

PHILOSOPHY

The overarching philosophy is for the Service Provider to:

- maintain Department Assets, Loose Assets, and manage the facilities operations (including providing Catering and Cleaning Services) at Northwest Point;
- maintain Loose Assets and provide Catering Services at the Christmas Island APODs.

Christmas Island Maintenance Services is responsible for facilities management (including maintenance of Department Assets, minor works and the provision of Cleaning Services) at the Christmas Island APODs.

Facilities Management and Support Services will include the provision of quality amenities and the promotion of a healthy and safe environment. The Services will be delivered consistent with the Immigration Detention Values and in a manner that treats People in Detention with dignity and respect. All Service Provider Personnel will behave in a professional, cooperative and accountable manner.

The success of facilities services and associated management will be determined by the extent to which Centres function effectively and the needs of People in Detention are met satisfactorily.

1. MANAGEMENT OF ASSETS

1.1 General

- (a) The Service Provider must:
 - (i) manage the:
 - (A) Department Assets and Loose Assets at the Northwest Point Immigration Detention Centre (**Northwest Point**) and operate and maintain the Department Assets and Loose Assets in a manner that ensures the Department Assets and Loose Assets achieve their design life and the incidence of Emergency and Breakdown Repairs is minimised; and
 - (B) Loose Assets at the Christmas Island APODs and operate and maintain the Loose Assets in a manner that ensures the Loose Assets achieve their design life and the incidence of Emergency and Breakdown Repairs is minimised;
 - (ii) manage the maintenance, disposal and replacement of Department Assets at Northwest Point in accordance with the Department Asset Replacement Plan and Philosophy, or as directed by the Department, to ensure that Department Assets meet their design life and are always safe to use;
 - (iii) only dispose of, or write-off, a Department Asset or Loose Asset with the prior written approval of the Department; and
 - (iv) provide details of all new, replacement and written off Department Assets at Northwest Point to the Department as amended in to the Department Asset Register to allow the Department to manage the value of the portfolio of Department Assets.
- (b) The Service Provider is not responsible for project management of:
 - (i) minor capital works conducted as part of the Minor Works Programme; or
 - (ii) major capital works.

1.2 Department Asset Register

- (a) The Department will provide to the Service Provider a Department Asset Register for Northwest Point during the Transition In Period.
- (b) The Service Provider must provide an asset management system that will record and maintain the Department Asset Register.
- (c) The Service Provider must maintain the currency of the Department Asset Register for Northwest Point, including:

- (i) recording identification details of existing, new, replacement, upgraded and relocated Department Assets, including:
 - (A) locations of Department Assets, including details of any Department Assets transferred between Christmas Island Sites;
 - (B) identifying features (including serial numbers and bar code numbers);
 - (C) certificates of compliance;
 - (D) warranties; and
 - (E) test records; and
- (ii) removing assets from the Department Asset Register when the Service Provider disposes of Department Assets.
- (d) The Service Provider must update the Department Asset Register in accordance with any changes in asset value as notified by the Department from time to time.
- (e) The Service Provider must, in conjunction with Department Personnel, conduct an annual physical stock take of all Department Assets at Northwest Point in conjunction with the Department Regional Management.

2. MAINTENANCE OF ASSETS

2.1 General

- (a) The Service Provider must maintain:
 - (i) all Department Assets at Northwest Point including all buildings, fittings, plant and equipment, engineering services, grounds and infrastructure elements, to preserve the functionality and value of the Department Assets, by conducting maintenance activities including all inspection, testing and servicing required to ensure compliance with obligations under the Law, relevant Australian Standards, and manufacturers' requirements and specifications;
 - (ii) the Department Assets and Loose Assets at Northwest Point to ensure they achieve their design life and the incidence of Emergency and Breakdown Repairs is minimised; and
 - (iii) the Loose Assets at the Christmas Island APODs to ensure they achieve their design life and the incidence of Emergency and Breakdown Repairs is minimised.
- (b) The Service provider must maintain all Department Assets and Loose Assets at Northwest Point, to provide a safe, secure and healthy environment, including:
 - (i) planning, scheduling and performing Maintenance; and

- 2.2 **Maintenance Management Plan**
- (c) The Service provider must maintain all Loose Assets at the Christmas Island APODs, to provide a safe, secure and healthy environment, including:
 - (i) planning, scheduling and performing Maintenance; and
 - (ii) planning, scheduling and performing modifications where approved by the Department.

(a) The Service Provider must develop a Maintenance Management Plan for Northwest Point, during the Transition In Period, for approval by the Department in accordance with **Schedule 15** (Document Approval Schedule), that includes:

- (i) a schedule for inspection and testing of Department Assets;
- (ii) a schedule of planned Maintenance that includes preventative, conditional and corrective maintenance, taking into account the Department Asset Replacement Plan and Philosophy;
- (iii) Response Times for Emergency and Breakdown Repairs;
- (iv) schedules for the regular Maintenance and testing of security systems;
- (v) schedules for the regular Maintenance and testing of emergency systems;
- (vi) any additional Maintenance required due to changes to the Department Asset Register during the Transition In Period; and
- (vii) any Department Assets that are not fit for purpose or have reached the end of their useful life, and may need major repair, refurbishment or replacement.

(b) The Service Provider must develop and submit by the annual anniversary of the Handover Date at Northwest Point, an updated annual Maintenance Management Plan for Department Assets at Northwest Point for Department approval.

(c) The Service Provider acknowledges that:

- (i) the inclusion of any Department Asset in the Maintenance Management Plan for major repair, refurbishment or replacement by the Service Provider will be at the Department's absolute discretion; and
- (ii) the Department may be required, under the Commonwealth Procurement Guidelines, to procure such services through an open tender process.

2.3 Computerised Maintenance Management System

- (a) The Service Provider must provide and implement a computerised Maintenance Management System to facilitate Maintenance management that contains:
 - (i) details of planning, scheduling and performance of all Asset maintenance including planned and reactive maintenance;
 - (ii) details of planning, scheduling and performance of modifications, and any Additional Services agreed by the Department;
 - (iii) the status of work orders issued against specific Assets;
 - (iv) annual condition audits provided by the Department; and
 - (v) building condition reports and plans provided by the Department.

2.4 Compliance with Australian Standards

- (a) When performing maintenance or modification work on Department Assets at Northwest Point, the Service Provider must comply with the Building Code of Australia and all applicable Australian Standards.

2.5 Emergency and Breakdown Repairs

- (a) The Service Provider must:
 - (i) repair all facility service breakdowns at Northwest Point as soon as possible and within the Response Times set out in the Maintenance Management Plan; and
 - (ii) record all details related to each defect, fault or damage and subsequent action taken in response to emergency breakdowns.

2.6 Alternative Arrangements during Maintenance

- (a) In the event that a Department Asset or Loose Asset is defective or has to be taken out of service for Maintenance, the Service Provider must:
 - (i) make reasonable alternative arrangements to maintain security, Occupational Health and Safety and environmental standards until the asset is returned to service; and
 - (ii) notify the Department Regional Management of the alternative arrangements and any impact these arrangements may have on provision of the Services.

2.7 Damage by People in Detention

- (a) If People in Detention damage Department Assets or Loose Assets at Northwest Point, the Service Provider must:
 - (i) repair or replace the asset in accordance with the Department Asset Replacement Plan and Philosophy;
 - (ii) notify the Department Regional Management; and
 - (iii) record the cost of repairing or replacing Assets damaged through malicious action as a separate item in the computerised Maintenance Management System.
- (b) If People in Detention damage Department Assets at the Christmas Island APODs, the Service Provider must:
 - (i) use Christmas Island Maintenance Services to repair or replace the Assets in accordance with the Department Asset Replacement Plan and Philosophy;
 - (ii) notify the Department Regional Management; and
 - (iii) record the cost of repairing or replacing assets damaged through malicious action as a separate item in the computerised Maintenance Management System.
- (c) If People in Detention damage Loose Assets at the Christmas Island APODs, the Service Provider must:
 - (i) notify the Department Regional Management; and
 - (ii) record the cost of repairing or replacing assets damaged through malicious action.

2.8 Asset Modifications

- (a) Where the Service Provider believes modifications are required to reduce Maintenance costs, or improve the operational efficiency or effectiveness of Department Assets provided by the Department at the Christmas Island Sites, the Service Provider must provide a business case to the Department that quantifies the cost and benefits of the proposed modifications to the Department and People in Detention.

2.9 Maintenance and Replacement of Loose Assets

- (a) The Service Provider must:
 - (i) maintain the Loose Assets at the Christmas Island Sites to ensure they remain functional and fit for purpose at all times;

- (ii) ensure the level of service and amenity provided by the Loose Assets meets the ongoing needs of the population of People in Detention at Northwest Point; and
- (iii) ensure it obtains the Department's approval before replacing or modifying any of the Loose Assets at the Christmas Island Sites.

2.10 Security Systems

- (a) The Service Provider must, in accordance with the Maintenance Management Plan, maintain and test security systems at Northwest Point to ensure the security systems remain functional at all times to achieve the security outcomes specified in this Contract.

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2.11 Emergency Systems

- (a) The Service Provider must, in accordance with the Maintenance Management Plan, maintain and test emergency systems at Northwest Point in accordance with applicable Law, emergency services recommended procedures and manufacturer's instructions.
- (b) For the purposes of this **Section 2.2.2A** (Christmas Island Facilities Management and Support Services) emergency systems include:
 - (i) fire fighting systems;
 - (ii) alarm systems;
 - (iii) safety and emergency signage;
 - (iv) systems for managing power outages, in particular standby diesel generators and uninterrupted power supplies; and

- (v) first aid equipment.

2.12 Grounds and Infrastructure Maintenance

- (a) The Service Provider must manage and maintain all grounds including landscaping, planting and horticultural services and built infrastructure (such as roads stormwater drains and fences) to ensure the amenity of Northwest Point is maintained in accordance with local community standards and sound environmental management practices.

2.13 Work Practices

- (a) The Service Provider must:
 - (i) ensure all maintenance work practices are compatible with the Immigration Detention environment; and
 - (ii) where Maintenance or modifications are conducted at Northwest Point:
 - (A) maintain safety and security in Northwest Point;
 - (B) as far as is reasonably practicable, organise for maintenance or modifications to be done during Business Hours (this requirement does not apply to repairs to critical systems);
 - (C) ensure tools are controlled at all times and remain inaccessible to People in Detention; and
 - (D) ensure all Service Provider Personnel abide by Conditions of Entry to the Northwest Point.
- (b) The Service Provider must provide interested People in Detention with the ability to participate in maintenance of grounds activities, including gardening, and where this occurs the Service Provider must:
 - (i) ensure that all maintenance tools are controlled by Service Provider Personnel in accordance with a documented Control of Tools procedure;
 - (ii) closely supervise People in Detention during any maintenance of grounds activities;
 - (iii) develop and implement specific induction procedures to be delivered to People in Detention participating in the maintenance activities; and
 - (iv) satisfy any specific Department requirements regarding the use of tools.

2.14 Communication about Maintenance and Modifications

- (a) The Service Provider must:
 - (i) ensure all people affected by any Maintenance work or modifications being undertaken at Northwest Point are aware of the nature and extent of the activity; and
 - (ii) communicate details of actions required to maintain safety and security such as:
 - (A) prevention of unauthorised access to areas under Maintenance, repair or modification;
 - (B) erecting barriers and signage in accordance with the requirements of all relevant Occupational Health and Safety Law and Australian Standards; and
 - (C) notifying People in Detention and other people affected of any alternative arrangements and the duration that they may be in place.

3. CATERING

3.1 General

- (a) The Service Provider must provide catering services at the Christmas Island Sites.
- (b) For the purposes of this **Section 2.2.2A** (Christmas Island Facilities Management and Support Services), catering services include:
 - (i) menu development;
 - (ii) purchase of food supplies and other Consumables required for the catering services;
 - (iii) supply and storage of produce;
 - (iv) meal preparation;
 - (v) meal service;
 - (vi) cleaning of catering areas and equipment; and
 - (vii) management of kitchen waste.
- (c) The Service Provider must:
 - (i) provide all People in Detention under its care at the Christmas Island Sites with the following, on a daily basis:
 - (A) breakfast;

- (B) lunch; and
- (C) dinner;
- (ii) in the delivery of catering services, ensure the health of People in Detention is maintained;
- (iii) in the delivery of catering services, be responsive to the cultural needs of People in Detention; and
- (iv) provide all equipment necessary to deliver catering services (including all crockery and cutlery) other than that listed in the Department Asset Register for the Christmas Island Sites.

3.2 **Legislation, the Food Safety Standards and the Hazard and Critical Control Point**

- (a) The Service Provider must:
 - (i) obtain, store, prepare and serve food and beverages in accordance with all applicable Law, and in accordance with Food Safety Standards Australia and New Zealand (Chapter 3) and International Organisation for Standardisation 22000 Food Safety Management Systems;
 - (ii) dispose of food, beverages and waste in accordance with all applicable Law, and in accordance with Food Safety Standards Australia and New Zealand (Chapter 3);
 - (iii) gain and maintain certification for a Hazard and Critical Control Point based food safety system under International Organisation for Standardisation 22000 at each Christmas Island Site; and
 - (iv) comply with all applicable Law for Occupational Health and Safety.

