**SCHEDULE 5:**

**MOBILISATION**

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

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| **"Assurance Checklist"** | means the assurance checklist set out in the Mobilisation, Transition & Transformation Strategy at **Annex E (MAP Assurance Checklist)** to the Mobilisation, Transition & Transformation Strategy; |
| **"Checkpoint Meeting"** | means the meetings required pursuant to **paragraph 12 (Checkpoint Meetings)** and section 3 of the Mobilisation, Transition & Transformation Strategy; |
| **"Committed Investment Works"** | means the investments (including the associated Works) that the Contractor shall, subject to the execution of the relevant CN, provide to deliver the upgraded Prison facilities and Service improvements as outlined in:   * HMP Altcourse Regime and Services Vision and Model for Operational Delivery (Investments Extract) v6; * HMP Altcourse Site Drawings; * HMP Altcourse Additional Houseblock Site Drawings; * HMP Altcourse – Video Conferencing Centre (VCC) Designs; and * HMP Altcourse Committed Investment Works Overview v2,   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)**); |
| **"Detailed Transformation Plan"** | means the plan developed by the Contractor and approved by the Authority from time to time in accordance with **paragraph 14.2 (Transformation)**; |
| **"FF&E"** | has the meaning given to it in **Schedule 11 (Property and Facilities Management)**; |
| "**Initial Custodial Service Delivery Plan" or "ICSDP"** | has the meaning given to it in **paragraph 7.1 (Initial Custodial Service Delivery Plan)**; |
| "**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)**; |
| **"MAP Approval Certificate"** | has the meaning given in **paragraph 7.4.1.1 (Approval of the Mobilisation Assurance Plan)**; |
| **"MAP Notice of Non-Compliance"** | has the meaning given in **paragraph 7.4.1.2 (Approval of the Mobilisation Assurance Plan)**; |
| **"MAP Reports"** | has the meaning given to it in **paragraph 7.5.1.1 (Approval of the Mobilisation Assurance Plan)**; |
| **"Maximum Available Prisoner Places"** | has the meaning given to it in **Schedule 14 (****Payment Mechanism)**; |
| **"Mobilisation Action Plan"** | has the meaning given to it in **paragraph 17** of **Annex E (MAP Assurance Checklist)** to the **Mobilisation, Transition & Transformation Strategy**; |
| **"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 Strategy"** | means the document entitled 'Prison Operator Competition Mobilisation, Transition and Transformation Strategy' as set out in **Appendix 1 (Mobilisation, Transition & Transformation 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; |
| **"Outline Transformation Plan"** | means the outline plan provided by the Contractor prior to the Commencement Date and set out at **Appendix 2 (Outline Transformation Plan)**; |
| **"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 13 (Stability Threat Assessment Meeting)** and **section 4** of the Mobilisation, Transition & Transformation Strategy; |
| **"Transformation Plan"** | means, in respect of Existing Prisons, the Outline Transformation Plan (as superseded by the Detailed Transformation Plan if and when approved by the Authority in accordance **paragraph 14 (Transformation)**); and |
| **"Transition"** or **"Transition Period"** | means the period of one hundred and eighty (180) Days commencing on the Services Commencement Date. |

1. **PURPOSE**
   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. 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.
2. **PREPARATION FOR SERVICE PERIOD** 
   1. Payment for the Preparation for Service Period shall be made in accordance with **Schedule 14 (Payment Mechanism)**.
   2. The Preparation for Service Period covers the period from the Commencement Date to the Services Commencement Date.
   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.

1. **SERVICES COMMENCEMENT**
   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.
   2. The Contractor shall measure its performance from the Services Commencement Date in accordance with **Schedule 15 (Performance Mechanism)**.
   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. 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. The Authority shall procure that any necessary Statutory Certificates in respect of the Prison are current and valid as at the Services Commencement Date.

1. **AVAILABILITY OF PRISONER PLACES** 
   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)**.
   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.

