* 2015/16 – 31,703

**Total number of certifications of accredited courses over the last 3 years:**

* 2013/14 – 498 SQA
* 2014/15 – 385 SQA
* 2015/16 – 394 SQA + 81 other accredited courses

**Literacies Levels (of those undertaking Screening in the last 3 years)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Total Number of Learners Completing Literacy Screenings | Number of Literacy Learners at Level 4 and Below | Percentage Number of Literacy Learners at Level 4 and Below | Number of Literacy Learners at Levels 2 and 3 | Percentage of Literacy Learners at Levels 2 and 3 |
| 2013-14 | 451 | 276 | 61% | 190 | 42% |
| 2014-15 | 369 | 210 | 57% | 146 | 40% |
| 2015-16 | 398 | 262 | 66% | 201 | 51% |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Total Number of Learners Completing Numeracy Screenings | Number of Numeracy Learners at Level 4 & Below | Percentage of Numeracy Learners at Level 4 & Below | Number of Numeracy Learners at Levels 2 & 3 | Percentage of Numeracy Learners at Levels 2 & 3 |
| 2013-14 | 445 | 375 | 84% | 222 | 50% |
| 2014-15 | 382 | 294 | 77% | 155 | 41% |
| 2015-16 | 397 | 339 | 85% | 223 | 56% |

**Classrooms:**

4x multipurpose classrooms each with IT (PC’s):

* Room 27: 4 x PC’s
* Room 28: 10 x PC’s with printer
* Room 29: 10 x PC’s
* Room 6: 2 x PC’s with a printer

1 x Art Room: 2 x standalone PC’s

1 x classroom in Monro Hall (Residential Hall) with 9 x PC’s and a printer. For delivery to male U18 population. Access to a multi-purpose room in Blair House (Residential Hall) as required for delivery to women in custody.

**Library**

The establishment operates a Library from the Activities 1 building. This is delivered in conjunction with Falkirk Community Trust (FCT). In the last 12 months footfall through the library was in excess of 12,000. The partnership with FCT is allowing the establishment to professionalise its library service giving access to further materials and supporting development of staff. Access to the Library can be facilitated directly from classroom time with the learning provider.

**Activities and Work that provide potential for contextualised Learning Opportunities:**

Bricklaying; Joinery; Industrial Cleaning; Painting and Decorating; Paws for Progress; Bike Station; Hairdressing; Plumbing; Engineering; Employability hub; Gardens and Waste Management; Life Skills; Catering; Laundry; Horticulture; Arts and Crafts and a Media Centre

**Specific Needs:**

Learning provision for the young people and women in HMP & YOI Polmont is based upon the 4 Capacities of Curriculum for Excellence: Successful Learners s, Confident Individuals, Responsible Citizens and Effective Contributors.

The mixed population means that there needs to be a good understanding of approaches to both adolescent and adult learning strategies and methodology.

Understanding of both practice and provision that will engage the mixed population in learning and support the specific learning needs of young people and women, including trauma informed practice.

|  |  |  |
| --- | --- | --- |
| **Prisoner Group** | **% Population****Numbers** | **Opportunities available for Groups** |
| Mainstream Young Males (16 – 23 years) | 50% |  |
| Young Male Protection (16 – 23) | 10% |  |
| Women (all population types) | 20% |  |
| Remand | 20% |  |

**Establishment Profile: HMP Shotts**

HMP Shotts caters for long-term males (sentences of 4 years and over) who require to be kept in secure conditions. HMP Shotts has a capacity of 538 (excluding the Separation and Reintegration Unit). HMP Shotts also houses the National Integration Centre (NIC) which holds approximately 68 adult males who in the initial stages of sentences of 8 years or over and prepares them for eventual movement to mainstream prison. HMP Shotts does not receive individuals directly from the courts.

**Learners:** Adult males serving long-term sentences who have been sentenced to 4 years or more in custody. All men are eligible to access learning.

