

s.27 consultation

s.27 consultation

s.27 consultation

s.27 consultation

s.27 consultation

s.27 consultation

s.27 consultation

s.27 consultation

s.27 consultation

s.27 consultation

s.27 consultation

s.27 consultation

s.27 consultation

s.27 consultation

s.27 consultation

s.27 consultation

s.27 consultation

s.27 consultation

s.27 consultation

s.27 consultation

s.27 consultation

s.27 consultation

s.27 consultation

s.27 consultation

s.27 consultation

s.27 consultation

s.27 consultation

s.27 consultation

s.27 consultation

s.27 consultation

s.27 consultation

s.27 consultation

s.27 consultation

s.27 consultation

s.27 consultation

s.27 consultation

s.27 consultation

s.27 consultation

s.27 consultation

s.27 consultation

COMMERCIAL IN CONFIDENCE

Execution Version

s.27 consultation

COMMERCIAL IN CONFIDENCE

Execution Version

s.27 consultation

s.27 consultation

COMMERCIAL IN CONFIDENCE

Execution Version



Australian Government
Department of Immigration and Citizenship

Detention Services Contract
Immigration Detention Centres

SCHEDULE 4.2
GOVERNANCE REQUIREMENTS

1. Purpose

- 1.1 This **Schedule 4.2** (Governance Requirements) sets out an overview of the formal governance structure that will be in place under the Contract.
- 1.2 Details on various committees required for Transition are covered in **Schedule 6** (Transition Requirements).
- 1.3 This **Schedule 4.2** (Governance Requirements):
 - (a) provides an overview of the roles and responsibilities of the Service Provider and the Department under the Immigration Detention Values;
 - (b) discusses the partnering approach expected of the Service Provider, the Department, other service providers and other Stakeholders;
 - (c) describes how the Service Provider will be required to work with the Department to build a long term relationship and improve service delivery; and
 - (d) describes the Contract management structure that will be in place at Facility level and at a national level, including the committees and joint initiatives that the Service Provider will be required to participate in.

2. Governance Framework Overview

- 2.1 The governance framework will be in effect from the Commencement Date of the Contract.
- 2.2 The governance framework has the following three components:
 - (a) Integrated Service Relationship;
 - (b) Detention Service Contract Management Governance; and
 - (c) Compliance Environment (as defined by the requirements of the Contract, particularly **Schedule 2** (Statement of Work)).
- 2.3 All three components will operate at the Facility and national level.

3. Department Contract Management Arrangements

- 3.1 The Department will implement a strategy to manage the coordinated delivery of services from all service providers working within the Detention Services Network.

4. Integrated Service Relationship

- 4.1 The Service Provider must cooperate with the Department and assist the Department to meet its obligations to its Stakeholders.

- 4.2 The Service Provider must cooperate with other service providers in the Detention Services Network, particularly the IRH/ITA Service Provider and the Health Services Manager.
- 4.3 Adherence to the Immigration Detention Values and the successful delivery of services to People in Detention requires all service providers to work closely with multiple Stakeholders.

5. National Level/Department & Service Provider Partnering

- 5.1 The Immigration Detention Values rely on there being a cooperative relationship between the Department, the Service Provider and other service providers. All organisations have to build a working relationship based on shared values and ideals, with a willingness to work towards common objectives.

(a) **Partnering Charter**

The Partnering Charter (**Schedule 3** (Partnering Charter)) is a template for the relationship between the Department, the Service Provider, the IRH/ITA Service Provider and the Health Services Manager. The charter acknowledges the partnering relationship between the various service providers and the Department and sets the tone for reasonable and cooperative dealings between the parties.

The Service Provider must comply with the objectives and intent of the Partnering Charter at all times during the Term of the Contract.

(b) **Code of Conduct**

The Service Provider must ensure that all Service Provider Personnel comply with the Code of Conduct in **Annexure A** to this **Schedule 4.2** (Governance Requirements). The Code of Conduct sets out the Department's expectations of all Service Provider Personnel. The Code of Conduct provides guidance to the Service Provider and Service Provider Personnel in meeting the Immigration Detention Values. The Service Provider must ensure Service Provider Personnel act in accordance with the Code of Conduct in all of their dealings with People in Detention.

(c) **Service Provider Key Roles**

The Service Provider must ensure that the Key Positions are occupied at all times to achieve a strong and effective partnership and facilitate effective Service delivery and Contract management.