1. **THE MOBILISATION ASSURANCE PLAN**
   1. Within thirty (30) Days following the Commencement Date, the Contractor shall provide to the Authority the Mobilisation Assurance Plan.
   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, Transition & Transformation Strategy) covering the whole Mobilisation Period and shall include at least the following Assurance Checklist headings as a minimum (as further described in **Annex E** of the Mobilisation, Transition & Transformation Strategy):
      1. leadership, project governance and organisation;
      2. risk governance/scheduled review meetings;
      3. shared vision, respect, values and goals;
      4. communication, partner and stakeholder engagement strategies (including community engagement);
      5. recruitment and retention during the Contract Period;
      6. organisational staffing requirements;
      7. training, personal development and 'setting the right workplace culture';
      8. delivery and any transitioning of ICT and documentation (in accordance with the requirements of **Schedule 2 (Digital)**);
      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. 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)**);
      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)**);
      12. adherence to the National Security Framework (as applied through the Local Security Strategy);
      13. first night, induction and discharge procedures prior to Prisoner arrival;
      14. Third Party engagement;
      15. provision of a safe, secure, and decent environment (safeguarding);
      16. Mobilisation Action Plan; and
      17. any Mobilisation activities provided by the Contractor and included within the Contractor's Proposals.
   3. 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 Detailed Transformation Plan) from the Contractor at any point during the Mobilisation Period.
2. **INITIAL CUSTODIAL SERVICE DELIVERY PLAN**
   1. The Contractor shall provide to the Authority the Initial Custodial Service Delivery Plan for submission as part of the Mobilisation Assurance Plan pursuant to **paragraph 6 (The Mobilisation Assurance Plan**) (the "**Initial Custodial Service Delivery Plan**").
   2. The Contractor shall ensure that the Initial Custodial Service Delivery Plan contains:
      1. a staff handbook;
      2. public relations procedures;
      3. the dates by which the Initial Operating Procedures are to be delivered to the Authority's Representative as set out in **paragraph 8 (Initial Operating Procedures)**;
      4. the initial Detailed Transformation Plan based on the Outline Transformation Plan in accordance with **paragraph 14.2 (Detailed Transformation Plan)**;
      5. the OSP Partnership and Enabling Plan and a list of all expected Partnering Agreements (including, for example, those entered into pursuant to **clause 14.6 (Working with the Healthcare Provider, Social Care Service Provider and Probation Provider)**);
      6. details of the requirements for training on the Authority's ICT System pursuant to **clause 9.6 (Training)**;
      7. a resourcing plan for the entire Mobilisation Period;
      8. the Contractor's plan on providing appropriate work opportunities for certain Prisoners (including in Prison Industries and any other work inside the Prison) (as further detailed in **paragraph 2.2 (Aims and Objectives of Work in Prisons**) and **paragraph 5 (Prisoner Work)** of **Part 3 (Prison Industries)** of **Schedule 1 (Authority's Custodial Service Requirements)**);
      9. the Annual Employment on Release Plan (applicable only where there is a 'Resettlement' Prison Function);
