

Scottish Prison Service Contract No. 00388 – (the “Original Contract”, incorporating Contract Amendments Number 1 and 2)

Contract Amendment Number 3

Contract between The Scottish Ministers (Scottish Prison Service) and Kilmarnock Prison Services Limited (KPSL) - HM Prison Kilmarnock

This Contract Amendment should be annexed to the Original Contract. This Contract Amendment shall be read and shall take effect as one with the Original Contract. All terms and conditions shall remain the same as the Original Contract, subject to the amendments detailed hereunder. The words and expressions used in this Contract Amendment shall have the meanings ascribed in the Original Contract unless detailed herein. In the event of any conflict between the provisions of the Original Contract and this Contract Amendment, then the provisions of this Contract Amendment shall prevail.

We the undersigned, hereby agree to the amendment of the Original Contract, from **1st August 2009**, in accordance with the following:

1. Minute of Agreement - Definitions

The following additional definitions are inserted into the Minute of Agreement:

“**Home Detention Curfew (HDC)**” means the provision under the Management of Offenders Act etc. (Scotland) 2005 whereby prisoners can be considered for early release on Home Detention Curfew Licence, subject to approved conditions and restrictions, as detailed in guidance issued by Scottish Ministers.

“**Integrated Case Management (ICM)**” means the Authority’s prisoner case management process. The ICM process is outlined in the Authority’s “ICM Practice Guidance Manual”.

“**Multi Agency Public Protection Arrangements (MAPPA)**” means a requirement under the Management of Offenders Act etc. (Scotland) 2005 Sections 10 and 11 for all relevant agencies, including the Contractor, to carry out appropriate joint assessment and management of risks posed by certain offenders, as outlined in the “Multi Agency Public Protection Arrangements (MAPPA) in Scotland” guidance issued by Scottish Ministers. This relates specifically to persons subject to notification requirements under Part 2 of the Sexual Offences Act 2003.

2.

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chedule D (Services Specification), Part 1: Operational Requirements

Unless stated otherwise, the following paragraphs replace those in the Original Contract:

7.5.7 Drug Testing

The Contractor shall provide a drug testing regime that shall at a minimum, be in accordance with the Authority’s standards, policies and procedure for Health Management Testing, Prisoner Management Testing (voluntary), Prisoner Management Testing (mandatory) and Prevalence Testing.

9.2 Prisoner Induction and Integrated Case Management

9.2.1 Induction Process

The Contractor shall provide a comprehensive induction process for all Prisoners during the first two weeks following admission:

- provide information to the Prisoner about the activities, services and rules of the Prison and gather information from the Prisoner to inform case management and community integration;
- provide an opportunity, wherever possible, for the Prisoner's family to become involved in the induction process;
- record information about individual Prisoner attendance, participation and final outcome of induction;
- assess Prisoners in relation to education and skills, addictions, physical education, faith, community integration, healthcare and child protection; and
- assess the Prisoner's risk and need factors during the induction period, through the use of both testing and personal counselling. The Prisoner's own views shall form a vital part of this process.

9.2.2 Integrated Case Management

The Contractor shall ensure that all Prisoners have a community integration plan based on a multi-disciplinary assessment of risk and needs. Community integration plans shall be developed and delivered in collaboration with relevant agencies and shall set targets for addressing the Prisoner's offending behaviour, addressing the Prisoner's needs and preparing the Prisoner for release. Community integration plans shall also be used to co-ordinate referrals to other agencies and community partners as necessary. Risk of re-offending information, individual Prison and Prisoner management decisions, and the provision of risk and needs information to the Parole Board and Risk Management Authority shall have a clear link to a formal assessment of risks and needs.

The Contractor shall ensure full compliance with the Authority's policies and procedures for ICM.

9.2.4 Community Links

The Contractor shall:

- Provide prisoners with the necessary materials to write to family, partner, friends or other contacts; and
- Provide phones in all locations where prisoners are accommodated.

9.2.5 Induction Interviews – *revoked*

10.3.20 Enhanced Addictions Casework Services – *new paragraph*

The Contractor shall:

- have an addictions strategy, an action plan and range of appropriate interventions that aim to reduce levels of drug, alcohol, tobacco and substance misuse among Prisoners during and after custody;
- deliver a multi-disciplinary approach to the comprehensive assessment, diagnosis, treatment and intervention methods in managing addictions;
- manage the immediate psychological and physical needs of Prisoners presenting with an addictions issue on reception;
- provide comprehensive treatment services to Prisoners who require support with maintenance, stabilisation and drug detoxification;

- provide information to Prisoners about the range of services available, supports available internal and external to the Prison, harm reduction measures and the dangers of reduced tolerance;
- consult with Prisoners in their planned course of addictions treatment and/or intervention;
- provide effective links with community and Criminal Justice partners to support the delivery of the throughcare addictions service i.e. post custody support to Prisoners being released with an addictions problem;
- co-operate and, as required, share information with community and Criminal Justice partners;
- implement a strategy to reduce the availability of drugs, alcohol and addictions substances within the Prison; and
- implement a smoking policy.