**Learning Centre Operational Hours:**

Mon-Fri 09.00 – 12.30 and 14.15 -16.15

**Prisoner Learning Hours delivered over the last 3 years:**

* 2013/14 – 39,568
* 2014/15 – 38,767
* 2015/16 – 38,728

**Total number of certifications of SQA courses over the last 3 years:**

* 2013/14 – 422 SQA
* 2014/15 – 392 SQA + 7 other accredited courses
* 2015/16 – 224 SQA + 7 other accredited courses

**Literacies Levels (of those undertaking Screening in the last 3 years)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Total Number of Learners Completing Literacy Screenings | Number of Literacy Learners at Level 4 and Below | Percentage of Literacy Learners at Level 4 and Below | Number of Literacy Learners at Levels 2 and 3 | Percentage of Literacy Learners at Levels 2 and 3 |
| 2013-14 | 124 | 69 | 56% | 35 | 28% |
| 2014-15 | 139 | 77 | 55% | 47 | 34% |
| 2015-16 | 124 | 77 | 62% | 44 | 35% |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Total Number of Learners Completing Numeracy Screenings | Number of Numeracy Learners at Level 4 and Below | Percentage of Numeracy Learners at Level 4 and Below | Number of Numeracy Learners at Levels 2 and 3 | Percentage of Numeracy Learners at Levels 2 and 3 |
| 2013-14 | 123 | 94 | 76% | 37 | 30% |
| 2014-15 | 139 | 113 | 81% | 57 | 41% |
| 2015-16 | 123 | 107 | 87% | 52 | 42% |

**Classrooms:**

Six (6) classrooms including 3 general purpose rooms (1 that has a small kitchen attached), 1 art and craft room, 1 room specifically designed for the delivery of IT Skills (30 computers) and 1 classroom used as an editorial suite for publications/magazines (9 Apple mac) computers).

There is a classroom available with Allanton Level 2 (with 6 computers) and Allanton Level 4 that can be used to hold education sessions.

**Library**

Library is managed by Learning Centre manager and works in partnership with SPS and NLC. The library is well stocked with books, DVDs and CDs as well as magazines that are purchased through monthly subscriptions. The library has timetabled sessions for all prisoners with protection prisoners having access on Thursday afternoons and Friday mornings. The library is at present working to a SLIC funded project and will complete this in the coming months. The library staff also regularly attend operational and strategic library group meetings set up by SPS.

**Activities and Work that provide potential for contextualised Learning Opportunities:**

Industrial Cleaning; Wood Machine; Wood Assembly; Engineers; Textiles; Charity Work; Bike Repair; Laundry; Physical Education; Catering; Gardens and Recycling.

**Specific Needs:**

HMP Shotts houses a long term and increasingly ageing population. The service provider needs to put in place a curriculum which is accessible and relevant to prisoners over retirement age.

|  |  |  |
| --- | --- | --- |
| **Prisoner Group** | **Numbers** | **Opportunities** |
| Long Term prisoners | Ca 500 | Full range of curriculum opportunities as per attached timetable. |

**Appendix 4 OF SCHEDULE B**

**OUTCOMES MEASURES**

The Service Provider will develop and provide a range of Outcome Measures from the Services and the performance of the Services. The key measures will be ‘distance travelled’ for both Learners and towards achievement of the outcomes stated within the SP Learning & Skills Strategy 2016-2021. The required measures will be developed in conjunction with the SPS but include inter-alia:

