

- (iv) Incident Reports;
- (v) trends in Incidents; and
- (vi) relevant information received from any source.

1.8 **Christmas Island APOD Security Risk Assessment**

- (a) The Service Provider must, during Transition, develop a Christmas Island APOD 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 Christmas Island APOD;
 - (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 Christmas Island APODs;
 - (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 Christmas Island APOD Security Risk Assessment for each Christmas Island APOD monthly and after any Critical Incident that is security related.
- (d) The Service Provider must provide the Department with a copy of the then current Christmas Island APOD Security Risk Assessment, in the form requested by the Department, within five Business Days of any Department request.

1.9 **Rostering of Security Personnel**

- (a) The Service Provider must:

- (i) ensure daily rosters of Service Provider Personnel for each Christmas Island APOD provide sufficient Service Provider Personnel with the skills, experience and fitness required to manage the security environment in a manner that addresses identified risks in the Christmas Island APOD Security Risk Assessment; and
- (ii) from the Handover Date for each Christmas Island APOD, 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 Christmas Island APOD 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 Christmas Island APOD 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 Christmas Island APOD are aware of the Contingency Plans for the Christmas Island APOD.

2. ENTRY CONTROL

- (a) The Service Provider must facilitate controlled and efficient access to the Christmas Island APOD 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 Christmas Island APOD 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 Christmas Island APOD and provide a visual means of readily identifying all people while they remain in the Christmas Island APOD, 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 Christmas Island APOD.

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 Christmas Island APOD; and
 - (ii) screen all persons, personal belongings, vehicles and goods entering the Christmas Island APOD in accordance with the Detention Services Manual (see **Schedule 16** (Legislation and Commonwealth Policies)).
- (b) The Service Provider may request to screen and or search Visitors entering Christmas Island APODs, but must not forcibly screen or search Visitors.
- (c) 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.
- (d) Where required, the Service Provider may search People in Detention in accordance with the Detention Services Manual (see **Schedule 16** (Legislation and Commonwealth Policies)).
- (e) Searches of People in Detention conducted under **clause 2.2(a)** may include:
 - (i) pat searches; and
 - (ii) strip searches.
- (f) The Service Provider must:
 - (i) develop and implement a weekly checking regime to ensure compliance with all entry 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 Christmas Island APOD

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 Christmas Island APOD or any persons at the Christmas Island APOD;
 - (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 Christmas Island APODs 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 Christmas Island APOD, 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. CHRISTMAS ISLAND APOD SECURITY

- (a) The Service Provider must:
 - (i) maintain a safe and secure environment in each Christmas Island APOD;
 - (ii) ensure that People in Detention and other people onsite are safe and secure at all times;
 - (iii) constantly monitor the Christmas Island APOD 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 Christmas Island APOD; 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 Christmas Island APOD 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 Christmas Island APOD;
 - (ii) ensure operations logs provide a comprehensive and accurate account of all Christmas Island APOD operations;
 - (iii) inform the Department Regional Management of the range, intent and scope of operations logs in use, and must advise any changes; and
 - (iv) provide operations logs as soon as is 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) 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 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 Christmas Island APOD; and
 - (ii) restore safety and security in the Christmas Island APOD as quickly as possible.

3.5 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 Christmas Island APOD at least ^{s.27 consultation} times during each day:

s.27 consultation

- (b) The check conducted by the Service Provider under this **clause 3.5** 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 3.5** 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.

3.6 Searches

- (a) The Service Provider must:
 - (i) conduct regular searches throughout the Christmas Island APOD to detect and control the presence within the Christmas Island APOD 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;
 - (iii) have a record of all searching kept and initialled by the relevant Client Service Manager, with a proportion of the searches being directly observed by the Client Service Manager; and
 - (iv) conduct searches within the Christmas Island APOD 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.
- (b) The Service Provider must not enter or search the accommodation of any person in Community Detention.

3.7 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 3.7(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 Christmas Island APOD.
- (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.

3.8 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; and
 - (iv) ensure Service Provider Personnel do not carry restraints in public view;
 - (v) monitor and control the use of restraints in each Facility; 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.

3.9 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.

3.10 Visitor Escorts

- (a) The Service Provider must ensure that:
 - (i) Visitors to the Christmas Island APOD 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.

3.11 Perimeter Security

- (a) The Service Provider must ensure that the security of the perimeter of each Christmas Island APOD 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 of each Christmas Island APOD is checked daily on at least ^{s.27 consult} occasions:

s.27 consultation

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

3.12 Contingency Plans and Procedures

- (a) The Service Provider must:
 - (i) develop and implement a Contingency Plan for each Christmas Island APOD 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 Christmas Island APOD at the time;
 - (ii) ensure the Contingency Plan addresses a range of plausible contingencies and is developed and maintained in accordance with ASNZS 3745; and
 - (iii) ensure the 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 Christmas Island APOD 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 Christmas Island APODs;
 - (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 Contingency Plans developed under **clause 3.12(a)** will be approved by the Department in accordance with **Schedule 15** (Document Approval Schedule).

3.13 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 2.2.4A** (Christmas Island APOD 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 2.2.5
Transport and Escort Services

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PHILOSOPHY

The Service Provider will partner with the Department, the Health Services Manager, and in some cases the IRH/ITA Service Provider, to deliver flexible and responsive Transport and Escort Services to People in Detention. In delivering Transport and Escort Services the Service Provider will need to ensure People in Detention and their property are moved discretely, safely, efficiently and securely to meet the needs of the Department. The Service Provider will provide dedicated vehicles, drivers and Escorts to meet the forecast demand at each Facility but may charter vehicles and drivers to meet demands that exceed the forecast levels as required. Regardless of the means of transport, the Service Provider will provide Escorts and a type of vehicle for local and Compliance Escorts commensurate with the risk to ensure the security of People in Detention when they are outside a Facility or a place of Alternative Detention.

The Service Provider will be responsible for all aspects of the well-being of People in Detention, in accordance with the principles of the Immigration Detention Values, while they are in the Service Provider's care. Transport and Escort Services will be delivered in a manner which provides for the individual needs and comfort of People in Detention. The human rights, dignity and privacy of People in Detention will be respected at all times. In all dealings with People in Detention, the Service Provider will always behave in a professional and accountable manner to ensure People in Detention remain safe, secure and as comfortable as practicable during transportation.

For Compliance Escorts and international Escorts, the Service Provider will need to coordinate with Health Services Manager and IRH/ITA Service Provider.

The Service Provider will, in delivering Transport and Escort Services, act in a way that is consistent with the principles set out in the Immigration Detention Values.

1. Transport and Escort of People in Detention

1.1 General

- (a) The Service Provider must:
- (i) manage and coordinate all domestic and international transport and Escort tasks as directed by the Department;
 - (ii) supply Transport and Escort Services for each Facility;
 - (iii) transport People in Detention and their property in accordance with Department requests and the Programs and Activities Schedule; and
 - (iv) provide Escort(s) and driver(s) commensurate with the risks involved in ensuring the security of People in Detention who are outside a place of Immigration Detention for whatever reason.
- (b) In State and Territory locations where there is no Immigration Detention Centre, the Service Provider must organise its transport and Escort service delivery structure in such a way that the delivery of Transport and Escort Services remains in accordance the requirements set out in this **Section 2.2.5** (Transport and Escort Services).
- (c) The Service Provider must deliver Transport and Escort Services in States and Territories where there is no Immigration Detention Centre consistent with any directions from the Department Regional Manager in that State or Territory.
- (d) For the purposes of this **Section 2.2.5** (Transport and Escort Services), Transport and Escort Services consist of four types of activities:
- (i) Local Transport and Escort

Local Transport and Escort Services encompasses the provision of transport and Escorts for People in Detention and their property to and from the same Facility. Local Transport and Escort Services will consist mostly of travel within a metropolitan or district area.
 - (ii) Local and Regional Transport and Escort

Local and regional Transport and Escort Services encompasses the provision of transport and Escorts for People in Detention and their property to other Facilities and sites within the Detention Services Network. Regional Transport and Escort Services will consist mostly of travel outside a metropolitan or regional area.
 - (iii) Compliance Transport and Escort

Compliance Transport and Escort Services encompasses the provision of transport and Escorts for People in Detention and their property from an initial point anywhere in Australia to a place of Immigration Detention, or

from a place of Immigration Detention to an international airport for Removal from Australia.

(iv) International Removals and Escort

International Removal Transport and Escort Services encompasses the provision of Escorts for People in Detention and their property on board an international flight while they are being Removed from Australia.

International Removal Transport and Escort Services also include ensuring People in Detention are cleared by immigration control or otherwise received by approved officials in the country of destination, and ensuring that associated documentation associated with the Person in Detention's Removal is completed.

(c) Transport and Escort tasks conducted by the Service Provider under this **Section 2.2.5** (Transport and Escort Services) may include:

- (i) transferring People in Detention from an initial point of detention to a Facility;
- (ii) transferring People in Detention between different locations in the Detention Services Network;
- (iii) transferring People in Detention to local and regional appointments;
- (iv) transferring People in Detention to off-site Programs and Activities;
- (v) transferring People in Detention to a point of Removal; and
- (vi) removing People in Detention from Australia to an international destination.