3.3 **Catering Managers**

- (a) The Service Provider must designate a Service Provider Personnel member on Christmas Island who will be primarily responsible for:
 - (i) monitoring and controlling the quality and quantity of food and beverages provided to People in Detention;
 - (ii) rostering and supervising catering Service Provider Personnel;
 - (iii) assessing the current skills of catering Service Provider Personnel and identifying the training requirement for each individual, to be delivered via an individualised training plan;
 - (iv) ensuring that Service Provider Personnel hired as chefs have the requisite specialist training in culturally specific cuisine, or are provided with such specialist training within one month of employment;

- (v) ensuring only Service Provider Personnel deliver the Services;
 - (vi) attending all Food Consultative Committee meetings;
 - (vii) liaising with the Department Regional Management and the Health Services Manager; and
 - (viii) managing environmental issues associated with provision of catering services including the management of kitchen waste.
- (b) The Catering Manager on Christmas Island:
- (i) must be responsible for all the Christmas Island Sites; and
 - (ii) may be based at any of the Christmas Island Sites as determined by the Service Provider.

3.4 **Dietician**

- (a) The Service Provider must engage the services of a dietician to:
- (i) assist in the development of Recipe Cards and Menu Plans;
 - (ii) liaise with the Health Services Manager to ensure that any specific dietary needs are catered for;
 - (iii) advise on nutritional and dietary requirements that accommodate the cultural and religious needs of People in Detention; and
 - (iv) attend at least two Consultative Committee meetings, where food issues are considered, at each Christmas Island Site each year.

3.5 **Recipe Cards**

- (a) The Service Provider must, before they develop Menu Plans, develop Recipe Cards that detail the ingredients and method of cooking of meals that the Service Provider must provide to People in Detention for lunch and dinner.
- (b) Recipe Cards developed by the Service Provider must incorporate:
- (i) input from the dietician;
 - (ii) feedback from the Consultative Committee and complaints made by People in Detention; and
 - (iii) requests by People in Detention that have been approved by the Department.

3.6 Variety and Menu Plans

- (a) The Service Provider must:
 - (i) develop for each Operational Christmas Island Site a rolling Menu Plan of at least 21 days duration;
 - (ii) submit the Menu Plan at least two weeks prior to the expiry of the preceding Menu Plan to the Department Regional Management for approval;
 - (iii) ensure that the Menu Plan:
 - (A) has been developed by the dietician;
 - (B) is based on Recipe Cards;
 - (C) provides for a range of meals that are nutritious and appealing;
 - (D) specifies the use of fresh ingredients in preference to frozen or preserved ingredients where this is reasonably practicable;
 - (E) includes a choice of at least two meat-based dishes, one vegetarian dish and a salad bar for lunch and dinner;
 - (F) includes at least one dessert and fruit at lunch and dinner;
 - (G) does not repeat more than 20% of the meals during the period of the Menu Plan;
 - (H) reflects the cultural and religious preferences of People in Detention at the Operational Christmas Island Sites; and
 - (I) incorporates feedback from the Food Consultative Committee.
 - (iv) implement a "Comments Book" at each Christmas Island Site, by which formal feedback must be sought from both People in Detention and Service Provider Personnel, with comments being discussed and acted on during:
 - (A) the Service Provider's internal catering section weekly process meetings; and
 - (B) meetings of the Consultative Committee.

3.7 Quantity of Food and Beverages

- (a) The Service Provider must provide food and beverages in quantities that are at least 10% more at lunch times and 50% more at dinner times than the quantities identified in the Dietary Guidelines for Australian Adults published by the National Health and Medical Research Council.

3.8 Specific Health Needs of People in Detention

- (a) The Service Provider must provide, in consultation with the Health Services Manager, meals tailored to meet the specific medical and dietary needs of a Person in Detention if such a need is advised by the Department Regional Management.
- (b) The Service Provider must interview each Person in Detention to ascertain their dietary requirements/preferences.
- (c) Where the Service Provider is advised by a medical practitioner of a special dietary requirement, the Service Provider must liaise with the Health Services Manager in the development of an alternative menu with details entered onto the alternative meals register.

3.9 Halal Arrangements

- (a) The Service Provider must ensure that food prepared for People in Detention of Islamic faith is Halal, including:
 - (i) sourcing produce certified as Halal by a recognised Halal food certification organisation; and
 - (ii) preventing any cross-contamination between Halal food and preparation areas and any other food and preparation areas.

3.10 Provision of Meals

- (a) The Service Provider must:
 - (i) prepare meals in accordance with Recipe Cards;
 - (ii) provide meals in accordance with the current approved Menu Plan;
 - (iii) respect the cultural preferences of all People in Detention when preparing the Menu Plan; and
 - (iv) display the Menu Plan in the dining area in languages understood by People in Detention.

3.11 Dining Room

- (a) The Service Provider must:
 - (i) provide lunch and dinner in a designated dining room (where a dining room exists);
 - (ii) provide breakfast, morning and afternoon tea, supper and barbecues in designated self-catering areas or in another designated common area; and
 - (iii) except where agreed with the Department Regional Management, open the dining area for:

- (A) lunch – between 1230 and 1400;
- (B) dinner – between 1830 and 2000; and
- (C) serving meals to People in Detention of the Islamic faith before dawn and after sunset during Ramadan.

3.12 Late Arrivals

- (a) The Service Provider must provide a meal within one hour to People in Detention who arrive at a Christmas Island Site between 1830 and 0700.

3.13 Breakfast

- (a) The Service Provider must provide self-service breakfast that is available to People in Detention at all times in a designated self-catering area that includes:
 - (i) drinking water;
 - (ii) tea and coffee;
 - (iii) fresh milk (including soy milk);
 - (iv) a variety of breads;
 - (v) a variety of jams and spreads;
 - (vi) fresh fruit;
 - (vii) sugar (and artificial sweeteners);
 - (viii) cereal;
 - (ix) rice;
 - (x) noodles; and
 - (xi) where possible, self-catered items provided in individually sealed serves.

3.14 Self-Catering

- (a) The Service Provider must manage designated self-catering areas, including ensuring:
 - (i) self-catering areas and equipment are clean and hygienic at all times;
 - (ii) equipment in self-catering areas is safe and fit-for-use; and
 - (iii) all food and beverages are stored correctly for safe consumption.

3.15 Barbecues

- (a) The Service Provider must manage all barbecue equipment and areas, which are specialised self catering areas, including:
 - (i) preparing food for People in Detention to cook on barbecues;
 - (ii) ensuring that barbecues have fuel and are clean and functional;
 - (iii) cleaning barbecue equipment and areas after they have been used by a Person in Detention; and
 - (iv) maintaining one or more Halal barbecue plates and ensuring that they are not used for cooking non-Halal food.

3.16 Transport of Food and Beverages

- (a) The Service Provider must:
 - (i) comply with all applicable Law and the Food Safety Standards Australia and New Zealand applying to the transport of food and beverages at all times; and
 - (ii) clean and maintain any hot boxes and eskies used to transport food and beverages.
- (b) The requirements in **clause 3.16(a)** apply to all transport of food and beverages, including any movement of food and beverages between different areas within a Christmas Island Site.

3.17 Cleaning of Food Preparation and Service Areas

- (a) The Service Provider must keep all food transportation, storage, preparation, service, dining and waste storage areas (including designated self-catering and barbeque areas) and equipment clean and hygienic in accordance with:
 - (i) Food Safety Standards Australia and New Zealand (Chapter 3); and
 - (ii) any applicable manufacturer's or supplier's specifications for cleaning and catering equipment.
- (b) At the Christmas Island APODs, the Service Provider is responsible for daily cleaning of catering equipment, but is not responsible for maintenance of catering equipment.
- (c) The Service Provider must ensure that sufficient Service Provider Personnel are employed on each shift to allow for efficient cleaning of all food transportation, storage, preparation, service, dining and waste storage areas (including designated self-catering and barbeque areas) and equipment.

- (d) The Service Provider must organise periodic inspections of all catering facilities to ensure the standards outlined at **clause 3.17(a)** are maintained.

3.18 Display of Signage

- (a) The Services Provider must document and prominently display instructions for the cleaning and maintenance of hygiene and safety in dining, food preparation and designated self-catering areas in accordance with the Health Analysis and Critical Control Points Plan and any Department instructions.

4. CLEANING SERVICES

4.1 General

- (a) The Services Provider is responsible for all routine and non-routine cleaning of Northwest Point to ensure the safety, hygiene and well-being of People in Detention, and all other people at Northwest Point.
- (b) For the purposes of this **Section 2.2.2A** (Christmas Island Facilities Management and Support Services), cleaning includes cleaning of all infrastructure that forms part of Northwest Point, including:
- (i) office spaces for the Department and Service Provider Personnel (including demountable office space);
 - (ii) all functional areas, as well as all indoor recreational and visits areas;
 - (iii) health facilities; and
 - (iv) all common areas, industrial workshops and plant and equipment rooms.
- (c) The Service Provider must conduct all cleaning services in accordance with relevant Occupational Health and Safety Legislation and any applicable cleaning industry standards.
- (d) The Service Provider must undertake routine and non-routine cleaning at each Northwest Point, such cleaning must:
- (i) meet the detailed requirements as agreed with the Department during the Transition In Period and documented in the Cleaning Services Plan;
 - (ii) conform to Australian Safety and Compensation Council: 1005 National Model Regulations for the control of workplace hazardous substances, and
 - (iii) conform to Australian Safety and Compensation Council: 1015 Storage and handling of workplace dangerous goods.
- (e) The Service Provider must maintain a sufficient number of pre-trained relief cleaning Service Provider Personnel to fill short term vacancies which occur, due to sick leave, annual leave or other absences.

- (f) The Service Provider must implement cleaning comments books in appropriate locations throughout Northwest Point, which includes:
 - (i) the cleaning schedule for each building;
 - (ii) a section for 'last cleaned' entry by cleaning Service Provider Personnel; and
 - (iii) details to allow for a quick assessment of cleaning effectiveness and conformance to the cleaning schedule.

4.2 **Cleaning Services Plan**

- (a) The Service Provider must during the Transition In Period (for approval by the Department in accordance with **Schedule 15** (Document Approval Schedule), develop and implement a Cleaning Services Plan for Northwest Point.
- (b) The Cleaning Services Plan must include:
 - (i) details of routine cleaning tasks and schedules, inclusive of office spaces for the Department and Service Provider Personnel, all functional areas, including all indoor recreational and visits areas, all common areas, industrial workshops and plant and equipment rooms;
 - (ii) response times to non-routine requests for cleaning services and planned methods and resources required to meet these times;
 - (iii) how cleaning equipment and chemicals will be securely stored and managed;
 - (iv) measures to be implemented to minimise disturbance to People in Detention during cleaning;
 - (v) competencies for Service Provider Personnel responsible for cleaning; and
 - (vi) a training program for unskilled Service Provider Personnel to attain cleaning competencies.
- (c) The Service Provider must develop and submit by the annual anniversary of the Handover Date at Northwest Point, an updated Cleaning Services Plan at Northwest Point for Department approval.

4.3 **Non-routine Cleaning**

- (a) The Service Provider must ensure there are Service Provider Personnel available at all times to respond to non-routine cleaning requirements, which may be required after:
 - (i) accidents;
 - (ii) equipment malfunction; and
 - (iii) Incidents.

- (b) The Service Provider must ensure that cleaning Service Provider Personnel are available between the hours of 0700 and 2100 hours to ensure a ready response to non-routine requests.
- (c) The Service Provider must ensure that training is provided to Operational Service Provider Personnel to ensure that where an emergency cleaning requirement cannot be met by the available cleaning Personnel, contingency plans are enacted to reduce the potential impact on People in Detention.

4.4 **Cleaning Accommodation**

- (a) The Service Provider must clean Accommodation at Northwest Point in the following circumstances:
 - (i) before a Person in Detention occupies the room;
 - (ii) after a Person in Detention vacates the room; and
 - (iii) when it is necessary, especially for People in Detention who may not be able to clean their room themselves.
- (b) Where non-routine cleaning of occupied Accommodation is required, the Service Provider must gain the consent of the Person in Detention prior to conducting the cleaning.

4.5 **Provision of Cleaning Equipment and Chemicals to People in Detention**

- (a) The Service Provider must:
 - (i) provide People in Detention at Northwest Point with controlled access to cleaning equipment and ready for use cleaning chemicals to allow People in Detention to clean their own Accommodation; and
 - (ii) ensure that People in Detention do not retain any cleaning equipment and cleaning chemicals after use.

4.6 **Minimise Disturbance to People in Detention and Exposure to Hazards**

- (a) The Service Provider must minimise disturbance to People in Detention, and must not expose People in Detention or any other person to hazards caused by cleaning activities, including:
 - (i) coordinating cleaning schedules with the daily routine of People in Detention;
 - (ii) placing warning signs where cleaning operations may create a hazard; and
 - (iii) preventing People in Detention from accessing areas that are being cleaned or treated.

