



SCHEDULE 5:

MOBILISATION

Version number	Issue Date	Comment
1.0	22 April 2024	Execution Version

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1. DEFINITIONS

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

"Committed Investment Works"

means the investments (including the associated Works) that the Contractor shall provide to deliver the upgraded Prison facilities and Service improvements as outlined in:

- HMP Ashfield Vision for Regime and Services;
- HMP Ashfield Site Drawings; and
- HMP Ashfield Committed Investment Works,

all as contained in the data room prior to the Commencement Date (and as supplemented by the works breakdown in **paragraph 14.2 (Lifecycle Cost Programme)** of **Schedule 14 (Payment Mechanism)**);

"Critical Systems Workshops" or "CSW"

means the workshops relating to critical systems and processes to be established by the Contractor in accordance with **paragraph 13 (Critical Systems Workshops)**;

"Interface Meeting"

means an interface meeting convened in accordance with **paragraph 11 (Interface Meetings)** in respect of interfaces with the Authority, the Special Purpose Vehicle, the Operating Sub-contractor and other relevant third parties;

"Local Security Strategy"

has the meaning given to it in **Part 1 (Custodial Services)** of **Schedule 1 (Authority's Custodial Service Requirements)**;

"MTTP Approval Certificate"	has the meaning given to it in paragraph 6.4.1.1 (Approval of the Mobilisation, Transition and Transformation Plan) ;
"MTTP Notice of Non-Compliance"	has the meaning given to it in paragraph 6.4.1.2 (Approval of the Mobilisation, Transition and Transformation Plan) ;
"MTTP Reports"	has the meaning given to it in paragraph 6.5.1.1 (MTTP Reports and updates to the Mobilisation, Transition and Transformation Plan) ;
"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 Period 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, Transition & Transformation Blueprint"	means the document entitled 'Prison Operator Competition Mobilisation, Transition & Transformation Blueprint' as set out in Appendix 1 (Mobilisation, Transition & Transformation Blueprint) which details the key elements of Mobilisation that the Contractor shall comply with;
"Operator Checkpoint Meetings"	means the meetings required pursuant to paragraph 12 (Operator Checkpoint Meetings) and Section 5 of the Mobilisation, Transition & Transformation Blueprint;

"Preparation for Service Period"

means, in respect of New Prisons and Existing Prisons, the period between the Commencement Date and the Services Commencement Date;

"Stability Threat Assessment Meeting" or "STAM"

means the meeting carried out in accordance with **paragraph 14 (Stability Threat Assessment Meetings)** and Section 5 of the Mobilisation, Transition & Transformation Blueprint;

"Transformation Plan"

means the Controlled Document with this title, being the transformation plan provided by the Contractor prior to the Commencement Date and set out in **Appendix 2 (Transformation Plan)** as such plan is developed by the Contractor and approved by the Authority from time to time as part of the Mobilisation, Transition and Transformation Plan in accordance with **paragraph 6 (The Mobilisation, Transition and Transformation Plan)** and subsequently as part of the Annual Custodial Service Delivery Plan in accordance with **clause 24 (Annual Custodial Service Delivery Plan)**; and

"Transition" or "Transition Period"

means the period of one hundred and eighty (180) Days commencing on the Services Commencement Date.

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

- 3.1 Payment for the Preparation for Service Period shall be made in accordance with **Schedule 14 (Payment Mechanism)**.
- 3.2 The Preparation for Service Period covers the period from the Commencement Date to the Services Commencement Date.
- 3.3 Handover of the Site from the Special Purpose Vehicle to the Authority and then to the new Contractor will take place on the Services Commencement Date.
- 3.4 Subject to the Authority's approval in accordance with **clause 7.1 (Occupation prior to Grant of Leases)**, in the event that the Contractor requests, and is permitted, access to the Site during the Preparation for Service Period for purpose of the implementation of the Mobilisation, Transition and Transformation Plan or other related activities necessary for Mobilisation (including the testing and/or installation of any ICT Systems or ICT Equipment), the Contractor shall:
- 3.4.1 comply with the requirements in **clause 7.1 (Occupation prior to Grant of Leases)**;
 - 3.4.2 indemnify the Authority against any Losses incurred or suffered by the Authority (including as a result of damage to property, including the Prison or liability of the Authority to the SPV or Operating Sub-contractor) arising out of or in connection such access to the Site during the Preparation for Service Period by the Contractor.
- 3.5 Without prejudice to the generality of **clause 68 (Insurance)**, the Contractor shall be responsible for insuring all equipment or assets installed at, or otherwise left at, the Site for or on behalf of the Contractor prior to the Service Commencement Date and it is agreed that

the Authority has no liability to the Contractor in respect of any loss or damage to such equipment or assets suffered prior to the Services Commencement Date.