1.2 Integrity of Immigration Detention

- (a) The Service Provider must ensure all People in Detention remain in Immigration Detention at all times during a Transport and Escort task in accordance with relevant provisions of the Migration Act.
- (b) Where a Person in Detention is being held in a place of Alternative Detention, the Service Provider must:
 - (i) provide Service Provider Personnel at the Alternative Detention location to ensure the Person in Detention remains in Immigration Detention;
 - (ii) liaise with personnel in the other institutions (such as hospital management) to ensure they are informed that the Person in Detention is in Immigration Detention; and
 - (iii) ensure that security measures are maintained by the Service Provider in respect of that Person in Detention.

1.3 Delivery of Transport and Escort Services

- (a) The Service Provider must:
 - (i) deliver Transport and Escort Services in a manner that takes into account the Department's requirements, the needs and well-being of the People in Detention, integration with other service providers, and contingency situations and related risks;
 - (ii) provide appropriate vehicles and vehicle fitments, including communications devices, for the various types of transport and Escort tasks;
 - (iii) provide appropriately trained Service Provider Personnel to conduct Transport and Escort Services, particularly drivers and/or Escorts for tasks involving all domestic travel (including air travel);
 - (iv) coordinate Transport and Escort Services with the Department and other service providers (including the Health Services Manager); and
 - (v) provide a Transport capability in States and Territories where there is no Immigration Detention Centre, in order to respond to Transport Requests from the Department.

1.4 Confirm the Identity of the Person in Detention

- (a) The Service Provider must ensure the Person in Detention being transported is the person nominated in the Transport Request before the Transport and Escort task commences.

1.5 Well-being of People in Detention during Transport and Escort Tasks

- (a) Unless otherwise directed by the Department, for all Transport and Escort tasks the Service Provider must ensure People in Detention are aware of where they are going and the expected time of departure and arrival.
- (b) Unless otherwise directed by the Department, the Service Provider must provide all meals and beverages required for the Transport and Escort task, which:
 - (i) must meet the cultural, religious, nutritional and dietary needs of People in Detention;
 - (ii) may be purchased for People in Detention during the transport and Escort task or meals and beverages prepared at the Facility; and
 - (iii) in the case of any meals transported prior to consumption, must be transported in accordance with Food Safety Standards Australia and New Zealand.
- (c) The Service Provider must ensure that People in Detention have access to all required medication, and medication carried by the Escorts must be stored and

managed in accordance with a pharmacist's instructions or be administered by a registered health professional.

- (d) For all Transport and Escort tasks the Service Provider must:
 - (i) provide People in Detention with comfort and exercise breaks of at least 15 minutes for every two hours of surface travel and allow People in Detention to stretch and walk on domestic and international flights;
 - (ii) ensure People in Detention have access to fresh water at all times during the Transport and Escort task;
 - (iii) provide secure storage for any Property of People in Detention;
 - (iv) deliver Transport and Escort Services in a manner that ensures respect for and protects the dignity of People in Detention;
 - (v) take reasonable measures to ensure that People in Detention are not placed in situations that threaten their personal safety or security; and
 - (vi) monitor and manage at all times the behaviour of People in Detention to ensure their well-being and safety is maintained.
- (e) When a Transport and Escort task involves the movement of a Person in Detention whose age is under 18, the Service Provider must manage any special needs arising from that Person in Detention's particular age and circumstance.
- (f) As part of its obligations to continuously improve its delivery of Transport and Escort Services, the Service Provider must:
 - (i) consider feedback received from People in Detention, Consultative Committees, Department Personnel, Service Provider Personnel and Stakeholders; and
 - (ii) where the Service Provider identifies possible service delivery improvements that would address feedback received, provide the Department with a report that sets out the feedback received and the recommended service delivery improvements.

1.6 Timeliness of Transport and Escort Services

- (a) The Service Provider must:
 - (i) comply with the timings specified in the Transport Request or as directed by the Department Regional Management;
 - (ii) where the Department specifies that a Compliance Escort in a metropolitan area should commence as soon as possible, depart within one hour of receiving the Department's Transport Request;

- (iii) ensure for a Compliance Escort in a non metropolitan area that People in Detention are collected as soon possible and no later than 24 hours from the time of receiving the Transport Request;
- (iv) take all reasonable measures to ensure that People in Detention arrive at their destination within the timeframe specified in the Transport Request;
- (v) implement procedures for managing planned and unplanned Transport Requests, surges in numbers of People in Detention and Incidents; and
- (vi) ensure Service Provider Personnel are on duty, or on call, to manage all Transport Requests.

1.7 Transport and Escort Operational Order

- (a) The Service Provider must develop and implement an operational order for each Transport and Escort task, based on the People in Detention Transport and Escort Security Risk Assessment and any instructions from the Department, which identifies:
 - (i) the Person(s) in Detention;
 - (ii) the driver(s) and Escort(s);
 - (iii) the vehicle(s) and/or flights to be used;
 - (iv) if any part of any transport and Escort task involves vehicle travel that does not have People in Detention as passengers in the vehicle;
 - (v) proposed departure and arrival dates and times;
 - (vi) the risk level of the Person in Detention and any specific transport and escort considerations, including the suitability or otherwise of transporting People in Detention with different Security Risk ratings in one vehicle;
 - (vii) emergency contact numbers (including interpreters);
 - (viii) the route to be taken, including any planned stops;
 - (ix) provision of food, beverages and any required medication;
 - (x) when a transport and Escort task involves the transport or Escort of a Person in Detention whose age is below 18, any special requirements arising from that person's age;
 - (xi) whether any interpreting requirements exist for the transport and Escort Task; and
 - (xii) contingency plans.

- (b) The Service Provider must seek the Department Regional Management's approval of the Operational Order prior to the commencement of the transport and Escort task when:
 - (i) the Service Provider identifies a transport and Escort task to be High or Extreme Risk;
 - (ii) the Department requests in the Transport Request that it approves a specific operational order;
 - (iii) the Service Provider identifies interpreting requirements for the transport and Escort Task, to be paid for as a Cost Plus Pass Through Cost; or
 - (iv) the Service Provider proposes to hire a vehicle in order to carry out the transport and Escort task, and treat the cost as a Zero Mark Up Pass Through Cost.
- (c) Where the Service Provider seeks the Department's approval under 5.1.7(b)(iv), it must:
 - (i) demonstrate that the volume of Transport and Escort requests at that time are in excess of its Transport response capability; and
 - (ii) charge only a Zero Mark Up Pass Through Cost.

1.8 Domestic and International Air Travel

- (a) The Service Provider must plan for any domestic or international air travel required for a transport and Escort task in conjunction with the Department Regional Management.
- (b) When a transport and Escort task involves a mix of travel modes, the Service Provider must provide Escorts for the full journey of the Person in Detention, including all surface sectors and domestic and international air travel sectors required as part of the transport and Escort task.
- (c) The Department is responsible for booking and paying for all domestic and international air transport and accommodation required for transport and Escort tasks.

1.9 Escorts for International Transport and Escort Tasks

- (a) In addition to all other requirements for Escorts specified in this **Section 2.2.5** (Transport and Escort Services), when an international Removal requires the movement of People in Detention to an international destination the Service Provider must also ensure that the Escorts:
 - (i) receive from the Department Regional Management a briefing that specifies the individual requirements for the transport and Escort task, including any

- special requirements to manage the Property of the Person in Detention and documentation;
- (ii) hold an Australian passport or other valid travel document and visas that are valid for the destination;
 - (iii) have received from the Department, before the transport and Escort task commences, approval of the aircraft operator for the transport and Escort task in accordance with Aviation Transport Security Regulations;
 - (iv) receive from the Department, and carry with them for handover to the Person(s) in Detention at the destination, the official documentation required for the Person(s) in Detention to pass through immigration control at the destination and any planned stop-over;
 - (v) receive from the Department a list of official contacts at the destination and any intermediate stop-overs that will meet the Person(s) in Detention on arrival, or can assist the Escort should any issues arise during the course of the transport and Escort task;
 - (vi) supervise the Person(s) in Detention until the Person(s) in Detention has been accepted through immigration control at the destination or, when required, have been handed over to an official nominated by the Department;
 - (vii) have the capacity to meet relevant obligations imposed under the Aviation Transport Security Act 2004, the Aviation Transport Security Regulations 2005 and the Convention on Offences and Certain other Acts Committed on Board Aircraft (Tokyo Convention and Chicago Convention);
 - (viii) are trained in aviation security techniques and responsibilities, and specifically, protect People in Detentions' well-being and general aviation security to include preventing unlawful interference with an aircraft; and
 - (ix) have the capacity to work in a public environment and interact effectively and professionally with foreign officials and agencies.
- (b) The Department reserves a right to specify the number and composition of Escorts for an International Transport and Escort Task if it assesses any task requires additional operational support.