These positions are set out in **Schedule 7** (Key Personnel and Approved Subcontractors) and must include a Service Authority and a Service Administrator (as counterparts to the Department positions set out in **clause 5.1(d)** of this **Schedule 4.2** (Governance Requirements)) to perform the roles and functions allocated to them under the Contract.

The Service Provider's national representatives must be based in Canberra.

(d) Department Contract Authority and Contract Administrator

The Department will appoint a Contract Authority and a Contract Administrator to manage the Contract as representatives of the Department at a national level. Their roles and powers are set out in the Main Terms and Conditions of the Contract, and include the following:

- (i) The Contract Authority has an oversight role and plays a role in managing the high level relationship between the Department and the Service Provider, including Dispute resolution.
- (ii) the Contract Administrator conducts the day-to-day management of the Contract at a national level, interacting with the Service Provider on matters such as:
 - A. management of information, reports, accounts and Records;
 - B. management of the performance management regime set out in **Schedule 4.1** (Performance Management Manual);
 - C. management of requests for Additional Services, Scope Changes and Contract Changes;
 - D. updates to the Contract; and
 - E. management of Force Majeure Events, Defaults and remedies.

6. Facility Level Committees & Joint Initiatives

- 6.1 The Service Provider must participate in joint committees, regular status meetings and other joint initiatives. In certain situations, the Service Provider will be required to chair and lead these initiatives. The level of cooperation required may vary according to the specific requirements of each Facility and may be subject to change during the Term of the Contract.
- 6.2 Issues relating to ensuring the proper welfare and well-being of People in Detention will be a significant focus of these committees, as well as adherence by Service Provider Personnel to the Code of Conduct. In particular, issues covered at the committees will include incidents or alleged breaches of relevant standards issued by the Australian Human Rights Commission and accepted by the Department.
- 6.3 The following is a list of the committees and meetings that must be attended by the Service Provider at each Facility (unless otherwise indicated). The Department may alter the list of committees and meetings, and/or the role of the Service Provider for each Facility during the Contract Term. Unless otherwise specified, the Department will provide the secretariat services for the committee/meeting.

(a) Facility Level Board

The Facility Level Board will consist of the Department Regional Manager, the Service Provider's General Manager for the Facility, the Health Service

Manager's General Manager for the Facility, and any other Department and Service Provider Personnel as specified by the Department.

The Facility Level Board will meet on a monthly basis to discuss Facility level objectives and service delivery issues. The Facility Level Board will be a forum to discuss service related issues for the Facility, discuss operational activities and collaborate on upcoming future changes.

Each Facility Level Board will have a standing agenda item to assess, select, prioritise and manage the implementation of continuous improvement initiatives.

(b) **Placement Committee**

The Service Provider must participate in the Placement Committee at each Facility to review the assigned Accommodation of each Person in Detention intended for placement at a Facility. The committee is chaired by the Department.

(c) **Weekly Department Review**

The Service Provider must participate in a review meeting with the Department every week or more frequently as directed by the Department Regional Management. Participants at the weekly meeting will include the Department Regional

Management, a Service Provider manager and the Health Service Manager representative.

(d) **Community Consultative Group**

The Community Consultative Group meetings will be held every second month, or as otherwise required by the Department, chaired by the Immigration Detention Advisory Group, and include representation from the Department, the Service Provider, the Health Services Manager and local community members.

(e) **Prevention Committee**

The Department will convene a Prevention Committee at each Facility as soon as a Person in Detention is identified as being at risk. The Prevention Committee will meet fortnightly, or as otherwise required by the Department, with representation from the Health Services Manager, the Service Provider and the Department.

(f) **Consultative Committee**

The Consultative Committee will include representation from the Department, the Service Provider, the Health Services Manager and People in Detention.

The Service Provider must provide secretariat services to the Consultative Committee every month.

(g) **Morning Meeting**

The Service Provider must attend a daily morning meeting with the Department and other service providers.

The Service Provider must provide secretariat services to the morning meeting.

(h) **Occupational Health and Safety Committee**

The Service Provider must establish an Occupational Health and Safety Committee at each Facility which will oversee compliance with all relevant Occupational Health and Safety requirements. The committee must include representatives from the Service Provider, the Department and any other service providers working at the Facility.

The Service Provider must provide secretariat services to the Occupational Health and Safety Committee.

