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| HMPPS Prison Regime Recovery Planning Exceptional Delivery Model (EDM) 2Prison Industries (PSPI manufacturing for the Internal Market)Commercial work (New Futures Network) |
| **Agreed Published Version 1.0** |
| **3 July 2020** |

**Prison Industries (PSPI manufacturing for the internal market) and Commercial work (New Futures Network)**

**Introduction**

**Exceptional Delivery Models (EDMs)**

A suite of EDMs are being published as part of the guidance for prisons to guide them through construction of local RRMPs. This EDM is a brief guide on the high-level principles that must be incorporated into a local plan for each element of regime delivery. It is essential that the plan for reinstating an element of the regime does more than simply reintroduce the local procedures that pre-dated COVID measures. Each local plan must incorporate social distancing and cohorting measures, medical considerations, PPE and hygiene requirements (including regular hand-washing), as well as security and safety considerations. Each EDM will also guide establishments on the most procedurally just way to stand up each regime element under continuing COVID restrictions.

Each establishment must create a plan for every element of regime that is relevant to their category and function based on the guidance in its respective EDM. Mirroring the approach taken during the development of ERMPs, establishments have local autonomy to determine the formal and contents of each plan or procedure they produce from the EDMs but the RRP they complete summarising their local recovery proposal will be based on a template provided.

This EDM has been developed jointly by policy and operational colleagues in conjunction with specific stakeholders relevant to each area. Each EDM breaks each regime element into a series of processes or areas. Under each one there are a set of baseline requirements which must be met by each establishment. Every baseline requirement has an importance weighting from one (lowest) to three (highest) attributed to it, to assist prisons in planning and sequencing activity required. Baselines are split into those that are mandatory and those that are desirable. Each baseline also has a “level of autonomy” attached. This describes the level of freedom an establishment has over the design of the product/output required to satisfy each baseline.

This EDM outlines what activity will be permitted at level 3 (restrict) moving towards level 2 (reduce).

**Regime Recovery Management Plans- RRMP**

Prisons are required to develop local Regime Recovery Management Plans (RRMP) based on a suite of national guidance documents called Exceptional Delivery Models (EDM). Establishments are being provided with high level guidance outlining the parameters they must work within but have autonomy to build their own bespoke plans based on what works locally. Establishments will submit their RRMP together with a readiness assessment to their respective Prison Group Director (PGD). Further details are contained within the published National Framework on Regimes & Services.

**What will be delivered in prisons at different levels of regime in this EDM?**

**Level 3 (Restrict) - High Level Descriptor**

* Prisoner areas of work and industrial workshops will remain closed across the estate unless they are deemed as essential activity workshops as detailed in this EDM.

**Level 2 (Reduce) – High Level Descriptor**

* The majority of prisoner areas of work and industrial workshops will reopen across the estate. Social distancing will impact on workshop size capacity.

**Level 1 (Prepare) – High Level Descriptor**

* At this stage compartmentalisation is no longer required but ongoing screening, testing and monitoring continues to rapidly detect new infections.
* Regimes operating without the requirement for social distancing or PPE use.
* Staffing levels near target and sufficient for normal regime delivery and full workshop opening with normal capacity of work party.

**Why Prison Industries are important**

Given the need to provide essential services a small number of workshops remained operational throughout the period of lockdown (level 4). These will remain open at regime level 3 and are detailed below;

**Catering**

The provision of food for those in our care is at the core of ensuring that we meet decency standards and contribute to their health and well being. Catering delivery throughout the Covid 19 outbreak has remained consistent through the uninterrupted provision of three nutritious meals each day and the addition of a daily dietary supplement pack.

**Retail**

The delivery of ‘canteen’ is critical in the promotion of decency and the good order and discipline within establishments. In order to maintain this critical service, whilst maintaining social distancing and other health and safety arrangements, two external packing sites were mobilised and canteen provision has continued each week. As with wider society, there have been elements of stock that have been unavailable at points during the Covid 19 outbreak, however, core canteen delivery has been retained

**Laundries**

Clean clothing and bedding are critical to the safe and decent operation of prison regimes. At present whilst there are potential commercial avenues for the washing of sheets and blankets, there is an absence of commercial options for the washing of prison clothing. Accordingly, Laundry workshops are identified as a number one priority.

