



SCHEDULE 5:

MOBILISATION, TRANSITION AND TRANSFORMATION

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1. **PURPOSE**

1.1 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.

1.2 This Schedule sets out the various elements of Mobilisation, Transition and Transformation, 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. **MOBILISATION PERIOD**

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

2.2 The Mobilisation Period covers the period from the Mobilisation Commencement Date to the Services Commencement Date.

2.3 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.

2.4 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 Mobilisation Period for purpose of the implementation of the Mobilisation and Transition Plan or other related activities necessary for Mobilisation or Transition (including the testing and/or installation of any ICT Systems or ICT Equipment), the Contractor shall:

2.4.1 comply with the requirements in **clause 7.1 (Occupation prior to Grant of Leases)**;

2.4.2 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 with such access to the Site during the Mobilisation Period by the Contractor.

2.5 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.



2.6 At least ninety (90) Days prior to the Services Commencement Date (or by such later date as is agreed from time to time by the Parties in writing), the Contractor shall submit to the Authority's Representative the Contractor's Staff Information.

3. SERVICES COMMENCEMENT

3.1 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.

3.2 Subject to the provisions of **paragraph 12 (Prison Specific Information)** and **paragraph 15 (Notification of Immediate Reduction in Requirement for Available Prisoner Places (IRRAPPs))** 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.

3.3 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.

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

4. AVAILABILITY OF PRISONER PLACES

4.1 A Prisoner Place shall not be capable of constituting an Available Prisoner Place until the Authority has approved all relevant Local Operating Procedures in accordance with **paragraph 8.3 (Approval of Local Operating Procedures)**.

4.2 If a Prisoner Place has not satisfied the requirements at **paragraph 4.1 (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 4.1 (Availability of Prisoner Places)** are satisfied.

5. THE MOBILISATION AND TRANSITION PLAN

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



- 5.2 The Mobilisation and Transition Plan shall reflect the requirements detailed in the MTT Blueprint and show all activities and milestones (including all key activities, critical activities, resources and start and finish dates) covering the whole Mobilisation Period and Transition Period and shall include detailed content on at least the following areas as a minimum:
- 5.2.1 leadership, project governance and organisation;
 - 5.2.2 risk governance/scheduled review meetings;
 - 5.2.3 shared vision, respect, values and goals;
 - 5.2.4 communication, partner and stakeholder engagement strategies (including community engagement);
 - 5.2.5 a resourcing plan for the entire Mobilisation Period and Transition Period, organisational staffing requirements including recruitment and retention during the Contract Period;
 - 5.2.6 the Contractor's plans to mobilise and maintain the use of a Regime and Business Plan;
 - 5.2.7 training, personal development and 'setting the right workplace culture';
 - 5.2.8 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;
 - 5.2.9 the Contractor's plans to mobilise and maintain the Property and Facilities Management Services (including plans for the activities described in **Appendix 2 (Property and FM Activities for Mobilisation and Transition Plan)**);
 - 5.2.10 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);



- 5.2.11 the Contractor's plans to mobilise and maintain delivery of at least the minimum number of Work Places identified in the Annual Custodial Service Delivery Plan (as further detailed in **paragraph 3 (Prisoner Work) of Part 3 (Prison Industries) of Schedule 1 (Authority's Custodial Service Requirements)**);
- 5.2.12 the Contractor's plans to mobilise and maintain their proposed incentive and earned privileges scheme (as further described in **paragraph 4 (Performance Management and Incentivisation) of Part 3 (Prison Industries) of Schedule 1 (Authority's Custodial Service Requirements)**);
- 5.2.13 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)**;
- 5.2.14 operational and quality assurance requirements for the delivery of Custodial Services (in accordance with the requirements of **Part 1 (Custodial Services) and Part 7 (Democratic Therapeutic Community) of Schedule 1 (Authority's Custodial Service Requirements)**), including the draft Annual Custodial Service Delivery Plan;
- 5.2.15 adherence to the National Security Framework (as applied through the Local Security Strategy);
- 5.2.16 the Contractor's plans to mobilise and maintain public relations procedures;
- 5.2.17 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)**);
- 5.2.18 first night, induction and discharge procedures prior to Prisoner arrival;
- 5.2.19 Third Party engagement;
- 5.2.20 provision of a safe, secure, and decent environment (safeguarding); and
- 5.2.21 any other Mobilisation activities provided by the Contractor and included within the Contractor's Proposals.