The Contractor shall record all relevant information on the Data Base, as consistent with the Authority's ICM policies and procedures and provide regular and robust management information to the Authority in respect of these services.

10.4.2 External Liaison Support Services

The Contractor shall establish a range of multi-agency support services in various areas of expertise, including:

- employment;
- skill training;
- further education;
- pastoral care;
- post-addiction support;
- post-release support;
- accommodation;
- family contact; and
- benefits and finance.

Multi-disciplinary teams shall support the Integrated Case Management process and Prisoner programme delivery.

10.4.4 Preparation for Release and Public Protection

The Contractor shall operate systems and procedures for managing Prisoner throughcare and preparation for release. Details may include, but not be restricted to:

- the role of the Prison Social Work Department;
- the role of a designated pre-release counsellor;
- links with external agencies which assist with accommodation and employment;
- database of opportunities in the community;
- Prisoner placements for Prisoner's home area;
- targeting of Prisoner employment skills and post-release skills with the employment needs of the area to which the Prisoner shall return;
- through care and preparation for release programme(s); and
- activation of Multi Agency Public Protection Arrangements (MAPPA).

10.4.5 Home Detention Curfew – *new paragraph*

The Contractor shall ensure compliance with the Management of Offenders Act etc. (Scotland) 2005 and the Authority's policy and procedures in respect of Home Detention Curfew (HDC). HDC referrals require to be approved by the Controller, acting on behalf of Scottish Ministers.

12.2 Prisoners' Personal Development

12.2.1 Personal Development

The Contractor shall ensure that Integrated Case Management and personal development are central to the Prisoners' opportunity agenda and that Integrated Case Management is available to all convicted Prisoners, as appropriate to their particular status and consistent with the Authority's standards, policy and procedures.

Personal development for Prisoners shall relate explicitly to their needs. The Contractor shall work together with other agencies to support the achievement of the following offender outcomes, as appropriate, prioritising the most critical factors in individual cases:

- sustained or improved physical and mental well being;
- the ability to access and sustain suitable accommodation;
- reduced or stabilised substance misuse;
- improved literacy skills;
- employability prospects increased;
- maintained or improved relationships with families, peers and community;
- the ability to access and sustain community support, including financial advice and education;
- the ability to live independently if they choose; and
- improvements in the attitudes or behaviour which lead to offending and greater acceptance of responsibility in managing their own behaviour and understanding of the impact of their offending on victims and on their own families.

The Contractor's programmes for Prisoners' Personal Development shall align with those in use by the Authority.

The programmes shall include, but not be restricted to:

- residential behaviour and attitudes;
- offending behaviour counselling;
- addiction counselling;
- education and training;
- throughcare - Social Workers and Personal Officers;
- domestic issues;
- work training;
- physical education and leisure activities;
- religious counselling and/or observance; and
- Health Care issues.

12.2.3 Prisoner Development and sentence planning - title change

12.2.6 The Convicted and Sentenced Prisoner

Second paragraph, replace "Sentence Planning" with "ICM"

12.2.9 Personal Officer Scheme

Third paragraph, replace "Sentence Planning Manager" with "ICM Coordinator"

12.3.1 Work General

Tenth bullet, replace “Sentence Planning” with “ICM”

3. Schedule E (Payment Mechanisms) **Sche**

3. Indexed Availability Fee

The attached Annex A replaces paragraph 3 in its entirety (including the table) from the Original Contract.

4. Indexed Costs Fee

The attached Annex B replaces paragraph 4 in its entirety (including the table) from the Original Contract.

4. Schedule F (Performances Measures)

The following paragraphs/references are revoked or amended as follows:

1.0 Performance Measures Chart - Replace with attached revised chart- Annex C **Perf**

2.2 Maintaining Order, Control and a Safe Environment

(g) Incident of “Class A” Drugs – revoked; and

(h) Incident of Drugs Other Than Class A” – revoked.

2.4 Providing Prisoners with a Range of Opportunities to Exercise Personal Responsibility

(f) Failure to provide Sentence Planning – replaced with:

(f) Failure to Provide Integrated Case Management

An instance of a sentenced Prisoner not receiving Integrated Case Management in line with the policies and procedures of the Authority.

All other Terms and Conditions shall remain the same.

Signed for on behalf of

Scottish Prison Service (SPS)

By: _____

Name: _____

Title: _____

Date: _____

Signed for on behalf of

Kilmarnock Prison Services Limited (KPSL)

By: _____

Name: _____

Title: _____

Date: _____

Schedule E (Payment Mechanisms)**3. Indexed Availability Fee**

Subject to Clauses 7 (Changes to Services) and 33 (Variation of Price), the Indexed Availability Fee per Available Prisoner Place per day shall be such amount during any Performance Year being as set out in the following table, which shall be increased on each Review Date in accordance with paragraph 5 below.