**Waste management and recycling of internal waste**

Prisons create tonnes of waste per week and in order to help restrict the prevalence of vermin and other pests and to maintain the health and safety of staff and prisoners these units were maintained in prisons.

**Land based activities and horticulture**

The ability of our land based sites to provide fresh produce to prison kitchens is welcomed by caterers in many prisons. Some sites growing crops in polytunnels, greenhouses and open ground have remained functional enabling salad and vegetable crops to be grown . A small number of our agricultural sites also keep livestock, these have remained operational to ensure that the required welfare standards are maintained. The work which is carried out in polytunnels, greenhouses and especially outdoors will allow scope to following government social distancing guidelines.

**Additional Workshops**

In addition to these essential service workshops a number of others were deemed important to remain open and these are shown in Annex A and are in addition to those essential workshops listed above. They include some textile, printing, engineering, plastics and woodwork workshops that

Governors/Directors will continue to follow guidance from Covid-Gold in regards to ‘cohorting’ and allocation to activities.

**Exceptional Delivery Regime model: Prison Industries Manufacturing for the Internal Market (PSPI) and Commercial Work supported by New Futures Network (NFN)**

**Guide to weightings/prioritisation (mandatory tasks only)**

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| --- | --- | --- |
| Value | Description |  |
| 3 | Highest– action required as a precursor to other tasks |
| 2 | Medium – action required as part of wider work |
| 1 | Lowest – action required once others have been completed |

**Guide to autonomy levels (mandatory tasks only)**

|  |  |  |
| --- | --- | --- |
| Value | Description |  |
| Total | Establishment has total autonomy to determine the design of the product that satisfies the baseline |
| Partial | Establishment has partial autonomy – the ability to choose from pre-determined delivery options (which are specified) |
| Limited | Establishment has limited autonomy and must deliver the product as stipulated |