|  |
| --- |
| Strategic Priority 1: Engaging Learners |
| Outcomes | **Quantitative Measures / MI** | **Qualitative Measures** |
| Improved levels of engagement in learning | * Overall improvement on baseline attendances
* Participation rates across different populations
* Reasons cited for failure to attend the learning centre.
 | * Review attendances across curriculum
* Review attendances across population groups
* Review actions to engage the most disengaged.
 |
| Cultural Change in the perceived status of learning | * No of requests for contributions to ICM Case Conference against No of contributions
* Year on year increase in literacy / numeracy Screenings as proportion of throughput
* Total number of individual Learners attending learning services.
 | * Interview staff
* Quality and range of learning activities (including feedback through Learner surveys and interviews)
* Review attendances cross curriculum
* Review attendances across population group
* Review of impact of activities to promote and celebrate Learning achievement
* No of Peer Tutors supporting learning.
 |
| Improved Integration and co-ordination of learning services to maximise resources | * Embedded learning delivery hours
* No attendances in proportion to Nos listed.
 | * Quality and range of partnership initiatives and analysis of benefits and shared outcomes.
 |
| Improved delivery of services and outcomes through more *e*mbedded learning | * Nos of qualifications SCQF 3/4
* Nos of qualifications SCQF 5/6
* Nos of qualifications SCQF 7/8
* Nos qualifications 9 or above
* No of other awards
* Embedded learning delivery hours.
 | * Review of impact of activities to promote and celebrate Learning achievement
* Learner surveys/academic papers/testimonies
* Review of embedded learning activities
* Case Studies.
 |
| Improved process to determine needs and inform services for those requiring additional support | * No of literacy/numeracy (and other) Screenings as proportion of throughput
* No of Personal Development Plans (PDP's)
* No of individuals receiving additional support.
 | * Review selection of PDP's for quality content (including PDP’s for those identified as requiring additional support)
* Review how information from assessment is used to plan specialist provision including to other services
* Contribution towards SPS strategy for support of Learners with identified LDD once agreed.
* Case studies (providing examples of where services have responded to identified need).
 |

|  |
| --- |
| Strategic Priority 2: Strengthening Partnerships |
| Outcomes | **Measures / MI** | **Qualitative Measures** |
| Improved planning, evaluation and governance and improved use of resources | * Overall improvement on baseline attendances
* No attendances in proportion to Nos listed
* No of requests for contributions to ICM Case Conference against No of contributions
* Complementary funding secured (annual or defined term funding).
 | * Development of ALP’s based upon evidence of need
* Review of progress against outcomes agreed through ALP
* Review of partnership initiatives and analysis of benefits and shared outcomes
* Review outcomes of additional learning activities secured out-with the terms of these contractual arrangements
* Review selection of PDP's for quality content
* Review resource allocation.
 |
| Improved local accountability and coordination | * Overall improvement on baseline attendances
* No attendances in proportion to Nos listed
* Reasons cited for failure to attend the learning centre.
 | * Development of ALP’s and review of progress against outcomes agreed between HQ; Establishment and learning provider
* Responsiveness to new opportunities and local needs
* Review of partnership initiatives and analysis of benefits and shared outcomes
* Review outcomes of additional learning activities secured out-with the terms of these contractual arrangements
 |
| Shared understanding of local contribution to national strategies and improved services to meet the needs of specific populations | * No of requests for contributions to ICM Case Conference against No of contributions.
 | * Development of ALP’s and review of progress against outcomes agreed between HQ; Establishment and learning provider
* Review of partnership initiatives and analysis of benefits and shared outcomes
* Review of range and type of contributions towards pre-release planning.
 |
| Improved governance and identification of indicators of success | Continual review in partnership of the range and types of indicators of success & representation on the National Advisory Group for prisoner education. |

|  |
| --- |
| Strategic Priority 3: Ensuring High Quality Learning Opportunities |
| Outcomes | **Measures / MI** | **Qualitative Measures** |
| Enabling the development of skills required for 21st century learning, life and work | * Distance Travelled measure.
 | * Relevant & engaging curriculum, including literacy, communication, team working, leadership, core skills support for vocational learning; life skills, activities which benefit others and creative arts opportunities
* Review range of distance learning courses and outcomes achieved
* Case studies.
 |
| Provision of an innovative and interesting curriculum to harness the creative potential of Learners |  | * Quality and breadth of curriculum
* Review of project themed learning initiatives
* Review of partnership initiatives and analysis of benefits and shared outcomes
* Learner surveys
* Case studies
* Evidence of co-production (with Learners).
 |
| Better integration of the range of life-skills with basic literacy and numeracy interventions |  | * Review of Supplier’s contribution to available life skills activities as agreed within the ALP
* Case studies.
 |
| Better integration and coordination of learning activities to support employment | * Embedded Learning delivery hours.
 | * Review selection of PDP's for quality content pertaining to employability prospects
* Review of partnership initiatives and analysis of benefits and shared outcomes.
 |
| Improved learning offer for Learners |  | * Quality and breadth of curriculum
* Quality of learning and teaching
* Interview Learners
* Learner surveys
* Review of project themed learning initiatives
* Review of partnership initiatives and analysis of benefits and shared outcomes
* Case studies
* Evidence of co-production (with prisoners).
 |