4. **SERVICES COMMENCEMENT**

4.1 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.

4.2 The Contractor shall measure its performance from the Services Commencement Date in accordance with **Schedule 15 (Performance Mechanism)**.

4.3 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.

4.4 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.

4.5 The Authority shall procure that any necessary Statutory Certificates in respect of the Prison are current and valid as at the Services Commencement Date.

5. **AVAILABILITY OF PRISONER PLACES**

5.1 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)**.

5.2 If a Prisoner Place has not satisfied the requirements at **paragraph 5.1 (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 5.1 (Availability of Prisoner Places)** are satisfied.

6. **THE MOBILISATION, TRANSITION AND TRANSFORMATION PLAN**

6.1 Within thirty (30) Days following the Commencement Date, the Contractor shall provide to the Authority the Mobilisation, Transition and Transformation Plan.

6.2 The Mobilisation, Transition and Transformation Plan shall show all activities and milestones (including all key activities, critical activities and resources and any requirements of the Mobilisation, Transition & Transformation Blueprint) covering the whole Mobilisation Period and Transition Period and shall include detailed content on at least the following areas as a minimum (as further described in Section 4 (MTT Contractual Documentation) of the Mobilisation, Transition & Transformation Blueprint):

- 6.2.1 leadership, project governance and organisation;
- 6.2.2 risk governance/scheduled review meetings;
- 6.2.3 shared vision, respect, values and goals;
- 6.2.4 communication, partner and stakeholder engagement strategies (including community engagement);
- 6.2.5 a resourcing plan for the entire Mobilisation Period and Transition Period, organisational staffing requirements including recruitment and retention during the Contract Period;
- 6.2.6 the Contractor's plans to mobilise and maintain the use of a Regime Forecast;
- 6.2.7 training, personal development and 'setting the right workplace culture';
- 6.2.8 delivery and any transitioning of ICT and documentation (in accordance with the requirements of **Schedule 2 (Digital)**), details of the requirements for training on the Authority's ICT System pursuant to **clause 9.6 (Training)** and the Contractor's plans to deliver appropriate cyber security engagement prior to the Services Commencement Date;
- 6.2.9 the Contractor's plans to mobilise and maintain 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)**);
- 6.2.10 the Contractor's plans to mobilise and maintain Prison Industries and (where applicable) resettlement service plans for the present and future (in accordance with the requirements of **Part 3 (Prison Industries) of Schedule 1 (Authority's Custodial Service Requirements)**) detailing the approach to reaching steady state, identify activity arrangements (to

include any relevant updates to the details set out in the Contractor's Proposals);

- 6.2.11 the Contractor's plans to mobilise and maintain delivery of at least 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)**);
- 6.2.12 the Contractor's plans to mobilise and maintain their 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)**);
- 6.2.13 the Contractor's plan to mobilise and maintain the full Purposeful Activities offer to Prisoners, including an update to the details set out in **Schedule 7 (Contractor's Proposal)**;
- 6.2.14 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)**), including the draft Annual Custodial Service Delivery Plan;
- 6.2.15 adherence to the National Security Framework (as applied through the Local Security Strategy);
- 6.2.16 the Contractor's plans to mobilise and maintain public relations procedures;
- 6.2.17 the Contractor's plans to mobilise and maintain the OSP Partnership and Enabling Plan and a list of all expected Partnering Agreements (including those to be entered into pursuant to **clause 14.6 (Working with the Healthcare Provider, Social Care Service Provider and Probation Provider)**);
- 6.2.18 first night, induction and discharge procedures prior to Prisoner arrival;
- 6.2.19 Third Party engagement;

- 6.2.20 provision of a safe, secure, and decent environment (safeguarding);
- 6.2.21 any other Mobilisation activities provided by the Contractor and included within the Contractor's Proposals; and
- 6.2.22 an updated Transformation Plan, provided that the Contractor shall not be permitted to make any adverse change to the version of the Transformation Plan set out in **Appendix 2 (Transformation Plan)**, (including in relation to the transformation activities to be undertaken, the milestone dates by which those activities are to be completed or the outcomes to be achieved) without the prior written consent of the Authority.