5.3 **Approval of the Mobilisation and Transition Plan**

5.3.1 Within twenty (20) Business Days after receipt of the Mobilisation and Transition Plan, the Authority's Representative shall either:

5.3.1.1 issue an MTP Approval Certificate; or

5.3.1.2 issue an MTP Notice of Non-Compliance.

5.3.2 Following receipt of a MTP Notice of Non-Compliance, the Contractor shall attend to such outstanding matters referred to in the MTP Notice of Non-Compliance and shall deliver the revised Mobilisation and Transition Plan to the Authority within ten (10) Business Days after receipt of the MTP Notice of Non-Compliance so that the procedure in **paragraph 5.3.1 (Approval of the Mobilisation and Transition Plan)** is repeated as often as necessary to ensure that all outstanding matters in relation to the Mobilisation and Transition Plan are attended to and the Mobilisation and Transition Plan can be issued in accordance with **paragraph 5.3.1 (Approval of the Mobilisation and Transition)**.

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

5.3.4 Without prejudice to the Contractor's obligations pursuant to **paragraph 3 (Services Commencement)**, no Prisoner Places shall constitute Available Prisoner Places until the Authority's Representative has approved the Mobilisation and Transition Plan.

5.4 **MTP Reports and updates to the Mobilisation and Transition Plan**

5.4.1 The Contractor shall:

5.4.1.1 for the duration of the Mobilisation Period and Transition Period, produce MTP Reports each Month for each Operator Checkpoint Meeting that takes place in those periods no later than three (3) Business Days in advance of each relevant Operator Checkpoint Meeting up to the end of the Transition Period; and

5.4.1.2 ensure that the MTP Reports contain details of the Contractor's progress against the Mobilisation and Transition Plan.



5.4.2 The Parties acknowledge that the production of an MTP Report may require the Mobilisation and Transition Plan to be amended. If the Mobilisation and Transition Plan requires amendment, the Parties shall follow the process set out in **Schedule 16 (Change Protocol)**.

5.4.3 The Contractor shall maintain the Mobilisation and Transition 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 and Transition Plan from the Contractor at any point during the Mobilisation Period and Transition Period.

6. **PREPARATION OF THE ANNUAL CUSTODIAL SERVICE DELIVERY PLAN**

6.1 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 unless either Party requests that, in respect of one or more particular components of the Annual Custodial Service Delivery Plan, an extension of time is required and:

6.1.1 in the case of an Authority request the Contractor's obligation shall be to provide the Annual Custodial Service Delivery Plan by that date as extended by request; and

6.1.2 in the case of a Contractor request, the Contractor's obligation shall be to provide the Annual Custodial Service Delivery Plan by that date as extended by request provided the request has been approved by the Authority in writing.

6.2 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 24.1.2 (Delivery of Annual Custodial Service Delivery Plan)** taking into account, for particular components, any extensions of time granted pursuant to **paragraph 6.1 (Preparation of the Annual Custodial Service Delivery Plan)**.

6.3 The Contractor shall submit, no later than ninety (90) Days prior to the Services Commencement Date, 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.



6.4 Following receipt of the draft ACSDP in accordance with the date or dates specified in **paragraph 6.1 (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)**).

6.5 Following receipt of the draft Annual Interventions Plan in accordance with **paragraph 6.3 (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).