4.7 **Cleaning Equipment and Chemicals**

- (a) The Service Provider must ensure all equipment and chemicals used for cleaning are safe, suitable for purpose and stored securely when not in use.

5. **ENVIRONMENTAL MANAGEMENT**

5.1 **Environmental Management System**

- (a) The Service Provider must develop and implement an Environmental Management System for Northwest Point:
- (i) to manage energy consumption, the use of natural resources, waste disposal, and vermin and pest control;
 - (ii) that is certified under the International Organisation for Standardisation 14001 Standard; and
 - (iii) that includes:
 - (A) objectives for environmental management;
 - (B) a risk assessment of the environmental impacts of the operations of each Christmas Island Site;
 - (C) measures to manage energy consumption, the use of natural resources, waste disposal and pest control;
 - (D) procedures and documentation for the implementation, development, review and continuous improvement of the Environmental Management System;
 - (E) a self assessment program; and
 - (F) a process for independent annual auditing of the Environmental Management System.
- (b) The Environmental Management System for Northwest Point must:
- (i) be developed by the Service Provider during the Transition In Period and will be approved by the Department in accordance with **Schedule 15** (Document Approval Schedule); and
 - (ii) take into account the location of Northwest Point in a national park and detail use of cleaning chemicals that are appropriate for use in a national park status.

5.2 **Energy and Water Use**

- (a) The Service Provider must implement any reasonable and cost-effective measures to minimise energy and water use at Northwest Point, including:

- (i) identifying and correcting any wasteful operation or practices;
- (ii) conducting routine maintenance of systems to achieve peak operational efficiency;
- (iii) promoting the responsible use of energy, natural resources and water to People in Detention and Service Provider Personnel;
- (iv) complying with water restrictions or other water saving measures at Northwest Point as notified by the Department (in accordance with all applicable Law);
- (v) advising the Department on energy and water consumption, and activities implemented to reduce the consumption of energy and water; and
- (vi) supplying data to assist the Department to report on energy use as part of the whole of government reporting and Commonwealth requirements on environmental data gathering and reporting.

5.3 Waste Management

- (a) The Service Provider must:
 - (i) implement reasonable and cost effective measures to manage, in accordance with all applicable Law, disposal of:
 - (A) general liquid and solid waste;
 - (B) non-serviceable or unused fixtures, fittings and equipment (such as white goods, mattresses, and fluorescent light tubes);
 - (C) hazardous materials and hazardous waste;
 - (D) kitchen waste; and
 - (E) garden waste; and
 - (ii) when undertaking disposals, seek to maximise recycling and, where applicable, composting of waste.

5.4 Vermin and Pest Control

- (a) The Service Provider must develop and implement a Vermin and Pest Control Plan for Northwest Point, during the Transition In Period (for approval by the Department in accordance with **Schedule 15** (Document Approval Schedule)), that:
 - (i) is based on Australian Pest Controllers Association best practice;
 - (ii) is compliant with all applicable Law; and
 - (iii) includes measures that must be taken to prevent or eradicate vermin or pest infestations, such as:

- (A) environmental and habitat measures to disrupt breeding and life-cycles;
 - (B) low level chemical measures such as localized dusting and misting; and
 - (C) the scope of the measures to be implemented and the frequency.
- (b) The Service Provider must develop and submit by the annual anniversary of the Handover Date at Northwest Point, an updated Vermin and Pest Control Plan at Northwest Point for Department approval.

5.5 **Disruption and Health Implications of Vermin or Pest Control Activities**

- (a) The Service Provider must avoid exposing any person to hazards caused by vermin and pest control activities and must minimise disturbance to People in Detention caused by vermin and pest control activities by implementing measures including:
- (i) coordinating vermin and pest control activities with the daily routine of People in Detention;
 - (ii) placing warning signs where vermin and pest control activities may create a hazard;
 - (iii) preventing People in Detention from accessing areas that are being treated with hazardous chemicals; and
 - (iv) consulting with the Department before commencing any pest or vermin control activities that will significantly disrupt daily activities in at Northwest Point.

6. **OCCUPATIONAL HEALTH AND SAFETY**

6.1 **General**

- (a) The Service Provider must:
- (i) develop and implement an Occupational Health and Safety Plan based on AS4801:2001 principles for each Christmas Island Site, during the Transition In Period (for approval by the Department in accordance with **Schedule 15** (Document Approval Schedule));
 - (ii) develop and submit by the annual anniversary of the Handover Date at each Christmas Island Site, an updated Occupational Health and Safety Plan at each Christmas Island Site for Department approval after seeking independent certification of the Occupational Health and Safety Plan and management system; and
 - (iii) implement systems at each Christmas Island Site to ensure the health and safety for all People in Detention, Visitors, Service Provider Personnel and Department Personnel.

6.2 Compliance with all Applicable Law for Occupational Health and Safety

- (a) The Service Provider must comply with all applicable Laws for Occupational Health and Safety.

6.3 Occupational Health and Safety Committee

- (a) The Service Provider must:
 - (i) establish an Occupational Health and Safety Committee at each Christmas Island Site to oversee compliance with all applicable Occupational Health and Safety requirements;
 - (ii) ensure the Occupational Health and Safety Committee meets at least quarterly and as required to address any Occupational Health and Safety issues; and
 - (iii) ensure that:
 - (A) People in Detention are represented on the Occupational Health and Safety Committee; and
 - (B) the Department Regional Management is invited to all meetings of the Occupational Health and Safety Committee.

6.4 Safety Precautions in Performing the Services

- (a) The Service Provider must ensure all people within Northwest Point observe all the Occupational Health and Safety rules for Northwest Point, including rules applicable to:
 - (i) the storage, transport, and use of materials; and
 - (ii) safe work processes and the incorporation of any safety precautions.

6.5 Use of Hazardous Substances and Chemicals

- (a) The Service Provider must ensure that:
 - (i) People in Detention, Visitors, Service Provider Personnel, Subcontractors and Department staff are not exposed to hazardous substances; and
 - (ii) the Material Safety Data Sheets of all chemicals used in the delivery of Services (including chemicals used by Subcontractors) are readily available in case of emergency.
- (b) For the purposes of this **Section 2.2.2A** (Christmas Island Facilities Management and Support Services), hazardous substances are as defined in the Australian Safety and Compensation Council Guidance Note for Determining and Classifying a Hazardous Substance [:30011].

7. MANAGEMENT OF EMERGENCIES

7.1 General

- (a) The Service Provider must:
 - (i) ensure each Christmas Island Site is a safe and secure environment for people to live and work in; and
 - (ii) comply with all applicable Law and Australian Standards for the control and management of emergencies.
- (b) The Service Provider must develop and implement an Emergency Plan (that include the Service Provider's procedures for managing and responding to all emergencies) for each Christmas Island Site, during the Transition In Period (for approval by the Department in accordance with **Schedule 15** (Document Approval Schedule), to ensure the safety and security at of all People in Detention, visitors, Service Provider Personnel and Department Personnel.
- (c) The Service Provider must develop and submit by the annual anniversary of the Handover Date at each Christmas Island Site, an updated Emergency Plan for Department approval.

7.2 Compliance with Australian Standards

- (a) The Service Provider must comply with all applicable Australian Standards including Australian Standard 3745.

7.3 Emergency Control Organisation

- (a) The Service Provider must, in conjunction with the Department Regional Management and other service providers, establish an Emergency Control Organisation at each Christmas Island Site which will be responsible for:
 - (i) implementing emergency procedures as prescribed in the Emergency Plan and procedures;
 - (ii) ensuring that all Service Provider Personnel within their area of responsibility are trained for their role in an emergency;
 - (iii) reporting any matters likely to affect the viability of the Emergency Plan and procedures;
 - (iv) checking on the effectiveness of emergency systems and equipment; and
 - (v) controlling emergency situations until the appropriate emergency service arrives to take control, at which time, the Emergency Control Organisation will work in conjunction with that service.
- (b) The Emergency Control Organisation must meet quarterly and after any emergency.

7.4 **Emergency Exercises**

- (a) The Service Provider must:
 - (i) conduct all emergency exercises required by Law and as directed by the Department Regional Management for each Christmas Island Site; and
 - (ii) maintain records of all emergency exercises conducted.



Australian Government

Department of Immigration and Citizenship

**Detention Services Contract
Immigration Detention Centres**

**SCHEDULE 2
STATEMENT OF WORK**

**SECTION 2.2.3
Business Services and Continuous Improvement**

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PHILOSOPHY

The Service Provider will provide Business Services that are documented, professional and follow nationally consistent administration processes and procedures that underpin the effective delivery of the other Services required under the Contract.

The day to day administration of business processes will be managed at the Facility level, where a direct reporting relationship will exist between the Department Regional Management and senior on-site Service Provider Personnel. In addition, the Department and the Service Provider will provide a national governance structure for all business processes established under the Contract. The Service Provider will work cooperatively with the Department, other service providers and Stakeholders to proactively manage all Contract and service delivery issues.

The Service Provider will provide routine and non-routine reports to the Department Regional Management and the Department to ensure that the Department remains informed about all issues that could affect the delivery of Services, the safety and security of People in Detention and the condition of Facilities. The Service Provider will behave in a professional, transparent and accountable manner that ensures People in Detention are treated with dignity and respect and in a manner suitable to their individual needs.

Business processes will be regularly reviewed and continually improved at both the National and Facility level. Business records will be accurate, controlled and regularly audited by the Service Provider and, where necessary, by the Department and other Australian Government Agencies.

Business Services will be delivered in a manner consistent with the Immigration Detention Values to provide People in Detention with quality amenities, a healthy environment, a supportive culture and recognition of the Department's and the Service Provider's duty of care to all People in Detention.

The Service Provider will, in delivering Business Services, act in a way that engages the local community, particularly in remote areas such as Christmas Island.

1. BUSINESS SERVICES PLAN

1.1 Initial Business Services Plan

- (a) The Service Provider must, during the Transition In Period, prepare a Business Services Plan for approval by the Department in accordance with **Schedule 15** (Document Approval Schedule).
- (b) The Business Services Plan is intended to underpin the effective delivery of Business Services at each Facility in accordance with the Immigration Detention Values.
- (c) The Service Provider must use the approved Business Services Plan to deliver Business Services in a consistent manner across all Facilities.
- (d) The Business Services Plan must:
 - (i) include details as to how the Service Provider will provide Business Services, including how it will ensure consistency across all Facilities;
 - (ii) set out the Service Provider's corporate and business objectives for the delivery of detention services;
 - (iii) set out strategic corporate themes that are synonymous with the Department's strategic detention themes and that will underpin the delivery of detention services;
 - (iv) identify initiatives to address innovation in the delivery of Services set out in the Contract;
 - (v) identify any areas of service improvement that have been linked to fault analysis and service failure identified as part of continuous improvement;
 - (vi) identify strategies to improve the workforce quality of Service Provider Personnel;
 - (vii) detail quality assurance mechanisms for the coming year; and
 - (viii) identify areas where the Service Provider must deliver services to a standard or scope that exceeds the standards and scope set out in the Contract.
- (e) The Service Provider must provide the Department with a copy of the then current Business Services Plan, in the form requested by the Department, within 10 Business Days of any Department request.

1.2 Annual Review and Update

- (a) The Service Provider must:
 - (i) annually review and update the Business Services Plan; and

- (ii) provide the updated Business Services Plan to the Department, for the Department's approval, 20 Business Days before the anniversary of the expiry date of the Base Period.

2. POLICY AND PROCEDURES MANUAL

2.1 Development of Manual

- (a) The Service Provider must, during the Transition In Period, prepare a Policy and Procedures Manual that:
 - (i) describes in detail the range of operational policies, procedures and processes necessary and appropriate for the day to day delivery of Services to People in Detention in accordance with the Contract, including all policies and procedures expressly required under this Statement of Work; and
 - (ii) is consistent (and supports compliance) with Departmental policy and instructions.
- (b) The Department reserves the right to review any procedures set out in the Policy and Procedures Manual.
- (c) The Service Provider must incorporate any Departmentally requested changes to procedures within 10 working days of receipt from the Department.
- (d) The Policy and Procedures Manual development by the Service Provider must comply with any relevant business process maps maintained by the Department and as notified by the Department to the Service Provider.

2.2 Compliance with Manual

- (a) The Service Provider must comply with, and ensure all Service Provider Personnel comply with, the Policy and Procedures Manual on and from Handover Date for each Facility.

2.3 Annual review and update

- (a) The Service Provider must:
 - (i) annually review and update the Policy and Procedures Manual; and
 - (ii) provide the updated Policy and Procedures Manual to the Department 20 Business Days before the anniversary of the expiry date of the Base Period.
- (b) The Service Provider must provide the Department with a copy of the then current Policy and Procedures Manual, in the form requested by the Department, within ten Business Days of any Department request.

3. HUMAN RESOURCE MANAGEMENT

3.1 General

- (a) The Service Provider must recruit, train, roster and support Service Provider Personnel to ensure qualified, skilled and experienced people conduct all activities at each Facility.
- (b) The Service Provider must provide sufficiently qualified, skilled and experienced Service Provider Personnel at each Facility to deliver the Services.
- (c) The Service Provider must ensure that it has access to all resources necessary to respond to fluctuations in the population of People in Detention, including the activating or reactivating and deactivating of Facilities.