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| --- | --- | --- | --- | --- |
| **Area/Process** | **Baseline** | **Weighting (1,2,3)** | **Autonomy Level****(total, partial, limited)** | **Comments/Sources of information** |
| **Mandatory actions** |
| **1 – Preparation: staff, prisoner workforce and manufacturing considerations** | **1.1** Conduct a local review of existing workshop Risk Assessments including access and egress for staff and the prisoner workforce in and around the workshop complex. | **3** | **Total** |  |
| **1.2** Conduct a local review of the workshop layout to factor in the need for social distancing for staff. Particular attention should be given to the:- Numbers of staff - Workshop office- Access to toilets- Staff tea room facilities, if applicable- Tool store, materials store, etc. | **3** | **Total** |  |
| **1.3** Conduct a local review of the layout of each individual workshop to factor in the need for social distancing for the prisoner workforce, and the structure of the working day. Particular attention should be given to the:- Staffing levels- Numbers of prisoners - Space between work stations- Use of floor markings if appropriate- Signage regarding health and safety- Arrangements/ instructions for handwashing and/or application of hand gels- Arrangements/instructions for break times- Arrangements/instructions for access to toilets | **3** | **Total** |  |
| **1.4** Conduct a local review ofthe arrangements for the safe issuing and cleaning of tools and work stations. - Ensure tools are cleaned before being returned to the shadow board/tool cabinet. - Ensure work stations are cleaned after use.  | **3** | **Total**  |  |
| **1.5** Conduct a local review ofthe safe issuing of materials and receipt of finished goods. | **2** | **Total** |  |
| **1.6** Conduct a local review ofthe processes for the prisoner workforce to change into and out of workwear before the start and the end of the activity session. - To include provision of clean kit and laundering. | **2** | **Total** |  |
|  | **1.7** Conduct a local review on the availability of PPE and ensure there are adequate provisions where required. | **3** | **Total** |  |
| **Area/Process** | **Baseline** | **Weighting (1,2,3)** | **Autonomy Level****(total, partial, limited)** | **Comments/Sources of information** |
| **2 – Preparation security processes** | **2.1** Conduct a local review of existing workshop Security Risk Assessments focusing on the arrangements for the searching of prisoners on entry and egress into the workshop. | **3** | **Total** | Local Security Strategy  |
| **2.2** Conduct a local review of existing workshop Security Risk Assessments including searching of materials in the workshop and finished goods being prepared for despatch. | **2** | **Total** | Local Security Strategy  |
| **2.3** Conduct a local review of the searching of vehicles, delivery drivers and internal escorting of vehicles around the establishment. (Consider taking the temperature of delivery drivers). | **2** | **Total** | Local Security Strategy |
| **2.4** Conduct a local review of the control of tools.- Consider if the numbers of tools can be reduced to avoid cross contamination. | **2** | **Total** | Local Security Strategy |
| **Area/Process** | **Baseline** | **Weighting (1,2,3)** | **Autonomy Level****(total, partial, limited)** | **Comments/Sources of information** |
| **3 – Management Checks** | **3.1** Conduct a local review of management checks by the Industrial Manager to be updated to include additional checks on COVID controls. | **2** | **Total** |  |
| **3.2** Conduct a local review of visits from PSPI to include frequency and any additional COVID controls. | **1** | **Partial** |  |
| **Area/Process** | **Baseline** | **Weighting (1,2,3)** | **Autonomy Level****(total, partial, limited)** | **Comments/Sources of information** |
| **4 – Stakeholder management**  | **4.1** Although all revisions to the arrangements for Prison Industries will besubject to consultation with recognised Trades Unions as part of the Establishment Regime Management Plan, a local internal stakeholder engagement plan must be developed to assist in communicating any revised working arrangements with:- Staff- Prisoner workforce- Activities hub- OMiC Team- Education Team | **3** | **Total** |  |
| **4.2** Develop a local external stakeholder engagement plan to assist in communicating with any:- suppliers of raw materials- hauliers- machinery/plant maintenance contractors | **2** | **Total** |  |
| **4.3** Develop a local external stakeholder engagement plan in partnership with New Futures Network (NFN) to assist in communicating with any:- commercial or training partners/customers | **2** | **Partial** | Annex B – Further guidance on engaging businesses and ‘customers’ List of accounts, and letter template. |
| **5 – Manufacturing processes** | **5.1** Conduct a local review of the strategy for safely dealing with waste generated from industrial activities, ensuring waste is cleared from workshops daily. | **3** | **Total** |  |
| **5.2** Develop a coordinated strategy to receive material deliveries from suppliers minimising the numbers of deliveries where possible. | **1** | **Total** |  |
| **5.3** Conduct a review of manufacturing workflows to minimise the movement of people and products through the manufacturing processes. | **2** | **Total** |  |
| **Desirable actions** |
| **6**  | **6.1** Where possible, and if storage space is available, change into overalls when commencing work and leave overalls and PPE in the workshops at the end of shift. |  |  |  |
| **7** | **7.1** Where possible, consider the introduction of tool kits allocated to the same prisoner every day to prevent the sharing of tools. |  |  |  |

**Annex A – List of Workshops Opened Temporarily During Level 4 that could potentianlly continue into Level 3 regimes depending on need across the estate and country**