      10. 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)**);
      11. 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)**);
      12. the Contractor's plan on delivering the full Purposeful Activities offer to Prisoners, including an update to the details set out in **Schedule 7 (Contractor's Proposals)**;
      13. the Contractor's plans to set up their Property and Facilities Management Services;
      14. the initial draft Exit Plan; and
      15. where applicable, the Contractor's plan for Prison Industries and resettlement services for current and future Prisoners, to include a working Prison plan for each purposed industry/service, a plan for the set-up of each new industry/service to be maintained or introduced to the Prison, detailing the approach to steady state identifying activity arrangements. This shall include an update to the details set out in **Schedule 7 (Contractor's Proposals)**.
   3. The Contractor's Transformation Plan 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, Transition & Transformation Strategy and of **paragraph 14 (Transformation).**
   4. **Approval of the Mobilisation Assurance Plan**
      1. Within twenty (20) Business Days after receipt of the Mobilisation Assurance Plan, the Authority's Representative shall either:
         1. issue a certificate (the "**MAP Approval Certificate**") confirming that they are satisfied that the Mobilisation Assurance Plan (and ICSDP contained within) is in accordance with the requirements of the Contract; or
         2. issue a notice (a "**MAP Notice of Non-Compliance**") stating that the MAP Approval Certificate has not been issued, specifying the grounds on which the MAP 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 MAP Approval Certificate can be issued.
      2. Following receipt of a MAP Notice of Non-Compliance, the Contractor shall attend to such outstanding matters referred to in the MAP Notice of Non-Compliance and shall deliver the revised Mobilisation Assurance Plan to the Authority within ten (10) Business Days after receipt of the MAP Notice of Non-Compliance so that the procedure in **paragraph 7.4.1 (Approval of Mobilisation Assurance Plan)** is repeated as often as necessary to ensure that all outstanding matters in relation to the Mobilisation Assurance Plan are attended to and the MAP Approval Certificate can be issued in accordance with **paragraph 7.4.1 (Approval of Mobilisation Assurance Plan)**.
      3. If the Parties are unable to agree the Mobilisation Assurance Plan, the Dispute Resolution Procedure shall apply.
      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 Assurance Plan.
   5. **Updates to the Mobilisation Assurance Plan**
      1. The Contractor shall:
         1. for the duration of the Mobilisation Period, produce progress updates ("**MAP Reports**") to the Mobilisation Assurance Plan each Month for each Checkpoint Meetings no later than two (2) Business Days in advance of each Checkpoint Meeting up to the end of the Mobilisation Period; and
         2. ensure that the MAP Reports contain details of the Contractor's progress against the Mobilisation Assurance Plan (and Initial Custodial Service Delivery Plan and Detailed Transformation Plan contained within).
      2. The Parties acknowledge that the production of a MAP Report may require the Mobilisation Assurance Plan (and Initial Custodial Service Delivery Plan and Detailed Transformation Plan contained within) to be amended. If the Mobilisation Assurance Plan requires amendment, the Contractor shall:
         1. amend the Mobilisation Assurance Plan accordingly; and
         2. issue it to the Authority's Representative for approval,