7. LOCAL OPERATING PROCEDURES

7.1 The Contractor shall provide to the Authority and the Authority's Representative for approval the proposed delivery schedule for the drafts of each Local Operating Procedure no later than thirty (30) Days following the Mobilisation Commencement Date. The schedule shall take into account:

7.1.1 the Authority's requirements (which shall be communicated to the Contractor through the Authority's Representative) as to the date by which the relevant Local 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);

7.1.2 the time required for the approval process as set out in **paragraph 8 (Approval of Local 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; and

7.1.3 the time required for any Operating Procedure Test that may be required as set out in **clause 13.3 (Testing of Local Operating Procedures)**,



and shall be accompanied by a detailed proposal and plan for the Contractor to transition from the Operating Subcontractor's operating procedures under the PFI Project Agreement to the Local Operating Procedures.

8. **APPROVAL OF LOCAL OPERATING PROCEDURES**

8.1 Within twenty (20) Business Days after receipt of each draft Local Operating Procedure in accordance with the approved delivery schedule referred to in **paragraph 7 (Local Operating Procedures)**, the Authority's Representative shall either:

8.1.1 issue an Operating Procedure Approval Certificate; or

8.1.2 issue an Operating Procedure Notice of Non-Compliance.

8.2 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 Local 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 8.1 (Approval of Local Operating Procedures)** is repeated as often as necessary to ensure that all outstanding matters in relation to the Local Operating Procedure are attended to and the Operating Procedure Approval Certificate can be issued in accordance with **paragraph 8.1 (Approval of Local Operating Procedures)**.

8.3 Once so approved, the draft Local Operating Procedures shall constitute the Local Operating Procedures for the purposes of this Contract and shall be reviewed on an annual basis as part of the Contractor's updates to the Annual Custodial Service Delivery Plan in accordance with **clause 24.1 (Delivery of Annual Custodial Service Delivery Plan)**.

8.4 Without prejudice to the Contractor's obligations pursuant to **paragraph 3 (Services Commencement)**, no Prisoner Places shall constitute Available Prisoner Places until all of the relevant Local Operating Procedures have been approved by the Authority's Representative (and for these purposes "relevant" shall mean those Local Operating Procedures that the Authority requires to be fully approved and in operation by the Services Commencement Date).

9. **INTERFACE MEETINGS**

9.1 The objective of the Interface Meetings is to ensure that there is engagement between all parties during the Mobilisation 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.

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

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

9.2.2 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;

9.2.3 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.

10. OPERATOR CHECKPOINT MEETINGS

10.1 Operator Checkpoint Meetings shall aim to ensure all Mobilisation, Transition and Transformation 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 and Transition Plan and (in relation to the Initial Transformation Deliverables) the Transformation Plan in accordance with the MTP Report and Transformation Plan Report 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.

10.2 Operator Checkpoint Meetings shall consider the outcomes of any other meetings held pursuant to this Contract during Mobilisation and Transition 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)**.

10.3 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.

10.4 In the period between the Commencement Date and the Mobilisation Commencement Date, Operator Checkpoint Meetings shall take place on dates notified by the Authority to the



Contractor from time to time. Following this, an Operator Checkpoint Meeting shall take place no later than ten (10) Business Days after the Mobilisation Commencement Date.

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

10.6 **Attendance at Operator Checkpoint Meetings**

10.6.1 The Contractor shall ensure that each Operator Checkpoint Meeting is attended, as a minimum, by the following individuals or representatives of the following parties and workstreams:

10.6.1.1 the Mobilisation Director, Transition Director (during Transition) and Director (post-Services Commencement Date) and any other persons responsible for Mobilisation, Transition and Transformation;

10.6.1.2 representatives from the DTC;

10.6.1.3 human resources;

10.6.1.4 Regime and activities;

10.6.1.5 the person responsible for the relationship with drug service providers;

10.6.1.6 the person responsible for the relationship with Healthcare Providers;

10.6.1.7 the person responsible for the relationship with Social Care Service Providers;

10.6.1.8 the person responsible for the relationship with Probation Providers;

10.6.1.9 Property and Facilities Management Services; and

10.6.1.10 any other persons required to attend by the Authority.

10.6.2 The Authority shall ensure that each Operator Checkpoint Meeting is attended, as a minimum, by representatives of the following parties:

10.6.2.1 an Authority representative to chair the meeting and set the agenda

10.6.2.2 Authority workstream leads (when required); and



10.6.2.3 the Controller.