1.10 Transport Vehicles

- (a) The Service Provider must:
 - (i) provide Transport Vehicles in types and quantities suitable for transporting People in Detention;
 - (ii) ensure all Transport Vehicles:

- (A) comply with applicable Laws for passenger transport vehicles;
- (B) have been cleared by the Department of Infrastructure, Transport, Regional Development and Local Government if required to enter restricted airport areas;
- (C) are searched immediately before each transport and Escort task;
- (D) are clean and tidy;
- (E) protect People in Detention from undue public attention or publicity;
- (F) cannot be externally identified as detention services Transport Vehicles;
- (G) are appropriate to the risk profile of the Person in Detention being transported:
 - (I) Low Risk People in Detention must be transported in standard passenger vehicles, such as cars, mini-buses or coaches; and
 - (II) for transport of High Risk or Extreme Risk People in Detention, the vehicle must include digital audio/video capture equipment;
- (H) are appropriate to the number of People in Detention that are being transported on any particular Operational Order;
- (I) carry the following equipment:
 - (I) first aid kit;
 - (II) hand held metal detector;
 - (III) communication devices able to maintain direct communication with the Service Provider's base;
 - (IV) restraints; and
 - (V) fire extinguisher;
- (iii) ensure that at least one station wagon and each of the mini-buses allocated to each Facility are fitted with a digital security audio/video capture system;
- (iv) augment communications with the allocation of a suitable satellite-based mobile phone to Service Provider Personnel where domestic systems are unreliable or it is otherwise deemed necessary; and
- (v) ensure that all Transport Vehicles used for regional tasks are installed with GPS monitoring.

1.11 Transport Vehicle Numbers

- (a) The Service Provider must provide the following numbers of Transport Vehicles at each Facility to provide Transport and Escort Services:

Facility	Station Wagon	Ute	Mini-bus	Bus 21 seater	TOTAL
Villawood Immigration Detention Centre	2	1	2	0	5
Northern Immigration Detention Centre	1	1	1	1	4
Christmas Island Immigration Detention Centre	1	1	1	1	4
Maribyrnong Immigration Detention Centre	1	1	1	0	3
Perth Immigration Detention Centre	1	0	2	0	3
Queensland (non-IDC region)	1	0	0	0	1
South Australia (non-IDC region)	1	0	0	0	1

- (b) The Service Provider is expected to manage its national fleet of Transport Vehicles to ensure that it has the capacity to respond to Department requests for Transport and Escort tasks at each Facility.
- (c) Where the Department requires the Service Provider to conduct transport and Escort tasks that exceed the capability of the Service Provider's Transport Vehicles at a Facility, the Service Provider may seek the Department's approval to hire a vehicle under **clauses 1.7(b)(iv) and 1.7(c)** of this **Section 2.2.5** (Transport and Escort Services), and the Department may approve the Service Provider hiring a vehicle.
- (d) Where the Department or the Service Provider identifies that there is evidence that the Service Provider's fleet of Transport Vehicles (either at the Facility level or nationally) is:
- (i) insufficient to meet the Transport and Escort needs of People in Detention; or
 - (ii) greater than that required to meet the Transport and Escort needs of People in Detention,
- the Department and the Service Provider will meet to determine whether the Service Provider's fleet of Transport Vehicles should be adjusted.
- (e) Where the Department and the Service Provider agree that the Service Provider's fleet of Transport Vehicles should be adjusted, the Department will provide the Service Provider with a Scope Change Notice.

1.12 Coordination with the Health Services Manager

- (a) The Service Provider must work cooperatively with the Health Services Manager to ensure the health of People in Detention is maintained during transport and Escort,

which may require the Service Provider to transport a health care professional or specialist medical equipment with the Person in Detention.

- (b) The Department must advise the Service Provider when a Person in Detention needs a health care professional or medical equipment to travel with them on a transport and Escort task.
- (c) The Service Provider must confirm the Health Services Manager has issued a Fit-for-Travel Certificate for all Removal transport and Escort tasks, before commencing the transport and Escort task.

1.13 People in Detention Transport and Escort Security Risk Assessment

- (a) The Service Provider must:
 - (i) develop a People in Detention Transport and Escort Security Risk Assessment for each Person in Detention before undertaking a transport and Escort task;
 - (ii) ensure the People in Detention Transport and Escort Security Risk Assessment is based on the broader People in Detention Security Risk Assessment;
 - (iii) ensure each individual People in Detention Transport and Escort Security Risk Assessment includes risk controls for ensuring the safety and security of People in Detention, Service Provider Personnel and the public during the conduct of transport and Escort tasks; and
 - (iv) ensure the People in Detention Transport and Escort Security Risk Assessment accords with AS 4360 Risk Management Standard.
- (b) Where the Department has assessed the security risk associated with a transport and Escort task differently to the Service Provider, the Department's People in Detention Transport and Escort Security Risk Assessment will prevail.

1.14 Number and Gender of Drivers and Escorts

- (a) The Service Provider must determine the number and gender of drivers and Escorts required for each transport and Escort task, after completing the People in Detention Transport and Escort Security Risk Assessment(s).
- (b) In determining the number of drivers and Escorts required, the Service Provider must:
 - (i) ensure that back-up driver(s) and Escort(s) are available to support the transport and Escort task if required;
 - (ii) ensure there is at least one female Escort on each transport and Escort task where a female Person in Detention or a family unit is being transported;

- (iii) ensure compliance with all applicable Occupational Health and Safety Laws and the National Fatigue Management Guidelines; and
 - (iv) ensure that the driver is not simultaneously tasked with the duties of Escort, regardless of the outcome from the People in Detention Transport and Escort Security Risk Assessment(s).
- (c) Where qualified, drivers and Escorts may swap duties at a rest stop provided that the Service Provider ensures there is clear definition of which person has which role at all times.
- (d) The Department may stipulate the number and composition of driver and Escorts for a transport and Escort task when the Department assesses the risks are high or extreme.

1.15 Screens and Searches of People in Detention

- (a) The Service Provider must:
- (i) screen each Person in Detention before that Person in Detention is moved on a transport and Escort task;
 - (ii) search each Person in Detention when People in Detention are Transferred from an initial point of Immigration Detention; and
 - (iii) ensure that screens and searches of People in Detention are in accordance with the Detention Services Manual (see **Schedule 16** (Legislation and Commonwealth Policies)).

1.16 Transport Vehicle Drivers

- (a) The Service Provider must ensure all Transport Vehicle drivers:
- (i) are Service Provider Personnel, or have been approved by the Department Regional Management;
 - (ii) are fit to undertake their duties;
 - (iii) conduct themselves in a professional manner, and respect the human rights, dignity and privacy of People in Detention in accordance with the Immigration Detention Values and the Code of Conduct;
 - (iv) hold a current drivers licence applicable to the Transport Vehicle being used on the transport and Escort task;
 - (v) are briefed with any specific Department instructions;
 - (vi) hold an Aviation Security Identification Card and an airside driver's licence where applicable;
 - (vii) hold a Maritime Security Identification Card where applicable; and

- (viii) are dressed and equipped appropriately to the nature of the task (noting that Service Provider Personnel should not usually wear uniforms for Programs and Activities related transport and Escort tasks).

1.17 Escorts

- (a) The Service Provider must ensure all Service Provider Personnel tasked with escorting People in Detention:
 - (i) carry required travel documents;
 - (ii) conduct themselves in a professional manner and respect the human rights, dignity and privacy of People in Detention in accordance with the Immigration Detention Values and the Code of Conduct;
 - (iii) are trained in accordance with applicable Laws and standards, and any Department instructions;
 - (iv) are fit to undertake their duties;
 - (v) are dressed and equipped appropriately to the nature of the task (noting that Service Provider Personnel would not usually wear uniform for Programs and Activities related transport and Escort tasks);
 - (vi) comply with the Aviation Transport Security Regulations when required to escort People in Detention by air;
 - (vii) hold an Aviation Security Identification Card when required to enter airport restricted areas;
 - (viii) hold a Maritime Security Identification Card when required to enter restricted areas at a seaport; and
 - (ix) hold current Control and Restraint certification in accordance with applicable Law.
- (b) Where custody of a Person in Detention is being Transferred to another service provider, the Service Provider must take all reasonable measures to inform the service provider who is taking custody of the Person in Detention of all relevant information about the Person in Detention.

1.18 Using Restraints on People in Detention

- (a) The Service Provider must not use restraints (other than seatbelts) on People in Detention during a transport and Escort task, unless:
 - (i) the Person in Detention is attempting to escape;
 - (ii) the Person in Detention is at risk of causing injury to themselves or others;

- (iii) the Person in Detention is damaging property; or
 - (iv) the Department Regional Management has otherwise approved the use of restraints as part of a People in Detention Security Transport and Escort Risk Assessment process.
- (b) The Service Provider must ensure that:
- (i) the use of restraints by Service Provider Personnel is, at all times, in accordance with the requirements set out in **Section 2.2.4** (Security Services) of **Schedule 2** (Statement of Work); and
 - (ii) all instances where restraints are used on a Person in Detention are reported to the Department Regional Management in accordance with the Critical Incident reporting requirements set out in **Section 2.2.3** (Business Services and Continuous Improvement) of **Schedule 2** (Statement of Work).
- (c) Service Provider Personnel conducting Escorts may only use restraints that have been approved by the Department as set out in **clause 3.8** of **Section 2.2.4** (Security Services).

