

AUTHORITY: The Secretary of State for the Home Department

Schedule H – Mobilisation & Permit to Operate

Yarl's Wood IRC

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1. MOBILISATION REQUIREMENTS

Mobilisation Plan

- 1.1 From the start of Mobilisation Period, the Service Provider shall implement the activities and duties detailed within the Mobilisation Plan.
- 1.2 All items within the Mobilisation Plan, as outlined in this Schedule, must be approved by the Authority during the Mobilisation Period.
- 1.3 Any modifications required by the Authority to the Mobilisation Plan shall be notified by the Authority and an amended Plan shall be provided by the Service Provider for approval by the Authority within ten (10) Working Days. Approval by the Authority will not be unreasonably withheld.
- 1.4 The Mobilisation Plan shall detail:
 - 1.4.1 Governance arrangements during the Mobilisation Period and contact details;
 - 1.4.2 Status reporting to the Authority on a weekly basis to include progress against the project plan, project issues and associated resolution and/or mitigating actions;
 - 1.4.3 The schedule of meetings and reporting requirements required by the Authority during the Mobilisation Period, which as a minimum, shall include fortnightly meetings, proposed attendees and up to date progress reports;
 - 1.4.4 The programme to fulfil obligations under TUPE including procedures for Service Commencement relating to TUPE transfers;
 - 1.4.5 The programme of high level tasks (maximum breakdown of five (5) Working Days actual effort) and critical path for implementing the requirements to obtain a Permit to Operate as set out in this Schedule – the programme shall clearly indicate where the Service Provider and/or the Authority are required to complete a task; and
 - 1.4.6 Should the critical path change, the Service Provider shall submit a new programme to the Authority within five (5) Working Days of the change being identified.

2. PERMIT TO OPERATE

- 2.1 On or prior to the Commencement of Full Operations, the Service Provider shall obtain from the Authority a Permit to Operate, as set out in Clause 16 of the Contract.
- 2.2 A Permit to Operate will only be issued if the Service Provider has demonstrated to the satisfaction of the Authority that the Service Provider:
 - 2.2.1 Can provide the Services in a manner which meets all the requirements of the Contract; and
 - 2.2.2 Has complied with the requirements to provide Service Delivery Plans (including Service Operating Procedures) and other required information, documentation or otherwise as set out below in this Schedule.
- 2.3 Following receipt of any information under this Schedule, the Authority shall be entitled to request from the Service Provider, and the Service Provider shall be obliged to provide, such further information as the Authority may require for the purpose of implementing the Permit to Operate, provided that any request for such further

information shall be made by the Authority as soon as is reasonably practicable following the receipt of the information outlined in this Schedule.

- 2.4 Notwithstanding anything in the Contract, the Authority shall not issue a Permit to Operate unless the information required by the Authority has been supplied to it and the necessary approvals (including without limitation final approval of the Service Delivery Plans) have been given by the Authority to the Services Provider as specified or referred to in this Schedule.

3. TIMETABLE FOR PERMIT TO OPERATE

- 3.1 The timetable for obtaining the Permit to Operate is set out in *Clause 17* of the Contract.

4. THE SERVICE DELIVERY PLANS

Service Delivery Plan Requirements

- 4.1 The Service Provider shall submit a Service Delivery Plan for the provision of all the Services for formal Authority approval. As a minimum, the Authority requires the following as part of the Service Delivery Plan and the Service Provider shall comply with these requirements:

4.1.1 Management, Staffing And Personnel

- Submit a description of the scope of the Services and Service objectives;
- Provide a definition of the management structure, detailing management roles, responsibilities and reporting structures;
- Provide governance structures including meetings calendar and attendees;
- Confirm the levels of decision making processes at Contract level, confirm key personnel and provide details of CVs and intended role, including but not limited to Named Representatives, Centre Manager, and Senior Operational Managers.
- Confirm where budget responsibilities lie and levels of responsibility;
- Confirm organisation chart for the delivery of the contract.
- Provide Job Descriptions;
- Confirm the numbers of Staff, by job title, job description, grade and skill base across the Contract to deliver Services;
- Provide total number of DCO accredited staff.
- Confirm the dedicated point of contact for the Authority (24 hours per day / 365(6) days per year) with overall responsibility for the Services and access to the highest levels of the Service Provider's senior management; and
- Obtain appropriate security clearances for all Staff.

4.1.2 Subcontracted Services

- Provide details as to which Services will be carried out in-house and those which will be subcontracted with details of sub-contractors Service Providers and details of procedures, including procurement arrangements, for sub-contracting any Services.

4.1.3 Insurance

- Provide details and copies of Insurance policies provided for the Service Provider.