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| Establishment  | Workshop | Rationale  |
| Coldingley  | Print | Workshop is being **run by instructional officers** and is printing signs enabling social distancing for use across the Estate. |
| Holme House | Print | Workshop is being **run by instructional officers** and is printing signs enabling social distancing for use across the Estate. |
| Aylesbury  | Print | Workshop is being **run by instructional officers** and is printing signs enabling social distancing for use across the Estate. |
| Channings Wood | Textiles | Workshop is critical for the manufacture of scrubs or scrub bags to support frontline NHS staff. Manufacture is being undertaken by a **combination of instructional officers and offenders.** |
| Downview  | Textiles  | Workshop is critical for the manufacture of scrubs or scrub bags to support frontline NHS staff. Manufacture is being undertaken by a **combination of instructional officers and offenders.** |
| Highdown | Textiles  | Workshop is critical for the manufacture of scrubs or scrub bags to support frontline NHS staff. Manufacture is being undertaken by a **combination of instructional officers and offenders.** |
| Highpoint | Textiles | Workshop is critical for the manufacture of scrubs or scrub bags to support frontline NHS staff. Manufacture is being undertaken by a **combination of instructional officers and offenders.** |
| New Hall  | Textiles  | Workshop is critical for the manufacture of scrubs or scrub bags to support frontline NHS staff. Manufacture is being undertaken by a **combination of instructional officers and offenders.** |
| Risley | Textiles  | Workshop is critical for the manufacture of scrubs or scrub bags to support frontline NHS staff. Manufacture is being undertaken by a **combination of instructional officers and offenders.** |
| Swansea | Textiles | Workshop is critical for the manufacture of scrubs or scrub bags to support frontline NHS staff. Manufacture is being undertaken by a **combination of instructional officers and offenders.** |
| Wakefield | Textiles | Workshop is critical for the manufacture of scrubs or scrub bags to support frontline NHS staff. Manufacture is being undertaken by a **combination of instructional officers and offenders.** |
| Whatton | Textiles | Workshop is critical for the manufacture of scrubs or scrub bags to support frontline NHS staff. Manufacture is being undertaken by a **combination of instructional officers and offenders.** |
| Wymott | Textiles | Workshop is critical for the manufacture of scrubs or scrub bags to support frontline NHS staff. Manufacture is being undertaken by a **combination of instructional officers and offenders.** |
| Norwich | Textiles | Workshop is critical for the manufacture of scrubs or scrub bags to support frontline NHS staff. Manufacture is being undertaken by a **combination of instructional officers and offenders.**  |
| Albany  | Textiles | Workshop is critical for the manufacture of face coverings for use across the Estate. |
| Foston Hall  | Textiles | Workshop is critical for the manufacture of face coverings for use across the Estate. |
| Garth | Textiles | Workshop is critical for the manufacture of face coverings for use across the Estate. |
| Haverigg | Textiles | Workshop is critical for the manufacture of face coverings for use across the Estate. |
| Holme House | Textiles | Workshop is critical for the manufacture of face coverings for use across the Estate. |
| Liverpool  | Textiles | Workshop is critical for the manufacture of face coverings for use across the Estate. |
| Ranby  | Textiles | Workshop is critical for the manufacture of face coverings for use across the Estate. |
| The Verne | Textiles | Workshop is critical for the manufacture of face coverings for use across the Estate. |
| Wandsworth | Textiles | Workshop is critical for the manufacture of face coverings for use across the Estate. |
| Wayland | Textiles | Workshop is critical for the manufacture of face coverings for use across the Estate. |

**Workshops using mostly instructors and in some cases very small numbers of offenders to manufacture some items for the internal market which cannot be sourced externally.**