1.19 Digital Record

- (a) The Service Provider must digitally record an audio and visual Record of all Transport and Escort tasks involving a "High" or "Extreme" risk Person in Detention.
- (b) Where such recordings have been made, the Service Provider must within one hour of completing the Transport and Escort task:
 - (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 were involved; and
 - (iii) provide the original recording to the Department.

1.20 Recording Transport and Escort Tasks

- (a) The Service Provider must:
 - (i) record any Incidents or significant events that occurred, including the use of force or restraints and any follow up action, within one hour of completion;
 - (ii) record the other details of each transport and Escort task within 24 hours of completion including:
 - (A) the purpose of the trip;

- (B) any part (greater than two kilometres in total) of the entire trip during which there were no People in Detention carried as passengers during that part of the trip;
 - (C) compliance or otherwise with all items in the operational order;
 - (D) the reason for and location of any stops made;
 - (E) any requests or complaints from People in Detention, and the actions taken by Service Provider Personnel;
 - (F) the time of Transfer if a Person in Detention was Transferred into or from the Service Provider's custody;
 - (G) total distance travelled; and
 - (H) the time and number of hours that any Escorts are rostered on duty to undertake the Operational Order;
- (iii) use the Department's nominated information technology system to record the movement details of each transport and Escort task; and
 - (iv) have in place data integrity and quality procedures and a reporting quality assurance framework to ensure the timely and accurate reporting of the transport and Escort task.
- (b) For the purposes of this **clause 1.20** of **Section 2.2.5** (Transport and Escort Services), a transport and Escort task is complete once the Service Provider has performed the transport and Escort task in accordance with the Operational Order for that task.



Australian Government
Department of Immigration and Citizenship

Detention Services Contract
Immigration Detention Centres

SCHEDULE 2.3

CONTINGENCY REQUIREMENTS

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PHILOSOPHY

The Department is seeking to operate the Detention Services Network in the most efficient and effective manner consistent with delivering Services to People in Detention in accordance with the Immigration Detention Values. The Department needs the flexibility to Transfer People in Detention between Facilities and to deactivate and reactivate Facilities at short notice to manage variations in demand.

1. **Contingency Framework**

1.1 Facilities may have the status as Operational, Hot Contingency, or Contingency:

- (a) **Operational Facility:** a Facility which contains People in Detention (which may be receiving services that range from Basic Services to the full scope of Services), or which is ready to receive People in Detention (following notice from the Department), in relation to which the Service Provider may be required to "ramp-down" to:
 - (i) Hot Contingency status; and
 - (ii) Contingency status.
- (b) **Hot Contingency status Facility:** a Facility which the Department notifies the Service Provider as being Hot Contingency and which contains no People in Detention, but in relation to which the Service Provider is required to provide Care Taker Services and maintain a level of operational readiness in order to "ramp-up", following notice from the Department and within the timeframe specified, to Operational status.
- (c) **Contingency status Facility:** a Facility which has been deactivated or not previously activated, and contains no People in Detention, but in relation to which the Service Provider is required to provide Care Taker Services and may be required to "ramp-up", following notice from the Department and within the timeframe specified, to:
 - (i) Hot Contingency status; and
 - (ii) Operational status.

1.2 There are three levels of Services provided to Facilities, depending on their status:

- (a) **Care Taker Services** (refer **clause 3** of this **Schedule 2.3** (Contingency Requirements)) for Facilities with Contingency status that do not have any People in Detention;
- (b) **Basic Services** (refer **clause 4** of this **Schedule 2.3** (Contingency Requirements)) for Operational Facilities that have been activated and contain People in Detention (before the full scope of Services can be established); and
- (c) **full scope of Services** (all Services set out in **Schedule 2** (Statement of Work) for Facilities that are Operational or following ramp-up from Basic Services for Facilities that have been activated.

1.3 The Service Provider must manage Contingency Facilities and Hot Contingency Facilities by providing Care Taker Services:

- (a) at the minimum level of service delivery required to preserve the value of the Facility (including any Department Assets); and
- (b) to allow for reactivation consistent with the Facility's status.

2. Contingency Requirements

- 2.1 The Service Provider must provide the Department with the operational flexibility to activate, deactivate and reactivate Facilities to respond to major changes in the number of People in Detention.
- 2.2 The Service Provider must provide Care Taker Services for all Contingency and Hot Contingency Facilities, and ramp-up to Basic Services within the required timeframes following receipt of notice from the Department that a Facility has been activated/reactivated.
- 2.3 The Service Provider may, at the direction of the Department, be required to progressively add services until the full scope of Services is being delivered at the Facility (within the timeframes set out below).
- 2.4 The Service Provider must provide sufficient trained and experienced Personnel to deliver Care Taker Services, Basic Services, and the full scope of Services, at the nominated Facilities within the timeframes required by the Department.

3. Care Taker Services

- 3.1 Care Taker Services include all services described in:
 - (a) **Section 2.2.2** (Facilities Management and Support Services) other than **clause 3** of **Section 2.2.2** (Facilities Management and Support Services) for Mainland Centres; and
 - (b) **Section 2.2.2A** (Christmas Island Facilities Management and Support Services) other than **clause 3** of **Section 2.2.2A** (Christmas Island Facilities Management and Support Services) for Christmas Island Sites.
- 3.2 The Service Provider must ensure Service Provider Personnel are on-site at all times at each Facility that is in Contingency or Hot Contingency.
- 3.3 The Service Provider must develop and implement a Care Taker Facility Management Plan for each Contingency Facility and Hot Contingency Facility, which:
 - (a) includes details of how the Service Provider must manage the Facility;
 - (b) includes details of how the Service Provider must provide the Care Taker Services at the Facility;

- (c) is provided to the Department for approval prior to implementation; and
- (d) reviewed annually.

3.4 The Service Provider must provide:

- (a) monthly report to the Department on the status and condition of each Contingency Facility and Hot Contingency Facility; and
- (b) copies of all audits conducted on Contingency Facility and Hot Contingency Facilities.

4. **Basic Services**

4.1 Basic Services include:

- (a) all Services described in **Section 2.2.1** (People in Detention Services) of under the following clauses:
 - (i) **Clause 1.1** (General);
 - (ii) **Clause 1.2** (Communication Services);
 - (iii) **Clause 1.3** (Visa Application Forms and Statutory Declarations);
 - (iv) **Clause 1.4** (Complaints Management);
 - (v) **Clause 1.7** (Visitor Management);
 - (vi) **Clause 1.9** (Individual Allowance Program);
 - (vii) **Clause 1.11.1** (Facility Shop and Special Buys);
 - (viii) **Clause 2** (Reception, Transfer, Accommodation and Discharge of People in Detention);
 - (ix) **Clause 3** (Individual Management); and
 - (x) **Clause 4** (Property of People in Detention);
- (b) for Mainland Centres, all Services described in **Section 2.2.2** (Facilities Management and Support Services) under the following clauses:
 - (i) **Clause 1** (Management of Assets);
 - (ii) **Clause 2** (Maintenance of Assets);
 - (iii) **Clause 3** (Catering);

- (iv) **Clause 4** (Cleaning Services);
 - (v) **Clause 6** (Occupational Health and Safety); and
 - (vi) **Clause 7** (Management of Emergencies);
- (c) for Christmas Island Sites, all services described in **Section 2.2.2A** (Christmas Island Facilities Management and Support Services) under the following clauses:
- (i) **Clause 1** (Management of Assets);
 - (ii) **Clause 2** (Maintenance of Assets);
 - (iii) **Clause 3** (Catering);
 - (iv) **Clause 4** (Cleaning Services);
 - (v) **Clause 6** (Occupational Health and Safety); and
 - (vi) **Clause 7** (Management of Emergencies);
- (d) all Services described in **Section 2.2.3** (People in Detention Services) under the following clauses:
- (i) **Clause 3** (Human Resource Management);
 - (ii) **Clause 5** (Contract and Relationship Management);
 - (iii) **Clause 6** (Records Management);
 - (iv) **Clause 7.5** (Capture of Biometric Data);
 - (v) **Clause 8** (Incident Management);
 - (vi) **Clause 10** (Reporting of Service Delivery); and
 - (vii) **Clause 12** (Stores);
- (e) for Centres, all Services described in **Section 2.2.4** (Security Services) under the following clauses:
- (i) **Clause 1** (Delivery of Security Services);
 - (ii) **Clause 2** (Entry Control); and
 - (iii) **Clause 3** (Centre Security);

- (f) for Christmas Island APODs, all Services described in **Section 2.2.4A** (Christmas Island APOD Security Services) under the following clauses:
 - (i) **Clause 1** (Delivery of Security Services);
 - (ii) **Clause 2** (Entry Control); and
 - (iii) **Clause 3** (Christmas Island APOD Security); and
- (g) all Services described in **Section 2.2.5** (Transport and Escort Services) under the following clauses:
 - (i) **Clause 1** (Transport and Escort of People in Detention).