6.3 Requirements for maintaining the Transformation Plan as part of the Mobilisation, Transition and Transformation Plan

- 6.3.1 The Contractor's Transformation Plan shall:
 - 6.3.1.1 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 including the activities that the Contractor will carry out to deliver the Committed Investment Works by the relevant critical milestone date; and
 - 6.3.1.2 be updated and maintained by the Contractor in accordance with the requirements of the Mobilisation, Transition & Transformation Blueprint.
- 6.3.2 The Contractor shall comply with its obligations set out in the Transformation Plan.
- 6.3.3 Each iteration of the Transformation Plan shall be in provided in an electronic format agreed with the Authority and shall include:
 - 6.3.3.1 critical milestones (including, until they are achieved, the critical milestones and payment milestones set out in the Transformation Plan);
 - 6.3.3.2 the milestone dates for each of the critical milestones;

- 6.3.3.3 the achievement criteria for each proposed critical milestone;
- 6.3.3.4 the tasks required by the Contractor to achieve each critical milestone; and
- 6.3.3.5 the proposed start and end date for each task.

6.4 **Approval of the Mobilisation, Transition and Transformation Plan**

- 6.4.1 Within twenty (20) Business Days after receipt of the Mobilisation, Transition and Transformation Plan, the Authority's Representative shall either:
 - 6.4.1.1 issue a certificate (the "**MTTP Approval Certificate**") confirming that they are satisfied that the Mobilisation, Transition and Transformation Plan is in accordance with the requirements of the Contract; or
 - 6.4.1.2 issue a notice (a "**MTTP Notice of Non-Compliance**") stating that the MTTP Approval Certificate has not been issued, specifying the grounds on which the MTTP Notice of Non-Compliance is based (provided that such grounds shall be one or more of those set out in **paragraph 2.4 (Grounds for Amendment)** and **paragraphs 4.2.2.1 to 4.2.2.5 (Grounds of Objection)** of **Schedule 17 (Review Procedure)**) and specifying any matters that must be attended to before the MTTP Approval Certificate can be issued.
- 6.4.2 Following receipt of a MTTP Notice of Non-Compliance, the Contractor shall attend to such outstanding matters referred to in the MTTP Notice of Non-Compliance and shall deliver the revised Mobilisation, Transition and Transformation Plan to the Authority within ten (10) Business Days after receipt of the MTTP Notice of Non-Compliance so that the procedure in **paragraph 6.4.1 (Approval of the Mobilisation, Transition and Transformation Plan)** is repeated as often as necessary to ensure that all outstanding matters in relation to the Mobilisation, Transition and Transformation Plan are attended to and the Mobilisation, Transition and

Transformation Plan can be issued in accordance with **paragraph 6.4.1 (Approval of the Mobilisation, Transition and Transformation Plan)**.

6.4.3 If the Parties are unable to agree the Mobilisation, Transition and Transformation Plan, the Dispute Resolution Procedure shall apply.

6.4.4 Without prejudice to the Contractor's obligations pursuant to **paragraph 4 (Services Commencement)**, no Prisoner Places shall constitute Available Prisoner Places until the Authority's Representative has approved the Mobilisation, Transition and Transformation Plan.

6.5 **MTTP Reports and updates to the Mobilisation, Transition and Transformation Plan**

6.5.1 The Contractor shall:

6.5.1.1 for the duration of the Mobilisation Period and Transition Period, produce progress updates ("**MTTP Reports**") to the Mobilisation, Transition and Transformation Plan each Month for each Operator Checkpoint Meeting no later than three (3) Business Days in advance of each Operator Checkpoint Meeting up to the end of the Transition Period; and

6.5.1.2 ensure that the MTTP Reports contain details of the Contractor's progress against the Mobilisation, Transition and Transformation Plan.

6.5.2 The Parties acknowledge that the production of a MTTP Report may require the Mobilisation, Transition and Transformation Plan (and Transformation Plan contained within) to be amended. If the Mobilisation, Transition and Transformation Plan requires amendment, the Parties shall follow the process set out in **Schedule 16 (Change Protocol)**.

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

7. PREPARATION OF THE ANNUAL CUSTODIAL SERVICE DELIVERY PLAN

7.1 The Contractor shall provide to the Authority a draft Annual Custodial Service Delivery Plan no later than ninety (90) Days prior to the Services Commencement Date.