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| Establishment  | Workshop  | Why  |
| Bure | Engineering | Bure is the sole manufacturer of volumetric control boxes which hold prisoner property in cells. The workshop has been operated by instructional officers only. |
| Featherstone  | Engineering  | Featherstone is the primary manufacturer of steel beds and ladder guard rails, the workshop has been operated predominately by instructional officers. Should Featherstone have closed, market alternatives could have be sourced, however, a recent competition resulted in a 700% price increase on internal manufacturing costs.  |
| Stoke Heath | Engineering | Second largest manufacturer of steel beds. |
| Frankland | Woodwork  | Frankland manufactures the full core decency range. |
| Channings Wood | Woodwork | Workshop has significant infrastructure with ability to manufacture both Whitewood furniture and C+E range. |
| Garth  | Plastics  | Garth manufacture the full core decency range, and is the sole manufacturer of toothbrushes. |
| Ranby  | Plastics  | Sole manufacturer of plastic in cell chairs. |
| Leyhill | Print  | Leyhill is the print distribution centre which is essential for the continued distribution of all printed prison stationary.  |
| Manchester  | Print | The workshop is critical to the continued supply of critical prison stationary including Prisoner Escort Record (PER) and ACCT forms. The workshop has been operated by instructional officers only. |
| Norwich | Print  | The workshop is critical to the continued supply of critical prison stationary including Prisoner Escort Record (PER) and ACCT forms. The workshop has been **operated by instructional officers only.** |
| Buckley Hall  | Textiles | The workshop has the machinery and staff skills required to manufacture key items of prisoner clothing. The workshop has been **operating with a reduced roll.** |
| Bullingdon | Textiles | The workshop has the machinery and staff skills required to manufacture key items of prisoner clothing. The workshop has been **operating with a reduced roll.** |
| Featherstone | Textiles  | The workshop has the machinery and staff skills required to manufacture key items of prisoner clothing. The workshop has been **operating with a reduced roll.** |
| Hewell | Textiles | The workshop has the machinery and staff skills required to manufacture key items of prisoner clothing. The workshop has been **operated by instructional officers only.** |
| Holme House | Textiles | The workshop has the machinery and staff skills required to manufacture key items of prisoner clothing. The workshop has been **operating with a reduced roll.** |
| Lindholme | Textiles | The workshop has the machinery and staff skills required to manufacture key items of prisoner clothing. The workshop has been **operated by instructional officers only.** |
| Ranby | Textiles | The workshop has the machinery and staff skills required to manufacture key items of prisoner clothing. The workshop has been **operated by instructional officers only.** |
| Stafford | Textiles | The workshop has the machinery and staff skills required to manufacture key items of prisoner clothing. The workshop has been **operating with a reduced roll.** |
| Wayland | Textiles | The workshop has the machinery and staff skills required to manufacture key items of prisoner clothing. The workshop has been **operated by instructional officers only.** |
| Wealstun | Textiles | The workshop has the machinery and staff skills required to manufacture key items of prisoner clothing. The workshop has been **operating with a reduced roll.** |
| Whatton | Textiles | The workshop has the machinery and staff skills required to manufacture key items of prisoner clothing. The workshop has been **operated by instructional officers only.** |

**Annex B – Further guidance on engaging with businesses/ ‘customers’**

The COVID-19 pandemic has significantly affected the ability of customers and prisons to meet their contractual obligations as most face to face workshop activity has been suspended by HMPPS. The period during which temporary payment assurance will be in place will therefore be for the period commencing 24th March 2020 until the regime restrictions are lifted by HMPPS or 30th October 2020, whichever is sooner. For those prisons that have commercial industry workshop customers it is recommended that the Governor appoints a named Single Point of Contact within the prison who has responsibility for coordinating communications and actions and being the liaison with NFN and other key stakeholders, including Finance Business Partners.

There is a pressing need for staff to keep customers informed of the approach to manage these contractual difficulties during and after the crisis, particularly given we are reliant on their proactive support in delivering services during the crisis. It is therefore vitally important to maintain regular communication, with customers who may be experiencing severe consequences of the Covid-19 pandemic. Some will be keen to recommence workshops activities as soon as it is safe to do so, others may be more reluctant and will be seeking reassurance about productivity, continuity and safety. The guidance below will assist you support commercial customers at risk, so they are better able to cope with the current crises and work with them to develop a transition plan ready to be implemented as soon as regime restrictions are lifted. It will also help support a return to normal service delivery and a fulfilment of contractual obligations when the outbreak is over.

It covers:

* Contracts, invoicing and debt
* Operating safely
* Recovery planning

Any temporary variations should be made available at the sole discretion of HMPPS and be time limited, to expire no later than 30th October 2020.

Contracts, Invoicing and debt

**Should I continue to charge customers the license fee (sometimes referred to as ‘rent’) set out in the agreements while workshops are closed?**

No. When C-19 restrictions mean that a workshop is closed and unable to provide services for commercial customers, all charges relating to the workshop – including rent and prisoner wages – should be waived temporarily for the period commencing 24th March 2020 until the regime restrictions are lifted by HMPPS or 30th October 2020. This may have an impact on prison budgets due to lost revenue that will need to be considered locally. In a circumstance where both the prison and customer have been able to maintain the provision of work and productivity it would be justifiable to maintain the appropriate charges and/or fees.