(i) **Security Assessment Review Committee**

The Service Provider must participate in a monthly Security Assessment Review meeting with the Department.

- 6.4 When any of the committees or meetings listed in **clause 6.3** results in an actionable item on behalf of the Service Provider, being an item that requires follow up, resolution, feedback or review, that item must be resolved by the Service Provider within the timeframe agreed at the meeting for resolution of the item.

7. Stakeholders

- 7.1 There are multiple Stakeholders interacting within the detention services environment with the Service Provider. The number of Stakeholders and the level of cooperation required may vary according to the specific requirements of each Facility and may be subject to change during the Term of the Contract. The Department Regional Management will provide guidance to the Service Provider on the level of cooperation required.

- 7.2 Multiple Stakeholders are involved within the Detention Services Network, and the Department may require the Service Provider to interact with these Stakeholders directly or indirectly. Specific interaction with Stakeholders includes:

(a) **Standing Approval for Immigration Detention Advisory Group Visits**

The Department will provide the Service Provider with a list of Immigration Detention Advisory Group representatives who have standing approval to visit the Facilities at any time, without restriction and without prior notification. After screening, the Service Provider must provide Immigration Detention Advisory Group representatives with unrestricted access to the Facilities.

(b) Cooperation with Enquiries and Investigations

The Service Provider must cooperate with any enquiries or investigations launched by the Immigration Detention Advisory Group, the Commonwealth and Immigration Ombudsman, the Australian Human Rights Commission, Auditor-General or any other investigation as notified by the Department

- 7.3 The success of the service delivery depends on a close partnership and responsibility between the Department, the Service Provider and other Stakeholders. The Service Provider must provide a high level of cooperation to all the Stakeholders involved.
- 7.4 The Service Provider must strengthen the network with other agencies and community groups to ensure appropriate external support of People in Detention. The Service Provider must establish relationships with other service providers and Stakeholders, such as emergency services, hospitals, local councils and government departments. The Service Provider must be aware of this diverse set of Stakeholders.

8. Contract Management Governance

- 8.1 The Contract Management Governance model is defined at a Facility level and at a national level.

8.2 National Level Contract Management Governance

- 8.3 All Contract related Disputes and changes to the scope of Services or the Contract will be taken up at the national level for both the Department and the Service Provider.

(a) National Service Provider Contract Meetings

The Service Provider will have either monthly or quarterly meetings, as required, with the Department and other service providers working in the Detention Services Network. This group will include representation from:

- (i) senior management executives of the Service Provider;
- (ii) the Contract Administrator;
- (iii) Assistant Secretary and Director level officials from the Department;
- (iv) other Department appointed officials as required;
- (v) the Health Services Manager; and
- (vi) the IRH/ITA Service Provider.

This group will:

- (A) provide discussion and resolution of Service Provider related contract management items;
- (B) seek to resolve operational and Service delivery issues or Disputes that are escalated from the Facilities;

- (C) review reports related to performance management;
- (D) sign-off on invoicing, pricing and other contract management related items;
- (E) provide a forum to address specific issues, policies and strategies;
- (F) provide overarching governance to the continuous improvement initiatives from the Service Provider's Quality Management System; and
- (G) address, future policies and directives regarding a particular detention type.

The group is also a forum to assist and review the development of the long-term relationship between the Service Provider and the Department, as well as the Service Provider and other service providers working in the Detention Services Network, at a strategic level, as well as on matters such as the annual Business Services Plan (refer to **Section 2.2.3** (Business Services and Continuous Improvement) of **Schedule 2** (Statement of Work)).

(b) **National Detention Service Conference**

The Department will convene an annual conference that will include representation from senior management executives of all service providers, including the Service Provider, the Assistant Secretary and Director level officials from the Department, and other key Stakeholders (government officials, community or industry members) who are nominated by the Department.

The focus of this conference will be to disseminate information, to share Department strategies and objectives, and to discuss policies, reports and trends that affect the whole detention services environment. Additionally, the service providers may expect to share and learn best practices and lessons learnt for process improvements with other service providers.

8.4 **Facility Level Contract-Management Governance**

- (a) The Regional Management Model defines the governance structure at the Facilities and helps ensure a successful and integrated service delivery. In order to reach the desired outcomes, there needs to be partnering and cooperation between the Department and the Service Provider. The Regional Management Model provides for greater levels of interaction and issues resolution between the Department and Service Provider Personnel.
- (b) Each Department Regional Manager has the authority to manage the Facility. The Department Regional Manager may, in accordance with the Main Terms and Conditions of the Contract, direct the Service Provider in the manner of performing its contractual obligations, or require the Service Provider to provide ad-hoc or short-term Additional Services.