7.2 The Contractor shall ensure that the draft Annual Custodial Service Delivery Plan contains a draft of at least the minimum required contents set out in **clause 24.1.4 (Delivery of Annual Custodial Service Delivery Plan)**. The Contractor shall submit, at the same time as the draft ACSDP, a draft Annual Interventions Plan in the form set out at **Appendix 1 (Interventions Plan) of Part 4 (Interventions) of Schedule 1 (Authority's Custodial Service Requirements)** outlining the Interventions for the first Contract Year (and for subsequent Contract Years as required by the form) to include a transition plan of how the Contractor will enable Prisoners to complete their existing programmes before transitioning to the programmes to be delivered under the Contractor's Annual Interventions Plan.

7.3 Following receipt of the draft ACSDP in accordance with **paragraph 7.1 (Preparation of the Annual Custodial Service Delivery Plan)**, the draft will be reviewed by the Authority within twenty (20) Business Days. The Authority will provide written feedback to the Contractor noting any improvements that need to be made to the draft and the Contractor will provide an updated draft to address the Authority's feedback within ten (10) Business Days of receipt of that feedback (and the cycle of review and updated drafts shall be repeated as necessary prior to delivery of the proposed final draft of the full Annual Custodial Service Delivery Plan in accordance with **clause 24.1.1 (Delivery of Annual Custodial Service Delivery Plan)** and final approval in accordance with **clause 24.2.1 (Approval of Annual Custodial Service Delivery Plan)**).

7.4 Following receipt of the draft Annual Interventions Plan in accordance with **paragraph 7.2 (Preparation of the Annual Custodial Service Delivery Plan)**, the draft will be reviewed by the Authority within twenty (20) Business Days. The Authority will provide written feedback to the Contractor noting any improvements that need to be made to the draft and the Contractor will provide an updated draft to address the Authority's feedback within ten (10) Business Days of receipt of that feedback (and the cycle of review and updated drafts shall be repeated as necessary in order for the Contractor to obtain the Authority's final approval of the Annual Interventions Plan no later than the Services Commencement Date).

8. INITIAL OPERATING PROCEDURES

8.1 The Contractor shall provide to the Authority and the Authority's Representative for approval the proposed delivery schedule for the drafts of each core operating procedure for each service requirement area contained in the Competition Operator Requirements ("**Initial Operating**



Procedure") no later than fourteen (14) Days following the Commencement Date. The schedule shall take into account:

- 8.1.1 the Authority's requirements (which shall be communicated to the Contractor through the Authority's Representative) as to the date by which the relevant Initial Operating Procedure is required to be fully approved and in operation (whether a date prior to or at the Services Commencement Date or following the Services Commencement Date); and
- 8.1.2 the time required for the approval process as set out in **paragraph 9 (Approval of Operating Procedures)** and for which the Contractor shall allow at least sixty (60) Days before the date by which the fully approved and operational version is required.

9. **APPROVAL OF OPERATING PROCEDURES**

9.1 Within twenty (20) Business Days after receipt of each Initial Operating Procedure in accordance with the approved delivery schedule referred to in **paragraph 8 (Initial Operating Procedures)**, the Authority's Representative shall either:

- 9.1.1 issue a certificate (an "**Operating Procedure Approval Certificate**") confirming that they are 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 2.4 (Grounds for Amendment)** and **paragraphs 4.2.2.1 to 4.2.2.5 (Grounds of Objection)** of **Schedule 17 (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 4 (Services Commencement)**, no Prisoner Places shall constitute Available Prisoner Places until all of the relevant Initial Operating Procedures have been approved by the Authority's Representative (and for these purposes "relevant" shall mean those Initial Operating Procedures that the Authority requires to be fully approved and in operation by the Services Commencement Date).

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. **NOT USED**

11. **INTERFACE MEETINGS**

11.1 The objective of the Interface Meetings is to ensure that there is engagement between all parties during the Preparation for Service Period and, if required by the Authority, during the Transition Period. The Contractor shall co-operate with the Authority and all other parties as necessary to facilitate this and provide appropriate input at the meetings.

11.2 Shortly after the Commencement Date, the Authority will convene the following Interface Meetings:

11.2.1 Interface Meeting (1): an initial meeting between the SPV and/or Operating Sub-contractor and the Authority to agree the handover programme; followed by

11.2.2 Interface Meeting (2): an initial meeting between the Contractor and the Authority to discuss the activities required to achieve a successful Mobilisation at Services Commencement Date;

11.2.3 Interface Meeting (3) and thereafter: regular tri-partite meetings at least monthly with the SPV and/or Operating Sub-contractor, the Contractor and the Authority to provide assurance against that programme.