5. Ramp up to Operational Status from Contingency Status

- 5.1 The Service Provider must move a Facility from Contingency status to Operational status, and deliver Basic Services, within six weeks of the Department notifying the Service Provider of the requirement to activate a Contingency Facility.
- 5.2 For a Facility being activated, the Service Provider must develop and implement a Facility Activation Plan, to be approved by the Department prior to commencement of the activation process, which includes details of how the Service Provider must:
 - (a) activate the Facility;
 - (b) obtain supplies and services for the Facility; and
 - (c) obtain personnel to manage the Facility and provide Services.
- 5.3 The Service Provider must deliver the full scope of Services set out in **Schedule 2** (Statement of Work) for a Contingency Facility within 12 weeks of the Department notifying the Service Provider of the requirement to activate the Contingency Facility.

6. Ramp up to Operational Status from Hot Contingency Status

- 6.1 Hot Contingency status is a heightened level of preparedness above Contingency Status. In addition to providing Care Taker Services, the Service Provider must provide the capacity for each Hot Contingency Facility to become Operational and deliver Basic Services.
- 6.2 The Service Provider must move a Facility from Hot Contingency status to Operational status and deliver Basic Services within 24 hours of the Department notifying the Service Provider of the requirement to activate any Hot Contingency

Facility other than Christmas Island Immigration Detention Centre (Northwest Point).

- 6.3 The Service Provider must move from Hot Contingency status to Operational status and deliver Basic Services within 72 hours of the Department notifying the Service Provider of the requirement to activate Christmas Island Immigration Detention Centre (Northwest Point).
- 6.4 The Service Provider must deliver the full scope of Services set out in **Schedule 2** (Statement of Work) for the operational capacity of a Mainland Centre within six weeks of the Department notifying the Service Provider of the requirement to activate the Hot Contingency status Facility.
- 6.5 The Service Provider must deliver the full scope of Services set out in **Schedule 2** (Statement of Work) for the Operational Capacity of a Christmas Island Site within three weeks of the Department notifying the Service Provider of the requirement to activate the Hot Contingency status Facility.
7. **Facility Deactivation**
- 7.1 The Department will provide three months notice of a decision to deactivate a Facility to Contingency status.
- 7.2 The Department will endeavour to provide six weeks notice in respect of a decision to move an Operational Facility to a Hot Contingency status.
- 7.3 The Department is not required to provide any notice where a Facility is moved to Hot Contingency status by the Department when there are no People in Detention at that Facility.
- 7.4 The Service Provider must manage the deactivation of Operational Facilities that the Department determines will be maintained as Contingency Facilities or Hot Contingency Facilities.
- 7.5 When notified by the Department that a Facility will be deactivated to Contingency status, the Service Provider must take all actions required to Transfer or Discharge any remaining People in Detention in accordance with the Department's instructions. The Service Provider must reduce the level of Services provided at the Facility to Care Taker Services within three months of notification by the Department or the Transfer or Removal of the last Person in Detention, whichever is later.
- 7.6 Where the Department notifies the Service Provider that a Facility will be deactivated to Hot Contingency status the Service Provider must reduce the level of Services provided at the Facility to Care Taker Services within six weeks.

- 7.7 For a Facility being deactivated, the Service Provider must develop and implement a Facility Deactivation Plan, to be approved by the Department prior to commencement of the deactivation process, which includes details of how the Service Provider must:
- (a) deactivate the Facility;
 - (b) manage Records, including People in Detention Records; and
 - (c) reduce and/or redeploy Service Provider Personnel.



Australian Government

Department of Immigration and Citizenship

**Detention Services Contract
Immigration Detention Centres**

**SCHEDULE 3
PARTNERING CHARTER**

PARTNERING CHARTER

DATE *[insert execution date]*

PARTIES

Commonwealth of Australia acting through and represented by the Department of Immigration and Citizenship of 6 Chan Street Belconnen, ACT, ABN 33 380 054 835
(Department)

Serco Australia Pty Limited of Level 10, 90 Arthur St, North Sydney NSW 2060, ABN 44 003 677 352 **(Service Provider)**

[name of the Immigration Residential Housing / Immigration Transit Accommodation Service Provider] [ABN/ACN/ARBN] *[number]*

International Health and Medical Services Pty Limited of Level 5, Challis House, 4 Martin Place Sydney, NSW 2000, ABN 40 073 811 131 **(Health Services Manager)**

RECITALS

- A. The Service Providers have each entered into Contracts with the Department.
- B. The Parties acknowledge that implementation of the Immigration Detention Values is a key objective of each of the Contracts, and that a key aspect of the Immigration Detention Values is the provision of a broad range of services to People in Detention in a seamless manner.
- C. For each Service Provider to be able to fully and effectively provide the services which it is contracted to perform, and "operationalise" the Immigration Detention Values, each Service Provider will require the cooperation of the Parties.
- D. The Parties are committed to delivering focused and quality services to People in Detention in a seamless manner which:
 - i. discharges the Parties respective duties of care;
 - ii. facilitates end to end case management and minimises adverse impacts on People in Detention;
 - iii. promotes a healthy environment and supportive culture; and
 - iv. provides appropriate amenities to People in Detention within the parameters of the Contracts.
- E. The Parties understand that by working together they can solve problems and maximise opportunities.

- F. The Parties recognise the importance of a partnering relationship based on shared values and mutual trust and commitment with an overriding concern for the well-being of People in Detention.

OPERATIVE PROVISIONS

2. Interpretation

2.1 Definitions

In this Partnering Charter:

Contracts means each of the contracts entered into by the Service Providers with the Department to provide services to the Detention Services Network and/or People in Detention.

Department means the Commonwealth represented by the Department of Immigration and Citizenship.

Immigration Detention Values means the seven values that underpin the Australian Government's immigration detention policy and the management of People in Detention.

Parties means the Department, Serco Australia Pty Limited, [*insert name of the Immigration Residential Housing / Immigration Transit Accommodation Service Provider*] and International Health and Medical Services Pty Limited.

People in Detention means any person(s) who is receiving or having the benefit of services whilst in Immigration Detention.

Service Providers means the each of the Parties to this Partnering Charter other than the Department.

3. Partnering Principles

3.1 The Parties must:

- i. co-operate to the fullest extent practicable to achieve the objectives of the Contracts as underpinned by the Immigration Detention Values;
- ii. deliver high quality outcomes by ensuring staff are well-trained and supported;
- iii. respect each other and People in Detention and to be fair and reasonable in all dealings;
- iv. be sensitive to People in Detention with special needs;
- v. create and maintain an environment of openness and transparency in which information sharing is encouraged and facilitated (subject to any limitations specified in the Contracts);
- vi. avoid or mitigate conflicts and resolve disputes in a timely and reasonable manner;

- vii. regularly review service delivery, identify areas of improvement and implement processes for change;
 - viii. be alert to possible Incidents which may cause harm or damage to any Person in Detention, staff or the place of detention, and be proactive in sharing such information with other Service Providers (subject to any limitations specified in the Contracts); and
 - ix. be responsive to feedback and other information provided by the Department, People in Detention and Stakeholders.
- 3.2 The Parties acknowledge that adherence to the spirit of this Charter will be linked to the Incentive Indicator Metrics under the Contract.

Executed by the Parties as an agreement on the date set out above.

Signed for and on behalf of
Commonwealth of Australia
By:

Signature

Signature of Witness

Name of Witness in full

EXECUTED by **Serco Australia Pty Limited:**

Signature of director

Signature of director/secretary

Name

Name

EXECUTED by **International Health and Medical Services Pty Limited:**

Signature of director

Signature of director/secretary

Name

Name

EXECUTED by [*name of Immigration Residential Housing / Immigration Transit Accommodation Service Provider*]:

Signature of director

Signature of director/secretary

Name

Name



Australian Government

Department of Immigration and Citizenship

**Detention Services Contract
Immigration Detention Centres**

**SCHEDULE 4.1
PERFORMANCE MANAGEMENT MANUAL**

CONTENTS

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1. INTRODUCTION & PURPOSE

1.1 Purpose

The purpose of this Performance Management Manual (**Manual**) is to outline the performance framework applicable to the Contract. This Manual describes how "superior" performance of the Services by the Service Provider will be identified and rewarded by the operation of the Incentive regime (refer **Clause 3**), and how "deficient" performance in service delivery will be identified and managed through the operation of the Abatement regime (refer **Clause 4**).

For both regimes, the Service Provider's performance will be measured and assessed via a set of Indicator Metrics that are targeted and focused on key service delivery areas identified by the Department as fundamental to the performance of the Contract. This Manual describes the processes by which the Service Provider's performance will be assessed, measured and reported against the Incentive Indicator Metrics and Abatement Indicator Metrics. This Manual also describes the methodology that applies to adjust the Detention Services Fee in response to the Service Provider's assessed level or standard of performance of the Services.