4.1.4 Systems and Procedures

- Provide details of systems and procedures for the management of the Services including, but not limited to, accounting and prompt invoicing, ensuring that these systems are fully integrated and have a full audit trail; and
- Provide details of procurement processes, procedures and suitability qualified personnel, including Job Descriptions of those to be performing procurement on behalf of the Authority and compliance with the Chartered Institute of Purchase and Supply code of practice or comparable standard.

4.1.5 Quality Management

- Provide the Quality Assurance Plan including details of Quality Management, Review and Audit systems and procedures;
- Provide Quality standard registration details; and
- Provide details of procedures for reviewing and improving quality systems.

4.1.6 Audit Arrangements

- Provide details of internal audit programme and system to address non-compliance. To include but not be limited to:
 - Compliance with Service requirements;
 - Compliance with Performance Standards; and
 - Compliance with DC Rules, Detention Services Operating Standards and Detention Service Orders.
- Provide details of the system where a Detainee can provide feedback on the provision of Services and how the Service Provider will take account of issues that emerge.

4.1.7 Service Performance Monitoring And Reporting

- Provide a Performance Monitoring Programme demonstrating all the performance monitoring activities that the Service Provider will undertake to monitor the quality of Services;
- Provide details of procedures for Contract monitoring and reporting, handling of performance data and self-monitoring, monitoring performance against continuous improvement objectives to ensure the Services are being carried out to the level and quality required;
- Provide details of the approach to identifying and resolving recurring Service Failures;
- Provide formats for reporting performance levels for approval by the Authority

4.1.8 Communications and Management Information Reporting

- Provide details of Management Information systems and report production;
- Provide details of monitoring meetings, including level of attendees; and
- Confirm the procedures for and format of operational reports to the Authority,

including but not limited to debriefing reports and incident reports.

4.1.9 Management Information

- Provide schedule of Management Information reporting arrangements;
- Confirm details of the Approved Circulation list for each of the reports; and
- Provide formats for reporting templates for approval by the Authority.

4.1.10 Customer Satisfaction Procedures

- Provide details of Customer Satisfaction systems and procedures.

4.1.11 Complaints Procedure

- Provide details of Complaints Procedures.

4.1.12 Record and Data Management

- Provide details of record and data management processes and procedures, including details of security, Data Protection compliance and IT compliance with Cabinet Office standards;
- Confirm details of information management and confidentiality policies; and
- Confirm minimum storage period for personal data.

4.1.13 Health and Safety

- Provide details of Health and Safety systems, accreditations, policies, procedures and protocols for all activities and locations where Services will be provided;
- Provide details of accident reporting procedures;
- Provide details of notification procedures for hazards or potential hazards;
- Provide details of systems for the receipt from the Authority, and dissemination to Staff, of warnings and safety action bulletin notices published by the Authority, and for ensuring appropriate action is taken and recorded centrally;
- Confirm arrangements for PPE and body armour provision, training and use; and
- Provide smoking policy.

4.1.14 Environmental Management

- Provide details of environmental management system;
- Provide the Environmental Sustainability Policy; and
- Confirm and detail systems and procedures in place to monitor and manage the Carbon Reduction Commitment.

4.1.15 Contingency Planning

- Provide all required Contingency Plans and business continuity arrangements;
- Provide details of testing procedures for Contingency Plans; and
- Provide details of structure for integrated command of serious incidents.

4.1.16 Maintenance and Cleaning

- Provide proposed format and content of the asset register for all Contract assets and provide procedures for maintaining the asset register to the requirements of Schedule C (*Maintenance and Cleaning*); and
- Provide the Maintenance Programme and process to the standards specified in Schedule C (*Maintenance & Cleaning*)
- Provide a CAFM system for population with asset data. The Service Provider shall demonstrate the CAFM system for approval by the Authority.

4.1.17 Service Operating Procedures

- Provide detailed Service Operating Procedures for each of the operational Services;
- The Service Operating Procedures shall detail how each of the operational requirements set out in Schedule D – Operational Specification will be delivered. In doing so, the Service Provider shall also ensure that full account is taken of the Services requirements, including but not limited to Production of all documents specified in Schedule H – Mobilisation - Annex A, to the timescales specified in that part.

5. OTHER MOBILISATION REQUIREMENTS

- 5.1 The Service Provider shall fulfil the following requirements and shall submit the required documents for formal Authority approval as follows:

5.1.1 Mobilisation Meetings

- Attend Mobilisation meetings and briefing presentations to the Authority on Service delivery.

5.1.2 Management Information

- Demonstrate the availability to the Authority, on request and within ten (10) Working Days (or as otherwise agreed with the Authority), of statistical information to enable the Authority to undertake its reporting requirements to central government, reports and supporting records reasonably required for the Authority to undertake its own audit requirements;
- Demonstrate the availability to the Authority of up to date and secure Detainee information, on request and within three (3) hours of request (or as otherwise agreed with the Authority); and
- Demonstrate the availability to the Authority, on request, of access, to any IT systems holding information about a Detainee.