|  |
| --- |
| Strategic Priority 4: Improving our Capacity to Respond |
| Outcomes | **Measures / MI** | **Qualitative Measures** |
| Expansion and better integration of learning *with* other activities and services | * Embedded Learning delivery hours
* No of requests for contributions to ICM Case Conference against No of contributions
 | * Development of ALP’s based upon evidence of need and opportunities
* Review of progress against outcomes agreed between HQ; Establishment and learning provider
* Relevant, engaging and balanced curriculum, including adult literacies interventions; core skills support for vocational training; life skills and creative arts opportunities
* Review of partnership initiatives and analysis of benefits and shared outcomes
* Review of Supplier’s contribution to available life skills courses as agreed within ALP.
 |
| Better planning , identification of learning needs and addressing strategic ambitions | * No of Personal Development Plans (PDP's)
* No of PDP Reviews
* Distance travelled measure
 | * Development of ALP’s
* Review of progress against outcomes agreed between HQ; Establishment and learning provider
* Review of partnership initiatives and analysis of benefits and shared outcomes
* Review Learner progress
 |
| Equality of remuneration for learning engagement | **SPS policy issue** |
| Better planning, integration and evaluation of activities to ensure “supply lead” services are consistent with our overall aims and strategic direction for learning |  | * Development of ALP’s
* Review of progress against outcomes agreed between HQ; Establishment and learning provider
* Review of partnership initiatives and analysis of benefits and shared outcomes
* Review outcomes of additional learning activities secured out-with the terms of these contractual arrangements
 |

|  |
| --- |
| Strategic Priority 5: Evidencing Success |
| Outcomes | **Measures / MI** | **Qualitative Measures** |
| Clarity on responsibility and accountability for data collection and reporting on progress | * Submission of monthly and annual MIS with qualitative narrative
 | * Development of ALP’s
* Review of progress against outcomes agreed between HQ; Establishment and learning provider.
 |
| Better understanding the Learners journey and how they are able to reach their learning achievement | * Distance travelled measure
 | * Review selection of PDP's for quality content
* Review records of Learners’ progress and achievements
* Interview Learners
* Learner surveys
* Case studies.
 |
| Greater transparency of service delivery and more effective and efficient learning services for Learners | * Submission of monthly and annual MI with qualitative narrative
* Distance travelled measure
 | * Quarterly ALP reviews
* Quality and range of provision
* Using evidence to continue to improve experiences and outcomes
* Review of partnership initiatives and analysis of benefits and shared outcomes
* Review outcomes of additional learning activities secured out-with the terms of these contractual arrangements.
 |
| Community Benefits | * Bi-Annual report with activity and narrative
* New Community benefit initiatives (proposed or delivered) in-year by the Service Provider which affect those in, or leaving custody, or their families.
 | * Attainment against expected outcomes (volume and range of activity); analysis of benefits and shared outcomes.
* Case Studies
 |

**End of Schedule B**

**This is Schedule C of Contract 01313 between Fife College**

**and the Scottish Ministers**

**Schedule C: Price Document**

**1. PRICE Basis**

1.1 All Prices for the Services reflect the actual cost per activity Price to the Purchaser for Services delivered to the relevant Establishment.

1.2 All prices and rates are quoted in Pounds Sterling. Value Added Tax (VAT) *(where applicable)* shall be included as a net charge on any invoice.