1.2 Key Objectives

The key objectives of the performance management regime described in this Manual are to achieve a performance based arrangement that:

- (a) appropriately focuses and targets the Service Provider's performance of the Services on the achievement of the Department's vision, values, strategy and objectives as reflected in the Immigration Detention Values and as set out in **Schedule 2** (Statement of Work);
- (b) ensures the Department achieves value for money in the performance of the Services by creating a regime that is financially responsive to variations in service standards or levels and ensures the Department pays for the quality and level of service actually delivered by the Service Provider;
- (c) assists the Department to appropriately allocate and manage the risks associated with performance of the Services; and
- (d) promotes a culture of continuous improvement in the performance of the Services through the regular and ongoing review and adjustment of the operation of the Abatement Indicator Metrics, and the recognition and reward of superior service through the annual process of setting and re-setting relevant Incentive Indicator Metrics.

2. OVERVIEW OF PERFORMANCE MANAGEMENT FRAMEWORK

2.1 Indicator Metrics

- (a) The set of Indicator Metrics used to measure and assess the Service Provider's performance comprises quantifiable performance measures that allow the Department to objectively monitor and measure the Service Provider's performance in key service delivery areas. As discussed in **clause 3** and **clause 4**, these metrics have been set to align with the Department's strategic business objectives and priorities as reflected in the Immigration Detention Values and the Contract.
- (b) The performance framework for the Contract is built around two types of Indicator Metrics:
 - (i) **Incentive Indicator Metrics** – these metrics provide criteria for measuring superior performance by the Service Provider over and above the relevant stated Contract requirement. These metrics are inputs into the Incentive regime further described in **Clause 3**.
 - (ii) **Abatement Indicator Metrics** – these metrics measure performance of the Service Provider against a minimum specified threshold of performance for certain key service delivery areas and, in this way, identify areas of "deficient" service delivery. The Abatement Indicator Metrics are inputs to the Abatement regime further described in **Clause 4**.

2.2 The Base Period

- (a) During the Base Period, the Service Provider is required to monitor, measure and report on its performance against the Abatement Indicator Metrics in accordance with this Manual, but will not receive any decrease in the Detention Services Fee (through the application of an Abatement) as a result of reduced standards of performance during the Base Period.
- (b) Following expiry of the Base Period, the Parties will review the Service Provider's performance against the Abatement Indicator Metrics. This review will occur at the first Performance Review Meeting of the Parties following expiry of the Base Period (refer **clause 6.4**). This meeting will be held within one month of the end of the Base Period and will provide the Parties with an opportunity to propose and discuss possible refinements to the operation of the Abatement Indicator Metrics with a view to improving the operation and effectiveness of the Abatement regime.

3. OVERVIEW OF INCENTIVE METRICS

3.1 Incentive Regime

- (a) The Incentive regime for the Contract is aimed at recognising and rewarding the Service Provider for superior performance in the delivery of the Services.
- (b) Superior performance by the Service Provider against the Incentive Indicator Metrics will be measured and assessed on an annual basis. The Service Provider's performance against the Incentive Indicator Metrics will be assessed by the Service Excellence Review Team.
- (c) The Service Provider will be rewarded, in accordance with this Manual, for any superior performance against the Incentive Indicator Metrics during the relevant 12 month period via payment of an Incentive at the end of the 12 month period.
- (d) The Incentive regime operates separately from the Abatement regime. It is possible for the Service Provider to receive both Abatements and Incentives within the same 12 month period.

3.2 Incentive Metrics

- (a) The Incentive Indicator Metrics are central to identifying and measuring superior performance by the Service Provider in the delivery of Services. These include metrics broadly grouped under any or all of the following four categories:
 - (i) openness in dealings;
 - (ii) amenities;
 - (iii) service excellence; and
 - (iv) Immigration Detention Values generally, and in particular:
 - (A) detention that is indefinite or otherwise arbitrary is not acceptable and the length and conditions of detention, including the appropriateness of both the accommodation and the services provided, would be subject to regular review;
 - (B) People in Detention will be treated fairly and reasonably within the law; and
 - (C) conditions of detention will ensure the inherent dignity of the human person.
- (b) Prior to the end of the Base Period, the Department and the Service Provider will develop and agree an Immigration Detention Values Maturity Table

that will be used to measure the performance of the Service Provider against the Incentive Indicator Metrics.

- (c) Each Incentive Indicator Metric will comprise up to five levels of maturity. Level one for each Incentive Indicator Metric represents the baseline performance (being the performance level required under the Contract). Level one is not considered superior performance by the Service Provider. Performance at maturity levels two through to five represents maturing levels of superior performance, over and above the Contract requirements.
- (d) Demonstrated performance against any Incentive Indicator Metric at any of the maturity levels two to five will qualify the Service Provider for payment of an Incentive. The amount of the Incentive payable to the Service Provider may increase with the actual level of performance achieved by the Service Provider in respect of each metric (refer further **clause 3.7**).

3.3 Setting of Incentive Indicator Metrics

- (a) To assist with the process of developing and agreeing suitable Incentive Indicator Metrics, the Service Provider will be required to address Incentive Indicator Metrics in the Business Services Plan that it prepares and submits to the Department under **Section 2.2.3** (Business Services) of **Schedule 2** (Statement of Work). In preparing this plan, the Service Provider will be required to populate the Incentives template table (and include sufficient explanatory text) proposing Incentive Indicator Metrics for the Department's consideration and/or refinements to any previously agreed Incentive Indicator Metric. The completed table is to be included in each draft Business Services Plan provided annually to the Department under the heading "Proposed Incentive Indicator Metrics".
- (b) Any Incentive Indicator Metric (or a change to such metric) proposed by the Service Provider in a draft Business Services Plan will be discussed by the Parties at the annual performance review meeting conducted in accordance with **clause 6.4**.
- (c) Separately from the annual Business Services Plan process, the Department may independently propose possible Incentive Indicator Metrics, or changes to any existing metric, for discussion with the Service Provider. This discussion will generally occur at the next scheduled annual Performance Review Meeting.
- (d) Any Incentive Metric Indicator (or change to a metric) that is proposed by a Party will not become operative for the purposes of the Incentive regime until the metric or change is formally agreed by the Parties and included in the Business Services Plan that is approved by the Department under **Section 2.2.3** (Business Services) of **Schedule 2** (Statement of Work).

3.4 Initial Incentive Indicator Metrics

The Parties will develop the initial set of Incentive Indicator Metrics during the Base Period. The Department anticipates that the initial set of Incentive Indicator Metrics will be finalised at (or shortly after) the first performance review meeting that is held following expiry of the Base Period. The initial set of Incentive Indicator Metrics will apply for a period of 12 months from the date the Initial Indicator Metrics are agreed by the Parties.

3.5 Re-setting and Review of Incentive Indicator Metrics

- (a) Incentive Indicator Metrics agreed by the Parties will be jointly reviewed and adjusted (if necessary) by the Parties on an annual basis at the performance review meeting held in accordance with **clause 6.4**.
- (b) Details of any proposed change to an Incentive Indicator Metric are to be included in the draft Business Services Plan prepared by the Service Provider each year (refer **clause 3.3**).
- (c) The agreed Incentive Indicator Metrics for each 12 month period will be documented in the Business Services Plan that is updated by the Service Provider and approved by the Department in accordance with **Section 2.2.3** (Business Services and Continuous Improvement) of **Schedule 2** (Statement of Work).

3.6 Assessment of Performance

- (a) As part of agreeing the Incentive Indicator Metrics the Parties will agree the process and methodology for measuring and assessing the Service Provider's performance against the agreed Incentive Indicator Metric.
- (b) The agreed method of assessment will be documented in the Business Services Plan.

3.7 Service Excellence Review Team

- (a) The Service Excellence Review Team will be led by an independent Third Party Assessor and will assess the Service Provider's performance against the Incentive Indicator Metrics.
- (b) The Department will obtain and pay for the services of an independent Third Party Assessor for each Facility, for the purpose of leading the Service Excellence Review Team. The Third Party Assessor will be appointed through a formal procurement process.
- (c) The Service Excellence Review Team will consist of, at a minimum:
 - (i) Third Party Assessor;
 - (ii) Department Representatives; and

- (iii) Service Provider representatives.
- (d) The Service Provider will be required to provide resources to support the Service Excellence Review Team and assist in compiling or providing any information required by the Third Party Assessor and the Service Excellent Review Team.
- (e) The Third Party Assessor will be rotated on an annual or a biannual basis from a pool of candidates including local community groups, non-profit organisations, individuals identified by the Immigration Detention Advisory Group, and the Department contractors. The purpose of such a rotation is two-fold:
 - (i) to allow a wide degree of input from a number of Stakeholders in order to gain greater Stakeholder participation and transparency to Facility operations; and
 - (ii) to provide further opportunities for continuous improvement and to help identify additional issues and concerns that may be less apparent to representatives working at the Facilities on a daily basis.
- (f) For consistency and reliability in reporting, the Third Party Assessor will visit the same Facility in order to obtain a thorough understanding of the service environment and to better ascertain the qualitative score.
- (g) The Service Excellence Review Team will meet on a six monthly basis to review the Service Provider's performance against the agreed Incentive Indicator Metrics.
- (h) If the Service Excellence Review Team determines that a Service Provider is performing at a level higher than baseline expectations then an Incentive payment will be due to the Service Provider in accordance with this Manual.
- (i) All Service Excellence Review Team recommendations are subject to Departmental approval prior to an Incentive being paid to the Service Provider. It is at the Department's discretion as to whether they accept the recommendation of the Service Excellence Review Team.
- (j) In the event that the Department sets aside the recommendation of the Service Excellence Review Team, detailed reasons for this decision will be provided to the Service Excellence Review Team and the Service Provider.
- (k) The Service Excellence Review Team will be required to develop an assessment approach which provides a fair, acceptable, repeatable methodology for subjective assessment prior to commencing a review. The assessment approach will be developed after consultation with the Department and the Service Provider. The Service Excellence Review Team may not commence its assessment without the approach being approved by the Department and the Service Provider.