5.1.3 Record and Data Management

- Demonstrate secure record and data storage, to the required government standards.

5.1.4 Due Diligence

- Undertake any due diligence work as required in relation to the transfer of the service from the previous service provider, including (but not limited to) findings of the dilapidation or termination surveys.

5.1.5 Staff

- Provide details of branding, uniform, badges and logos;
- Provide duty rosters; and

5.1.6 Co-operation with other parties

- To co-operate with other parties, including, but not limited to the Authority, and the outgoing contractor to effect the smooth transfer of service provision.
- To abide by the requirements of “The Compact” Annex B.

6. SUBMISSION OF DOCUMENTATION

- 6.1 All of the documents submitted to the Authority shall be labelled and indexed in accordance with the provisions of this Schedule.
- 6.2 The Service Provider shall provide copies of the documentation. Two copies shall be in hard format and another in electronic format, both being in 12 pt Arial MS Word® or MS Excel®). The documentation shall be in a manner and timescales agreed with the Authority.

ANNEX A. SCHEDULE H – MOBILISATION REQUIREMENTS

Unless otherwise agreed with the Authority the Service Provider will comply will with the following mobilisation timetable:

SCHEDULE D REFERENCE	REQUIREMENT	DATE FOR DELIVERY
1.1	Provide a detailed Implementation Plan for achieving full operation of the Removal Centre.	5 months before the Commencement Date (or as otherwise agreed with the Authority)
1.1	Provide a full set of House Rules, which as a minimum will be translated into the Designated Languages provided within the Data Room.	2 months before the Commencement Date
2.1	Provide detailed general security procedures in the Removal Centre.	2 months before the Commencement Date
2.2	Provide detailed written strategy on searching in the Removal Centre, which complies with the relevant DSOs.	2 months before the Commencement Date
2.3	Provide detailed procedures in respect of the physical security systems.	2 months before the Commencement Date
2.4	Provide detailed procedures on dynamic security arrangements in the Removal Centre.	2 months before the Commencement Date
3.1	Provide detailed admission procedures for the Removal Centre.	2 months before the Commencement Date
3.2	Provide detailed discharge procedures for the Removal Centre.	2 months before the Commencement Date
4.2	Provide detailed procedures for the Removal Centre escorting arrangements.	2 months before the Commencement Date
7.1	Provide detailed procedures in respect of catering in the Removal Centre, which provides a varied and healthy menu that takes into account the Detainee's religious, dietary, cultural and medical needs, and festivals recognised by the Authority whilst maintaining compliance with all relevant food safety legislation.	2 months before the Commencement Date

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SCHEDULE D REFERENCE	REQUIREMENT	DATE FOR DELIVERY
8.3	Provide detailed proposals on the regime activities to be provided in the Removal Centre.	2 months before the Commencement Date
8.4	Provide detailed procedures for the Incentives Scheme	1 month before the Commencement Date
8.9	Provide detailed procedures for the provision of voluntary paid activity, including rates of pay, for a minimum of 64 Detainees.	1 month before the Commencement Date
9.1	Provide detailed procedures on Religious Observance and Race Relations and the Race Relations Policy in respect of Detainees.	1 month before the Commencement Date
10.2	Provide detailed procedures for the operation of the transport requirement, the Visitor Centre and the Visits Area in the Removal Centre.	2 months before the Commencement Date
10.3	Provide detailed procedures for Official, Legal and Case related Visits/Interviews and Hearings in the Removal Centre.	2 months before the Commencement Date
11.1	Provide detailed procedures for the investigation of complaints in the Removal Centre that comply with the relevant DSO.	2 months before the Commencement Date
12.1	Provide detailed procedures in respect of the Use of Force.	2 months before the Commencement Date
12.2	Provide detailed procedures on the use of Removal from Association accommodation.	2 months before the Commencement Date
12.3	Provide detailed procedures on the use of Temporary Confinement accommodation.	2 months before the Commencement Date
13.1	Provide a detailed Health and Safety Policy.	2 months before the Commencement Date
14.1	Provide detailed procedures in respect of anti-bullying.	2 months before the Commencement Date
14.1	Provide detailed procedures in respect of self harm.	2 months before the Commencement Date

OFFICIAL – SENSITIVE

SCHEDULE D REFERENCE	REQUIREMENT	DATE FOR DELIVERY
15.1	Provide detailed Contingency Plans	2 months before the Commencement Date
15.1	Provide detailed procedures on Incident Command, supporting structures and post incident procedures and policies including the monthly testing regime.	2 months before the Commencement Date
16.1	Provide detailed fire prevention plans	1 month before the Commencement Date
Schedule C 4.1.3	Provide a detailed work plan for the cleaning of the Removal Centre.	1 month before the Commencement Date
20.1.5	Provide details of the uniform to be worn by staff.	3 months before the Commencement Date
20.3	Provide detailed procedures for a DCO training course.	4 months before the Commencement Date
22.1	Provide a detailed internal audit programme relative to Schedule D (Operational Specification) and Schedule G (Performance Evaluation).	1 month before the Commencement Date
22.1	Provide a detailed internal audit programme relative to the DC Rules, Detention Services Operating Standards and Detention Service orders.	1 month before the Commencement Date