- (c) The Service Provider must work cooperatively with Department Personnel to ensure the appropriate level of service is provided at the Facility at all times. It is expected that the Service Provider will encourage Service Provider Personnel to work cooperatively with the Department to ensure that an appropriate level of service is provided to People in Detention at the Facility at all times.

ANNEXURE A: CODE OF CONDUCT

Code of Conduct

1. Introduction

(a) When providing any services to the Department or People in Detention, the Service Provider, its Personnel and Subcontractors must observe and uphold the standards of conduct outlined in this document which are fundamental to the successful performance of the Facilities.

(b) The Code of Conduct is intended to provide an ethical framework to guide the Service Provider, its Personnel and Subcontractors in their decisions, actions and behaviour, and it advocates values that include integrity, honesty and impartiality in line with the Immigration Detention Values.

(c) The Code of Conduct must be a key focus of the initial training course for all Service Provider Personnel and Subcontractors who will have the powers of "officers" under the Migration Act 1958. The Code of Conduct is also integrated into other training and development programs, particularly leadership development, management and supervisor training.

(d) Specific reference to the Code of Conduct must be made in all job descriptions and manager's performance agreements, and it will be a key area of focus of performance appraisal and development discussions between Service Provider Personnel, or Subcontractors and their managers.

(e) A hardcopy of the Code of Conduct is provided to all Service Provider Personnel and pre-approved Subcontractors, and all new personnel and Subcontractors thereafter, and additional copies are available throughout Facilities.

(f) Implementation of the Code of Conduct will be regularly and critically evaluated through audits, personnel surveys (including exit interviews) and other appropriate mechanisms; and the results may be taken into account for the purpose of determining whether the Service Provider has met its obligations and any relevant Key Performance Indicators.

2. Standards of Conduct

(a) An Open and Accountable Organisation

In carrying out its duties, the Service Provider, its Personnel and any Subcontractors must:

- (i) behave honestly and with integrity;
- (ii) be open and accountable for their decisions, actions and omissions;
- (iii) disclose, and take reasonable steps to avoid, any conflict of interest (real or apparent) in connection with their duties;

- (iv) create and maintain open and honest communications with other service providers, with a view to delivering a truly integrated service to People in Detention based on shared information, feedback and best practice;
- (v) not make improper use of information, or its status, power or authority, in order to gain, or to seek to gain, a benefit or advantage for themselves or any other person;
- (vi) at all times behave in a way that upholds the values and integrity and good reputation of the Department;
- (vii) avoid any practice or activity which could be foreseen to bring the Department into disrepute; and
- (viii) report behaviour that breaches the Code of Conduct and all allegations and/or possible incidents of criminal activity, corruption, dishonesty, unlawful conduct and conflicts of interest.

(b) **Fair and Reasonable Dealings with People in Detention**

In carrying out its duties, the Service Provider, its Personnel and any Subcontractors must:

- (i) act fairly and reasonably in all of their dealings;
- (ii) not provide false or misleading information in response to a request for information;
- (iii) respect privacy and confidentiality and comply with its obligations under any Confidentiality Deed and the Deed of Non-disclosure of Personal Information which they have signed;
- (iv) ensure People in Detention are not subject to discrimination on any ground, including race, colour, gender, sexual preference, religion, political or other opinion, national social origin, status or disability; and
- (v) facilitate access by People in Detention to internal and external complaint mechanisms, and process requests promptly and in a fair and equitable manner.

(c) **Well Trained and Supported Personnel**

In carrying out its duties, the Service Provider, its Personnel and any Subcontractors must:

- (i) comply with all applicable Australian Laws and also any Australian Government Policies notified to them from time to time;
- (ii) comply with any lawful and reasonable direction given by the Department Regional Management or someone else who has authority to give the direction;

- (iii) demonstrate awareness of sensitivity, interest in and public scrutiny of, the immigration detention environment, and, with this in mind, conduct themselves in a appropriate manner whenever on or off duty;
- (iv) use the facilities contained in the Facilities, the Department equipment and systems in a proper manner; and
- (v) comply with any other conduct requirement that is prescribed by Regulations, Determinations and/or Directions.