3.8 Calculation of Incentive Payments

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4. OVERVIEW OF ABATEMENT INDICATOR METRICS

4.1 Overview

- (a) The Abatement regime is integral to the Department achieving value for money in the performance of the Services. Value for money requires that the Service Provider perform the Services, to the agreed performance levels, for the agreed Detention Services Fee. The Abatement regime provides a framework for adjusting the Detention Services Fee if the Service Provider fails to meet the minimum performance levels required under the Contract.

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4.2 Abatement Indicator Metrics

- (a) Central to the Abatement regime are the 12 Abatement Indicator Metrics shown in **Figure 2**. Each Abatement Indicator Metric is composed of one or more detailed Abatement Indicator Metrics. These metrics represent a set of specific, measurable, attainable, realistic and time-bound components of the key service requirements of the Contract. **Annexure A** (Abatement Indicator Metric Definition) to this Manual further describes the method, process and information sources that will be used by the Parties to measure

and assess the Service Provider's performance against the detailed Abatement Indicator Metrics (see also **clause 4.4**).

- (b) Each detailed Abatement Indicator Metric is assigned a weighting (totalling 100% across all metrics) that reflects the relative importance of each metric to the Department. This weighting represents, subject to **clause 4.1(b)**, the maximum proportion of the Detention Services Fee that can be abated as a result of the Service Provider's failure to meet the minimum specified performance threshold for the metric.
- (c) In accordance with **Annexure A** (Abatement Indicator Metric Definition), the Abatement calculation for most of the detailed Abatement Indicator Metrics is done on a Monthly basis. There are, however:
 - (i) three detailed Abatement Indicator Metrics where the Abatement calculation is made Quarterly; and
 - (ii) one detailed Abatement Indicator Metric where the Abatement calculation is made six Monthly.
- (d) The Service Provider is not entitled to receive any 'credit' or 'set-off' for performance that exceeds the minimum performance threshold for any metric.

4.3 Abatement Indicator Metrics

Figure 2 (Summary of Abatement Indicator Metrics) sets out the Abatement Indicator Metrics, and the corresponding detailed Abatement Indicator Metrics, for the Contract. This table also shows the weighting that has been assigned to each detailed Abatement Indicator Metric.

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Figure 2 - Summary of Abatement Indicator Metrics

4.4 Abatement Indicator Metric Definition

- (a) **Annexure A** (Abatement Indicator Metric Definition) to this Manual further defines the detailed Abatement Indicator Metrics referred to in **Figure 2**. For each detailed Abatement Indicator Metric, **Annexure A** (Abatement Indicator Metric Definition) describes what is being measured, how frequently this measurement occurs, how and when the Service Provider's performance is measured, who has responsibility for measuring performance, the data sources used to verify performance, and the frequency and basis for reporting performance against the metric. In relation to each metric, **Annexure A** (Abatement Indicator Metric Definition) presents this information in the form of the table shown at **Figure 3** (Format of Abatement Metric Definition) below.

Description	
What is measured	Defines the Detailed Abatement Indicator Metric
Contract requirement	References the relevant clause of the Statement of Work or other contract schedule containing the requirement being measured by the metric
Scope/application	Describes the scope of the Services covered by the metric
Metric Weighting	Describes the weighting (as a percentage) allocated to the metric
Measurement Methodology	
Measurement / Monitoring points	Identifies where or when the measurement is carried out
Frequency of Performance Measurements	Specifies the frequency at which the Service Provider's performance against the metric is assessed
Abatement Scale	Defines the scale that is used to determine the Abatement percentage for that metric
Data verification sources/ methods	Identifies the key source(s) of the information used to verify and calculate performance against the metric. Any other sources of information that are relevant may be used by the Service Provider, the Joint Facility Audit Team or the Department
Measurement responsibility	Identifies who is responsible for measuring the Service Provider's performance against the metric
Frequency of Performance Reporting	Details how often the metric is to be reported to the Department and any special reporting requirements (in addition to the reporting requirements described in section 6 of the Manual)
Special Requirements	Identifies any special requirements that are considered, or must be done, in the measurement of the Service Provider's performance against the metric

Figure 3 - Format of Abatement Metric Definition

4.5 Measurement and Assessment of Performance

(a) **Annexure A** (Abatement Indicator Metric Definition):

- (i) describes how and when the Service Provider's performance will be measured and assessed against each detailed Abatement Indicator Metric; and
- (ii) identifies who is responsible for measuring the Service Provider's performance against each detailed Abatement Indicator Metric (in most cases this is the Service Provider, with oversight from the Joint Facility Audit Team).

- (b) A performance failure is triggered for an Abatement Indicator Metric if the Service Provider's actual performance during the relevant measurement period does not meet the level of performance required for that Abatement Indicator Metric (**Performance Failure**).
- (c) For detailed Abatement Indicator Metrics where the assessment of performance requires a calculation that measures the difference in time between two events occurring, it will sometimes be the case that events 1 and 2 occur during different measurement periods. Where this occurs, the measurement period in which the calculation should be made is the measurement period in which event 2 took place.
- (d) If a Performance Failure occurs for any Abatement Indicator Metric, an Abatement applies with respect to that metric. **Clause 5** describes the methodology and process for calculating the amount of that Abatement.

4.6 Calculation of Monthly, Quarterly and Six Monthly Abatement Indicator Metrics

- (a) Most of the detailed Abatement Indicator Metrics are measured and calculated monthly. Some of the detailed Abatement Indicator Metrics are, however, calculated Quarterly or six monthly.
- (b) In months where not all detailed Abatement Indicator Metrics are calculated, the overall calculation for determining the total amount of any Abatement will not include these metrics.
- (c) In months where Quarterly (and six monthly) detailed Abatement Indicator Metrics are calculated, the overall calculation for determining the total amount of any Abatement will include all metrics.

4.7 Joint Facility Audit Team

- (a) The Department Regional Management will lead a Joint Facility Audit Team for each Facility and may delegate the role of undertaking performance measurements to Department Personnel at the Facility on occasion, provided that the Personnel selected have appropriate training regarding the service area to be assessed and training on completing the performance measurement.
- (b) The Joint Facility Audit Team will undertake an assessment of the Service Provider's performance against those detailed Abatement Indicator Metrics that the Joint Facility Audit Team is responsible for assessing.
- (c) The Department and the Service Provider acknowledge that these joint audits conducted by the Joint Facility Audit Team are designed to encourage open communication, real-time feedback, and timely management of performance issues.
- (d) The Department Regional Management will, following input from the Service Provider, have the final determination of the performance score for

each detailed Abatement Indicator Metric where the Joint Facility Audit Team is responsible for assessing or endorsing the Service Provider's performance.

4.8 Application of Abatements at Facilities of Varying Operational Status

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5. CALCULATION OF ABATEMENTS

5.1 General

- (a) This section describes the methodology for calculating any Abatement and its application to the Detention Services Fee.

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6. PERFORMANCE REPORTING AND REVIEW

6.1 Overview

- (a) This **clause 6** describes the Service Provider's monthly and annual performance reporting obligations. It also describes the planned annual reviews that the Parties will jointly undertake of the Service Provider's performance and the operation of the Incentive and Abatement Indicator Metrics.
- (b) In order to comply with the reporting requirements set out in this **clause 6**, the Service Provider must monitor, measure and record its performance against **Annexure A** (Abatement Indicator Metrics Definition) (and as elsewhere required by this Manual). Under the Contract, the Service Provider is required to provide the Department with access to any source data, documents, information or other material that the Service Provider generates and maintains for this purpose.