10.6.3 As a minimum, the Operator Checkpoint Meeting agenda shall cover progress against the Mobilisation and Transition Plan, and (in relation to the Initial Transformation Deliverables) the Transformation Plan, and progress against the following contractual obligations:

10.6.3.1 Local Operating Procedures;

10.6.3.2 Contractor's key personnel (as set out in **Schedule 6 (Contractor Key Personnel)**);

10.6.3.3 Equipment Register;

10.6.3.4 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

10.6.3.5 Contractor's Staff (pursuant to **clause 36 (The Contractor's Staff)**, in particular **clause 36.11 (Sufficient Contractor's Staff)**).

11. CRITICAL SYSTEMS WORKSHOPS

11.1 The aim of these workshops is to discuss equipment, systems and processes that are essential in order to ensure safe and effective operational delivery of the Services and/or the stability of the Prison on and from the Services Commencement Date (such systems and processes to be identified by the Contractor in advance of the initial Critical Systems Workshop).

11.2 The Critical Systems Workshops will allow the Parties and relevant third parties to discuss these equipment, systems and processes, including looking at current state, data transference, equipment/assets and any Sub-Contractors and licensing involved.

11.3 The first occurrence of the Critical Systems Workshop shall take place within twenty (20) Business Days after the Mobilisation Commencement Date.

11.4 Each Critical Systems Workshop shall:

11.4.1 be chaired by a representative of the Contractor (unless the Authority elects that it shall be the chair, in which case the Authority will chair); and

11.4.2 take place at least Monthly throughout Mobilisation Period (and Transition Period, where required by the Authority).



- 11.5 The Contractor shall ensure that each Critical System Workshop is attended, as a minimum, by the following individuals or representatives of the following parties:
- 11.5.1 the Director and any other member of the Contractor's Staff responsible for Mobilisation and Transition;
 - 11.5.2 the Contractor's commercial lead;
 - 11.5.3 the member of the Contractor's Staff responsible for the workstream in respect of which a critical system or process or item of equipment has been identified e.g., ICT;
 - 11.5.4 representatives from the Authority and the Controller; and
 - 11.5.5 at the Authority's request, representatives from the SPV and/or Operating Sub-contractor.
12. **STABILITY THREAT ASSESSMENT MEETINGS**
- 12.1 Stability Threat Assessment Meetings aim to ensure the Contractor is supported during the Transition Period whilst maintaining a safe, decent and secure environment.
- 12.2 Each STAM shall:
- 12.2.1 be chaired by a representative of the Authority;
 - 12.2.2 take place at least Monthly throughout Transition; and
 - 12.2.3 monitor the stability and safety of the Prison during the Transition Period drawing upon whichever metrics and information are deemed relevant by the Authority.
- 12.3 The Contractor shall ensure that each STAM is attended, as a minimum, by the following individuals or representatives of the following parties:
- 12.3.1 the Director; and
 - 12.3.2 the individual in the Prison responsible for security.
- 12.4 The Authority shall ensure that each STAM is attended, as a minimum, by the following individuals or representatives of the following parties:
- 12.4.1 an Authority representative to chair the meeting; and



12.4.2 the Controller.

13. **TRANSFORMATION**

13.1 The Contractor shall deliver Transformation throughout the Service Period and:

13.1.1 this Schedule contains the provisions applicable to the Transformation Plan insofar as it relates to the period during which the Initial Transformation Deliverables are implemented; and

13.1.2 **clause 26.4 (Continuous Improvement)** contains the provisions applicable to the Transformation Plan insofar as it relates to the remainder of the Service Period.

13.2 **The Transformation Plan**

13.2.1 Within thirty (30) Days following the Mobilisation Commencement Date, the Contractor shall provide to the Authority an updated Transformation Plan with a detailed plan for delivery of the Initial Transformation Deliverables (consistent with the MTT Blueprint), provided that the Contractor shall not be permitted to make any adverse change when compared with the version of the Transformation Plan set out in **Appendix 1 (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.