1.3 The following pricing (Table 1 ) is fully inclusive of the provision of the IT learning environment (the costs being amortised and included within the monthly service charge for each Establishment), the production and distribution of the STIR magazine and other prison education publications *(the Education Newsletter and the European Prison Education Association periodical),* prisoner course & examination fees, any paper based or on-line e-learning materials, all administration and college overheads, any future pay awards in the H&FE sector, any costs arising from restructuring the Staff group or arising from the application of TUPE or future pay awards / role restructuring during the term of the Contract for Service Provider Staff whether arising from local or National Bargaining. All start-up / implementation costs are included within the pricing in Table 1.

 The fixed prices also include travel, subsistence or other expenses and allowances that the Service Provider may incur in terms of providing the Services including the movement of peripatetic or relief cover Staff between prisons or to and from prisons.

1.4 **Price Fix and Variation.**

 **All Prices and rates are fixed from the Contract Commencement Date for a period of not less than 24 months *(i.e. the period from 1 August 2017 to the end of July 2019).***

 **Price variations thereafter *(from Year 3 – August 2019 of the Contract or any Extension Period)* shall be subject to a maximum of the Consumer Price Index (CPI) less 1%. Where the annual variation in CPI is 1% or lower in the preceding 12 months, the price variation shall be 0%.**

1.5 The Prices shall be applicable to Services delivered from the Commencement Date *(1 August 2017).*

# 1.6 The Purchaser shall pay an annual Price for the Services, reflecting the volume of such activities for each year of the Contract from 1st August to 31st July, which shall be payable in twelve (12) equal monthly instalments.

1.7 **Workforce Matters.**

 The SPS notes that the Service Provider has confirmed that, in pricing the bid, all of its Staff utilised for the provision of the Services within the Establishments will be remunerated at, or above, the Scottish Living Wage. The Service Provider has further indicated that it undertakes to maintain payment of the Scottish Living Wage for the Staff group throughout the term of the Contract.

1.8 **Specialist and One-Off Initiatives.**

 The Service Provider acknowledges that there will be no additional (SPS) financial resources and funding for specialist or one-off activities (Schedule B, paragraph 1.8.2) that the Service Provider seeks to introduce to an Establishment. Any such specialist or one-off initiatives shall either be self-funded by the Service Provider or third party funded *(by Grant, Lottery, Skills Development Scotland, Robertson Trust, etc as relevant)*. Any proposed inclusion of additional one-off, fixed term, or substantive specialist activities or initiatives within an Establishment’s ALP shall be with the prior approval of the HQ Learning and Skills Team.

1.9 **Course & Examination Fees.**

 The Service Provider shall pay any Course & Examination Fees (including, but not limited to the SQA, ASDAN, ROSPA, etc) as incurred and at actual cost which result from prisoner engagement with the Services. A provision for the costs of course and examination fees is included within the Prices indicated in Table 1, and accordingly, SPS will not be directly charged for course and examination fees.

1.10 **Provision of Employability Screening Tool.**

The Service Provider has indicated that it will provide and deliver an Employability Screening Tool developed for the SPS by Fife College. The Price for delivery and use of the Employability Screening Tool is fully inclusive of thee Prices indicated in Table 1 (i.e. there is no annual charge, cost per use for deploying / using the tool or recording the outcomes).

1.11 **Service Credit** amounts arising from the application of Performance Measures (Part 2 of Schedule B) shall be either indicated as a net deduction on the monthly sum invoiced to each Establishment *(in accordance with the Prices indicated below)* or subject to a separate Credit Note for the month concerned.

**2. pRICEs**

The Purchaser shall pay the Prices set out in this Schedule C to the Service Provider subject to the satisfactory provision and delivery of the Services in accordance the provisions of the Contract.

