



**SCHEDULE 5:**  
**MOBILISATION**

**CONTENTS**

1	DEFINITIONS.....	3
2	PURPOSE .....	5
3	PREPARATION FOR SERVICE PERIOD.....	5
4	RAMP-UP .....	5
5	SERVICES COMMENCEMENT .....	5
6	AVAILABILITY OF PRISONER PLACES .....	6
7	INITIAL CUSTODIAL SERVICE DELIVERY PLAN .....	6
8	INITIAL OPERATING PROCEDURES.....	9
9	APPROVAL OF OPERATING PROCEDURES .....	9
10	THE MOBILISATION ASSURANCE PLAN .....	10
11	REPORTING .....	12
12	CHECKPOINT MEETINGS .....	12
13	STABILITY THREAT ASSESSMENT MEETINGS .....	14
14	CONTRACTOR'S STAFF INFORMATION .....	15
15	AUTHORITY PACKAGE OF SUPPORT .....	15
	APPENDIX 1 – MOBILISATION STRATEGY .....	17



1. **DEFINITIONS**

1.1 For the purpose of this **Schedule 5 (Mobilisation)**, unless the context otherwise requires:

"**Authority Package of Support**" or "**APOS**" has the meaning given in **paragraph 15 (Authority Package of Support)**;

"**Checkpoint Meeting**" means the meetings required pursuant to **paragraph 12 (Checkpoint Meetings)** and section 2 of the Mobilisation Strategy;

"**Construction Plan**" means the plan prepared by the Contractor setting out its fundamental activities in the management and execution of any Works;

"**ICSDP Approval Certificate**" has the meaning given in **paragraph 7.3.1.1 (Approval of the Initial Custodial Service Delivery Plan)**;

"**ICSDP Notice of Non-Compliance**" has the meaning given in **paragraph 7.3.1.2 (Approval of Initial Custodial Service Delivery Plan)**;

"**ICSDP Reports**" has the meaning given to it in **paragraph 7.4.1.1 (Approval of Initial Custodial Service Delivery Plan)**;

"**Initial Custodial Service Delivery Plan**" or "**ICSDP**" has the meaning given to it in **paragraph 7.1 (Initial Custodial Service Delivery Plan)**;

"**Local Security Strategy**" has the meaning given in **Schedule 4 (Authority Policies)**;

"**Maximum Available Prisoner Places**" has the meaning given to it in **Schedule 14 (Payment Mechanism)**;

"**Mobilisation**" or "**Mobilisation Period**" means the period commencing on the Commencement Date and ending on either: (a) the completion of the Preparation for Service phase if an Existing Prison; or (b) the completion of the Ramp-Up Period (if a New Prison) and covers all activity undertaken by the Contractor to prepare to deliver, and then deliver, all Services within the Prison;

"**Mobilisation Strategy**" means the document entitled 'Prison Operator Competition Mobilisation Strategy' as set out in **Appendix 1 (Mobilisation Strategy)** which details the key elements of Mobilisation that: (a) the Contractor shall



comply with where the Prison is an Existing Prison; and (b) how the Authority requires Mobilisation to be carried out by the Contractor where the Prison is a New Prison;

**"Preparation for Service Period"** means, in respect of New Prisons and Existing Prisons, the period between the Commencement Date and the Services Commencement Date;

**"Ramp-Up Rate"** means, in respect of any New Prison, the addition of [ ] Available Prisoner Places per week;

**"Stability Threat Assessment Meeting" or "STAM"** means the meeting carried out in accordance with **paragraph 3.10 (Stability Threat Assessment Meeting)** and section 3 of the Mobilisation Strategy; and

**"Transformation Plan"** means, in respect of Existing Prisons, the transformation plan prepared by the Contractor in accordance **paragraph 10.3 (The Mobilisation Assurance Plan)** that forms part of the Mobilisation Assurance Plan.



2. **PURPOSE**

2.1 The Authority wishes to ensure that the Services to be delivered by the Contractor pursuant to the Authority's Requirements are mobilised in a timely manner that is safe, secure and decent for Prisoners, staff and delivery partners at all times.