13.3 **Requirements for maintaining the Transformation Plan**

13.3.1 The Contractor's Transformation Plan shall reflect the Transformation requirements detailed in the MTT Blueprint, and:

13.3.1.1 detail the delivery and integration of the Contractor's Proposals for delivering the Initial Transformation Deliverables to provide improvements in efficiency and effectiveness of the Services from the Services Commencement Date by the relevant critical milestone date; and

13.3.1.2 be updated and maintained by the Contractor as necessary from time to time.

13.3.2 The Contractor shall comply with its obligations set out in the Transformation Plan.



- 13.3.3 Each iteration of the Transformation Plan shall be provided in an electronic format agreed with the Authority and shall include:
- 13.3.3.1 critical milestones (including, until they are achieved, the critical milestones set out in the Transformation Plan);
 - 13.3.3.2 the milestone dates for each of the critical milestones;
 - 13.3.3.3 the achievement criteria for each proposed critical milestone;
 - 13.3.3.4 the tasks required by the Contractor to achieve each critical milestone;
 - 13.3.3.5 the proposed start and end date for each task; and
 - 13.3.3.6 any dependencies.

13.4 **Approval of the Transformation Plan**

- 13.4.1 Within twenty (20) Business Days after receipt of each update to the Transformation Plan, the Authority's Representative shall either:
- 13.4.1.1 issue a Transformation Plan Approval Certificate; or
 - 13.4.1.2 issue a Transformation Plan Notice of Non-Compliance.
- 13.4.2 Following receipt of a Transformation Plan Notice of Non-Compliance, the Contractor shall attend to such outstanding matters referred to in the Transformation Plan Notice of Non-Compliance and shall deliver the revised Transformation Plan to the Authority within ten (10) Business Days after receipt of the Transformation Plan Notice of Non-Compliance so that the procedure in **paragraph 13.4.1 (Approval of the Transformation Plan)** is repeated as often as necessary to ensure that all outstanding matters in relation to the Transformation Plan are attended to and the Transformation Plan can be issued in accordance with **paragraph 13.4.1 (Approval of the Transformation Plan)**.
- 13.4.3 If the Parties are unable to agree the Transformation Plan, the Dispute Resolution Procedure shall apply.
- 13.4.4 Without prejudice to the Contractor's obligations pursuant to **paragraph 3 (Services Commencement)**, no Prisoner Places shall constitute Available Prisoner Places until the Authority's Representative has approved the initial update to the



Transformation Plan submitted by the Contractor pursuant to **paragraph 13.2.1 (The Transformation Plan)**.

13.5 Transformation Plan Reports and updates to the Transformation Plan

13.5.1 The Contractor shall:

13.5.1.1 for the duration of the period during which the Initial Transformation Deliverables are being implemented, produce Transformation Plan Reports each Month for each Operator Checkpoint Meeting during the Transition Period and, subsequently, for each Transformation Meeting no later than three (3) Business Days in advance of each meeting; and

13.5.1.2 ensure that the Transformation Plan Reports contain details of the Contractor's progress against the Transformation Plan.

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

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

14. TRANSFORMATION MEETINGS

14.1 Transformation Meetings shall aim to ensure all Transformation 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 for the Initial Transformation Deliverables set within the Transformation Plans in accordance with the Transformation Plan Reports and provide information and advice to the Authority. Transformation 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.

14.2 Transformation Meetings shall consider the outcomes of any other meetings held pursuant to this Contract during Mobilisation and Transition 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)**.

14.3 Transformation 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.

14.4 The first occurrence of the Transformation Meeting shall take place no later than ten (10) Business Days after the end of the Transition Period.

14.5 Following the first Transformation Meeting, each subsequent Transformation Meeting shall take place on at least a Monthly basis throughout the period during which the Initial Transformation Deliverables are being implemented.