|  |  |
| --- | --- |
| **TABLE 1** |  Annual Price £ |
|  |
|  | **Prison** | Year 1(1 Aug 2017- 31 July 2018) | Year 2**(1 Aug 2018- 31 July 2019)** |
| **1** | **HMP Barlinnie** | Prices per prison redacted  | Prices per prison redacted |
| **2** | **HMP & YOI Cornton Vale**  |
| **3** | **HMP Dumfries** |
| **4** | **HMP Edinburgh** |
| **5** | **HMP & YOI Grampian** |
| **6** | **HMP Greenock** |
| **7** | **HMP Glenochil**  |
| **8** | **HMP Low Moss** |
| **9** | **HMP Inverness**  |
| **10** | **The Open Estate**  |
| **11** | **HMP Perth** |
| **12** | **HMP & YOI Polmont**  |
| **13** | **HMP Shotts** |
|  | **Implementation**  |
|  | **Total**  |
| **Notes:*** **HMP Cornton Vale** is scheduled to potentially close during the intended life of the Contract and be replaced by a smaller female only prison (for circa 80 women), plus a number *(potentially 5)* community based units within Scotland by 2020 each holding approx. 20 females.

The SPS’s expectation is that the selected Service Provider would transfer and continue to provide L&S services within the new prison with suitable agreed adjustment based on a revised Annual Learning Plan, and likely reduced Staff complement and costs. The operating regime, including any L&S, training, or work arrangements for those held in the new community units has yet to be determined. The potential role of the L&S provider in supporting any activity in the community units has similarly yet to be determined. * **HMP Inverness.** SPS is also developing plans to potentially replace the current HMP Inverness with a new prison (HMP Highland) located close to / on the outskirts of Inverness. The SPS’s expectation is that the selected Service Provider would transfer and continue to provide L&S services within the new prison. This would, of course be subject to development of the Annual Learning Plan for the Establishment.
 |

The following Tables 2 to 4 are provided for ‘Information Only’ to provide background and relevance to the pricing indicated in Table 1:

**TABLE 2 PRICE BREAKDOWN (FOR INFORMATION ONLY)**

Redacted.

**TABLE 3A NON-PRICE TABLE (RESOURCE SUMMARY PER PRISON) - FOR INFORMATION ONLY.**

The Service Provider intends to undertake a managed approach to restructuring with a view to moving towards / attaining the following resource model indicated below in Table 3A [Redacted]

**TABLE 3B NON-PRICE TABLE (RESOURCE SUMMARY PER PRISON) - FOR INFORMATION ONLY**

The Service Provider intends to undertake a managed approach to restructuring with a view to attaining the following resource model indicated below in Table 3B through continuous refinement by the end of Year 1 of the Contract[Redacted]

\* Contract Amendment (1) 15th June 2017 reflected an administrative update to Tables 3A and 3B.

#### TABLE 4 PROVISION OF IT FOR LSE (FOR INFORMATION ONLY)

The Service Provider shall, throughout the Contract Term, provide, install, maintain, support and ensure the availability of sufficient quantities of suitable IT hardware *(personal computers and (where appropriate) Apple Macs with monitor, keyboard and mouse, printers, scanners, etc),* the IT servers *(Moodle / MOLE)* and local network, licensed software and learning packages, cabling & switch ports, servers and other miscellaneous IT equipment to each of the following Establishments to facilitate, support and enable delivery of the Services.