(d) **Duty of Care and Case Management**

In carrying out its duties, the Service Provider, its Personnel and any Subcontractors must:

- (i) act with care and diligence;
- (ii) take actions and comply with procedures to maintain a safe working environment;
- (iii) not be under the influence of or displaying the after affects of drug and/or alcohol consumption;
- (iv) ensure the requirements for separation detention are upheld, and that the integrity of the Department's visa determination process is maintained;
- (v) in respect of any children or unaccompanied minors in Facilities, ensure they receive appropriate and individual care; and
- (vi) be alert for People in Detention who are or appear to be, traumatised and/or vulnerable to self-harm and by the actions of others, and manage and report on these.

(e) **Supportive Culture**

In carrying out its duties, the Service Provider, its Personnel and any Subcontractors must:

- (i) support and promote a stable and harmonious environment, and seek to resolve situations and tensions peacefully;
- (ii) treat everyone with respect and courtesy, and without harassment of any kind;
- (iii) be supportive and helpful to People in Detention who wish to seek legal or other external advice in relation to their detention;
- (iv) conduct all duties, and particularly safety and security procedures, sensitively, enabling People in Detention to maintain their dignity, and with due regard for their individual circumstances and backgrounds;

- (v) share information with other service providers as to the individual needs of People in Detention as these needs are identified;
- (vi) behave in a tolerant, respectful and culturally sensitive manner towards People in Detention and their visitors and avoid perceptions of discrimination and bias;
- (vii) show understanding, respect and sensitivity for religious beliefs and conventions of each Person in Detention and their particular needs; and
- (viii) show due regard for the Property of People in Detention to ensure that it is not damaged and is treated with appropriate cultural sensitivity.

(f) **Promoting a Healthy Environment**

In carrying out its duties, the Service Provider, its Personnel and any Subcontractors must:

- (i) take actions and comply with procedures to maintain a healthy environment;
- (ii) support and promote a healthy physical, environmental and psychological environment by seeking to resolve issues peacefully and in a timely manner;
- (iii) support the provision of a broad spectrum of appropriate and culturally responsive services for People in Detention that have a positive effect on emotional well-being;
- (iv) behave in a manner that respects and promotes the physical and psychological well-being of People in Detention; and
- (v) respect the natural environment in and surrounding the Facilities.

(g) **Providing Appropriate Amenities**

In carrying out its duties, the Service Provider, its Personnel and any Subcontractors must:

- (i) be aware of and monitor People in Detention with special needs, including children, the elderly and infirm;
- (ii) ensure People in Detention are treated individually, accorded respect and provided with as much personal privacy as is reasonably possible; and
- (iii) ensure People in Detention receive timely and equitable access to the relevant services.

(h) **Complaints About Conduct**

- (i) Copies of the Code of Conduct will be displayed prominently throughout the Facilities at all times.

- (ii) The Code of Conduct will be explained to People in Detention and copies will be provided to them.
- (iii) The Department and the Service Provider are committed to fair, transparent and timely resolution of complaints from People in Detention regarding breaches of this Code of Conduct.
- (iv) People in Detention must be informed of their rights and are able to comment on or complain without hindrance or fear of reprisal:
 - (A) about any matter relating to the conditions of detention or breach of this Code of Conduct, to the Service Provider, its Personnel and/or Subcontractors, the Department, the Australian Human Rights Commission or the Commonwealth and Immigration Ombudsman;
 - (B) in the case of a suspected criminal offence, to the police; or
 - (C) in the case of suspected child abuse, to the relevant State/Territory welfare agency.
- (v) Complaints made by People in Detention to the Service Provider, its Personnel and/or Subcontractors that are either expressed to be for the attention of a third party (including those agencies referred to in **clause 2(h)(iv)(A)** above) or are deemed by the Department and/or the Service Provider to be more appropriately resolved by a third party, will be forwarded to the relevant agency in a timely fashion and in accordance with applicable Law.
- (vi) Material advising of the right to complain to the Australian Human Rights Commission and the Commonwealth and Immigration Ombudsman is displayed prominently throughout the Facilities at all times and is also available to People in Detention on request.
- (vii) All complaints to the Service Provider, its Personnel and Subcontractors, or the Department will be investigated and an initial response provided to the complainant within seven working days.
- (viii) As part of this process, all relevant information will be considered and interviews may be undertaken by the Service Provider with its Personnel or Subcontractors. All Service Provider Personnel and Subcontractors will cooperate fully with such interviews and any requests for information.
- (ix) Following investigation, if necessary, the Service Provider may take corrective or disciplinary action against Service Provider Personnel or Subcontractors who have breached the Code of Conduct.
- (x) The Service Provider must notify the Department of any complaint about the conduct of Service Provider Personnel or Subcontractors within 12 hours of the complaint.