and the procedure outlined in **paragraph 7.3 (Approval of Mobilisation Assurance Plan)** shall be repeated until the amended Mobilisation Assurance Plan is approved by the Authority.

1. **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).

1. **APPROVAL OF OPERATING PROCEDURES**
   1. Within twenty (20) Business Days after receipt of each Initial Operating Procedure, the Authority's Representative shall either:
      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
      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** of **Schedule 17 (Review Procedure)**) and specifying any matters that must be attended to before the Operating Procedure Approval Certificate can be issued.
   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)**.
   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 Initial Operating Procedures have been approved by the Authority's Representative.
   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.
2. **NOT USED**

1. **INTERFACE MEETINGS**
   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.
   2. Shortly after the Commencement Date, the Authority will convene the following Interface Meetings:
      1. Interface Meeting (1): an initial meeting between the Contractor and the Authority to discuss the activities required to achieve a successful Mobilisation and handover at Services Commencement Date;
      2. Interface Meeting (2): an initial meeting between the SPV and/or Operating Sub-contractor, the Contractor and the Authority to agree the Mobilisation and handover programme; followed by
      3. Regular Interface Meetings thereafter Interface Meeting (2): regular fortnightly tri-partite meetings with the SPV and/or Operating Sub-contractor, the Contractor and the Authority to provide assurance against that programme.
2. **CHECKPOINT MEETINGS**
   1. 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 Assurance Plan, in accordance with the MAP Report and Assurance Checklist 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.
   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 Service Provider and Probation Provider pursuant to **clause 14 (****Working with the Healthcare Provider, Social Care Service Provider and Probation Provider)**.
   3. 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.
   4. The first occurrence of the Checkpoint Meeting shall take place no later than ten (10) Business Days after the Commencement Date.
   5. Following the first Checkpoint Meeting, each subsequent Checkpoint Meeting shall take place on at least a Monthly basis throughout the Mobilisation Period.
   6. **Attendance at Checkpoint Meetings**
      1. The Contractor shall ensure that each Checkpoint Meeting is attended, as a minimum, by the following individuals or representatives of the following parties:
         1. the Director and any other persons responsible for Mobilisation;
         2. the person responsible for human resources within the Prison;
         3. the person responsible for Regime and activities within the Prison;
         4. the person responsible for the relationship with drug service providers within the Prison;
         5. the person responsible for the relationship with Healthcare Providers within the Prison;
         6. the person responsible for the relationship with Social Care Service Providers within the Prison;
         7. the person responsible for the relationship with Probation Providers within the Prison; and
         8. the person responsible for Property and FM Services within the Prison.
      2. The Authority shall ensure that each Checkpoint Meeting is attended, as a minimum, by representatives of the following parties:
         1. an Authority representative to chair the meeting and set the agenda; and
         2. the Controller.
      3. As a minimum, the Checkpoint Meeting agenda shall cover progress against the Mobilisation Assurance Plan (including the ICSDP), and progress against the following contractual obligations:
         1. Operating Procedures;
         2. Contractor's key personnel (as set out in **Schedule 6 (Contractor Key Personnel)**);
         3. Equipment Register;
         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
         5. Contractor's Staff (pursuant to **clause 36 (The Contractor's Staff)**, in particular **clause 36.11 (Sufficient Contractor's Staff)**).
3. **STABILITY THREAT ASSESSMENT MEETINGS**
   1. Stability Threat Assessment Meetings aim to ensure the Contractor is supported during the Transition Period whilst maintaining a safe, decent and secure environment.
   2. Each STAM shall:
      1. be chaired by a representative of the Authority;
      2. take place at least Monthly throughout Transition; and
      3. monitor the stability and safety of the Prison during the Transition Period drawing upon whichever metrics and information is deemed relevant by the Authority.
   3. The Contractor shall ensure that each STAM is attended, as a minimum, by the following individuals or representatives of the following parties:
      1. the Director; and
      2. the individual in the Prison responsible for security.
   4. The Authority shall ensure that each STAM is attended, as a minimum, by the following individuals or representatives of the following parties:
      1. an Authority representative to chair the meeting; and
      2. the Controller.
   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.

1. **TRANSFORMATION**
   1. **Outline Transformation Plan**
      1. The Outline Transformation Plan is set out in **Appendix 2 (Outline Transformation Plan)** covering:
         1. details of the improvements in efficiency and effectiveness of the Services from the Services Commencement Date; and
         2. the activities it will, if instructed under a CN, carry out to deliver the Committed Investment Works by the relevant critical milestone date.
      2. The Contractor shall comply with its obligations set out in the Outline Transformation Plan and the Detailed Transformation Plan.
      3. Any change to the Outline Transformation Plan and the Detailed Transformation Plan (which shall be Controlled Documents) shall be made in accordance with **Schedule 16 (Change Protocol)**.
   2. **Detailed Transformation Plan** 
      1. The Contractor shall submit an initial Detailed Transformation Plan to the Authority within thirty (30) Days of the Commencement Date as part of the Initial Custodial Service Delivery Plan (which itself is part of the Mobilisation Assurance Plan) covering the scope of activities included within the Outline Transformation Plan. The Contractor shall subsequently maintain a Detailed Transformation Plan through the Service Period as part of the Annual Custodial Service Delivery Plan updated from time to time to cover the activities required to deliver ongoing improvements in efficiency and effectiveness of the Services.
      2. Each iteration of the Detailed Transformation Plan shall be in provided in an electronic format agreed with the Authority and shall include:
         1. critical milestones (including, until they are achieved, the critical milestones and payment milestones set out in the Outline Transformation Plan);
         2. the milestone dates for each of the critical milestones;
         3. the achievement criteria for each proposed critical milestone; and
         4. the tasks required by the Contractor to achieve each critical milestone; and
         5. the proposed start and end date for each task.

**Appendix 1 – Mobilisation, Transition & Transformation Strategy**

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

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**Appendix 2 – Outline Transformation Plan**

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

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