The ‘Equipment to be provided’ reflects the parties intended actions at Contract inception in Year 1. However it is acknowledged that the Service Provider can vary the Equipment per Establishment during the term of the Contract *(see Note 1 to Table 4A below).*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Establishment**  | **Monthly Charge £** | Annual Charge £ | Equipment to be provided e.g. Number & type  |
| **1** | ***HMP Barlinnie*** | *Monthly charges redacted*  | *Annual charges = monthly figure x 12 redacted*  | *1 x Server, 26 x PCs, 4 x Apple Macs, 2 x printers,* *1 x APS unit.* |
| **2** | ***HMP & YOI Cornton Vale*** | *1x Server, 14 x PCs, 2 x printers, 1 x APS unit.* |
| **3** | ***HMP Dumfries*** | *1 x Server, 10 x PCs, 1 x printer, 1 x APS unit.* |
| **4** | ***HMP Edinburgh*** | *2 x Servers, 39 x PCs, 1 x Apple Mac, 3 x printers,* *2 x APS units.* |
| **5** | ***HMP & YOI Grampian*** | *1 x Server, 28 x PCs, 3 x printers, 1 x Apple Mac, 1 x APS unit.* |
| **6** | ***HMP Greenock*** | *1x Server, 16 x PC’s, 2 x printers, 1 x APS unit.* |
| **7** | ***HMP Glenochil*** | *1x Server, 32 x PCs, 2 x printers, 1 x printer, 1 x APS unit.* |
| **8** | ***HMP Low Moss*** | *1x Server, 28 x PCs, 4 x Apple Mac, 2 x printers, 1 x APS unit.* |
| **9** | ***HMP Inverness*** | *1 x Server, 13 x PCs, 1 Apple Mac, 2 x printer, 1 x APS unit.* |
| **10** | ***The Open Estate*** | *1 x Server, 20 x PCs, 2 x printer, 2 x Apple Macs, 1 x APS unit.* |
| **11** | ***HMP Perth*** | *2 x Servers, 30 x PCs, 1 x Apple Mac, 2 x printers,* *1 x APS unit.* |
| **12** | ***HMP & YOI Polmont*** | *2 x Servers, 36 x PC’s, 3 x printers, 2 x APS unit.* |
| **13** | ***HMP Shotts*** | *1 x Server, 38 x PCs, 8 x Apple Macs, 3 x printers,*  *1 x APS unit.* |

#### TABLE 4A OVERALL PROVISION OF IT FOR LSE

|  |  |  |
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| **Device Type** | **Total** | **Comment** |
| Servers(Increased capacity) | 16 | The Service Provider will provide servers to support known networks outside the learning centres.  |
| PC | 330 | Reconfiguration proposed. This is dependent upon the site visits and will be agreed with the SPS.  |
| Apple Mac | 22 | Reconfiguration proposed. This is dependent upon the site visits and as agreed with the SPS.  |
| Printer | 29 | Replace local printers for networked laser printers. Increased cost that results in improved quality and efficiencies |
| APS | 16 | An APS unit will be provided for every server as required.  |
| Peripherals | As required | This will include scanners, graphic tablets and cameras. The requirement for this type of equipment cannot be known until site visits take place. Security will be determined by each Establishment on the permissions granted for each device of this type. The Service Provider will supply as required to support the local curriculum in accordance with SPS security protocols. |

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| **Notes to Table 4A:****1) IT infrastructure.** The Service Provider priced and proposed on the basis that the Equipment would be replaced on a 1:1 basis across the SPS estate (subject to Establishment survey and needs being determined through the Annual Learning Plan process). The actual configuration of the intranets and specific numbers of Equipment (PC’s Apple Macs, Macbooks Tablets, printers, and scanners) may vary across Establishments from the figures shown above in Table 4 where such change is agreed by the Head of Learning & Skills. Nothing in the above precludes the Service Provider from providing additional IT Equipment to specific Establishments or in moving / optimising equipment usage between Establishments as part of delivering an agreed Annual Learning Plan providing that the overall Equipment provided is ‘equivalent to’ the totals shown in Table 4A. The configuration will consist of a mix of PCs, and Apple Macs. The installation of Apple Macs will support the magazines in Shotts, Barlinnie and Open Estate. The inclusion of Apple Macs in Low Moss, Perth, Grampian, Edinburgh and Inverness will support the curriculum requirements. For the avoidance of doubt, the personal desktop computers (PCs) provided may be a mixture of new purchased by the Service Provider or used machines *(previously operated within the Service Provider’s own premises).* The IT charges indicated in this Table 4 are reflected within the monthly Service charges indicated in Table, and accordingly there shall be no separate monthly or annual charges to the Purchaser for the provision of IT by the Service Provider in each of the following Establishments. **1.1) Tablets**The Service Provider proposes a pilot in Year 2 to use tablet technology in the prisons. This would include introducing into two establishments for a 6 month period then conducting a review with a view to further roll out. There will no be additional charges arising from the pilot or any further roll-out of tablets within prison learning centres. **2) End of Contract Transition (IT).**The Service Provider has agreed that the ‘as provided’ IT environment can remain available for use in prisons by prisoners and any incoming new contractor for a period of 2 months following the expiry or termination of the Contract. This period is intended to ensure continuity of learning and to support a managed transition of IT assets within the prison estate i.e. old IT assets progressively replaced by new assets over a period of 2 months. The price for providing this continuity of use of the IT environment will be: * **Price per month: Month 1: £[redacted] Month 2: £[redacted]**