2.2 This **Schedule 5 (Mobilisation)** sets out the various elements of Mobilisation, the phases of its delivery and the terms of support offered by the Authority when accessed by the Contractor to enable effective delivery of the Services.

3. **PREPARATION FOR SERVICE PERIOD**

Payment for the Preparation for Service Period shall be made in accordance with **Schedule 14 (Payment Mechanism)**.

4. **RAMP-UP**

4.1 This **paragraph 4 (Ramp-Up)** applies to New Prisons only.

4.2 The Contractor shall comply with the Ramp-Up Timetable.

4.3 The Contractor shall notify the Authority if additional accommodation will not or is unlikely to be available to meet the average Ramp-Up Rate over any one (1) Month period.

4.4 The Contractor shall add no more or less than [REDACTED] Additional Prisoner Places above or below the Ramp-Up Rate in any one week without prior approval of the Authority.

4.5 The Authority reserves the right to pause or reduce the volume of new Prisoners transferred into the Prison.

4.6 Payment for Ramp-Up shall be made in accordance with **Schedule 14 (Payment Mechanism)**.

5. **SERVICES COMMENCEMENT**

5.1 On and from the Services Commencement Date the Authority shall, subject to and in accordance with the terms and conditions of this Contract, hand over control of the Prison to the Contractor and the Contractor shall commence provision of the Services in accordance with this Contract.



- 5.2 The Contractor shall measure its performance from the Services Commencement Date in accordance with **Schedule 15 (Performance Mechanism)** (including in respect of any Ramp-Up Period (if applicable)).
- 5.3 Subject to the provisions of **paragraph 13 (Prison Specific Information)** of **Schedule 14 (Payment Mechanism)**, the Contractor shall at all times on and from the Services Commencement Date provide to the Authority no less than the Maximum Available Prisoner Places.
- 5.4 Subject to **clause 12 (Compensation Events)**, the Authority may, by giving written notice to the Contractor, postpone the Services Commencement Date until the date specified in such notice.
- 5.5 The Authority shall procure that any necessary Statutory Certificates in respect of the Prison are current and valid as at the Services Commencement Date.

## 6. AVAILABILITY OF PRISONER PLACES

- 6.1 A Prisoner Place shall not be capable of constituting an Available Prisoner Place until the Authority has approved all Initial Operating Procedures in accordance with **paragraph 9.3 (Approval of Operating Procedures)**.
- 6.2 If a Prisoner Place has not satisfied the requirements at **paragraph 6.1 (Availability of Prisoner Places)** prior to the Services Commencement Date, the Prisoner Place in question shall not be deemed to be an Available Prisoner Place and the Contractor shall not be entitled to payment for such Prisoner Place until such time as the provisions of **paragraph 6.1 (Availability of Prisoner Places)** are satisfied.

## 7. INITIAL CUSTODIAL SERVICE DELIVERY PLAN

- 7.1 Within one (1) Month following the Commencement Date, the Contractor shall provide to the Authority an initial plan detailing how the Contractor intends to prepare for providing and provide the Services during the Mobilisation Period (the "**Initial Custodial Service Delivery Plan**").
- 7.2 The Contractor shall ensure that the Initial Custodial Service Delivery Plan contains:
- 7.2.1 a staff handbook;
  - 7.2.2 public relations procedures;