6.2 Monthly Performance Reporting and Assessment

- (a) The Service Provider must prepare and submit a Service Provider Monthly Performance Report to the Joint Facility Audit Team that details the Service Provider's performance against the Abatement Indicator Metrics for that Facility. These reports must be in the form approved by the Department and provided to the Joint Facility Audit Team within 10 Business Days after the first day of each month.
- (b) If the Service Provider does not provide the Service Provider Monthly Performance Report with details, and within the timeframes, required by this **clause 6**, the Department may withhold payment of the Detention Services Fee for the relevant Facility for up to 10 Business Days after the date on the Joint Centre Audit Team submits the Overall Monthly Performance Report to the Department (refer **clause 6.2(e)**).
- (c) The Service Provider Monthly Performance Report must contain the following information:
 - (i) details of the Service Provider's performance against each detailed Abatement Indicator Metric;
 - (ii) for each instance of Performance Failure against a detailed Abatement Indicator Metric, the following information should be provided in the Service Provider Monthly Performance Report under the heading of each Abatement Indicator Metric:
 - (A) details of any performance failures for the month under review, including an explanation from the Service Provider of the reasons or causes of any such failures;
 - (B) details of the Service Provider's calculation of the Standard Abatement (if any) for the month (on a metric by metric basis);

- (C) details of the Abatement calculation taking in to account any Significant Failure, Continuous Failure, Continuous Metric Failure and/or Continuous Network Metric Failure;
 - (D) details of any events arising during the month that the Service Provider reasonably considers qualify as excusable performance failures under **clause 5.8**;
 - (E) details of the Service Provider's proposed action plan for rectifying any Performance Failures during the month; and
 - (F) details of preventative action proposed by the Service Provider and aimed at preventing or minimising the re-occurrence of any Performance Failure.
- (d) The Joint Facility Audit Team will meet no later than three Business Days after the Service Provider submits the Service Provider Monthly Performance Report to:
- (i) review and discuss the Service Provider Monthly Performance Report;
 - (ii) consider any additional performance information or Data provided by the Department or the Service Provider;
 - (iii) endorse or reject the Service Provider's assessment of its performance for the month against each detailed Abatement Indicator Metric; and
 - (iv) where the Joint Facility Audit Team rejects the Service Provider's assessment of its performance, agree any revised positions in relation to the Service Provider's performance against relevant detailed Abatement Indicator Metrics.
- (e) Following the Joint Facility Audit Team review of the Service Provider Monthly Performance Report, the Joint Facility Audit Team will provide the Department, within 5 Business Days of the meeting conducted under **clause 6.2(d)**, an Overall Monthly Performance Report (with the Service Provider Monthly Performance Report attached to the Overall Monthly Performance Report) that either:
- (i) endorses the Service Provider Monthly Performance Report; or
 - (ii) includes:
 - (A) details of the Joint Facility Audit Team's assessment of the Service Provider's performance against each detailed Abatement Indicator Metric;
 - (B) for each instance of Performance Failure against an Abatement Indicator Metric, the following information:

- (I) details of any performance failures for the month under review, including an explanation from the Service Provider of the reasons or causes of any such failures;
 - (II) details of the Joint Facility Audit Team's calculation of the Standard Abatement (if any) for the month (on a metric by metric basis);
 - (III) details of the Abatement calculation taking in to account any Significant Failure, Continuous Failure, Continuous Metric Failure and/or Continuous Network Metric Failure;
 - (IV) details of any events arising during the month that the Service Provider reasonably considers qualify as excusable performance failures under **clause 5.8**;
 - (V) details of the Service Provider's proposed action plan for rectifying any Performance Failures identified by the Joint Facility Audit Team during the month; and
 - (VI) details of preventative action proposed by the Joint Facility Audit Team or the Service Provider and aimed at preventing or minimising the re-occurrence of any Performance Failure.
- (f) The Service Provider and the Joint Facility Audit Team may also be required to provide the Department with copies of their respective working papers supporting the derivation or calculation of an Abatement shown in a Service Provider Monthly Performance Report. The Joint Facility Audit Team and the Service Provider must also be available to respond to and answer any questions that the Department may have in relation to the interpretation of these working papers.

6.3 Annual Performance Report

The Service Provider will be required to report on an annual basis its performance against the Incentive Indicator Metrics. This report will be part of the annual report under the heading “Performance against Incentive Indicator Metrics” (see **Schedule 4.3** (Reporting Requirements)) which must be submitted at least six weeks prior to each annual Performance Review Meeting (see **clause 6.4**). The Service Provider must provide a summary of its achievements against the Incentive Indicator Metrics and provide evidence to support these achievements. The annual performance report will be provided to the Service Excellence Review Team.

6.4 Annual Performance Review Meeting

- (a) The Service Provider and the Department will meet on an annual basis to jointly review:
- (i) the Service Provider's performance against the Incentive Indicator and Abatement Indicator Metrics; and
 - (ii) the operation and effectiveness of the Incentive Indicator Metrics and Abatement Indicator Metrics, including in terms of achieving the Department's objectives as described in **clause 1.2**.
- (b) The Service Provider Monthly Performance Reports and the Overall Monthly Performance Reports required under this **clause 6** will be a standing agenda item at each annual review meeting. Other performance related matters that may be the subject of discussion at an annual review meeting include:
- (i) the reasons and causes of any Performance Failures;
 - (ii) performance trends, including any instances of Significant or Continuous Performance Failures, Continuous Metric Failures, or Continuous Network Metric Failure;
 - (iii) action plans aimed at rectifying past, or preventing future, performance failures;
 - (iv) implementation and progress against previously agreed rectification or preventative action plans;
 - (v) the derivation and calculation of any Abatements or Incentives;
 - (vi) the scheduling, progress or findings of any performance audit (refer **clause 6.5**);
 - (vii) the review, setting and adjustment of Incentive Indicator Metrics (including associated maturity levels) for the next 12 month period; and
 - (viii) proposed adjustment or refinement of any detailed Abatement Indicator Metric with a view to improving the operation or effectiveness of the Abatement regime.
- (c) The Department will be responsible for finalising and circulating the agenda for each performance review meeting in advance of the meeting. A representative of the Department will act as the chair of each meeting, and the Department will record and maintain the minutes of the meeting. Copies of the minutes will be circulated to all attendees of the meeting.
- (d) The Department expects that the first performance review meeting will be held within one month of expiry of the Base Period (refer **clause 2.2**).
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Subsequent review meetings will be held approximately 12 months from the date of the last meeting. The location and timing of each meeting will be determined by the Department (acting reasonably).

- (c) The Service Provider must implement any action plans for rectifying or preventing Performance Failures that are agreed by the Parties at, or following, an annual performance review meeting. In all other respects, matters discussed or decisions made at a performance review meeting will not affect the rights or obligations of either the Department or the Service Provider under the Contract, without the Parties agreeing a formal Contract Change in accordance with **clause 36** of the Contract giving effect to that matter or decision. This extends to any change to the Detailed Abatement Indicator Metrics described in **Annexure A** (Detailed Abatement Indicator Metric Definitions).

6.5 Departmental Review and Audit

- (a) The Department may periodically conduct audits of the Service Provider's compliance with its performance obligations under the Contract (including as set out in this Manual), including the:
 - (i) Service Provider's monitoring, measuring or reporting against any Incentive Indicator Metric or detailed Abatement Indicator Metric, for the purpose of verifying the derivation and calculation of any Incentive or Abatement payment;
 - (ii) Joint Facility Audit Team's management and review of the Service Provider's monthly performance; and
 - (iii) Service Provider's implementation of any action plan (aimed at rectifying or preventing Performance Failures) that was agreed by the Parties at (or following) an annual performance review meeting.
- (b) At the Department's option, an audit conducted under this **clause 6.5**:
 - (i) may cover any one or more Facilities;
 - (ii) will be undertaken by a review team comprising any or more of:
 - (A) Department national office personnel;
 - (B) Department Facility personnel;
 - (C) Department regional or state office personnel; and
 - (D) an independent third party; and
 - (iii) will involve any or all of the following steps:
 - (A) the cross-checking and verification of data produced by the Service Provider or Joint Facility Audit Team against other

- data or information available to the Department, including from invoices, the Department nominated information technology system, and other reports;
- (B) site visits to any Facilities within the scope of the audit; and
 - (C) interviewing of Service Provider Personnel, other Department service providers, Department Personnel, People in Detention and other relevant Stakeholders.
- (c) The Department anticipates that each Facility will be the subject of an audit involving a site visit on an annual basis.
 - (d) In advance of a site visit to a Facility, the Department may give the Service Provider at least five Business Days notice of a review team's planned visit. This notice will include details of the purpose of the visit, the service areas the focus of review, the names of any Service Provider Personnel that the Department proposes to interview, and the individuals comprising the review team that will be participating in the site visit.
 - (e) The Department may also attend a Facility without giving the Service Provider prior notice of the visit. An unannounced visit will usually occur in response to a Continuous or Significant Performance Failure, or where the Department has identified a major risk to service quality and the matter has been previously discussed with the Service Provider.

6.6 Retrospective Adjustment of Incentive Payments and Abatement Fees

- (a) Retrospective adjustment of Incentives or Abatements may occur (at the Department's option) if an error in a calculation is discovered by either the Service Provider or the Department within three Months of an Incentive or Abatement having been paid or deducted (as applicable).
- (b) If the Service Provider or the Department detects an error, the relevant Party must inform the other Party of the error, including providing any supporting documentation outlining how and when the error occurred.
- (c) The Department will make the final decision about whether or not an error should be corrected, and will inform the Service Provider of its decision within 10 Business Days of becoming aware of the error.
- (d) Any Abatement or Incentive adjustment approved by the Department will be applied to the next invoice of the Detention Services Fee issued to the Department by the Service Provider or other invoice as directed by the Department.

ANNEXURE A – ABATEMENT INDICATOR DEFINITION

ABATEMENT INDICATOR METRIC DEFINITIONS

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Summary of Detailed Abatement Indicator Metrics

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