(i) **Inconsistencies with the Code**

- (i) The obligations contained in this Code of Conduct are subject to:
 - (A) any contrary express contractual obligations under the Contract;
and
 - (B) any contrary directions given by the Department Regional Management.



Australian Government
Department of Immigration and Citizenship

Detention Services Contract
Immigration Detention Facilities

SCHEDULE 4.3
REPORTING REQUIREMENTS

1. General

- 1.1 The purpose of this **Schedule 4.3** (Reporting Requirements) is to provide a summary of the Service Provider's reporting responsibilities. Proper reporting and entry of data into the Department's nominated information technology system will ensure that the Department receives accurate and timely information in order to make operational and managerial decisions. Reporting also allows the Department to confirm the Service Provider's compliance with processes and standards.
- 1.2 Reporting requirements for the performance management framework of the Contract are set out in **Schedule 4.1** (Performance Management Manual).
- 1.3 Additional reporting and data recording requirements are set out in **Schedule 2** (Statement of Work).

2. Reporting

- 2.1 The Department Regional Management may request the Service Provider to provide additional reports in order to more effectively manage a Facility.
- 2.2 The Service Provider must comply with all requests from the Department for additional reports, including requests from the Department Regional Management under **clause 2.1**.
- 2.3 The Service Provider must prepare all reports required under the Contract in a format that has been agreed with the Department.
- 2.4 The Service Provider acknowledges that it is expected to extend full cooperation and information sharing to the Department.
- 2.5 Upon any discrepancy being identified between any report provided by the Service Provider and background information, the Service Provider must provide the Department with evidence to reconcile these discrepancies. In cases where discrepancies exist, the Department has the right to direct the Service Provider make changes to any reports.

3. Specific Reports

- 3.1 *Joint Executive Report*
 - (a) The Department Regional Management, together with the Service Provider's Facility Management will jointly prepare a report in relation to each Facility on a monthly basis (**Joint Executive Report**).
 - (b) The Joint Executive Report will include a summary of:
 - (i) key issues identified during the month;
 - (ii) contractual management issues that have arisen;

- (iii) issues in relation to People in Detention that have occurred and been resolved;
- (iv) a brief on high profile or special needs People in Detention; and
- (v) a brief summary of significant activities within each Facility for the month.

3.2 *Incident Reporting*

- (a) Incident Reporting includes the following:
 - (i) Incident Management Log - an accurate and comprehensive record that is maintained by the Service Provider and includes details of date, time and location for all Incidents, the actions taken and instructions given.
 - (ii) Incident Report - the Service Provider must report any Incident within the timeframes stipulated in **Schedule 2** (Statement of Work) and **Schedule 4.1** (Performance Management Manual) for each category of Incident. The Service Provider must record all Incident Reports electronically on the Department's nominated information technology system.
 - (iii) Post Incident Review - where a Major or Critical Incident has occurred and been resolved, the Service Provider must conduct a post-incident review and report the results to the Department.

3.3 *Annual Report*

- (a) The Service Provider must submit an Annual Report for each Facility that:
 - (i) summarises key events during the year;
 - (ii) sets out the lessons learned; and
 - (iii) establishes targeted goals for the subsequent year.
- (b) The Annual Report submitted by the Service Provider must include the updated Business Services Plan, as well as a mechanism for aligning the objectives with the new Key Performance Indicator levels for that year.

3.4 *Industry Development*

- (a) The Service Provider must provide an Industry Development Report to the Department (see **Section 2.2.3** (Business Services and Continuous Improvement) of **Schedule 2** (Statement of Work)).

3.5 *Excluded, Controlled and Illegal Items*

- (a) The Service Provider must provide a monthly report to the Department Regional Management detailing Excluded, Controlled or Illegal items

detected during the month (see **Section 2.2.1** (People in Detention Services) of **Schedule 2** (Statement of Work)).

- (b) The report should also provide details of the outcomes of the weekly checking of all entry screening and searching procedures (see **Section 2.2.4** (Security Services) and **Section 2.2.4A** (Christmas Island APOD Security Services) of **Schedule 2** (Statement of Work)).