ANNEX B. CONTRACT TRANSFER COMPACT

1. GENERAL

- 1.1 It is recognised by all parties that effective contract handover is the responsibility of the incoming, and outgoing service providers.
- 1.2 Effective co-operation between all parties is essential to the effective transfer of the contract, and this compact details the basic terms of co-operation by which all parties agree to abide.
- 1.3 This compact is in addition to any specific obligation covered elsewhere within the contract. Where an obligation/term detailed elsewhere within the contract contradicts this compact, then that obligation/term shall take precedence.

2. OUTGOING SERVICE PROVIDER

- 2.1 Agrees to co-operate with the incoming service provider and the Authority to effect the smooth transfer of the contract, including the timely, detailed, and accurate provision of information as required.
- 2.2 Agrees to provide a principle point of contact, for the incoming service provider, and the Authority, who has responsibility for demobilisation and the authority to make decisions binding upon the outgoing service provider.
- 2.3 Agrees to make relevant staff available to facilitate the smooth transfer of the service. This includes but is not limited to making staff available for meetings with the incoming service provider and/or the Authority, and responding in a timely manner to e-mails, and telephone calls.
- 2.4 Agrees that if specific working groups are established the outgoing service provider will provide suitable, experienced staff, with the authority to make decisions to participate within these working groups
- 2.5 Agrees to develop and abide by a communication strategy with the other parties in respect of the contract transfer.
- 2.6 Agrees to consider reasonable requests from the incoming contractor to communicate with existing staff, and where such requests are granted to facilitate this communication.
- 2.7 Agrees to provide such facilities as required by the incoming contractor to facilitate contract handover, where such provision is feasible and reasonable.
- 2.8 Agrees to provide site access, where such provision is feasible, reasonable and sufficient notice has been provided by the incoming service provider. This would include, but not be limited to:
 - Access to the site
 - Office Space
 - Access to plant/machinery.
- 2.9 Agrees to provide updated, accurate information to the incoming service provider as soon as any change/issue is identified. This information would include, but not be limited to:
 - Notification of changes to the TUPE list (for example staff resigning, or being retained by the outgoing service provider).
 - Any maintenance issues that have occurred, and will not be fully rectified by

contract handover.

- Changes to assets being transferred (including updated asset register).

3. INCOMING SERVICE PROVIDER

- 3.1 Agrees to co-operate with the outgoing service provider and the Authority to effect the smooth transfer of the contract, including the timely, detailed and accurate provision of information as required.
- 3.2 Agrees to provide a principle point of contact, for the outgoing service provider, and the Authority, who has responsibility for mobilisation, and the authority to make decisions binding upon the incoming service provider.
- 3.3 Agrees to make relevant staff available to facilitate the smooth transfer of the service. This includes but is not limited to making staff available for meetings with the outgoing service provider and/or the Authority, and responding in a timely manner to e-mails, and telephone calls.
- 3.4 Agrees that if specific working groups are established the incoming service provider will provide suitable, experienced staff, with the authority to make decisions to participate within these working groups.
- 3.5 Agrees to develop and abide by a communication strategy with the other parties in respect of the contract transfer.
- 3.6 Agrees to abide by any reasonable restriction placed upon it by the outgoing service provider, or the Authority in respect of, but not limited to:
 - Communication with staff
 - Site access
- 3.7 Agrees that it will not undertake any action that will have an adverse effect upon the performance of the current contract.

4. THE AUTHORITY

- 4.1 Agrees that whilst it is recognised by all parties that effective contract handover is the responsibility of the incoming, and outgoing service provider, the Authority has a key liaison role in the process including, but not limited to;
 - Mediating issues between the incoming and outgoing contractors.
 - Escalating issues which cannot be resolved by mediation with the other parties senior management, to gain resolutions.
 - Chairing tripartite meetings (if required).
 - Facilitating the provision of information from either the incoming or outgoing contractor, where such information has not been made readily available.
 - Contributing to the maintenance handover process.
- 4.2 Agrees to make relevant staff available to facilitate the smooth transfer of the service. This includes but is not limited to making staff available for meeting with the incoming service provider and/or the outgoing service provider, and responding in a timely manner to e-mails, and telephone calls.
- 4.3 Agrees to provide updated, accurate information to the incoming and outgoing service provider in relation to any issue which may affect contract mobilisation or demobilisation.