14.6 **Attendance at Transformation Meetings**

14.6.1 The Contractor shall ensure that each Transformation Meeting is attended, as a minimum, by the following individuals or representatives of the following parties and workstreams:

14.6.1.1 the Director;

14.6.1.2 representatives from the DTC;

14.6.1.3 the Transformation director; and

14.6.1.4 any other persons responsible for Transformation,

and, by exception, by the following individuals or representatives of the following parties and workstreams:

14.6.1.5 security;

14.6.1.6 residential;

14.6.1.7 Offender Management Unit;

14.6.1.8 safety;

14.6.1.9 staffing/people/HR;



- 14.6.1.10 Purposeful Activity;
 - 14.6.1.11 performance; and
 - 14.6.1.12 digital technology.
- 14.6.2 The Authority shall ensure that each Transformation Meeting is attended, as a minimum, by representatives of the following parties and workstreams:
- 14.6.2.1 a representative from the Controller's team to chair the meeting and set the agenda and terms of reference for the meeting;
 - 14.6.2.2 the Authority's Representative;
 - 14.6.2.3 the Authority's contracts and competitions team (currently known as the Contract, Exit, Competition and Capacity team); and
 - 14.6.2.4 other Authority workstream leads (when required and at the Authority's option).
- 14.6.3 As a minimum, the Transformation Meeting agenda shall cover progress against the Transformation Plan for the Initial Transformation Deliverables and, in addition, the Contractor's Proposals relating to:
- 14.6.3.1 social value (including those in the sub-folder entitled 'Section 3 – Social Value' of the Contractor's Proposals); and
 - 14.6.3.2 measurable benefits (including those referred to in **Appendix 2 of Schedule 7 (Contractor's Proposal)**).

Appendix 1 – Transformation Plan

The Transformation Plan is set out in the document with file name "Dovegate - Schedule 5 (Mobilisation) - Appendix 1 (Transformation Plan)" contained in the folder entitled 'USB Documents' made available at the Commencement Date to the Contractor on the Authority's procurement software, Jaggaer.

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Appendix 2 – Property and FM Activities for Mobilisation and Transition Plan

1. Property and Facilities Management matters for the Mobilisation and Transition Plan:
 - 1.1 arranging security clearance for key Contractor Staff in accordance with the requirements of this Contract;
 - 1.2 establishing the Maintenance Services and Local Operating Procedures;
 - 1.3 developing effective health, safety and environmental procedures;
 - 1.4 familiarising the maintenance staff with the Prison and the Site and providing them with adequate tools, equipment, personal protective equipment and training on the Prison's Maintenance Service and systems;
 - 1.5 establishing spares, consumable materials, specialist plant and other requirements required for the on-going operation and maintenance of the services;
 - 1.6 setting up the Maintenance Service and CAFM system;
 - 1.7 preparing the Built Environment and M&E Assets Condition Verification Report;
 - 1.8 preparing the drawing up of the Asset Forward Maintenance Plan and Asset Forward Replacement Plan;
 - 1.9 complying with the Contract reporting mechanisms in accordance with **Schedule 15 (Performance Mechanism)**;
 - 1.10 familiarising itself with the Site and plans of the Site;
 - 1.11 preparing the Contractor's off-site Prison team;
 - 1.12 evaluating skill levels and use of specialists and producing approved Sub-Contractor lists;
 - 1.13 identifying the Site Facilities Manager and Deputy Site Facilities Manager, where such individuals have transferred to the Contractor or a Sub-Contractor pursuant to a Relevant Transfer, and, where this is not the case, appointing people to those roles;
 - 1.14 recruiting and inducting new staff;
 - 1.15 allocating staff and confirming staff's details;
 - 1.16 establishing the Site, including provision of welfare facilities;



- 1.17 planning and prioritising workload;
- 1.18 confirming hours of working and access arrangements;
- 1.19 completing the development of operational procedures;
- 1.20 ensuring that systems are in place and carrying out administration;
- 1.21 preparing for compliance with its obligations under this Contract including but not limited to **clauses 23 (Performance Monitoring) and 64 (Contractor's Records and Provision of Information)**;
- 1.22 evaluating materials and stock management;
- 1.23 allocating roles and responsibilities;
- 1.24 carrying out audits and quality checks; and
- 1.25 reporting to the Authority.