3.2 Service Provider Personnel

- (a) To enhance the well-being of the Service Provider Personnel, the Service Provider must:
 - (i) ensure that employment conditions and tenure are clearly communicated to Service Provider Personnel, rosters are fair and equitable, and counselling support for Service Provider Personnel is available;
 - (ii) develop and implement a personal performance assessment system for all Service Provider Personnel that contains core Personnel competencies and behaviours measured regularly against values expressed in the Immigration Detention Values;
 - (iii) ensure that Service Provider Personnel are skilled, qualified and experienced for their roles and responsibilities;
 - (iv) clearly define roles, responsibilities and duties for each Service Provider Personnel;
 - (v) ensure that there are a sufficient number and mix, including gender, of Service Provider Personnel available at all times to manage each Facility; and
 - (vi) ensure that all Service Provider Personnel are aware of the scope of their duty of care while a Person in Detention is in their care or immediate custody.
- (b) The Service Provider must provide the Department with rostering arrangements for Service Provider Personnel at the commencement of each alternate business week for the coming fortnight.
- (c) The Service Provider's rostering arrangements must meet the following minimum requirements:

- (i) a senior manager from the Service Provider's national office must be rostered on 24 hours a day, seven days a week;
- (ii) all Facilities must have a Religion Liaison Officer;
- (iii) all Facilities must have sufficient welfare officers appropriate to the number of People in Detention at that Facility;
- (iv) all Facilities must have designated compliance and audit managers;
- (v) all Facilities must have designated activity coordinators; and
- (vi) an operations manager (being a member of the Service Provider's senior management team at each Facility) must be on-site:
 - (A) 24 hours a day, seven days a week at Villawood Immigration Detention Centre;
 - (B) 24 hours a day, seven days a week at Northern Immigration Detention Centre;
 - (C) 24 hours a day, seven days a week at Northwest Point when the population numbers of People in Detention exceeds 10% of capacity; and
 - (D) from 0800 to 1800 hours at all other Facilities.

3.3 Indonesian Language Requirements at Northern Immigration Detention Centre

- (a) The Service Provider must:
 - (i) use best endeavours to provide at least one Service Provider Personnel at Northern Immigration Detention Centre that holds Indonesian language qualifications at least to the levels described in **Annexure A** to this **Section 2.2.3** (Business Services and Continuous Improvement);
 - (ii) provide ongoing refresher training for Service Provider Personnel that speak Indonesian to maintain or advance competency; and
 - (iii) ensure that the Indonesian language speaking Service Provider Personnel:
 - (A) are used for day to day communication with People in Detention; and
 - (B) do not provide formal interpreting services or translate legal or medical documents, consultations, interviews or proceedings.
- (b) Where formal interpreting services are required for a Person in Detention, the Service Provider must comply with **clause 1.2.8** of **Schedule 2.2.1** (People in Detention Services).

3.4 Appointment as Officers

- (a) The Service Provider must ensure all Service Provider Personnel are trained and instructed with regard to the tasks that the person is required to perform, including by ensuring that:
 - (i) all Service Provider Personnel performing a duty or exercising a power under the Migration Act as "Officers", meet the character and training requirements for Officers as set out in this Contract;
 - (ii) all Service Provider Personnel performing a duty or exercising a power under a written Authorisation as an "Authorised Officer" meet the character and training requirements for Authorised Officers as set out in this Contract; and
 - (iii) all Service Provider Personnel at Northern Immigration Detention Centre requiring appointment as "Officers" also meet the character and training requirements for Authorisation as Officers under the Fisheries Management Act.

3.5 Clearances - General

- (a) The Service Provider must ensure that all Service Provider Personnel who work at a Facility undergo an Australian Federal Police background check before they commence duties at a Facility and undergo additional checks every year thereafter.
- (b) Where an Australian Federal Police Background Check has not been received before a Service Provider Personnel is ready to commence duty, the Department may approve access to the Facility on a case-by-case basis.
- (c) The Department reserves the right to refuse access to any Facility for any Service Provider Personnel who the Department considers to be unsuitable on the basis of the Australian Federal Police Background Check.
- (d) The Service Provider must refer any offences or issues identified in the Australian Federal Police Background Check to the Department Regional Management.
- (e) The Service Provider is responsible for the costs associated with obtaining an Australian Federal Police Background Check.

3.6 Clearances – Working with Minors

- (a) The Service Provider must, during Transition, develop and implement a child protection procedure as part of the Policy and Procedures Manual.
- (b) The Service Provider must ensure:
 - (i) all Service Provider Personnel who will, or may, work with minors in any capacity comply with relevant State child protection Legislation;

- (ii) Service Provider Personnel have obtained all necessary checks in accordance with the relevant State child protection Legislation before commencing any work with minors;
- (iii) Service Provider Personnel are familiar with, and adhere to, the child protection procedure; and
- (iv) that where any Service Provider Personnel has been deemed unsuitable to work with minors as a result of the relevant checks:
 - (A) that person does not work with minors; and
 - (B) the Department Regional Management is notified as soon as possible that the person has been deemed unsuitable.

3.7 Clearances – Security Clearance

- (a) The Service Provider must ensure that the Service Provider Personnel identified during by the Department during the Transition In Period have been provided with Commonwealth security clearances at SECRET level before they commence duty.
- (b) The Service Provider must advise the Department Regional Management of the details of Service Provider Personnel who will fill positions nominated by the Department as requiring Commonwealth security clearances.
- (c) The Department will manage the process of obtaining the required Commonwealth security clearances, the cost of which must be the responsibility of the Service Provider.

3.8 Training and Minimum Qualifications for Service Provider Personnel

- (a) The Service Provider must:
 - (i) ensure all Service Provider Personnel are trained and qualified prior to commencing duties in the Facility, including regular cultural awareness, mental health awareness, human rights and human interaction training to at least the levels described at **Annexure A** to this **Section 2.2.3** (Business Services and Continuous Improvement);
 - (ii) inform the Department Regional Management of all local Service Provider Personnel’s training, accreditation and qualifications; and
 - (iii) engage a level IV accredited trainer to select and coordinate the delivery of training for Service Provider Personnel.

3.9 On-Going Training of Service Provider Personnel

- (a) The Service Provider must:
 - (i) implement an on-going training and development program for all Service Provider Personnel that:

- (A) maintains and develops Personnel skills and is based on the training needs analysis developed during transition for each Facility;
 - (B) provides for Personnel advancement;
 - (C) is relevant to the roles of Service Provider Personnel; and
 - (D) is aligned with the Immigration Detention Values;
- (ii) submit to the Department a program of refresher training to be implemented at least every two years or as required to maintain the qualification, that includes:
- (A) security awareness;
 - (B) first aid;
 - (C) mental health awareness;
 - (D) suicide awareness;
 - (E) use of force; and
 - (F) use of restraints;
- (iii) deliver refresher training on a rolling program that can be incorporated into the duty rosters, allowing Service Provider Personnel regular access to training without removing them from operational duties for extended periods; and
- (iv) regularly review and annually update the training needs analysis for each Facility.

4. ALTERNATIVE DETENTION

4.1 General

- (a) The Service Provider must manage Alternative Detention as an integral part of managing a Facility under the Contract.
- (b) Where directed by the Department, the Service Provider must arrange, manage, coordinate and provide services for People in Detention whose care needs have necessitated their placement in Alternative Detention.
- (c) Where required as part of a transport and Escort task, or otherwise directed by the Department, the Service Provider must arrange for Accommodation in Alternative Detention.
- (d) The Service Provider must ensure the safety, security and well-being of People in Detention held in Alternative Detention.

4.2 Appointment of Places of Alternative Detention

- (a) The Service Provider must:
 - (i) only place People in Detention who have been identified for placement in Alternative Detention in Department approved places of Alternative Detention;
 - (ii) nominate to the Department locations for temporary and standing approval as places of Alternative Detention; and
 - (iii) demonstrate to the Department each location's suitability to accommodate People in Detention in Alternative Detention, including:
 - (A) the availability, applicability and suitability of services available at each location;
 - (B) the owner's agreement to each location being used to accommodate People in Detention; and
 - (C) the ability of each location to accommodate People in Detention of varying profiles and security risk.

4.3 Integrity of Immigration Detention

- (a) The Service Provider must ensure all people placed in Alternative Detention remain in Immigration Detention at all times during that placement, in accordance with relevant provisions of the Migration Act.

4.4 Delivery of Services to People in Detention being held in Alternative Detention

- (a) The Service Provider must:
 - (i) ensure that People in Detention being held in Alternative Detention (other than on Christmas Island) are provided with a range of Services that maintain the well-being of the Person in Detention;
 - (ii) take due regard of the nature and expected duration of Alternative Detention;
 - (iii) only use Service Provider Personnel for Alternative Detention service delivery that have undergone training for the delivery of Services in the public domain;
 - (iv) only use Service Provider Personnel for Alternative Detention service delivery where children are involved that are accredited for the delivery of Services to children; and
 - (v) ensure standards for all Services delivered to People in Detention being held in Alternative Detention (other than on Christmas Island) are comparable with the standards of Services delivered at Centres.

- (b) The Service Provider may be required to demonstrate to the reasonable satisfaction of the Department why some services could not be delivered to People in Detention being held in Alternative Detention (other than on Christmas Island).

4.5 **Delivery of Services to People in Detention being held in Alternative Detention on Christmas Island**

- (a) The Service Provider must ensure that People in Detention being held in Alternative Detention on Christmas Island are provided with Services in accordance with:
- (i) **Section 2.2.1** (People in Detention Services);
 - (ii) **Section 2.2.2A** (Christmas Island Facilities Management and Support Services);
 - (iii) **Section 2.2.3** (Business Services and Continuous Improvement);
 - (iv) **Section 2.2.4A** (Christmas Island Alternative Detention Security Services); and
 - (v) **Section 2.2.5** (Transport and Escort Services).

5. **CONTRACT AND RELATIONSHIP MANAGEMENT**

5.1 **General**

- (a) The Service Provider must:
- (i) implement and manage its internal governance arrangements to foster cooperation and a professional working relationship with the Department, the Department Regional Management, other service providers and other Stakeholders operating in each Facility, including in particular the Health Services Manager; and
 - (ii) develop and implement its own governance arrangements for effective contract and relationship management to ensure service delivery is accountable, consistent across Facilities, and coordinated with the Department and other service providers.

5.2 **Relationship with Other Service Providers**

- (a) The Service Provider must
- (i) coordinate its delivery of Services with other service providers operating in and outside of the Facilities to ensure that the required Services are delivered and decisions are made based on the needs of the Person in Detention; and

- (ii) cooperatively work with all providers servicing the community detention program and any other form of detention services outside a Facility to ensure that:
 - (A) all decisions concerning the required Services to be delivered are made based on the needs of the Person in Detention; and
 - (B) a suitable transition plan is in place addressing all aspects of a Person in Detention's welfare, when a Person in Detention moves from a Facility to accommodation that provides for independent living, including;
 - (I) Immigration Residential Housing;
 - (II) Community Detention; and
 - (III) any other form of detention accommodation with minimal or no daily supervision.

5.3 Memorandums of Understanding

- (a) Where the Department has negotiated an existing Memorandum of Understanding with other authorities or organisations, the Service Provider must, where applicable, deliver the Services using the procedures established in that Memorandum of Understanding.
- (b) The Department may enter into additional Memoranda of Understanding during the Term and the Service Provider must, where applicable, deliver any additional Services established in any new Memorandum of Understanding.

5.4 Cooperation with Inquiries and Investigations

- (a) The Service Provider must:
 - (i) cooperate with and facilitate any inquiries or investigations by the Immigration Detention Advisory Group, the Commonwealth and Immigration Ombudsman, Detention Health Advisory Group, the Australian Human Rights Commission, the Auditor-General, the Privacy Commissioner or any other investigation notified by the Department;
 - (ii) if necessary, provide access to documents, Records and Service Provider Personnel and prepare written submissions to such inquiries; and
 - (iii) notify the Department of any such inquiries and investigations as soon as the Service Provider becomes aware of any inquiries and investigations.

6. RECORDS MANAGEMENT

6.1 Management of Records

- (a) The Service Provider must:
- (i) create, maintain, securely store and transfer Records to the Department in accordance with the responsibilities and procedures of the Archives Act 1983 and AS ISO 15489 – 2002 Australian Standard for Records Management;
 - (ii) produce timely, accurate and comprehensive Records;
 - (iii) develop and implement a Records management procedure that is transparent and approved by the Department;
 - (iv) create, maintain and securely store Records;
 - (v) transfer all Records to the Department in a timely manner following a properly documented request; and
 - (vi) ensure that requests from the Department Regional Management for Records kept on site at a Facility are actioned within one Business Day.

6.2 Management of Records

- (a) The Service Provider must ensure:
- (i) Records are maintained and managed in accordance with Commonwealth Legislation and policies, the Department's recordkeeping policy and protocols, the Privacy Act and the service requirements in this **clause 6 of Section 2.2.3** (Business Services and Continuous Improvement);
 - (ii) Records are safeguarded from unauthorised access or use; and
 - (iii) all electronic Records (excluding People in Detention Records held on the Department's nominated information technology system) are backed up daily.