12. OPERATOR CHECKPOINT MEETINGS

12.1 Operator Checkpoint Meetings shall aim to ensure all Mobilisation work streams and (to the extent applicable) other service providers (including the Healthcare Provider, Social Care Service Provider and Probation Provider) are on track to deliver the outputs and timescales set within the Mobilisation, Transition and Transformation Plan in accordance with the MTTP Reports and provide information and advice to the Authority. Operator 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 Operator 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 Service Provider and Probation Provider pursuant to **clause 14 (Working with the Healthcare Provider, Social Care Service Provider and Probation Provider)**.

12.3 Operator Checkpoint Meetings shall be chaired by the Authority or a representative of the Authority and may be attended by other service providers (including the Healthcare Provider, Social Care Service Provider and Probation Provider) as agreed by the Parties.

12.4 The first occurrence of the Operator Checkpoint Meeting shall take place no later than ten (10) Business Days after the Commencement Date.

12.5 Following the first Operator Checkpoint Meeting, each subsequent Operator Checkpoint Meeting shall take place on at least a Monthly basis throughout the Mobilisation Period and Transition Period.

12.6 Attendance at Operator Checkpoint Meetings

12.6.1 The Contractor shall ensure that each Operator 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 Service Providers within the Prison;
 - 12.6.1.7 the person responsible for the relationship with Probation Providers within the Prison; and
 - 12.6.1.8 the person responsible for Property and Facilities Management Services within the Prison.
- 12.6.2 The Authority shall ensure that each Operator 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 Operator Checkpoint Meeting agenda shall cover progress against the Mobilisation, Transition and Transformation 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 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. CRITICAL SYSTEMS WORKSHOPS

- 13.1 The Contractor is responsible for chairing the Critical Systems Workshops (CSW). The aim of these workshops is to discuss key systems and processes that impact operational continuity and/or the stability rating of the Prison if those systems and processes were not embedded at the Services Commencement Date (such systems and processes to be identified by the Contractor in advance of the initial Critical Systems Workshop).
- 13.2 The Critical Systems Workshops will allow the Parties and relevant third parties to discuss these systems and processes, including looking at current state, data transference, equipment/assets and any Sub-Contractors and licensing involved.
- 13.3 Each Critical Systems Workshop shall:
- 13.3.1 be chaired by a representative of the Contractor; and
 - 13.3.2 take place at least Monthly throughout Mobilisation (with the first CSW taking place as soon as possible following the Commencement Date).
- 13.4 The Contractor shall ensure that each Critical System Workshop is attended, as a minimum, by the following individuals or representatives of the following parties:
- 13.4.1 the Director and any other member of the Contractor's Staff responsible for Mobilisation;
 - 13.4.2 the Contractor's commercial lead;
 - 13.4.3 the member of the Contractor's Staff responsible for the workstream in respect of which a critical system or process has been identified e.g., ICT ;
 - 13.4.4 representatives from the Authority and the Controller; and
 - 13.4.5 at the Authority's request, representatives from the SPV and/or Operating Sub-contractor.

14. STABILITY THREAT ASSESSMENT MEETINGS

- 14.1 Stability Threat Assessment Meetings aim to ensure the Contractor is supported during the Transition Period whilst maintaining a safe, decent and secure environment.
- 14.2 Each STAM shall:



- 14.2.1 be chaired by a representative of the Authority;
 - 14.2.2 take place at least Monthly throughout Transition; and
 - 14.2.3 monitor the stability and safety of the Prison during the Transition Period drawing upon whichever metrics and information are deemed relevant by the Authority.
- 14.3 The Contractor shall ensure that each STAM is attended, as a minimum, by the following individuals or representatives of the following parties:
 - 14.3.1 the Director; and
 - 14.3.2 the individual in the Prison responsible for security.
- 14.4 The Authority shall ensure that each STAM is attended, as a minimum, by the following individuals or representatives of the following parties:
 - 14.4.1 an Authority representative to chair the meeting; and
 - 14.4.2 the Controller.
- 14.5 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 sixty (60) Days after the Services Commencement Date provide to the Authority's Representative the Built Environment and M&E Assets Condition Verification Report.

Appendix 1 – Mobilisation, Transition & Transformation Blueprint

The Mobilisation, Transition & Transformation Blueprint is set out overleaf.

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Appendix 2 – Transformation Plan

The Transformation Plan is set out in the document with file name "Ashfield - Schedule 5 (Mobilisation) - Appendix 2 (Transformation Plan)" contained on the USB Drive entitled "Ashfield Schedule Appendices" as is annexed to this Contract.

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