3.6 *Emergency Breakdown and Repairs*

- (a) The Service Provided must provide a monthly report to the Department Regional Management detailing all defaults, faults or damage and subsequent action taken in response to emergency breakdowns and repairs (see **Section 2.2.2** (Facilities Management and Support Services) and **Section 2.2.2A** (Christmas Island Facilities Management and Support Services) of **Schedule 2** (Statement of Work)).

3.7 *Qualifications of Service Provider Personnel Providing Security Services*

- (a) The Service Provided must provide a six monthly report to the Department Regional Management detailing that the security qualifications and other necessary accreditations of Service Provider Personnel required to perform their duties are current and up to date (see **Section 2.2.3** (Business Services and Continuous Improvement), **Section 2.2.4** (Security Services) and **Section 2.2.4A** (Christmas Island APOD Security Services) of **Schedule 2** (Statement of Work)).

3.8 *Security Exercises*

- (a) The Service Provider provided must at the conclusion of each security exercise, provide a written report to the Departments Regional Management on the outcomes from the exercise including any proposals for continuous improvement (see **Section 2.2.4** (Security Services) and **Section 2.2.4A** (Christmas Island APOD Security Services) of **Schedule 2** (Statement of Work)).

3.9 *Occupational Health and Safety*

- (a) The Service Provider must provide a monthly report to the Department Regional Management detailing any injury, illness, death or property damage arising in connection with the Services or the condition of the facilities and action taken to prevent recurrence or minimise their impact (see Main Terms and Conditions of the Contract).

3.10 *Details of Subcontractors*

- (a) The Service Provided must provide an annual report to the Department detailing any subcontractors employed by the Service provider and the services provided by each of them (see Main Terms and Conditions of the Contract).

3.11 *Damage by People in Detention*

- (a) The Service Provided must provide a monthly report to the Department detailing all cases of damage to Department Assets or Loose Assets by Persons in Detention, including costs of repair or replacement during that month (see **Section 2.2.2** (Facilities Management and Support Services) **Section 2.2.2A** (Christmas Island Facilities Management and Support Services) of **Schedule 2** (Statement of Work)).

3.12 *Care Taker services*

- (a) The Service Provided must provide a monthly report to the Department on the status and condition of each Contingency Facility and Hot Contingency Facility (see **Schedule 2.3** (Contingency Requirements)).

4. Information and Data Requirements

- 4.1 The Service Provider is required to provide the data and information for each Plan and other records, registers and catalogues required under **Schedule 2** (Statement of Work), including:

- (a) **Plans, Protocols and Frameworks**
 - (i) Facility Security Services Plan;
 - (ii) Facility Security Risk Assessment Framework;
 - (iii) Facility Contingency Plans;
 - (iv) Schedule of Security Exercises;
 - (v) Incident Management Protocol;
 - (vi) Maintenance Management Plan;
 - (vii) Environmental Management Plan;
 - (viii) Vermin and Pest Control Plan; and
 - (ix) Occupational Health and Safety Plan.

(b) **Records, Logs & Catalogues**

- (i) Transport and Escort Operational Order;
- (ii) Use of Restraint;
- (iii) Recording Transport and Escort Tasks;
- (iv) Security Intelligence;
- (v) People in Detention Security Risk Assessment;
- (vi) Visitor Logs;
- (vii) Operations Log;
- (viii) Plant and Equipment Catalogue;
- (ix) Asset Management Information;
- (x) Emergency Breakdown Table;
- (xi) Identification Collection;
- (xii) People in Detention Records;
- (xiii) Property of People in Detention Record;
- (xiv) Status Report on People in Detention Complaints;
- (xv) Refusal or Removal of Visitors Record;
- (xvi) Visitor Log; and
- (xvii) Programmes and Activities Participation Record.

4.2 The Service Provider must maintain a master register of all Plans and other records, registers and catalogues required under **Schedule 2** (Statement of Work) (including those listed in **clause 4.1** of this **Schedule 4.3** (Reporting Requirements), which includes details of all relevant information and data sources for each Plan, record, register and catalogue.

5. Data Entry Department Nominated Information Technology System

5.1 The Service Provider must, in accordance with the requirements set out in **Schedule 2** (Statement of Work) accurately enter into the Department's nominated information technology system a variety of data about People in Detention, the Facility, and the service environment.