- 7.2.3 the Mobilisation Assurance Plan (including the Transformation Plan (if relevant));
- 7.2.4 the dates by which the Initial Operating Procedures are to be delivered to the Authority's Representative as set out in **paragraph 8 (Operating Procedures)**;
- 7.2.5 a copy of the partnering agreements entered into pursuant to **clause 14.6 (Working with the Healthcare Provider, Social Care Service Provider and Probation Provider)**;
- 7.2.6 details of the requirements for training on the Authority's ICT System pursuant to **clause 9.6 (Training)**;
- 7.2.7 a resourcing plan for the entire Mobilisation Period;
- 7.2.8 the Contractor's plan on providing appropriate employment opportunities for certain Prisoners (as further detailed in **paragraph 2.2(e) (Aims and Objectives) of Part 3 (Prison Industries) of Schedule 1 (Authority's Custodial Service Requirements)**);
- 7.2.9 the Contractor's plan on the minimum number of Work Places (as such term is defined in **Part 3 (Prison Industries) of Schedule 1 (Authority's Custodial Service Requirements)**) (as further detailed in **paragraph 5 (Prisoner Work) of Part 3 (Prison Industries) of Schedule 1 (Authority's Custodial Service Requirements)**);
- 7.2.10 details of the Contractor's proposed incentive and earned privileges scheme (as further described in **paragraph 6 (Performance Management and Incentivisation) of Part 3 (Prison Industries) of Schedule 1 (Authority's Custodial Service Requirements)**); and
- 7.2.11 an update on the details set out in the Contractor's Proposals for Purposeful Activities for Prisoners.

### 7.3 **APPROVAL OF THE INITIAL CUSTODIAL SERVICE DELIVERY PLAN**

- 7.3.1 Within twenty (20) Business Days after receipt of the Initial Custodial Service Delivery Plan, the Authority's Representative shall either:



- 7.3.1.1 issue a certificate (the "**ICSDP Approval Certificate**") confirming that he or she is satisfied that the Initial Custodial Service Delivery Plan is in accordance with the requirements of the Contract; or
- 7.3.1.2 issue a notice (an "**ICSDP Notice of Non-Compliance**") stating that the ICSDP Approval Certificate has not been issued, specifying the grounds on which the ICSDP Notice of Non-Compliance is based (provided that such grounds shall be one or more of those set out in **paragraph 1.4 (Grounds for Amendment)**, **paragraphs 3.2.2.1 to 3.2.2.5 (Grounds of Objection)** of **Schedule 17 (Review Procedure)**) and specifying any matters that must be attended to before the ICSDP Approval Certificate can be issued.
- 7.3.2 Following receipt of an ICSDP Notice of Non-Compliance, the Contractor shall attend to such outstanding matters referred to in the ICSDP Notice of Non-Compliance and shall deliver the revised Initial Custodial Service Delivery Plan to the Authority within ten (10) Business Days after receipt of the ICSDP Notice of Non-Compliance so that the procedure in **paragraph 7.3.1 (Approval of Initial Custodial Service Delivery Plan)** is repeated as often as necessary to ensure that all outstanding matters in relation to the Initial Custodial Service Delivery Plan are attended to and the ICSDP Approval Certificate can be issued in accordance with **paragraph 7.3.1 (Approval of Initial Custodial Service Delivery Plan)**.
- 7.3.3 If the Parties are unable to agree the Initial Custodial Service Delivery Plan, the Dispute Resolution Procedure shall apply.
- 7.3.4 Without prejudice to the Contractor's obligations pursuant to **paragraph 5 (Services Commencement)**, no Prisoner Places shall constitute Available Prisoner Places until the Authority's Representative has approved the Initial Custodial Service Delivery Plan.

#### 7.4 **UPDATES TO THE INITIAL CUSTODIAL SERVICE DELIVERY PLAN**

- 7.4.1 The Contractor shall:
- 7.4.1.1 for the duration of the Mobilisation Period, produce progress updates ("**ICSDP Reports**") to the Initial Custodial Service





Delivery Plan each Month for each Checkpoint Meetings no later than one (1) Business Day in advance of each Checkpoint Meeting up to the end the Mobilisation Period; and

7.4.1.2 ensure that the ICSDP Reports contain details of the Contractor's progress against the Initial Custodial Service Delivery Plan.

7.4.2 The Parties acknowledge that the production of an ICSDP Report may require the Initial Custodial Service Delivery Plan to be amended. If the Initial Custodial Service Delivery Plan requires amendment, the Contractor shall:

7.4.2.1 amend the Initial Custodial Service Delivery Plan accordingly; and

7.4.2.2 issue it to the Authority's Representative for approval,

and the procedure outlined in **paragraph 7.3 (Approval of Initial Custodial Service Delivery Plan)** shall be repeated until the amended Initial Custodial Service Delivery Plan is approved by the Authority.