 **Customers may ask to renegotiate contract terms, particularly pricing, given the financial challenges they are facing. What is our position?**

Agreeing a temporary change of terms for the period commencing 24th March 2020 until the regime restrictions are lifted by HMPPS or 30th October 2020 is appropriate when the prison cannot provide the agreed capacity or productivity levels agreed in the contract. As a guideline: for contracts that provide assembly and packaging the rate will remain unchanged as it is chargeable based on the volume of product produced. But for some other more complex contracts, including those that include a license fee: if a workshop is 50% as productive, due to social distancing, then the licence fee should be reduced by 50% and prisoner wages should be chargeable only for those working.

Temporary variations like this must be well documented and regularly reviewed to ensure a return to normal trading when it is safe and appropriate to do so and may have an impact on prison budgets. The New Futures Network (NFN) is available to provide further advice and guidance on a case-by-case basis. You should contact your Regional Employment Broker – or the national lead if the contract is managed nationally.

 **Our standard payment terms are 30 days from invoice date. Can/should there be a relaxation of credit terms for customers who are struggling to pay their invoices?**

Yes. For many customers cashflow will be a problem. Delaying the payment of invoices may mean that the company survives, and we maintain the opportunity for payment when their financial situation or stabilises. There is little to be gained by taking legal action to recover aged debt in the current climate. We must also be mindful of the reputational damage aggressive pursuance may cause to the HMPPS and the Government.

**Should we be offering a payment plan over an extended period to help companies and other organisations repay what is owed to us?**

Yes, this is something we should consider. A payment plan for amounts owed for the period until the regime restrictions are lifted by HMPPS or 30th October 2020 might be a sensible solution and these should be agreed between the Governor and Finance colleagues. NFN, including regional employment brokers, should be consulted when these are being considered for national accounts (generally those that span multiple prisons). Once a plan is agreed it is important that it is closely monitored to ensure we stand every chance of recovering everything that is owed. We maintain our responsibility as custodian of the public purse and should engage with our customers, at a suitable time, to discuss an agreeable plan for age debt accrued prior to the national restrictions.

**What can we do to ensure customers are treated consistently across HMPPS?**

The best way to ensure this is to follow the principles set out in this document. Where prisons wish to diverge from these on a case-by-case basis, it will be important to document and be able to justify the reasoning behind this. For the national accounts (i.e. generally those that span multiple prisons) the expectation is that designated NFN Account Owners will lead on negotiations, working closely with you.

**What obligations does the customer have during this period?**

We acknowledge that there will need to be some flexibility from both the customer and prisons during this period of uncertainty. Prisons should consider appropriate concessions and in return customers shall be expected to engage with prisons at an appropriate time to provide continuity of services following the Covid-19 disruption. A template letter is attached at Annex C to this guidance, acknowledging that they are requesting relief, and that they will continue to collaborate with the prison with the intention of resuming services when both parties consider it safe and appropriate to do so.

**Is the customer obliged to continue providing services after the crisis is over?**

1. For reasons of continuity we expect customers to continue their engagement with prisons wherever possible when normal service resumes and to reciprocate the goodwill that has been extended to them during this period. We expect customers to collaborate with and agree with HMPPS the development of any temporary revisions throughout the Covid-19 period. This additionally includes the delivery of products to prisons. Prison staff are expected to maintain routine dialogue with customers locally to agree how this is best delivered.

Operating safely

**When regime guidance changes and workshops reopen, how do we determine safe levels of attendance?**

We do not want to pre-empt whatever guidance from Public Health England or HMPPS. However, it will be important for discussions to take place between the prison in consultation with appropriate trade unions and the commercial customer about suitable operating arrangements during the recovery phase until business returns to normal. For example, companies will have ideas about how to re-work space which should be considered.

**Who is responsible for providing appropriate Personal Protective Equipment (PPE) to the people working in the facility, including staff and prisoners?**

Governors have a duty to take reasonable care of the safety of prisoners, HMPPS staff and any visitors in their care. PPE necessitated for prisoners and HMPPS staff due to Covid-19 should be paid for by the prison. PPE necessitated for Customer’s staff, including PPE for Covid-19 is the responsibility of the Customer together with any non Covid-19 PPE that is necessary to operate the workshop under normal circumstances and this should be paid for by and provided by the commercial company. In circumstances where the customer cannot supply PPE then advice must be sought from NFN. Any failure of the customer to provide appropriate PPE for their own staff may result in refusal to allow them entry into the prison and potential contract termination.