6.3 Safeguarding Data and Records

- (a) The Service Provider must:
- (i) implement procedures in accordance with the Archives Act 1983 and AS ISO 23081 Information and Documentation-Records Management Processes - Metadata for Records to control the production, and release of Data and Records; and
 - (ii) ensure that no Data, Records or Reports are inappropriately removed, misplaced or lost.

6.4 **Creation and Maintenance of People in Detention Records**

- (a) The Service Provider must:
 - (i) create and maintain an accurate, comprehensive and current People in Detention Record for each Person in Detention;
 - (ii) transfer custody of any hard copy People in Detention Records to the Department within 24 hours after a Person in Detention has been Removed or Released from Immigration Detention; and
 - (iii) ensure any hard copy People in Detention Records accompany the Person in Detention when the Person in Detention is Transferred within the Detention Services Network.

6.5 **People in Detention Identifiers in Correspondence**

- (a) The Service Provider must include in all correspondence regarding a Person in Detention, including correspondence from the Service Provider to the Person in Detention, a Department specified identifier.

6.6 **Financial Management System**

- (a) The Service Provider must provide and use a financial management system to:
 - (i) account for all Zero Mark Up Pass Through Costs for each Facility;
 - (ii) account for all Cost Plus Pass Through Costs for each Facility; and
 - (iii) manage all invoices incurred in the operation and administration of each Facility.

7. **INFORMATION TECHNOLOGY REQUIREMENTS**

7.1 **General**

- (a) The Service Provider must:
 - (i) link into the Department's nominated information technology system at each Facility and the Service Provider's corporate headquarters to support the Department's business requirements for the management of Facilities;
 - (ii) limit access to the Department's nominated information technology system to authorised Service Provider Personnel;
 - (iii) ensure that trained and experienced information services technical Service Provider Personnel are employed at each Facility with responsibility for information service delivery including procurement, deployment, management, maintenance, support and training;

- (iv) have a National IT manager based at Villawood Immigration Detention Centre to co-ordinate the on-site technical Service Provider Personnel in meeting operational, business and Department information technology needs;
 - (v) ensure that any Service Provider Information Technology system containing People in Detention Records or information is rated to the IN CONFIDENCE Security level under the requirements of the Commonwealth Protective Security Manual;
 - (vi) ensure its information technology system adheres to ACSI 33;
 - (vii) ensure that its information systems contain measures to protect People in Detention Information from unauthorised access, including by providing and installing information technology systems and software that are compatible with the Department's nominated information technology system;
 - (viii) ensure that all Service Provider Personnel accessing the Department's nominated information technology system have completed the Department's training for the nominated information technology system;
 - (ix) ensure that only the Department approved Service Provider Personnel can access Service Provider information technology systems containing People in Detention Records or information technology systems used by People in Detention;
 - (x) ensure a core team of training staff is available to train new personnel in the Department's nominated information technology system using 'train the trainer' methodology;
 - (xi) authorise Service Provider Personnel who will access the Department's nominated information technology system or the Service Provider systems;
 - (xii) maintain and control a register of system access privileges; and
 - (xiii) notify the Department whenever Service Provider Personnel with access to the Department nominated information technology system ceases performing duties in relation to the Contract.
- (b) The Department will conduct an initial information technology security risk assessment on the Service Provider's information technology system after the Commencement Date and will review the security risk assessment annually in accordance with ACSI 33.

7.2 The Department's Detention Information Technology System

- (a) The Service Provider must use the Department nominated information technology system to manage People in Detention Records consistent with the Department provided policies and procedures for the People in Detention Records.

7.3 Data Entry into the Department's Information Technology System

- (a) The Service Provider must:
- (i) enter and update Data in the Department's nominated information technology system as and when required, ensuring the system accurately reflects services and actions undertaken in the performance of services set out in **Schedule 2** (Statement of Work); and
 - (ii) as a minimum, ensure that People in Detention arrival and departure times to and from a Facility, and room allocation information is entered into the Department's nominated information technology system within any nominated or required time frames, but no later than one hour from the event of allocation occurring.

7.4 Compatibility with the Department's Information Technology Systems

- (a) Subject to **clause 7.4(b)**, the Service Provider must provide and install information technology systems and software that are technically compatible with the Department's information technology environment for the purpose of access to the Department's nominated information technology system. The Service Provider's systems must:
- (i) be appropriately sized and configured to provide the reasonable response times when using the nominated information technology system;
 - (ii) meet the Department's security requirements for connectivity and data protection;
 - (iii) be housed in appropriate enclosures (e.g. server racks within the Department provided computer room in each Facility);
 - (iv) be suitably licensed at all times;
 - (v) have the capacity to expand as demand requires;
 - (vi) include printers and other hardware;
 - (vii) be available at all times (subject to reasonable planned outages for maintenance and repair);
 - (viii) be properly maintained and supported; and
 - (ix) only be used by Service Provider Personnel who have completed the Department's systems training.
- (b) The Department will provide the connectivity link (internet) for the Christmas Island Sites.

7.5 Capture of Biometric Data

- (a) The Service Provider must:
- (i) capture, using systems provided by the Department, a Person in Detention's biometric data in accordance with the Department's requirements, policy and procedures listed in **Schedule 16** (Legislation and Commonwealth Policies) or as notified by the Department from time to time; and
- (ii) ensure that only trained Service Provider Personnel capture biometric data from a Person in Detention.
- 7.6 Movement of Computers**
- (a) The Service Provider must ensure that any information technology storage media, including hard drives, owned or managed by the Service Provider that has at any time held People in Detention Records, or has been accessed by a Person in Detention, is sanitised in accordance with ACSI 33 prior to leaving a Facility or the Service Provider corporate headquarters.
- 7.7 Service Desk, Support and Maintenance Arrangements**
- (a) The Department will provide service desk, support and maintenance facilities for the Department nominated information technology system.

8. INCIDENT MANAGEMENT

8.1 General

- (a) The objective of Incident management is to protect the well-being, safety and security of all people at a Facility, and if compromised, to restore safety and security in the Facility as soon as possible. The Incident category definitions are set out in Annexure B to this **Section 2.2.3** (Business Services and Continuous Improvement).
- (b) The Service Provider must manage all Incidents unless the Department Regional Management exercises an Executive Direction under the Contract, in which case the Service Provider must act as directed by the Department Regional Management and provide all necessary resources to carry out those directions.
- (c) For the purposes of **clause 8.1(b)** of this **Section 2.2.3** (Business Services and Continuous Improvement), all necessary resources means all Service Provider Personnel on duty, or scheduled to be on duty at the time of the Incident.
- (d) Where for the purposes of **clause 8.1(b)** of this **Section 2.2.3** (Business Services and Continuous Improvement) the Department requires resources over and above all Service Provider Personnel on duty, or scheduled to be on duty at the time of the Incident, the Service Provider is entitled to charge the Department for these resources in accordance with the Additional Services pricing requirements set out in **Schedule 5** (Detention Services Fee).

- (e) The Service Provider must inform the Department Regional Management of Incidents in accordance with Incident Management reporting requirements set out in **clause 8.7**.
- (f) The Service Provider must immediately inform the Department Regional Management of any Incidents it believes may have a significant adverse impact on the well-being of any person, or the security and safety of the Facility.
- (g) The Service Provider must ensure that duty managers have passed a recognised course in "Command of Serious Incidents" at or within six months of commencement of their employment.

8.2 Incident Management Protocol

- (a) During the Transition In Period, the Service Provider and the Department will develop an Incident Management Protocol for each Facility that will detail the Department's expectations in relation to managing Incidents and the Service Provider's approach and actions to appropriately manage Incidents at the Facilities, inclusive of roles and responsibilities, issues escalation, coordination of operations and deployment of resources.

8.3 Capability

- (a) The Service Provider must:
 - (i) implement internal procedures for managing Incidents at each Facility that are in accordance with the Immigration Detention Values;
 - (ii) have the capability to respond to Incidents at each Facility in a manner that minimises any adverse consequences on service delivery or the well-being of People in Detention, Visitors and other people on site;
 - (iii) develop, in conjunction with the Department Regional Management, contingency plans where intelligence indicates that there is a risk of an Incident occurring; and
 - (iv) for each Facility, host an annual multi-agency, full day, contingency planning exercise, involving local emergency services, local authority emergency planning teams and the Department, where the contingency plans for potential serious Incidents will be tested.

8.4 Response to Incidents

- (a) The Service Provider must respond to all Incidents immediately and in accordance with the Incident Management Protocol.
- (b) Where an Incident involves a Person in Detention, the Service Provider must ensure that person is informed of the outcome within three Business Days of Incident resolution.

8.5 Command and Control

- (a) The Service Provider must designate a space within each Facility which has reliable internal and external communications and is reasonably secure, to use for command and control of Incidents.
- (b) The command and control space does not need to be a dedicated area at all times and may need to be moved offsite during some Incidents.

8.6 Incident Management Log

- (a) The Service Provider must:
 - (i) maintain an Incident Management Log in the command and control area for all Incidents where the command and control area has been activated; and
 - (ii) ensure the Incident Management Log is an accurate and comprehensive record of the date, time and location for all Incidents, the name(s) of people involved and any witnesses, the actions taken and instructions given.

8.7 Reporting of Incidents

- (a) The Service Provider must:
 - (i) immediately (no later than 30 minutes) verbally inform the Department Regional Management of all Critical Incidents;
 - (ii) immediately (no later than 60 minutes) verbally inform the Department Regional Management of all Major Incidents;
 - (iii) internally audit Incidents, to continuously improve the Service Provider's response to Incidents, at the following frequencies:
 - (A) 100% of all Critical Incidents to be audited;
 - (B) 100% of all Major Incidents to be audited; and
 - (C) 10% of all Minor Incidents per month to be audited;
 - (iv) provide the Department with written Incident Reports in accordance with the following:
 - (A) Critical Incident – within four hours and updated regularly until the Incident has been closed;
 - (B) Major Incident – within six hours or before the end of the shift and updated regularly until the Incident has been closed; and
 - (C) Minor Incident – within 24 hours and updated regularly until the Incident has been closed;

- (v) have in place data integrity and quality procedures and a reporting quality assurance framework to ensure the timely and accurate reporting of Incidents;
- (vi) ensure Incident Reports accurately describe:
 - (A) the Incident;
 - (B) the background of, and sequence of events leading to the Incident;
 - (C) participants in, and witnesses to, the Incident;
 - (D) the resolution of the Incident; and
 - (E) any follow up action that has been undertaken following the Incident;
- (vii) submit Incident Reports electronically using the Department's nominated information technology system;
- (viii) finalise Incident Reports in the Department's nominated information technology system once the Incident has been resolved;
- (ix) ensure finalised Incident Reports are of a high quality and contain data integrity; and
- (x) work collaboratively with the Department to further develop and refine reporting requirements as required.

8.8 **Post Incident Review**

- (a) After a Critical or Major Incident has been resolved, the Service Provider must:
 - (i) conduct a post-Incident review to:
 - (A) determine the causes and contributing factors to the Incident;
 - (B) analyse and evaluate the actions taken in response to the Incident, including the conduct of Service Provider Personnel;
 - (C) identify any gaps in processes, procedures and training requirements; and
 - (D) make any necessary changes to processes, procedures and training in accordance with the Quality Management System; and
 - (ii) provide a written report that focuses on providing actionable information to the Department Regional Management within one week of the resolution of the Incident.

9. BUSINESS CONTINUITY

9.1 General

- (a) The Service Provider must take all reasonable measures, using business continuity planning principles, to ensure:
 - (i) continuity of Services under a variety of circumstances that may threaten the operation of the Facility; and
 - (ii) the delivery of key Services or the safety, security and well-being of People in Detention and Service Provider Personnel.
- (b) The Service Provider must, during the Transition In Period, develop and implement a Business Continuity Plan for approval by the Department in accordance with **Schedule 15** (Document Approval Schedule), for each Facility to ensure continuity of key services when normal operations are disrupted.
- (c) The Business Continuity Plans developed by the Service Provider must incorporate continuous improvement, with any updates to processes from continuous improvement activities included in the Business Continuity Plan when it is updated.
- (d) The Service Provider must update the Business Continuity Plan annually.

10. REPORTING OF SERVICE DELIVERY

10.1 General

- (a) The Service Provider must provide the Department and the Department Regional Management with routine and non-routine reports and responses to Departmental queries about the delivery of all Services, including the alignment of Service delivery with the Immigration Detention Values.
- (b) Routine reporting requirements are set out in **Schedule 4.3** (Reporting Requirements).
- (c) The Service Provider must monitor, measure and report on the delivery of the Services at each Facility and make the information available to the Department in accordance with **Schedule 4.3** (Reporting Requirements).

11. PERFORMANCE MANAGEMENT SYSTEM

11.1 General

- (a) The Service Provider must develop and implement a performance management system that:
 - (i) enables the Service Provider to monitor performance against the requirements set out in this **Schedule 2** (Statement of Work);

- (ii) is compatible with the Department's nominated information technology system where applicable;
- (iii) monitors routine activities within the Facility and detects variations in performance of the Services;
- (iv) monitors non-routine Incidents or occurrences in the Facility which threaten to disrupt the safety and security of the Facility, or the health, safety or welfare of those within it; and
- (v) monitors the effectiveness of any corrective measures implemented to manage variations in performance including directions received from the Department and the results.