Performance Year	Relevant Daily Indexed Availability Fee per Available Prisoner Place £
1	14.50
2	13.27
3	13.27
4	13.27
5	13.27
6	13.27
7	13.27
8	13.27
9	13.27
10	13.27
11 – up to 31 st July 2009	13.27
11 – from 1 st August 2009*	13.23
12	13.23
13	13.23
14	13.23
15	13.23
16	13.23
17	13.23
18	13.23
19	13.23
20	13.23
21	13.23
22	13.23
23	13.23
24	13.23
25	13.23

* As of 1st August 2009, the Contractor shall provide a revised Drug Testing Service, in accordance with clause 7.5.7 of schedule D of this Contract Amendment.

Schedule E (Payment Mechanisms)**4. Indexed Costs Fee**

Subject to Clauses 7 (Changes to Services) and 33 (Variation of Price), the Indexed Costs Fee per Available Prisoner Place per day shall be such amount during any Performance Year being as set out in the following table, which shall be increased on each Review Date in accordance with paragraph 5 below.

Performance Year	Relevant Daily Indexed Costs Fee per Available Prisoner Place £
1	27.51
2	23.94
3	24.05
4	24.05
5	24.05
6	24.05
7	24.05
8	24.05
9	24.05
10	24.05
11 – up to 31 st July 2009	24.05
11 – from 1 st August 2009**	25.11
11 – from 22 nd March 2010	25.19
12	25.19
13	25.19
14	25.19
15	25.19
16	25.19
17	25.19
18	25.19
19	25.19
20	25.19
21	25.19
22	25.19
23	25.19
24	25.19
25	25.19

** As of 1st August 2009, the Contractor shall provide additional Services for the Management of Offenders and Enhanced Addictions and a revised Drug Testing Service, in accordance with this Contract Amendment, with the exception of clause 7.5.7 of schedule D indicated in Annex A.

Performance Measures (as detailed in paragraph 2 of this Schedule)	Performance Points per Performance Measure/Incident
Absconds: Category 'C'	10
Category 'D'	5
Temporary Release - Inadequate Risk Assessment	5
Release of Prisoner in Error	30
Failure to Provide Accurate Daily Report	10
Failure to Input Basic Details into Prisoner Records Application	5
Failure to Process Accurate Warrant Details	10
Discovery Within Prison of Smuggled-In Item	25
Key/Lock Compromise	55
Failure of Security Procedures: Category 'A'	15
Category 'B'	10
Category 'C'	5
Category 'D'	1
Assault Against Staff and/or Others	
Serious Injury Assault	50
Minor Injury Assault	20
No Injury Assault	5
Assault Against Prisoners	
Serious Injury Assault	50
Minor Injury Assault	20
No Injury Assault	5
Incident of Concerted Indiscipline	20
Incident of Hostage Taking	10
Incident of Roof Climbing	30
Incident of Self-Harm	5
Contingency Planning Exercise (Non-Completion)	5
Fire Evacuation Exercise (Non-Completion)	5
Failure to Comply with Agreed Reporting Procedures	10
Tool/Implement Loss (Recovered)	2
Tool/Implement Loss (Not Recovered)	4
Failure to Provide Timeous Medical Assistance	5
Failure to see Medical Officer on Admission	2
Failure to Provide Meal	1
Failure to Comply with Health and Safety and Hygiene Requirements/Legislation	7.5
Failure to Respond to Prisoner Complaint Timeously	1
Substantiated Complaints Against Staff	10
Failure to Comply with Cleaning Schedule	5
Failure to Repair (Equipment and Services)	5
Failure to Repair (Accommodation and Other Areas of the Prison)	5
Failure to Deliver Regime Activity Hours (Sentenced Prisoners)	
Provision of 76%-95% of Hours	5
Provision of 66%-75% of Hours	10
Provision of 56%-65% of Hours	20
Provision of Equal or Less Than 55% Provision of Hours	30
Failure to Deliver Work Hours (Sentenced Prisoners)	
Provision of 76%-95% of Hours	5

Performance Measures (as detailed in paragraph 2 of this Schedule)	Performance Points per Performance Measure/Incident
Provision of 66%-75% of Hours	10
Provision of 56%-65% of Hours	20
Provision of Equal to or less than 55% provision of Hours	30
Failure to Provide Education Hours	
Provision of 76%-95% of Hours	5
Provision of 66%-75% of Hours	10
Provision of 56%-65% of Hours	20
Provision of Equal to or less than 55% provision of Hours	30
Failure to Provide Structured Activity Hours (Sentenced Prisoners)	
Provision of 76%-95% of Hours	5
Provision of 66%-75% of Hours	10
Provision of 56%-65% of Hours	20
Provision of Equal to or less than 55% provision of Hours	30
Failure to Deliver Regime Activity Hours for Remand Prisoners	
Provision of 76%-95% of Hours	5
Provision of 66%-75% of Hours	10
Provision of 56%-65% of Hours	20
Provision of Equal to or less than 55% provision of Hours	30
Failure to Provide Integrated Case Management	5
Failure to Provide Prisoner Compacts	5
Failure to Deliver Offending Behaviour Programmes	5
Failure to Deliver Pre-Release Programmes	5
Visits - Failure to Start Within 20 minutes of Visitor Arriving	1
Prisoner Not Visited by Legal Adviser	5
Failure to Report/Incorrect Reporting of any Performance Measure	50