2.2) **Option for SPS or the incoming Service Provider to purchase the IT Equipment / assets** (in-situ and as is condition) at the expiry of the Contract: * **Depreciated Purchase Option**

The price and condition of the IT Equipment will be considered at the date of any proposed transfer. A valuation is unknown at this time and will further depend on the terms of the Lease Agreement entered into by the Service Provider. The parties agree to work co-operatively and reasonably to provide a priced option (where requested) whereby the SPS or any incoming new service provider has the option of purchasing some or all of the IT Equipment supplied through Fife College at any agreed price reflecting the depreciated valuation based on the age and condition of the IT Equipment.   |

**End of Schedule C**

1. “Adult Learning in Scotland Statement of Ambition” by Education Scotland: <https://www.education.gov.scot/Documents/adult-learning-statement.pdf> [↑](#footnote-ref-2)
2. For information, the Establishment Profiles (Appendix 3 to Schedule B) also reference SQA accredited qualifications achieved. The aggregate 3 year average for the period 2013-14 to 2015-16 is 4,300 SQA accredited qualifications per annum. Other qualifications were also achieved in this period. The Service Provider recording and MI reporting will track the qualifications achieved per annum by prisoners engaging with the Services. [↑](#footnote-ref-3)
3. The SPS intent is to engage with a specialist from Education Scotland to create a standardised Screening tool that is deployable in prisons for persons where English may be a second language (ESOL). The ESOL Screening tool will be determined by the SPS, and Screening tool / process then implemented / employed by the Service Provider within the Services. [↑](#footnote-ref-4)
4. The Service Provider notes that DWP Work Coaches operate within Scottish prisons and have a requirement at the pre-liberation phase to gather employability information about prisoners and/or to address benefit issues. DWP has reviewed the role and scope of Work Coach Activity within prisons and will seek to engage with, and interview those in custody at an earlier stage of their sentence and also at a pre-liberation stage. DWP may consequently refer prisoners to the in-prison learning & skills activity. [↑](#footnote-ref-5)
5. PR2 – Prisoner Records (Second Generation) stores details of all prisoners held in custody. The system has capacity to record the individual outcome from a literacy and numeracy Screening and to record future follow up, engagement and progress. Prior to undertaking a literacy and numeracy Screening, PR2 needs to be checked for previous records of identified levels and engagement and if records exist these should be used as the starting point for follow up rather than automatically undertaking a new literacy and numeracy Screening. [↑](#footnote-ref-6)
6. The Service Provider’s proposal listed as Schedule D is noted to reflect a description and exemplar of both a ‘Brief’ and ‘Detailed’ Personal Development Plan. These exemplars reflect the required minimum standard / baseline that the parties shall utilise when undertaking any qualitative review of the PDPs being completed by the Service Provider as part of the Services.

 [↑](#footnote-ref-7)
7. The Purchaser may elect to pilot a specific Learning Difficulty and/or Disability (LDD) Screening tool(s) within selected Establishments in Scotland during the term of this Contract. The Service Provider will be expected to contribute towards the SPS strategy for support of Learners with suspected or identified LDD. Any pilot and use of an LDD tool by the Service Provider within the Services would be subject to agreement of a Contract Amendment. [↑](#footnote-ref-8)
8. Staff currently engaged in delivering prison based learning & skills activities and who had previously undertaken the Act 2 Care training should have been provided with the opportunity to undertake the Talk to Me conversion course. Where the Talk to Me conversion course and any associated e-learning has been demonstrably completed (name and date) in the past year the relevant members of Staff can revert to the Talk to Me refresher training cycle. [↑](#footnote-ref-9)