11.2 Industry Development

- (a) The Service Provider acknowledges that the Department is committed to sourcing (directly or indirectly) at least 10% of the total value of its purchases from small to medium enterprises.
- (b) The Service Provider must provide a report to the Department, within 20 Business Day prior to the end of each calendar year during the Term, that sets out:
 - (i) the level of direct or indirect participation of Small to Medium Enterprises (expressed as a % of the total annual value of the Contract) in the delivery of the Services for the current calendar year; and
 - (ii) any issues that, in the Service Provider's opinion, are relevant to the maintenance or improvement of the level of participation of Small to Medium Enterprises in delivery of the Services for the next calendar year.

12. STORES

12.1 General

- (a) The Service Provider must:
 - (i) procure and manage the supply of all consumables required for the operation of each Facility; and
 - (ii) ensure there are sufficient consumables available at each Facility to meet the ongoing needs of People in Detention and surge demand.

12.2 Management of the Store

- (a) The Service Provider must:
 - (i) conduct initial analysis to develop the stock holding requirements for consumables at each Facility; and

- (ii) provide and implement a stock control system at each Facility to record and manage:
 - (A) minimum quantities of serviceable consumables required for the ongoing operation of the Facility;
 - (B) consumables on order; and
 - (C) disposal of unserviceable consumables.

12.3 Holding and Distribution of Consumables

- (a) The Service Provider must:
 - (i) replace unserviceable consumables and maintain supply of consumables to ensure there are always sufficient serviceable consumables in the store to meet the ongoing needs of People in Detention and surge requirements; and
 - (ii) manage the distribution of consumables to People in Detention, including the replacement of any unserviceable consumables on a one-for-one basis.

12.4 Bedding, Linen, Clothing and Footwear Supplies

- (a) The Service Provider must ensure there is sufficient supply of clean, hygienic and fit for purpose bedding, linen, new clothing and new footwear in the store to meet the ongoing needs of People in Detention and surge requirements.

13. CONTINUOUS IMPROVEMENT AND QUALITY MANAGEMENT

13.1 General

- (a) The Service Provider must develop and implement a continuous improvement program designed to ensure an improving culture in service delivery during the Term of the Contract.
- (b) The Department and the Service Provider will have a collaborative approach to continuous process improvement and work together as partners in improving service delivery.

13.2 Quality Management System

- (a) The Service Provider must
 - (i) develop and implement a Quality Management System at each Facility that:
 - (A) includes the most important service delivery actions and activities that the Service Provider performs, as set out in the Policy and Procedures Manual;

- (B) identifies improvements for each of the Service Provider's service delivery processes and procedures set out in the Policy and Procedures Manual;
 - (C) prioritise potential changes in service delivery processes and procedures;
 - (D) includes measures for continuous improvement;
 - (E) implements enhancements to achieve better service outcomes;
 - (F) provides for People in Detention feedback within the Quality Management System; and
 - (G) is certified to the ISO 9001 Quality Management System Standard;
- (ii) deliver all Services in accordance with the certified Quality Management System; and
 - (iii) ensure that the Quality Management System for each Facility is implemented within three months of the Handover Date for each Facility.

ANNEXURE A

1. SERVICE PROVIDER PERSONNEL QUALIFICATIONS

1.1 Induction Training

All Service Provider Personnel must have completed Induction training before they commence duty at a Facility that includes instruction in:

- (a) cultural awareness;
- (b) the Immigration Detention Values;
- (c) conflict de-escalation;
- (d) duty of care responsibilities;
- (e) communication and interaction with Department Personnel, Stakeholders and other service providers;
- (f) problem solving and decision-making in the workplace;
- (g) skills on interacting with People in Detention; and
- (h) record keeping procedures.

1.2 First Aid

All Service Provider Personnel appointed as Officers must hold Advanced First Aid qualifications and must undertake refresher training at least every three years.

1.3 Catering

- (i) Service Provider Personnel responsible for managing catering at each Facility engaged by the Service Provider must:
 - (i) hold at least a Certificate III in Hospitality (Kitchen Operations) or equivalent; and
 - (ii) have acquired at least three years experience in managing a commercial kitchen.

- (j) All other catering staff engaged by the Service Provider for the preparation and serving of food and beverages must hold at least a Certificate II in Hospitality (Kitchen Operations) or equivalent.

1.4 **Dietician**

The dietician engaged by the Service Provider must:

- (a) hold at least a Bachelor Degree of Nutrition and Dietetics or Bachelor of Health Science (Nutrition and Dietetics) or equivalent; and
- (b) have acquired at least five years working in the field of nutrition and dietetics after graduation.

1.5 **Security**

- (a) Service Provider Personnel responsible for managing security for each Facility engaged by the Service Provider must:
 - (i) hold at least a Certificate Level IV in Security Operations or Technical Security or equivalent; and
 - (ii) have acquired at least five years experience in managing security.
- (b) Service Provider Personnel responsible for the general security and safety for People in Detention must:
 - (i) hold at least a Certificate Level II in Security Operations or equivalent; or
 - (ii) obtain a Certificate Level II in Security Operations within six months of commencement.

Security accreditation must be provided by a Registered Training Organisation and delivered by a Level IV accredited trainer.

1.6 **Security Staff, Escorts and Drivers**

All Service Provider Personnel who in the performance of their duties:

- (a) use force or restraints; or
- (b) operate surveillance systems,

must, prior to undertaking those duties, successfully complete a training course, provided by a Registered Training Organisation and delivered by a Level IV accredited trainer, covering the proper exercise of those duties.

1.7 Onsite Indonesian language speaking Service Provider Personnel

The Indonesian language speaking Service Provider Personnel at NIDC must:

- (a) possess an ability to effectively communicate to comprehend written and oral requests; and
- (b) hold or be working towards a minimum qualification equivalent to NAATI Paraprofessional accreditation or a recognised equivalent.

1.8 Exercise of Powers under the Migration Act

All Service Provider Personnel who, in the performance of their duties, exercise a power identified in the table below must, prior to undertaking those duties:

- (a) successfully complete a training course:
 - (i) provided by a Registered Training Organisation; and
 - (ii) delivered by a level IV accredited trainer, covering the proper exercise of these duties; and
- (b) be issued with a certificate that demonstrates that the person has the competencies required to perform the power.

Section	Power
s 252	<p>Searching a detainee and seizure of certain items</p> <p><i>The purposes for which an authorised officer may conduct a search under s 252(1) include:</i></p> <p><i>(a) to find out whether a weapon or thing is hidden on the person;</i></p> <p><i>(b) to find out whether there are documents or other things hidden on the person that may be evidence for cancelling their visa.</i></p> <p><i>An authorised officer may take possession of, and retain, items seized under s 252.</i></p>
s 252AA	<p>Screening detainees</p> <p><i>An authorised officer may conduct a screening procedure on a detainee.</i></p>
s 252A and s 252B	<p>Conduct of a Strip Search</p> <p><i>An authorised officer may conduct a strip search in particular circumstances: s 252A (subject to rules for conducting a strip search in s 252B).</i></p>

- s 252C Possession and retention of confiscated items
Possession and retention of items obtained in a strip-search or screening procedure.
- s 252G(4) Search of Persons entering an Immigration Detention Centre
An authorised officer may request a person entering a detention centre undergo inspection of things in their possession, search outer clothing and remove and open items and require items to be left in a specified place.
- s 252G(6) Seizure of Illegal Items
An authorised officer may seize items from a person entering a detention centre when possession of those items is unlawful under State, Territory or Commonwealth law, and hand them over to the relevant police.
- s 258 Biometrics Collection
Where a person is in immigration detention, an authorised officer may do all such things as are reasonably necessary for photographing or measuring that person or otherwise recording matters in order to facilitate the person's present or future identification.

1.9 **Programs and Activities**

Service Provider Personnel responsible for managing Programs and Activities must:

- (a) be qualified to at least Diploma level in an associated discipline such as sports and recreation or learning and development; and
- (b) have acquired at least two years experience in planning, managing and conducting structured programs and activities for adults.

1.10 **Gymnasium**

All Service Provider Personnel who will supervise use of gymnasium facilities by People in Detention must:

- (a) hold at least a Certificate III in gymnasium management or equivalent; and
- (b) be a current member of Fitness Australia or affiliated body.

ANNEXURE B – INCIDENTS**1. Critical Incidents**

- 1.1 A Critical Incident is an Incident or event which critically affects the security or safety of the Facility or where there is serious injury or a threat to life.
- 1.2 These should be reported orally immediately (no later than 30 minutes of the Incident commencing) and a written report provided within four hours.
- 1.3 Critical Incidents include:
- (a) death – Personnel or a Person in Detention;
 - (b) serious accident/injury;
 - (c) actual self harm;
 - (d) attempted serious self harm;
 - (e) serious public health risk;
 - (f) allegations or reasonable suspicions of serious assault including:
 - (i) sexual assault; and
 - (ii) assault causing serious bodily harm;
 - (g) allegations or reasonable suspicions of assault:
 - (i) by Personnel on a Person in Detention; or
 - (ii) on a minor;
 - (h) escape;
 - (i) mass breakouts;
 - (j) hostage situation;
 - (k) riot;
 - (l) use of force resulting in bodily harm, either by Personnel or a Person in Detention;
 - (m) bomb, biological or chemical threat;
 - (n) serious damage to a Facility including fire;
 - (o) use of emergency response equipment;
 - (p) unauthorised media presence at a Facility;

- (q) unplanned use of instruments of restraint;
- (r) use of a weapon by a Person in Detention;
- (s) withdrawal of labour;
- (t) high profile Visitor refused access;
- (u) protest action outside Facility;
- (v) a Force Majeure Event that has an impact on the operation of the Facility or the welfare of a Person in Detention; and
- (w) any known complaint about any of the above Incidents.

2. Major Incidents

- 2.1 A Major Incident is an incident or event which seriously affects, or has the potential to threaten or harm, the security and safety of the Facility, the welfare of People in Detention, or the success of Escorts, Transfer or Removal activities.
- 2.2 These should be reported as soon as possible orally (no later than one hour of the Incident commencing) and a written report provided within six hours or before the end of the shift.
- 2.3 Major Incidents include but are not limited to:
- (a) infection or contamination of a Facility;
 - (b) epidemic;
 - (c) use of force either by Personnel or a Person in Detention;
 - (d) voluntary starvation (over 24 hours);
 - (e) voluntary starvation by minor;
 - (f) hazardous waste contamination;
 - (g) attempted or threatened self harm;
 - (h) electronic security system failure caused by nature e.g. fire, storm, tempest flood, or by other means, for example sabotage;
 - (i) sabotage;
 - (j) sit-in or barricade;
 - (k) notification by State or Territory welfare authorities;
 - (l) demonstration by People in Detention;

- (m) other major disturbance;
- (n) attempted escape;
- (o) a Person in Detention is found to be in possession of a weapon or means of escape;
- (p) use of an observation room (over 24 hours);
- (q) an Incident likely to attract media attention;
- (r) actual or suspected case of unlawful detention;
- (s) aborted Removal;
- (t) strip search;
- (u) assault causing minor bodily harm; and
- (v) any known complaint about any of the above Incidents.

3. **Minor Incidents**

- 3.1 A Minor Incident is an incident or event which affects, but to a lesser degree than a Major Incident, the safety and security of the Facility, the welfare of People in Detention or which threatens the success of Escorts, Transfer or Removal activities.
- 3.2 A written report should be provided within 24 hours.
- 3.3 Minor Incidents include, but are not limited to:
 - (a) voluntary starvation (under 24 hours);
 - (b) end of voluntary starvation;
 - (c) less serious public health risk;
 - (d) clinical depression;
 - (e) substance abuse resulting in medical attention;
 - (f) birth of a child;
 - (g) use of instruments of restraint;
 - (h) food poisoning;
 - (i) threatening or aggressive behaviour by People in Detention or Personnel;
 - (j) contraband or prohibited article found;
 - (k) assault not occasioning bodily harm;

- (l) approaches by media to Personnel or People in Detention;
- (m) Person in Detention or staff subjected to abusive or offensive remarks;
- (n) transfer of Person in Detention between Facilities;
- (o) transfer of Person in Detention to alternative place of detention;
- (p) minor industrial action by Personnel;
- (q) minor disturbance;
- (r) failure of mains system/power failure if the backup systems fail;
- (s) failure of the Service Provider's information technology system for a duration of six hours or more;
- (t) less serious damage to Facility;
- (u) theft;
- (v) missing money;
- (w) missing property;
- (x) contraband brought in by Visitors;
- (y) Person in Detention denied a Visitor during visiting hours;
- (z) other Visitors refused access;
- (aa) complaints or feedback received by the Service Provider are not resolved within the required timeframe, or are escalated to an external third party;
- (bb) Person in Detention denied information from their file; and
- (cc) any known complaint about any of the above Incidents.