## 8. INITIAL OPERATING PROCEDURES

The Contractor shall provide to the Authority and the Authority's Representative details of each core operating procedure for each service requirement area contained in the Competition Operator Requirements ("**Initial Operating Procedure**") at least sixty (60) Days prior to the Services Commencement Date (or, if earlier, the date for delivery specified within the Initial Custodial Service Delivery Plan).

## 9. APPROVAL OF OPERATING PROCEDURES

9.1 Within twenty (20) Business Days after receipt of each Initial Operating Procedure, the Authority's Representative shall either:

9.1.1 issue a certificate (an "**Operating Procedure Approval Certificate**") confirming that he or she is satisfied that the Initial Operating Procedure in question is in accordance with the requirements of this Contract; or

9.1.2 issue a notice (an "**Operating Procedure Notice of Non-Compliance**") stating that the Operating Procedure Approval Certificate has not been issued, specifying the grounds on which the Operating Procedure Notice of Non-Compliance is based (provided that such grounds shall be one or more of those set out in **paragraph 1.4 (Grounds for Amendment)**, **paragraphs**



**3.2.2.1 to 3.2.2.5 of Schedule 18 (Review Procedure))** and specifying any matters that must be attended to before the Operating Procedure Approval Certificate can be issued.

9.2 Following receipt of an Operating Procedure Notice of Non-Compliance, the Contractor shall attend to such outstanding matters referred to in the Operating Procedure Notice of Non-Compliance and shall deliver such revised Initial Operating Procedure to the Authority's Representative within five (5) Business Days after receipt of the Operating Procedure Notice of Non-Compliance so that the procedure in **paragraph 9.1 (Approval of Operating Procedures)** is repeated as often as necessary to ensure that all outstanding matters in relation to the Initial Operating Procedure are attended to and the Operating Procedure Approval Certificate can be issued in accordance with **paragraph 9.1 (Approval of Operating Procedures)**.

9.3 Without prejudice to the Contractor's obligations pursuant to **paragraph 5 (Services Commencement)**, no Prisoner Places shall constitute Available Prisoner Places until all of the Initial Operating Procedures have been approved by the Authority's Representative.

9.4 Once so approved, the Initial Operating Procedures shall constitute the Operating Procedures for the purposes of this Contract and shall be reviewed on an annual basis on every twelve (12) Month anniversary of the relevant date for the provision of such Initial Operating Procedure or as otherwise specified by the Authority in writing.

## 10. **THE MOBILISATION ASSURANCE PLAN**

10.1 The Contractor shall prepare the Mobilisation Assurance Plan for submission as part of the Initial Custodial Services Delivery Plan pursuant to **paragraph 7 (Initial Custodial Service Delivery Plan)**.

10.2 The Mobilisation Assurance Plan shall show all activities and milestones (including all key activities, critical activities and resources and any requirements of the Mobilisation Strategy) covering the whole Mobilisation Period and shall include at least the following assurance checklist headings (as a minimum):

10.2.1 leadership, project governance and organisation;

10.2.2 risk governance/scheduled review meetings;

10.2.3 shared vision, respect, values and goals;