**If the prison is unable to provide appropriate PPE or implement other guidance to protect against Covid-19 and the workshop cannot function because of it, will customers still be expected to pay licences fees and any other agreed costs?**

No. When Covid-19 restrictions mean that a workshop is closed and unable to provide services on behalf of commercial customers, all charges relating to the workshop – including rent and prisoner wages – should be waived for the period commencing 24th March 2020 until the regime restrictions are lifted by HMPPS or 30th October 2020. A template letter is enclosed at Annex C that should be completed and signed by the prison representative and the Customer setting out the temporary changes.

Recovery planning

**Who takes the lead on recovery discussions with the customer?**

It is important to maintain regular dialogue with our commercial customers and employers. The New Futures Network (NFN), including regional brokers and national sector leads, will be on hand to offer advice and guidance. Indeed, for some larger customers, particularly those that span multiple prisons, the expectation is that designated NFN Account Owners will lead on negotiations, working closely with you.

**What do we do if we learn that one of our customers is planning to lay off some of their workforce or plan redundancies within their business in the community?**

The HMPPS policy is that commercial work in prisons should not come at the cost of work in the community. If you find that a commercial company you work with is making redundancies in the community please contact your NFN regional broker. NFN will work with you to assess the implications on a case-by-case basis.

**What do we do if we learn that one of our customers is continuing to furlough some of its staff in the community whilst continuing to provide work in prisons?**

Please contact your NFN regional broker. NFN will work with you to assess the implications on a case-by-case basis.

**Annex C: Template letter**

Dear xxxxxxxx,

**Provision of Services at HM Prison xxxxxxxxxxxxxxxx**

1. CUSTOMER RELIEF PERTAINING TO THE COVID 19 DISRUPTION

We refer to the contract for [describe nature of service] between you and the Secretary of State for Justice ‘The Authority’ dated [insert date].

As a result of the COVID-19 pandemic’s impact on the Customer’s ability to meet its full contractual obligations under the Contract, from 24 March 2020 until 30 October 2020 (or such other end date(s)) as may be notified by The Authority (the “**Covid Relief Period**”), The Authority intends to offer the Customer contractual relief, as set out below in paragraph 2.

2. RELIEF HMPPS AGREES TO GRANT TO THE CUSTOMER

During the Covid Relief Period:

[clearly set out the relief being given, including any license fee reductions or extended credit terms beyond the standard 30 days]

3. CUSTOMER RELIEF to HMPPS

In return for the Customer Relief both Parties agree not to terminate the current Contract and will work collaboratively with the intention of completing any unfinished work and resume full services when both Parties agree it is safe and appropriate to do so.

The Customer hereby agrees that in consideration for the Customer Relief granted by The Authority, that during the Covid Relief Period, the Customer:

1. a) will continue to deliver any Services for the respective Contract wherever possible and shall use best endeavours to collaborate with and agree with The Authority the development of revised delivery models throughout the Covid Relief Period. The Authority’s Personnel will maintain routine dialogue with Customer Personnel locally to agree how this is best delivered.
2. b) will operate and behave with integrity. The Authority may recover any charges withheld during the Covid Relief Period from the Customer if the Customer is found to have taken undue advantage of the situation or failed in its duty to act transparently and with integrity.
3. c) confirms they will deliver the Services specified in the Contracts in full (subject to any variations required by The Authority to comply with public health advice) following the end of the Covid Relief Period.

4. INTENTION TO BE BOUND

The parties intend this letter to be legally binding. If there is an inconsistency between any of the provisions of this letter and the provisions of the Contracts, the provisions of this letter shall prevail.

5. THIRD PARTY RIGHTS

No one other than a party to this letter or the Crown shall have any right to enforce any of its terms.

6. GOVERNING LAW

This letter and all disputes or claims (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

7. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this letter or its subject matter or formation.

Please acknowledge receipt and acceptance of this letter by signing, dating and returning the enclosed copy.

Yours faithfully,

[insert name]

On behalf of The Authority

We hereby acknowledge receipt and accept the contents of this letter

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On behalf of the Customer

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_