Australian Government

Department of Immigration and Citizenship

**Detention Services Contract
Immigration Detention Centres**

**SCHEDULE 2
STATEMENT OF WORK**

**SECTION 2.2.4
Security Services**

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PHILOSOPHY

Centres need to provide a safe and secure environment for people in Immigration Detention and others in the Centre. The Service Provider is to employ the minimum reasonable security restrictions necessary to preserve the safety and security of the Centre. Security arrangements are to meet human rights obligations. People in Detention are to be treated with respect and dignity and in accordance with the principles of the Immigration Detention Values.

Security will be managed cooperatively with the Department Regional Management and the Health Services Manager to provide integrated and effective services. Overt security measures are only to be employed to the extent necessary to meet the obligations of this Statement of Work. The intention is to make Centres secure by addressing issues that could cause discontent amongst People in Detention in preference to needing to manage consequences that arise from that discontent.

Security will be primarily focused on ensuring People in Detention remain in Immigration Detention until their immigration status has been resolved. The Service Provider is to ensure People in Detention and others in the Centre remain safe and are protected from exploitation and intimidation at all times.

The Service Provider will deliver the Security Services in a manner that is consistent with the Immigration Detention Values.

1. DELIVERY OF SECURITY SERVICES

1.1 Scope of Services

- (a) Centres need to provide a safe and secure environment for People in Detention, Service Provider Personnel, Department Personnel and all other people at the Centre, ensuring that each individual's human rights, dignity and well-being is preserved in accordance with the Immigration Detention Values;
- (b) The Service Provider must deliver structured Security Services in each Centre that are consistent with Immigration Detention, enable the Service Provider to manage routine events in the Centre and respond promptly and flexibly to any Incident.
- (c) The Department will provide the infrastructure and associated surveillance and security monitoring equipment listed in the Department Asset Register and Loose Assets Register at each Centre.

1.2 Integrity of Immigration Detention

- (a) The Service Provider must ensure People in Detention at Centres remain in Immigration Detention at all times in accordance with relevant provisions of the Migration Act;
- (b) Immigration Detention is defined under the Migration Act, to include being in the company of and/or being restrained by an Officer, or being held by, or behalf of, an Officer in an Immigration Detention Centre or in another place approved by the Minister in writing.
- (c) Where a Person in Detention is temporarily in Alternative Detention outside a Centre, (such as a hospital, but excluding at a Christmas Island APOD), the Service Provider must ensure that the Person in Detention remains in Immigration Detention at all times, including by providing Service Provider Personnel Escorts for Alternative Detention.

1.3 Centre Security Services Plan

- (a) The Service Provider must deliver Security Services at each Centre in accordance with the Centre Security Services Plan.
- (b) The Service Provider must develop and implement a Centre Security Services Plan for each Centre during the Transition In Period. The Centre Security Service Plan will be approved by the Department in accordance with **Schedule 15** (Document Approval Schedule) and must include details of:
 - (i) how the Service Provider plans to implement the Security Services contained in this **Section 2.2.4** (Security Services);
 - (ii) how the Services will be delivered in accordance with the Philosophy contained in this **Section 2.2.4** (Security Services); and

- (iii) approved restraint devices.

1.4 Service Provider Personnel

- (a) The Service Provider must provide trained Service Provider Personnel to:
 - (i) deliver Security Services unobtrusively, 24 hours a day, seven days a week at each Centre;
 - (ii) respond effectively to any Incidents while treating People in Detention with dignity and respect; and
 - (iii) engage with People in Detention and other Stakeholders to detect possible Incidents before they occur.

1.5 Qualifications of Service Provider Personnel Providing Security Services

- (a) Service Provider Personnel responsible for managing security for each Centre engaged by the Service Provider must:
 - (i) hold at least a Certificate Level IV in Security Operations or Technical Security or equivalent; and
 - (ii) have acquired at least five years experience in managing the provision of security.
- (b) Service Provider Personnel responsible for the general security and safety for People in Detention must:
 - (i) hold at least a Certificate Level II in Security Operations or equivalent; or
 - (ii) obtain a Certificate Level II in Security Operations within six months of commencement.
- (c) The Service Provider must:
 - (i) submit to the Department a program of refresher training to be implemented no less than every two years, that includes:
 - (A) security awareness;
 - (B) first aid;
 - (C) mental health awareness;
 - (D) suicide awareness;
 - (E) use of force; and
 - (F) use of restraints;

- (ii) deliver refresher training on a rolling program that can be incorporated into the duty rosters, that allows Service Provider Personnel regular access to training without removing them from operational duties for extended periods; and
- (iii) regularly review and annually update the training needs analysis for each Centre.

1.6 Prevention of Escapes

- (a) The Service Provider must take all reasonable steps to prevent People in Detention from escaping from Immigration Detention.

1.7 Security Intelligence Obligation

- (a) The Service Provider must:
 - (i) gather and record security intelligence to inform the development of Centre and People in Detention Security Risk Assessments and maintain the safety and security of the Centre;
 - (ii) gather and store security intelligence in accordance with the Record keeping obligations, including privacy and confidentiality obligations, set out in this Contract;
 - (iii) ensure appropriately trained Service Provider Personnel perform, at each Centre, intelligence analyst functions and collate and analyse all information received;
 - (iv) implement a computerised intelligence analysis procedure for use with the People in Detention population;
 - (v) provide training to all Service Provider Personnel and Department Personnel (during scheduled Service Provider training sessions) on the overall mechanism of the intelligence system, as part of the induction procedure;
 - (vi) provide a security hotline to the communications room, which is managed 24 hours a day, seven days a week to ensure that People in Detention, Department Personnel or Service Provider Personnel may call at any time to pass intelligence on; and
 - (vii) provide the Department with unfettered access to all intelligence data holdings upon request.
- (b) For the purposes of this **clause 1.7**, security intelligence includes:
 - (i) unusual occurrences;
 - (ii) information received from a Person in Detention;

- (iii) a person or group of People in Detention acting unusually, or out of character;
- (iv) Incident Reports;
- (v) trends in Incidents; and
- (vi) relevant information received from any source.

1.8 Centre Security Risk Assessment

- (a) The Service Provider must, during Transition, develop a Centre Security Risk Assessment for each Centre that accords with AS 4360 Risk Management Standard.
- (b) In developing and updating each Centre Security Risk Assessment, the Service Provider must take account of:
 - (i) the number and risk profile of the People in Detention at the Centre;
 - (ii) the overall security situation (including any intelligence that might be made available by the Department, other government agencies or other sources), including:
 - (A) visits;
 - (B) arrivals and Removals of People in Detention in the Centre;
 - (C) protests and rallies;
 - (D) special events;
 - (E) significant dates; and
 - (F) availability of and response times for emergency services; and
 - (iii) the condition and arrangement of built infrastructure and associated technology including any temporary arrangements for new construction or facilities maintenance.
- (c) The Service Provider must review the Centre Security Risk Assessment for each Centre monthly and after any Critical or Major Incident that is security related.
- (d) The Service Provider must provide the Department with a copy of the then current Centre Security Risk Assessment, in the form requested by the Department, within five Business Days of any Department request.
- (e) The Service Provider must make available to the Department copies of all Security audits conducted, at the completion of the audit or report, including any operational responses to issues raised in the findings of these audits.

1.9 Rostering of Security Personnel

- (a) The Service Provider must:
 - (i) ensure daily rosters of Service Provider Personnel for each Centre provide sufficient Service Provider Personnel with the skills, experience and fitness required to manage the security environment determined through the Centre Security Risk Assessment process; and
 - (ii) from the Handover Date for each Centre, provide the Department with rostering arrangements at the commencement of each alternate business week for the coming fortnight.

1.10 Communication of Security Requirements

- (a) The Service Provider must communicate Centre security requirements to all people on site (including People in Detention, Service Provider Personnel, Department Personnel and Visitors). This communication must:
 - (i) contain only information required by the target audience;
 - (ii) encourage compliance with the Centre security rules;
 - (iii) be in a language and form understood by the target audience; and
 - (iv) accommodate people with special needs, such as illiteracy or visual impairment.
- (b) The Service Provider must ensure People in Detention and other people in the Centre are aware of the Centre Contingency Plans for the Centre.

2. ENTRY CONTROL

- (a) The Service Provider must facilitate controlled and efficient access to the Centre by all persons (including Service Provider Personnel, Visitors, personnel from other government agencies, Department Personnel, contractors and People in Detention), vehicles and goods in an efficient manner and in accordance with the Migration Act.
- (b) The Service Provider must ensure that all visitors to the Centre are treated with dignity and respect throughout the entry process and in accordance with the principles of the Immigration Detention Values.

2.1 Identification

- (a) The Service Provider must develop and implement a system to identify all people seeking access to a Centre and provide a visual means of readily identifying all people while they remain in the Centre, including:
 - (i) confirming access rights and escort requirements;

- (ii) creating and issuing identification passes; and
- (iii) discretely monitor movement and location of all people in the Centre.

2.2 Detection of Excluded and Controlled Items and Illegal Items

- (a) The Service Provider must:
 - (i) detect Excluded and Controlled Items, Illegal Items and any other items that may pose a risk to the security of the Centre; and
 - (ii) screen all persons, personal belongings, vehicles and goods entering the Centre in accordance with the Detention Services Manual (see **Schedule 16** (Legislation and Commonwealth Policies)).
- (b) Screens and searches conducted by the Service Provider under **clause 2.2(a)** may include:
 - (i) the use of metal and other material or substance detectors;
 - (ii) the use of x-ray machines; and
 - (iii) visual inspections.
- (c) Where required, the Service Provider may search People in Detention in accordance with the Detention Services Manual (see **Schedule 16** (Legislation and Commonwealth Policies)).
- (d) Searches of People in Detention conducted under **clause 2.2(a)** may include:
 - (i) pat searches; and
 - (ii) strip searches.
- (e) The Service Provider must:
 - (i) develop and implement a weekly checking regime to ensure compliance with all screening and searching procedures; and
 - (ii) collate the outcome of the weekly checks into a monthly report to the Department Regional Management.

2.3 Management of Excluded and Controlled Items

- (a) The Service Provider must manage and keep safe Excluded and Controlled Items detected by:
 - (i) removing and holding in trust all Excluded or Controlled Items detected or received;
 - (ii) recording relevant details;

- (iii) securely storing the Excluded or Controlled Items; and
- (iv) returning the Excluded or Controlled Items to the person who owns the item when the person leaves the Centre.

2.4 **Illegal Items**

- (a) The Service Provider must:
 - (i) remove and hold in trust all Illegal Items detected or received;
 - (ii) ensure the Illegal Item does not pose an ongoing safety risk to the Centre or any persons at the Centre;
 - (iii) notify the Department Regional Management in accordance with Incident management reporting requirements;
 - (iv) record relevant details of Illegal Items; and
 - (v) securely store the Illegal Item in a manner which protects the integrity of any evidence until custody of the Illegal Item can be transferred to the relevant authority.
- (b) Service Provider Personnel must be subject to random searches on entry to the Centre at times and frequencies to be determined by the Service Provider in consultation with the Department Regional Manager.

2.5 **Access to Controlled Areas**

- (a) The Service Provider must manage access to controlled areas within the Centre, including implementing a strict control regime for access keys and locks. Controlled areas are:
 - (i) secure storage areas;
 - (ii) administration areas;
 - (iii) hazardous materials stores;
 - (iv) medical centre;
 - (v) control room;
 - (vi) tool and vehicle stores;
 - (vii) plant and equipment; and
 - (viii) other areas designated by the Department or the Service Provider as controlled areas.

3. CENTRE SECURITY

- (a) The Service Provider must:
 - (i) maintain a safe and secure environment in each Centre;
 - (ii) ensure that People in Detention and other people onsite are safe and secure at all times;
 - (iii) constantly monitor the Centre in a discrete manner; and
 - (iv) ensure security activities involve the use of technology and the presence of skilled Service Provider Personnel who will interact with People in Detention in a friendly and professional manner in accordance with the Code of Conduct and the Immigration Detention Values.

3.1 Security Control Centre

- (a) The Service Provider must:
 - (i) staff and maintain a Security Control Centre to manage all security in each Centre; and
 - (ii) ensure the Security Control Centre is staffed at all times.

3.2 Operations Logs

- (a) The Service Provider must:
 - (i) maintain operations logs at each Centre as needed to record the date, time and location for all security related events and actions taken, and constitute an official record of activities and events within the Centre;
 - (ii) ensure operations logs provide a comprehensive and accurate account of all Centre operations;
 - (iii) inform the Department Regional Management of the range, intent and scope of operations logs in use, and the Department Regional Management must advise any changes; and
 - (iv) provide operations logs as soon as reasonably practicable to the Department Regional Management upon receiving a written request.

3.3 Digital Records

- (a) The Service Provider must digitally record an audio and visual Record of all instances where:
 - (i) use of force is planned;
 - (ii) the Accommodation of a Person in Detention is searched; and

- (iii) there is any other Incident where the Service Provider, acting reasonably, knows that the Department may require evidence of the actions of Service Provider Personnel.
- (b) Where such recordings have been made, the Service Provider must within one hour of producing the recording:
 - (i) make an unedited copy of the recording;
 - (ii) label the original and copy of the recording with the date and time of the recording, and the names of people who appear in the recording; and
 - (iii) provide the original recording to the Department.