- 10.2.4 communication, partner and stakeholder engagement strategies (including community engagement);
- 10.2.5 recruitment and retention during the Contract Period;
- 10.2.6 organisational staffing requirements;
- 10.2.7 training, personal development and 'setting the right workplace' culture;
- 10.2.8 delivery and any transitioning of ICT and documentation (in accordance with the requirements of **Schedule 2 (Digital)**);
- 10.2.9 details on the mobilisation of the Property and Facilities Management Services (in accordance with the requirements of **paragraph 11.1.3 (Mobilisation Period) of Schedule 11 (Property and Facilities Management)**);
- 10.2.10 Prison Industries and (where applicable) resettlement service plans for current and future (in accordance with the requirements of **Part 3 (Prison Industries) of Schedule 1 (Authority's Custodial Service Requirements)**);
- 10.2.11 operational and quality assurance requirements for the delivery of Custodial Services (in accordance with the requirements of **Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements)**);
- 10.2.12 adherence to the National Security Framework (as applied through the Local Security Strategy);
- 10.2.13 first night, induction and discharge procedures prior to Prisoner arrival;
- 10.2.14 Third Party engagement;
- 10.2.15 Ramp-Up (if relevant);
- 10.2.16 Transformation Plan (if relevant);
- 10.2.17 provision of a safe, secure, and decent environment (safeguarding); and
- 10.2.18 any Mobilisation activities provided by the Contractor and included within the Contractor's Proposal.



10.3 Where relevant, the Mobilisation Assurance Plan shall also include the Contractor's Transformation Plan. This shall detail the delivery and integration of the Contractor's Proposals for delivering improvements in efficiency and effectiveness of the Services from the Services Commencement Date. The Transformation Plan shall also be prepared in accordance with the requirements of the Mobilisation Strategy.

10.4 The Contractor shall maintain the Mobilisation Assurance Plan and shall make copies available to the Authority at each Checkpoint Meeting and Stability Threat Assessment Meeting held during the Mobilisation Period. The Authority reserves the right to audit and request additional information regarding any element of the Mobilisation Assurance Plan (including the Transformation Plan) from the Contractor at any point during the Mobilisation Period.

## 11. **REPORTING**

11.1 Based on the requirements of **paragraph 13 (Utility (energy and water) Monitoring and Reporting)** of **Schedule 12 (Sustainability)**, and specifically in respect of the Mobilisation Period, the Contractor shall prepare a Monthly Usage Report (as such term is defined in **Schedule 12 (Sustainability)**) regarding utility consumption for each Building forming part of the Prison and the Site during the Mobilisation Period.

11.2 The Monthly Usage Report prepare pursuant to **paragraph 11.1 (Reporting)** shall be made available to the Authority each Month during the Mobilisation Period within fifteen (15) Business Days after the end of the previous Month.

## 12. **CHECKPOINT MEETINGS**

12.1 Checkpoint Meetings shall aim to ensure all Mobilisation work streams are on track to deliver the outputs and timescales set within the Mobilisation Assurance Plan, in accordance with the ICSDP Report and provide information and advice to the Authority. Checkpoint Meetings shall not constitute an executive decision making group and any decisions are made without prejudice to the Authority's rights and obligations under this Contract.

12.2 Checkpoint Meetings shall consider the outcomes of any other meetings held pursuant to this Contract during Mobilisation including those concerning the Healthcare Provider, Social Care Provider and Probation Provider pursuant to clause **14 (Working with the Healthcare Provider, Social Care Service Provider and Probation Provider)**.

12.3 Checkpoint Meetings shall be chaired by the Authority or a representative of the Authority.



- 12.4 The first occurrence of the Checkpoint Meeting shall take place no later than ten (10) Business Days after the Commencement Date.
- 12.5 Following the first Checkpoint Meeting, each subsequent Checkpoint Meeting shall take place on at least a Monthly basis throughout the Mobilisation Period.
- 12.6 **Attendance at Checkpoint Meetings**
- 12.6.1 The Contractor shall ensure that each Checkpoint Meeting is attended, as a minimum, by the following individuals or representatives of the following parties:
- 12.6.1.1 the Director and any other persons responsible for Mobilisation;
  - 12.6.1.2 the person responsible for human resources within the Prison;
  - 12.6.1.3 the person responsible for Regime and activities within the Prison;
  - 12.6.1.4 the person responsible for the relationship with drug service providers within the Prison;
  - 12.6.1.5 the person responsible for the relationship with Healthcare Providers within the Prison;
  - 12.6.1.6 the person responsible for the relationship with Social Care Providers within the Prison; and
  - 12.6.1.7 the person responsible for the relationship with Probation Providers within the Prison.
- 12.6.2 The Authority shall ensure that each Checkpoint Meeting is attended, as a minimum, by representatives of the following parties:
- 12.6.2.1 an Authority representative to chair the meeting and set the agenda; and
  - 12.6.2.2 the Controller.
- 12.6.3 As a minimum, the Checkpoint Meeting agenda shall cover progress against the ICSDP (including the Mobilisation Assurance Plan), and progress against the following contractual obligations:



- 12.6.3.1 Operating Procedures;
- 12.6.3.2 Contractor's key personnel (as set out in **Schedule 6 (Contractor's Key Personnel)**);
- 12.6.3.3 Equipment Register;
- 12.6.3.4 Built Environment and M&E Assets Condition Verification Report (including any construction manuals, BIM system documentation and warranties in respect of the Built Environment and M&E Assets); and
- 12.6.3.5 Contractor's Staff (pursuant to **clause 36 (The Contractor's Staff)**, in particular **clause 36.11 (Sufficient Contractor's Staff)**).

### 13. **STABILITY THREAT ASSESSMENT MEETINGS**

- 13.1 Stability Threat Assessment Meetings aim to ensure the Contractor is supported during the Ramp-Up Period in accordance with the Ramp-Up Timetable whilst maintaining a safe, decent and secure environment.
- 13.2 Each STAM shall:
  - 13.2.1 be chaired by a representative of the Authority;
  - 13.2.2 take place at least quarterly (every three (3) Months) throughout Ramp-Up; and
  - 13.2.3 monitor the stability and safety of the Prison during Ramp-Up Period drawing upon whichever metrics and information is deemed relevant by the Authority.
- 13.3 The Contractor shall ensure that each STAM is attended, as a minimum, by the following individuals or representatives of the following parties:
  - 13.3.1 the Director; and
  - 13.3.2 the individual in the Prison responsible for security.
- 13.4 The Authority shall ensure that each STAM is attended, as a minimum, by the following individuals or representatives of the following parties:
  - 13.4.1 an Authority representative to chair the meeting; and



13.4.2 the Controller.

13.5 Pursuant to **clause 19.1 (Built Environment and M&E Assets Condition Verification)** the Contractor shall inspect the Built Environment and M&E Assets at the Prison and Site and shall no later than thirty (30) Days prior to the Services Commencement Date provide to the Authority's Representative the Built Environment and M&E Assets Condition Verification Report.

14.1 Pursuant to **clause 13.5.1 (Contractor's Staff Information)**, at least three (3) Months prior to the Services Commencement Date, the Contractor shall submit to the Authority's Representative:

14.1.1 the names of, and such other information as the Authority's Representative may require about, the proposed members of the senior management of the Prison and all other persons requiring certification or approval, as specified in **clauses 35 (Certification of Prisoner Custody Officers)** and **36 (The Contractor's Staff)**; and

14.1.2 any other evidence reasonably required by the Authority's Representative to demonstrate that the Contractor is and will be capable of providing sufficient properly trained and certified Contractor's Staff,

together the "**Contractor's Staff Information**".

## 15. **AUTHORITY PACKAGE OF SUPPORT**

15.1 The Authority has agreed to make available, at the Contractor's request, certain packages of support (as further described in the section 4 of the Mobilisation Strategy) (each an "**Authority Package of Support**" or "**APOS**"). These are:

15.1.1 [REDACTED].

### 15.2 [REDACTED]

15.2.1 [REDACTED].

### 15.3 **APOS Charging Policy**

15.3.1 The Contractor shall pay the Authority for the use of APOS as follows:

15.3.1.1 [REDACTED].



- 15.3.2 The Contractor shall pay the Authority's invoices in arrears on or before the date falling thirty (30) days after the date of the invoice or as otherwise as may be agreed in writing between the Authority and the Contractor from time to time.





**Appendix 1 – Mobilisation Strategy**

The Mobilisation Strategy is set out overleaf.

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