3.4 Surveillance Camera Records

- (a) The Service Provider must operate all surveillance cameras 24 hours a day, seven days a week.
- (b) The Service Provider must, after each Incident:
 - (i) review the surveillance camera recordings to determine if any recording captures evidence that may be relevant to the Incident; and
 - (ii) provide the Department with the original of any recording that captures evidence that may be relevant to an Incident, no later than 24 hours after the recording has been made.
- (c) The Service Provider must provide the Department with the original of any recording:
 - (i) that the Service Provider, acting reasonably, knows that the Department would wish to view; or
 - (ii) if requested by the Department within the 28 day storage period referred to in **clause 3.4(d)**.
- (d) The Service Provider must:
 - (i) keep all surveillance camera recordings in secure storage for at least 28 days after the recording is made; and
 - (ii) provide the Department with access to all surveillance camera recordings and any other related Material in secure storage.

3.5 Management of Incidents

- (a) The Service Provider must:
 - (i) manage all Incidents, in accordance with the requirements detailed in **clause 8 of Section 2.2.3** (Business Services and Continuous Improvement), to

ensure the safety and welfare of People in Detention and other people at the Centre; and

- (ii) restore safety and security in the Centre as quickly as possible.

3.6 Checks to Verify all People in Detention are Present and Safe

- (a) The Service Provider must verify that all People in Detention are present and safe in the Centre at least ^{s.27 consultat} times during each day:

s.27 consultation

- (b) The check conducted by the Service Provider under this **clause 3.6** must be conducted in a manner that respects the cultural, religious, gender and privacy needs of People in Detention.
- (c) Service Provider Personnel undertaking checks under this **clause 3.6** need to be skilled in identifying People in Detention who may be unwell or not coping, including in circumstances where the Person in Detention may be attempting to hide a problem.
- (d) The Service Provider must immediately report to the Department Regional Management any concerns about a Person in Detention's safety and security.

3.7 Searches

- (a) The Service Provider must:
 - (i) conduct regular searches throughout the Centre to detect and control the presence within the Centre of Illegal, Excluded and Controlled items;
 - (ii) conduct a random security check of Accommodation in the presence of the Person in Detention who occupies the room at least once each month; and
 - (iii) conduct searches within the Centre in accordance with:
 - (A) the Migration Act; and
 - (B) Departmental policies and procedures as listed in **Schedule 16** (Legislation and Commonwealth Policies) or as notified by the Department from time to time.

3.8 Use of Force

- (a) The Service Provider must:
 - (i) ensure that force is not used unless as a measure of last resort when all other methods have failed or have been assessed as inadequate, and then only with the reasonable level of force necessary to resolve the situation in accordance with the principles of the Immigration Detention Values;
 - (ii) further to **clause 3.8(a)(i)**, ensure that, whenever force is used on People in Detention that are frail, elderly or minors, Service Provider Personnel take all reasonable precautionary measures that are appropriate to the circumstances of that Person in Detention;
 - (iii) ensure that Service Provider Personnel who use force are trained and accredited in the use of force; and
 - (iv) monitor and control the use of force in each Centre.
- (b) When the use of force is planned, the Service Provider must:
 - (i) consult with the Health Services Manager prior to any planned use of force to ensure no medical reasons preclude the use of force for the relevant Person in Detention; and
 - (ii) seek the Department's approval for any planned use of force.

3.9 Use of Restraints

- (a) The Service Provider must:
 - (i) ensure that restraints are not used in a manner which is likely to cause injury, serious discomfort or potential danger to a Person in Detention;
 - (ii) ensure that, whenever restraints are used on People in Detention who are frail, elderly or minors, Service Provider Personnel take all reasonable precautionary measures that are appropriate to the circumstances of that Person in Detention;
 - (iii) ensure that only Service Provider Personnel who use restraints are trained and accredited in the use of restraints;
 - (iv) ensure Service Provider Personnel do not carry restraints in public view;
 - (v) monitor and control the use of restraints in each Centre; and
 - (vi) only use restraints that have been approved by the Department.
- (b) When the use of restraints is planned:

- (i) consult with the Health Services Manager prior to any planned use of restraints to ensure no medical reasons preclude the use of restraints for the relevant Person in Detention; and
- (ii) seek the Department’s approval for any planned use of restraints.

3.10 Follow Up to the Use of Force or Restraints

- (a) When Service Provider Personnel have used force or restraints, the Service Provider must:
 - (i) inform the Department Regional Management of any use of force in accordance with Incident management reporting requirements;
 - (ii) ensure Service Provider Personnel involved in the use of force or restraints provide a verbal report to Service Provider management immediately after each incident, which must be minuted, and a written report prior to the end of their shift;
 - (iii) provide a comprehensive, written report to the Department Regional Management in accordance with **Schedule 4.3** (Reporting Requirements); and
 - (iv) ensure People in Detention are referred to the Health Services Manager for medical examination as soon as practicable after the use of force or restraints.

3.11 Visitor Escorts

- (a) The Service Provider must ensure that:
 - (i) visitors to the Centre who are assessed by the Service Provider as requiring a visitor escort are accompanied by Service Provider Personnel at all times; and
 - (ii) visitor escorts are conducted as discretely as possible, allowing for private conversations between People in Detention and visitors.

3.12 Perimeter Security

- (a) The Service Provider must ensure that the security of the perimeter of each Centre is maintained at all times in accordance with Departmental policies and procedures as listed in **Schedule 16** (Legislation and Commonwealth Policies) or as notified from time to time by the Department.
- (b) The Service Provider must ensure that the internal and external perimeter is checked daily on at least ^{s.27 consultation} occasions:

s.27 consultation

s.27 consultation

- (c) All perimeter security checks must be formally recorded by the Service Provider.

3.13 Centre Contingency Plans and Procedures

- (a) The Service Provider must:
 - (i) develop and implement a Centre Contingency Plan for each Centre during the Transition In Period, that details the control arrangements, communications, and other processes and procedures required for the Service Provider to maintain the safety and security of People in Detention and other people who may be in the Centre at the time;
 - (ii) ensure the Centre Contingency Plan addresses a range of plausible contingencies and is developed and maintained in accordance with ASNZS 3745; and
 - (iii) ensure the Centre Contingency Plan includes:
 - (A) procedures for notifying the Department and other service providers that the Contingency Plan is in effect;
 - (B) coordination procedures with the Department Regional Management, other service providers and other authorities;
 - (C) processes for communicating emergency procedures to People in Detention, Service Provider Personnel and all other people at the Centre to ensure they understand the emergency procedures;
 - (D) plans and arrangements for applicable emergency services (such as ambulance services, fire services, police services, utilities and nominated contractors) to access and move through the Centres;
 - (E) procedures which apply to a variety of emergency situations (to include evacuation where warranted); and
 - (F) frequency of emergency drills and tests.
- (b) The Centre Contingency Plans developed under **clause 3.13(a)** will be approved by the Department in accordance with **Schedule 15** (Document Approval Schedule).

3.14 Security Exercises

- (a) The Service Provider must:
 - (i) implement a Department approved schedule of quarterly security exercises to test security and Incident response capabilities needed to meet the obligations of this **Section 2.2.4** (Security Services); and

- (ii) at the conclusion of each security exercise, provide a written report to the Department Regional Management on the outcomes from the exercise including any proposals for continuous improvement.



Australian Government

Department of Immigration and Citizenship

**Detention Services Contract
Immigration Detention Centres**

**SCHEDULE 2
STATEMENT OF WORK**

**SECTION 2.2.4A
Security Services at
Christmas Island Alternative Places of Detention**

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PHILOSOPHY

The Service Provider needs to ensure that all Christmas Island APODs offer a safe and secure environment for all occupants. The Service Provider is to employ the minimum reasonable security restrictions necessary to preserve the safety and security of the Christmas Island APODs. Security arrangements are to meet human rights obligations. People in Detention are to be treated with respect and dignity and in accordance with the principles of the Immigration Detention Values.

Security will be managed cooperatively with the Department Regional Management and the Health Services Manager to provide integrated and effective services. Overt security measures are only to be employed to the extent necessary to meet the obligations of this Statement of Work. The intention is to make Christmas Island APODs secure by addressing issues that could cause discontent amongst People in Detention in preference to needing to manage consequences that arise from that discontent.

Security will be primarily focused on ensuring People in Detention remain in Immigration Detention until their immigration status has been resolved. The Service Provider is to ensure People in Detention and others in the Christmas Island APODs remain safe and are protected from exploitation and intimidation at all times.

The Services Provider will deliver the Security Services in a manner that is consistent with the Immigration Detention Values.

1. DELIVERY OF SECURITY SERVICES

1.1 Scope of Services

- (a) Christmas Island APODs need to provide a safe and secure environment for People in Detention, Service Provider Personnel, Department Personnel and all other people at the Christmas Island APODs, ensuring that each individual's human rights, dignity and well-being is preserved in accordance with the Immigration Detention Values;
- (b) The Service Provider must deliver structured Security Services at each Christmas Island APOD that are consistent with Immigration Detention, enable the Service Provider to manage routine events at the Christmas Island APOD and respond promptly and flexibly to any Incident.
- (c) The Department will provide the infrastructure and associated surveillance and security monitoring equipment listed in the Department Asset Register and Loose Assets Register at each Christmas Island APOD.

1.2 Integrity of Immigration Detention

- (a) The Service Provider must ensure People in Detention at a Christmas Island APOD remain in Immigration Detention at all times in accordance with relevant provisions of the Migration Act.

1.3 Security Services Plan

- (a) The Service Provider must deliver Security Services at each Christmas Island APOD in accordance with the Security Services Plan.
- (b) The Service Provider must develop and implement a Security Services Plan for each Christmas Island APOD during the Transition In Period. The Security Service Plan will be approved by the Department in accordance with **Schedule 15** (Document Approval Schedule) and must include details of:
 - (i) how the Service Provider plans to implement the Security Services contained in this **Section 2.2.4A** (Christmas Island APOD Security Services);
 - (ii) how the Services will be delivered in accordance with the Philosophy contained in this **Section 2.2.4A** (Christmas Island APOD Security Services); and
 - (iii) details of approved restraint devices.

1.4 Service Provider Personnel

- (a) The Service Provider must provide trained Service Provider Personnel to:
 - (i) deliver Security Services unobtrusively, 24 hours a day, seven days a week at each Christmas Island APOD;
 - (ii) respond effectively to any Incidents while treating People in Detention with dignity and respect; and
 - (iii) engage with People in Detention and other Stakeholders to detect possible Incidents before they occur.

1.5 Qualifications of Service Provider Personnel Providing Security Services

- (a) Service Provider Personnel responsible for managing security at each Christmas Island APOD must:
 - (i) hold at least a Certificate Level IV in Security Operations or Technical Security or equivalent; and
 - (ii) have acquired at least five years experience in managing the provision of security.
- (b) Service Provider Personnel responsible for the general security and safety for People in Detention must:
 - (i) hold at least a Certificate Level II in Security Operations or equivalent; or
 - (ii) obtain a Certificate Level II in Security Operations within six months of commencement.
- (c) The Service Provider must;
 - (i) submit to the Department a program of refresher training to be implemented at least every two years, that includes:
 - (A) security awareness;
 - (B) first aid;
 - (C) mental health awareness;
 - (D) suicide awareness;
 - (E) use of force; and
 - (F) use of restraints;
 - (ii) deliver refresher training on a rolling program that can be incorporated into the duty rosters, that allows Service Provider Personnel regular access to

training without removing them from operational duties for extended periods; and

- (iii) regularly review and annually update the training needs analysis for each Christmas Island APOD.

1.6 Prevention of Escapes

- (a) The Service Provider must take all reasonable steps to prevent People in Detention from escaping from Immigration Detention.

1.7 Security Intelligence Obligation

- (a) The Service Provider must:
 - (i) gather and record security intelligence to inform the development of Christmas Island APOD and People in Detention Security Risk Assessments and maintain the safety and security of the Christmas Island APOD;
 - (ii) gather and store security intelligence in accordance with the Record keeping obligations, including privacy and confidentiality obligations, set out in this Contract;
 - (iii) ensure appropriately trained Service Provider Personnel perform, at each Christmas Island APOD, intelligence analyst functions and collate and analyse all information received;
 - (iv) implement a computerised intelligence analysis procedure for use with the People in Detention population;
 - (v) provide training to all Service Provider Personnel and Department Personnel (during scheduled Service Provider training sessions) on the overall mechanism of the intelligence system, as part of the induction procedure;
 - (vi) provide a security hotline to the communications room, which is managed 24 hours a day, seven days a week to ensure that People in Detention, Department Personnel or Service Provider Personnel may call at any time to pass intelligence on; and
 - (vii) provide the Department with unfettered access to all intelligence data holdings upon request.
- (b) For the purposes of this **clause 1.7**, security intelligence includes:
 - (i) unusual occurrences;
 - (ii) information received from a Person in Detention;
 - (iii) a person or group of People in Detention acting unusually, or out of character;